City of Marquette, MI

Meeting Agenda
City Commission

Monday, April 29, 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)

Joseph Meyskens to the Peter White Public Library Board, for a term ending 05-01-29
Joshua Bal to the Marquette Brownfield Redevelopment Authority, for an unexpired term ending 02-01-27
Demetrios Kaltsas to the Planning Commission, for an unexpired term ending 02-15-27
Kristine Granger, to the Planning Commission, for an unexpired term ending 02-15-27

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

Presentation(s)

2. Guardian of the Quarter, Lana Tregear

3. Parks and Recreation Advisory Board, by Chair Amanda Gobert

4. Consent Agenda - Roll Call Vote

4.a. Approve the minutes of the April 8, 2024 regular Commission meeting
4.b. Approve the total bills payable in the amount of $1,960.164.76
4.c. Ainsley's HALO Non-Profit Status - Roll Call Vote
4.d. Application to Use City Property Adjacent to 136 W. Baraga Ave. (Front)
4.e. Application to Use City Property Adjacent to 136 W. Baraga Ave. (Rear)
4.f. Biosolids Hauling Contract
4.g. FEMA Intergovernmental Agreement - Roll Call Vote
4.h. Ordinance 727 - Designation of Regulated Floodprone Hazard Areas
4.i. Lake Street Fiber Replacement and Burial Services
4.j. Ontario Avenue Right-of-Way and Utility Easement

4.k. Pride Festival - Special Event Permit

4.l. Release of Kids Cove Funds

4.m. Sugarloaf Multiuse Path Extension Project - Contract Approval

4.n. Vango's, Inc. - Termination of Lease Agreement

4.o. Becky's Roadside Refreshments, LLC. - Concession Lease Agreement

4.p. Bike Month Proclamation

New Business

5. City Commission Policy 1999-01 - Revision

6. Public Art Contract - Kids Cove Dragonfly

7. Professional Services Agreement - Cliffs-Dow EPA Cleanup Grant Project

8. Proposed Charter Amendments - Roll Call Vote

9. MCSWMA Articles of Incorporation Amendment - Roll Call Vote

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.

Agenda Date: 4/29/2024

Consent Agenda - Roll Call Vote

Approve the minutes of the April 8, 2024 regular Commission meeting

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- April 8 Minutes

City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Meeting Minutes
City Commission

Monday, April 8, 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

Mayor Pro Tem Jessica Hanley moved to Approve the agenda as presented, seconded by Commissioner Michael Larson and Carried Unanimously.

Announcements

Mayor Davis highlighted current openings on the City's volunteer boards and committees, and noted that two City Commission seats would be on the ballot in 2024. She reminded residents that the filing deadline for City Commission seats is April 23.

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

Matt Luttenberger spoke about the state of Norwood Avenue and requested that the City or the university take action to improve that street. He also spoke about citizen use of Lakeview Arena.

Cameron Smith spoke about the need to work together more broadly to overcome communication barriers. He shared the story of a woman with autism, who has been able to use existing technologies to communicate with an effectiveness that was not thought possible, and said communities should focus on making technology and services available to all.

Presentation(s)

1. Traffic-Parking Advisory Committee, by Gerald Kujawa

Gerald Kujawa offered an update on the last year of meetings from the Traffic and Parking Committee. He spoke about resident comments and traffic-related changes implemented this year, and shared information about Complete Streets. He said that the board had discussed an interest in having the name changed to reflect a focus on Complete Streets and broader transportation planning. Commissioners thanked Kujawa and the rest of the board for their efforts, and for dealing with the public concern that come their way.

2. Bicycle Friendly Community Award Designation - Marquette, by City Planner Dave Stensaas

Planner David Stensaas presented the city's recent designation as a silver-level Bicycle Friendly Community by the League of American Bicyclists - Marquette is one of five communities recognized in the state with a silver- or gold-level designation.
Stensaas spoke about some of the things that the City has done in recent years to become a more bike- and pedestrian-friendly community. He noted that the LAB designation came with a report card explaining how to improve further, and said the report card will be posted online.

Public Hearing(s)

3. Rezoning of 756 W. Washington Street - Roll Call Vote

Mayor Pro Tem Jessica Hanley moved to Approve the adoption of Ordinance 728, rezoning 756 W. Washington Street from General Commercial to a Mixed-Use district, seconded by Commissioner Michael Larson and Carried Unanimously by Roll Call Vote.

4. Consent Agenda

Commissioner Jermey Ottaway moved to Approve the Consent Agenda as written, seconded by Commissioner Paul Schloegel and Carried Unanimously.

4.a. Approve the minutes of the April 3, 2024 Commission work session

4.b. Approve the minutes of the March 25, 2024 regular Commission meeting

4.c. Approve the total bills payable in the amount of $603,963.89

4.d. Schedule Public Hearing - Rezoning of 600 W. Spring Street

New Business

5. Short-term Rental Resolution- Roll Call Vote

Mayor Pro Tem Jessica Hanley moved to Approve the resolution supporting HB 5438, and authorize the Mayor to sign, seconded by Commissioner Jermey Ottaway and Carried Unanimously by Roll Call Vote.

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

Barb Owdziej advocated for the Strong Towns approach to planning, and emphasized a desire for productive and safe streets that accommodate various forms of transportation. She recommended related resources to help understand how streets can be made more inclusive.
Matt Luttenberger, speaking about the complete streets discussion, emphasized the need for balanced, well-thought-out planning that accommodates all forms of transportation while ensuring safety and efficiency. He urged the commission to consider these aspects critically and to pursue policies that serve the whole community's needs.

Cameron Smith said the City Commission has a challenging job and he encouraged further support and collaboration within the community, emphasizing a need to share information in an effective and accessible manner.
Demetri Kaltsas also endorsed the Strong Towns approach and referenced traffic crash data, suggesting the city could collaborate with NMU in an attempt to decrease vehicle dependency among students.

Comments from the Commission

Commissioner Schloegel expressed pride in local sports, specifically Marquette American Legion Post 44 14U Bantam AA hockey team, that competed in New York recently. He said he's looking forward to continuing good weather.
Commissioner Smith requested public patience with public works as staff prepares for the summer, despite spring weather conditions that may still fluctuate significantly.
Commissioner Larson thanked the presenters and said he would be open to further discussions about supporting complete streets policies and actions in the City.
Commissioner Mayer thanked the public for their engagement and comments during the meeting, and he recommended reading the book from Strong Towns, which he said includes insights into municipal government and planning and is accessible, even for those without a deep background in these areas.
Commissioner Ottaway expressed enthusiasm for the upcoming Festival of the Angry Bear, which seems to mark the start of spring in Marquette.
Mayor Pro Tem Hanley had no comments.
Mayor Davis talked about complete streets, noting that she had read two books recommended to her by speakers at tonight's meeting. She said she likes the concept of bringing neighborhoods together, but she emphasized the importance of inclusive planning that accommodates all community members, including those who cannot bike or walk. She also paid tribute to Bob Chapman, who passed away recently, but left a lasting impact through his service on various community committees, including most recently on the City's Presque Isle Park Advisory Committee.

Comments from the City Manager

City Manager Karen Kovacs also acknowledged Bob Chapman's recent passing and his significant contributions to community parks and recreational planning. She reaffirmed the position of the City's complete streets policy in street reconstructions and capital improvement planning and noted that the City makes decisions with an eye toward promoting safe and inclusive transportation options. She mentioned that the City is always on the lookout for additional funding for both planning and implementation efforts. She reminded everyone about her upcoming community office hours, and said that the Angry Bear, and the salamander crossing means that spring is near.

Adjournment

Mayor Davis adjourned the meeting at 7:05 p.m.

_____ _____

Sally Davis, Mayor **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.

Agenda Date: 4/29/2024

Consent Agenda - Roll Call Vote
Ainsley's HALO Non-Profit Status - Roll Call Vote

BACKGROUND:

A representative of Ainsley's HALO recently contacted the City and requested the adoption of a resolution recognizing them as a local non-profit organization. They plan to conduct their first fundraising raffle in June, and the Bureau of State Lottery requires the local governing body to first recognize their designation as a non-profit agency. The group has provided the City with a copy of the proposed resolution, a roster of their board of directors, the general dates of the first proposed raffles, confirmation of their IRS 501(c)(3) designation, bylaws and articles of incorporation. Organizations supply this information when asking the Commission for this recognition, in accordance with City Commission Policy 2011-01.

FISCAL EFFECT:

None to the City.

RECOMMENDATION:

Adopt the resolution recognizing Ainsley's HALO as a non-profit organization operating in the community for the purpose of obtaining a charitable gaming license, and authorize the Clerk to sign the resolution.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Resolution

MICHIGAN LOTTERY
Charitable Gaming Division
Box 30023, Lansing, MI 48909
OVERNIGHT DELIVERY:
101 E. Hillsdale, Lansing MI 48933
(517) 335-5780
www.michigan.gov/cg

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL.432.103(K)(ii))

At a _____ meeting of the _____
REGULAR OR SPECIAL — TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by _____ on _____
DATE

at _____ a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from _____ of _____,
NAME OF ORGANIZATION — CITY

county of _____, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for _____.
APPROVAL/DISAPPROVAL

APPROVAL		DISAPPROVAL	
Yeas:	_____	Yeas:	_____
Nays:	_____	Nays:	_____
Absent:	_____	Absent:	_____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and adopted by the _____ at a _____
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD — REGULAR OR SPECIAL

meeting held on _____.
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

_____
PRINTED NAME AND TITLE

_____
ADDRESS

COMPLETION: Required.
PENALTY: Possible denial of application

BSL-CG-1153(R6/09)

Agenda Date: 4/29/2024

Consent Agenda - Roll Call Vote
Application to Use City Property Adjacent to 136 W. Baraga Ave. (Front)

BACKGROUND:

136 Baraga LLC has submitted an application to use a small portion of the Baraga Avenue right-of-way adjacent to the building entrance at 136 W. Baraga Avenue for the placement of new concrete steps and a landing for entrance to the building. All City staff reviewers approved of the request, the City Attorney has drafted the license, and a representative of 136 Baraga LLC has signed the license.

FISCAL EFFECT:

The application fee for a License to Use City Property is currently $445 and has been paid.

RECOMMENDATION:

Approve the License, and authorize the Mayor and City Clerk to sign the License Agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- GOL_136 W Baraga Ave_Steps in Baraga Ave. ROW
- Application for License_136 W Baraga_Stoop_Holsworth

GRANT OF LICENSE

THE CITY OF MARQUETTE, a municipal corporation of 300 W. Baraga Ave., Marquette, MI 49855, ("City"), and 136 Baraga LLC, of 136 W. Baraga Avenue, Marquette, MI 49855, ("136 Baraga") licensee, enter into this agreement on April 9, 2024, subject to the following conditions:

1. Background. The City owns the West Baraga Avenue public right of way, in the City of Marquette, and State of Michigan.
   136 Baraga desires to construct a stoop and steps ("Steps"), on the real estate and to the specifications set forth in Exhibit A.
2. Grant of the license. In consideration of $445.00, the City grants to 136 Baraga the right to construct the Steps on the real estate and to the specifications set forth in Exhibit A.
3. Construction and Maintenance. 136 Baraga shall construct, and at all times while this License is in effect, maintain the Steps in good repair. 136 Baraga shall be responsible for all fees and expenses related to the construction and maintenance of the Steps and real estate described in Exhibit A.
4. Use. The right to use the real estate described in Exhibit A is not exclusive, however as long as this License is in effect, the City shall not permit any use contrary to the Steps except as may be necessary to install, repair, remove or replace utilities. In the event the City repairs, removes or replaces utilities, 136 Baraga shall be responsible for any removal of, repair to or replacement of the Steps in connection with utility work. 136 Baraga shall not use the real estate for any purpose except as specifically allowed within this agreement, and shall not alter, injure or damage the City's public right of way.
5. Reimbursement for damages. 136 Baraga shall reimburse the City for any physical damages to the City's public right of way caused by 136 Baraga's use on the real estate. 136 Baraga, and any successor or assign shall indemnify, defend and hold harmless the City from and against any demand, claim, action or cause of action, assessment, loss, damage, liability cost and/or expense, including but not limited to, interest, penalties, consultants fees and expenses, and attorneys' fees and expenses, asserted against, imposed upon or incurred by the City due solely to 136 Baraga's use. 136 Baraga's obligations under this provision shall not extend to claims, losses, expenses or damages arising out of or in any way attributable to the negligence of the City or its agents, consultants, or employees. 136 Baraga reserves the right to control the defense and settlement of any claim for which 136 Baraga has an obligation to indemnify hereunder.
6. Revocation. This License may be revoked by either party at any time by providing at least 90 days' written notice of termination to the other party. On the termination date, all rights and obligations of the parties shall cease and on or before the termination date, 136 Baraga shall remove the Steps from the real estate, at its own expense. 136 Baraga shall not be entitled to a reimbursement for any portion of the fee previously paid to the City.
7. Personal Interest. The rights granted herein are personal to 136 Baraga, and terminate upon the transfer of ownership of 136 Baraga's premises.
8. Entire Agreement. This Grant of License constitutes the entire agreement between the parties.

The said parties have caused this document to be executed the day and year first written above.

CITY OF MARQUETTE

_____
By: Sally Davis
Its: Mayor

_____
By: Kyle Whitney
Its: Clerk

STATE OF MICHIGAN)
COUNTY OF MARQUETTE)

Acknowledged before me in Marquette County, Michigan, on _____, 2024, by Sally Davis, Mayor and Kyle Whitney, Clerk, of the City of Marquette, a Michigan municipal corporation.

_____
_____, Notary Public
State of Michigan, County of Marquette
My Commission Expires: _____
Acting in the County of Marquette

136 BARAGA LLC

_____
By: CHARLES E HOLSWORTH

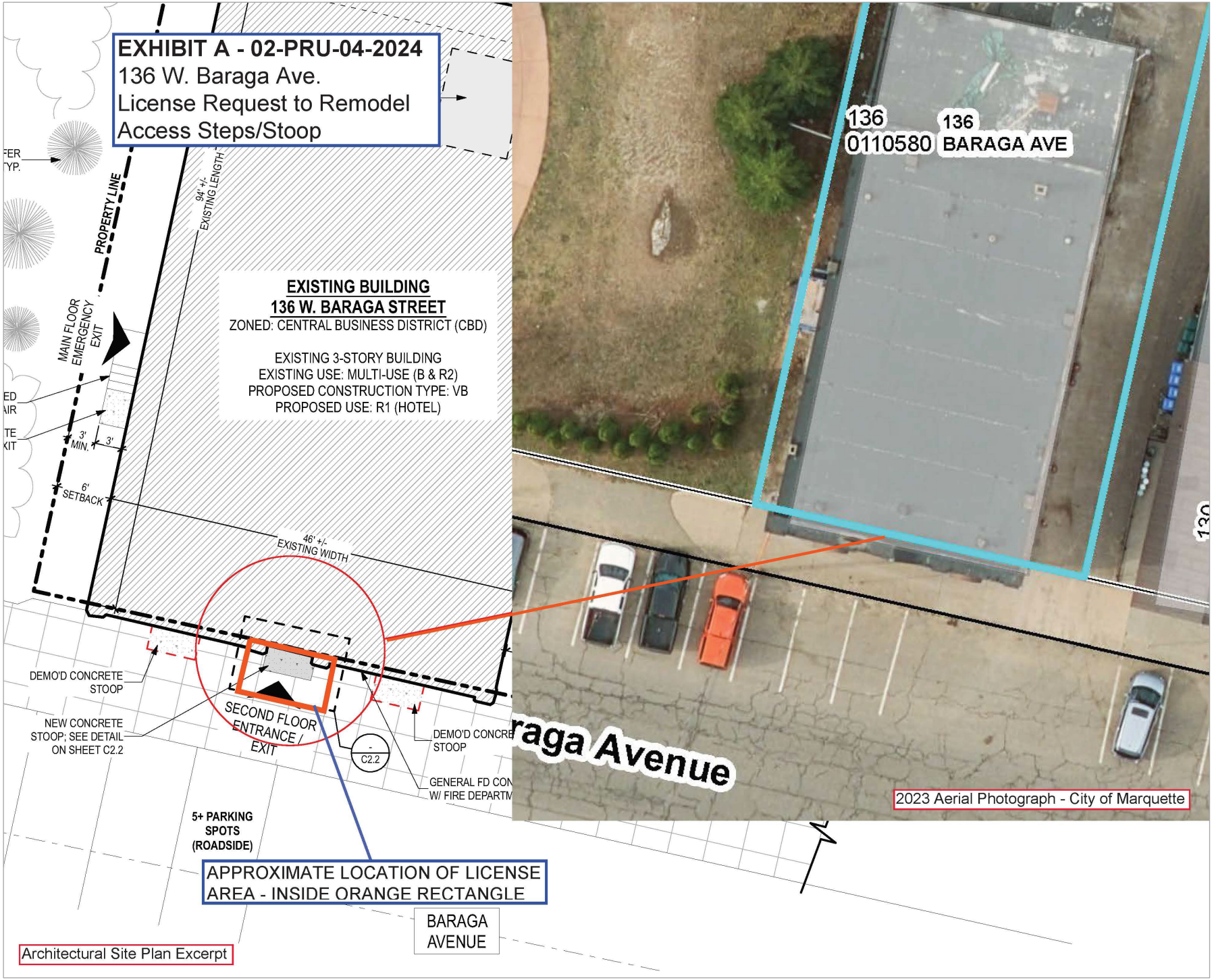
Its: MANAGING MEMBER

STATE OF MICHIGAN)
COUNTY OF MARQUETTE)

Acknowledged before me in Marquette County, Michigan, on April 9, 2024, by Charles Holsworth, Managing Member of 136 Baraga LLC.

_____
Ann M. Cook, Notary Public
State of Michigan, County of Marquette
My Commission Expires: 11-22-24
Acting in the County of Marquette

ANN M. COOK
Notary public, Marquette County, Michigan
My commission expires November 22, 2024.


EXHIBIT A - 02-PRU-04-2024
136 W. Baraga Ave.
License Request to Remodel
Access Steps/Stoop
PROPERTY LINE
94' +/- EXISTING LENGTH
MAIN FLOOR EMERGENCY EXIT
EXISTING BUILDING
136 W. BARAGA STREET
ZONED: CENTRAL BUSINESS DISTRICT (CBD)
EXISTING 3-STORY BUILDING
EXISTING USE: MULTI-USE (B & R2)
PROPOSED CONSTRUCTION TYPE: VB
PROPOSED USE: R1 (HOTEL)
3' MIN.
3'
6' SETBACK
46' +/- EXISTING WIDTH
DEMO'D CONCRETE STOOP
NEW CONCRETE STOOP; SEE DETAIL ON SHEET C2.2
SECOND FLOOR ENTRANCE / EXIT
C2.2
DEMO'D CONCRE STOOP
GENERAL FD CON W/ FIRE DEPARTM
5+ PARKING SPOTS (ROADSIDE)
APPROXIMATE LOCATION OF LICENSE AREA - INSIDE ORANGE RECTANGLE
BARAGA AVENUE
Architectural Site Plan Excerpt
136
0110580
136
BARAGA AVE
raga Avenue
2023 Aerial Photograph - City of Marquette

Mail to:
Municipal Service Center
Community Development Office
1100 Wright St.
Marquette, MI 49855

PRINT

CITY OF MARQUETTE
APPLICATION FOR LICENSE/EASEMENT OF CITY OWNED PROPERTY

CITY STAFF USE

Date Submitted: 3-11-2024 Parcel ID#: 0110580 File #: 02-PRU-04-24

Property Address/Location: 136 W. Baraga Ave.

Adequate Legal Description Submitted: (Y)/ N Anticipated Hearing Date: N/A

FEE $445 (We can only accept Cash or Check (written to the City of Marquette))

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED, ALL OF THE INFORMATION REQUIRED IS PRESENT AT THE TIME OF THE APPLICATION - NO EXCEPTIONS!

APPLICANT CONTACT INFORMATION

APPLICANT

Name: CHARLES HOLSWORTH

Address: 136 W. BARAGE AVENUE

City, State, Zip: MARQUETTE, MI 49855

Phone #: 906.451.5560

Fax #:

Email: CEHOLSWORTH@BASEHOSPITALITYGROUP.COM

****APPLICANTS OR REPRESENTATIVES ARE STRONGLY ENCOURAGED TO BE PRESENT AT THE MEETING****

APPLICANT'S REPRESENTATIVE

Name:

Address:

City, State, Zip:

Phone #:

Fax #:

Email:

****APPLICANTS OR REPRESENTATIVES ARE STRONGLY ENCOURAGED TO BE PRESENT AT THE MEETING****

What is the street address, or nearest street address, to the location of the requested license/easement?

136 WEST BARAGA AVENUE

Please describe the reason or necessity for the requested license/easement for use of the City property:

REQUEST: EXISTING CONCRETE STOOP IS REQUIRED TO BE UPGRADED AND COMPLY WITH LOCAL BUILDING CODES.

You may attach sketches, maps, photos, or other items that may help to illustrate/visualize your request. Community Development staff will attach a photo-map of the area.

Attachments: SEE ATTACHED PLANS FOR PROPOSED STOOP & STAIRS.

LEGAL DESCRIPTION

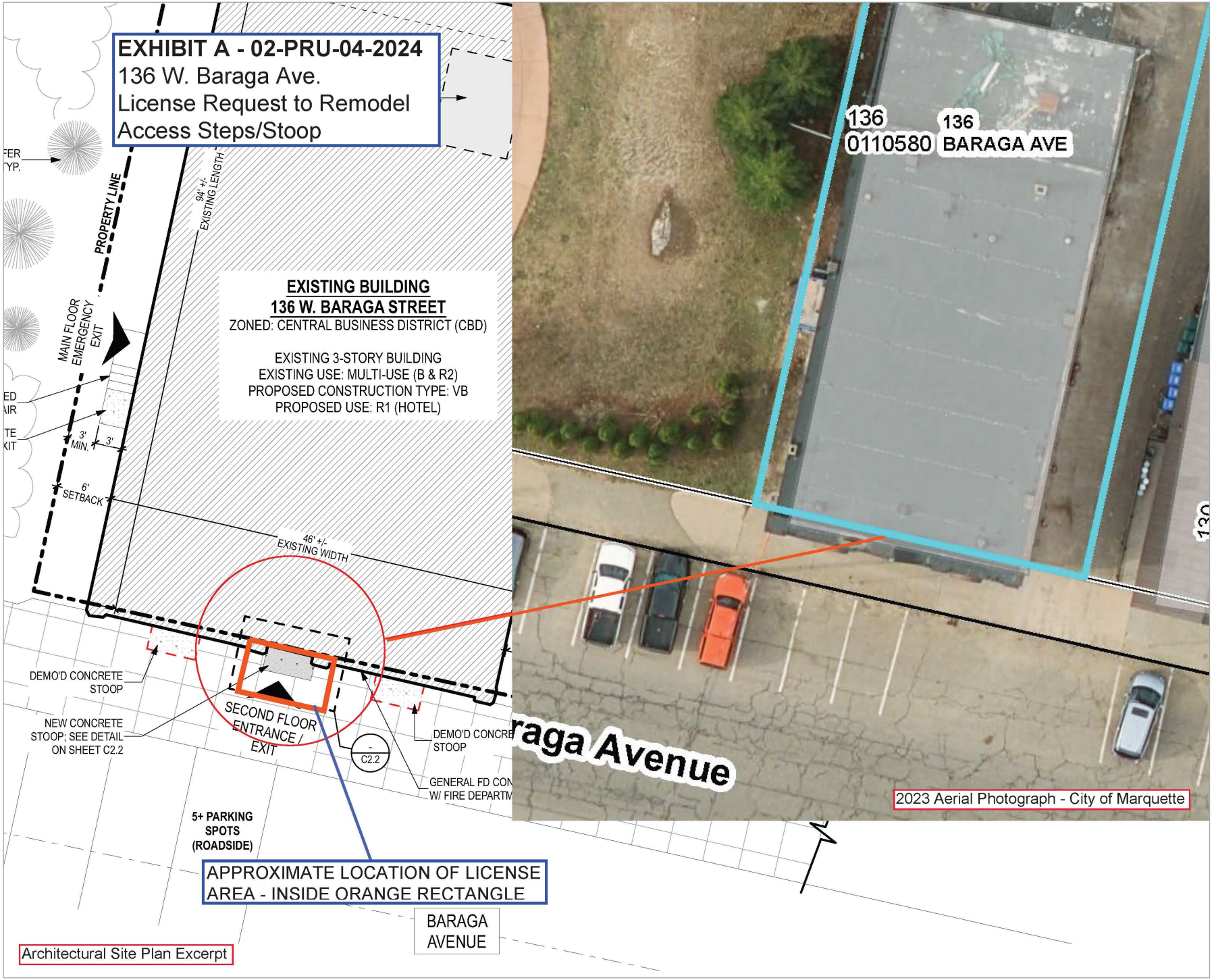
Legal description of the license/easement area:

SEE EXHIBIT A.

SIGNATURE

I understand that this application itself is not considered an approval and only the Marquette City Commission has the authority to grant an approval for a license/easement for use of property owned by the City of Marquette.

Signature: _____ Date: 3/11/2024


EXHIBIT A - 02-PRU-04-2024
136 W. Baraga Ave.
License Request to Remodel
Access Steps/Stoop
PROPERTY LINE
94' +/- EXISTING LENGTH
MAIN FLOOR EMERGENCY EXIT
3' MIN.
3'
6' SETBACK
46' +/- EXISTING WIDTH
EXISTING BUILDING
136 W. BARAGA STREET
ZONED: CENTRAL BUSINESS DISTRICT (CBD)
EXISTING 3-STORY BUILDING
EXISTING USE: MULTI-USE (B & R2)
PROPOSED CONSTRUCTION TYPE: VB
PROPOSED USE: R1 (HOTEL)
DEMO'D CONCRETE STOOP
NEW CONCRETE STOOP; SEE DETAIL ON SHEET C2.2
SECOND FLOOR ENTRANCE / EXIT
C2.2
DEMO'D CONCRE STOOP
GENERAL FD CON W/ FIRE DEPARTM
5+ PARKING SPOTS (ROADSIDE)
APPROXIMATE LOCATION OF LICENSE AREA - INSIDE ORANGE RECTANGLE
BARAGA AVENUE
Architectural Site Plan Excerpt
136
0110580
136
BARAGA AVE
raga Avenue
2023 Aerial Photograph - City of Marquette

File #: _____ Parcel ID#: _____

STAFF REVIEW

- For a sign/object/structure/project encroaching into a public right-of-way or on City property -

Please fill out the form within 48 hours of receiving it.

Reviewing Department	Recommend Approval	Comments

Planning & Zoning-Community Development

Date Received: _____

Treasurer

Date Received: _____

Police

Date Received: _____

Engineering- Community Development

Date Received: _____

DPW

Date Received: _____

Fire

Date Received: _____

DDA (if parcel is in DDA district - advisory)

Date Received:_____

Agenda Date: 4/29/2024

Consent Agenda - Roll Call Vote
Application to Use City Property Adjacent to 136 W. Baraga Ave. (Rear)

BACKGROUND:

136 W. Baraga LLC submitted an application to use a portion of municipal property that is between the rear of the building and the parking lot to the north of the 136 W. Baraga Avenue property, for the purpose of creating an egress driveway from the rear of the private property. The requested area of land is about 2,500 sq. feet and was a railway corridor that cut diagonally through the 100 block between Baraga Avenue and Spring Street. The Planning Commission and Downtown Development Authority have given approval to plans presented by the same applicants to use both the private and public property for this use, in conjunction with the redevelopment of the private property for use as a small hotel.

FISCAL EFFECT:

The application fee of $445 and has been paid.

RECOMMENDATION:

Approve the License and execute the Grant of License document.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- GOL-Exhibit 136 W Baraga Ave Driveway
- Application_136 W Baraga Ave_Driveway in Rear

GRANT OF LICENSE

THE CITY OF MARQUETTE, a municipal corporation of 300 W. Baraga Ave., Marquette, MI 49855, ("City"), and 136 Baraga LLC, of 136 W. Baraga Avenue, Marquette, MI 49855, ("136 Baraga") licensee, enter into this agreement on April 9, 2024, subject to the following conditions:

1. Background. The City owns the Spring Street Parking Lot, in the City of Marquette, and State of Michigan.
   136 Baraga desires to construct an access drive ("Drive"), on the real estate and to the specifications set forth in Exhibit A.
2. Grant of the license. In consideration of $445.00, the City grants to 136 Baraga the right to construct the Drive on the real estate and to the specifications set forth in Exhibit A.
3. Construction and Maintenance. 136 Baraga shall construct, and at all times while this License is in effect, maintain the Drive in good repair. 136 Baraga shall be responsible for all fees and expenses related to the construction and maintenance of the Drive and real estate described in Exhibit A.
4. Use. The right to use the real estate described in Exhibit A is not exclusive, however as long as this License is in effect, the City shall not permit any use contrary to the Drive except as may be necessary to install, repair, remove or replace utilities. In the event the City repairs, removes or replaces utilities, 136 Baraga shall be responsible for any removal of, repair to or replacement of the Drive in connection with utility work. 136 Baraga shall not use the real estate for any purpose except as specifically allowed within this agreement, and shall not alter, injure or damage the City's real estate.
5. Reimbursement for damages. 136 Baraga shall reimburse the City for any physical damages to the City's real estate caused by 136 Baraga's use on the real estate. 136 Baraga, and any successor or assign shall indemnify, defend and hold harmless the City from and against any demand, claim, action or cause of action, assessment, loss, damage, liability cost and/or expense, including but not limited to, interest, penalties, consultants fees and expenses, and attorneys' fees and expenses, asserted against, imposed upon or incurred by the City due solely to 136 Baraga's use. 136 Baraga's obligations under this provision shall not extend to claims, losses, expenses or damages arising out of or in any way attributable to the negligence of the City or its agents, consultants, or employees. 136 Baraga reserves the right to control the defense and settlement of any claim for which 136 Baraga has an obligation to indemnify hereunder.
6. Revocation. This License may be revoked by either party at any time by providing at least 90 days' written notice of termination to the other party. On the termination date, all rights and obligations of the parties shall cease and on or before the termination date, 136 Baraga shall remove the Drive from the real estate, at its own expense. 136 Baraga shall not be entitled to a reimbursement for any portion of the fee previously paid to the City.
7. Personal Interest. The rights granted herein are personal to 136 Baraga, and terminate upon the transfer of ownership of 136 Baraga's premises.
8. Entire Agreement. This Grant of License constitutes the entire agreement between the parties.

The said parties have caused this document to be executed the day and year first written above.

CITY OF MARQUETTE

_____
By: Sally Davis
Its: Mayor

_____
By: Kyle Whitney
Its: Clerk

STATE OF MICHIGAN)
COUNTY OF MARQUETTE)

Acknowledged before me in Marquette County, Michigan, on _____, 2024, by Sally Davis, Mayor and Kyle Whitney, Clerk, of the City of Marquette, a Michigan municipal corporation.

_____
_____, Notary Public
State of Michigan, County of Marquette
My Commission Expires: _____
Acting in the County of Marquette

136 BARAGA LLC

_____
By: CHARLES E HOLSWORTH

Its: MANAGING MEMBER

STATE OF MICHIGAN)
COUNTY OF MARQUETTE)

Acknowledged before me in Marquette County, Michigan, on April 9, 2024, by Charles Holsworth, Managing Member of 136 Baraga LLC.

_____
Ann M. Cook, Notary Public
State of Michigan, County of Marquette
My Commission Expires: 11-22-24
Acting in the County of Marquette

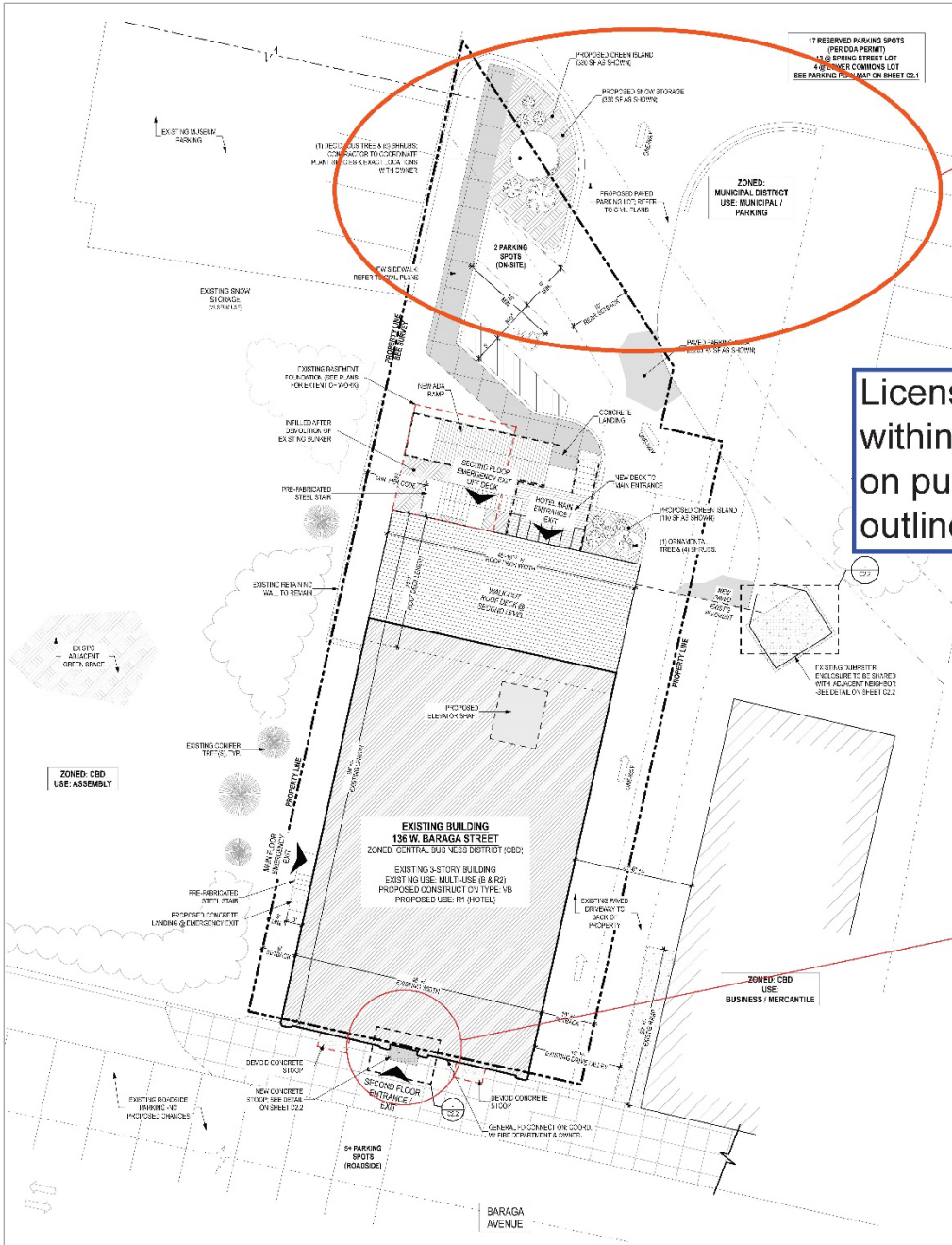
ANN M. COOK
Notary public, Marquette County, Michigan
My commission expires November 22, 2024.

EXHIBIT A - 03-PRU-04-2024

136 W. Baraga Avenue
License Request for New Access Drive into City Lot

EASEMENT REQUEST #2

License Area shown within triangular area on public land that is outlined in yellow



ARCHITECTURAL SITE PLAN

SCALE: 1" = 10'



A1

Mail to:
Municipal Service Center
Community Development Office
1100 Wright St.
Marquette, MI 49855

PRINT

CITY OF MARQUETTE
APPLICATION FOR LICENSE/EASEMENT OF CITY OWNED PROPERTY

CITY STAFF USE Rec#830519

Date Submitted: 3-11-24 Parcel ID#: 0110580 File #: 03-PRU-04-24

Property Address/Location: 136 W. Baraga St.

Adequate Legal Description Submitted: (Y)/ N Anticipated Hearing Date: N/A

CK# 1403

FEE $445 (We can only accept Cash or Check (written to the City of Marquette))

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED, ALL OF THE INFORMATION REQUIRED IS PRESENT AT THE TIME OF THE APPLICATION - NO EXCEPTIONS!

APPLICANT CONTACT INFORMATION

APPLICANT

Name: CHARLES HOLSWORTH

Address: 136 W. BARAGE AVENUE

City, State, Zip: MARQUETTE, MI 49855

Phone #: 906.451.5560 906 360 8599(c)

Fax #:

Email: CEHOLSWORTH@BASEHOSPITALITYGROUP.COM

****APPLICANTS OR REPRESENTATIVES ARE STRONGLY ENCOURAGED TO BE PRESENT AT THE MEETING****

APPLICANT'S REPRESENTATIVE

Name:

Address:

City, State, Zip:

Phone #:

Fax #:

Email:

****APPLICANTS OR REPRESENTATIVES ARE STRONGLY ENCOURAGED TO BE PRESENT AT THE MEETING****

What is the street address, or nearest street address, to the location of the requested license/easement?

136 WEST BARAGA AVENUE

Please describe the reason or necessity for the requested license/easement for use of the City property:

REQUEST TO PROVIDE VEHICULAR EGRESS THRU A ONE-WAY DRIVEWAY FROM THE HOTEL'S NORTH PARKING LOT TO ADJACENT PARKING SPOTS,

AND FOR THE PROPOSED USE AND LANDSCAPING & CONSTRUCTION ON THE CITY PROPERTY (TO THE NORTH OF THIS PARCEL).

You may attach sketches, maps, photos, or other items that may help to illustrate/visualize your request. Community Development staff will attach a photo-map of the area.

Attachments: See Exhibit showing area needed for parking are egress and landscaping, per Site Plan approval.

LEGAL DESCRIPTION

Legal description of the license/easement area:

SEE EXHIBIT A.

SIGNATURE

I understand that this application itself is not considered an approval and only the Marquette City Commission has the authority to grant an approval for a license/easement for use of property owned by the City of Marquette.

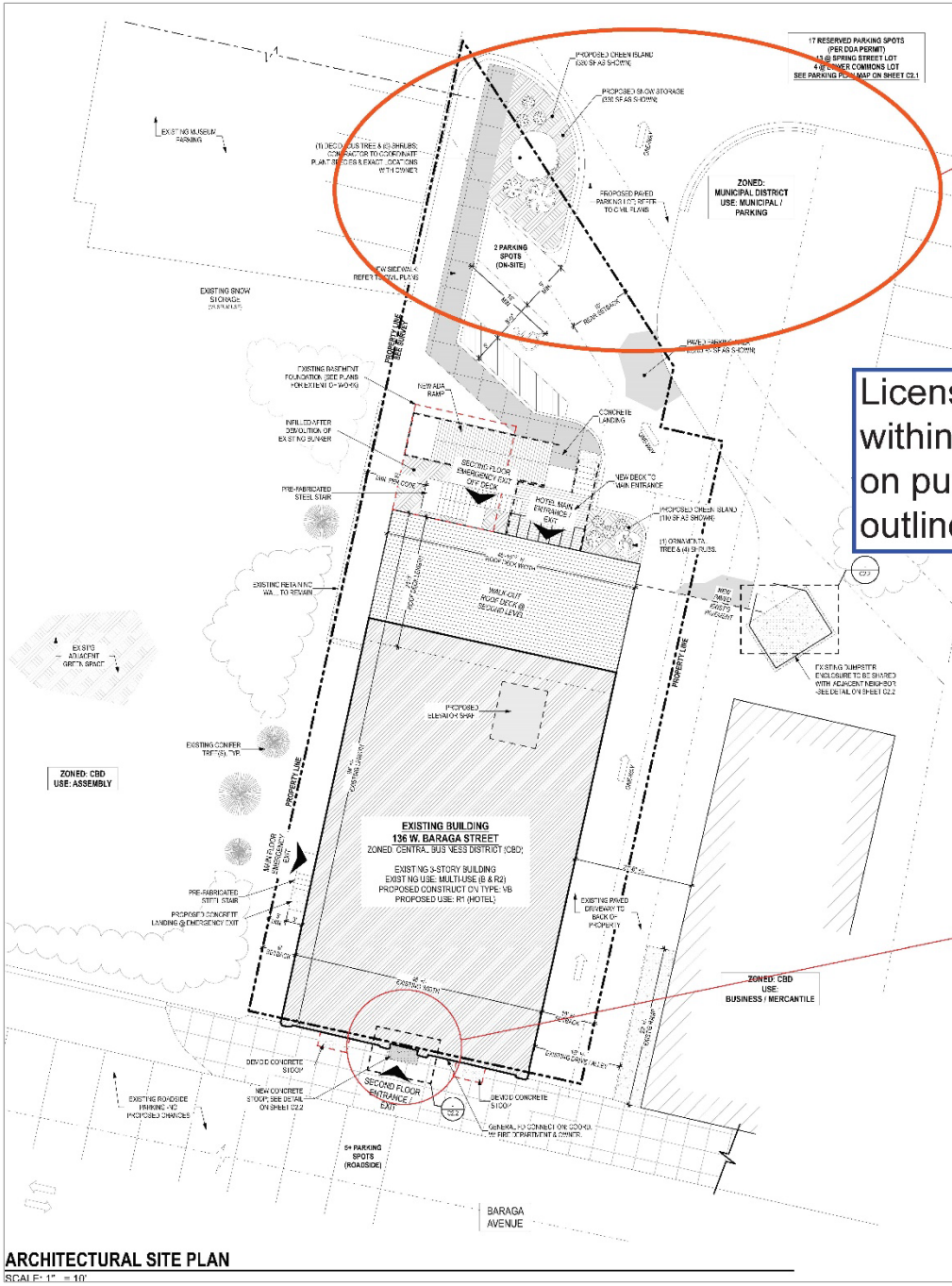
Signature: _____ Date: 3/6/2024

EXHIBIT A - 03-PRU-04-2024

136 W. Baraga Avenue
License Request for New Access Drive into City Lot

EASEMENT REQUEST #2

License Area shown within triangular area on public land that is outlined in yellow



ARCHITECTURAL SITE PLAN

SCALE: 1" = 10'



A1

Agenda Date: 4/29/2024

Consent Agenda - Roll Call Vote
Biosolids Hauling Contract

BACKGROUND:

All municipalities that generate biosolids are responsible for the management and end use of the material. M.J. VanDamme, Inc. has been the City's sole contractor for biosolids land application since 1995. The competitive bidding process was determined not to be in the City's best interest because of the limited number of vendors with specialized tools and expertise.

M.J. VanDamme, Inc. is currently under contract to provide seeding and mulching services with Cliffs Natural Resources. As part of the reclamation process, the addition of biosolids is a key component for a successful program. The contractor's familiarity with Cliffs Natural Resources properties, regulations and reclamation practices is a critical requirement for success.

In order to meet the Marquette Area Wastewater Treatment Facility needs, biosolids disposal is a critical component of meeting all regulatory requirements.

FISCAL EFFECT:

The Marquette Area Wastewater Treatment Professional and Contractual Budget contains sufficient funds for this service.

RECOMMENDATION:

Approve a two-year contract with M.J. VanDamme, Inc. at the per unit cost and conditions through December 31, 2025, and authorize the Mayor and Clerk to sign the contract.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Proposal
- Contract

M.J. VANDAMME, INC 2024
PROPOSAL

April 8, 2024

ATTN: Mark O'Neill, Director of Municipal Utilities

RE: Biosolids hauling and application for the City of Marquette

Scope: Provide contractual services of transporting and application of Biosolids from the Marquette Area Wastewater Treatment Facility to approved sites for a contract term ending December 31, 2025.

Service to be provided:

- Biosolids loading on site at the Wastewater Facility.
- Applications per owner at approved agronomic sites and rates.
- Insurance limits per City requirements.

Proposal Cost:

- Distance (one way) application to Cliffs Natural Resources will be charged at the 16-30 mile per unit rate.

2024 Rates

Distance	Liquid per gallon	Cake per cubic yard
31-60 miles	$.1527	$38.21
16-30 miles	$.1428	$31.87
15 miles or less	$.1238	$28.24

2025 Rates

Distance	Liquid per gallon	Cake per cubic yard
31-60 miles	$.1588	$39.74
16-30 miles	$.1483	$33.14
15 miles or less	$.1288	$29.37

- Any Work not covered under this agreement will be invoiced on a time and material basis.
- A mobilization charge of $2,340.00 will apply to each haul out (totaling $4,680.00 for the year both cake & liquid).

Thank you for your consideration. Please let us know if there are any questions.

Sincerely,

Rod Wells
General Manager
M.J. VanDamme Trucking, Inc.

301 Avenue A, PO Box 1172, Gwinn, MI 49841

CITY OF MARQUETTE
CONSTRUCTION CONTRACT

PROJECT NAME: Biosolids Hauling/Application

THIS AGREEMENT made this ___ day of April, 2024, between the City of Marquette, a Michigan Municipal Corporation, hereinafter called the "City" of 300 W. Baraga Avenue, Marquette, MI 49855, and M.J. VanDamme Trucking Inc., 301 Avenue A, Gwinn, a Michigan Corporation, hereinafter called "Contractor". WITNESSETH: That for and in consideration of the payments and Agreements hereinafter mentioned, the parties hereby agree as follows:

ARTICLE 1

CONTRACT DOCUMENTS

The "Contract Documents" consist of, but are not necessarily limited to, this Agreement, the invitation to Bid, Information for Bidders, Bidders Proposal, Addenda, Specifications, Supplemental Specifications, Special Provisions, Construction Drawings, Notice to Proceed, Allowances, Finish Schedules and any additional documentation issued prior to execution of this Agreement and all Change Orders as approved by the City. These Contract Documents represent the entire Agreement and understanding between the parties hereto.

ARTICLE 2

SCOPE OF THE WORK

Contractor will furnish all the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described in the Contract Documents.

ARTICLE 3

MATERIALS, APPLIANCES, and EMPLOYEES

Except as otherwise noted, the Contractor shall provide and pay for all materials, labor, tools and other items necessary to complete the work. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of good quality. All workmen shall be skilled in their trades.

ARTICLE 4

TIME OF COMPLETION

The commencement date of this project is ____**May 1**_____, **2024**, and the completion date of this project is ___**December 31**_____, **2025**.

ARTICLE 5

CONTRACT SUM

The Contractor agrees to perform all of the work described in the Contract Documents and comply with the terms therein for the sum of **$ 460,000** .

ARTICLE 6

PAYMENTS

The City will pay to the Contractor in the manner and at such times as set forth in the Specifications such amounts as required by the Contract documents.

ARTICLE 7

CONTRACTOR'S OBLIGATIONS

All work shall be in accordance to the provisions of the Contract Documents. All systems shall be in good working order.

All work shall be completed in a workmanlike manner and shall comply with all applicable laws.

Contractor shall obtain all necessary permits for the work to be completed under emergency conditions.

Contractor shall remove all construction debris and leave the project in a "broom clean" condition.

Upon satisfactory payment being made for the work performed by Contractor, Contractor shall furnish a full and unconditional Release of Lien for the work for which payment has been made.

Safety and Fire Protection: The Contractor shall be responsible for safety at the construction site. The Contractor will further comply with all applicable laws, rules and regulations of the Michigan Department of State Police, Fire Marshall Division, the State Fire Safety Board, Michigan Occupational Safety and Health Administration, and Local Agencies. Precaution shall be exercised at all times for the protection of persons and of property. The safety provisions of applicable laws, rules, regulations, building and construction codes shall be followed. Safety Hazards shall be guarded in accordance with safety provisions of the Manual of Accident Prevention in Construction published by The Associated General Contractors of America to the extent that such provisions are not in conflict with applicable laws.

ARTICLE 8

CONTRACTOR'S STATUS AS INDEPENDENT ENTITY

The City shall not assume any liability for the Contractor in the performance of the construction project, methods, techniques, sequences or programs in connection with the project since these are solely the Contractor's responsibility.

ARTICLE 9

CHANGE ORDERS AND PAYMENT

A change order is any change to the original plans and/or specifications. All change orders need to be agreed upon between the parties hereto, and address additional costs, time, consideration and dates when the work will begin and be completed. Change orders are not effective unless signed by both parties who shall not unreasonably withhold approval of the same. However, should the Contractor unreasonably refuse to approve a change order reasonably and in good faith submitted by the City, the Director of Public Works shall be empowered to make a final and fair determination as to the necessity for the change order and the fair and equitable cost to the Contractor and shall further be empowered to issue a final payment to the Contractor. Should the Contractor refuse to accept said final payment, the funds may be deposited in an Escrow Account by the City for the benefit of the Contractor.

ARTICLE 10

INSURANCE

The Contractor shall purchase and maintain Workman's Compensation and Liability Insurance coverage as required by law and deemed necessary for its own protection. Said insurance shall be written by an insurance carrier having at least an "A, VII" rating. The Contractor shall further name the City as an additional named insured on all certificates of insurances covering the project. Said insurance shall be in minimum limits of at least $1,000,000.00 for both general liability and automobile liability. The Contractor shall further maintain such insurance as will protect it from claims under worker's compensation acts and other employee benefits acts, from claims for

damages because of bodily injury, including death, and from claims for damages to property which may arise both out of and from claims for damages to property which may arise both out of and during operations under this contract, whether such operations are by Contractor or by anyone directly or indirectly employed by the Contractor. This insurance shall be written for not less than any limits of liability specified as part of the Contract Documents. Certificates of such insurance shall be filed with the City.

ARTICLE 11

INDEMNIFICATION

To the extent allowed by MCL 691.991, the Contractor hereby agrees to save and indemnify and keep harmless the City against all liability claims and judgments or demands for damages arising from accidents to persons or property occasioned by the Contractor, its agents or employees, and against all claims or demands for damages arising from accidents to the Contractor, its agents or employees, whether occasioned by said Contractor or its employees or by City or its employees or any other person or persons, and the said Contractor will defend any and all suits that may be brought against the City on account of any such accidents and will make good to, and reimburse, the City for any expenditures that said City may make by reason of such accidents; provided, however, that the Contractor shall not be responsible to the City on indemnity for damages caused by or resulting from the City's sole negligence.

ARTICLE 12

CITY'S RIGHT TO TERMINATE THE CONTRACT

Should the Contractor neglect to perform the work properly or fail to perform any provision of the Contract, the City, after seven (7) days' written notice to the

Contractor, and its surety, if any, may, without prejudice to any other remedy the City may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at its option, may terminate the Contract and take possession of all materials, tools and appliances and finish the work by such means as it sees fit, and if the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the City.

ARTICLE 13

CONTRACTOR'S RIGHT TO TERMINATE CONTRACT

Should the work be stopped by any public authority for a period of ninety (90) days or more, through no fault of the Contractor, or should the work be stopped through act or neglect of the City for a period of ninety (90) days, then the Contractor, upon seven (7) days' written notice to the City, may stop work or terminate the Contract and recover from the City payment for all work executed and any loss sustained and reasonable profit and damages.

ARTICLE 14

ACCESS TO WORK

The Contractor shall permit and facilitate observation of the work by the City and its agents and public authorities at all times.

ARTICLE 15

ARBITRATION OF DISPUTES

Any disagreement arising out of this contract or from the breach thereof shall be submitted to arbitration, and judgment upon the award rendered may be entered in

the court of the forum, state or federal, having jurisdiction. It is mutually agreed that the decision of the arbitrators shall be a condition precedent to any right of legal action that either party may have against the other. The arbitration shall be held under the Rules of the American Arbitration Association.

ARTICLE 16

WARRANTY

At the completion of this project, Contractor shall execute an instrument to City warranting the project for one (1) year against defects in workmanship or materials utilized. The manufacturer's warranty shall prevail.

At the time of completion, the Contractor shall furnish to the City material containing complete operation and maintenance instructions for all equipment in the project. The Contractor shall also furnish to the City at the time of completion all documents, warranties and guarantees on all equipment and services provided.

The Contractor shall re-execute any work that fails to conform to the requirements of the Contract and that appears during the progress of the work and shall remedy any defects due to faulty workmanship, which appear within a period of one (1) year from the date of completion of the Contract or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents. All equipment and materials will be warranted and guaranteed under the original equipment manufacturer's warranties and guarantees.

The Contractor shall restore any work damaged in fulfilling the terms and conditions of this Article. After such repair or replacement has been satisfactorily completed, the

Contractor's warranty with respect to such work repaired or replaced will be extended for an additional period of one (1) year beyond the warranty period described above. Contractor's obligations under this paragraph are in addition to any other obligation or warranty.

ARTICLE 17

FEDERAL-AID CONTRACTS

During the performance of every contract subject to Title VI of the Civil Rights Act of 1964 and Title 49, Code of Federal Regulations, Department of Federally-assisted programs of the Department of Transportation issued pursuant to the Act, the Contractor, for itself, its assignees and successors in interest agrees as follows:

1. **Compliance with Regulations**: The Contractor shall comply with Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection, retention and treatment of Subcontractors, including procurements of materials in the discrimination prohibited by Section 21.5 of the Regulation, including employment practices when the Contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including

procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

4. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department of the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State Highway Department or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

   b. Cancellation, termination or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor shall include provisions of paragraphs (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations, or directives issued

pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 18

INTEGRATION

This Agreement represents the entire understanding between the parties hereto and may not be amended, except in writing that is signed by both parties hereto.

ARTICLE 19

BINDING AGREEMENT

This Agreement will bind and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties.

ARTICLE 20

PURCHASING AGENT DESIGNATION AND AUTHORITY

The Director of Public Works 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 Contractor.

IN WITNESS WHEREOF, the parties have made and executed this Agreement, the day and year first above written.

Signed this _____ day of _____, 20___.

THE CITY OF MARQUETTE

_____
Witness

_____
Witness

_____
Witness

By: _____

Its: _____

Address: _____

Telephone#: _____

_____
Sally Davis, Mayor
City of Marquette

_____
Kyle L. Whitney, City Clerk
City of Marquette

M. J. Van Damme
Contractor Name

By: Rodney D. Wells

Its: General Mgr.

Address: 301 Ave A Gwinn MI

Telephone#: 906-346-2641

APPROVED AS TO FORM:

_____
Suzanne C. Larsen
City Attorney

APPROVED AS TO SUBSTANCE:

_____
Karen M. Kovacs
City Manager

Agenda Date: 4/29/2024

Consent Agenda - Roll Call Vote
FEMA Intergovernmental Agreement - Roll Call Vote

BACKGROUND:

FEMA has recently updated flood maps which requires an update to the City Code along with an updated intergovernmental agreement between Marquette County and the City of Marquette. This agreement will ensure that the Marquette County building department will continue to enforce rules regarding development in floodplains. The Marquette County Board authorized approval of this agreement at their April 2, 2024 meeting.

FISCAL EFFECT:

None.

RECOMMENDATION:

Approve the Michigan Community Resolution and Intergovernmental Agreement to manage floodplain development for the national flood insurance program, and authorize the Mayor and Clerk to sign the Resolution and Agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Intergovernmental Agreement

MICHIGAN COMMUNITY RESOLUTION AND INTERGOVERNMENTAL

AGREEMENT TO MANAGE FLOODPLAIN DEVELOPMENT

FOR THE NATIONAL FLOOD INSURANCE PROGRAM

Community A *(NFIP community)***: City of Marquette**

Community/Entity B *(enforcing agency)***: County of Marquette, Michigan**

WHEREAS, Community A (*check the appropriate following box statement*) ☑ currently participates ☐ desires to participate in the Federal Emergency Management Agency's (FEMA) National Flood Insurance Program (NFIP) by complying with the program's applicable statutory and regulatory requirements for the purposes of significantly reducing flood hazards to persons, reducing property damage, reducing public expenditures, and providing for the availability of flood insurance and federal funds or loans within its community; and

WHEREAS, the NFIP requires that floodplain management regulations must be present and enforced in participating communities, and utilize the following definitions which also apply for the purposes of this resolution:

1. Flood or Flooding means:
   a. A general and temporary condition of partial or complete inundation of normally dry land areas from: 1) the overflow of inland or tidal waters, 2) the unusual and rapid accumulation or runoff of surface waters from any source, 3) mudflows, and
   b. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding, as defined in paragraph (a)(1) of this definition.
2. Flood Hazard Boundary Map (FHBM) means an official map of a community, as may have been issued by the FEMA, where the boundaries of the areas of flood, mudslide (i.e., mudflow) related erosion areas having special hazards have been designated as Zone A, M, and/or E.
3. Floodplain means any land area susceptible to being inundated by water from any source (see definition of flooding).
4. Floodplain management means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works, and floodplain management regulations.
5. Floodplain management regulations means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance, and erosion control ordinance) and other applications of police power that provide standards for the purpose of flood damage prevention and reduction.
6. Structure means a walled and roofed building that is principally above ground, gas or liquid storage facility, as well as a mobile home or manufactured unit.

WHEREAS, the Stille-Derossett-Hale Single State Construction Code Act", Act No. 230 of the Public Acts of 1972, as amended, (construction code act), along with its authorization of the state construction code composed of the Michigan Residential Code and the Michigan Building Code [and its Appendices (specifically Appendix G)] contains floodplain development and management

regulations that comply with the FEMA NFIP minimum floodplain management criteria for flood prone areas as detailed in Title 44 of the Code of Federal Regulations (44 CFR), Section 60.3, and

WHEREAS, by the action dates of this document Community/Entity B affirms/agrees on behalf of Community A to function as the designated enforcing agency to discharge the responsibility of administering, applying, and enforcing the construction code act and the state construction code, specifically the Michigan Residential Code and the Michigan Building Code, and the Michigan Rehabilitation Code for Existing Buildings to all development within Community A's political boundaries, and

WHEREAS, Community A and Community/Entity B enforce floodplain regulations of the construction code act, and Community A wishes to ensure that the administration of that code complies with requirements of the NFIP, and

NOW THEREFORE, to maintain eligibility and continued participation in the NFIP,

1. Community A and Community/Entity B agree that Community/Entity B's officially designated enforcing agency for the construction code act, the Marquette County Building Official (*community official/position title or name of other entity, agency, firm*), be directed to administer, apply, and enforce on Community A's behalf the following floodplain management regulations as contained in the state construction code (including Appendix G) and to be consistent with those regulations, by:
    a. Obtaining, reviewing, and reasonably utilizing flood elevation data available from federal, state, or other sources pending receipt of data from the FEMA to identify the flood hazard area, and areas with potential flooding (Appendix G103.3), and
    b. Ensuring that all permits necessary for development in floodplain areas have been issued, including a floodplain permit, approval, or letter of no authority from the Michigan Department of Environmental Quality under the floodplain regulatory provisions of Part 31, "Water Resources Protection," of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (Appendix G103.2), and
    c. Reviewing all permit applications to determine whether the proposed building sites will be reasonably safe from flooding (Appendix G103.1). Where it is determined that a proposed building will be located in a flood hazard area or special flood hazard area, Community/Entity B shall implement the following applicable codes according to their terms:
        i) All appropriate portions and specifically the floodplain management regulation portions and referenced codes and standards of the current Michigan Residential Code.
        ii) All appropriate portions and specifically the floodplain management regulation portions and referenced codes and standards of the current Michigan Building Code.
        iii) Appendix G of the current Michigan Building Code.
        iv) All appropriate portions and specifically the floodplain management regulation portions and referenced codes and standards of the current Michigan Rehabilitation Code for Existing Buildings.
    d. Maintaining records of new structures and substantially improved structures concerning any certificates of floodproofing, lowest floor elevation, basements, floodproofing, and elevation to which structures have been floodproofed (Appendix G103.9).
2. Community A and Community/Entity B agree that Community A will retain responsibility for the following:
    a. Reviewing all proposed subdivisions to determine whether such proposals are reasonably safe from flooding and to ensure compliance with all applicable floodplain management regulations (Appendix G301.2); and

Advising FEMA of any changes in community boundaries, including appropriate maps.

3. Community A and Community/Entity B will split the following responsibilities:
   a. Assisting in the delineation of flood hazard areas (Community A); provide information concerning uses and occupancy of the floodplain or flood-related erosion areas (Community A), maintain flood proofing and lowest floor construction records (Community B), and cooperate with other officials, agencies, and persons for floodplain management (both).
4. Community A assures the Federal Insurance Administrator (Administrator) that it intends to review, on an ongoing basis, all amended and revised FHBMs and Flood Insurance Rate Maps (FIRMs) and related supporting data and revisions thereof and revisions of 44 CFR, Part 60, Criteria for Land Management and Use, and to make such revisions in its floodplain management regulations as may be necessary to assure Community A's compliant participation in the program.
5. Community A further assures the Administrator that it will adopt the current effective FEMA Flood Insurance Study (FIS), FHBMs, and/or the FIRMs by reference within its Floodplain Management Map Adoption Ordinance or similarly binding ordinance documentation.

FURTHER BE IT RESOLVED, both communities declare their understanding that, until this resolution is rescinded or Community A makes other provision to enforce the construction code act:

1. CommunityA and Community/Entity B must administer and enforce the construction code act in accordance with the terms and the conditions contained herein, and
2. For Community A to continue its participation in the NFIP, the construction code act must be administered and enforced according to the conditions contained herein.

Community A: _____ Date Passed: _____

Officer Name: _____ Title: _____

Signature: _____ Date: _____

Witness Name: _____ Title: _____

Signature: _____ Date: _____

Community/Entity B: _____ Date Passed: _____

Officer Name: _____ Title: _____

Signature: _____ Date: _____

Witness Name: _____ Title: _____

Signature: _____ Date: _____

Agenda Date: 4/29/2024

Consent Agenda - Roll Call Vote
Ordinance 727 - Designation of Regulated Floodprone Hazard Areas

BACKGROUND:

FEMA has published updated flood maps for Marquette County that will be effective on June 6, 2024 and the City is required to amend its current floodplain ordinance to reflect these changes.

Per City Charter, an ordinance cannot be adopted at the meeting in which it is introduced. This item should be moved to the next regular meeting agenda for the second read.

FISCAL EFFECT:

None.

RECOMMENDATION:

Move Ordinance 727 to the next regular meeting agenda for consideration.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Ordinance 727

ORDINANCE #727
AN ORDINANCE TO AMEND MARQUETTE CITY CODE CHAPTER 10 – BUILDINGS AND BUILDING REGULATIONS, WITH REGARD TO REGULATED FLOOD PRONE HAZARD AREAS

INTENT
The purpose of this ordinance is to amend Section 10-21 of the Marquette City Code to affirm an enforcing agency to discharge the responsibility of the City of Marquette located in Marquette County, and to designate regulated flood hazard areas under the provisions of the State Construction Code Act, Act No. 230 of the Public Acts of 1972, as amended.

The City of Marquette Ordains:

SECTION 1. That Section 10-21 be hereby amended in its entirety to read as follows:

Sec. 10-21. – Designation of regulated floodprone hazard areas.
The Federal Emergency Management Agency (FEMA) Flood Insurance Study (FIS) Entitled "The Flood Insurance Study for Marquette County, All jurisdictions" and dated June 6, 2024 and the Flood Insurance Rate Maps (FIRM) listed on the Index Panel 26103CINDOB effective June 6, 2024 are adopted by reference for purposes of administration of the Michigan Construction Code, and declared to be part of Section 1612.3 of the Michigan Building Code, and to provide the content of the "Flood Hazards" section of Table R301.2(1) of the Michigan Residential Code.

SECTION 2. That a new Section 10-22 be hereby adopted, to read as follows:

Sec. 10-22. – Most restrictive standards and requirements apply.
Where this article conflicts with any other provision of this Code, the provisions of this article shall apply, except where other code provisions impose more stringent restrictions furthering the intent and purpose of this article, in which case the more stringent restriction shall apply.

SECTION 3. That this ordinance shall take effect ten days after adoption but not before publication.

_____ _____
Sally Davis, Mayor Kyle L. Whitney, City Clerk

Date Adopted: _____

Date Published: _____

Agenda Date: 4/29/2024

Consent Agenda - Roll Call Vote
Lake Street Fiber Replacement and Burial Services

BACKGROUND:

The Marquette Board of Light and Power (MBLP) is planning a routine replacement of aging power lines along South Lake Street, and neighborhood residents have asked the MBLP to bury the power lines and remove the poles during this project. The MBLP and other utility companies have agreed to relocate their lines, with the MBLP agreeing to pay for removal of all utility poles as long as all utility lines are removed. The Lake Street residents have raised enough funds to cover the cost from MBLP, PFN and Spectrum (the three other entities on the poles). The City currently maintains fiber lines on these poles running to the Marquette Area Wastewater Treatment Facility. If the City keeps the aerial fiber lines, it must assume responsibility of these poles from the MBLP in perpetuity. The cost incurred in the first five years of such ownership would, at a minimum, equal the one-time cost of fiber replacement and burial.

Preliminary plans for future replacement of the entire 11-mile fiber ring has been discussed by City staff and these plans included the line on South Lake Street. If replacement of this section of line is completed this year, it would simply be excluded from the future replacement project.

City staff received a quote from 906 Technologies - the City's preferred fiber vendor - to bury the fiber along the lake side of South Lake Street and recommends moving forward with this project. The total cost of the project is $46,266.08.

FISCAL EFFECT:

The City has received a quote from 906 Technologies for $46,266.08, for the fiber replacement project. There is adequate funding in the IT reserves earmarked for fiber replacement.

RECOMMENDATION:

Approve the expenditure of $46,266.08 and authorize the City Manager or her designee to contract with 906 Technologies, for fiber replacement and burial services along South Lake Street.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Utility Pole Assessment Lake Street
- Fiber replacement quote

Lake Street Utility Pole Assessment - 3/27/24

Pole Quantity	Condition	Removal cost/ pole	Replacement cost/ pole	25% fixed cost/ pole	Total
16	Good	$450	$1,500	$487.50	$39,000.00
12	Fair	$450	$1,500	$487.50	$29,250.00
18	Poor	$450	$1,500	$487.50	$43,875.00

46 Total

Assumptions
Poles in Good conditions have 35yr remaining service life
Poles in Fair conditions have 10yr remaining service life
Poles in Poor conditions have 5yr remaining service life

Other costs
Pole inspections 5yr interval @ $75/ pole

	Replacement Costs	Inspections Costs	Total
Total Cost to City after 5 years	$43,875.00	3375	**$47,250.00**
Total Cost to City after 10 years	$73,125.00	6900	**$80,025.00**
Total Cost to City after 35 years	$112,125.00	24150	**$136,275.00**

costs based on current (no inflation)

Poor Condition	Fair Condition	Good Condition







Estimate

Estimate Number: 4354
Estimate Title: New Fiber Run - S Lake Street
Expiration Date: 04/30/2024
Payment Terms: Hardware/Software due net 10 upon 906 Tech receipt / Labor due net 30 billed monthly

Estimate Prepared For

Todd Carruth
City of Marquette
300 W. Baraga Ave
Marquette, MI 49855
Phone:(906)-225-4358
tcarruth@marquettemi.gov

Ship To:
(If blank, assume 906 Tech ship-to address)

,

Estimate Prepared By

Chris Black
906 Technologies
161 County Road 492
Marquette, MI 49855
Phone:
Fax:906-273-1513
cblack@906technologies.com

Item#	Quantity	Item	Unit Price	Extended Price
One-Time Items				
1)	7000	Conduit, HDPE, 2", SDR 13.5, Smooth Wall, Orange, Tape	$1.46	$10,220.00
2)	8000	LightScope ZWP® Single Jacket/Armor, Gel-Free, Stranded Loose Tube Cable, 48 Strand, OS2	$0.73	$5,840.00
3)	8	2" Clear-Lock Coupler	$12.00	$96.00
4)	1	FER Series Fiber Optic Rack Mount Enclosure, 1U, 3 FSP Panel, Black	$100.89	$100.89
5)	3	Fiber Optic Panel Adapter, 24-Fiber, 6 LC Quad, Phosphor Zircon Sleeves, Blue	$81.60	$244.80
6)	2	OPTIchannel Splice Tray, 7", 12-Fiber, Fusion	$51.03	$102.06
7)	2	Fiber Pigtail Bundle, LC, OS2, 12 Fiber, 1 Meter	$51.41	$102.82
8)	1	12U 22in Depth Hinged Open Frame Wallmount Server Rack	$309.51	$309.51
9)	1	Utility installation All labor and heavy equipment included to install and ensure successful operation of fiber optic.	$29,250.00	$29,250.00
			One-Time Total	**$46,266.08**
			Subtotal	**$46,266.08**
			Total Taxes	**$0.00**
			Total	**$46,266.08**

Project Summary:

Payment Terms: Payment terms for material and labor are outlined at the top of this document. Any additional charges that fall outside of those outlined terms will be billed monthly at net 30 terms. An interest charge of 1.5% will be applied to all past due accounts. Services provided may be suspended until account is resolved. Customer shall also reimburse all costs and expenses for attorney's fees incurred in collecting any amounts past due. In addition, 906 Technologies offers leasing plans as an available

service to our clients. This is a fixed price estimate. However, should there be product cost changes, unforeseen circumstances or additional requests, final pricing may exceed this estimate. This project may include procurement and labor to purchase and prep a computer. It will be the client's responsibility for final disposition of old equipment. 906 Tech can securely wipe/destroy and then return the old equipment for a fee ($150 per server, $50 per computer).

Incorporation of General Terms and Conditions: In addition to the terms and conditions provided in this estimate, Client agrees to be bound by the General Terms and Conditions of 906 Technologies, LLC, which can be viewed at www.906technologies.com and which are incorporated herein. The General Terms and Conditions are meant to be read together with the terms and conditions provided in any estimates. If terms and conditions in any estimate conflict with the General Terms and Conditions, then the General Terms and Conditions shall control for the conflicting issue and the remaining terms and conditions in any estimate shall continue to have full force and effect.

Project Understanding: All hardware is subject to availability. A similar/equivalent part may be used in the event that the estimated part is no longer available. If there is a significant change in any pricing, a new estimate will be provided. This is an estimate done in best faith based on information provided to 906 Technologies. 906 Tech understands that the client, of whom this document was prepared for, is asking for a quote to purchase and/or complete work as outlined in the "Project Summary" portion of this document. The work may require coordination with the client and staff and access to the facility during hours which may be after normal business hours to facilitate the work done in order to limit impact to normal operations. The proposed hardware, software, and/or ancillary support equipment was selected based on discussions with the client personnel and in consideration of the client's stated current and future needs. If the conditions or needs have changed since initial discussion and/or development of this proposal or if our project understanding or objective is different than what is expected by the client, please notify us as soon as possible so we can amend our proposal or meet with your team to discuss additions or deletions from the proposed scope of service identified herein.

Authorizing Signature:
External Response:

Date:

Agenda Date: 4/29/2024

Consent Agenda - Roll Call Vote
Ontario Avenue Right-of-Way and Utility Easement

BACKGROUND:

A portion of Ontario Avenue, which is a Marquette County roadway (CR498), is located within the City limits. Marquette County plans to reconstruct this roadway in the near future and will need to better formalize the right-of-way agreement to satisfy State and Federal grant funding requirements. Marquette County has worked with City staff to prepare a right-of-way and utility easement that encompasses the portion of roadway within the City limits.

FISCAL EFFECT:

None.

RECOMMENDATION:

Approve the attached Right-of-Way and Utility Easement, and authorize the Mayor and Clerk to sign the attached document.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Ontario Avenue Easement

RIGHT-OF-WAY AND UTILITY EASEMENT

THIS EASEMENT (the "**Easement**") is made as of _____, 2024 by the CITY OF MARQUETTE, a Michigan municipal corporation, whose address is 300 West Baraga Avenue, Marquette, MI 49855 (the "**City**") to the MARQUETTE COUNTY ROAD COMMISSION, of 1610 North Second Street, Ishpeming, MI 49849 (the "**County**").

RECITALS

A. City is the owner in fee of real property commonly known a portion of County Road 498/Ontario Avenue, and legally described as:

> Part of the SE 1/4 of the SW 1/4 and part of the SW 1/4 of the SE 1/4 of section 9, T48N-R25W, City of Marquette, Marquette County, Michigan being more particularly described as:
>
> Beginning at the South 1/4 corner of Section 9, T48N-R25W also being the Point of Beginning; thence S89°51'57"E, 7.18' recorded as S89°51'50E, 7.00' along the South line of Section 9 to the East Right-of-Way line of Ontario Avenue and the W'ly parcel line of Document 2011R-06086; thence N01°03'15"E, 207.19' recorded as N01°03'10"E, ±205.9' along the East Right-of-Way line of Ontario Avenue extended Northerly and said W'ly parcel line to a point on a curve along the South Right-of-Way line of Wright Street as recorded in Document 2016R-06096; thence 60.46' along the South Right-of-Way line of Wright Street on a curve to the left having a radius of 1518.07', a delta angle of 02°16'55", and a long chord of N81°52'42"W, 60.46' to the West Right-of-Way line of Ontario Avenue extended northerly; thence S01°03'15"W, 215.59' along the West Right-of-Way line of Ontario Avenue extended to the South line of Section 9; thence S89°51'35"E, 52.83' along the South line of Section 9 to the Point of Beginning. Containing 0.29 acre, more or less, and subject to easements and restrictions of record. ("**Easement Parcel**").
>
> The above described parcel contains 0.29 acre, more or less, is shown on the Easement Map attached hereto as Exhibit "A", is hereby made part of this document and is subject to all mineral rights, mineral reservations, mineral exceptions, easements and building and use restrictions of record, and all other conditions, reservations, exceptions and restrictions as may be contained in any conveyance constituting the recorded chain of title to said premises, and further subject to all applicable zoning laws, ordinances and visible easements, if any.

B. City desires to grant a public right-of-way and utility easement on the Easement Parcel to the County.

DEDICATION OF EASEMENT

NOW, THEREFORE, the City grants an Easement to the County as follows:

1. Non-Exclusive Easement. City hereby grants to the County, for no consideration, a perpetual, non-exclusive easement for purposes of a public right-of-way and for constructing and maintaining utilities in, under, over and across the Easement Parcel. The Easement created herein is not exclusive, and City reserves the right to use the Easement Parcel for its own purposes, provided that such use shall not unreasonably interfere with the purposes of the easement created herein.

2. Interference and Obstruction. City shall have the right to grant additional easements to third parties in the Easement Parcel for purposes of installation, maintenance, and operation of utility facilities and utility infrastructure on, over, across, and through all or any portion of the Easement Parcel, provided that the same does not materially interfere with the rights created under this Agreement.

3. Miscellaneous Provisions:

A. Run with The Land. This Easement, and the rights and responsibilities set forth herein, are intended to and shall run with the land and shall be binding upon City, and its grantees, successors, and assigns.

B. Severability. The invalidity or enforceability of any part or provision hereof shall not affect the validity or enforceability of any other part or provision.

C. Governing Law. This Easement shall be governed by the laws of the State of Michigan.

D. Term. The term of this Easement shall continue in perpetuity; however this Easement may be amended or terminated upon the mutual written consent of the parties.

4. This Easement is exempt from transfer taxes pursuant to MCL 207.505(a) and 207.526(a).

The undersigned have executed this Right-of-Way and Utility Easement as of the day and year first above written.

CITY OF MARQUETTE

By: _____
Sally Davis, Mayor

By: _____
Kyle Whitney, City Clerk

STATE OF MICHIGAN)
)
COUNTY OF MARQUETTE)

Acknowledged before me in Marquette County, Michigan, on this ___ day of _____, 2024, by Sally Davis, Mayor and Kyle Whitney, Clerk of the City of Marquette.

_____
_____, Notary Public
State of Michigan, County of Marquette
My commission expires: _____
Acting in the County of Marquette

Approved as to Substance:

_____
Karen Kovacs, City Manager

MARQUETTE COUNTY ROAD COMMISSION

By: _____
Peter Duex
Its: Managing Director

STATE OF MICHIGAN)
)
COUNTY OF MARQUETTE)

Acknowledged before me in Marquette County, Michigan, on this 25 day of March, 2024, by Peter Duex, Managing Director of the Marquette County Road Commission.

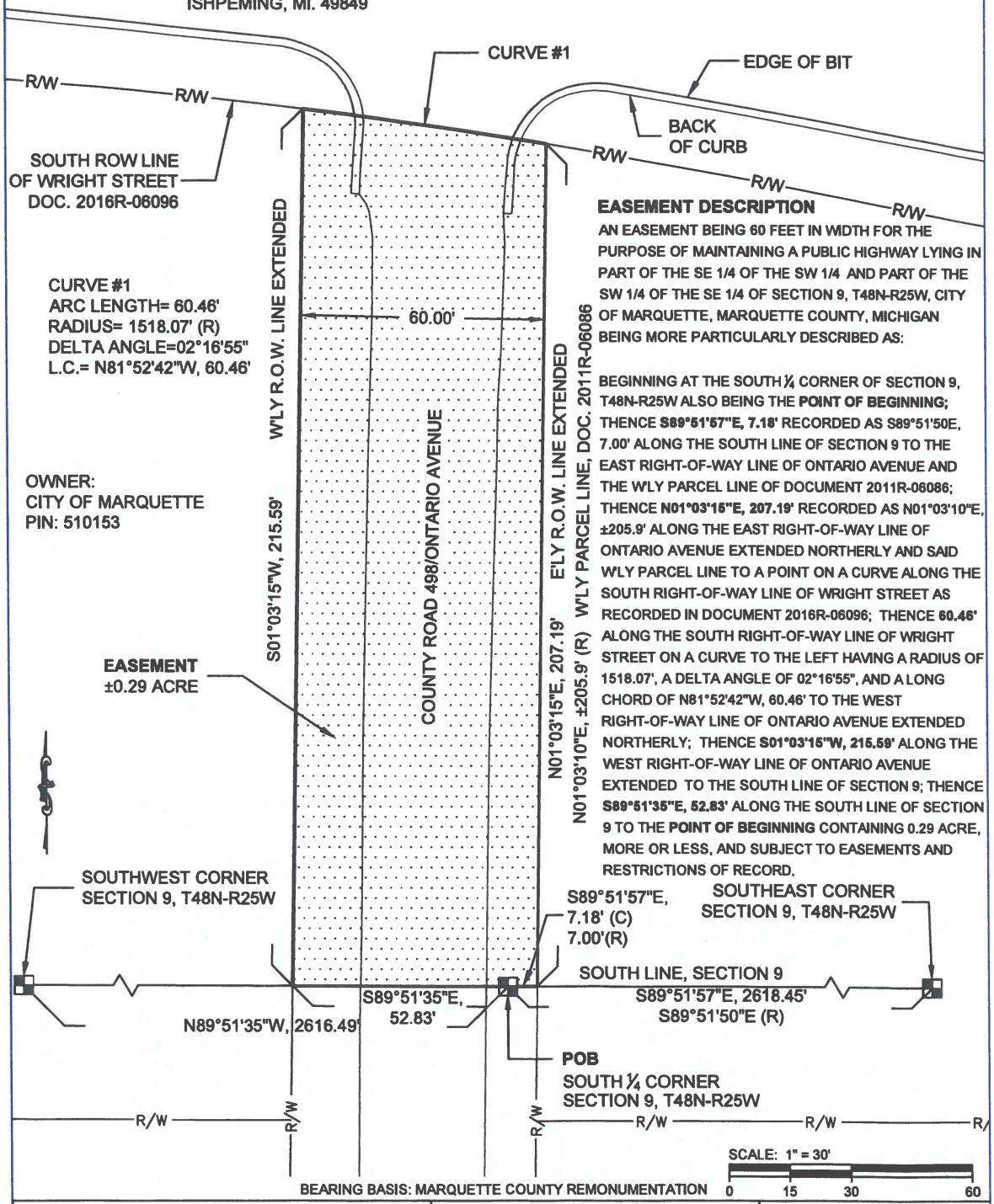
Kara Clisch
Kara Clisch, Notary Public
State of Michigan, County of Marquette
My commission expires: 06/10/2027
Acting in the County of Marquette

Drafted by:
Suzanne C. Larsen (P57107)
City Attorney, City of Marquette
300 W. Baraga Ave.
Marquette, Michigan 49855

EXHIBIT "A"
EASEMENT MAP

PART OF THE SE ¼ OF THE SW ¼ AND PART OF THE SW ¼ OF THE SE ¼ SECTION 9, T48N-R25W, CITY OF MARQUETTE, MARQUETTE COUNTY, MICHIGAN

PREPARED FOR: PETER DUEX, MANAGING DIRECTOR
MARQUETTE COUNTY ROAD COMMISSION
1610 NORTH SECOND STREET
ISHPEMING, MI. 49849



EASEMENT DESCRIPTION

AN EASEMENT BEING 60 FEET IN WIDTH FOR THE PURPOSE OF MAINTAINING A PUBLIC HIGHWAY LYING IN PART OF THE SE 1/4 OF THE SW 1/4 AND PART OF THE SW 1/4 OF THE SE 1/4 OF SECTION 9, T48N-R25W, CITY OF MARQUETTE, MARQUETTE COUNTY, MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE SOUTH ¼ CORNER OF SECTION 9, T48N-R25W ALSO BEING THE **POINT OF BEGINNING**; THENCE **S89°51'57"E, 7.18'** RECORDED AS S89°51'50E, 7.00' ALONG THE SOUTH LINE OF SECTION 9 TO THE EAST RIGHT-OF-WAY LINE OF ONTARIO AVENUE AND THE WLY PARCEL LINE OF DOCUMENT 2011R-06086; THENCE **N01°03'15"E, 207.19'** RECORDED AS N01°03'10"E, ±205.9' ALONG THE EAST RIGHT-OF-WAY LINE OF ONTARIO AVENUE EXTENDED NORTHERLY AND SAID W'LY PARCEL LINE TO A POINT ON A CURVE ALONG THE SOUTH RIGHT-OF-WAY LINE OF WRIGHT STREET AS RECORDED IN DOCUMENT 2016R-06096; THENCE **60.46'** ALONG THE SOUTH RIGHT-OF-WAY LINE OF WRIGHT STREET ON A CURVE TO THE LEFT HAVING A RADIUS OF 1518.07', A DELTA ANGLE OF 02°16'55", AND A LONG CHORD OF N81°52'42"W, 60.46' TO THE WEST RIGHT-OF-WAY LINE OF ONTARIO AVENUE EXTENDED NORTHERLY; THENCE **S01°03'15"W, 215.59'** ALONG THE WEST RIGHT-OF-WAY LINE OF ONTARIO AVENUE EXTENDED TO THE SOUTH LINE OF SECTION 9; THENCE **S89°51'35"E, 52.83'** ALONG THE SOUTH LINE OF SECTION 9 TO THE **POINT OF BEGINNING** CONTAINING 0.29 ACRE, MORE OR LESS, AND SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

MARQUETTE COUNTY ROAD COMMISSION
"LARGEST IN MICHIGAN"
1610 NORTH 2ND STREET
ISHPEMING, MI 49849
PHONE: (906) 486-4491
FAX: (906) 486-4493



THIS SKETCH DOES NOT REPRESENT, AND IS NOT INTENDED TO REPRESENT, A LAND SURVEY UNDER THE PROVISIONS OF ACT 132, MICHIGAN P.A. 1970, AS AMENDED

- ● -FOUND IRON AS NOTED
- ○ -SET 5/8" X 18" REBAR W/PS CAP
- ■ -FOUND CONCRETE MONUMENT
- □ -SET CONCRETE MONUMENT
- ⊠ -SECTION CORNER
- ⊕ -SIXTEENTH CORNER
- (R) -RECORD DIMENSION
- (M) -MEASURED DIMENSION
- (C) -CALCULATED DIMENSION

DRAWN BY:	DJL
SCALE:	1" = 30'
DATE:	02-07-2024
SHEET	1 OF 1
JOB:	CO RD 498

Agenda Date: 4/29/2024

Consent Agenda - Roll Call Vote
Pride Festival - Special Event Permit

BACKGROUND:

Upper Peninsula Rainbow Pride is requesting a Special Event Permit for City Parks, Streets, Buildings and Grounds to use Mattson Lower Harbor Park for the purposes of Pride Fest on June 8, 2024. Staff has worked with the City Attorney and Upper Peninsula Rainbow Pride to develop the permit.

FISCAL EFFECT:

The General Fund will receive $1,150 for exclusive use of the Park and utilities, plus miscellaneous fees.

RECOMMENDATION:

Approve the Special Event Permit for City Parks, Streets, Buildings and Grounds with Upper Peninsula Rainbow Pride, and authorize the Mayor and Clerk to sign the agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Permit and Insurance

SPECIAL EVENTS PERMIT FOR CITY PARKS,
STREETS, BUILDINGS AND GROUNDS

THIS AGREEMENT, made this _____ day of _____, 2024 between CITY OF MARQUETTE, a Municipal Corporation, of 300 W. Baraga Avenue, Marquette, Michigan, 49855, hereinafter referred to as the "CITY", and UPPER PENINSULA RAINBOW PRIDE, a Michigan corporation with a mailing address of P.O. Box 954, Marquette, Michigan 49855, hereinafter referred to as "PERMITTEE".

INSTRUCTIONS - PERMITTEE shall comply with all sections of this permit with a darkened box (■) .

WITNESSETH:

■ (1) Description. The CITY in consideration of the terms, conditions, covenants and agreements to be performed by PERMITTEE, does hereby grant to PERMITTEE permission to use and occupy the following ["premises"]:

MATTSON LOWER HARBOR PARK

■ (2) Term. The term of this Permit shall be for June 8, 2024 from 1:00 p.m. until 11:00 p.m.

■ (3) Acceptance of Premises. PERMITTEE has examined and is satisfied with the physical condition of the premises, and accepts the premises in their "as is" condition.

■ (4) Use. PERMITTEE may use and occupy the premises for:

"PRIDE FEST"

and for no other reason. The use and occupancy shall only be under PERMITTEE'S name or any assumed name of PERMITTEE. PERMITTEE shall not use or knowingly allow any part of the premises to be used for any unlawful purpose. In the event of any violation of this provision the CITY at its sole discretion may terminate this Permit and expel PERMITTEE from the premises. PERMITTEE waives, releases and relinquishes all claims of right or interest in the premises, other than as granted pursuant to this Permit.

■ (5) Fees. PERMITTEE shall be responsible for paying the following fees in connection with the use of the PREMISES:

Mattson Park	**$800 1st day**
Staging/stairs	**$20/section**
Alcohol Permit	**$50**
Trash drum liners (@ current cost)	**$_____****

**PERMITTEE may pickup 55-gallon trash drums from the CITY for use during the event and must return the drums to the City no later than 5:00 p.m. the Monday immediately after the event ends.

■ (6) Clean-up, Repairs, Maintenance and Damage. PERMITTEE shall be solely responsible for clean-up of the premises and the repair expense for any damage caused to the premises throughout the term of this Permit. PERMITTEE shall, at the direction of the CITY, provide a sufficient number of dumpsters and trash collection cans for the event. PERMITTEE will be responsible to reimburse the CITY for out-of-pocket costs (i.e. tipping fee) associated with trash removal and disposal. The CITY strongly encourages PERMITTEE to utilize volunteers for clean-up.

PERMITTEE shall take good care of and shall keep the premises, including its fixtures and furnishings, in a clean, safe, orderly and sanitary condition including, but not limited to, keeping all sidewalks, parking areas, alleys, roadways and facilities/areas which are a part of the premises, neat and clean; guarding all defects on the premises which may be a hazard to the general public and business invitees; and promptly removing all debris or any other material which may be a hazard to the general public and business invitees. PERMITTEE shall promptly make all repairs which are required to maintain the premises in the condition which existed upon the commencement of its actual use and occupancy. PERMITTEE shall not be required to repair plumbing and electrical components of the premises for damages which is not caused by the PERMITTEE, its guests or invitees. At the termination of this Permit, PERMITTEE shall yield and deliver up the premises in like condition, reasonable use and wear thereof and damage by the elements exempted.

■ (7) Clean-up and Damage Bond. PERMITTEE shall deposit with the Parks and Recreation Department a clean-up and damage bond in the form of cash or certified check payable to the CITY, in the amount of **$250.00**. This will correlate with the type of insurance required. The bond should be deposited with the Community Services Department - Parks and Recreation Division at the time the application is submitted, when possible, but is required prior to the permit being presented to the City Commission for approval. The bond shall be processed to be returned to PERMITTEE, without interest, within seven (7) days after all of the following have occurred:

(a) PERMITTEE has complied with all terms of this Permit, including completely vacating the premises by the required time period.

(b) the term of the Permit has expired;

(c) PERMITTEE has fully performed the restoration and clean-up of the premises to an "as-is" or better condition as prior to the event; and

(d) PERMITTEE has paid all fees set forth herein.

Should PERMITTEE fail to comply with any of these terms, the CITY may retain the clean-up and damage bond and if the amount thereof is insufficient, pursue all other remedies.

■ (8) Electrical Permits. For any event, carnival or fair connecting to or modifying an existing electrical source or service, PERMITTEE covenants and agrees to designate a licensed electrical contractor and secure an electrical permit in compliance under Article 525 of the current National Electric Code. An electrical permit shall be obtained two (2) weeks prior to the event and a copy shall be provided to the Community Services Department - Parks & Recreation Division office at least one (1) week prior to the event. Inspections shall be requested by the electrical contractor prior to the opening of the event, or use of the electrical service.

■ (9) All Utilities. The CITY agrees to allow PERMITTEE to use existing electrical and water services for food and beverage concessions, lighting and audio equipment. However, the CITY shall not be responsible for any damages whatsoever due to any interruption in electrical, water or other services.

There shall be no modification or alteration of the CITY's electrical supply boxes or other equipment, unless prior approval has been obtained from the CITY and any work is approved by the CITY's electrical inspector. All such work must be done by a licensed electrical contractor at PERMITTEE'S sole expense.

■ (10) Reimbursement of Utility Costs. PERMITTEE shall reimburse the CITY the sum of **$350.00** for the costs of electric, water and other utility services utilized by the PERMITTEE, its vendees and concessionaires.

■ (11) Signs. PERMITTEE shall be entitled, at PERMITTEE'S own expense, to install signs and banners along the premises. Signs shall comply with the Zoning Chapter of the Marquette Code of Ordinances.

■ (12) Insurances. CERTIFICATES OR OTHER EVIDENCE OF ALL REQUIRED COVERAGES AND ENDORSEMENTS MUST BE FILED WITH THE COMMUNITY SERVICES DEPARTMENT - PARKS & RECREATION DIVISION NO LATER THAN THE DATES LISTED WITH EACH TYPE OF INSUARNCE. FAILURE TO ABIDE BY THE REQUIRED DATES WILL RESULT IN THE EVENT BEING CANCELLED OR RESTRICT THE TYPE OF ACTIVITY THAT MAY OCCUR AT THE EVENT.

■ General Liability

PERMITTEE shall carry comprehensive general liability insurance, including premises and all operations, through companies licensed and admitted to do business in Michigan, which shall provide protection from all claims of damage or injury, including death, to persons and property which may arise out of, result from or be caused by PERMITTEE'S use or

occupancy of the premises or its operations conducted thereon, with occurrence and aggregate limits of not less $1,000,000, per occurrence.

THE CITY, ITS OFFICERS AND EMPLOYEES SHALL BE NAMED AN ADDITIONAL INSURED AND THIS COVERAGE SHALL BE ENDORSED ON THE CERTIFICATE AND POLICY "AS BEING PRIMARY TO THE CITY, AND NOT IN EXCESS OF ANY OTHER INSURANCE, SIMILAR PROTECTION (E.G. RISK MANAGEMENT ASSOCIATION) OR ANY OTHER VALID, APPLICABLE, OR COLLECTABLE INSURANCE OR SELF-INSURANCE WHICH IS OR MAY BE AVAILABLE TO OR CARRIED BY THE CITY."

PERMITTEE shall, no later than 30 days prior to the Event, provide the CITY with a certificate or other evidence of the required coverage. The certificate or other evidence of coverage shall provide a thirty (30) day written notice to the CITY in the event of cancellation or material changes in the coverage. Failure to abide by this provision will result in cancellation of the event.

- Liquor Liability.

PERMITTEE or its designee (for example, a local service club) shall carry liquor liability insurance with combined limits of not less than $500,000 insuring for any and all damage and liability which may be caused by, related to or arise out of the sale, furnishing, giving, distribution or consumption of alcoholic beverages on the premises.

PERMITTEE shall, no later than 7 days prior to the Event, provide the CITY with a certificate or other evidence of liquor liability insurance coverage. The certificate or other evidence of coverage shall provide a thirty (30) day written notice to the CITY in the event of cancellation or material changes in the coverage. Failure to abide by this provision will result in the prohibition of the sale, furnishing, giving, distribution or consumption of alcohol beverages at the event.

- Motor Vehicle Liability

PERMITTEE shall also obtain and maintain vehicle liability coverage for all owned, non-owned and hired motor vehicles which may be operated, maintained or used on the premises. Minimum combined limits of $500,000 shall be maintained.

PERMITTEE shall, no later than 30 days prior to the Event, provide the CITY with a certificate or other evidence of the required coverage. The certificate or other evidence of coverage shall provide a thirty (30) day written notice to the CITY in the event of cancellation or material changes in the coverage. Failure to abide by this provision will result in the prohibition of use of any motor vehicle at the event.

- Food

  PERMITTEE or its designee shall carry products and completed operations coverage insurance with combined limits of not less than $500,000 insuring for any and all damage and liability which may be caused by, related to or arise out of the sale, furnishing, giving, distribution or consumption of food on the premises.

  PERMITTEE shall, no later than 30 days prior to the Event, provide the CITY with a certificate or other evidence of the required coverage. The certificate or other evidence of coverage shall provide a thirty (30) day written notice to the CITY in the event of cancellation or material changes in the coverage. Failure to abide by this provision will result in the prohibition of the sale, furnishing, giving, distribution or consumption of food at the event.

- Other insurance.

  If PERMITTEE employs any independent contractor or others for any purpose whatsoever in relation to its use or occupancy of the premises, or for any operations or maintenance connected therewith, PERMITTEE shall obtain and maintain, or cause said independent contractor to obtain and maintain, policies of workers compensation insurance and such other liability insurance of the types and in the amounts outlined above which will provide coverage to the CITY, its officer and employees for all claims which may arise out of, result from or be caused by that work.

  PERMITTEE shall, no later than 30 days prior to the Event, provide the CITY with a certificate or other evidence of the required coverage. The certificate or other evidence of coverage shall provide a thirty (30) day written notice to the CITY in the event of cancellation or material changes in the coverage. Failure to abide by this provision will result in the prohibition of use of any independent contractor or other person or entity in connection with the event.

- (13) Indemnity. PERMITTEE covenants and agrees to indemnify, protect, defend and save the CITY, its officers and employees harmless from any claim, action or suit for any loss, liability and damages that may be asserted or levied against the premises or the CITY, its officers or employees, in whole or in part by reason of PERMITTEE'S acts or omissions, or by its use or occupancy of or its operations on the premises or by reason of any other person on the premises by contract, invitation or license, including any expenses, costs and attorney fees incurred in connection with any such claim, action or suit. In the event of any incident occurring on the premises resulting in any personal injury, including death, to any person, PERMITTEE shall give notice to the CITY within twelve (12) hours after the occurrence thereof or after PERMITTEE learns of such occurrence.

The indemnity, defense and hold harmless requirements shall include and extend to bodily injury to any person or injury to any property of PERMITTEE, its employees and all persons on the premises by contract, invitation or consent.

All property kept, stored or maintained in the premises shall be so kept, stored or maintained at the risk of PERMITTEE only.

■ (14) Right of Inspection and Access. The CITY may enter the premises at any time to examine, inspect and to do whatever the CITY may deem necessary or desirable to determine compliance with or to enforce the terms of the permit. Marquette police, fire and other enforcement personnel shall have unrestricted access to the premises at all times.

■ (15) Compliance With Rules and Regulations. PERMITTEE shall abide by all laws, statutes, ordinances, governmental orders, rules and regulations which control or in any manner affect or relate to the use or occupancy of the premises, or operations conducted thereon.

■ (16) Concessions. PERMITTEE or its designees shall be allowed to sell assorted food and beverage items and to run concession stands during the term of the Permit. PERMITTEE or its designee shall obtain all necessary licenses and/or permits from the appropriate state, county or city governmental authorities. All concessions will be closed by 11:00 p.m. each day. A copy of each license and/or permit obtained by PERMITTEE must be provided to the Parks & Recreation Department no later than 2 weeks prior to the event. PERMITTEE shall submit a list of all food concessionaires to the Fire Marshall's office one (1) week prior to the event. PERMITTEE shall notify and require the following of all food concessionaires:

(a) A fire extinguisher shall be provided in all tents and in all areas and enclosures used for cooking.

(i) The fire extinguisher shall be a 1A:20B: C type, a minimum of 5 pounds.

(ii) Proof that the fire extinguisher has been serviced within the last year is required.

(iii) The extinguisher shall be tagged with the date and service provider.

(iv) If the fire extinguisher was purchased within the last year, a sales slip must be provided.

(v) The unit shall be mounted on the center post of each tent, not more than five (5) feet of the ground and accessible for use in an emergency.

(b) All propane tanks used for cooking shall be secured so as to prevent tipping. The tanks shall be remote from congested areas.

(c) Only approved, heavy-duty extension cords shall be used and all electrical connections shall be protected.

If the vendor fails to comply with these requirements, they will not be permitted to participate in the event.

■ (17) Alcoholic Beverages. PERMITTEE or its designee shall be allowed to sell and/or furnish beer and wine on the premises as follows:

June 8, 2024 from 1:00 p.m. until 10:00 p.m.

PERMITTEE is solely responsible for obtaining all necessary licenses and permits in order to sell and/or furnish alcohol products. A copy of each license and/or permit obtained by PERMITTEE must be provided to the Parks & Recreation Department no later than 7 days prior to the event. Failure to abide by this provision will result in the prohibition of the sale, furnishing, giving, distribution or consumption of alcohol beverages at the event.

If an additional day is needed for the event due to inclement weather, the time for selling and/or furnishing beer and wine on the premises shall be from _____ a.m. / p.m. until _____ a.m. / p.m. on _____, 20__. The sale, furnishing and consumption of alcoholic beverages is specifically conditioned upon PERMITTEE or its designee obtaining and maintaining the appropriate license or permit from the Michigan liquor control commission at all relevant times and on PERMITTEE or its designee obtaining and maintaining liquor liability insurance as required in this Permit.

■ (18) Exclusive Use. PERMITTEE shall have the exclusive use of the premises during the term of this permit.

■ (19) Admission. PERMITTEE may charge admission to the general public to enter premises. Entry shall not be denied to any individual based upon race, sex, age, creed, or national origin.

■ (20) Police and Fire Protection. PERMITTEE shall fully reimburse the CITY at overtime and fringe benefit rates for all additional police and/or fire department officers who are assigned to the premises, or the vicinity thereof, because of the use or occupancy thereof by PERMITTEE.

■ (21) Parking and Traffic. PERMITTEE shall prohibit all motor vehicles in or on the premises and shall cause all streets and alleys to be properly barricaded and signed. All motor vehicles shall be operated only on established roads and parked in designated areas. All fire lanes and no parking zones shall be maintained during the event.

■ (22) Health and Sanitation Facilities. PERMITTEE shall furnish and maintain a sufficient number of portable bathrooms and washing facilities, at PERMITTEE'S expense. This number shall be determined by the Marquette County Health Department. Each bank or group of portable restrooms shall have a minimum of one (1) barrier free/ADA compliant restroom. A bank or group consists of ten (10) or less portable restrooms.

■ (23) Compliance with PERMITTEE'S Representations. PERMITTEE shall fully comply with all representations and promises set forth in its Application for Special Events Permit

□ (24) Equipment and Services. The CITY agrees to have the following equipment and services available during the term of this Permit:

_____

_____

_____.

■ (25) Security. It shall be PERMITTEE'S sole responsibility to provide security throughout the term of the event. The Chief of Police or designee shall establish the number of security personnel whom PERMITTEE shall be required to have on the premises. The security shall be provided by a licensed and certified security agency, whose members shall be in identifiable uniforms.

■ (26) Bleachers, Booths, Fencing and Tents. PERMITTEE shall be solely responsible for the construction and removal of any bleachers, booths, fencing, tents or structures used during the course of the event.

■ (27) Reimbursement of Other Costs. PERMITTEE shall reimburse the CITY for all cost relating to the use of barricades, fencing, bleachers and other facilities and equipment provided by the CITY. PERMITTEE, on behalf of the organization, agrees to reimburse the City of Marquette for its "out-of-pocket" expenses which includes but is not limited to overtime of City employees and trash disposal tipping fees at landfills. City staff is readily accessible to discuss out-of-pocket cost estimates and ways to reduce these costs. All City of Marquette invoices sent to organizations for reimbursement of out-of-pocket costs are due within thirty (30) days.

■ (28) Tents. All tents or air supported structures used during the term of the permit shall comply with Section 31 of the Michigan Building Code and Section 24 of the International Fire Code. Material of all tents shall be of non-combustible material or flame resistant material conforming to NFPA 701, treated in an approved manner to render the material flame resistant. Appropriate documentation must be presented to any Building Code Enforcement Officer, Fire Official or other Code Official upon request. A copy shall also be retained on the

premises where the tent is located. The documentation must attest to the following information relative to the flame resistance of the fabric:

(a) Name and address of the owners of the tent or air supported structure.

(b) Date the fabric was last treated with flame resistant solution.

(c) Trade name of kind of chemical used in treatment.

(d) Name of person or firm treating the material.

(e) Name of testing agency and test standard by which the fabric was treated.

If more than one tent or air supported structure is located on the premises a copy of all required documentation for each tent or structure shall be kept at a central location on the premises. The use of gasoline, gas, charcoal or any other cooking devices or any unapproved flame inside or within 20 feet of a tent or other air supported structure is strictly prohibited.

■ (29) Fire.

(a) No open flames or explosives shall be permitted for decoration, display or use without permission from the Fire Department.

(b) The use of paper or fabric for coverings or decoration shall not be permitted unless proof is submitted to the Fire Department that such materials are flame proof.

(c) All seating capacity and room arrangements shall be approved by the Fire Department.

(d) An access lane, a minimum of eighteen (18) feet wide, shall be maintained leading into and out of the event so that emergency vehicles can enter in case of an emergency.

(e) Barricades or any type of obstruction which could impede or interfere with fire suppression forces shall not be erected.

■ (30) Music. PERMITTEE shall be solely responsible for obtaining the appropriate license to present any music covered by copyright, whether by live performance, recorded music or retransmission of radio and/or television broadcast. The PERMITTEE covenants and agrees to indemnify, protect, defend and save the CITY, it officers and employees harmless from any claim, action or suit or for any loss, liability and damages that may be asserted or levied against the CITY, its officers or employees, based in whole or in part upon a claim of copyright infringement.

■ (31) Conditions/Requirements. Additional conditions and requirements of this permit are as follows:

PERMITTEE has permission to begin setting up on June 7, 2024 at 8:00 a.m. and must have all items removed from the park by 10:00 a.m. on June 10, 2024.

■ (32) Cancellation or Modification. It is understood and agreed that ten (10) days advance written notice of any cancellation, reduction and/or material changes in the proposed agenda will be provided to the Community Services Director, City of Marquette, 401 East Fair Avenue, Marquette, Michigan, 49855.

■ (33) Duplicate Original Copies. This Permit is executed in triplicate original copies, two of which shall be retained by the CITY and one by PERMITTEE, each of which shall be deemed to be an original, but all of which shall be construed as one and the same document.

■ (34) Governing Law. This Permit and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Michigan.

■ (35) Paragraph Headings. The paragraph headings appearing in the Permit have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit or extend the scope or intent of the paragraphs to which they appertain.

■ (36) Entire Agreement. This Permit represents the entire agreement of the parties and shall be deemed to be an integrated agreement containing all prior and contemporaneous oral and written agreement between the parties, and shall not be modified in any part, except in a writing signed by all parties.

IT SHALL BE THE RESPONSIBILITY OF THE PERMITTEE TO DESIGNATE A SPECIFIC LOCATION ON THE PREMISES AS ITS HEADQUARTERS AND TO HAVE AVAILABLE AT THAT LOCATION, AT ALL TIMES THE PREMISES ARE OPEN TO THE PUBLIC AND DURING SET UP OR CONSTRUCTION, AT LEAST ONE PERSON WHO HAS THE KNOWLEDGE AND AUTHORITY TO REPRESENT PERMITTEE CONCERING ALL ACTIVITIES CONDUCTED UNDER THE TERMS OF THE PERMIT. FAILURE TO COMPLY WITH THIS SECTION OR ANY OTHER TERM OF THE PERMIT SHALL BE CAUSE FOR THE CITY MANAGER, CHIEF OF POLICE, FIRE CHIEF, OR DESIGNEE TO IMMEDIATELY REVOKE THIS SPECIAL EVENTS PERMIT AND TO REQUIRE PERMITTEE TO VACATE THE PREMISES.

The parties hereto have hereunto set their hands and seals the day and year first above written.

CITY OF MARQUETTE
PRIDE

Sally Davis, Mayor

Kyle Whitney, City Clerk

Approved as to Substance:

Karen M. Kovacs, City Manager

Approved as to Form:

Suzanne C. Larsen, City Attorney

UPPER PENINSULA RAINBOW

By: Lex Exworthy
Its: President

By:
Its:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/19/2024

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	CONTACT NAME: Shelly Malay
Elder Agency Shelly Malay 500 S. Third St. Marquette MI 49855	PHONE (A/C, No, Ext): (906) 228-9292 FAX (A/C, No): E-MAIL ADDRESS: smalay@elderagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Lloyds Syndicate 2623	AA-1128623
INSURER B : Lloyds Syndicate 623	AA-1126623
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: UP Rainbow Pride, c/o Amy Nelson, PO Box 954, Marquette MI 49855

COVERAGES **CERTIFICATE NUMBER:** **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	[X] COMMERCIAL GENERAL LIABILITY [X] CLAIMS-MADE [ ] OCCUR Host Liquor Liability [X] Retail Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	N	EH-771324-L3896417	06/07/2024 12:01 AM	06/10/2024 12:01 AM	EACH OCCURRENCE DAMAGE TO RENTED PREMISES MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Deductible	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED 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	N / A					[ ] PER STATUTE [ ] OTH-ER 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 listed below is named as additional insured per attached CG 20 26 04 13. Attendance: 3000, Event Type: Festival & Cultural Event - Outdoor. Policy includes a 36 month Extended Reporting Period. Damage to Premises Rented (Other than Fire) included in the Each Occurrence Limit shown above.

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: Shelly Malay

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Name of Additional Insured Person(s) or Organization(s):
City of Marquette 300 W. Baraga Ave Marquette, MI 49855
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. in the performance of your ongoing operations; or
2. in connection with your premises owned by or rented to you.

However:

1. the insurance afforded to such additional insured only applies to the extent permitted by law; and
2. if coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these Additional Insureds, the following is added to **SECTION III - LIMITS OF INSURANCE**:
If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

1. required by the contract or agreement; or
2. available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

© Insurance Services Office, Inc., 2012

Agenda Date: 4/29/2024

Consent Agenda - Roll Call Vote
Release of Kids Cove Funds

BACKGROUND:

Funds were donated for the construction of a new playground at Mattson Park. The funds are held in trust in the "Playground of All - Kids Cove 2" fund at the Community Foundation of Marquette County (Foundation). The City has incurred expenditures towards the completion of the construction and reimbursement for the expenditures is requested. An itemized accounting is attached.

FISCAL EFFECT:

The funds for reimbursement are held in the "Playground for All - Kids Cove 2" fund at the Foundation until expenditures are incurred and a request is submitted.

RECOMMENDATION:

Approve the release of $22,309 from the "Playground for All - Kids Cove 2" as reimbursement for expenditures incurred by the City for construction of the new playground.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Kids Cove thru 03/31/2024

community foundation
of Marquette County

Designated Fund Recommendation Form

Fund Name Playground for All - Kids Cove 2 (City of Marquette)

The Fund Representative recommends the following:

- ☑ Distribute the Available Fund Balance to Grant to the designated agency in the amount of: $ 22309.00 (A)
- ☐ Reinvest the Available Fund Balance to Grant in the amount of: $_____
- ☐ Allow the Available Fund Balance to Grant to remain spendable until further notice

Mary S. Schlicht — Mary S. Schlicht

***Fund Representative Name** *(Please print legibly)* — **Signature**

mschlicht@marquettemi.gov — 4.5.24

Email — **Date**

Mail, email or fax the completed form to:
Community Foundation of Marquette County
PO Box 37
228 W. Washington Street, Suite 6
Marquette, MI, 49855
Fax: (906) 226-2104 Phone: (906) 226-7666
Email: info@cfofmc.org

Office use only:

Received: _____ Grant #: _____

Staff Initials: _____

GL ACTIVITY REPORT FOR CITY OF MARQUETTE
FROM 101-000-075.000 TO 101-000-075.000
TRANSACTIONS FROM 04/01/2023 TO 03/31/2024

Date	JNL	Type	Description	Reference #		Debits	Credits	Balance
Fund 101 GENERAL FUND								
04/01/2023			**101-000-075.000 Due from Community Foundaton**		BEG. BALANCE			11,178.92
10/01/2023			2023-24 Fiscal Year Begin					7,724.22
11/06/2023	AP	INV	SIGNS NOW KIDS COVE ETCHING SUPPLIES MATERIALS	SN-26889	(1)	2,870.00		10,594.22
01/03/2024	AP	INV	BENNETT MEDIA GROUP INC KIDS COVE DOMAIN RENEWAL KIDSCOVE.CO	3350	(2)	193.00		10,787.22
03/31/2024			101-000-075.000	END BALANCE		3,063.00	0.00	14,241.92
GRAND TOTALS:						3,063.00		14,241.92

(1) 2,870.00
(2) 193.00
3a 59,246.00
3b 20,000.00
22,309.00 (A)

Invoice

363 East U.S. Hwy 41 • Negaunee, MI 49866 • (906) 228-2828 • Fax (906) 228-6419

Invoice: **SN- 26889**

Description: **Kids' Cove Etching supplied Brick Pavers**
Customer: Rick Orr
Marquette, City
ph: (906) 235-6667
Sales Person: Signs Now #355
email: ricka.orr@gmail.com

Product	Font	Qty	Sides	Height	Width	Unit Cost	Item Total
1 Labor & Foam Mask	*	1	1	7.5	13.25	$35.00	$35.00
Color: etched							
Description: Etching supplied materials							
2 Labor & Foam Mask	*	135	1	4.875	11	$21.00	$2,835.00
Color: etched							
Description: Etching supplied materials							

Other Payments: _____
Form of Payment / Amount / Initials

Notes:

Ordered: 12/8/2022 11:42:51AM
Due Date: Wed, 9/6/2023
PickedUp: 10/13/2023 3:19:34PM
Printed: 11/6/2023 10:02:53AM
Status: Picked-Up

Line Item Total:	$2,870.00
Tax Exempt Amt:	$2,870.00
Subtotal:	$2,870.00
Taxes:	$0.00
Total:	$2,870.00
Total Payments:	$0.00
Balance Due:	$2,870.00

ATTN: Rick Orr
Marquette, City

300 West Baraga
Marquette, MI 49855

All Payments are due at our offices within 30 days of order completion.

Received/Accepted By: / /

Signs | Graphics | Displays

Bennett Media Group, Inc
313 W. Washington Street
Marquette, MI 49855
906.396.4558
john@bennettmediagroup.com

INVOICE

BILL TO
Marquette Playgrounds For All
City of Marquette
Attn: Mary Schlict
401 E. Fair Ave.
Marquette, MI 49855

INVOICE #	DATE	TERMS
3350	12/18/2023	Due on receipt

SALES REP
JB

QTY	DESCRIPTION	AMOUNT
1 Web Development	Domain Renewal: kidscove.com annual website hosting (2)	193.00

DECEMBER PRODUCTION

BALANCE DUE **$193.00**

Date	JNL	Type	Description	Reference #	Debits	Credits	Balance
Fund 101 GENERAL FUND							
04/01/2023			**101-751-972.000-50272 Kids Cove Inclusive Play**	BEG. BALANCE			3,300.00
08/08/2023	AP	INV	SANDERS & CZAPSKI ASSOCIATES, PLLC Y EST #9 21-002440 KIDS COVE INCLUSIVE PLAYGROUND ENGIN		~~2,977.99~~		6,277.99
10/01/2023			2023-24 Fiscal Year Begin				0.00
11/27/2023	AP	INV	UP CONCRETE PIPE CO KIDS COVE PLAYGROUND CONCRETE BLOCK (	7608		3b 20,000.00	(20,000.00)
11/27/2023	AP	INV	UP CONCRETE PIPE CO KIDS COVE PLAYGROUND CONCRETE BLOCK (	7607	3a 39,246.00		19,246.00
03/31/2024			101-751-972.000-50272	END BALANCE			19,246.00
			Cumulative Net Debits and Credits:		42,223.99	20,000.00	22,223.99
GRAND TOTALS:					42,223.99	20,000.00	19,246.00

UP Concrete Pipe Company, Inc.

P.O. Box 313
Escanaba, MI 49829
(906) 786-0934
bookkeeping@upconcretepipe.net

INVOICE

BILL TO	SHIP TO	SHIP DATE	11/20/2023	INVOICE	7607
Marquette, City of	Kids Cove Inclusive Playground, Mqt.	SHIP VIA	BW - UPCPC	DATE	11/20/2023
300 W. Baraga Avenue	Jon Swenson			TERMS	Net 30
Marquette, MI 49855	Bill Sanders			DUE DATE	12/20/2023

PRODUCT CATEGORY	DESCRIPTION	QTY	RATE	AMOUNT
SC - Specialty Conc. Items	Precast EarthLock Retaining Wall (22 pcs. total) (422 ft.2 wall face)	422	93.00	39,246.00
MI - Misc. Items	Misc. Attachment & Lifting Hardware (31 - 5" x 24" x 1/2" flat plates, 4 - 5" x 24" x 1/2" angle plates, 140 - 3/4" x 2" bolts, 140 - 4" x 4" x 1/2" washers, 200+ masonite shims, 1 - 4 way 3/4" x 12' lifting chain set)	1	0.00	0.00

SUBTOTAL	39,246.00
TAX	0.00
TOTAL	39,246.00
BALANCE DUE	3a **$39,246.00**

UP Concrete Pipe Company, Inc.
P.O. Box 313
Escanaba, MI 49829
(906) 786-0934
bookkeeping@upconcretepipe.net

Credit Memo

CREDIT TO
Marquette, City of
300 W. Baraga Avenue
Marquette, MI 49855

CREDIT 7608
DATE 11/20/2023

PRODUCT CATEGORY	DESCRIPTION	QTY	RATE	AMOUNT
SC - Specialty Conc. Items	Kids Cove Inclusive Playground *** DONATION/CREDIT ***	1	20,000.00	20,000.00

Kids Cove Inclusive Playground
Marquette
Jon Swenson / Bill Sanders
*** DONATION CREDIT ***

SUBTOTAL 20,000.00
TAX 0.00
TOTAL CREDIT 36 **$20,000.00**

Agenda Date: 4/29/2024

Consent Agenda - Roll Call Vote
Sugarloaf Multiuse Path Extension Project - Contract Approval

BACKGROUND:

Plans have been developed for a multiuse path extension project along Sugarloaf Avenue and CR 550. This project will close a gap in the City's multiuse path system and provide safety to non-motorized users along this corridor. This proposed pathway is included in the Tourist Park master plan as shown in the attached drawing.

The project was advertised for bids on March 20, 2024, with a bid opening on April 16, 2024. Three contractors responded and the results are summarized below.

Bidder	Bid
Oberstar Inc.	$285,892.80
Smith Construction Inc.	$290,735.04
Ultra Construction	$290,861.57

The Engineer's Estimate for this project was $325,558.50.

FISCAL EFFECT:

Funding for the project is available through the Lundin Mine safety fund which is intended for safety improvements along the mine transportation corridor. This project was also approved as part of the FY 2024 budget.

RECOMMENDATION:

Approve a contract with Oberstar Inc. of Marquette, Michigan for the Sugarloaf Multiuse Pathway Extension project at a cost of $285,892.80 based on quantities and unit prices in the proposal, allow the City Manager to use a 15 percent contingency for any unforeseen circumstances, and authorize the Mayor and Clerk to sign the contract.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Construction Contract

- Oberstar Bid
- Bid Tabulations
- Tourist Park Master Plan Drawing
- Construction Plans

CITY OF MARQUETTE
CHAPTER 3
CONSTRUCTION CONTRACT

PROJECT NAME: Sugarloaf Multi-Use Path Extension Project

PROJECT NUMBERS: MQ24-019

THIS AGREEMENT, made this _____, between the City of Marquette, a Michigan Municipal Corporation, hereinafter called the "City" of 300 W. Baraga Avenue, Marquette, MI 49855, and Oberstar Inc of Marquette MI, a Domestic Profit Corporation, holding license number 800080502, hereinafter called "Contractor".

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

ARTICLE 1

CONTRACT DOCUMENTS

The "Contract Documents" consist of, but are not necessarily limited to, this Agreement, the invitation to Bid, Information for Bidders, Bidders Proposal, Addenda, Specifications, Supplemental Specifications, Special Provisions, Construction Drawings, Notice to Proceed, Allowances, Finish Schedules and any additional documentation issued prior to execution of this Agreement and all Change Orders as approved by the City. These Contract Documents represent the entire Agreement and understanding between the parties hereto.

ARTICLE 2

SCOPE OF WORK

Contractor will furnish all the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described in the Contract Documents.

ARTICLE 3

MATERIALS, APPLIANCES, and EMPLOYEES

Except as otherwise noted, the Contractor shall provide and pay for all materials, labor, tools and other items necessary to complete the work. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of good quality. All workmen shall be skilled in their trades.

ARTICLE 4

TIME OF COMPLETION

The commencement date of this project is April 29, 2024, and the completion date of this project is August 30th, 2024. The Contractor shall be penalized in the amount of $600 per day if the project is not completed by the contract completion date unless the period for completion is extended by change order.

ARTICLE 5

CONTRACT SUM

The Contractor agrees to perform all of the work described in the Contract Documents and comply with the terms therein for the sum of $285,892.80, subject to additions and deductions pursuant to authorized change orders and allowances.

ARTICLE 6

PAYMENTS

The City will pay to the Contractor in the manner and at such times as set forth in the Specifications such amounts as required by the Contract documents.

ARTICLE 7

CONTRACTOR'S OBLIGATIONS

1. All work shall be in accordance to the provisions of the Contract Documents. All systems shall be in good working order.
2. All work shall be completed in a workmanlike manner and shall comply with all applicable laws.
3. Contractor shall obtain all necessary permits for the work to be completed.
4. Contractor shall remove all construction debris and leave the project in a "broom clean" condition.
5. Upon satisfactory payment being made for the work performed by Contractor, Contractor shall furnish a full and unconditional Release of Lien for the work of which payment has been made.
6. Safety and Fire Protection:
   The Contractor shall be responsible for safety at the construction site. The Contractor will further comply with all applicable laws, rules and regulations of the Michigan Department of State Police, Fire Marshall Division, the State Fire Safety Board, Michigan Occupational Safety and Health Administration, and Local Agencies. Precaution shall be exercised at all times for the protection of persons and of property. The safety provisions of applicable laws, rules, regulations, building and construction codes shall be followed. Safety Hazards shall be guarded in accordance with safety provisions of the Manual of Accident Prevention in Construction published by The Associated General Contractors of America to the extent that such provisions are not in conflict with applicable laws.

ARTICLE 8

CONTRACTOR'S STATUS AS INDEPENDENT ENTITY

The City shall not assume any liability for the Contractor in the performance of the construction project, methods, techniques, sequences or programs in connection with the project since these are solely the Contractor's responsibility.

ARTICLE 9

CHANGE ORDERS AND PAYMENT

A change order is any change to the original plans and/or specifications. All change orders need to be agreed upon between the parties hereto, and address additional costs, time, consideration and dates when the work will begin and be completed. Change orders are not effective unless signed by both parties who shall not unreasonably withhold approval of the same. However, should the Contractor unreasonably refuse to approve a change order reasonably and in good faith submitted by the City, the City Engineer shall be empowered to make a final and fair determination as to the necessity for the change order and the fair and equitable cost to the Contractor and shall further be empowered to issue a final payment to the Contractor. Should the Contractor refuse to accept said final payment, the funds may be deposited in an Escrow Account by the City for the benefit of the Contractor.

ARTICLE 10

INSURANCE

The Contractor shall purchase and maintain Workman's Compensation and Liability Insurance coverage as required by law and deemed necessary for its own protection. Said insurance shall be written by an insurance carrier having at least an "A, VII" rating. The Contractor shall further name the City as an additional insured on all applicable insurance policies covering the project. Said insurance shall be in minimum limits of at least $5,000,000.00 for both general liability and automobile liability. The Contractor shall further maintain such insurance as will protect it from claims under worker's compensation acts and other employee benefits acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise both out of and from claims for damages to property which may arise both out of and during operations under this contract, whether such operations are by Contractor or by anyone directly or indirectly employed by the Contractor. This insurance shall be written for not less than any limits of liability specified as part of the Contract Documents. Certificates of such insurance shall be filed with the City.

ARTICLE 11

INDEMNIFICATION

To the extent allowed by MCL 691.991, the Contractor shall indemnify and hold harmless the City, the City's officers, directors, members, partners, agents, and employees against all liability claims and judgments or demands for damages arising from accidents to persons or property occasioned by the Contractor, its agents or employees, and against all claims or demands for damages arising from accidents to the Contractor, its agents or

employees, whether occasioned by said Contractor or its employees or by City or its employees or any other person or persons, and the said Contractor will defend any and all suits that may be brought against the City on account of any such accidents and will make good to, and reimburse, the City for any expenditures that said City may make by reason of such accidents; provided, however, that the Contractor shall not be responsible to the City on indemnity for damages caused by or resulting from the City's sole negligence.

ARTICLE 12

CITY'S RIGHT TO TERMINATE THE CONTRACT

Should the Contractor neglect to perform the work properly or fail to perform any provision of the Contract, the City, after seven (7) days' written notice to the Contractor, and its surety, if any, may, without prejudice to any other remedy the City may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at its option, may terminate the Contract and take possession of all materials, tools and appliances and finish the work by such means as it sees fit, and if the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the City.

ARTICLE 13

CONTRACTOR'S RIGHT TO TERMINATE CONTRACT

Should the work be stopped by any public authority for a period of ninety (90) days or more, through no fault of the Contractor, or should the work be stopped through act or neglect of the City for a period of ninety (90) days, then the Contractor, upon seven (7) days' written notice to the City, may stop work or terminate the Contract and recover from the City payment for all work executed and any loss sustained and reasonable profit and damages.

ARTICLE 14

ACCESS TO WORK

The Contractor shall permit and facilitate observation of the work by the City and its agents and public authorities at all times.

ARTICLE 15

ARBITRATION OF DISPUTES

Any disagreement arising out of this contract or from the breach thereof shall be submitted to arbitration, and judgment upon the award rendered may be entered in the court of the forum, state or federal, having jurisdiction. It is mutually agreed that the decision of the arbitrators shall be a condition precedent to any right of legal action that either party may have against the other. The arbitration shall be held under the Rules of the American Arbitration Association.

ARTICLE 16

WARRANTY

At the completion of this project, Contractor shall execute an instrument to City warranting the project for two (2) years against defects in workmanship or materials utilized. In addition the warranty shall specifically include the replacement of concrete that spalls more than 30% per 10 foot section of curb and gutter, the replacement of concrete that spalls more than 30% per driveway apron square or sidewalk square, and the replacement of stamped concrete that spalls more than 30% of the area between each sidewalk square and the curb. The manufacturer's warranty shall prevail.

At the time of completion, the Contractor shall furnish to the City material containing complete operation and maintenance instructions for all equipment in the project. The Contractor shall also furnish to the City at the time of completion all documents, warranties and guarantees on all equipment and services provided.

The Contractor shall re-execute any work that fails to conform to the requirements of the Contract and that appears during the progress of the work and shall remedy any defects due to faulty workmanship, which appear within a period of two (2) years from the date of completion of the Contract or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents. All equipment and materials will be warranted and guaranteed under the original equipment manufacturer's warranties and guarantees.

The Contractor shall restore any work damaged in fulfilling the terms and conditions of this Article. After such repair or replacement has been satisfactorily completed, the Contractor's warranty with respect to such work repaired or replaced will be extended for an additional period of one (1) year beyond the warranty period described above. Contractor's obligations under this paragraph are in addition to any other obligation or warranty.

The terms of the Local Pavement Warranty Program adopted by the City of Marquette are hereby incorporated by reference into this contract and made a part hereof.

ARTICLE 17

FEDERAL-AID CONTRACTS

During the performance of every contract subject to Title VI of the Civil Rights Act of 1964 and Title 49, Code of Federal Regulations, Department of Federally-assisted programs of the Department of Transportation issued pursuant to the Act, the Contractor, for itself, its assignees and successors in interest agrees as follows:

1. **Compliance with Regulations**: The Contractor shall comply with Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection, retention and treatment of Subcontractors, including procurements of materials in the discrimination prohibited by Section 21.5 of the Regulation, including employment practices when the Contractor covers a program set forth in Appendix B of the Regulations.

3. **Solicitation for Subcontracts, including Procurements of Materials and Equipment**: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
4. **Information and Reports**:
   The Contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department of the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State Highway Department or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance**:
   In the event the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
   a) Withholding payments to the Contractor under the contract until the Contractor complies; and/or
   b) Cancellations, termination or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions**:
   The Contractor shall include provisions of paragraphs (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 18

INTEGRATION

This Agreement represents the entire understanding between the parties hereto and may not be amended, except in writing that is signed by both parties hereto.

ARTICLE 19

BINDING AGREEMENT

This Agreement will bind and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties.

ARTICLE 20

PURCHASING AGENT DESIGNATION AND AUTHORITY

Mikael H. Kilpela 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 affected by written order signed by the Purchasing Agent and shall be binding on the City and Contractor.

IN WITNESS WHEREOF, the parties have made and executed this Agreement, the day and year first above written.

Signed this _____ day of _____, 20___.

THE CITY OF MARQUETTE

_____
Witness

_____
Sally Davis, Mayor
City of Marquette

_____
Witness

_____
Kyle L. Whitney, City Clerk
City of Marquette

Oberstar Inc.

Witness

Witness

By: James D. Perry
Its: VP-Operations
Address: 1900 Industrial Parkway Marquette, MI
Telephone#: 906 226 6799

APPROVED AS TO FORM:

_____
Suzanne C. Larsen
City Attorney

APPROVED AS TO SUBSTANCE:

_____
Karen M. Kovacs
City Manager

General Info

Total:

$285,892.80

Number

BP24-07

Deadline

04/16/2024 02:00 PM EDT

Vendor

Oberstar, Inc.

Submitted

04/16/2024 11:29 AM EDT

Signed by

James Perry
Account Holder James Perry

Opened

04/16/2024 02:04 PM EDT
By
mkilpela@marquettemi.gov

Description

The work under this contract consists of earth excavation, tree clearing, pavement removal, curb removal, curb placement, concrete sidewalk ramp construction, subbase placement, aggregate base placement, HMA paving, gravel shoulder placement, pavement markings and turf restoration. Temporary traffic control devices will also be needed to complete this project.

Allows zero unit prices and labor

No

Allows negative unit prices and labor

No

Attachment List

MQ24-019 Bid Set.pdf (35.1 MB)
Project Plans

MQ24-019 Specifications.pdf (2.37 MB)
Project Specifications

Addendum 1.pdf (105 KB)
Addendum 1

Bidder Signature Page

1. In compliance with the City's Invitation to Bid, Bidder hereby proposes to perform all work in accordance with the Plans and Specifications at the unit prices, as submitted herein, for the several parts of this contract.

2. The undersigned, as bidder, hereby declares the Proposal is made in good faith, without fraud or collusion with any person or persons bidding on the same contract, that he has read and examined the Advertisement, Invitation to Bid, Information for Bidders, Proposal, General Requirements, Agreement, Forms of Bonds, and Plans and Specifications as prepared by the

Engineer, and understands all of the same; that he or his representative has made personal investigation at the site and has informed himself fully with regard to conditions to be met in executing this Contract, and the undersigned agrees to furnish all labor, materials, power, transportation and equipment necessary for the construction of the Project.

3. If the proposal establishes a maximum price for any of the following work items, and if you bid a price higher than that maximum price, your bid will be considered to have quoted the maximum price and your bid total will be adjusted to reflect that maximum price. If your bid is the lowest accepted bid, and if you refuse to accept the award of the contract due to the change in what you quoted as a maximum or specified price, you will forfeit your proposal guaranty.

4. Bidder acknowledges receipt of the following Addenda:

Acknowledge any addenda which have been issued by listing their number at date of issue below. If multiple addenda have been issued use the (+) to add additional fields. If an addendum has not been issued enter "N/A".

Addenda acknowledgement *

Addendum 1 April 2, 2024

Signature *

James D Perry

Date *

4-16-2024

Title *

VP-Operations

Contractor: *

Oberstar, Inc.

Address *

1900 Industrial Pkwy, Marquette, MI 49855-1653

Phone Number *

(906) 226-6799

Schedule of Items

$285,892.80

Pay Item Code	Description	Units	Quantity	Unit Price	Extension
					Total: $285,892.80

Pay Item Code	Description	Units	Quantity	Unit Price	Extension
1100001	Mobilization, Max	LSUM	1.0000	$10,000.00	$10,000.00
2010001	Clearing	Acre	0.1800	$10,500.00	$1,890.00
2040021	Curb, Rem	Ft	35.0000	$17.00	$595.00
2050016	Excavation, Earth	Cyd	867.0000	$15.00	$13,005.00
2080012	Erosion Control, Check Dam, Stone	Ft	40.0000	$20.00	$800.00
2080014	Erosion Control, Filter Bag	Ea	5.0000	$250.00	$1,250.00
2080016	Erosion Control, Gravel Access Approach	Ea	3.0000	$800.00	$2,400.00
2080028	Erosion Control, Sand Bag	Ea	100.0000	$25.00	$2,500.00
2080036	Erosion Control, Silt Fence	Ft	550.0000	$4.00	$2,200.00
2090001	Project Cleanup	LSUM	1.0000	$2,000.00	$2,000.00
3010002	Subbase, CIP	Cyd	641.0000	$14.00	$8,974.00
3020016	Aggregate Base, 6 inch	Syd	2,297.0000	$16.00	$36,752.00
3070108	Shld, Cl I, 6 inch	Syd	769.0000	$18.00	$13,842.00
4010012	Culv End Sect, 12 inch	Ea	6.0000	$500.00	$3,000.00
4010539	Culv, Cl E, 12 inch	Ft	49.5000	$67.00	$3,316.50
4030006	Dr Structure Cover, Adj, Case 2	Ea	1.0000	$1,300.00	$1,300.00
5010005	HMA Surface, Rem	Syd	580.0000	$8.00	$4,640.00
5010033	HMA, 13A	Ton	436.0000	$250.00	$109,000.00
8020021	Curb and Gutter, Conc, Det C2 , Modified	Ft	15.0000	$78.00	$1,170.00
8030010	Detectable Warning Surface , Modified	Ft	46.0000	$135.00	$6,210.00
8030030	Curb Ramp Opening, Conc , Modified	Ft	20.0000	$78.00	$1,560.00
8032002	Curb Ramp, Conc, 6 inch , Modified	Sft	378.0000	$20.00	$7,560.00
8077050	_ Wood Bollard, Remove and Replace	Ea	28.0000	$165.00	$4,620.00
					Total: $285,892.80

Pay Item Code	Description	Units	Quantity	Unit Price	Extension
8100391	Sign, Type I, Rem	Ea	2.0000	$180.00	$360.00
8110114	Pavt Mrkg, Polyurea, 24 inch, Stop Bar	Ft	23.0000	$20.00	$460.00
8117001	_ Pavt Mrkg, Polyurea, 24 Inch, White (Ladder Pattern)	Ft	110.0000	$20.00	$2,200.00
8120012	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	Ea	6.0000	$100.00	$600.00
8120013	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	Ea	6.0000	$1.00	$6.00
8120100	Dust Palliative, Applied	Ton	2.0000	$2,000.00	$4,000.00
8120252	Plastic Drum, Fluorescent, Furn	Ea	50.0000	$20.00	$1,000.00
8120253	Plastic Drum, Fluorescent, Oper	Ea	50.0000	$1.00	$50.00
8120350	Sign, Type B, Temp, Prismatic, Furn	Sft	116.0000	$3.00	$348.00
8120351	Sign, Type B, Temp, Prismatic, Oper	Sft	116.0000	$1.00	$116.00
8130010	Riprap, Plain	Syd	20.5000	$60.00	$1,230.00
8160020	Fertilizer, Chemical Nutrient, Cl A	Lb	121.0000	$5.00	$605.00
8160025	Mulch	Syd	2,685.0000	$1.50	$4,027.50
8160027	Mulch Blanket	Syd	619.0000	$2.20	$1,361.80
8160042	Seeding, Mixture TUF	Lb	151.0000	$8.00	$1,208.00
8160062	Topsoil Surface, Furn, 4 inch , Modified	Syd	3,304.0000	$9.00	$29,736.00
				Total:	**$285,892.80**

Bid Surety Upload

Name	Omission Terms	Submitted File
Bid Surety Upload a copy of your paper bid bond or cashier's check.	I have submitted cash as my bid surety.	Bid Bond.pdf
1 Required Document		

CITY OF MARQUETTE
CHAPTER 4
BONDS

4.01 BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Oberstar, Inc. as Principal, and Westfield Insurance Company as Surety are hereby held and firmly bound unto the City of Marquette, Michigan, in the penal sum of $ Five percent of bid amount (5% of bid amount) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. Signed, this 16th day of April, 2024.

The condition of the above obligation is that the Principal has submitted to the City of Marquette, Michigan, a certain bid attached hereto and made a part hereof to enter into a contract in writing for the construction of:

NOW, THEREFORE,

a) If said Bid shall be rejected, or in the alternate,
b) If said bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contractor, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the City may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Oberstar, Inc. (L.S.)
Principal

Westfield Insurance Company
Surety

SEAL

BY
Alison Neumann, Attorney-in-fact

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 09/09/22, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. **2144202 19**

General Power of Attorney

CERTIFIED COPY

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

JANE WANBERG, JAY M. HILLIER, ALISON NEUMANN, CHRISTOPHER GRIGAS, SCOTT KOSKI, JOHN BALMAT, MATT HAGEN, JOINTLY OR SEVERALLY

of **MARQUETTE** and State of **MI** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.** - - -

Solicitation Information

City of Marquette

Solicitation Number

BP24-07

Deadline

04/16/2024 02:00 PM EDT

Advertised

03/20/2024 03:55 PM EDT

Revised

04/02/2024 10:28 AM EDT

Description

The work under this contract consists of earth excavation, tree clearing, pavement removal, curb removal, curb placement, concrete sidewalk ramp construction, subbase placement, aggregate base placement, HMA paving, gravel shoulder placement, pavement markings and turf restoration. Temporary traffic control devices will also be needed to complete this project.

Location(s)

Marquette, Michigan

Bidders

Business Name	Address	Phone
Ultra construction	625 County Road HQ Marquette, MI 49855-9703	(906) 273-1051
Oberstar, Inc.	1900 Industrial Pkwy Marquette, MI 49855-1653	(906) 226-6799
Smith Construction, Inc	4090 US Highway 41 W Marquette, MI 49855-9491	(906) 228-7285
3 Bidders		

Schedule of Items

Bidder	Quantity	Unit Price	Extension
1100001 Mobilization, Max LSUM			
Oberstar, Inc.	1.0000	$10,000.00	$10,000.00
Smith Construction, Inc	1.0000	$30,000.00	$30,000.00
Ultra construction	1.0000	$19,500.00	$19,500.00
2010001 Clearing Acre			
Oberstar, Inc.	0.1800	$10,500.00	$1,890.00
Smith Construction, Inc	0.1800	$20,000.00	$3,600.00
Ultra construction	0.1800	$1,500.00	$270.00
2040021 Curb, Rem Ft			
Oberstar, Inc.	35.0000	$17.00	$595.00
Smith Construction, Inc	35.0000	$30.00	$1,050.00
Ultra construction	35.0000	$18.80	$658.00
2050016 Excavation, Earth Cyd			
Oberstar, Inc.	867.0000	$15.00	$13,005.00
Smith Construction, Inc	867.0000	$16.00	$13,872.00

Schedule of Items

Bidder	Quantity	Unit Price	Extension
2050016 Excavation, Earth Cyd			
Ultra construction	867.0000	$13.00	$11,271.00
2080012 Erosion Control, Check Dam, Stone Ft			
Oberstar, Inc.	40.0000	$20.00	$800.00
Smith Construction, Inc	40.0000	$10.00	$400.00
Ultra construction	40.0000	$25.00	$1,000.00
2080014 Erosion Control, Filter Bag Ea			
Oberstar, Inc.	5.0000	$250.00	$1,250.00
Smith Construction, Inc	5.0000	$150.00	$750.00
Ultra construction	5.0000	$300.00	$1,500.00
2080016 Erosion Control, Gravel Access Approach Ea			
Oberstar, Inc.	3.0000	$800.00	$2,400.00
Smith Construction, Inc	3.0000	$500.00	$1,500.00
Ultra construction	3.0000	$2,500.00	$7,500.00
2080028 Erosion Control, Sand Bag Ea			
Oberstar, Inc.	100.0000	$25.00	$2,500.00

Schedule of Items

Bidder	Quantity	Unit Price	Extension
2080028 Erosion Control, Sand Bag Ea			
Smith Construction, Inc	100.0000	$2.00	$200.00
Ultra construction	100.0000	$3.00	$300.00
2080036 Erosion Control, Silt Fence Ft			
Oberstar, Inc.	550.0000	$4.00	$2,200.00
Smith Construction, Inc	550.0000	$3.30	$1,815.00
Ultra construction	550.0000	$7.50	$4,125.00
2090001 Project Cleanup LSUM			
Oberstar, Inc.	1.0000	$2,000.00	$2,000.00
Smith Construction, Inc	1.0000	$2,500.00	$2,500.00
Ultra construction	1.0000	$3,000.00	$3,000.00
3010002 Subbase, CIP Cyd			
Oberstar, Inc.	641.0000	$14.00	$8,974.00
Smith Construction, Inc	641.0000	$26.00	$16,666.00
Ultra construction	641.0000	$50.00	$32,050.00

Schedule of Items

Bidder	Quantity	Unit Price	Extension
3020016 Aggregate Base, 6 inch Syd			
Oberstar, Inc.	2,297.0000	$16.00	$36,752.00
Smith Construction, Inc	2,297.0000	$18.50	$42,494.50
Ultra construction	2,297.0000	$14.00	$32,158.00
3070108 Shld, Cl I, 6 inch Syd			
Oberstar, Inc.	769.0000	$18.00	$13,842.00
Smith Construction, Inc	769.0000	$16.00	$12,304.00
Ultra construction	769.0000	$17.80	$13,688.20
4010012 Culv End Sect, 12 inch Ea			
Oberstar, Inc.	6.0000	$500.00	$3,000.00
Smith Construction, Inc	6.0000	$400.00	$2,400.00
Ultra construction	6.0000	$661.54	$3,969.24
4010539 Culv, Cl E, 12 inch Ft			
Oberstar, Inc.	49.5000	$67.00	$3,316.50
Smith Construction, Inc	49.5000	$65.00	$3,217.50

Schedule of Items

Bidder	Quantity	Unit Price	Extension
4010539 **Culv, Cl E, 12 inch** **Ft**			
Ultra construction	49.5000	$95.00	$4,702.50
4030006 **Dr Structure Cover, Adj, Case 2** **Ea**			
Oberstar, Inc.	1.0000	$1,300.00	$1,300.00
Smith Construction, Inc	1.0000	$750.00	$750.00
Ultra construction	1.0000	$100.00	$100.00
5010005 **HMA Surface, Rem** **Syd**			
Oberstar, Inc.	580.0000	$8.00	$4,640.00
Smith Construction, Inc	580.0000	$6.00	$3,480.00
Ultra construction	580.0000	$9.50	$5,510.00
5010033 **HMA, 13A** **Ton**			
Oberstar, Inc.	436.0000	$250.00	$109,000.00
Smith Construction, Inc	436.0000	$215.00	$93,740.00
Ultra construction	436.0000	$202.00	$88,072.00
8020021 **Curb and Gutter, Conc, Det C2 , Modified** **Ft**			
Oberstar, Inc.	15.0000	$78.00	$1,170.00

Schedule of Items

Bidder	Quantity	Unit Price	Extension
8020021 **Curb and Gutter, Conc, Det C2 , Modified** **Ft**			
Smith Construction, Inc	15.0000	$75.00	$1,125.00
Ultra construction	15.0000	$85.00	$1,275.00
8030010 **Detectable Warning Surface , Modified** **Ft**			
Oberstar, Inc.	46.0000	$135.00	$6,210.00
Smith Construction, Inc	46.0000	$150.00	$6,900.00
Ultra construction	46.0000	$80.00	$3,680.00
8030030 **Curb Ramp Opening, Conc , Modified** **Ft**			
Oberstar, Inc.	20.0000	$78.00	$1,560.00
Smith Construction, Inc	20.0000	$75.00	$1,500.00
Ultra construction	20.0000	$60.00	$1,200.00
8032002 **Curb Ramp, Conc, 6 inch , Modified** **Sft**			
Oberstar, Inc.	378.0000	$20.00	$7,560.00
Smith Construction, Inc	378.0000	$20.00	$7,560.00
Ultra construction	378.0000	$20.00	$7,560.00

Schedule of Items

Bidder	Quantity	Unit Price	Extension
8077050 **_ Wood Bollard, Remove and Replace** **Ea**			
Oberstar, Inc.	28.0000	$165.00	$4,620.00
Smith Construction, Inc	28.0000	$180.00	$5,040.00
Ultra construction	28.0000	$85.00	$2,380.00
8100391 **Sign, Type I, Rem** **Ea**			
Oberstar, Inc.	2.0000	$180.00	$360.00
Smith Construction, Inc	2.0000	$100.00	$200.00
Ultra construction	2.0000	$50.00	$100.00
8110114 **Pavt Mrkg, Polyurea, 24 inch, Stop Bar** **Ft**			
Oberstar, Inc.	23.0000	$20.00	$460.00
Smith Construction, Inc	23.0000	$15.00	$345.00
Ultra construction	23.0000	$18.65	$428.95
8117001 **_ Pavt Mrkg, Polyurea, 24 Inch, White (Ladder P...** **Ft**			
Oberstar, Inc.	110.0000	$20.00	$2,200.00
Smith Construction, Inc	110.0000	$15.00	$1,650.00

Schedule of Items

Bidder	Quantity	Unit Price	Extension
8117001 **_ Pavt Mrkg, Polyurea, 24 Inch, White (Ladder P...** **Ft**			
Ultra construction	110.0000	$18.65	$2,051.50
8120012 **Barricade, Type III, High Intensity, Double Sid...** **Ea**			
Oberstar, Inc.	6.0000	$100.00	$600.00
Smith Construction, Inc	6.0000	$150.00	$900.00
Ultra construction	6.0000	$100.00	$600.00
8120013 **Barricade, Type III, High Intensity, Double Sid...** **Ea**			
Oberstar, Inc.	6.0000	$1.00	$6.00
Smith Construction, Inc	6.0000	$25.00	$150.00
Ultra construction	6.0000	$2.00	$12.00
8120100 **Dust Palliative, Applied** **Ton**			
Oberstar, Inc.	2.0000	$2,000.00	$4,000.00
Smith Construction, Inc	2.0000	$50.00	$100.00
Ultra construction	2.0000	$2,232.89	$4,465.78
8120252 **Plastic Drum, Fluorescent, Furn** **Ea**			
Oberstar, Inc.	50.0000	$20.00	$1,000.00

Schedule of Items

Bidder	Quantity	Unit Price	Extension
8120252 **Plastic Drum, Fluorescent, Furn** **Ea**			
Smith Construction, Inc	50.0000	$25.00	$1,250.00
Ultra construction	50.0000	$21.00	$1,050.00
8120253 **Plastic Drum, Fluorescent, Oper** **Ea**			
Oberstar, Inc.	50.0000	$1.00	$50.00
Smith Construction, Inc	50.0000	$5.00	$250.00
Ultra construction	50.0000	$2.00	$100.00
8120350 **Sign, Type B, Temp, Prismatic, Furn** **Sft**			
Oberstar, Inc.	116.0000	$3.00	$348.00
Smith Construction, Inc	116.0000	$7.00	$812.00
Ultra construction	116.0000	$3.50	$406.00
8120351 **Sign, Type B, Temp, Prismatic, Oper** **Sft**			
Oberstar, Inc.	116.0000	$1.00	$116.00
Smith Construction, Inc	116.0000	$1.00	$116.00
Ultra construction	116.0000	$1.25	$145.00

Schedule of Items

Bidder	Quantity	Unit Price	Extension
8130010 Riprap, Plain Syd			
Oberstar, Inc.	20.5000	$60.00	$1,230.00
Smith Construction, Inc	20.5000	$95.00	$1,947.50
Ultra construction	20.5000	$5.00	$102.50
8160020 Fertilizer, Chemical Nutrient, Cl A Lb			
Oberstar, Inc.	121.0000	$5.00	$605.00
Smith Construction, Inc	121.0000	$5.50	$665.50
Ultra construction	121.0000	$6.00	$726.00
8160025 Mulch Syd			
Oberstar, Inc.	2,685.0000	$1.50	$4,027.50
Smith Construction, Inc	2,685.0000	$1.65	$4,430.25
Ultra construction	2,685.0000	$5.50	$14,767.50
8160027 Mulch Blanket Syd			
Oberstar, Inc.	619.0000	$2.20	$1,361.80
Smith Construction, Inc	619.0000	$2.42	$1,497.98

Schedule of Items

Bidder	Quantity	Unit Price	Extension
8160027 Mulch Blanket Syd			
Ultra construction	619.0000	$7.00	$4,333.00
8160042 Seeding, Mixture TUF Lb			
Oberstar, Inc.	151.0000	$8.00	$1,208.00
Smith Construction, Inc	151.0000	$8.31	$1,254.81
Ultra construction	151.0000	$6.00	$906.00
8160062 Topsoil Surface, Furn, 4 inch , Modified Syd			
Oberstar, Inc.	3,304.0000	$9.00	$29,736.00
Smith Construction, Inc	3,304.0000	$6.75	$22,302.00
Ultra construction	3,304.0000	$4.60	$15,198.40
Item totals for Schedule of Items (39 Items)			**Total**
Oberstar, Inc.			**Totals: $285,892.80**
Smith Construction, Inc			**Totals: $290,735.04**
Ultra construction			**Totals: $290,861.57**

City of Marquette Tourist Park

Dead River

COUNTY ROAD 550

GATED BLP MAINTENANCE GATE

NEW 28 FT. ROAD

APPROX. WATER LINE AFTER BASIN FILLS

KAYAK LAUNCHING BEACH

UNIVERSAL BEACH ACCESS

SWIMMING BEACH

EXPAND BEACH

RETAINING WALL

CONCESSION

OPEN PAVILION

TOILET/DRESSING

TOILET/ DRESSING

NEW PLAYGROUND

BIKE PARKING

REINFORCED TURF OVERFLOW PARKING

ONE WAY DRIVE PARKING - 29 SPACES

BARRIER FREE PARKING - 5 SPACES

NEW MULTI-PURPOSE LAWN (2 ACRES +/-)

FOOTINGS FOR ARABESQUE TENT

POSTS, TYP. 12 FT. WIDE PAVED PATH

REINFORCED TURF OVERFLOW PARKING - 20 SPACES

NEW PARKING FOR EXISTING TENT SITES

TENT SITE WASH STATION

EXTEND PAVED BIKE PATH TO DEAD RIVER

MINOR THINNING TO PROVIDE PICNIC SITES, TEMPORARY EVENT SITES

BOULDER GARDEN

PUMP TRACK

REINFORCED TURF EMERGENCY DRIVE

PARKING - 45 SPACES

NEW BIKE/HIKE TRAIL (ADA AGGREGATE)

NEW BITUMINOUS BIKE PATH EXTENSION

PUTT-PUTT DISK COURSE

PAVED PATH

FUTURE PARKING - 18 SPACES

SUGAR LOAF AVENUE

TOURIST PARK CAMPGROUND

EXISTING CONTACT STATION RENOVATED TO BARRIER FREE

NEW TWO-WAY DUMP STATION WITH PULL OFF LANES

NEW TREES AMERICAN ELM

POWDERMILL ROAD

PARKING - 44 SPACES

NEW ACCESSIBLE WALK-IN TENT SITES

TENT SITES/ MULTI-USE AREA

TENT SITE WASH STATION

NEW ACCESSIBLE WALK-IN TENT SITES

WINTER/SUMMER CABIN/YURT SITES (9)

NEW WIRE SCREEN STYLE FENCE

EX. BIKE PATH

EXISTING TOILET/SHOWER BUILDING RENOVATED TO BARRIER FREE ACCESS

EXTEND SEWER FOR FULL HOOKUP

EXISTING TOILET/ SHOWER BUILDING RENOVATED TO BARRIER FREE AND 4-SEASON USE

EXISTING FULL HOOK UP SITES

EXISTING CAMP SITES

NEW CHAIN LINK FENCE

CONVERT TO DRIVE-THRU FULL SERVICE SITES, EXTEND WATER & SEWER FOR FULL HOOKUP

EX. BIKE PATH

NEW BIKE/HIKE TRAIL CONNECT CAMPERS TO THE COMMUNITY

Union

Enterprise

Legend

- Streets
- Fire Hydrants
- Water Valves
- Water ShutOffs
- WaterMains
- Sanitary Sewer Manholes
- Sanitary Sewer CleanOuts
- Sanitary Sewer Pipes
- Storm Manholes
- Storm Catch Basins
- Storm Pipes
- Parcels

City of Marquette
Engineering Department
Geographic Information Systems (GIS)
Created on 6-26-2012

SCALE: 0 40 80 160

SANDERS & CZAPSKI ASSOCIATES, PLLC
architecture / landscape architecture / historic preservation
109 South Front Street/Suite 210/ Marquette, Michigan
Phone: 906.273.1207 / Fax: 906.273.1208
Www.Sanders-Czapski.com

Land Use Action Plan For
TOURIST PARK
Marquette, Michigan

June 13, 2013
Issue / date

Appendix "B"

THE CITY OF MARQUETTE

PROJECT FOR

SUGARLOAF AVENUE MULTI-USE PATH EXTENSION

MQ24-019

STANDARDS:

EXCEPT WHERE OTHERWISE INDICATED ON THESE PLANS OR IN THE PROPOSAL AND SUPPLEMENTAL SPECIFICATIONS CONTAINED THEREIN, ALL MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION, 2020 VERSION, AND THE 2011 MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.

DESIGN STANDARD

THE PROPOSED IMPROVEMENTS COVERED BY THESE PLANS ARE IN ACCORDANCE WITH THE AASHTO; A POLICY ON GEOMETRIC DESIGN OF HIGHWAYS AND STREETS, 2018.

MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD PLANS

WHERE THE FOLLOWING ITEMS ARE CALLED OUT ON THE PLANS, THEY ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE STANDARD PLAN GIVEN BELOW OPPOSITE EACH ITEM UNLESS OTHERWISE INDICATED.

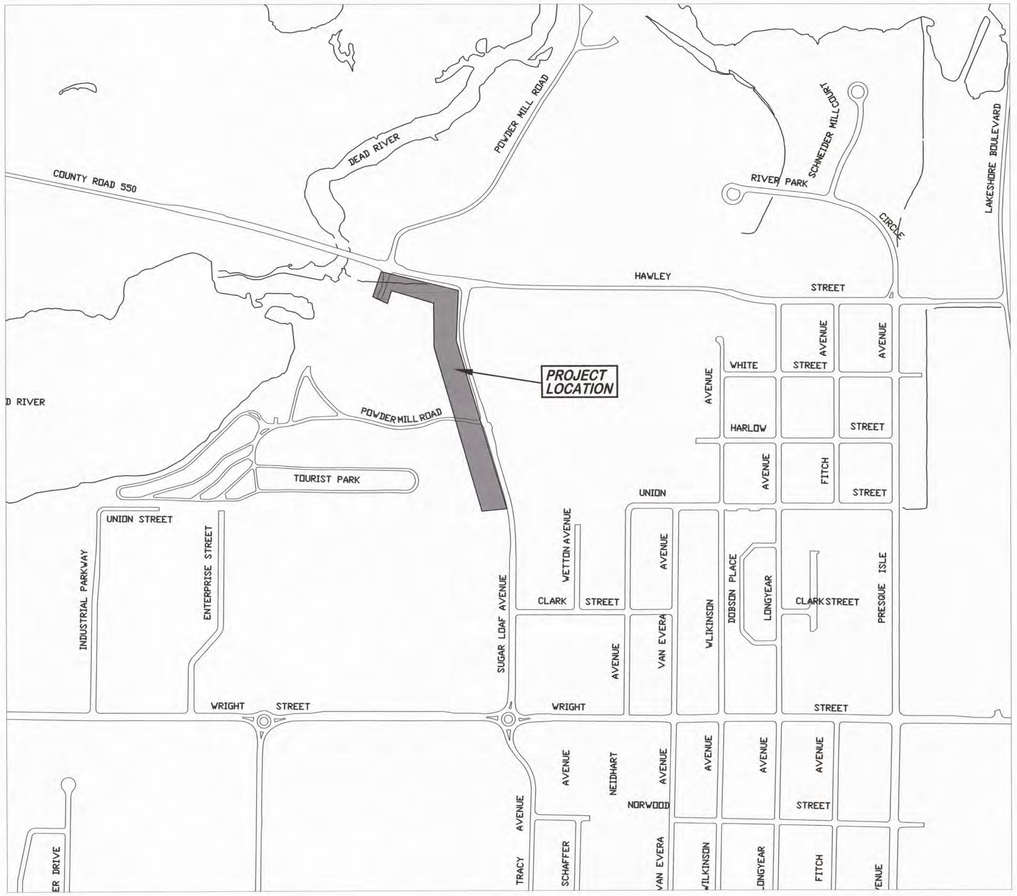
	R-1-G	DRAINAGE STRUCTURES
*	R-28-K	SIDEWALK RAMP AND DETECTABLE WARNING DETAILS
	R-30-G	CONCRETE CURB AND CONCRETE CURB AND GUTTER
	R-83-C	UTILITY TRENCHES
	R-86-F	PRECAST CONCRETE END SECTION FOR PIPE CULVERT
	R-96-E	SOIL EROSION & SEDIMENTATION CONTROL MEASURES
	R-105-D	GRADING CROSS-SECTIONS

TRAFFIC AND SAFETY STANDARD PLANS

WZD-100-A	GROUND DRIVEN SIGN SUPPORTS FOR TEMP SIGNS
WZD-125-E	TEMPORARY TRAFFIC CONTROL DEVICES
00-TRAFFIC CONTROL TYPICALS - COMPLETE SET	

* SPECIAL DETAIL

LOCATION MAP



INDEX OF SHEETS

1	COVER SHEET
2	TYPICAL CROSS SECTIONS
3-5	PLAN SHEETS
6	PROFILE SHEET
7	RAMP DETAILS / PAVEMENT MARKING PLAN
8	TRAFFIC CONTROL PLAN
9	UTILITY SCHEMATICS
10	SESC PLAN
11	STANDARD STORM SEWER DETAILS

UTILITIES

FOR PROTECTION OF UNDERGROUND UTILITIES AND IN CONFORMANCE WITH PUBLIC ACT 53, THE CONTRACTOR SHALL CALL MISS DIG AT 1-800-482-7171 A MINIMUM OF THREE FULL WORKING DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND HOLIDAYS PRIOR TO BEGINNING EACH EXCAVATION IN AREAS WHERE PUBLIC UTILITIES HAVE NOT BEEN PREVIOUSLY LOCATED.

THE FOLLOWING UTILITIES ARE LOCATED IN OR NEAR THE RIGHT-OF-WAY FOR THIS PROJECT:

SANITARY SEWER MAIN AND LATERALS
WATERMAIN AND WATER SERVICES
STORM SEWER MAIN
GAS MAIN AND SERVICES
UNDERGROUND TELEPHONE, ELECTRICAL, CABLE TV
OVERHEAD TELEPHONE, ELECTRICAL, CABLE TV, AND FIBER OPTICS

LEGEND

- EXISTING STORM SEWER
- EXISTING SANITARY SEWER
- EXISTING WATER MAIN
- EXISTING GAS MAIN/SERVICE
- EXISTING TELECOMMUNICATION CABLE
- EXISTING ELECTRIC CABLE
- EXISTING LIGHT POLE
- EXISTING SANITARY/STORM SEWER MANHOLE
- EXISTING POWER POLE
- GUY ANCHOR
- EXISTING CATCH BASIN
- EXISTING TRAFFIC SIGN
- EXISTING WATER VALVE
- EXISTING FIRE HYDRANT
- SOIL BORING LOCATION AND NUMBER
- EXISTING WATER SHUT OFF
- EXISTING CLEAN OUT
- PROPOSED SANITARY SEWER
- PROPOSED WATER MAIN
- PROPOSED STORM SEWER
- RIGHT OF WAY
- PROPERTY LINE, APPROXIMATE
- EXISTING CABLE TV CABLE
- PROPOSED CATCH BASIN
- PROPOSED MANHOLE
- PROPOSED WATER VALVE
- PROPOSED FIRE HYDRANT
- PROPOSED 6" SIDEWALK
- PROPOSED 4" SIDEWALK
- PROPOSED ADA RAMP (6")
- PROPOSED 4" STAMPED CONCRETE
- PROPOSED DETECTABLE SURFACE
- HMA, 13A OR LVSP

PUBLIC UTILITIES

MARQUETTE BOARD OF LIGHT AND POWER
2200 WRIGHT STREET
MARQUETTE, MICHIGAN 49855
PH. (906) 228-0300

SPECTRUM MID-AMERICA, LLC
359 US-41 EAST
NEGAUNEE, MICHIGAN 49866
PH. (906) 228-2900

MARQUETTE WATER AND SEWER DEPARTMENT
1100 WRIGHT STREET
MARQUETTE, MICHIGAN 49855
PH. (906) 228-0444

AT&T
3255 US-41 WEST
MARQUETTE, MICHIGAN 49855
PH. (906) 221-2121

SEMCO ENERGY
34 US-41 EAST
NEGAUNEE, MICHIGAN 49866
PH. (906) 475-9901

PENINSULA FIBER NETWORK
1901 WEST RIDGE STREET #2
MARQUETTE, MICHIGAN 49855
PH. (906) 226-7102

CONTRACT FOR:
SUGARLOAF AVENUE MULTI-USE PATH EXTENSION

MUNICIPAL APPROVAL:

Karen Kovacs 3/20/2024

KAREN KOVACS, CITY MANAGER DATE

PREPARED UNDER THE SUPERVISION OF:

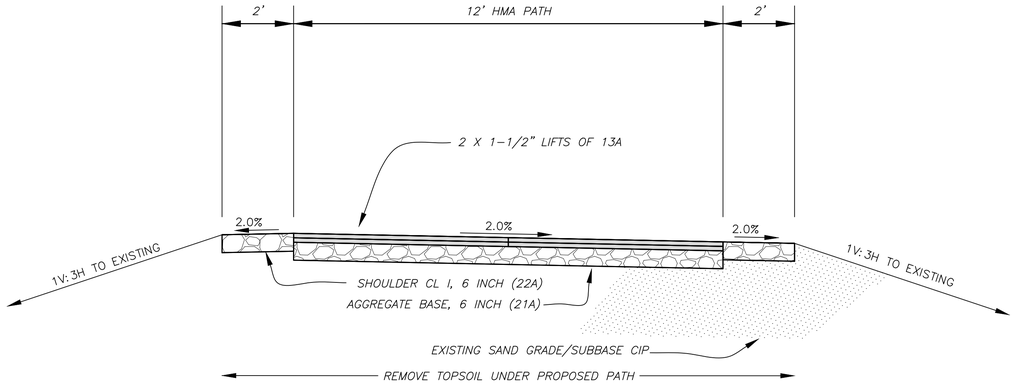
Kellen Wessels 3/20/2024

KELLEN J. WESSELS, ASST. CITY ENGINEER DATE
P.E. NO. 6201311206

STATE OF MICHIGAN
KELLEN JAMES WESSELS
ENGINEER
No. 6201311206
LICENSED PROFESSIONAL ENGINEER

CITY OF MARQUETTE
CITY ENGINEER'S OFFICE
1100 WRIGHT STREET
MARQUETTE, MICHIGAN 49855
PH. (906) 228-0440

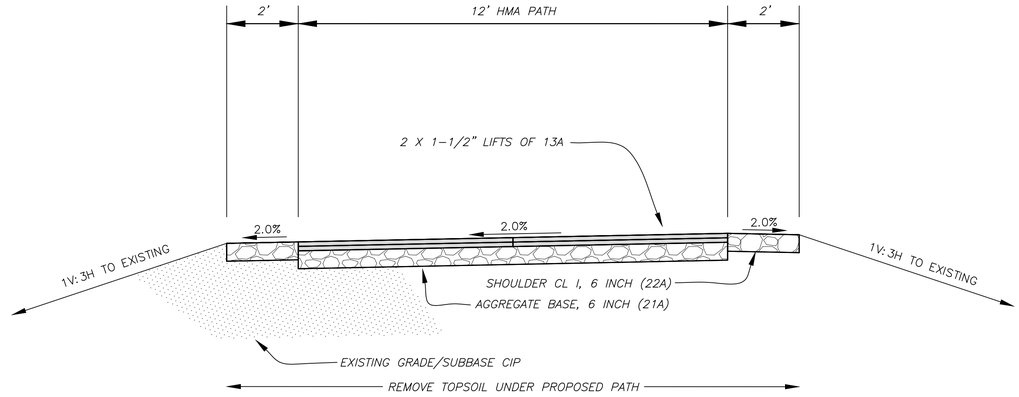
STATION 1+35 TO 5+25 AND 12+90 TO 13+75



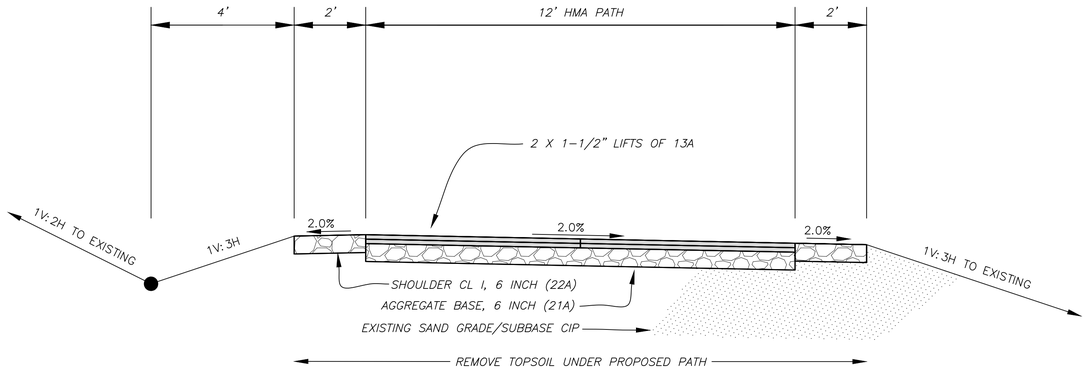
NOTE: STATION 5+25 TO 5+72 IS CROSSING AT POWDER MILL ROAD

STATION 5+72 TO 9+75 AND 18+00 TO 18+55

Know what's below.
Call 811 before you dig.

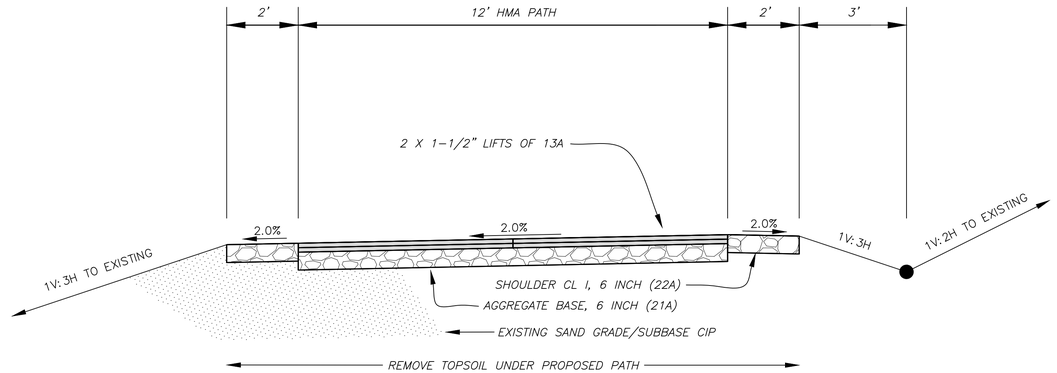


STATION 10+25 TO 12+90



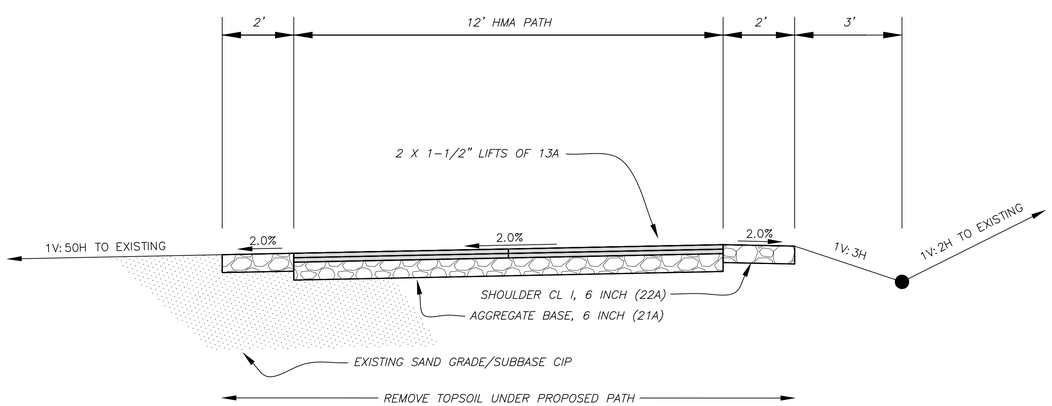
NOTE: STATION 9+75 TO 10+25 IS TRANSITION BETWEEN STANDARD CROSS SECTIONS

STATION 14+25 TO 16+90 AND 17+25 TO 18+00

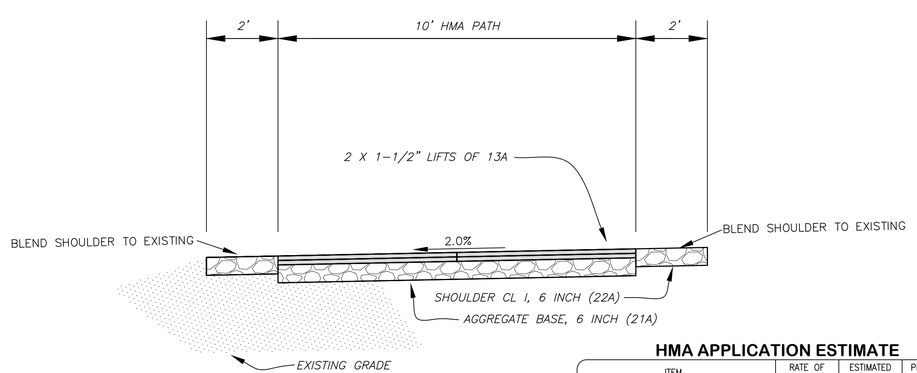


NOTE: STATION 13+75 TO 14+25 IS TRANSITION BETWEEN STANDARD CROSS SECTIONS

STATION 16+90 TO 17+25



STATION 18+55 TO 19+00



HMA APPLICATION ESTIMATE

ITEM	RATE OF APPLICATION	ESTIMATED THICKNESS	PERFORMANCE GRADE	REMARKS
HMA, 13A, (TOP COURSE)	165#/SYD	1-1/2"	58-28	AWI = 260 MIN.
HMA, 13A, (BASE COURSE)	165#/SYD	1-1/2"	58-28	

CITY ENGINEER'S OFFICE
MARQUETTE, MICHIGAN
1100 WRIGHT STREET, MARQUETTE, MI 49855
PHONE (906)228-0440

REVISIONS:

INTERNAL REVIEW	03-04-24
BID READY	03-11-24
BID SET	03-19-24

DESIGN BY: KELLEN WESSELS P.E.
DRAWN BY: KELLEN WESSELS P.E.
DATE: MARCH 19, 2024
FILE NAME: MQ24-019 BASE.dwg

HOR. SCALE: 1" = 2'
VERT. SCALE: 1" = 2'

SUGARLOAF MULTI-USE PATH EXTENSION PROJECT
TYPICAL CROSS SECTIONS

PROJECT MQ24-019
SHEET 2 OF 11

PROJECT NO. MQ24-019

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SUGARLOAF MULTI-USE PATH EXTENSION PROJECT

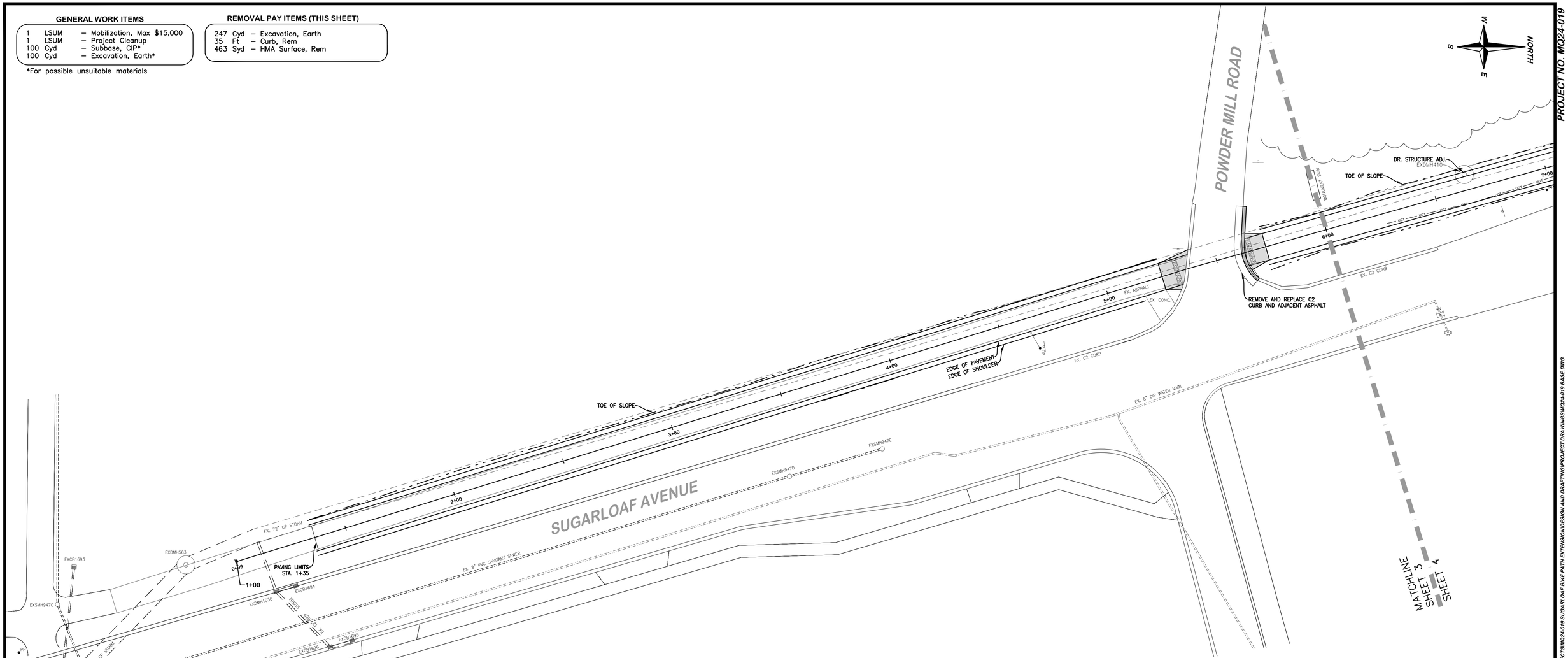
GENERAL WORK ITEMS

1	LSUM	– Mobilization, Max $15,000
1	LSUM	– Project Cleanup
100	Cyd	– Subbase, CIP*
100	Cyd	– Excavation, Earth*

*For possible unsuitable materials

REMOVAL PAY ITEMS (THIS SHEET)

247	Cyd	– Excavation, Earth
35	Ft	– Curb, Rem
463	Syd	– HMA Surface, Rem



NOTES

POWER POLES, UNDERGROUND ELECTRIC, CABLE, AND TELEPHONE CONFLICTING WITH PROPOSED WORK TO BE MOVED BY THE CORRESPONDING UTILITY COMPANY. CONTRACTOR SHALL COORDINATE THEIR WORK WITH THOSE UTILITIES.

REMOVE EXISTING CONCRETE AND BITUMINOUS SURFACES AS SHOWN. CONCRETE REMOVAL PAID FOR AS "Pavt, Rem." AND BIT. REMOVAL PAID FOR AS "HMA Surf, Rem"

REMOVE EXISTING CURB AND GUTTER, PAID FOR AS "CURB, REM" OR "Curb and Gutter, Rem."

CONTRACTOR TO COORDINATE WITH THE MARQUETTE B.L.P. TO HOLD ANY POWER POLE NEAR CONSTRUCTION ACTIVITY. COST OF POLE HOLDING IS INCLUDED WITH UTILITY CONSTRUCTION AND SHALL BE DONE BY THE MARQUETTE B.L.P..

CONTRACTOR TO PROTECT EXISTING UTILITIES AT ALL CROSSINGS. PROTECTION INCLUDED WITH PATH PLACEMENT.

MINIMIZE DISTURBANCE TO EXISTING TREES AND PERENNIAL FLOWER GARDENS. ALL AREAS OF DISTURBANCE OUTSIDE OF INFLUENCE AREA OF WORK SHALL BE RESTORED WITH TOPSOIL, SEED, AND MULCH PAID BY THE CONTRACTOR.

REMOVE STREET SIGNS, STOCKPILE ON SITE FOR CITY DPW PICK UP. PAID AS "Sign, Type 1, Rem"

RESTORATION (THIS SHEET)

1	Cyd	– Subbase, CIP
278	Sft	– Curb Ramp, Conc, 6 inch, Modified
15	Ft	– Curb and Gutter, Conc, Det C2, Modified
20	Ft	– Curb Ramp Opening, Conc, Modified
24	Ft	– Detectable Warning Surface, Modified
556	Syd	– Aggregate Base, 6 inch
186	Syd	– Shld, Cl I, 6 Inch
105	Ton	– HMA, 13a
820	Syd	– Topsoil Surface, Furn, 4 Inch, Modified
820	Syd	– Mulch
38	Lb	– Seeding, Mixture TUF
30	Lb	– Fertilizer, Chemical Nutrient, Cl A

NOTE: ALL CURBING SHALL BE 3500 PSI AND INCLUDE THE ADDITION OF FIBERGLASS FIBERS.

PIPING AND STRUCTURES WITHIN THE PROPOSED TRENCH INFLUENCE AREA SHALL BE REMOVED. WORK WILL BE CONSIDERED INCIDENTAL AND INCLUDED WITH OTHER PAY ITEMS OF WORK. ALL STRUCTURES AND PIPING 8" DIA AND GREATER AND OUTSIDE THE PROPOSED TRENCH INFLUENCE AREA WILL BE REMOVED AND PAID FOR AS A SEPARATE PAY ITEM OF WORK. ALL OTHER PIPING NOT MEETING THE ABOVE DESCRIPTIONS WILL BE ABANDONED AND BULKHEADED. WORK WILL BE CONSIDERED INCIDENTAL AND INCLUDED WITH OTHER PAY ITEMS OF WORK.

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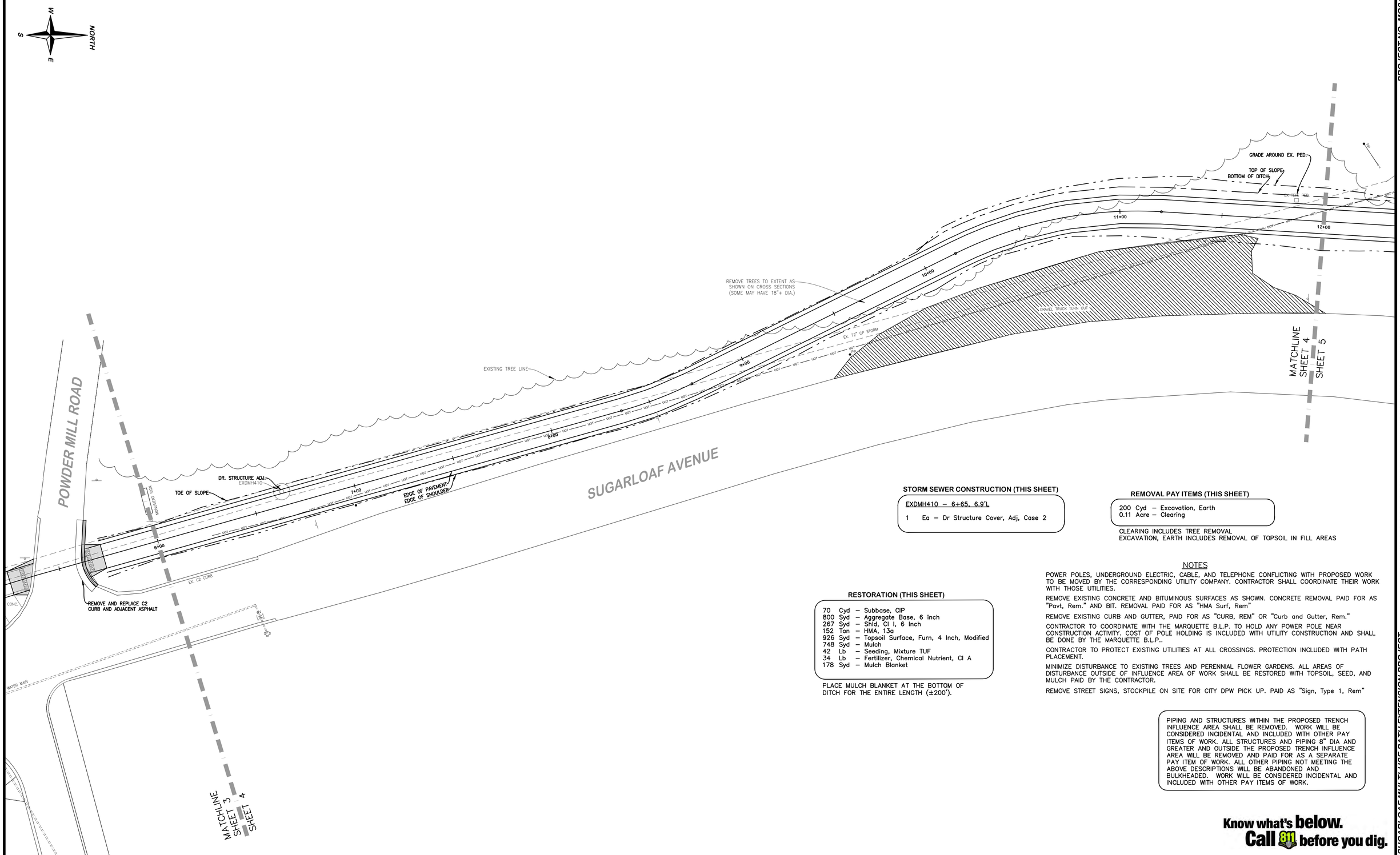
SUGARLOAF MULTI-USE PATH EXTENSION PROJECT
PLAN STATION 1+00 TO 6+00

PROJECT MQ24-019
SHEET 3 OF 11

PROJECT NO. MQ24-019

SUGARLOAF MULTI-USE PATH EXTENSION PROJECT

J:\PROJECTS\MQ24-019 SUGARLOAF BIKE PATH EXTENSION\DESIGN AND DRAFTING\PROJECT DRAWINGS\MQ24-019 BASE.DWG



STORM SEWER CONSTRUCTION (THIS SHEET)

EXDMH410 – 6+65, 6.9'L

1 Ea – Dr Structure Cover, Adj, Case 2

REMOVAL PAY ITEMS (THIS SHEET)

200 Cyd – Excavation, Earth
0.11 Acre – Clearing

CLEARING INCLUDES TREE REMOVAL
EXCAVATION, EARTH INCLUDES REMOVAL OF TOPSOIL IN FILL AREAS

RESTORATION (THIS SHEET)

70 Cyd – Subbase, CIP
800 Syd – Aggregate Base, 6 inch
267 Syd – Shld, Cl I, 6 Inch
152 Ton – HMA, 13a
926 Syd – Topsoil Surface, Furn, 4 Inch, Modified
748 Syd – Mulch
42 Lb – Seeding, Mixture TUF
34 Lb – Fertilizer, Chemical Nutrient, Cl A
178 Syd – Mulch Blanket

PLACE MULCH BLANKET AT THE BOTTOM OF DITCH FOR THE ENTIRE LENGTH (±200').

NOTES

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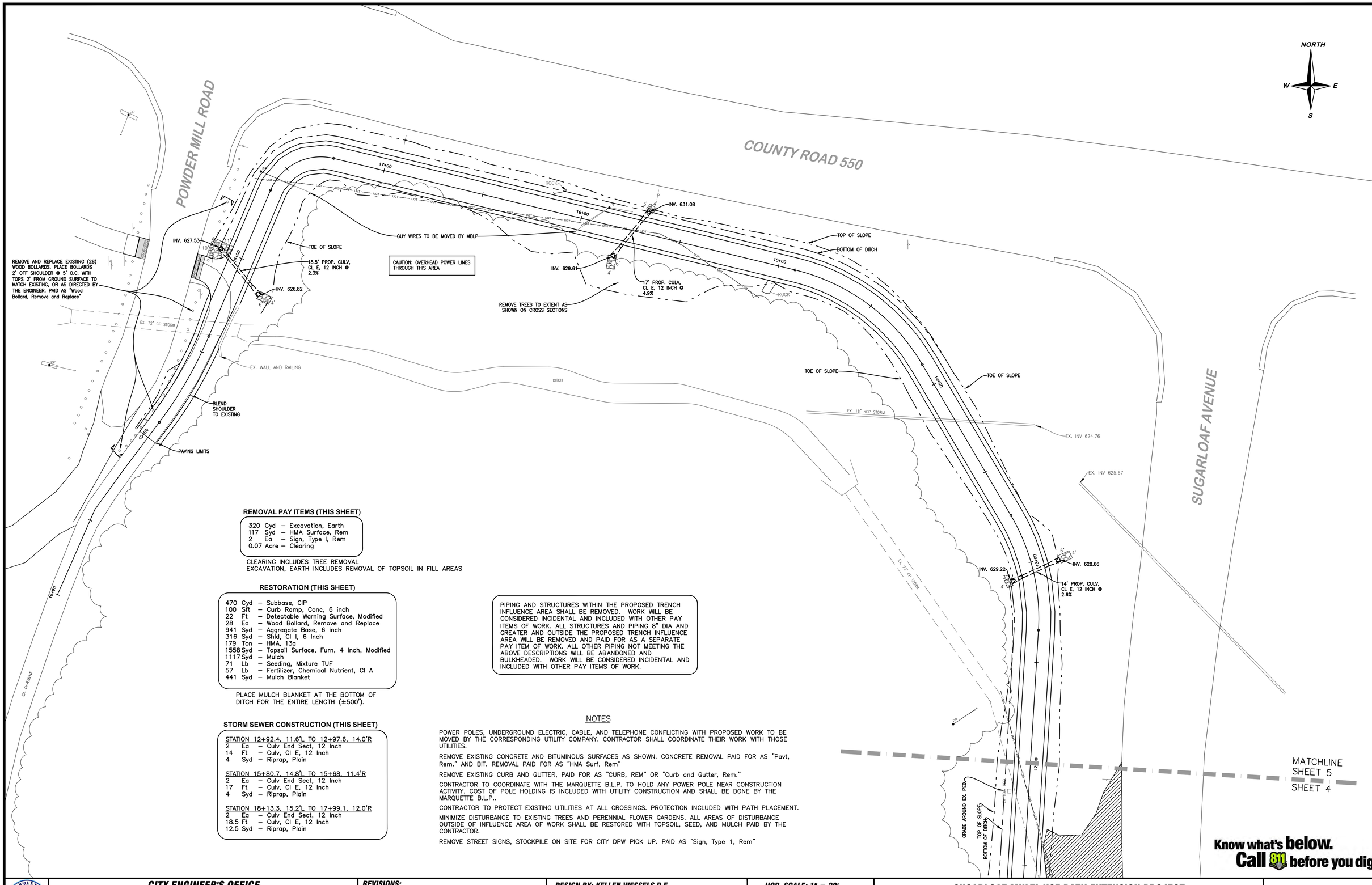
SUGARLOAF MUTLI-USE PATH EXTENSION PROJECT
PLAN STATION 6+00 TO 12+00

PROJECT MQ24-019
SHEET 4 OF 11

PROJECT NO. MQ24-019

J:\PROJECTS\MQ24-019 SUGARLOAF BIKE PATH EXTENSION\DESIGN AND DRAFTING\PROJECT DRAWINGS\MQ24-019 BASE.DWG

SUGARLOAF MULTI-USE PATH EXTENSION PROJECT



REMOVAL PAY ITEMS (THIS SHEET)

320	Cyd	–	Excavation, Earth
117	Syd	–	HMA Surface, Rem
2	Ea	–	Sign, Type I, Rem
0.07	Acre	–	Clearing

CLEARING INCLUDES TREE REMOVAL
EXCAVATION, EARTH INCLUDES REMOVAL OF TOPSOIL IN FILL AREAS

RESTORATION (THIS SHEET)

470	Cyd	–	Subbase, CIP
100	Sft	–	Curb Ramp, Conc, 6 inch
22	Ft	–	Detectable Warning Surface, Modified
28	Ea	–	Wood Bollard, Remove and Replace
941	Syd	–	Aggregate Base, 6 inch
316	Syd	–	Shld, Cl I, 6 Inch
179	Ton	–	HMA, 13a
1558	Syd	–	Topsoil Surface, Furn, 4 Inch, Modified
1117	Syd	–	Mulch
71	Lb	–	Seeding, Mixture TUF
57	Lb	–	Fertilizer, Chemical Nutrient, Cl A
441	Syd	–	Mulch Blanket

PLACE MULCH BLANKET AT THE BOTTOM OF DITCH FOR THE ENTIRE LENGTH (±500').

STORM SEWER CONSTRUCTION (THIS SHEET)

STATION 12+92.4, 11.6'L TO 12+97.6, 14.0'R

2	Ea	–	Culv End Sect, 12 Inch
14	Ft	–	Culv, Cl E, 12 Inch
4	Syd	–	Riprap, Plain

STATION 15+80.7, 14.8'L TO 15+68, 11.4'R

2	Ea	–	Culv End Sect, 12 Inch
17	Ft	–	Culv, Cl E, 12 Inch
4	Syd	–	Riprap, Plain

STATION 18+13.3, 15.2'L TO 17+99.1, 12.0'R

2	Ea	–	Culv End Sect, 12 Inch
18.5	Ft	–	Culv, Cl E, 12 Inch
12.5	Syd	–	Riprap, Plain

PIPING AND STRUCTURES WITHIN THE PROPOSED TRENCH INFLUENCE AREA SHALL BE REMOVED. WORK WILL BE CONSIDERED INCIDENTAL AND INCLUDED WITH OTHER PAY ITEMS OF WORK. ALL STRUCTURES AND PIPING 8" DIA AND GREATER AND OUTSIDE THE PROPOSED TRENCH INFLUENCE AREA WILL BE REMOVED AND PAID FOR AS A SEPARATE PAY ITEM OF WORK. ALL OTHER PIPING NOT MEETING THE ABOVE DESCRIPTIONS WILL BE ABANDONED AND BULKHEADED. WORK WILL BE CONSIDERED INCIDENTAL AND INCLUDED WITH OTHER PAY ITEMS OF WORK.

NOTES

POWER POLES, UNDERGROUND ELECTRIC, CABLE, AND TELEPHONE CONFLICTING WITH PROPOSED WORK TO BE MOVED BY THE CORRESPONDING UTILITY COMPANY. CONTRACTOR SHALL COORDINATE THEIR WORK WITH THOSE UTILITIES.

REMOVE EXISTING CONCRETE AND BITUMINOUS SURFACES AS SHOWN. CONCRETE REMOVAL PAID FOR AS "Pavt, Rem." AND BIT. REMOVAL PAID FOR AS "HMA Surf, Rem"

REMOVE EXISTING CURB AND GUTTER, PAID FOR AS "CURB, REM" OR "Curb and Gutter, Rem."

CONTRACTOR TO COORDINATE WITH THE MARQUETTE B.L.P. TO HOLD ANY POWER POLE NEAR CONSTRUCTION ACTIVITY. COST OF POLE HOLDING IS INCLUDED WITH UTILITY CONSTRUCTION AND SHALL BE DONE BY THE MARQUETTE B.L.P..

CONTRACTOR TO PROTECT EXISTING UTILITIES AT ALL CROSSINGS. PROTECTION INCLUDED WITH PATH PLACEMENT.

MINIMIZE DISTURBANCE TO EXISTING TREES AND PERENNIAL FLOWER GARDENS. ALL AREAS OF DISTURBANCE OUTSIDE OF INFLUENCE AREA OF WORK SHALL BE RESTORED WITH TOPSOIL, SEED, AND MULCH PAID BY THE CONTRACTOR.

REMOVE STREET SIGNS, STOCKPILE ON SITE FOR CITY DPW PICK UP. PAID AS "Sign, Type 1, Rem"

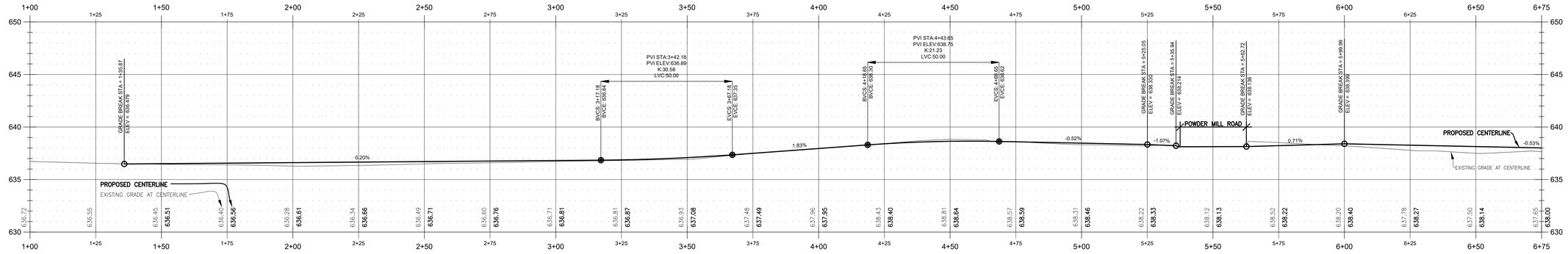
Know what's **below.** **Call** 811 **before you dig.**

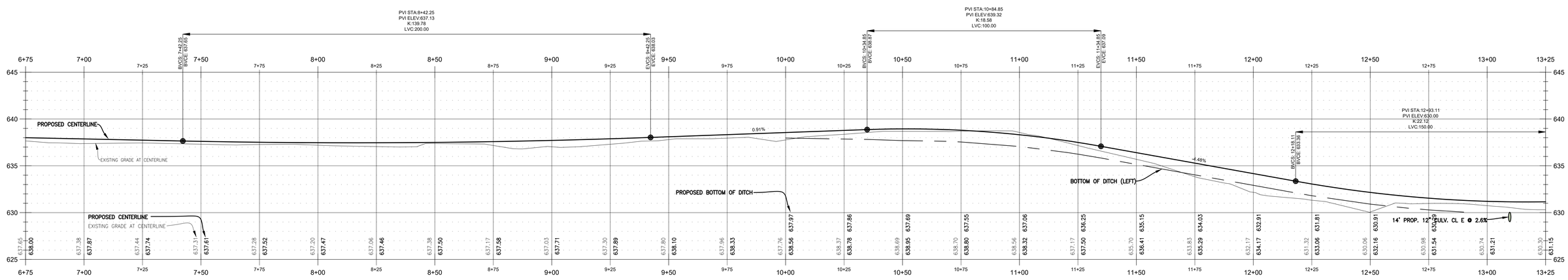
PROJECT NO. MQ24-019

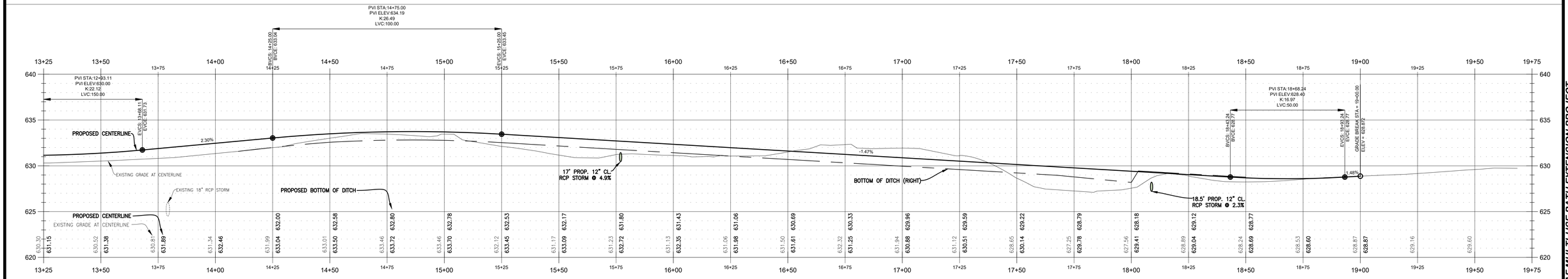
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SUGARLOAF MULTI-USE PATH EXTENSION PROJECT

CITY ENGINEER'S OFFICE **MARQUETTE, MICHIGAN** 1100 WRIGHT STREET, MARQUETTE, MI 49855 PHONE (906)228-0440	**REVISIONS:** INTERNAL REVIEW 03-04-24 BID READY 03-11-24 BID SET 03-19-24	DESIGN BY: KELLEN WESSELS P.E. DRAWN BY: KELLEN WESSELS P.E. DATE: MARCH 19, 2024 FILE NAME: MQ24-019 BASE.dwg	HOR. SCALE: 1" = 20' VERT. SCALE: N.A.	**SUGARLOAF MULTI-USE PATH EXTENSION PROJECT** PLAN STATION 12+00 TO 19+00	**PROJECT MQ24-019** **SHEET 5 OF 11**







Know what's **below.**
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CITY ENGINEER'S OFFICE
MARQUETTE, MICHIGAN
1100 WRIGHT STREET, MARQUETTE, MI 49855
PHONE (906)228-0440

REVISIONS:	
INTERNAL REVIEW	03-04-24
BID READY	03-11-24
BID SET	03-19-24
.	.

DESIGN BY: KELLEN WESSELS P.E.
DRAWN BY: KELLEN WESSELS P.E.
DATE: MARCH 19, 2024
FILE NAME: MQ24-019 BASE.dwg

HOR. SCALE: 1" = 20'
VERT. SCALE: 1" = 5'

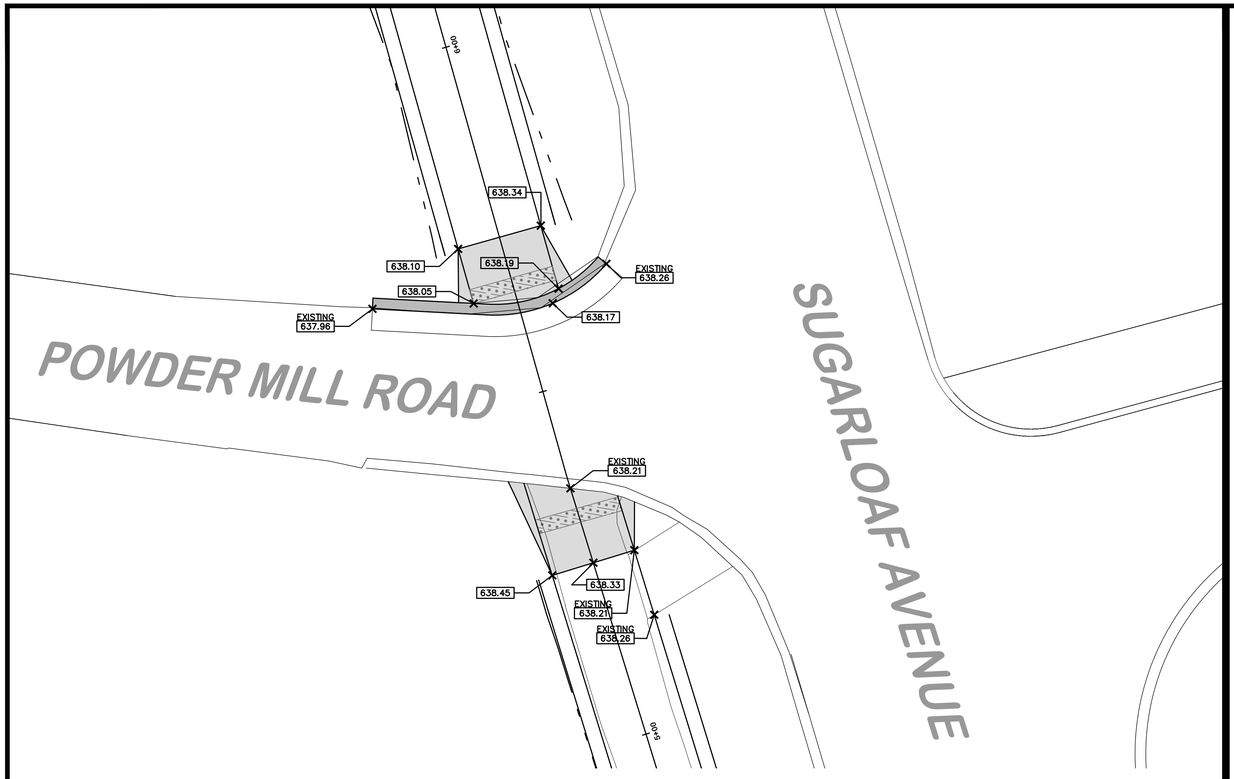
SUGARLOAF MULTI-USE PATH EXTENSION PROJECT

PROFILES

PROJECT MQ24-019
SHEET 6 OF 11

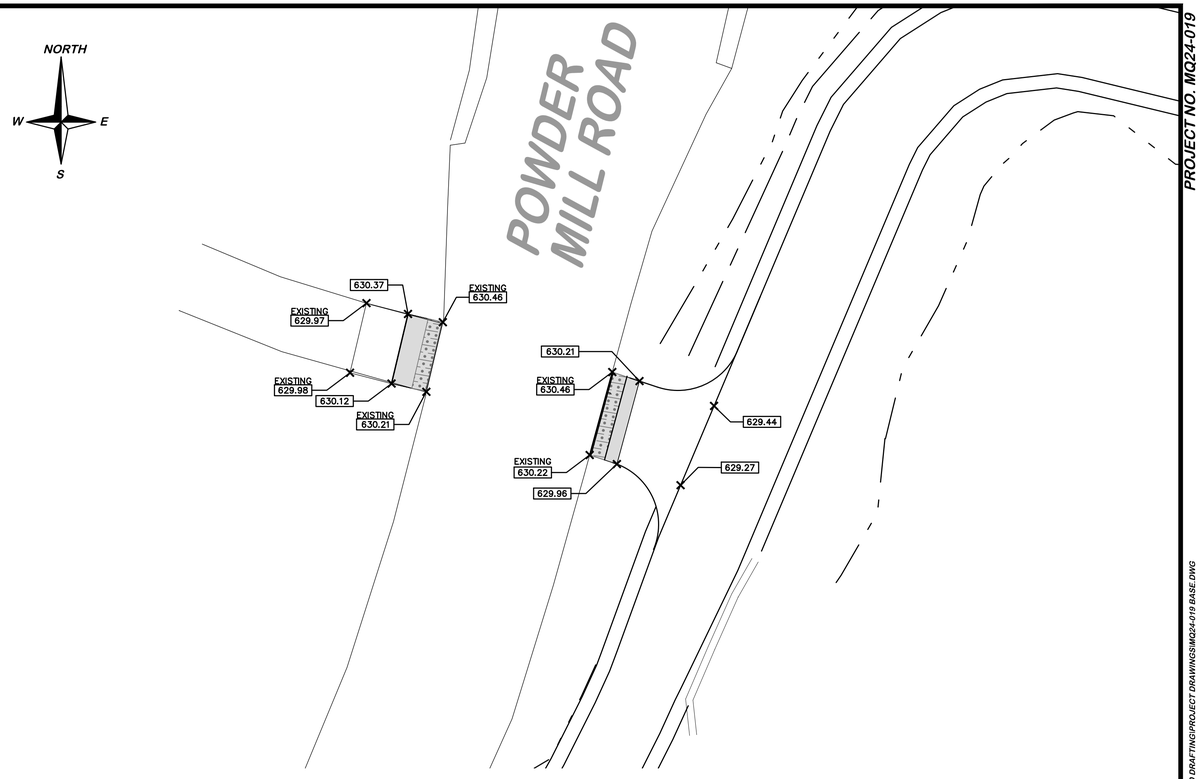
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SUGARLOAF MULTI-USE PATH EXTENSION PROJECT



POWDER MILL ROAD AND SUGARLOAF AVENUE

SCALE: 1" = 10'

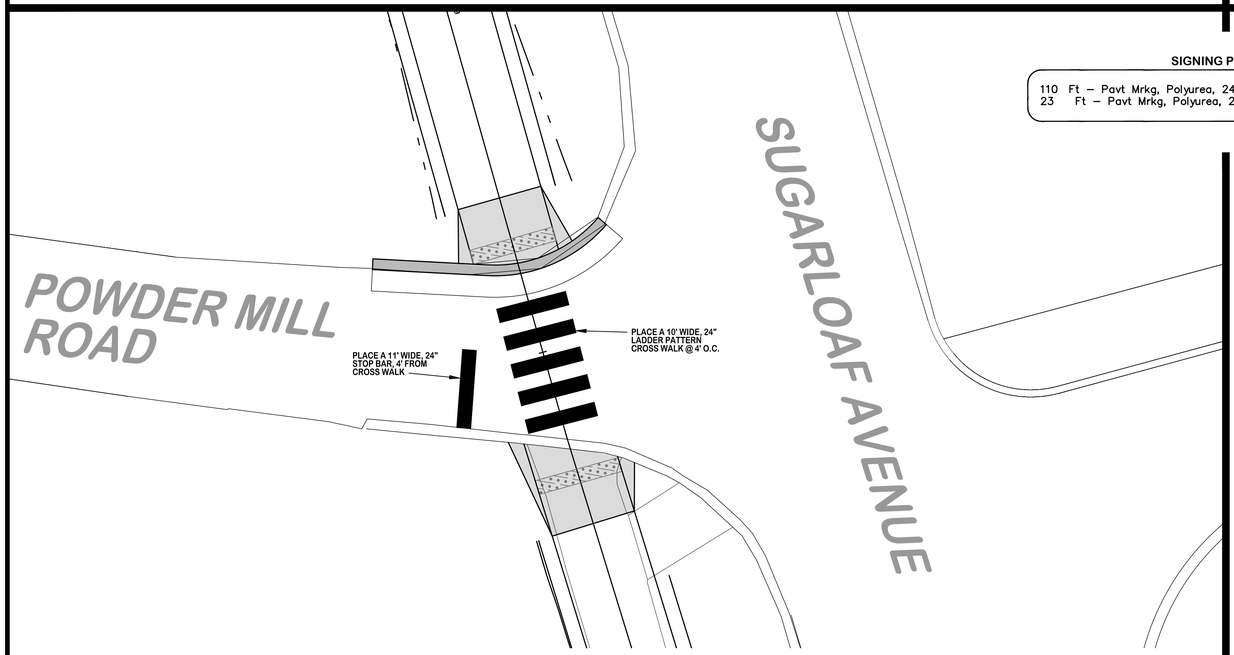


POWDER MILL ROAD AND COUNTY ROAD 550

SCALE: 1" = 10'

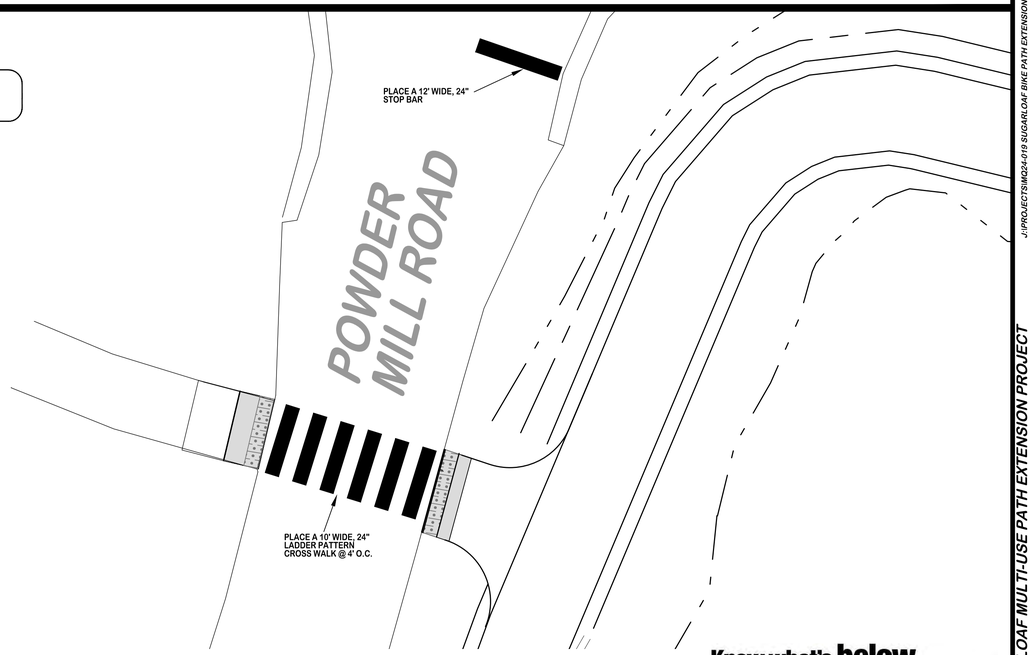
SIGNING PAY ITEMS

110 Ft – Pavt Mrkg, Polyurea, 24 inch, White (Ladder Pattern)
23 Ft – Pavt Mrkg, Polyurea, 24 inch, Stop Bar, White



PAVEMENT MARKING PLAN - POWDER MILL/SUGARLOAF

SCALE: 1" = 10'



PAVEMENT MARKING PLAN - POWDER MILL/C.R.550

SCALE: 1" = 10'

Know what's below. Call 811 before you dig.

PROJECT NO. MQ24-019

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SUGARLOAF MULTI-USE PATH EXTENSION PROJECT

CITY ENGINEER'S OFFICE
MARQUETTE, MICHIGAN
1100 WRIGHT STREET, MARQUETTE, MI 49855
PHONE (906)228-0440

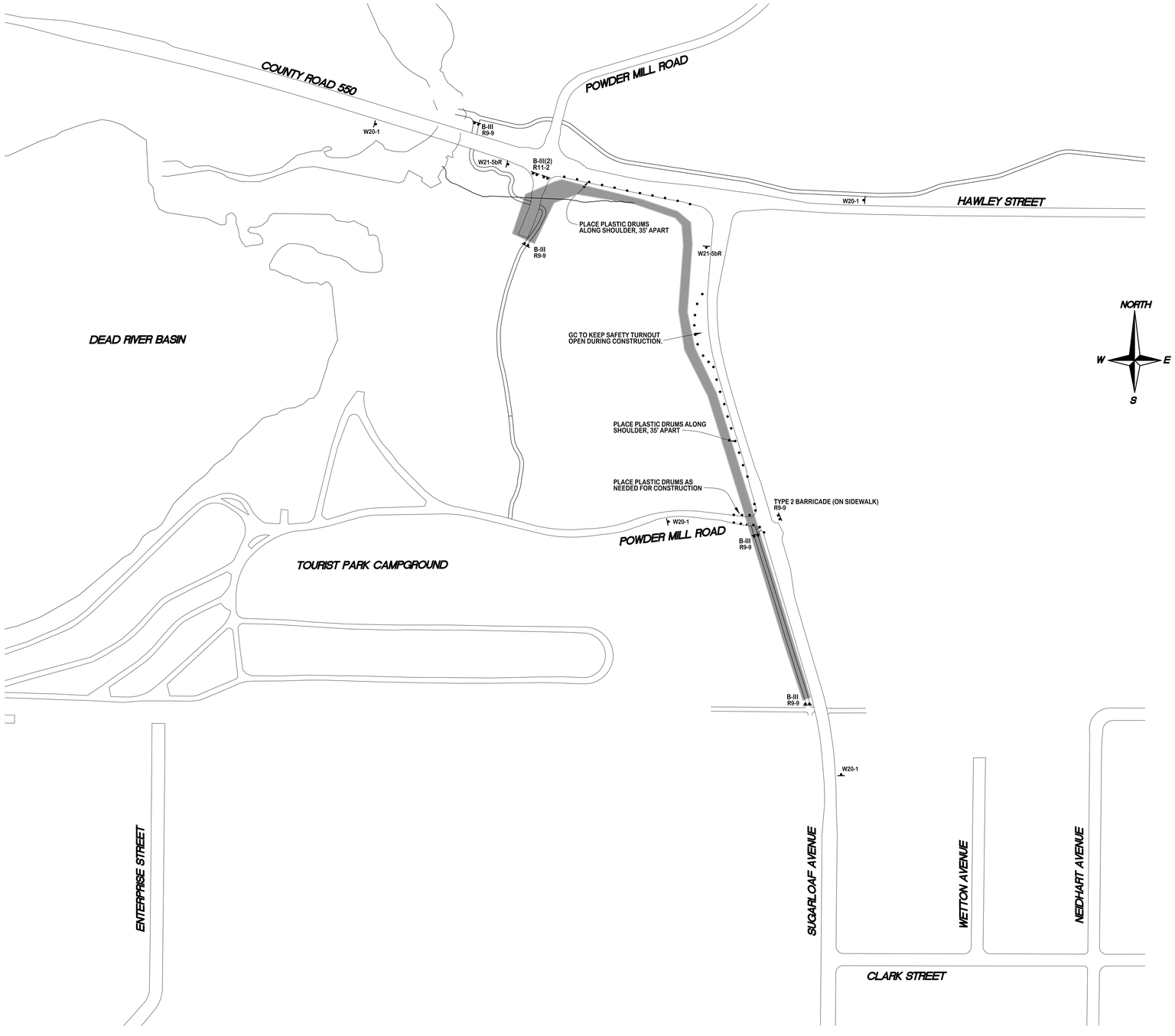
REVISIONS:	
INTERNAL REVIEW	03-04-24
BID READY	03-11-24
BID SET	03-19-24
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-	-

DESIGN BY: KELLEN WESSELS P.E.
DRAWN BY: KELLEN WESSELS P.E.
DATE: MARCH 19, 2024
FILE NAME: MQ24-019 BASE.dwg

HOR. SCALE: 1" = 10'
VERT. SCALE: N/A

SUGARLOAF MULTI-USE PATH EXTENSION PROJECT
RAMP DETAILS/PAVEMENT MARKINGS

PROJECT MQ24-019
SHEET 7 OF 11



NOTES:

THE INTERSECTION INTO TOURIST PARK CAMPGROUND SHALL REMAIN OPEN TO THROUGH TRAFFIC AT ALL TIMES.

SET UP, MOVING, TAKE DOWN, AND REUSE OF SIGNAGE, DRUMS, AND BARRICADES SHALL BE INCLUDED IN ITEMS BID PRICES AND ONLY PAID ONCE.

ALL REMOVED PERMANENT SIGNAGE AND POSTS ARE TO BE TURNED OVER TO THE CITY OF MARQUETTE PUBLIC WORKS DEPARTMENT.

ALL PROPOSED PERMANENT SIGNAGE WILL BE PROVIDED AND PLACED BY THE CITY OF MARQUETTE PUBLIC WORKS DEPARTMENT.

THE CONTRACTOR SHALL COORDINATE WITH PUBLIC WORKS TO ENSURE ALL SIGNAGE IS PLACED PRIOR TO STREET BEING OPENED TO TRAFFIC.

TEMPORARY SIGNING PAY ITEMS FOR ENTIRE PROJECT

50	EA – PLASTIC DRUM, FLUORESCENT, FURN
50	EA – PLASTIC DRUM, FLUORESCENT, OPER
116	SFT – SIGN, TYPE B, TEMP, PRISMATIC, FURN
116	SFT – SIGN, TYPE B, TEMP, PRISMATIC, OPER
6	EA – BARRICADE, TYPE III, HIGH INTENSITY, DOUBLE SIDED, LIGHTED, FURN
6	EA – BARRICADE, TYPE III, HIGH INTENSITY, DOUBLE SIDED. LIGHTED, OPER

TEMPORARY SIGNING FOR ENTIRE PROJECT

SIGN	TYPE	DESCRIPTION	MAX. NO. EACH	DIMENSIONS (INCHES)
		PLASTIC DRUM, LIGHTED	50	
B–III		BARRICADE, TYPE III, LIGHTED	6	
R9–9	IIB	SIDEWALK CLOSED	5	24x12
R11–2	IIB	STREET CLOSED	1	48x30
W20–1	IIB	ROAD WORK AHEAD	4	48x48
W21–5bR	IIB	RIGHT SHOULDER CLOSED AHEAD	2	48x48

Know what's **below.**
Call 811 **before you dig.**

PROJECT NO. MQ24-019

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SUGARLOAF MULTI-USE PATH EXTENSION PROJECT

CITY ENGINEER'S OFFICE **MARQUETTE, MICHIGAN** 1100 WRIGHT STREET, MARQUETTE, MI 49855 PHONE (906)228-0440	**REVISIONS:** PRELIMINARY 02-09-24 BID READY 03-11-24 BID SET 03-19-24	DESIGN BY: KELLEN WESSELS P.E. DRAWN BY: D. SALMON DATE: MARCH 19, 2024 FILE NAME: MQ24-019 TRAFFIC CONTROL.dwg	HOR. SCALE: 1" = 150' VERT. SCALE: N.A.	SUGARLOAF MULTI-USE PATH EXTENSION PROJECT TRAFFIC CONTROL PLAN	PROJECT MQ24-019 SHEET 8 OF 11



NOTE:
THIS SCHEMATIC DRAWING IS FOR INFORMATIONAL PURPOSES ONLY. EXACT LOCATION OF VALVES, HYDRANTS, AND MANHOLES SHALL BE FIELD VERIFIED. PROPOSED WORK SHALL BE REFERENCED FROM PLAN SHEETS OF CONSTRUCTION SET OF DRAWINGS.

Know what's below. Call 811 before you dig.

CITY ENGINEER'S OFFICE
MARQUETTE, MICHIGAN
1100 WRIGHT STREET, MARQUETTE, MI 49855
PHONE (906)228-0440

REVISIONS:	
PRELIMINARY	02-09-24
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.	.

DESIGN BY: KELLEN WESSELS P.E.
DRAWN BY: D. SALMON
DATE: MARCH 19, 2024
FILE NAME: MQ24-019 UTILITY SCHEMATICS.dwg

HOR. SCALE: N.A.
VERT. SCALE: N.A.

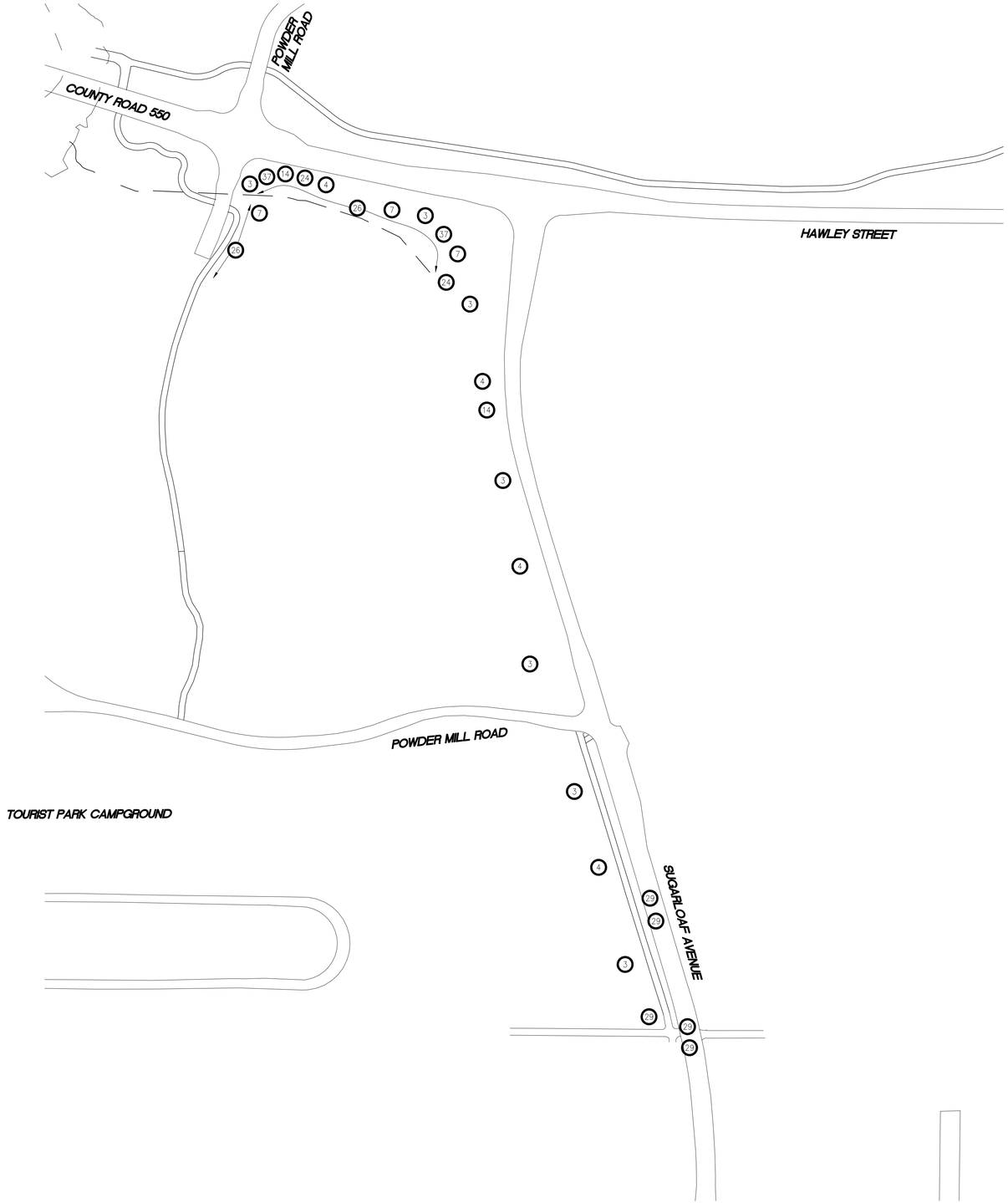
SUGARLOAF MULTI-USE PATH EXTENSION PROJECT
UTILITY SCHEMATICS

PROJECT MQ24-019
SHEET 9 OF 11

PROJECT NO. MQ24-019

SUGARLOAF MULTI-USE PATH EXTENSION PROJECT

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SOIL EROSION AND SEDIMENTATION CONTROL QUANTITIES

40	FT	– EROSION CONTROL, CHECK DAM, STONE
550	FT	– EROSION CONTROL, SILT FENCE
3	EA	– EROSION CONTROL, GRAVEL ACCESS APPROACH
100	EA	– EROSION CONTROL, SAND BAG
5	EA	– EROSION CONTROL, FILTER BAG
2	TON	– DUST PALLIATIVE, APPLIED

NOTES:

ALL CATCH BASINS AND STORMWATER INLETS WITHIN THE PROJECT LIMITS AS WELL AS DOWNSTREAM CATCH BASINS, SHALL HAVE SILT SACKS PLACED IN THEM. CURB HEAD OPENINGS ARE TO BE BLOCKED SUCH THAT WATER IS DEFLECTED INTO THE SILT SACK. SILT SACKS SHALL BE CLEANED OR REPLACED WHEN 1/3 FULL OF SEDIMENT. CATCH BASINS OUTSIDE OF PROJECT LIMITS THAT RECEIVE FABRIC SHALL HAVE THE CURB HEAD OPENINGS COVERED IN FABRIC AS WELL.

(29) *STOCKPILE 100 READY TO USE SAND BAGS TO BE USED TO DIRECT STORM WATER AS DEEMED NECESSARY BY THE ENGINEER.*

(24) *CONTRACTOR IS RESPONSIBLE FOR SWEEPING SAND AND DEBRIS THAT IS TRACKED ONTO ALL ADJOINING STREETS AT THE END OF EACH WORKDAY, BEFORE RAIN EVENTS, AND AS DIRECTED BY ENGINEER. COST INCLUDED IN "EROSION CONTROL, GRAVEL ACCESS APPROACH"*

ALL DISTURBED LANDSCAPE AREA'S SHALL RECEIVE 4" TOPSOIL, SEED, AND MULCH.

SOIL EROSION PAY ITEMS SHALL COVER THE COST OF PLACING AND REMOVING THEM, MAINTAINING THEM AND ANY RE-INSTALLATION REQUIRED DUE TO CONSTRUCTION ACTIVITY.

(26) *SILT FENCE SHALL BE PLACED PRIOR TO EARTHWORK AND SHALL BE APPROVED BY THE ENGINEER.*

APPLICABLE SOIL EROSION AND SEDIMENTATION CONTROL MEASURES
(COMPREHENSIVE DETAILS ARE LOCATED IN SECTION 6 OF THE SOIL EROSION & SEDIMENTATION CONTROL MANUAL)

A = SLOPES
B = STREAMS AND WATERWAYS
C = SURFACE DRAINAGEWAYS
D = ENCLOSED DRAINAGE (INLET & OUTFALL CONTROL)
E = LARGE FLAT SURFACE AREAS
F = BORROW AND STOCKPILE AREAS
G = DNRE PERMIT MAY BE REQUIRED

KEY	DETAIL	CHARACTERISTICS	A	B	C	D	E	F	G
3	PERMANENT/TEMPORARY SEEDING	Inexpensive but effective erosion control measure to stabilize flat areas and mild slopes. Permits runoff to infiltrate soil, reducing runoff volumes. Proper preparation of the seed bed, fertilizing, mulching and watering is critical to its success.	•		•		•	•	
4	DUST CONTROL	Dust control can be accomplished by watering, and/or applying calcium chloride. The disturbed areas should be kept to a minimum. PERMANENT/TEMPORARY SEEDING (KEY 3) should be applied as soon as possible.	•				•	•	
7	RIPRAP	Used where vegetation cannot be established. Very effective in protecting against high velocity flows. Should be placed over a geotextile liner.	•	•	•	•			•
14	GRAVEL ACCESS APPROACH	Provides a stable access to roadways minimizing fugitive dust and tracking of materials onto public streets and highways.					•	•	
24	SAND AND STONE BAGS	Sand and stone bags are a useful tool in the prevention of erosion. Can be used to divert water around a construction site by creating a DIVERSION DIKE (KEY 10). Works well for creating a CONSTRUCTION DAM (KEY 36) and temporary culvert end fill.	•	•	•	•	•	•	•
26	SILT FENCE	A permeable barrier erected below disturbed areas to capture sediments from sheet flow. Can be used to divert small volumes of water to stable outlets. Ineffective as a filter and should never be placed across streams or ditches where flow is concentrated.	•				•	•	
29	INLET PROTECTION FABRIC DROP	Provides settling and filtering of silt laden water prior to its entry into the drainage system. Can be used in median and side ditches where vegetation will be disturbed. Allows for early use of drainage systems prior to project completion.			•		•		
37	CHECK DAM	Can be constructed across ditches or any area of concentrated flow. Protects vegetation in early stages of growth. A Check Dam is intended to reduce water velocities and capture sediment. A Check Dam is not a filtering device.	•		•			•	

Know what's below.
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1100 WRIGHT STREET, MARQUETTE, MI 49855
PHONE (906)228-0440

REVISIONS:	
PRELIMINARY	02-09-24
BID READY	03-11-24
BID SET	.
.	.

DESIGN BY: D. SALMON
DRAWN BY: D. SALMON
DATE: MARCH 19, 2024
FILE NAME: MQ24-019 SESC.dwg

HOR. SCALE: 1" = 100'
VERT. SCALE: N.A.

SUGARLOAF MULTI-USE PATH EXTENSION PROJECT
SESC PLAN

PROJECT MQ24-019
SHEET 10 OF 11

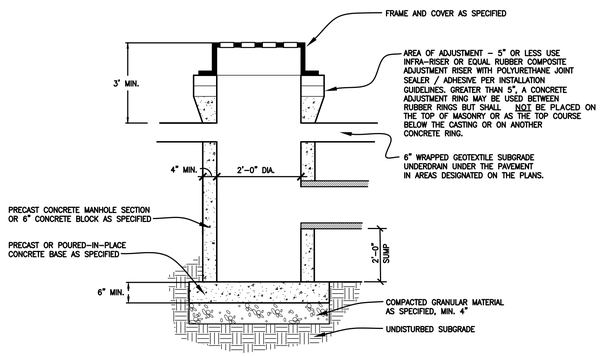
PROJECT NO. MQ24-019

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SUGARLOAF MULTI-USE PATH EXTENSION PROJECT

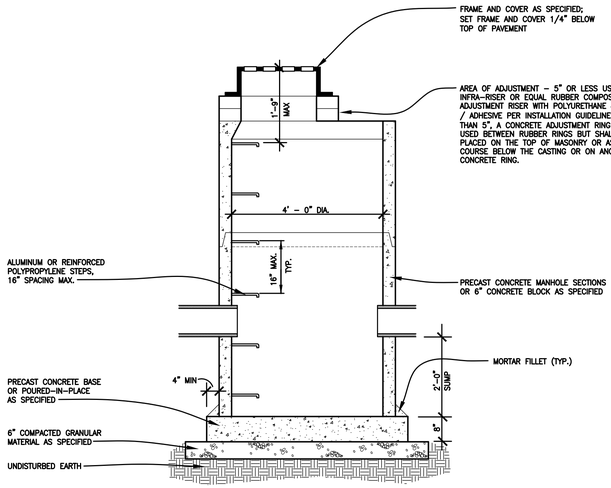
2' DIAMETER CATCH BASIN

NO SCALE

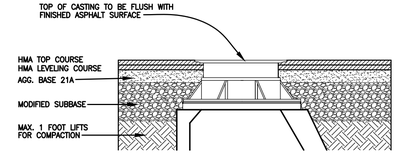


4' DIAMETER CATCH BASIN STRUCTURE

NO SCALE

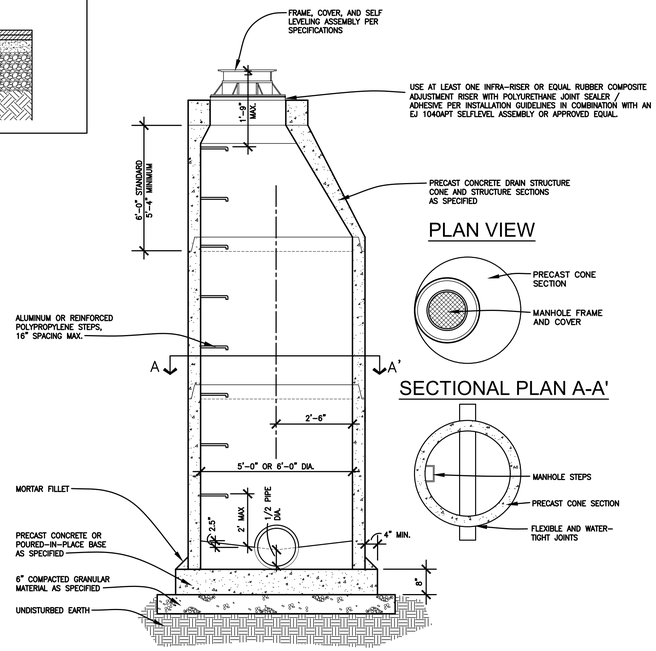


TYP. DRAIN STRUCTURE COVER INSTALLATION

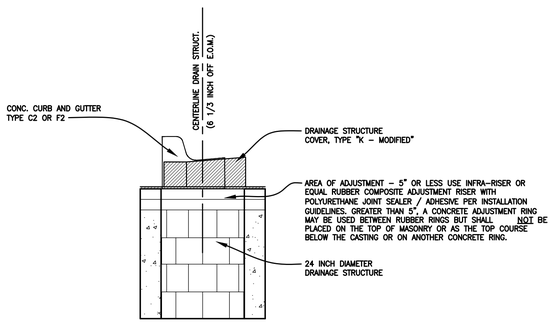


4', 5', OR 6' DIAMETER DRAIN STRUCTURE

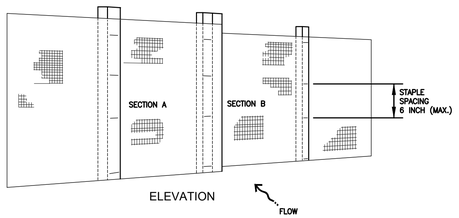
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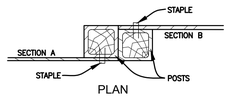


CATCH BASIN DETAIL FOR C2 AND F2 CURBING

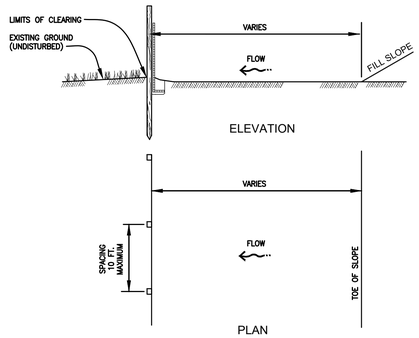


STANDARD DETAIL FOR SILT FENCE INSTALLATION





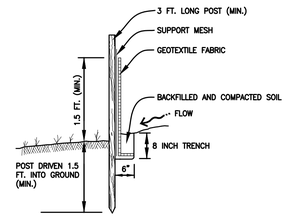
JOINING TWO ADJACENT SILT FENCE SECTIONS



SILT FENCE INSTALLATION AT TOE OF FILL

NOTE:

1. DIMENSIONS NOT LABELED ARE IN INCHES
2. ALTERNATE PRE–ASSEMBLED SILT FENCE OPTIONS WILL BE ALLOWED AS LONG AS SPECIFIED DIMENSIONS ARE SATISFIED. FOLLOW MANUFACTURER'S INFORMATION FOR INSTALLATION PROCEDURES.



POST AND FABRIC INSTALLATION DETAIL

Michigan's One-Call — Utility Notification Organization

Three full days before you dig call the Miss Dig system 1–(800)–482–7171

PROJECT NO. MQ24-019

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SUGARLOAF MULTI-USE PATH EXTENSION PROJECT

CITY ENGINEER'S OFFICE
MARQUETTE, MICHIGAN
1100 WRIGHT STREET, MARQUETTE, MI 49855
PHONE (906)228-0440

REVISIONS:

PRELIMINARY	02-09-24
BID READY	03-11-24
BID SET	03-19-24
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DESIGN BY: KELLEN WESSELS P.E.
DRAWN BY: D. SALMON
DATE: MARCH 19, 2024
FILE NAME: MQ24-019 STORM DETAILS.dwg

HOR. SCALE: N.A.
VERT. SCALE: N.A.

SUGARLOAF MULTI-USE PATH EXTENSION PROJECT
STORM SEWER DETAILS

PROJECT MQ24-019
SHEET 11 OF 11

Agenda Date: 4/29/2024

Consent Agenda - Roll Call Vote
Vango's, Inc. - Termination of Lease Agreement

BACKGROUND:

Vango's, Inc. entered into a three-year lease agreement with the City in 2022 to use the Ice Cream Store at Presque Isle Park for a term ending on September 30, 2024. Recently the vendor requested the final five months of the lease agreement be terminated. Staff has worked with Vango's, Inc. and the City Attorney to develop a Termination of Lease Agreement.

Staff recommends the City Commission approve the Termination of Lease Agreement. A new vendor wishes to lease the space.

FISCAL EFFECT:

The General Fund will realize a $3,000 reduction in revenue for FY 24 with this action. Staff are working with another vendor who would pay the same revenue for lease of this space.

RECOMMENDATION:

Approve the Termination of Lease Agreement with Vango's, Inc., and authorize the Mayor and Clerk to sign the Termination.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Termination Agreement
- Original Lease Agreement

TERMINATION OF LEASE AGREEMENT

THIS TERMINATION is made on this ___ day of _____, 2024, **THE CITY OF MARQUETTE**, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, Michigan 49855, hereinafter "LESSOR", and **VANGO'S, INC.**, a Michigan corporation, of 927 N. Third St, Marquette Michigan 49855, hereinafter "LESSEE".

WHEREAS, the parties entered into a Lease Agreement dated JUNE 13, 2022, for a term of 3 years ("Lease") and;

WHEREAS, the parties mutually desire to terminate the lease effective April 30, 2024;

THEREFORE, the parties to this Termination, for the consideration herein contained, agree as follows:

1. The parties hereby mutually terminate the Lease.

2. The parties agree that all terms and conditions of the Lease shall terminate the effective date of this Termination and neither party shall have any rights or obligations regarding the Lease or the Leased Premises (as defined in the Lease).

3. Lessee agrees that it shall promptly pay any currently owed utilities or expenses owed to third parties as required by the Lease and that Lessor shall not assume or become responsible for Lessee's expenses.

4. Lessee agrees that it will remove all of its personal property, furniture, equipment and fixtures from the Leased Premises no later than the effective date of this Termination. If Lessee fails 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.

5. Lessee shall return all keys to Lessor no later than the effective date of this Termination.

6. No later than the effective date of this Termination, Lessee shall surrender the Premises in good order and condition, ordinary wear and tear excepted.

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

LESSOR LESSEE

CITY OF MARQUETTE

Sally Davis, Mayor

Kyle Whitney, Clerk

APPROVED AS TO SUBSTANCE:

Karen M. Kovacs, City Manager

VANGO'S, INC.

By:
Its:

APPROVED AS TO FORM:

Suzanne C. Larsen, City Attorney

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____ 2022, by and between the **CITY OF MARQUETTE**, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, Michigan 49855, hereinafter ("Lessor"), and **VANGO'S, INC.**, a Michigan corporation of 927 North Third Street, Marquette, Michigan 49855, hereinafter ("Lessee").

Recitals

A. Lessor is the owner and operator of the concession stands at Mattson Park and Presque Isle Park, Marquette, Michigan.

B. Lessee desires to lease and Lessor is willing to lease to Lessee both concession stands and all equipment currently located within each concession stand ("Premises") 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 Premises, as shown on Exhibit A and Exhibit B.

1.2 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, if needed. 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.

1.3 Lessee agrees that only equipment located within the Premises on the date of this Agreement is part of the Premises, and that Lessee takes said Premises and equipment "as is". Any other equipment needed by Lessee to operate the concessions shall be the sole responsibility of Lessee.

2. Term of Lease

2.1 The term of this lease is variable, as agreed by the parties in writing, but shall run for three consecutive years as follows:

commencing no earlier than May 1, 2022 & terminating no later than September 30, 2022;
commencing no earlier than May 1, 2023 & terminating no later than September 30, 2023; &
commencing no earlier than May 1, 2024 & terminating no later than September 30, 2024.

3. Rent

3.1 Lessee shall be obligated to pay rent for the Premises, due in advance on the first of each month for the entire term of this lease as established in 2.1, as follows:

Presque Isle concession stand: $600 per month (utilities included)

Rent shall be prorated for any partial month during the term of this lease.

4. Use of Leasehold Premises

4.1 Lessee shall use the Premises only as a concession stand for food and beverages 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) alter the appearance of the Premises, except as provided herein, without prior written approval of the Lessor;

g) permit noise or odors to be unreasonably dispelled from the Premises;

h) place merchandise, materials, supplies, signs, or other things of any kind on the sidewalks or other common areas without Lessor approval;

i) permit refuse to accumulate in or around Premises; or

j) obstruct entryways.

4.1 Lessee is solely responsible for obtaining all necessary licenses and permits and otherwise complying with all laws while providing the concessions contemplated by this Agreement.

4.2 Lessee is solely responsible for development of menu items and pricing, for obtaining all supplies and products and for all costs related to its sale of food and beverages.

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.

5.2 Lessee's right to use to Presque Isle - Island Store Pavilion ("Pavilion") is not exclusive. Lessor shall have the right, at all times, to rent the Pavilion to third party users. Lessee shall contact Lessor on a weekly basis in order to determine the dates and times the Pavilion has been rented to a third party user.

6. Maintenance and Repair

6.1 Lessee shall be responsible for all ordinary janitorial and cleaning of the Premises as provided in Attachments 1 and 2. Lessor shall provide trash receptacles for Premises and shall maintain those receptacles once per day. Any necessary additional refuse collection shall be the responsibility of the Lessee. Any refuse generated from preparation of goods or services shall be the sole responsibility of Lessee.

6.2 Lessee shall be solely responsible for the maintenance and repair of all equipment located on the Premises.

6.3 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.

6.4 Lessee must obtain written consent of Lessor for all signage used by Lessee on the Premises and adjoining premises. All signage approved by Lessor shall be maintained in good condition and repair.

6.5 Lessor reserves the right to make any repairs or alterations that it deems necessary and desirable to the common areas. Lessee will be notified of any repairs or alterations to the Premises at least 7 days in advance except in emergency situations.

7. Insurance and Indemnity

7.1 Lessee shall not permit any activity on or immediately adjacent to 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 or immediately adjacent to 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 adjacent areas 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 this Agreement.

9.1 Lessee shall not sublet the Premises or any part thereof without the express prior written consent of the Lessor.

9.3 In no event shall a sublease be allowed that would jeopardize the tax-exempt status of the City.

9.4 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. This paragraph does not change the parties' obligations with regarding to maintenance and repairs as otherwise set forth herein.

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 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 Lessee, at its sole option, may continue with the current security system at the same cost currently charged to Lessor by contacting Range Corporation directly.

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

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

15.4 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.

15.5 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.

15.6 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.

15.7 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.

15.8 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.

LESSOR
CITY OF MARQUETTE

Jennifer A. Smith, Mayor

Kyle Whitney, City Clerk

APPROVED AS TO SUBSTANCE:

Karen M. Kovacs, City Manager

LESSEE
VANGO'S, INC.

By: ROB CARON
Its: MANAGER

APPROVED AS TO FORM:

Suzanne C. Larsen, City Attorney

EXHIBIT A



Agenda Date: 4/29/2024

Consent Agenda - Roll Call Vote
Becky's Roadside Refreshments, LLC. - Concession Lease Agreement

BACKGROUND:

Becky's Roadside Refreshments, LLC., of Marquette, Michigan, has requested the City Commission enter into a lease agreement to provide concession services at Presque Isle Park. Staff has worked with the City Attorney and Becky's Roadside Refreshments, LLC. to draft a standard lease agreement which includes relevant the terms and conditions. The lease is a one-year lease, from May 1 through September 30, 2024. The rent during operations is $600.00/month, including utilities.

This is the first read of two required reads for a lease agreement.

FISCAL EFFECT:

The General Fund will receive $3,000 in revenue for Fiscal Year 2024.

RECOMMENDATION:

Move the lease agreement with Becky's Roadside Refreshments, LLC. for concession space at Presque Isle Park to the next regularly scheduled meeting.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Lease, Exhibit A and Insurance

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____ 2024, by and between the **CITY OF MARQUETTE**, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, Michigan 49855, hereinafter ("Lessor"), and **BECKY'S ROADSIDE REFRESHMENTS, LLC**, a Michigan limited liability company of 130 W. Washington Street, Ste #l-7, Marquette, Michigan 49855, hereinafter ("Lessee").

Recitals

A. Lessor is the owner and operator of the concession stand at Presque Isle Park, Marquette, Michigan.

B. Lessee desires to lease and Lessor is willing to lease to Lessee the concession stand and all equipment currently located within it (Premises") 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 Premises, as shown on Exhibit A and Exhibit B.

1.2 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, if needed. 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.

1.3 Lessee agrees that only equipment located within the Premises on the date of this Agreement is part of the Premises, and that Lessee takes said Premises and equipment "as is". Any other equipment needed by Lessee to operate the concessions shall be the sole responsibility of Lessee.

2. Term of Lease

2.1 The term of this lease is May 1, 2024 through September 30, 2024.

3. Rent

3.1 Lessee shall be obligated to pay rent in the amount of $600 per month (utilities included) for the Premises, due in advance on the first of each month for the entire term of this lease.

4. Use of Leasehold Premises

4.1 Lessee shall use the Premises only as a concession stand for food and beverages 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) alter the appearance of the Premises, except as provided herein, without prior written approval of the Lessor;

g) permit noise or odors to be unreasonably dispelled from the Premises;

h) place merchandise, materials, supplies, signs, or other things of any kind on the sidewalks or other common areas without Lessor approval;

i) permit refuse to accumulate in or around Premises; or

j) obstruct entryways.

4.2 Lessee is solely responsible for obtaining all necessary licenses and permits and otherwise complying with all laws while providing the concessions contemplated by this Agreement.

4.3 Lessee is solely responsible for development of menu items and pricing, for obtaining all supplies and products and for all costs related to its sale of food and beverages.

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.

5.2 Lessee's right to use to Presque Isle - Island Store Pavilion ("Pavilion") is not exclusive. Lessor shall have the right, at all times, to rent the Pavilion to third party users. Lessee shall contact Lessor on a weekly basis in order to determine the dates and times the Pavilion has been rented to a third party user.

6. Maintenance and Repair

6.1 Lessee shall be responsible for all ordinary janitorial and cleaning of the Premises as provided in Attachments 1 and 2. Lessor shall provide trash receptacles for Premises and shall maintain those receptacles once per day. Any necessary additional refuse collection shall be the responsibility of the Lessee. Any refuse generated from preparation of goods or services shall be the sole responsibility of Lessee.

6.2 Lessee shall be solely responsible for the maintenance and repair of all equipment located on the Premises.

6.3 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.

6.4 Lessee must obtain written consent of Lessor for all signage used by Lessee on the Premises and adjoining premises. All signage approved by Lessor shall be maintained in good condition and repair.

6.5 Lessor reserves the right to make any repairs or alterations that it deems necessary and desirable to the common areas. Lessee will be notified of any repairs or alterations to the Premises at least 7 days in advance except in emergency situations.

7. Insurance and Indemnity

7.1 Lessee shall not permit any activity on or immediately adjacent to 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 or immediately adjacent to 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 adjacent areas 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 this Agreement.

9.2 Lessee shall not sublet the Premises or any part thereof without the express prior written consent of the Lessor.

9.3 In no event shall a sublease be allowed that would jeopardize the tax-exempt status of the City.

9.4 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. This paragraph does not change the parties' obligations with regarding to maintenance and repairs as otherwise set forth herein.

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 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 Lessee, at its sole option, may continue with the current security system at the same cost currently charged to Lessor by contacting Range Corporation directly.

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

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

15.4 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.

15.5 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.

15.6 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.

15.7 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.

15.5 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.

15.6 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.

15.7 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.

15.8 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.

LESSOR
CITY OF MARQUETTE

_____
Sally Davis, Mayor

_____
Kyle Whitney, City Clerk

LESSEE
BECKY'S ROADSIDE REFRESHMENTS, LLC

_____
By:
Its:

APPROVED AS TO SUBSTANCE:

_____
Karen M. Kovacs, City Manager

APPROVED AS TO FORM:

_____
Suzanne C. Larsen, City Attorney

EXHIBIT A



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/08/2024

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

State Farm

Kara Applekamp State Farm
2582 US HWY 41 W
Marquette MI 49855

CONTACT NAME: Kena Mitchell
PHONE (A/C, No, Ext): 906-228-6645 FAX (A/C, No): 906-228-0590
E-MAIL ADDRESS: Kena@KaraApplekamp.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Fire and Casualty Company	25143
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Becky's Roadside Refreshments, LLC
Attn: Rebecca Lloyd
600 Altamont St Apt 202
Marquette MI 49855

COVERAGES **CERTIFICATE NUMBER:** **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	
	[X] COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
		Y	N	92-GD-W470-6	06/17/2023	06/14/2024	MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

City of Marquette had been added as an additional insured to this policy.

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

Kena Mitchell

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Bike Month Proclamation

WHEREAS, throughout the month of May, the City of Marquette will celebrate biking and the freedom, the joy, and the well-being it imbues within us, as well as the power that more people riding bikes has in making life better for everyone; and,

WHEREAS, May 13-19, 2024 is "Bike to Work Week" and May 17, 2024 is "Bike to Work Day"; and,

WHEREAS, throughout the month of May, the residents of the City of Marquette and its visitors will hopefully experience the joys of bicycling by commuting to work, riding on our local trail systems, or simply getting out and going somewhere by bike; and,

WHEREAS, bicycling has been shown to improve citizens' health, well-being, and quality of life, grow the economy of the City of Marquette by attracting tourism and increasing spending at local businesses, and reduce pollution, congestion and parking costs on our streets and roads; and,

WHERAS, the numerous community organizations dedicated to bike recreation, programming, and infrastructure in the City of Marquette have made an outstanding impact to the health and prosperity of the local community and economy; and,

WHEREAS, the City and these groups promote the use of the bicycle as both a means of transportation and recreation year-round to attract residents and visitors to enjoy our local parks and trail systems, as well as businesses and cultural and scenic attractions along these routes; and,

WHEREAS, the City encourages greater public awareness of bicycle operation and safety education during Bike Month and year-round in an effort to reduce collisions, injuries and fatalities and improve health and safety for everyone on the road; and,

NOW THEREFORE, the City Commission of the City of Marquette, does hereby proclaim May 2024 as Bike Month in the Marquette, Michigan.

DATED this 29th day of April, 2024.

_____

Jessica Hanley, Mayor ProTempore

Agenda Date: 4/29/2024

New Business
City Commission Policy 1999-01 - Revision

BACKGROUND:

City Commission Policy 1999-01 was established on April 26, 1999, to regulate the use of City parks for large public events. This policy does not regulate or allow private events such as weddings, family reunions, graduation parties and the like. These private events are encouraged to rent any of the City's rentable facilities at Presque Isle, Lakeview Arena or the picnic sites at Tourist Park. The policy was last revised in 2015.

The Parks and Recreation Advisory Board voted at their April 15, 2024 meeting to recommend the City Commission amend the policy as attached. The recommended changes are in red on the attached draft policy and add Founders Piers as a possible special event location and change the threshold for Commission approval to $2,500 from $1,000.

Founders Piers are appropriately designed for events open to the public. Staff discretion would be used to make sure the types of events there are appropriate for the structure and the limited parking available near the site.

The change to the financial threshold requiring City Commission approval is consistent with the increases in fees throughout the 21st century. The new threshold would make the process for the public simpler for smaller events and most events held at Lakeview Arena. Community Services staff have been seeking ways to make events at Lakeview simpler for the public in order to increase use and maximize off-season revenue.

FISCAL EFFECT:

There is no direct fiscal effect with this action.

RECOMMENDATION:

Adopt City Commission Policy 1999-01 as recommended, to include the changes advised by the Parks and Recreation Advisory Board.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

City Commission Policy 1999-01 - Revision

CITY OF MARQUETTE, MICHIGAN

CITY COMMISSION POLICY

Policy Number: **1999-01**	Revision Date: December 21, 2015
Date Adopted: April 26, 1999	
Department: Administrative	

SUBJECT: **GUIDELINES FOR REQUEST & USE OF CITY PARKS FOR LARGE EVENTS**

PURPOSE: To provide an orderly process for groups, individuals, and organizations to request use of a City park site for large events.

POLICY:

Per action of the City Commission on April 26, 1999 the following was adopted:

GUIDELINES FOR REQUEST AND USE OF
CITY PARKS FOR LARGE EVENTS

The City of Marquette wishes to provide for an orderly process for groups, individuals, and organizations which request use of a City park site for large events where more than 250 people are expected to be in attendance. Large events have the potential to require City assistance to create a safe and enjoyable event. In addition, large events have the potential to adversely impact surrounding neighborhoods and may challenge the capacity of available manpower, equipment, water, sewer, bathroom, electric, parking, and other necessary items needed to support the activity. Constant and/or crowded conditions may also place undue wear and tear on City facilities requiring additional efforts and expense to maintain lawns, trees, shrubs, flowers, grasses, and structures which would not otherwise be required. This policy regulates the frequency of events in Parks and establishes priority for holding events. The intent is to strike a balance between use of City Parks for organized events and recreational enjoyment in order to protect all City Parks for their primary purpose of passive recreation

Generally, the City of Marquette encourages events in City parks which are open to the public and which provide for historic, cultural, artistic, civic, and community gathering and celebration. Due to their size, location, and availability of facilities and services, the following City park sites are deemed to be most appropriate for holding large group events; Ellwood Mattson Lower Harbor Park, Shiras Park, Presque Isle Park, Tourist Park, Harlow Park and Founders Landing Piers.

In order to apply for use of any City park for a large event, the following process has been established to provide for an orderly and timely review.

1. Event holder shall submit a completed application to the Community Services Department, Parks and Recreation Division at least 60 days prior to the event.

2. Community Services Department, Parks and Recreation Division shall administer all permits for events that will be charged less than $2500, excluding damage deposit.

3. The City Attorney shall draft a permit for all events whose fees will total more than $2500, excluding damage deposit. These permits will go before the City Commission for one read prior to the event.

4. All Permits will be circulated to all department heads at least 10 days prior to the event.

5. If use of the park is approved, the event organizer and their representatives shall be required to attend a meeting including a site walk through prior to opening the event to the public with the Community Services Director or his/her designee and any necessary officials to ensure public health and safety.

6. All events shall submit proof of insurance at least 30 days prior to the event naming the City of Marquette as additional insured with coverage acceptable to the City Attorney.

7. The Community Services Director or his/her designee shall approve or deny event applications after staff review. Scheduling of park facilities for high and low impact events shall be conducted by the Community Services Director or his/her designee. In order to allow for adequate park recovery, there shall be no more than two consecutive weekends in any one outdoor park venue where more than 250 people and/or multiple vehicles are present on turf. Exceptions to this shall be at the discretion of the Community Services Director or his/her designee.

8. A person or group denied a permit is encouraged to discuss the denial with the Community Services Director or his/.her designee in hope of resolving the conflict. If a resolution cannot be reached, said person or group may appeal to the City Manager in writing, stating reasons why permit should be granted. The City Manager shall respond in writing within 10 days to grant or deny the permit.

9. A permit may be revoked in writing at any time by the City Manager if it is determined that the holding of the event authorized by the permit is no longer in the best interest of the public health, safety and welfare, or there has been a misrepresentation in the application or any material by the applicant, or there has been a failure to follow this policy, or other City police, ordinance, State law, or any condition attached to a permit.

Agenda Date: 4/29/2024

New Business
Public Art Contract - Kids Cove Dragonfly

BACKGROUND:

The Marquette Public Art Commission (MPAC) committed $30,000 to commission an artist to design, fabricate and install a dragonfly sculpture at the entrance of the new all-inclusive Kids Cove Playground in Ellwood A. Mattson Lower Harbor Park. MPAC narrowed down three finalists from a national call for artist qualifications. Artist Brian Wignall's design was selected based on community and core stakeholder feedback, the design's overall creativity, structural engineering, safety and the artist's experience designing ADA accessible public artwork.

The goal of the sculpture is to engage residents and visitors, creating a sense of wonder and joy to reinforce the positivity of play while honoring Joani Reynolds Miller, a retired preschool teacher who had a vision of making life for children with disabilities more inclusive in our community.

FISCAL EFFECT:

All improvements are made possible through the City's Public Art Fund. The total budget of this project is $30,000.

RECOMMENDATION:

Approve Artist Brian Wignall's Dragonfly design, as submitted, and authorize the Mayor and City Clerk to sign the contract.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Contract and Insurance
- Wignall RFQ response
- Proposal

MARQUETTE PUBLIC ART COMMISSION

Agreement for Sculpture Design, Fabrication, and Installation: "Dragonfly Sculpture"
ARTWORK FOR MARQUETTE PUBLIC ARTS COMMISSION (MPAC).

Completion Date: September 6, 2024

Agreement, and correspondence to:

Marquette Public Arts Commission
Contact: Tiina Morin, *Arts & Culture Manager, City of Marquette*
Email: Tiina Morin, tmorin@marquettemi.gov

ARTWORK AGREEMENT

This Agreement is entered into this 22 day of April, 2024, by and between the City of Marquette, Michigan (the "City"), and Brian Wignall (the "Vendor") for design, fabrication, and installation of a Dragonfly Sculpture (the "Sculpture").

WHEREAS, the City is implementing public art into the entrance of the new playground to be located in Ellwood A. Mattson Lower Harbor Park, North Lakeshore Boulevard, Marquette, MI.

WHEREAS, the Vendor was selected by the City, to design, fabricate, and install the Sculpture for this public art project;

WHEREAS, the parties wish to promote and maintain the integrity and clarity of the Vendor's ideas and statements that are approved by the City as specified in this Agreement;

WHEREAS, the Vendor will produce the Sculpture in a professional manner; and

WHEREAS, all parties are in agreement that the Vendor, City staff, Contractors, and Marquette Public Art Commission ("MPAC") shall establish a close and cooperative relationship that will be maintained throughout the project, so as to best integrate their respective contributions to the Work.

NOW THEREFORE, the City and the Vendor, for the consideration and under the conditions hereinafter set forth, agree as follows:

PROJECT DESCRIPTION: After reviewing the design submission by the Vendor for the Work, MPAC selected the dragonfly design which has been approved by the City Commission for installation at the entrance of the new playground in Ellwood A. Mattson Park, no later than September 6, 2024.

SECTION 1. SCOPE OF SERVICES

1.1 VENDOR'S OBLIGATIONS

1.1.1. The Vendor shall provide all services and furnish all supplies, materials, and equipment as necessary for the design, execution and transportation, and installation of the approved Sculpture at the Project site, unless otherwise agreed to in writing by both parties.

1.1.2. The Vendor shall coordinate work with City Staff.

1.1.3. The Vendor shall consult, and work in a collaborative manner with the City staff, MPAC, and others as identified by the City.

1.2 DEVELOPMENT OF DESIGN, PREPARATION OF REVISIONS, AND INSTALLATION OF SCULPTURE

1.2.1 Upon confirmation of this Agreement, the Vendor shall prepare any Design Revisions requested by the City, or that are necessary due to material limitations 14 days of signed contract. Any revisions are understood to be undertaken with the best interest of both goals of

MPAC and the original artistic intent. Any revisions will be made only by the Vendor. The Vendor will not otherwise deviate from the selected Design Submission, without written approval and will continue to reflect an understanding of the Artwork Design Specifications and Considerations:

DESIGN SPECIFICATIONS

- Sculpture must be appropriate for all ages.
- Sculpture must be designed to fit the dimensions of the space.
- Sculpture must be ADA accessible.
- Sculpture must be safe for human interaction.

1.2.2 Final Design Documents shall include written narrative descriptions relating elements and details that elaborate on and further explain the ideas expressed in the final Design (such as size and materials, etc.).

1.2.3 The City reserves the right to require the Vendor to submit additional information deemed relevant regarding the Final Design Documents.

1.2.4 Within thirty (30) days after receipt of the Vendor's Final Design Documents submission pursuant to this Section 1.2, the City shall notify the Vendor of the approval or disapproval of such submission(s) and of all revisions made in the Final Design Documents as a result thereof. Revisions made pursuant to Section 1.2.3 shall become part of the Sculpture.

1.3 EXECUTION OF THE WORK

1.3.1. Within thirty (30) days after written approval of the Final Design Documents, and revisions made to the Final Design Documents pursuant to Section 1.2, the Vendor shall furnish to the City the site preparation, installation plan and schedule for the Sculpture site (the "Work Schedule"). If the Work Schedule includes additional site preparation prior to installation, Vendor will plan accordingly and include this into the Work Schedule. After written approval of the Work Schedule by the City, the Vendor shall install the Sculpture in accordance with the Work Schedule.

The Work Schedule may be amended by written agreement between the City and the Vendor.

1.3.2. The City and MPAC shall have the right to review the progress of the Sculpture at reasonable times during the fabrication or installation thereof.

1.3.3. The Vendor shall complete installation of the Sculpture in substantial conformity with the Final Design Documents and Work Schedule approved by the City.

1.3.4. The Vendor shall present in writing, and in advance to the City for review and approval by the MPAC, any significant changes in the Work that would not be in substantial conformity with, or otherwise permitted by, the Final Design Documents approved by the City. A significant change would include change in the size, scope, scale, designs, color, material, texture, method of installation, site preparation or maintenance of the Work, or a change in the concept of the Work as represented in the Design Submission approved by the City. No proposed change shall cause the cost of this Work to exceed the total budget specified in Section 2 of this Agreement.

1.3.5. The City shall not be responsible for providing equipment or staff at the time the Sculpture is brought on-site in order to remove the Sculpture from Vendor's trailer and install it at the site.

1.3.6. Vendor will work with the City to develop a detailed site preparation plan. Vendor shall be responsible for building and attaching a base to the Sculpture, but additional site preparation will be the responsibility of the City.

1.4 FINAL ACCEPTANCE. The Vendor shall advise the City in writing when all services required have been completed. The City shall notify the Vendor in writing within 30 days of its final acceptance of the Sculpture. Final acceptance shall be determined solely by the City and shall constitute the City's acknowledgement that the Sculpture has been completed and installed according to the terms of this Agreement. Ownership of the Sculpture shall pass to the City upon final acceptance.

1.5 OWNERSHIP OF DOCUMENTS. Upon final acceptance, copies of all studies, drawings, and designs, prepared and submitted under this Agreement for the Design Proposal and Final Design Documents shall be provided to the City and shall belong to the City for historical documentation of the Sculpture, except as may be determined under Section 12 of this Agreement.

1.6 DOCUMENTATION OF THE SCULPTURE. Within 60 days after completion or installation of the Sculpture, the Vendor, in coordination with City Staff, shall furnish the City with the following documentation materials of the Sculpture as installed on the Site:

1.6.1 High quality photo documentation of the final Sculpture from multiple angles and viewpoints.

1.6.2 High quality photo documentation of the step-by-step installation process, which may help in maintaining the Sculpture's longevity.

1.6.3. Full written narrative description of the Sculpture, minimum of one page in length, for use on the City's website, in connection with the MAPP collection, on social media and in print.

1.6.4. Written step-by-step instructions for appropriate maintenance and preservation of the Work.

SECTION 2: COMPENSATION AND PAYMENT SCHEDULE

2.1. The City shall pay the Vendor a fixed fee of $30,000.00 (Thirty Thousand Dollars and No Cents) which shall constitute full compensation for all services and materials to be performed and furnished by the Vendor under this Agreement including all labor, fees, services, expenses, materials, taxes and any other costs associated with providing the Sculpture.

2.2 Compensation will be paid after services are performed as follows:

- $15,000 upon acceptance of this Agreement.

- $15,000 upon final acceptance of the Sculpture by the City and receipt by the City of all Documentation Materials, Final Design Documents, and other documentation identified herein.

2.3 Payment is only made after the submission of an approved invoice.

2.4 Invoices and all attachments and reports shall be addressed to the City of Marquette, Community Services/Office of Arts and Culture, 300 West Baraga Avenue, Marquette, Michigan 49855. After review and approval by the City Commission and City Manager all invoices shall be paid to the Vendor by the City.

2.5 VENDOR'S EXPENSES. All expenses incurred by the Vendor are included in the Compensation, and the Vendor will not be reimbursed separately for any expense incurred by Vendor.

SECTION 3. TIME OF PERFORMANCE

3.1 DURATION. Installation dates will be mutually agreed upon and scheduled between the Vendor and the City. The services to be required of the Vendor shall be completed by September 6, 2024.

3.2 TIME EXTENSIONS. The Vendor shall request a reasonable extension of time from the City in the event there is a delay on the part of the Vendor in performing its obligations under this Agreement, or if there are conditions beyond the Vendor's control or Acts of God render timely performance of the Vendor's services impossible or unexpectedly burdensome.

SECTION 4. WARRANTIES

4.1 WARRANTIES OF TITLE. Both parties represent and warrant that they have the right, power and authority to enter into this Agreement. Vendor hereby warrants the design is his original artistic work and does not violate any copyright or trademark law, the rights of privacy and publicity and any other right owned by any third person or entity.

4.2 WARRANTIES OF QUALITY AND CONDITION. The Vendor represents and warrants, except as otherwise disclosed to the City in writing in connection with submission of the Final Design Documents that (a) the execution and creation of the Sculpture will be performed in a workman like manner; (b) the Sculpture, as created and installed, will be free of defects in material and workmanship, including any defects consisting of "inherent vice" or qualities which cause or accelerate deterioration of the Sculpture; and (c) reasonable maintenance of the Sculpture will not require procedures substantially in excess of those described in the maintenance recommendations to be submitted by the Vendor to the City hereunder.

4.3 LENGTH OF WARRANTIES FOR QUALITY AND CONDITION. The Warranties described in Section 4.2 shall survive for a period of one year after the final acceptance of the Sculpture. The City shall give notice to the Vendor of any observed breach with reasonable promptness. The Vendor shall, at the request of the City, and at no cost to the City, reasonably and promptly cure the breach of any such warranty which is curable by the Vendor and which cure is consistent with professional conservation standards.

SECTION 5. REPRODUCTION RIGHTS

5.1 USAGE. Vendors grant the City and MPAC irrevocable rights:

a) to publicly display and reproduce in any City business (non-commercial form) connected with the Sculpture and all design proposals, and revisions that are submitted for approval, including the final installed Sculpture, name(s) associated, photographs, likenesses of Vendors and assigns, statements, and biography.

b) to digitally archive and display the Sculpture as part of the Marquette Art in Public Places (MAPP) Collection.

c) to publicly display and reproduce in any City business (non-commercial form) connected.

5.2 COPYRIGHT. The Vendor hereby acknowledges and agrees that upon acceptance of the installed Sculpture the worldwide copyright in the Sculpture shall be held by the City. The City agrees to grant the Vendor an exclusive license to use the Sculpture in any form other than as a sculpture while retaining the City's rights to make use of the Sculpture in both commercial and/or non-commercial formats, excluding any additional sculptural forms. These rights include but are not limited to the right to make and reproduce photographs or other two-dimensional representations of the Sculpture for public, non-commercial uses, such as catalogs, brochures, website directory, and other educational or public relations purposes. Non-commercial purpose refers to information shared for the general welfare or benefit of the community. Commercial uses of the Sculpture include, but are not limited to, souvenirs or other items intended for sale. All printed material and reproductions of the Sculpture will contain a credit to the Vendor listing the title of the artwork and the Vendor's name. The exclusive license to the Vendor shall be formalized and granted as part of the final acceptance of the Sculpture by the City and receipt by the City of all Documentation Materials, Final Design Documents, and other documentation identified herein.

The passage "Vendor has an exclusive license to use the Sculpture in any form other than as a sculpture while retaining the City's rights to make use of the Sculpture in both commercial and/or non-commercial formats, excluding any additional sculptural forms" is intended so that Vendor could freely use documentation of finished Sculpture Vendor creates for the City. And Vendor could (if desired) sell any drawings/sketches used to create the Sculpture. No future work designed by Vendor should be directly derivative of the Sculpture made for the City.

5.3 CREDITS AND PROMOTION. In all instances of display, a credit line suitable to the design of the project will be used. Vendor will provide Vendor's preferred name(s) for credit in the Final Design Documents. Vendor retains the right to include images of the completed work in Vendor's portfolio and agrees to credit it as, "work owned and commissioned by the City of Marquette."

5.4 COPYRIGHT REGISTRATION. The Vendor shall be responsible for registering with the United States Register of Copyrights, a copyright in the Sculpture in the City's name (or shall properly assign said copyright to the City upon receipt by Vendor), and for providing proof of registration to the City.

SECTION 6. VENDOR'S RIGHTS

6.1 MAINTENANCE. The City recognizes that maintenance of the Sculpture on a regular

basis is essential to the integrity of the Sculpture. The City shall reasonably assure that the Sculpture is properly maintained and protected, taking into account the instructions of the Vendor provided in accordance with this Agreement and shall reasonably protect and maintain the Sculpture against the ravages of time, vandalism and the elements.

6.2 REPAIRS AND RESTORATION. The City shall have the right to determine, after consultation with appropriate professionals, when and if repairs and restorations to the Sculpture will be made. During the Vendor's lifetime, the Vendor shall have the right to approve all repairs and restorations, provided, however, the Vendor shall not unreasonably withhold approval for any repair or restoration of the Sculpture. The Vendor shall have the first right to perform recommended treatment or repair at a fair and mutually agreed upon rate. If the Vendor so authorizes or a rate cannot be agreed upon the City shall have the right to seek a qualified conservator, specialist, or other MPAC-approved designee to perform repair or treatment. If the Vendor cannot be contacted or fails to respond or accept the indicated first right to treat or repair the Sculpture in a timely fashion, the City may make necessary repairs without the Vendor's approval or consultation. If maintenance or repairs cannot be made in accordance with Vendor's specifications, or if Vendor has provided insufficient information to the City, the City may use its best judgment to affect such maintenance and repair. All repairs and restorations shall be made in accordance with recognized principles of maintenance and conservation of public art.

6.3 ALTERATION OR REMOVAL OF THE SCULPTURE. The City reserves the right to alter the Sculpture and related site as necessitated by site development and planning.

6.3.1 The City agrees that it will not intentionally damage, alter, re-locate, modify or change the Sculpture without the prior consultation with the Vendor.

6.3.2 REMOVAL FROM DISPLAY. While it is the City's intent to retain and publicly display the Sculpture for 20+ years, circumstances may arise that would make it necessary or prudent for the City to permanently remove the Sculpture from public display earlier than anticipated.

6.3.3 Nothing in this Section shall preclude any right of the City to (1) remove the Sculpture from public display, (2) de-accession the Sculpture, 3) destroy the Sculpture or 4) relocate the Sculpture.

6.4 PERMANENT RECORD. The City shall maintain on permanent file a record of this Agreement and of the location and disposition of the Sculpture.

6.5 VENDOR'S ADDRESS. The Vendor shall notify the City of changes in Vendor's address. The failure to do so, if such failure prevents the City from locating the Vendor, shall be deemed a waiver by the Vendor of the right to subsequently enforce those provisions of this Section that require the express approval of the Vendor. Notwithstanding this provision, the City shall make every reasonable effort to locate the Vendor when matters arise relating to the Vendor's rights.

6.6 SURVIVING COVENANTS. The covenants and obligations set forth in this Section 6 shall be binding upon the parties, their heirs, legatees, executors, administrators, assigns,

transferees and all their successors in interest, and the City's covenants attach and run with the Sculpture and shall be binding to and until the death of the Vendor. The City shall give any subsequent owner of the Sculpture notice in writing of the covenants herein and shall cause each such owner to be bound thereby.

6.7 ADDITIONAL RIGHTS AND REMEDIES. Nothing contained in this Section 6 shall be construed as a limitation of such other rights and remedies available to the Vendor under the law which may now or in the future be applicable.

SECTION 7. INSURANCE

7.1 The Vendor shall maintain insurance to protect the Vendor from claims under workers compensation; claims for damages because of bodily injury including personal injury, sickness, disease, or death arising out of the Vendor's performance of this agreement; and from claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom, and from claims arising out of Vendor's performance of professional services caused by errors, omissions or negligent acts for which the Vendor is legally liable.

7.2 The Vendor will indemnify and hold the City harmless from and against demands, alleged damages or injuries, and expenses arising directly or indirectly from the Vendor's negligent acts, errors, omissions, or breach of contract and of those persons for whom the Vendor is legally responsible.

SECTION 8. VENDOR AS INDEPENDENT CONTRACTOR. The Vendor shall perform all work under this Agreement as an independent contractor and not as an agent or an employee of the City. The Vendor shall not be supervised by any employee or official of the City, nor shall the Vendor exercise supervision over any employee or official of the City.

SECTION 9. PUBLIC RECORDS. Under Michigan state law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this agreement (the "documents") become a public record upon submission to MPAC, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law. If MPAC receives a request for inspection or copying of any such documents it will promptly notify the person submitting the documents to MPAC and upon the written request of such person, received by MPAC within five (5) days of the mailing of such notice, will postpone disclosure of the documents for a reasonable period of time as permitted by law to enable such person to seek a court order prohibiting or conditioning the release of the documents. MPAC assumes no contractual obligation to enforce any exemption.

SECTION 10. ASSIGNMENTS, TRANSFER, SUBCONTRACTING

10.1 ASSIGNMENTS OR TRANSFERS. Neither this Agreement nor any interest herein shall be transferred or assigned by the Vendor. Any such transfer shall be null and void and shall be cause to terminate this Agreement.

10.2 SUBCONTRACTING BY THE VENDOR. The Vendor may subcontract portions of the services to be provided hereunder at the Vendor's expense provided that said subcontracting

shall not negatively affect the design, appearance, or visual quality of the Sculpture and shall be carried out under the supervision of the Vendor. The Vendor must obtain approval from the City prior to hiring any subcontractor. If the City does not approve the hiring of any subcontractor, another subcontractor must be submitted for approval by the City.

SECTION 11. NON-DISCRIMINATION. In carrying out the performance of the services designated, the Vendor shall not discriminate as to race, creed, religion, sex, age, national origin or the presence of any physical, mental or sensory handicap, and the Vendor shall comply with the equality of employment opportunities.

SECTION 12. TERMINATION. If either party to this Agreement shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements or stipulations material to this agreement, the other party shall thereupon have the right to terminate this Agreement by giving written notice to the defaulting party of its intent to terminate, specifying the grounds for termination. The defaulting party shall have thirty (30) days after receipt of the notice to cure the default. If it is not cured, this Agreement shall terminate.

In the event of default by the City, the City shall promptly compensate the Vendor for all services performed by the Vendor prior to termination. In the event of default by the Vendor, all finished and unfinished drawings, sketches, photographs and other work products prepared and submitted or prepared for submission by the Vendor under this Agreement shall at the City's option become City's property, provided that no right to fabricate or execute the Sculpture shall pass to the City and the City shall compensate the Vendor pursuant to Section 2 for all services performed by the Vendor prior to termination or, at the Vendor's election, the Vendor shall refund all amounts paid by the CITY in exchange for transferring all finished and unfinished related Sculpture to City.

Notwithstanding the previous sentence, the Vendor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Vendor, and the City may reasonably withhold payments to the Vendor until such time as the exact amount of such damages due the City from the Vendor is determined.

SECTION 13. COMPLIANCE. The Vendor shall be required to comply with Federal, State, County, and City statutes, ordinances, and regulations applicable to the performance of the Vendor's services under this agreement.

SECTION 14. ENTIRE AGREEMENT. This writing embodies the entire Agreement and understanding between the parties hereto, and there are no other Agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

SECTION 15. MODIFICATION. No alteration, change or modification of the terms of the Agreement shall be valid unless made in writing and signed by both parties hereto and approved by appropriate action of the City.

SECTION 16. NOTICES. All notices, requests, demands and other communications which are required or permitted to be given under this agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered

personally or sent by registered or certified mail, return receipt requested, postage prepaid, or email to the City and Vendor as follows below:

City Mailing Address: Tiina Morin, City of Marquette, Community Services/Office of Arts and Culture, 300 Baraga Avenue, Marquette MI 49855, or Email Address: tmorin@marquettemi.gov.

Vendor Mailing Address: Brian Wignall, 7265 W. Coley Avenue, Las Vegas, Nevada 89117, or Email Address: bwignall@cox.net.

Questions: Please submit any questions regarding this Agreement to: Tiina Morin, Arts & Culture Manager, City of Marquette Phone: 906-225-8641 or
E-Mail Address: tmorin@marquettemi.gov

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

Signed this 22 day of April , 2024

Brian Wignall

BRIAN WIGNALL, VENDOR

Address: 7265 W. Coley Ave,

Las Vegas, NV 89117

Phone: 702-595-2262

Email: bwignall@cox.net

CITY OF MARQUETTE, 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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/22/2024

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
Next First Insurance Agency, Inc.
PO Box 60787
Palo Alto, CA 94306

CONTACT NAME:
PHONE (A/C, No, Ext): (855) 222-5919 **FAX (A/C, No):**
E-MAIL ADDRESS: support@nextinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Next Insurance US Company	16285
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
The Paradigm Forge
3129 Buena Vista St
Madison, WI 53704

COVERAGES **CERTIFICATE NUMBER:** 034249881 **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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X		NXTSPW0NMC-03-GL	05/08/2023	05/08/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000.00 $100,000.00 $15,000.00 $1,000,000.00 $2,000,000.00 $2,000,000.00 $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED 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 Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH) 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	X		NXTSPW0NMC-03-GL	05/08/2023	05/08/2024	Each Occurrence: Aggregate:	$1,000,000.00 $2,000,000.00

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

The Certificate Holder is Marquette. This Certificate Holder is an Additional Insured on the General Liability policy per the Additional Insured Automatic Status Endorsement. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER
Marquette
City of Marquette
300 W Baraga Ave
Marquette, MI 49855

LIVE CERTIFICATE
Click or scan to view

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
Ann Ryan

© 1988-2015 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/23/2024

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	CONTACT NAME:	
Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	PHONE (A/C, No, Ext): (855) 222-5919	FAX (A/C, No):
	E-MAIL ADDRESS: support@nextinsurance.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State National Insurance Company, Inc.	12831
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: BRIAN WIGNALL LLC, 7265 Coley Ave, Las Vegas, NV 89117

COVERAGES **CERTIFICATE NUMBER:** 893613717 **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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	X		NXT4CPXDXJ-00-GL	04/23/2024	04/23/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000.00 $100,000.00 $15,000.00 $1,000,000.00 $2,000,000.00 $2,000,000.00 $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED 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 ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Professional Liability	X		NXT4CPXDXJ-00-GL	04/23/2024	04/23/2025	Each Occurrence: Aggregate:	$1,000,000.00 $2,000,000.00

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

The Certificate Holder is Marquette. This Certificate Holder is an Additional Insured on the General Liability policy per the Additional Insured Automatic Status Endorsement. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER

Marquette
City of Marquette
300 W Baraga Ave
Marquette, MI 49855

LIVE CERTIFICATE

Click or scan to view

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

“Dragonfly Sculpture,” KIDS COVE PLAYGROUND ARTWORK- Marquette, MI

Letter of Interest

Brian Wignall
10/26/2023
Website: www.biodynamicsinc.net

Art has the ability to tell stories, cultivate connections, give a sense of time and place, and build community. When the subject is nature, it provides a sense of wonder while encouraging playfulness among visitors.

I offer 30 years of experience telling stories through art. As a life-long natural history enthusiast, my specialization is nature-themed art and outdoor structures that are created to withstand weather conditions, safely designed for all ages, and provide interactive experiences whenever possible. I have worked on projects both larger and smaller than the Kids Cove Dragonfly Project. Every project has received my full attention and has been completed on time and on budget.

It would be an honor to work with the Marquette Public Arts Commission members to create a Dragonfly public art that brings joy to everyone visiting the park. I enjoy working collaboratively to create art that collectively represents the vision of all involved. I put a great deal of emphasis on communication to make sure everyone is an integral part of the process from conception to installation. The final installation should be a reflection of this collaborative effort, serving as a continual source of pride for all involved.

I would welcome the opportunity to work with the Marquette Public Arts Commission to create an art installation that is meaningful and special to this community.

.

Appendix "A"

ACKNOWLEDGEMENT OF RFQ REQUIREMENTS AND CERTIFICATION

I, Brian Wignall, of Brian Wignall,

Name and Title Vendor/Business (if applicable)

hereby acknowledge that I fully understand the terms, conditions, and requirements contained within the *Request for Qualifications* for **"Kids Cove Playground: DRAGONFLY ARTWORK FOR MARQUETTE PUBLIC ARTS COMMISSION (MPAC)."**

The undersigned certifies under penalties of perjury that this application has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

I further certify under the penalties of perjury that to the best of my knowledge and belief I am in compliance with all laws of the State of Michigan relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Brian Wignall — 10/26/2023

Authorized Signatory — Date

_____ — _____

Authorized Signatory — Date

CURRICULUM VITAE

BRIAN WIGNALL

7265 W. Coley Ave.
ph: (702) 595-2262
Las Vegas, NV 89117
email: bwignall@cox.net

BIODYNAMICS, INC. — **PUBLIC ART & SPECIAL PROJECTS**
Las Vegas, NV — 2016 – Present
DIRECTOR 1993 – 2016

As Director of Public Art & Special Projects, I have developed a reputation for the recreation of nature in all mediums, from giant whimsical sculptures and larger-than-life murals to anatomically correct models and technical illustration. Working with zoos, aquariums, museums, botanical gardens and nature centers has provided the opportunity to develop techniques to create sturdy and durable pieces for both indoor and outdoor placement. In addition to design and fabrication of public art installations, I work with clients on the creation of associated marketing materials and video production as needed. My work has been displayed at facilities ranging from the Smithsonian Institution, Peabody Museum at Harvard, and Osaka Aquarium in Japan to outdoor facilities including the Green Bay Wisconsin Botanical Gardens and Albuquerque BioPark in New Mexico. Art installations for corporations has included work for major hotels/casinos in Las Vegas, NV and DisneyWorld in Orlando, FL.

Special Projects have included working with indigenous cultures of South America and Africa for international non-profit organizations, projects with the Cochiti Pueblo of New Mexico, and work with the National Museum of the American Indian in Washington, DC, as well as creating and producing television series for PBS television highlighting all aspects of nature.

To learn more, visit: www.biodynamicsinc.net

Notable Skills: Collaboration with a multitude of diverse cultures, institutions, businesses, agencies, and organizations to develop unique exhibit installations. Award-winning skills as a storytelling exhibit developer and videographer/producer. Project management skills in budgeting and meeting all deadlines. Award-winning illustrator/visual artist, and content developer.

THE VALLEY HEALTH SYSTEM **DIRECTOR, MARKETING & ADVERTISING**
Las Vegas, NV 2016 – Present

Director of marketing, advertising, and public relations for multiple facilities including branding and promoting hospitals, their programs, and service lines. Corporate representative providing guidance and support for advertising campaigns through print media, television commercials, radio spots, social media, and community events. Company liaison to local government and city officials. Responsible for multimillion dollar budget.

Notable Skills: Planning and implementing results-driven marketing campaigns. Development of positive relationships with external marketing partners, government officials, and advertising agencies.

LAS VEGAS NATURAL HISTORY MUSEUM **ART DIRECTOR**
Las Vegas, NV 1991 - 1993

Design and development of new educational exhibits including layout, fabrication, signage, and special effects. Created and prepared marketing materials, newspaper, and outdoor billboard advertising campaigns.

Notable Skills: Design layout and creation of exhibits with attention to detail, durability, safety, and public use. Value-engineering to provide the highest quality exhibits at the best cost.

SPECIAL ACCOMPLISHMENTS:

2018 Achievement Award – DMAAC Extraordinary Alumni
2012 Pinnacle Award- Public Relations Society of America
1998 Emmy Award for Outstanding Achievement in an Informational/Educational Program
1996 Conservation Communicator of the Year Award - Nevada Wildlife Federation
1996 Interpretive Excellence Award - The National Park Service

BOOK PUBLICATIONS:

American Indian: Celebrating the Voices, Traditions, & Wisdom of Native Americans, Weldon Owen Publishing, 2008. Illustrations.

A Natural History of the Sonoran Desert, University of California Press, 2000. Illustrations.

Flowers and Shrubs of the Mojave Desert, Southwest Parks and Monuments Association, 1999. Illustrator.

101 Questions About Desert Life. Southwest Parks and Monuments Association, 1993. Illustrator.

101 Questions About Volcanoes. Southwest Parks and Monuments Association, 1993. Illustrator.

Shrubs and Trees of the Southwest Deserts, Southwest Parks and Monuments Association, 1993. Illustrator.

My Nature Notebook. The Regents of the University of California, 2007. Illustrator.

EDUCATION: Commercial Art Degree, Des Moines, Iowa

CONTINUING EDUCATION: Corporate Management Systems Development, 2016 – Present















Client: Green Bay Botanical Garden

Location: Green Bay, WI

Artwork Budget: $160,000

Project Team: Brian Wignall & Green Bay Botanical Garden

Overview

This project, called The Lily Pad Splash Area, was designed as a splash and play area with the concept of oversized pond life to give children a sense of wonder play around flora and fauna bigger than they are.
This project was installed in Oct. 2022 and will open to the public in Spring of 2023. Staff at the garden were key in helping with installation.

Materials

Styrofoam interiors with styroplast shells were used to withstand temperature fluctuations and the weight of kids crawling all over them. The 12' tall cattail islands were made of heat treated aluminum and powder coated for a smooth finish. All ADA guidelines were implemented for this project.

Children's Fantasy Garden – Albuquerque BioPark

Submitted by Brian Wignall







Client: Albuquerque Zoo

Client: Albuquerque Zoo

Location: Albuquerque, NM, United States

Completion date: 2003

Artwork budget: $500,000

Project Team

Artist

Brian Wignall

Client

Ray Darnell
City of Albuquerque

Overview

Children's Fantasy Garden at the Albuquerque BioPark. When I was approached to design and fabricate an Alice in Wonderland-style oversized garden for the Albuquerque BioPark in New Mexico, I worked closely with the Director of the BioPark and his team to design and create an art installation that would hold up to outdoor elements and be sturdy enough to provide hands-on experiences for young visitors. Upon entry, visitors are greeted by nine-foot tall potted plants, an eleven-foot tall watering can that actually pours water, a giant bird nest with kid-sized eggs, a vegetable garden with potatoes, onions and carrots that only a superhero could lift, as well as giant ants and a dragonfly. The focal point of the installation is a carved out two-story tall pumpkin that visitors can walk through to touch the soft interior and see giant seeds and tendrils hanging from above. This installation has become a main feature of the BioPark.

Goals

As the chasm between the public and nature grows wider and wider, Botanical Gardens, Zoos, Aquariums, and Museums continually look for creative ways to re-engage and re-connect visitors with the wonders of the natural world. The goal of this project was to inspire fun and appreciation of nature among visitors by changing their perspective of simple garden items. My goal was to encourage the most educational interaction of all: play. All art elements were designed to withstand climbing and touching by inquiring young visitors as well as hold up to the heat of the desert summer, monsoon rains, and the freezing cold temperatures of New Mexico in winter.

Process

Albuquerque BioPark is operated by the City of Albuquerque, which had very strict requirements for design and architectural drawings of every element. I provided value-engineering whenever possible to help meet the $500,000 budget for this project. There was very close collaboration with the Director of the BioPark, his team, and city officials to provide construction drawings and layouts. In addition, I created and provided Project Management Calendars to allow everyone involved to track all phases of the project including completion of items, delivery, and installation deadlines.

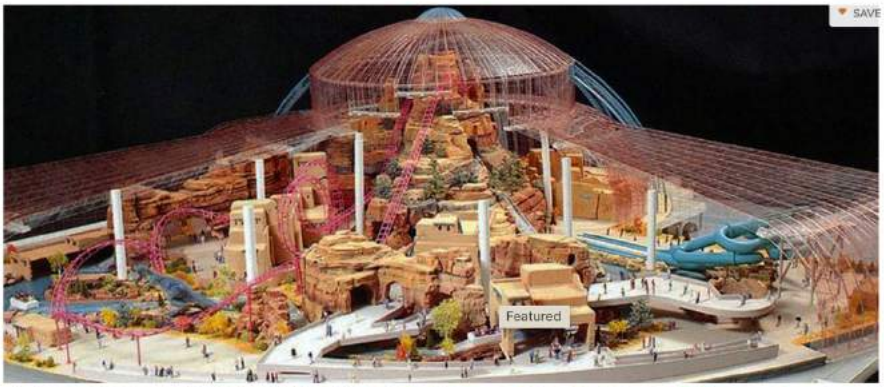
Additional Information

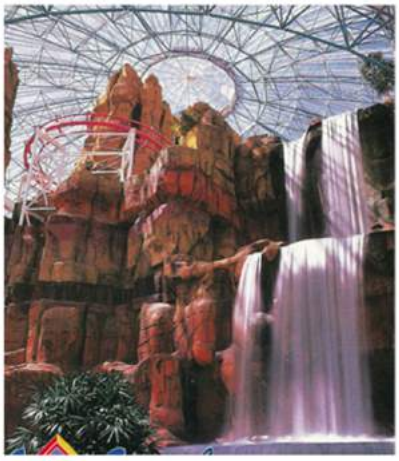
This project is still the main feature at the zoo and the pumpkin can be seen when flying into Albuquerque Airport from the air as planes land.



Grand Slam Canyon Adventuredome

Submitted by Brian Wignall







Client: Circus Circus Hotel Casino

Client: Circus Circus Hotel Casino

Location: Las Vegas, NV, United States

Completion date: 1993

Artwork budget: $10,000,000

Project Team

Art Director /Project Manager

Brian Wignall

Owner

Circus Circus

Overview

Jurassic Park theming for Grand Slam Canyon Adventuredome. When Circus-Circus hotel and casino created a 5-acre (2.0 ha) indoor amusement park in Las Vegas, Nevada, they wanted a dinosaur-themed environment to attract visitors. Animatronic dinosaurs were placed throughout the park to provide interactive experiences for guests as they moved throughout the facility. A T-Rex was placed next to a roller coaster to snap at the trains as they passed by. Using the Grand Canyon as inspiration, I created environments that would bridge the natural history of this ancient area with roller coaster rides. My rockwork design and fabrication included building the largest indoor artificial mountain in the United States that contained a 3-story waterfall. Adjacent rockwork included smaller mountains with vegetation, smoking tar pits, and lagoon pools.

Goals

Las Vegas is a city known for themed casinos and hotels. To create a high caliber amusement park experience, theming was of major importance. The goal of this project was to create a sensory environment of discovery and adventure that would be more than just another "roller coaster ride" experience. The intention was to create a time and place that would create memories that would last a lifetime. Meandering pathways provided surprises around every corner that were interactive whenever possible and durable for round-the-clock usage and wear and tear. Artistic design elements were integrated into the functionality of the park, enhancing the architecture of dome while incorporating structural engineering needs and insuring ease of public flow during crowded times.

Process

The entirety of Grand Slam Canyon Adventuredome was a $76 million project with a $10 million budget for artistic theming. To incorporate an internal environment that would artistically represent an ancient time and place required a great deal of collaboration with casino management, architects, structural engineers, and amusement ride engineers. Once construction fabrication began, this also required training and strong collaboration with a team of workers who helped to accurately re-create the design while maintaining construction deadlines and budget guidelines. As the project came to a close, there was also a great deal of collaboration with the public relations and advertising departments within the corporation to provide the company with everything necessary to introduce the project to the public.

Pirate Ship at Disney Beach Club Resort

Submitted by Brian Wignall









Client: Disney Beach Club Resort

Client: Disney Beach Club Resort

Location: Lake Buena Vista, FL, United States

Completion date: 1991

Artwork budget: $2,000,000

Project Team

Brian Wignall

Disney Beach Club Resort

Overview

Life-sized Pirate Shipwreck with a built-in water slide. Disney Beach Club is a deluxe resort known for its amenities and walking distance to the Disney World park in Orlando, Florida. As one of the more expensive hotels offered at Disney, company executives wanted to add to their array of featured amenities and wonderments for guests. With a general theme that incorporated Buccaneer Pirates, the idea of a large Pirate Ship with a built-in water slide was proposed. A great amount of research was conducted on ship design as well as theming that could be incorporated into the resort. The completed project was an outdoor, full-size, detailed Pirate Shipwreck that starts at a sandy beach and contains a massive 230-foot water slide ending in a splashdown zone in the swimming pool for the enjoyment of hotel guests.

Goals

Disney is known for exceptional theming and providing interactive experiences whenever possible for guests. The goal of this project was to create an adventurous family-style sensory experience for hotel guests with a Pirate theme. My intention was to create a usable art installation that would inspire fun, engage users, and create memories that would last a lifetime.

Process

The Pirate Shipwreck with a built-in water slide was a $2 million project that required extensive research and collaboration with architects and engineers. Creating a scaled model of the structure towards the beginning of the project allowed everyone to view the ship from all angles and perspectives. It also allowed me to work with engineers to make sure that water flows could be strong enough to move visitors along the slide at the given degree of slant. The final art installation was hand-sculpted and built for outdoor usage and durability.

References:

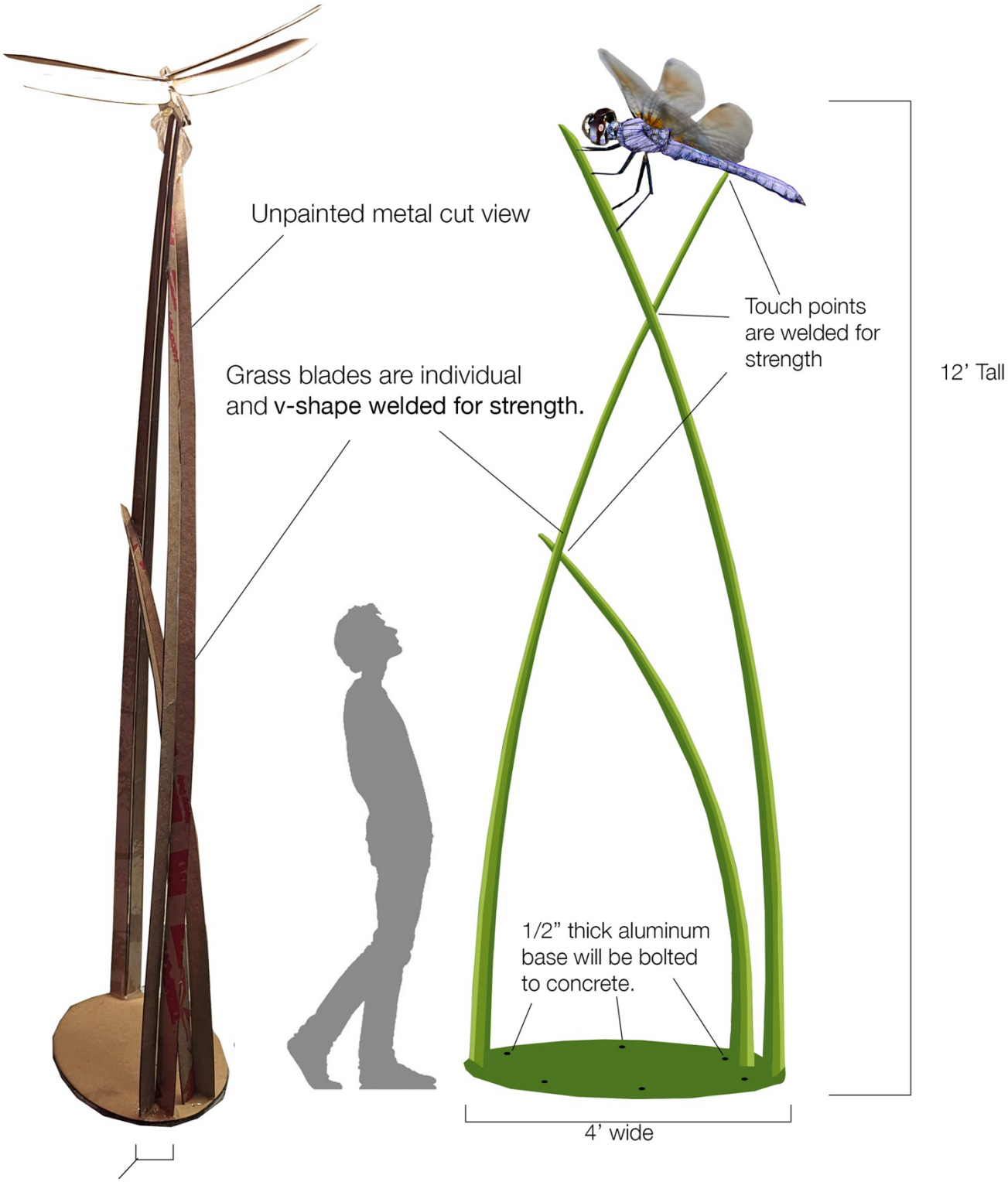
Susan Garot – Executive Director – Green Bay Botanical Garden - Green Bay, Wisconsin
(920) 491-3691 Email: Sgarot@gbbg.org

Doug Nielsen – Nevada Dept. of Wildlife – Conservation /Education Supervisor Las Vegas, NV
(702) 468-3298 Email: dnielsen@ndow.org

Marquette - Kids Cove Dragonfly Sculpture

by Brian Wignall 12/26/2023

Built of ¼" thick aluminum with a blade base width of approximately 8-12 inches, this sculpture will be powder-coated to withstand all weather conditions. Structure will be created in accordance with ADA guidelines to be safe for children; the finished installation will be wide enough for individuals and wheelchairs to pass through and will have no sharp edges. The dragonfly color can be adjusted to fit the client's preferred color scheme of purples.

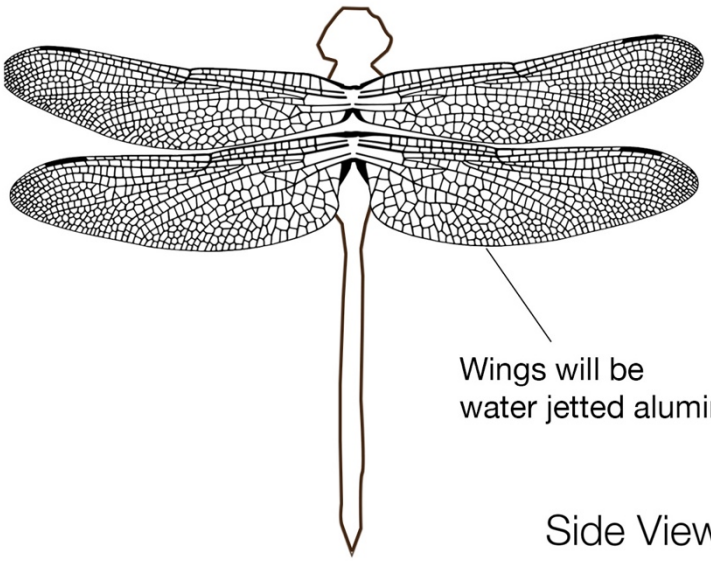


Marquette - Kids Cove Dragonfly Sculpture

by Brian Wignall 12/26/2023

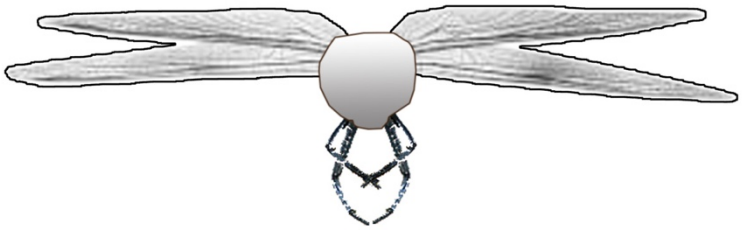
Dragonfly wingspan is 4’ wide and body length is also 4’ in length. Wing details shown below in Top View will be water jetted in detail as shown. Side View shows another possible color variation.

Top View



Side View of Dragonfly



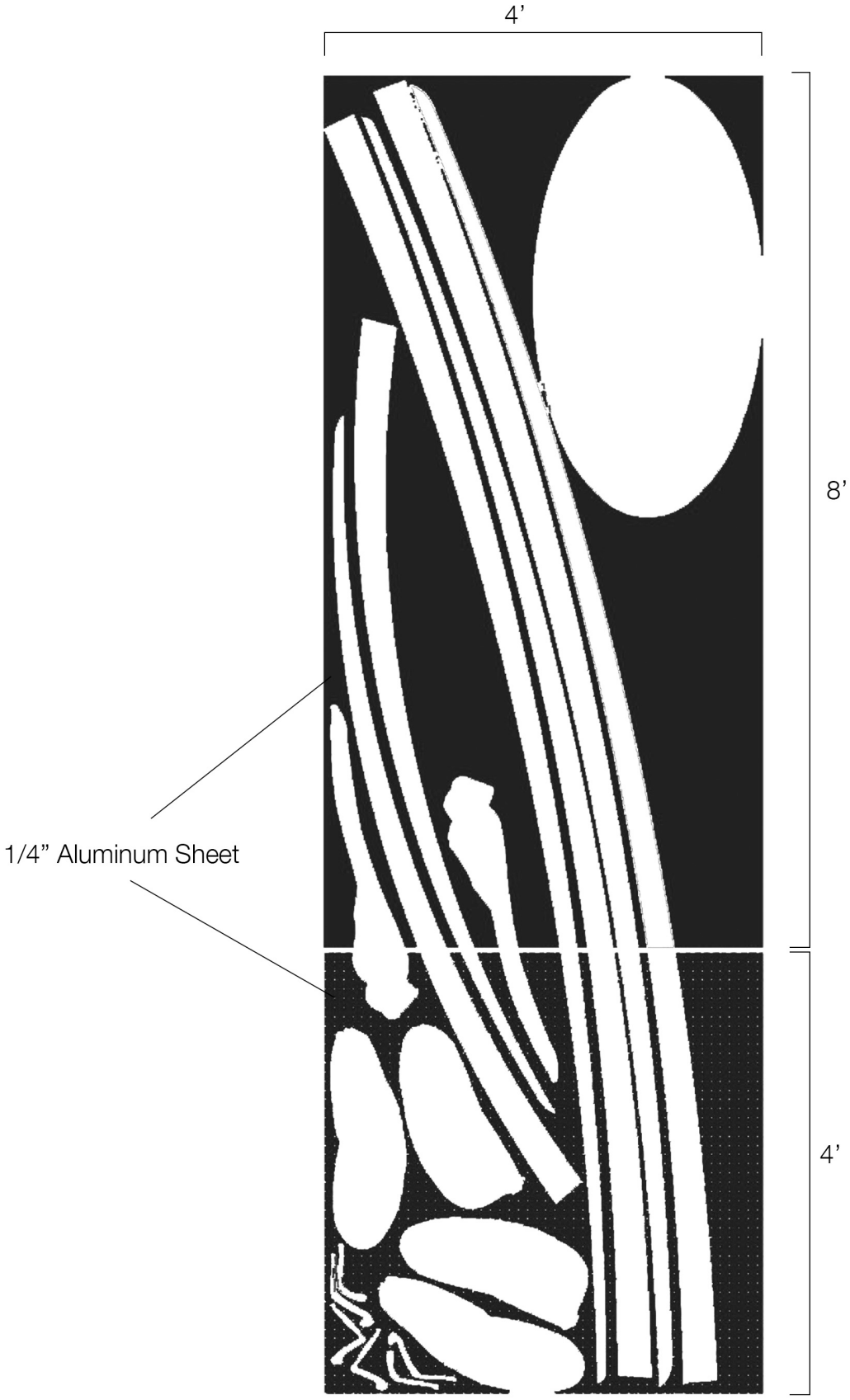


Front View

Marquette - Kids Cove Dragonfly Sculpture

by Brian Wignall 12/26/2023

Metal cut sheet to estimate the amount of metal needed to water jet the Dragonfly sculpture out of 1/4” aluminum.



Brian Wignall - (702) 595-2262 - www.biodynamicsinc.net

Marquette - Kids Cove Dragonfly Sculpture

by Brian Wignall 12/26/2023

Fabrication Schedule & Costs

Three (3) month time frame allocated from start to installation of sculpture

Design development .....$ 4,500
Includes: CAD drawings
Adherence to ADA guidelines
Safety checks
Engineering durability
Design changes as necessary

Materials and Fabrication.....$ 7,500
Includes: Raw materials
Cutting, Deburring
Welding
Surface finishing and Blasting
Powder Coating (approx. 57 sq. ft.)
Painting with commercial enamel

Project Management..... $ 10,000
Includes: Leading the team to achieve all project goals
Preparation of project documentation
Organizing and managing production
Troubleshooting and resolving problems
Communication and collaboration with all parties
Tracking timelines
Maintaining scope, quality, time, and budget

Fabrication Supervision..... $ 5,500
Includes: Final review of engineering requirements
On-site supervision of fabrication
Quality assurance
Associated travel costs

Transport & Installation ..... $ 2,000
Includes: Packing for transport
Transportation costs
Installation

Insurance ..... $ 500

Total $30,000

Payment Schedule

50% down payment to begin work	$15,000
25% at completion	$ 7,500
Remaining 25% balance due after installation	$ 7,500

Agenda Date: 4/29/2024

New Business
Professional Services Agreement - Cliffs-Dow EPA Cleanup Grant Project

BACKGROUND:

The City was successful in obtaining an EPA Brownfield Cleanup Grant for the former Cliffs-Dow site. The grant provides funding for cleanup activity led by a Qualified Environmental Professional (QEP).

The project team (Mac McClelland, Richard Baron, Mikael Kilpela, and Dennis Stachewicz) drafted and issued a request for proposals seeking a QEP for the project, including holding a walk-through of the site with interested firms.

Four proposals were received and as a result of the proposal review and interview process, the project team is recommending TriMedia Environmental and Engineering as the QEP.

Attached is a Professional Services Agreement that meets the requirements of the EPA and our City Attorney, as well as the proposal from TriMedia Environmental and Engineering.

FISCAL EFFECT:

The $125,000 cost for services is a reimbursable expense under the terms of the EPA Brownfield Cleanup Grant.

RECOMMENDATION:

Approve the Professional Services Agreement with TriMedia Environmental and Engineering, and authorize the Mayor and Clerk to sign.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Professional Services Agreement
- TriMedia Proposal

PROFESSIONALSERVICES AGREEMENT

This **MASTER SERVICES AGREEMENT** (Agreement) is made and entered into on this 3RD day of APRIL 2024 by and between TRIMEDIA ENVIRONMENTAL AND ENGINEERING, a Qualified Environmental Professional, hereinafter referred to as **"Consultant"** or **"Contractor"**, and the City of Marquette, hereinafter referred to as **"Client"**, for Services, as hereinafter defined.

W I T N E S S E T H :

WHEREAS, **Client** is a municipality that is seeking services from **Consultant** to facilitate groundwater remediation at the former Cliffs-Dow property under a USEPA Brownfield Cleanup Grant (the Project), consistent with the terms of this Agreement, the Request for Proposals(RFP) and all Michigan Department of Energy, Great Lakes & Environment (EGLE) and the USEPA rules, regulations, criteria and requirements associated with such Agreements and the Project (all of these are collectively the Requirements);

WHEREAS, subject to the terms and conditions of this Agreement and the Requirements, **Client** agrees to pay for services performed by **Consultant** at its request when approved for payment by the USEPA in accordance with the Project and this Agreement;

WHEREAS, each party hereto represents that it is ready, willing and able to undertake the responsibilities set forth in this Agreement; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained and intending to be legally bound, the parties agree as follows:

1. Definitions

As used in this Agreement, the following terms shall have the meanings hereinafter set forth:

A. **"Agreement"** means this document and the Requirements. The documents are intended to be construed consistently and as a whole, and anything that is required by one document shall be deemed to be required by all.

B. **"Fee Schedule"** means **Consultant's** charges for professional services and reimbursable expenses.

C. **"Services"** means those services to be performed by **Consultant** pursuant to the terms and conditions of this Agreement.

D. **"Site"** means the Cliffs Dow site upon which Services are to be performed as designated in the Request for Proposal (RFP) published by the City.

E. **"Work Order"** means a document or verbal agreement followed by a written document that identifies the **Client** and the Site, defines the specific scope of Services, and includes as appropriate, cost estimates, plans, drawings and **Consultant's** Fee Schedule in accordance with the RFP.

2. Services to be Performed

All Services performed under this Agreement shall be consistent with the Requirements. **Consultant**, as an independent contractor, shall furnish all necessary supervision, labor, materials, and equipment and shall perform the Services as defined in the RFP. The **Consultant**'s response to the RFP, when accepted by the **Client** and approved by the U.S. Environmental Protection Agency (USEPA), shall be binding upon the parties hereto, shall incorporate by reference all the terms and conditions of this Agreement, the requirements of the RFP and shall detail the scope of Services to be performed by **Consultant**. Email communications and confirmation of agreement to revisions to the works is acceptable to confirm agreement to services

If at any time during or after completion of the Services, **Consultant** is requested or required to participate in a deposition or other legal proceeding relating to any Services or the Project which is not alleged to be the result of negligence of **Consultant**, **Client** shall reimburse **Consultant** for preparation for and participation in such deposition or legal proceeding based upon the normal hourly rates set forth in the applicable Fee Schedule.

In the event that the **Client** requests termination of the work prior to completion of a report, **Consultant** reserves the right to complete such analyses and records as are necessary to place its files in order and, where considered by it necessary to protect its professional reputation, to complete a report on the work performed to date. Any costs related to such termination activity will be borne by **Consultant** unless otherwise agreed to in writing by both the **Client** and **Consultant**. All materials prepared become the property of the **Client**. **Consultant** may retain copies of such materials for its files.

3. Term of Agreement

This Agreement shall become effective upon the above-mentioned date and, provided no default has occurred, shall continue in full force and effect. Subject to the right of **Consultant** to be paid for services actually performed during the term of this Agreement, **Client** shall have the right to terminate this Agreement at any time. Should **Client** so terminate, **Consultant** shall be entitled only to the fees earned and expenses incurred up until such termination plus reasonable close-out costs, if any. **Consultant** shall not be eligible to recover any lost profit.

4. Work Order Changes

Changes in the scope of Services under a Work Order, including increases and decreases therein, must be in writing and agreed upon and accepted by each party hereto. As the services to be performed will be under a Not to Exceed or Lump Sum basis, no increases in the Project costs will be approved.

5. Payment for Services

Client shall pay to **Consultant** as compensation for the Services the amounts set forth in the Fee Schedule attached to the Consultant's response to the RFP. There shall be no management or other administrative service fees and no markups of subcontractor services, equipment, supplies, materials or other items used by **Consultant. Consultant** shall provide itemized billing in accordance with the Requirements which specifically identify the identity of the person performing the service and a description of the work performed. Within forty-five (45) days of the later of the date **Consultant**'s invoice is received by **Client** or the USEPA has approved payment, **Client** shall pay the full amount of such invoice; provided, however, that if **Client** objects to any portion of an invoice, **Client** shall notify **Consultant** of **Client**'s objection and the grounds therefor within 20 days of the date of receipt of the invoice, and the parties immediately shall make every effort to settle the disputed portion of the invoice. **Client**, in any event, shall pay every portion of the invoice that is not in dispute within the forty-five (45) day period for payment. **Consultant** shall not change the Fee Schedule without advanced notice to and approval of **Client**.

Invoices shall be submitted _____ via email (_____with a copy to _____). All invoices should reference the project name and **Client** identifying number.

6. Representation

A. **Consultant** represents that the Services will be performed by it in full compliance with the USEPA Cleanup Grant requirements, in a professional manner in accordance with sound consulting practices and procedures for the time period and the geographical location of the project.

B. **Consultant** shall correct any defects in the Services that are not performed in accordance with subparagraph A of this Paragraph 6, at no additional charge to **Client**. In addition, subject to the limitations set forth in Paragraph 8, **Consultant** shall reimburse **Client** for any damages, subject to the amount stated as the limits of **Consultant**'s insurance coverage as listed in Paragraph 9, arising out of **Consultant**'s failure to comply with this Agreement or from **Consultant**'s negligence.

7. Indemnification

A. **Consultant** agrees, to the fullest extent permitted by law, to indemnify and hold the **Client** 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.

B. **Consultant** shall not be liable to the extent that any liability, loss, damage, cost, and expense results solely from the negligence or willful misconduct by **Client** or its directors, officers, employees, or agents.

C. **Consultant** shall not be liable to **Client** for consequential damages, including but not limited to lost profits, loss of investment, loss of product, or business interruption.

D. **Consultant** shall have the right, if it so elects, to participate at its own expense in **Client**'s defense of any claim or action referred to in subparagraph A of this Paragraph 7, but such participation shall not affect **Consultant**'s liability for any judgment therein, or release **Consultant** from the indemnity therein provided.

E. **Consultant** shall name **Client** as an Additional Insured on the applicable policies of 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 **Client**. 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 **Client**. The **Client** will consider the **Consultant**'s use of a Contractors Comprehensive Insurance Policy (CCIP) for the Project

G. **Client** shall have the right, if it so elects, to participate at its own expense in **Consultant**'s defense of any claim or action referred to in subparagraph E of this Paragraph 7, but such participation shall not affect **Client**'s liability for any judgment therein, or release **Client** from the indemnity therein provided.

8. Consultant's Liability

A. Any claim pursuant to this Agreement must be in writing and must set forth the facts upon which it is based.

B. Subject to compliance with this Agreement, **Consultant** shall not be liable for damages resulting from cessation of services under this agreement due to: (a) health and safety issues created by inherently unsafe conditions at the Site that do not arise out of any negligent acts by **Consultant** and which could not have been foreseen by the **Consultant** prior to entering into this Agreement.

C. **Consultant** shall be responsible for clearing all utilities in connection with its services or services performed under its supervision at the Site.

9. Insurance

Consultant shall maintain for the term of this Agreement insurance policies, as applicable to the nature of **Consultant's** work, covering:

A. Worker's Compensation and Employer's Liability insurance, $1,000,000 each occurrence and in aggregate;

B. Comprehensive General or Commercial Liability insurance, with no Pollution Exclusion, a total of (including umbrella coverage) $1,000,000 each occurrence/ $2,000,000 in aggregate;

C. Comprehensive Automobile Liability insurance, a total of (including umbrella coverage) $1,000,000 each occurrence; and

D Umbrella coverage of $8,000,000;

Consultant shall provide **Client** with a Certificate of Insurance evidencing the above noted limits. Such insurance shall not be cancelled unless the insurance company notifies **Client** at least thirty (30) days prior to its intention to cancel such insurance.

10. Force Majeure

Each party shall not be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform is caused by or results from causes beyond its control, including, without limitation, strikes, lockouts, or other industrial disturbances, civil disturbances, fires, acts of God, or acts of a public enemy or unanticipated site conditions.

11. Materials and Equipment Handling and Retention

A. In the event that **Client** desires to dispose of materials from the Site, such materials will be transported to a location arranged and selected by **Client** and/or recommended by **Consultant** for final disposal. If a manifest is required for such disposal, such manifest shall be signed by **Client** or by **Consultant** as Agent for **Client**.

B. In the event that materials on the Site, including, but not limited to, samples and cuttings, contain substances or constituents hazardous or detrimental to human health, safety or the environment as defined by federal, state or local statutes, regulations, or ordinances, such materials shall remain the property of **Client**. **Consultant** will, using a manifest signed by **Client** as generator, assist client to have such materials transported to an appropriate location for final disposal. **Client** recognizes and agrees that at no time will **Consultant** assume title of said materials. **Consultant** shall have sole responsibility for selecting the location for final disposal and arranging for the transportation of such materials, and verifying that the disposal location is properly licensed to accept and/or dispose of said materials.

12. Confidentiality

Unless required by law or already in the public domain, and only upon providing 14 day advance notice to **Client**, **Consultant** shall not disclose to third parties the substance of any report, test or recommendation that it gives to **Client** in connection with the Services provided for in this Agreement; and, **Consultant** agrees to treat all maps, data, reports, and other information provided by the **Client** relating to the Services as proprietary and confidential. This section does not apply to the extent that such disclosure is required to facilitate **Consultant**'s work on behalf of **Client**. For disclosures other than for waste characterization, **Consultant** will coordinate the release of such information with **Client**'s counsel.

13. Compliance with Law

Consultant, in performing the Services, shall comply with and shall require compliance by any of its subcontractors with all applicable statutes, regulations, or lawful orders of any governmental authority or agency. **Client** shall cooperate with **Consultant** in obtaining any permits or licenses required for the performance of the Services.

Certain governmental entities have mandatory contaminate reporting requirements. Both parties shall cooperate with one another in complying with such laws.

14. Notices

Any notice to be given to either party hereunder shall be given by making the same by First Class U.S. Mail, postage prepaid, to:

Client:

Consultant:

TRIMEDIA ENVIRONMENTAL ENGINEERING
830 W. WASHINGTON ST
MARQUETTE, MI 49855

15. Subcontracts

Consultant shall not subcontract all or any part of the Services without the prior written approval of **Client**. Such subcontracting shall not relieve **Consultant** of any of its obligations under this Agreement. In the event **Client** directly hires any subcontractors

to help **Consultant** in its performance of all or any part of the services, **Consultant** remains obligated to supervise those subcontractors with regard to those services.

16. Entire Agreement

This Agreement and subsequently executed Work Orders constitute the entire agreement between the parties with respect to the Services and supersedes all prior negotiations, representations, or agreements relating thereto, written, or oral, except to the extent that they are expressly incorporated herein. Unless otherwise provided for herein, no amendments, changes, alterations, or modifications of this Agreement shall be effective unless in writing executed by **Client** and **Consultant**. There are no third party rights or benefits under this Agreement.

17. Governing Law

This Agreement and the legal relations of the parties hereto shall be governed by the laws of the State of Michigan applicable to the agreements negotiated, executed, delivered, and performed in such State.

18. Counterparts

This Agreement may be signed in two or more counterparts, each of which shall be treated as an original but which, when taken together, shall constitute one and the same instrument.

19. Captions

Headings of particular paragraphs are inserted only for convenience and are in no way to be construed as a part of this Agreement or as a limitation of the scope of the paragraphs to which they refer.

20. Severability

The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall in no manner affect or impair the validity or enforceability of the remainder hereof.

21. Alternative Dispute Resolution and Jurisdiction

If any dispute arises out of or relates to this contract, or the breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by non-binding mediation before the American Arbitration Association, or as otherwise agreed, before having recourse to a judicial forum. No written or oral representation made during the course of any mediation shall be deemed a party admission. Remote appearances such as by Zoom or otherwise are acceptable. All parties agree that the State and Federal courts sitting in Marquette County, Michigan have jurisdiction over any litigated matters involving this Agreement.

22. Claims

In the event of any litigation involving this Contract to enforce any provision of this contract, to enforce any remedy available upon default under this Contact or to obtain a declaration of rights under this Contract, the prevailing party shall be entitled to recover from the other attorney's fees and costs as may be reasonably incurred by reason of the litigation.

23. Waiver

A. No waiver of the terms, conditions and covenants of this Agreement shall be binding and effective unless the same shall be in writing signed by the parties.

B. A waiver of any breach of terms, conditions and covenants of this Agreement shall be for that one time only and shall not apply to any subsequent breach.

24. Right of Entry

Consultant is responsible for attaining legal access to all property as required by **Consultant** to perform and complete the Services.

25. Reports, Recommendations, and Reliance on Data

Reports, recommendations, and other materials resulting from **Consultant's** efforts are intended solely for purposes of this Agreement: any reuse by **Client** or others for purposes outside this Agreement shall be at the user's sole risk. **Consultant** may rely upon **Client**-provided documents in performing the services required under this Agreement; however, **Consultant** assumes no responsibility or liability for their accuracy.

26. Access to Data / Cooperation

Consultant shall provide **Client** with a copy of all data, including but not limited to laboratory data, field notes, contact information, reports, and all other file documents,

immediately upon request. **Consultant's** failure to provide **Client** with timely access to data shall constitute a material breach of this Agreement.

Consultant shall fully cooperate with **Client** in all aspects of this matter, including in the event that **Client** solicits bids from other consultants to work on the project. Such cooperation shall include, but not necessarily be limited to, meeting with other consultants for the purpose of educating them on the background and current status of the site conditions. **Consultant** further agrees that **Client** may directly contact **Consultant's** insurance brokers or others to obtain information related to the project. **Consultant's** failure to fully cooperate shall constitute a material breach of this Agreement.

Client	**Consultant**
By: _____	By: _____
	ROBERT R. LEHTO, PRESIDENT

APPENDIX B

EPA Cooperative Agreement Administrative and Programmatic Conditions

Administrative Conditions

General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: EPA General Terms and Conditions effective October 1, 2022 or later (pdf) These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: https://www.epa.gov/grants/grant-terms-and-conditions#general

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

Federal Financial Reports (SF-425): rtpfc-grants@epa.gov and **Donna Stingley, Grant Specialist** *at* stingley.donna@epa.gov
MBE/WBE reports (EPA Form 5700-52A): ***Karen Sykes at*** Sykes.Karen@epa.gov and region5closeouts@epa.gov
All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: **Donna Stingley, Grant Specialist** at stingley.donna@epa.gov *and* **Ashley Green, Project Officer** at Green.Ashley@epa.gov
Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: **Ashley Green, Project Officer** at Green.Ashley@epa.gov

Programmatic Conditions

FY23 Brownfields Cleanup Cooperative Agreement Infrastructure Investment and Jobs Act Funds Terms and Conditions

Please note that these Terms and Conditions (T&Cs) apply to Brownfield Cleanup Cooperative Agreements awarded under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k) and the Infrastructure Investment and Jobs Act (IIJA).

I. GENERAL FEDERAL REQUIREMENTS

A. Federal Policy and Guidance

1. Cooperative Agreement Recipients: By awarding this cooperative agreement, the Environmental Protection Agency (EPA) has approved the application for the Cooperative Agreement Recipient (CAR) submitted in the Fiscal Year 2023 (FY23) competition for Brownfield Cleanup cooperative agreements. EPA's approval of the FY23 application indicates that the CAR is in compliance with the Site Characterization requirement (as outlined in Section III.B.9. of the FY23 Cleanup Grant Guidelines) and has provided information to EPA that demonstrates that a sufficient level of site characterization from environmental site assessments have been performed for the remediation work to begin on the site subject to this agreement.

2. In implementing this agreement, the CAR shall ensure that work done with cooperative agreement funds complies with the requirements of CERCLA § 104(k). The CAR shall also ensure that cleanup activities supported with cooperative agreement funding comply with all applicable federal and state laws and regulations. The CAR must ensure cleanups are protective of human health and the environment.

3. The CAR must consider whether it is required to conduct cleanups through a State or Tribal response program. If the CAR chooses not to participate in a State or Tribal response program, then the CAR is required to consult with the EPA Project Officer to ensure the proposed cleanup is protective of human health and the environment.

If the State or Tribe does not have a promulgated response program that is applicable to the planned brownfield activity, then the CAR is required to consult with the EPA Project Officer to ensure the protectiveness of human health and the environment.

4. A term and condition or other legally binding provision shall be included in all subawards entered into with the funds awarded under this agreement, or when funds awarded under this agreement are used in combination with non-federal sources of funds, to ensure that the CAR complies with all applicable federal and state laws and requirements. In addition to CERCLA § 104(k), applicable federal laws and requirements include 2 CFR Part 200.

5. The CAR must comply with federal cross-cutting requirements. These requirements include, but are not limited to, DBE requirements found at 40 CFR Part 33; OSHA Worker Health & Safety Standard 29 CFR § 1910.120; Uniform Relocation Act (40 USC § 61); National Historic Preservation Act (16 USC § 470); Endangered Species Act (P.L. 93-205); Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR § 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC §§ 327-333); the Anti-Kickback Act (40 USC § 276c); and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250. For additional information on cross-cutting requirements visit https://www.epa.gov/grants/epa-subaward-cross-cutter-requirements.

6. The CAR must comply with Davis-Bacon Act prevailing wage requirements and associated U.S. Department of Labor (DOL) regulations for all construction, alteration, and repair contracts and subcontracts awarded with funds provided under this agreement by operation of CERCLA § 104(g). For more detailed information on complying with Davis-Bacon, please see the Davis-Bacon Addendum to these terms and conditions.

7. Refer to the General Term & Conditions for Buy America Sourcing requirements under the Build America, Buy America (BABA) provisions of the Infrastructure Investment and Jobs Act (IIJA; also known as Bipartisan Infrastructure Law or BIL) (P.L. 117-58, §§70911-70917). The CAR can also refer to EPA's Frequently Asked Questions for BABA for more information.

8. The recipient agrees to have financial management and programmatic management systems in place to:

a. Track and report on expenditures of IIJA funds.

b. Track and report outputs and outcomes achieved with IIJA funds.

II. SITE OWNERSHIP/RECIPIENT ELIGIBILITY REQUIREMENTS

A. Site Ownership

1. The CAR may only clean up the site(s) it solely owns that is specified in the workplan for this cooperative agreement. The CAR must retain ownership of the site(s) while Brownfield Cleanup Grant funds are disbursed for the cleanup of the

site(s) and must consult with the EPA Project Officer prior to transferring title or otherwise conveying the real property comprising the site(s). For the purposes of this agreement, the term "owns" means fee simple title unless the EPA previously approved a different ownership arrangement.

B. Continuing Obligations for CARs

1. EPA awarded this cooperative agreement to the CAR based on information indicating that the CAR would not use cooperative agreement funds to pay for a response cost at the site for which the CAR was potentially liable under CERCLA § 107. The CAR must demonstrate that it meets the requirements for one of the Landowner Liability Protections as either a Bona Fide Prospective Purchaser (BFPP), Contiguous Property Owner (CPO), or Innocent Landowner (ILO). These requirements include certain threshold criteria and continuing obligations that must be met in order for the CAR to maintain its eligible status. If the CAR fails to meet these obligations, EPA may disallow the costs incurred under this cooperative agreement for cleaning up the site under CERCLA § 104(k)(8)(C). The Landowner Liability Protection requirements include:

a. Performing "all appropriate inquiries" into the previous ownership and uses of the property before acquiring the property.

b. Not being potentially liable or affiliated with any other person who is potentially liable for response costs at the site through any direct or indirect familial relationship, any contractual, corporate, or financial relationship, or through the result of a reorganized business entity that was potentially liable.

While not necessary to obtain ILO protection, the CAR must still establish by a preponderance of the evidence that the act or omission that caused the release or threat of release of hazardous substances and any resulting damages were caused by a third party with whom the person does not have an employment, agency, or contractual relationship.

c. Demonstrating that no disposal of hazardous substances occurred at the facility after acquisition by the landowner (does not specifically apply for the CPO protection).

d. Taking "reasonable steps" with respect to hazardous substance releases by stopping any continuing releases, preventing any threatened future releases, and preventing or limiting human, environmental, or natural resource exposure to any previously released hazardous substance.

e. Complying with any land use restrictions established or relied on in connection with the response action at the site and not impeding the effectiveness or integrity of institutional controls employed in connection with the response action.

f. Providing full cooperation, assistance, and access to persons that are authorized to conduct response actions or natural resource restoration at the site from which there has been a release or threatened release.

g. Complying with information requests and administrative subpoenas (does not specifically apply for the ILO protection).

h. Providing all legally required notices with respect to the discovery or release of any hazardous substances at the site (does not specifically apply for the ILO protection).

Notwithstanding the CAR's continuing obligations under this agreement, the CAR is subject to the applicable liability provisions of CERCLA governing its status as a BFPP, CPO, or ILO. CERCLA requires additional obligations to maintain the liability limitations for BFPP, CPO, and ILO; the relevant provisions for these obligations include §§ 101(35), 101(40),

107(b), 107(q) and 107(r).

CARs that are exempt from CERCLA liability or do not have to meet the requirements for asserting an affirmative defense to CERCLA liability must also comply with continuing obligation items c.-h.

C. Site Substitution and Cleanup Method Changes

1. The CAR must use funds provided by this agreement to clean up the brownfield site(s) in the EPA-approved workplan. The CAR shall not substitute a different brownfield site.

2. The CAR shall not make substantial changes to the cleanup method described in the workplan, including changes to the expected cleanup based on public comment or other reasons, without prior EPA approval.

III. GENERAL COOPERATIVE AGREEMENT ADMINISTRATIVE REQUIREMENTS

A. Sufficient Progress

1. This condition supplements the requirements of the Termination and Sufficient Progress Conditions in the General Terms and Conditions.

The EPA Project Officer will assess whether the recipient is making sufficient progress in implementing its cooperative agreement 18 months and 30 months from the date of award. If EPA determines that the CAR has not made sufficient progress in implementing its cooperative agreement, the CAR, if directed to do so, must implement a corrective action plan concurred on by the EPA Project Officer and approved by the Grants Management Officer or Award Official. Alternatively, EPA may terminate this agreement under 2 CFR § 200.340 for material non-compliance with its terms, or with the consent of the CAR as provided at 2 CFR § 200.340, depending on the circumstances.

Sufficient progress at 18 months is indicated when:

an appropriate remediation plan is in place, institutional control development (if necessary) has commenced;

initial community engagement activities have taken place;

relevant state or tribal pre-cleanup requirements are being addressed;

a Qualified Environmental Professional has been procured; and

a solicitation for remediation services has been issued.

Sufficient progress at 30 months is indicated when:

at least 50% of the site-specific activities have been completed and funds have been requested by and disbursed to the CAR;

a Quality Assurance Project Plan has been approved by EPA; and

other documented activities have occurred that demonstrate to EPA's satisfaction that the CAR will successfully perform the cooperative agreement.

B. Substantial Involvement

1. The EPA Project Officer will be substantially involved in overseeing and monitoring this cooperative agreement.

Substantial involvement, includes, but is not limited to:

a. Close monitoring of the CAR's performance to verify compliance with the EPA-approved workplan and achievement of environmental results.

b. Participation in periodic telephone conference calls to share ideas, project successes and challenges, etc., with EPA.

c. Reviewing and commenting on quarterly and annual reports prepared under the cooperative agreement (the final decision on the content of reports rests with the recipient or subrecipients receiving pass-through awards).

d. Reviewing and approving Quality Assurance Project Plans and related documents or verifying that appropriate Quality Assurance requirements have been met where quality assurance activities are being conducted pursuant to an EPA-approved Quality Assurance Management Plan.

Substantial involvement may also include, depending on the direction of the EPA Project Officer:

e. Collaboration during the performance of the scope of work including participation in project activities, to the extent permissible under EPA policies. Examples of collaboration include:

i. Consultation between EPA staff and the CAR on effective methods of carrying out the scope of work provided the CAR makes the final decision on how to perform authorized activities.

ii. Advice from EPA staff on how to access publicly available information on EPA or other federal agency websites.

iii. With the consent of the CAR, EPA staff may provide technical advice to the CAR's contractors or subrecipients provided the CAR approves any expenditures of funds necessary to follow advice from EPA staff. (The CAR remains accountable for performing contract and subaward management as specified in 2 CFR § 200.318 and 2 CFR § 200.332 as well as the terms of the EPA cooperative agreement.)

iv. EPA staff participation in meetings, webinars, and similar events upon the request of the CAR or in connection with a co-sponsorship agreement.

f. Reviewing and approving that the Analysis of Brownfield Cleanup Alternatives (ABCA), or equivalent state Brownfields program document, meets the Brownfields Program's requirements for an ABCA.

g. Reviewing proposed procurements in accordance with 2 CFR § 200.325, as well as the substantive terms of proposed contracts or subawards as appropriate. This may include reviewing requests for proposals, invitations for bid, scopes of work and/or plans and specifications for contracts over $250,000 prior to advertising for bids.

h. Reviewing the qualifications of key personnel. (EPA does not have the authority to select employees or contractors, including consultants, employed by the CAR or subrecipients receiving pass-through awards.)

i. Reviewing information in performance reports to ensure all costs incurred by the CAR and/or its contractor(s) if needed to ensure appropriate expenditure of grant funds.

EPA may waive any of the provisions in Section III.B.1. The EPA Project Officer will provide waivers to provisions a. – d. in Section III.B.1. in writing.

2. Effects of EPA's substantial involvement include:

a. EPA's review of any project phase, document, or cost incurred under this cooperative agreement will not have any effect upon CERCLA § 128 *Eligible Response Site* determinations or rights, authorities, and actions under CERCLA or any federal statute.

b. The CAR remains responsible for ensuring that all cleanups are protective of human health and the environment and comply with all applicable federal and state laws. If changes to the expected cleanup become necessary based on public comment or other reasons, the CAR must consult with the EPA Project Officer and the State.

c. The CAR and its subrecipients remain responsible for ensuring costs are allowable under 2 CFR Part 200, Subpart E.

C. Cooperative Agreement Recipient Roles and Responsibilities

1. CARs, other than state entities, that procure a contractor(s) (including consultants) where the contract will be more than the micro-purchase threshold in 2 CFR § 200.320(a)(1) ($10,000 for most CARs) must select the contractor(s) in compliance with the fair and open competition requirements in 2 CFR Part 200 and 2 CFR Part 1500. This requirement also applies to procurement processes that were completed before the award of this cooperative agreement. See the *Brownfields Grants: Guidance on Competitively Procuring a Contractor* for additional information.

CARs may procure multiple contractors to ensure the appropriate expertise is in place to perform work under the agreement (e.g., expertise to conduct site remediation activities vs. community engagement) and to allow the ability for work be performed concurrently at multiple sites.

2. The CAR must acquire the services of a Qualified Environmental Professional(s) as defined in 40 CFR § 312.10, if it does not have such a professional on staff to coordinate, direct, and oversee the brownfield site cleanup activities at a given site.

3. Cybersecurity – The recipient agrees that when collecting and managing environmental data under this cooperative agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

a. EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement are secure. For purposes of this section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

b. The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in Cybersecurity Section a. above if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by

including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR § 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

4. All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at www.fgdc.gov.

D. Quarterly Performance Reports

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, § 200.329, *Monitoring and Reporting Program Performance*), the CAR agrees to submit quarterly performance reports to the EPA Project Officer within 30 days after each reporting period. The reporting periods are October 1 – December 31 (1st quarter); January 1 – March 31 (2nd quarter); April 1 – June 30 (3rd quarter); and July 1 – September 30 (4th quarter).

These reports shall cover work status, work progress, difficulties encountered, preliminary data results and a statement of activity anticipated during the subsequent reporting period, including a description of equipment, techniques, and materials to be used or evaluated. A discussion of expenditures and financial status for each workplan task, along with a comparison of the percentage of the project completed to the project schedule and an explanation of significant discrepancies from the EPA-approved workplan and budget shall be included in the report. The report shall also include any changes of key personnel concerned with the project that were approved by the EPA Grants Management Officer or Award Official. (Note, as provided at 2 CFR § 200.308, *Revision of budget and program*, the CAR must seek prior approval from the EPA Grants Management Officer or Award Official for a change in a key person.)

The CAR shall refer to and utilize the Quarterly Reporting function within the Assessment, cleanup and Redevelopment Exchange System (ACRES) to submit quarterly reports unless approval is obtained from the EPA Project Officer to use an alternate format for reports.

2. The CAR must submit performance reports on a quarterly basis in ACRES using the Cleaning Quarterly Report function. Quarterly performance reports must include:

a. A summary that clearly differentiates between activities completed with EPA funds provided under the Brownfield Cleanup cooperative agreement and related activities completed with other sources of leveraged funding.

b. A summary and status of approved activities performed during the reporting quarter; a summary of the performance outputs/outcomes achieved during the reporting quarter; and a description of problems encountered during the reporting quarter that may affect the project schedule.

c. A comparison of actual accomplishments to the anticipated outputs/outcomes specified in the EPA-approved workplan and reasons why anticipated outputs/outcomes were not met.

d. An update on the project schedule and milestones, including an explanation of any discrepancies from the EPA-approved workplan.

e. A budget summary table with the following information: current approved project budget; EPA funds drawn down during the reporting quarter; costs drawn down to date (cumulative expenditures); program income generated and used (if applicable); and total remaining funds. The budget summary table must include costs that are charged to the "other" budget object class category (e.g., subawards, etc.).

The CAR shall include an explanation of any discrepancies in the budget from the EPA-approved workplan, cost overruns or high unit costs, and other pertinent information. The CAR shall include a statement on funding transfers [1] among direct budget categories or programs, functions and activities that occurred during the quarter and cumulatively during the period of performance.

f. For local governments that are using cooperative agreement funds for health monitoring, the quarterly report must also include the specific budget, the quarterly expenditure, and cumulative expenditures to demonstrate that 10% of federal funding is not exceeded.

Note: Each property where cleanup activities were performed and/or completed must have its corresponding information updated in ACRES (or via the Property Profile Form with prior approval from the EPA Project Officer) prior to submitting the quarterly performance report (see Section III.E. below).

3. The CAR must maintain records that will enable it to report to EPA on the amount of funds disbursed by the CAR to clean up the specific property(ies) under this cooperative agreement.

4. In accordance with 2 CFR § 200.329(e)(1), the CAR agrees to inform EPA as soon as problems, delays, or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the EPA-approved workplan.

E. Property Profile Submission

1. The CAR must report on interim progress (e.g., clean up started) and any final accomplishments (e.g., clean up completed, contaminants removed, institutional controls required, engineering controls required) by completing and submitting relevant portions of the electronic Property Profile Form using the Assessment, Cleanup and Redevelopment Exchange System (ACRES). The CAR must enter the data in ACRES as soon as the interim action or final accomplishment has occurred, or within 30 days after the end of each reporting quarter. The CAR must enter any new data into ACRES prior to submitting the quarterly performance report to the EPA Project Officer. The CAR must utilize the electronic version of the Property Profile Form in ACRES unless approval is obtained from the EPA Project Officer to use the hardcopy version of the Property Profile Form or its use is included in the approved workplan.

F. Final Cooperative Agreement Performance Report with Environmental Results

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, § 200.329, *Monitoring and Reporting Program Performance* and 2 CFR § 200.344(a), *Closeout*), the CAR agrees to submit to the EPA Project Officer within 120 days after the expiration or termination of the approved project period a final performance report on the cooperative agreement via email; unless the EPA Project Officer agrees to accept a paper copy of the report. The final performance report shall document and summarize the elements listed in Section III.D.2., as appropriate, for activities that occurred over the entire project period.

IV. FINANCIAL ADMINISTRATION REQUIREMENTS

A. Cost Share Requirement

1. As provided in IIJA, no cost share is required for this agreement.

B. Eligible Uses of the Funds for the Cooperative Agreement Recipient

1. To the extent allowable under the EPA-approved workplan, cooperative agreement funds may be used for eligible

programmatic expenses necessary to clean up sites. Eligible programmatic expenses include activities described in Section V. of these Terms and Conditions. In addition, eligible programmatic expenses may include:

a. Ensuring cleanup activities at a particular site are authorized by CERCLA § 104(k) and the EPA-approved workplan.

b. Ensuring that a cleanup complies with applicable requirements under federal and state laws, as required by CERCLA § 104(k).

c. Preparing and updating an Analysis of Brownfield Cleanup Alternatives (ABCA) which will include information about the site and contamination issues, cleanup standards, applicable laws, alternatives considered, and the proposed cleanup.

d. Using up to $50,0000 of the cooperative agreement funds to conduct unforeseen environmental site assessment activities only when:

i. the state or tribal environmental authority requires additional site characterization in order to move forward with the remediation, as provided at CERCLA § 104(k)(10)(B)(i)(I); or the site is not enrolled in the State or Tribal response program and the Environmental Professional recommends, in writing, additional site characterization in order to move forward with the remediation, as provided at CERCLA § 104(k)(10)(B)(i)(I); and

ii. the CAR has exhausted available resources to conduct the environmental site assessment, including the resources described in the FY23 application.

The CAR must obtain written approval from the EPA Project Officer to use funding from this cooperative agreement to characterize the site.

e. Developing a Quality Assurance Project Plan (QAPP) as required by 2 CFR § 1500.12. The specific requirement for a QAPP is outlined in *Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance* available at https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-epa-financial.

f. Performing limited site characterization to confirm the effectiveness of the proposed cleanup design or the effectiveness of a cleanup once an action has been completed.

g. Ensuring that public participation requirements are met. This includes preparing a Community Involvement Plan which will include reasonable notice, opportunity for public involvement and comment on the proposed cleanup, and response to comments.

h. Establishing an Administrative Record.

g. Using a portion of the cooperative agreement funds to purchase environmental insurance for the remediation of the site. [Funds shall not be used to purchase insurance intended to provide coverage for any of the ineligible uses under Section IV., *Ineligible Uses of the Funds for the Cooperative Agreement Recipient*.]

j. Any other eligible programmatic costs, including direct costs incurred by the recipient in reporting to EPA; procuring and managing contracts; awarding, monitoring, and managing subawards to the extent required to comply with 2 CFR § 200.332 and the "Establishing and Managing Subawards" General Term and Condition; and carrying

out community engagement pertaining to the cleanup activities.

2. **Local Governments Only –** If authorized in the EPA-approved workplan and budget narrative, up to 10% of the funds awarded by this agreement may be used by the CAR itself as a programmatic cost for Brownfield Program development and implementation of monitoring health conditions and institutional controls. The health monitoring activities must be associated with brownfield sites at which at least a Phase II environmental site assessment is conducted and is contaminated with hazardous substances. The CAR must maintain records on funds that will be used to carry out this task to ensure compliance with this requirement.

3. Under CERCLA § 104(k)(5)(E), CARs and subrecipients may use up to 5% of the sum of direct EPA funding for this cooperative agreement for administrative costs, including indirect costs under 2 CFR § 200.414. The limit on administrative costs for the CAR under this agreement is **$48,212.50.** The total amount of indirect costs and any direct costs for cooperative agreement administration by the CAR paid for by EPA under the cooperative agreement shall not exceed this amount. Subrecipients may use up to 5% of the amount of Federal funds in their subawards for administrative costs. As required by 2 CFR § 200.403(d), the CAR and subrecipients must classify administrative costs as direct or indirect consistently and shall not classify the same types of costs in both categories. The term "administrative costs" does not include:

a. Investigation and identification of the extent of contamination of a brownfield site;

b. design and performance of a response action; or

c. monitoring of a natural resource.

Eligible cooperative agreement and subaward administrative costs subject to the 5% limitation include direct costs for:

a. Costs incurred to comply with the following provisions of the *Uniform Administrative Requirements for Cost Principles and Audit Requirements for Federal Awards* at 2 CFR Parts 200 and 1500 other than those identified as programmatic.

i. Record-keeping associated with equipment purchases required under 2 CFR § 200.313;

ii. Preparing revisions and changes in the budgets, scopes of work, program plans and other activities required under 2 CFR § 200.308;

iii. Maintaining and operating financial management systems required under 2 CFR § 200.302;

iv. Preparing payment requests and handling payments under 2 CFR § 200.305;

v. Financial reporting under 2 CFR § 200.328;

vi. Non-federal audits required under 2 CFR Part 200, Subpart F; and

vii. Closeout under 2 CFR § 200.344 with the exception of preparing the recipient's final performance report. Costs for preparing this report are programmatic and are not subject to the 5% limitation on direct administrative costs.

b. Pre-award costs for preparation of the proposal and application for this cooperative agreement (including the final workplan) or applications for subawards are not allowable as direct costs but may be included in the CAR's or subrecipient's indirect cost pool to the extent authorized by 2 CFR § 200.460.

C. Ineligible Uses of the Funds for the Cooperative Agreement Recipient

1. Cooperative agreement funds shall not be used by the CAR for any of the following activities:

a. Pre-cleanup Phase I and Phase II environmental site assessment activities with the exception of site monitoring activities that are reasonable and necessary during the cleanup process, including determination of the effectiveness of a cleanup;

b. Monitoring and data collection necessary to apply for, or comply with, environmental permits under other federal and state laws, unless such a permit is required as a component of the cleanup action;

c. Construction, demolition, and site development activities that are not cleanup actions (e.g., marketing of property (activities or products created specifically to attract buyers or investors), construction of a new facility, or addressing public or private drinking water supplies that have deteriorated through ordinary use);

d. Job training activities unrelated to performing a specific cleanup at a site covered by the cooperative agreement;

e. To pay for a penalty or fine;

f. To pay a federal cost share requirement (e.g., a cost share required by another federal grant) unless there is specific statutory authority;

g. To pay for a response cost at a brownfield site for which the CAR or subaward recipient is potentially liable under CERCLA § 107;

h. To pay a cost of compliance with any federal law, excluding the cost of compliance with laws applicable to the cleanup; and

i. Unallowable costs (e.g., lobbying and purchases of alcoholic beverages) under 2 CFR Part 200, Subpart E.

2. Cooperative agreement funds shall not be used for any of the following properties:

a. Facilities listed, or proposed for listing, on the National Priorities List (NPL);

b. Facilities subject to unilateral administrative orders, court orders, and administrative orders on consent or judicial consent decree issued to or entered by parties under CERCLA;

c. Facilities that are subject to the jurisdiction, custody or control of the United States

government except for land held in trust by the United States government for an Indian tribe; or

d. A site excluded from the definition of a brownfield site for which EPA has not made a property-specific funding determination.

V. CLEANUP REQUIREMENTS

A. Authorized Cleanup Activities

1. The CAR shall prepare an Analysis of Brownfield Cleanup Alternatives (ABCA), or equivalent state Brownfields program document, which will include information about the site and contamination issues (i.e., exposure pathways, identification of contaminant sources, etc.); cleanup standards; applicable laws; alternatives considered; and the proposed cleanup. The evaluation of alternatives must include effectiveness, ability to implement, and the cost of the response proposed. The

evaluation of alternatives must also consider the resilience of the remedial options to address potential adverse impacts caused by extreme weather events (e.g., sea level rise, increased frequency and intensity of flooding, etc.). The alternatives may additionally consider the degree to which they reduce greenhouse gas discharges, reduce energy use or employ alternative energy sources, reduce volume of wastewater generated/disposed of, reduce volume of materials taken to landfills, and recycle and re-use materials generated during the cleanup process to the maximum extent practicable. The evaluation will include an analysis of reasonable alternatives including no action. The cleanup method chosen must be based on this analysis and documented in a decision document upon completion of the public comment period. The CAR must consult with the relevant state program (or EPA if there is not a state program that covers the site) to determine if the selected cleanup requires formal modification based on public comments or new information.

2. Prior to conducting or engaging in any on-site activity with the potential to impact historic properties (such as invasive sampling or cleanup), the CAR shall consult with the EPA Project Officer regarding potential applicability of the National Historic Preservation Act (NHPA) (16 USC § 470) and, if applicable, shall assist EPA in complying with any requirements of the NHPA and implementing regulations.

B. Quality Assurance (QA) Requirements

1. When environmental data are collected as part of the brownfield cleanup (e.g., cleanup verification sampling, post-cleanup confirmation sampling), the CAR shall comply with 2 CFR § 1500.12 requirements to develop and implement quality assurance practices sufficient to produce data adequate to meet project objectives and to minimize data loss. State law may impose additional QA requirements.

2. Recipients implementing environmental programs within the scope of the assistance agreement must submit to the EPA Project Officer an approvable Quality Assurance Project Plan (QAPP) at least 60 days prior to the initiating of data collection or data compilation. The Quality Assurance Project Plan (QAPP) is the document that provides comprehensive details about the quality assurance, quality control, and technical activities that must be implemented to ensure that project objectives are met. Environmental programs include direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology.

The QAPP should be prepared in accordance with EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans. No environmental data collection or data compilation may occur until the QAPP is approved by the EPA Project Officer and Quality Assurance Regional Manager. Additional information on the requirements can be found at the EPA Office of Grants and Debarment website at https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-epa-financial.

3. The recipient shall notify the EPA Project Officer and the EPA Quality Assurance Manager or designee (hereafter referred to as QAM) when substantive changes are needed to the QAPP. EPA may require the QAPP be updated and re-submitted for approval.

4. The recipient must review their approved QAPP at least annually. The results of the QAPP review and any revisions must be submitted to the EPA Project Officer and the QAM at least annually and may also be submitted when changes occur (the QAM or EPA Project Officer may add additional specifications).

5. The recipient must submit a QAPP Checklist with the QAPP. The checklist will be provided by the Project Officer to the recipient.

6. **Competency of Organizations Generating Environmental Measurement Data:** In accordance with Agency Policy

Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, the CAR agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, the CAR agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. The CAR shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at http://www.epa.gov/fem/lab_comp.htm or a copy may also be requested by contacting the EPA Project Officer for this award.

C. Public Involvement and Community Outreach

1. All cleanup activities require a site-specific Community Involvement Plan. The plan must include providing reasonable notice to the community and opportunity for public involvement and comment on the proposed cleanup options under consideration for the site. All information, including responses to public comments and administrative records, may be made available to the public to the extent consistent with 2 CFR § 200.338 and applicable state, tribal, or local law.

D. Public Awareness

1. The CAR agrees to clearly reference EPA investments in the project during all phases of community outreach outlined in the EPA-approved workplan, which may include the development of any post-project summary or success materials that highlight achievements to which this project contributed.

a. If any documents, fact sheets, and/or web materials are developed as part of this cooperative agreement, then they shall comply with the *Acknowledgement Requirements for Non-ORD Assistance Agreements* in the General Terms and Conditions of this agreement.

b. If the EPA logo is displayed along with logos from other participating entities on websites, outreach materials, or reports, it must **not** be prominently displayed to imply that any of the recipient or subrecipient's activities are being conducted by the EPA. Instead, the EPA logo should be accompanied with a statement indicating that the City of Marquette received financial support from the EPA under an Assistance Agreement per the term and condition described in Section V.D.1.a. above. More information is available at https://www.epa.gov/stylebook/using-epa-seal-and-logo.

c. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law." The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at https://www.epa.gov/invest/investing-america-signage.

d. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable.

Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America

emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

2. The CAR agrees to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction and/or site reuse projects as a result of this agreement, and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.

3. To increase public awareness of projects serving communities where English is not the predominant language, CARs are encouraged to include in their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

4. All public awareness activities conducted with EPA funding are subject to the provisions in the General Terms and Conditions on compliance with section 504 of the Americans with Disabilities Act.

E. Administrative Record

1. The CAR shall establish an Administrative Record that contains the documents that form the basis for the selection of a cleanup plan. Documents in the Administrative Record shall include the ABCA; site investigation reports; the cleanup plan; cleanup standards used; responses to public comments; and verification that shows that cleanup is complete. The CAR shall keep the Administrative Record available at a location convenient to the public and make it available for inspection. The Administrative Record must be retained for three (3) years after the termination of the cooperative agreement subject to any requirements for maintaining records of site cleanups ongoing at the time of termination.

F. Implementation of Cleanup Activities

1. The CAR shall ensure the adequacy of each cleanup in protecting human health and the environment as it is implemented.

2. If the CAR is unable or unwilling to complete the cleanup, the CAR shall ensure that the site is secure. The CAR shall notify the appropriate state agency and EPA to ensure an orderly transition should additional activities become necessary.

G. Completion of Cleanup Activities

1. The CAR shall ensure that the successful completion of a cleanup is properly documented. This must be done through a final report or letter from a Qualified Environmental Professional, or other documentation provided by a State or Tribe that shows cleanup is complete (including No Further Action letters, institutional controls, etc.). This documentation must be included as part of the Administrative Record.

H. Inclusion of Additional Terms and Conditions

1. In accordance with 2 CFR § 200.334, the CAR shall maintain records pertaining to the cooperative agreement for a minimum of three (3) years following submission of the final financial report unless one or more of the conditions described in the regulation applies. The CAR shall provide access to records relating to cleanups supported with Cleanup cooperative agreement funds to authorized representatives of the Federal government as required by 2 CFR § 200.337.

2. The CAR has an ongoing obligation to advise EPA if it assessed any penalties resulting from environmental noncompliance at the site(s) subject to this agreement.

VI. PAYMENT AND CLOSEOUT

For the purposes of these Terms and Conditions, the following definitions apply: "payment" is EPA's transfer of funds to the CAR; "closeout" refers to the process EPA follows to ensure that all administrative actions and work required under the cooperative agreement have been completed.

A. Payment Schedule

1. The CAR may request advance payment from EPA pursuant to 2 CFR § 200.305(b)(1) and the prompt disbursement requirements of the General Terms and Conditions of this agreement.

This requirement does not apply to states which are subject to 2 CFR § 200.305(a).

B. Schedule for Closeout

1. Closeout will be conducted in accordance with 2 CFR § 200.344. EPA will close out the award when it determines that all applicable administrative actions and all required work under the cooperative agreement have been completed.

2. The CAR, within 120 days after the expiration or termination of the cooperative agreement, must submit all financial, performance, and other reports required as a condition of the cooperative agreement.

a. The CAR must submit the following documentation:

i. The Final Cooperative Agreement Performance Report as described in Section III.F. of these Terms and Conditions.

ii. Administrative and Financial Reports as described in the General Terms and Conditions of this agreement.

b. The CAR must ensure that all appropriate data have been entered into ACRES or all hardcopy Property Profile Forms are submitted to the EPA Project Officer.

c. As required by 2 CFR § 200.344, the CAR must immediately refund to EPA any balance of unobligated (unencumbered) advanced cash or accrued program income that is not authorized to be retained for use on other cooperative agreements.

[1] Per EPA's General Term and Condition, the CAR must obtain prior approval from the EPA Grants Management Officer or Award Official for cumulative transfers of funds in excess of 10% of the total budget.

Davis-Bacon Addendum

Davis-Bacon Terms and Conditions For Cooperative Agreements to Governmental Entities

DAVIS-BACON PREVAILING WAGE TERM AND CONDITION

The following terms and conditions specify how Cooperative Agreement Recipients (CARs) will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under CERCLA 104(g) and any other statute which makes DB applicable to EPA financial assistance. If a CAR has questions regarding when DB applies,

obtaining the correct DB wage determinations, DB contract provisions, or DB compliance monitoring, they should contact the regional Brownfields Coordinator or Project Officer for guidance.

1. Applicability of the Davis-Bacon Prevailing Wage Requirements

After consultation with DOL, EPA has determined that for Brownfields Grants for remediation of sites contaminated with hazardous substances and petroleum, DB prevailing wage requirements apply when the project includes the following activities.

Hazardous substances contamination:

(a) All construction, alteration and repair activity involving the remediation of hazardous substances, including excavation and removal of hazardous substances, construction of caps, barriers, structures which house treatment equipment, and abatement of contamination in buildings.

Petroleum contamination:

(a) Installing piping to connect households or businesses to public water systems or replacing public water system supply well(s) and associated piping due to groundwater contamination,

(b) Soil excavation/replacement when undertaken in conjunction with the installation of public water lines/wells described above, or

(c) Soil excavation/replacement, tank removal, and restoring the area by paving or pouring concrete when the soil excavation/replacement occurs in conjunction with both tank removal and paving or concrete replacement.

In the above circumstances, all the laborers and mechanics employed by contractors and subcontractors will be covered by the DB requirements for all construction work performed on the site. Other petroleum site cleanup activities such as in situ remediation, and soil excavation/replacement and tank removal when not in conjunction with paving or concrete replacement, will not normally trigger DB requirements.

If the CAR encounters a unique situation at a site (e.g., unusually extensive excavation, construction of permanent facilities

to house in situ remediation systems, reconstruction of roadways) that presents uncertainties regarding DB applicability, the CAR must discuss the situation with EPA before authorizing work on that site.

2. Obtaining Wage Determinations

(a) Unless otherwise instructed by EPA on a project specific basis, the CAR shall use the following DOL General Wage Classifications for the locality in which the construction activity subject to DB will take place. CARs must obtain proposed wage determinations for specific localities at https://sam.gov/.

(i) When soliciting competitive contracts, awarding new contracts or issuing task orders, work assignments or similar instruments to existing contractors (ordering instruments), the CAR shall use the "Heavy Construction" classification for the following activities:

Hazardous substances contamination: excavation and removal of hazardous substances, construction of caps, barriers, and similar activities that do not involve construction of buildings.

Petroleum contamination: installing piping to connect households or businesses to public water systems or replacing public water system supply well(s) and associated piping, including soil excavation/replacement.

(ii) When soliciting competitive contracts, awarding new contracts, or issuing ordering instruments, the CAR shall use the "Building Construction" classification for the following activities:

Hazardous substances contamination: construction of structures which house treatment equipment, and abatement of contamination in buildings (other than residential structures less than 4 stories in height).

Petroleum contamination: soil excavation/replacement, tank removal, and restoring the area by paving or pouring concrete when the soil excavation/replacement occurs in conjunction with both tank removal and paving or concrete replacement at current or former service station sites, hospitals, fire stations, industrial or freight terminal facilities, or other sites that are associated with a facility that is not used solely for the underground storage of fuel or other contaminant.

(iii) When soliciting competitive contracts, awarding new contracts or issuing ordering instruments for soil excavation/replacement, tank removal, and restoring the area by paving or pouring concrete when the soil excavation/replacement occurs in conjunction with both tank removal and paving or concrete

replacement at a facility that is used solely for the underground storage of fuel or other contaminant the CAR shall use the "Heavy Construction" classification. (Only applies to petroleum contamination.)

(iv) When soliciting competitive contracts, awarding new contracts or issuing ordering instruments for the abatement of contamination in residential structures less than 4 stories in height the CAR shall use "Residential Construction" classification. (Only applies to hazardous substances contamination.)

Note: CARs must discuss unique situations that may not be covered by the General Wage Classifications described above with EPA. If, based on discussions with a CAR, EPA determines that DB applies to a unique situation (e.g., unusually extensive excavation), the Agency will advise the CAR which General Wage Classification to use based on the nature of the construction activity at the site.

(b) CARs shall obtain the wage determination for the locality in which a Brownfields cleanup activity subject to DB will take place *prior* to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the CAR shall monitor https://sam.gov/ on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The CAR shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e., bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the CAR may request a finding from EPA that there is not reasonable time to notify interested contractors of the modification of the wage determination. EPA will provide a report of the Agency's finding to the CAR.

(ii) If the CAR does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless EPA, at the request of the CAR, obtains an extension of the 90-day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The CAR shall monitor https://sam.gov/ on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(iii) If the CAR carries out Brownfields cleanup activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the CAR shall insert the appropriate DOL wage determination from https://sam.gov/ into the ordering instrument.

(c) CARs shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a CAR's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the CAR has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the CAR shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The CAR's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract Provisions

(a) The CAR shall insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to DB, the following labor standards provisions.

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the applicable wage determination of the Secretary of Labor which the CAR obtained under the procedures specified in Item 2, above, and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during

such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. CARs shall require that the contractor and subcontractors include the name of the CAR employee or official responsible for monitoring compliance with DB on the poster.

(ii)(A) The CAR, on behalf of EPA, shall require that contracts and subcontracts entered into under this agreement provide that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The EPA Award Official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(ii)(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the CAR agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the CAR to the EPA Award Official. The Award Official will transmit the report to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Award Official or will notify the Award Official within the 30-day period that additional time is necessary.

(ii)(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the CAR do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Award Official shall refer the questions, including the views of all interested parties and the recommendation of the award official, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the Award Official within the 30-day period

that additional time is necessary.

(ii)(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding.

The CAR, upon written request of the Award Official or an authorized representative of the Department of Labor, shall withhold or cause to withhold from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, EPA may, after written notice to the contractor, or CAR take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for

bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the CAR who will maintain the records on behalf of EPA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at https://www.dol.gov/whd/forms/wh347.pdf or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the CAR for transmission to the EPA, if requested by EPA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the CAR.

(ii)(B) Each payroll submitted to the CAR shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR Part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR Part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full

wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(ii)(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(ii)(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, EPA may, after written notice to the contractor, CAR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under

the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this term and condition.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors), the CAR, borrower or subrecipient and EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provisions for Contracts in Excess of $100,000

(a) Contract Work Hours and Safety Standards Act. The ***CAR*** shall insert the following clauses set forth in paragraphs

(a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The ***CAR,*** upon written request of the Award Official or an authorized representative of the Department of Labor, shall withhold or cause to withhold from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (a)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the CAR shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each

such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the CAR shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The CAR shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(3), all interviews must be conducted in confidence. The CAR must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The CAR shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the CAR must conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. CARs must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. CARs shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The CAR shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The CAR shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the CAR must spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. CARs must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the CAR shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The CAR shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) CARs must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at https://www.dol.gov/whd/america2.htm

Technical and Cost Proposal

for the

City of Marquette

Cliffs-Dow EPA Brownfield Cleanup Grant

A Native American Owned Small Business

ISBEE Certified

TRIMEDIA ENVIRONMENTAL & ENGINEERING

Your Priority. **Our Promise.**

TECHNICAL AND COST PROPOSAL

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Appendix I Resumes

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TRIMEDIA ENVIRONMENTAL & ENGINEERING

1. BUSINESS ORGANIZATION

TriMedia Environmental & Engineering Services, LLC (TriMedia) is located at 830 W. Washington Street, Marquette, Michigan 49855. We are a Limited Liability Corporation operating from the State of Michigan. We appreciate having the opportunity to present this *Technical and Cost Proposal* for the Cliffs-Dow Environmental Protection Agency (EPA) Brownfield Cleanup Grant Project. Our physical location, available resources, and experience working on similar projects for other private, public, and institutional clients make our team uniquely qualified for this contract with the City of Marquette (City).

Established in 1995, TriMedia is a Native American-Owned, Indian Small Business Economic Enterprise, operating multiple regional offices. TriMedia provides professional consulting services on complex engineering and scientific subject matter concerns. We successfully complete hundreds of projects for governmental, private, and institutional clients every year under six disciplines including: environmental, industrial hygiene, health & safety, utility services, GIS/mapping, and land surveying. For more information regarding our corporate qualifications, experience, and capabilities please also visit us at www.trimediaee.com.

TriMedia will provide expert, timely, and cost-effective services for this contract. Our staff will work closely with the City to understand project objectives and implement schedules that meet essential time constraints; we will collect necessary data and information in a professional manner to support the project; we will prepare final documents in accordance with state and federal guidelines; and we will communicate our progress every step of the way.

At TriMedia, health and safety are not just priorities, they are core values. We operate under a corporate behavior-based safety concept including regular staff and vendor interactions, including on-going task risk assessments. We have Certified Safety Professionals (CSPs) and Certified Industrial Hygienists (CIHs) to support internal health and safety, as well as project design considerations. As reflected by the following metrics, you can be assured that TriMedia will perform all assigned tasks in a safe and effective manner:

- Total Recordable Incident Rate since 2008 = 0
- Experience Modification Rate = 0.91

TriMedia has extensive experience in the technical, environmental, and economic aspects of projects involving contaminated properties. We also have significant experience with demolition and abatement projects including the successful completion of several power plant abatement, decommissioning, and demolition projects.

TriMedia has successfully completed thousands of projects for governmental, private, and institutional clients in the last 20+ years, including millions of dollars in environmental design and remediation projects for the State of Michigan. Some of TriMedia's most recent and notable contract awards with the State include: *Environmental ISID Contract Numbers 00553 and 00782,* and the *2013 Environmental Expanded Triage ISID Contract Number 0042*. In addition to our State of Michigan contracts, TriMedia has recently completed projects for: the City of Marshall, the City of Livonia, the City of Midland, the City of Marquette, the City of Negaunee, City of East Lansing, City of Taylor, Eastern Upper Peninsula Transportation Authority, Michigan Department of Transportation, Michigan Department of Corrections; the State of Wisconsin Departments of Administration, Commerce, Corrections, Natural Resources, State Facilities, and Transportation; the U.S. Fish & Wildlife Service; U.S. Department of Agriculture; U.S. Army Corps of Engineers; U.S. Geological Survey; U.S. Department of Interior; and U.S. Coast Guard.

2. STATEMENT OF THE PROJECT

TriMedia understands the objectives for this project include preparing a *Remedial Action Plan* (RAP) for submittal to the EPA and the Michigan Department of Environment, Great Lakes, and Energy (EGLE) to outline a remedial approach at the Site. We understand all services provided (and all work by others) are to be done in accordance with the grant requirements. The selected consultant will provide a recommended approach to achieve the project goals and facilitate the selection of a qualified contractor for remediation activities (i.e., in-situ chemical oxidation (ISCO), etc.). The selected consultant will support community involvement activities with information and data and prepare all necessary cleanup planning documentation in conjunction with the selected remediation contractor. The selected consultant will oversee and monitor cleanup activities; prepare all necessary reports to comply with EPA and EGLE requirements; and communicate with EPA, the City, and EGLE as necessary to achieve the goals and objectives of the project.

3. MANAGEMENT SUMMARY

TriMedia will provide project management under this contract including, but not limited to:

- Communicating with City and/or Project Directors to accurately define the scope, deliverables, and identify required project close-out documentation.
- Assigning appropriate and qualified staff to each project and specified task based on the project's scope and deliverables.
- Providing routine project updates and draft documents to appropriate City staff during the development of project scope/specification/construction documents for review and comment prior to finalization.
- Providing contractor procurement, proposal review, contractor recommendation, contract award, coordination, review/negotiate/process change order requests, and review/process payment requests/invoices.
- Scheduling and oversight of field activities, staff, and contractors.
- Performing internal time and expense approvals on a weekly basis.
- Developing/submitting contract documents and pay requests as directed.
- Participating in/overseeing progress meetings with City staff or designated representatives.

TriMedia will provide the necessary written reports, verbal presentations, and documentation required for the successful completion of the project. The following summary provides a general project overview of the services typically provided by TriMedia under this task:

- Conduct a project kick-off meeting to discuss project requirements, establish lines of communication, review relevant documentation, and potential issues related to completion of the project.
- Maintain project records that include field documentation, laboratory results, maps, diagrams, and project documents and revisions.

- Provide detailed monthly invoices and summary work statements in any format deemed necessary by the City.

TriMedia personnel are experienced in the performance of project management and administration tasks, including document development; contractor procurement; value engineering analysis; constructability reviews; critical path schedule preparation, document updating and review; responding to requests for information or clarification; and evaluation of potential contract change orders, including cost and schedule impacts. TriMedia minimizes potential change orders by identifying potential areas of risk or conflict while developing the procurement strategy and project design documents. However, we recognize that unforeseen issues often arise during construction, and we are well prepared to evaluate the issue, determine the reasonable cost and schedule impact, and perform necessary contract negotiations.

TriMedia maintains a strict Quality Assurance / Quality Control (QA/QC) Program to ensure all project data meets the most stringent standards. We place significant priority in the QA/QC of all projects, including internal procedures, employee training, documentation generation, and data evaluation. TriMedia utilizes effective project management, peer review, standard operating procedures, work orders, and equipment maintenance to execute the QA/QC program. TriMedia reviews past work products, regulatory changes, and client feedback. In doing so, TriMedia enforces existing standards, revises the program as needed, and continues the process of improving the accuracy of the final product/deliverable(s).

TriMedia is intent on proving that engineering solutions can be practical and cost-effective and will only charge for services required and expended during the course of a project. Our proven track record reflects a majority of projects that have been completed on-time and within budget. Using Deltek Vantagepoint Software, TriMedia employees input their time and assign their hours to each project number. Other project-related costs, such as sub-contractor invoices, are also input under the same project number. At any time, a Project Manager can have an accurate accounting of all expenses being charged to a project. Invoices are generated and reviewed by Project Management personnel before being submitted to the City for payment.

4. WORK PLAN

TriMedia has performed extensive assessment and monitoring activities associated with the Site since 1999 and is very familiar with the existing conditions, previous reports, scope of the project work and surrounding conditions, and has considered all Federal, State and local laws and regulations that may affect the cost, progress, and performance of the work.

Based on the provided scope of work for the EPA Cleanup Grant project, the following work plan framework has been developed:

1. Project Initiation and Planning
    - Kick-off meeting with all stakeholders (City Staff, EPA, EGLE, etc.).
    - Review and finalize project scope, objectives, and requirements.
    - Identify and secure necessary permits and regulatory approvals.
    - Develop project management plan, including communication protocols, risk management, and QA/QC procedures.
    - Develop initial cleanup plan, site specific quality assurance project plan (SSQAPP), Part 22 Groundwater Discharge Permit exemption.
2. Site Characterization and Assessment
    - Review existing site data, reports, and historical information.
    - Conduct additional site investigations, if necessary (e.g., soil borings, groundwater monitoring wells).
    - Evaluate hydrogeological conditions, groundwater flow patterns, and potential migration pathways.
    - Determine the nature and concentration of contaminants of concern (COCs).
3. Remedial Action Plan Development
    - Evaluate feasible in-situ remediation technologies (i.e., ISCO, bioremediation, air sparging, etc.).
    - Conduct treatability studies and/or pilot tests.
    - Develop a detailed RAP outlining the selected remediation approach.
    - Prepare design specifications, drawings, and engineering calculations.
    - Obtain regulatory approvals for the RAP.

4. Remediation Contractor Procurement
    - Develop a Request for Proposal (RFP) for solicitation of qualified contractor proposals/bids.
    - Review proposal/bid responses to select qualified and cost-effective contractor that will meet project objectives.
    - Perform contractor selection with input from project team.
5. In-Situ Remediation Implementation
    - Implement the selected in-situ remediation technology.
    - Monitor and optimize performance.
    - Conduct groundwater sampling and analysis.
    - Evaluate contaminant concentrations and migration patterns.
6. Monitoring and Reporting
    - Develop and implement an application-specific monitoring plan.
    - Collect and analyze groundwater samples at specified intervals.
    - Prepare and submit periodic monitoring reports to the project team.
    - Evaluate the effectiveness of the remediation efforts.
7. Project Closure and Demobilization
    - Determine when remediation objectives have been achieved (contaminant levels below Mixing-Zone Based GSI Criteria).
    - Prepare a project closure report.
    - Decommission and remove remediation components, if applicable.
    - Conduct site restoration activities (e.g., well abandonment, site grading), if applicable.
8. Project Management and Quality Assurance/Quality Control
    - Manage project schedule, budget, and resources.
    - Conduct regular progress meetings and provide project updates.
    - Implement QA/QC procedures for data collection, analysis, and reporting.
    - Maintain project documentation and records.

The anticipated tasks for the implementation of the EPA Brownfield Cleanup Grant per the RFP are as follows:

Task 1: Evaluation and Procurement

TriMedia will assume primary responsibility to outline the ISCO or alternative remediation contractor procurement process, identify and evaluate capabilities for qualified contractors, develop specifications, performance requirements and evaluation criteria for a RFP, evaluate responses and make a recommendation to City Staff and the City Commission for selection. TriMedia will serve as the Owner's Representative. The deliverable for this project task will include an RFP package to solicit proposals/bids from qualified contractors.

Task 2: Community Involvement

TriMedia will have a significant role in preparing information and reports, participating in the community public input session to discuss the approach and answer questions, interaction with the City attorney. and supporting City staff to establish and maintain an Information Repository as required under the EPA grant. The City anticipates three community public meetings through the Project. TriMedia will develop and provide support material for this project task.

Task 3: Cleanup Planning

TriMedia will be responsible for all required cleanup planning activities. These activities are anticipated to include the development, review, revision, and approval of the following documents: Initial Cleanup Plan, SSQAPP, Part 22 Groundwater Discharge Exemption Permit, and RAP.

Task 4: Cleanup Implementation Oversight

TriMedia will have primary responsibility for the following anticipated activities:

- Design plan review and approval.
- Prepare project specific Health and Safety Plan (HASP).
- Establish objectives, approach, and criteria of effectiveness for a bench scale and pilot study in conjunction with the selected remediation contractor, evaluating bench scale and pilot cleanup results and formulate recommendation for full scale remediation.
- Cleanup implementation oversight, installation inspection and review.
- On-going remediation contractor oversight and documentation.

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Task 5: Monitoring, Evaluation, and Reporting

TriMedia will perform monitoring, evaluation and reporting as outlined in the City of Marquette EPA Cleanup Grant RFP, dated February 15, 2024. The following anticipated activities, as well as any other activities required by EGLE and / or EPA associated with the project are as follows:

- Monitoring and Reporting Plan – preparation of a Monitoring and Reporting Plan for review and approval by EPA and EGLE, including the protocol and approach for sampling and analysis associated with the proposed remediation activities.
- Pilot Cleanup Evaluation – conduct site inspections to ensure compliance with the RAP, collect and analyze samples in accordance with the Monitoring and Reporting Plan, review results and prepare report with recommendations for implementing full scale remediation activities.
- Cleanup Evaluation – conduct site inspections to ensure compliance with RAP, collect and analyze samples in accordance with the Monitoring and Reporting Plan, review results and prepare final Monitoring Report and Cleanup documentation.

5. AUTHORIZED NEGOTIATORS

By action of its duly elected Board of Directors, TriMedia has elected Mr. Robert R. Lehto (906-228-5125) as its President and Mr. Thomas L. Anthos (906-228-5125) as its Vice President. These individuals have been granted the authority to contractually bind TriMedia. Based on our review of the proposed Master Services Agreement, TriMedia agrees to abide by the terms and conditions contained therein.

6. PRIOR EXPERIENCE DISCLOSURE

TriMedia has been selected by both municipalities and developers as they plan, develop, and implement projects involving the safe re-use of contaminated property. Some of the notable organizations include the City of Marquette and the effort to redevelop the former Cliffs-Dow property and the South and West Railyard properties; the City of Sault Ste. Marie involving re-development of the former Union-Carbide brownfield site; O'Dovero Development and Negaunee Township and its re-use of the former Marquette County Airport; Marquette County and the redevelopment of the former Pellestar property and its inventory of underutilized properties within the County; the Cummins Group/Lakeshore Park Place, LLC, and its redevelopment of the former

Lake Shore Inc. site (Marquette) into luxury townhomes and condominiums; and the City of Munising with redevelopment of brownfield properties along the lakefront.

Our environmental experience is broad and extensive. Project management, budgeting, and scheduling experience includes coordination with a variety of governmental agencies, public and private entities, and developers. A representative summary of TriMedia project experience with tasks similar to those anticipated for this contract is presented below along with references. Please contact any one of them for a better understanding of the quality of our professional services.

TriMedia Project: Lake Superior State University

Client: Lake Superior State University, Stacey Charles, scharles1@lssu.edu

Description: TriMedia was contracted by LSSU as the environmental consultant for the Center for Freshwater Research and Education (CFRE) Brownfield Redevelopment Project. LSSU sought to redevelop a portion of the former Union Carbide properties at East Portage Avenue and Salmon Run Way in Sault Ste. Marie. On behalf of LSSU, the City of Sault Ste. Marie Brownfield Redevelopment Authority applied for and received an EGLE Brownfield Grant and Loan to fund environmental response activities, lead and asbestos abatement, and demolition. TriMedia performed investigation and sampling activities under the brownfield eligible activity, "Assessment and Investigation," in order to develop appropriate due care activities before and during construction at the historical site. The environmental investigation sought to quantify potential risk across the site with regards to utility corridors and the proposed building footprint, and 27 soil test pits were excavated from which soil and groundwater samples were collected. Based on laboratory results, TriMedia performed waste characterization of the future excavated material which supported remediation of site impacts through disposal of excavated material at an approved offsite disposal facility.

Laboratory results also indicated mercury was a chemical of concern for the vapor intrusion pathway. TriMedia pursued the installation of a vapor barrier with a passive venting system that could be converted to an active venting system as an option for addressing mercury and the vapor intrusion pathway. Given the time constraints of the project and the active construction conditions, the vapor mitigation design and installation work were completed outside of the EGLE Loan and

Grant funding. TriMedia provided third-party oversight of the vapor intrusion mitigation system installation in December 2020.

TriMedia Project: LifePoint Hospital

Client: Duke LifePoint Hospital, Greg Zarnick, 615.920.7313, greg.zarnick@lifepointhealth.net

Description: TriMedia was contracted by Duke LifePoint to provide due diligence services of three properties in Marquette, Michigan. The effort was part of their evaluation to select new property for the construction of a $500 million hospital facility. TriMedia prepared a Phase I Environmental Site Assessment (ESA) of the properties. Multiple recognized environmental conditions (REC) were identified, most notably historic rail operations and suspected off-site contaminant migration. As a result, a Phase II ESA was initiated. The Phase II ESA included advancement of multiple borings to collect soil and groundwater samples. Direct push drilling (track-mounted Geoprobe®) was used to advance borings and install groundwater monitoring wells at key areas throughout the site, allowing for the assessment of potential contamination. A Phase II ESA report was written upon completion of field activities, analysis, and receipt of analytical sample data.

Utilizing the results of the ESA's and background data acquired, TriMedia developed a Baseline Environmental Assessment (BEA) for the site. TriMedia also assisted the client and the city with preparing an Act 381 Brownfield Work Plan. Duke LifePoint moved forward with the demolition of existing facilities to construct the new hospital. TriMedia was retained to provide environmental and safety oversight during the construction phase, including oversight of remedial excavation work in impacted areas, waste characterization and landfill approvals, dust monitoring, preparing Soil Erosion and Sedimentation Control permits, and hazardous materials assessment prior to demolition of the facilities. TriMedia has also prepared three Phase I ESA's and one BEA for adjacent properties. Two of the adjacent properties required hazardous material assessments prior to demolition.

TriMedia Project: Brownfield Redevelopment

Client: City of Marquette, Michigan, City Manager

Description: TriMedia conducted an assessment of contaminated groundwater at the former Cliffs-Dow property located on the shore of Lake Superior. This federal CERCLA project required the completion of a Groundwater-Surface Water Interface (GSI) assessment to verify whether contaminated groundwater was venting to Lake Superior. The project site was historically used

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to manufacture charcoal pig iron until 1930, and later wood processing operations were installed to manufacture charcoal and related by-products including pyroligneous acid, methanol and acetic acid. TriMedia's responsibilities involved completion of the GSI investigation and assessment, including sampling and analytical analysis of groundwater samples and the preliminary development of an Industrial Closure request under the requirements stipulated in Part 201, Environmental Remediation, of the Michigan *Natural Resources and Environmental Protection Act* (NREPA), Public Act 451 of 1994, as amended.

TriMedia Project: South and West Railyard Redevelopment

Client: City of Marquette, Michigan, City Manager

Description: TriMedia was retained by the City of Marquette to support redevelopment of over 40 acres of historic industrial property. The project was completed under the requirements stipulated by EGLE as part of its *Site Assessment Fund* program. These requirements, as well as those imposed by the City of Marquette, included development of technical Work Plans and budgets, formulation and presentation of a public education program, presentations to the City Commission, coordination with EGLE representatives, negotiation with the responsible party regarding existing liability and cost recovery, and project documentation and reporting required by the SAF program. TriMedia assisted the City in its development of a Clean Michigan Initiative Site Assessment Fund Grant application. TriMedia completed a *Phase I ESA*, identifying over 190 Recognized Environmental Conditions. An invasive sampling program was designed and completed by TriMedia involving the installation of 117 soil borings and 24 monitor wells for purposes of collecting 178 samples. Following completion of the field work, TriMedia authored a *BEA* and *Section 7a Compliance Analysis* governing safe re-use of the property. Ultimately, redevelopment of this property will include recreational, residential, commercial, and/or light industrial uses. Given the size of the property parcels, TriMedia utilized GIS technology to conduct and document environmental conditions affecting re-use. The environmental assessment and land-use planning phases of the project are complete. The GIS data is currently being utilized to facilitate completion of site engineering and related construction activities.

TriMedia Project: Gas Station Site

Client: Zurich Insurance Company, Chris Hagerman, christopher.hagerman@zurichna.com

TriMedia was retained by the insurance carrier for a gas station site in Negaunee, Michigan to provide professional environmental consulting services associated with the suspected release of

gasoline from a UST system. Initial assessment activities performed by TriMedia confirmed that a release had occurred. TriMedia then conducted a remedial investigation at the site that included the advancement of numerous soil borings and installation of groundwater monitoring wells to define the extent of vertical and horizontal soil and groundwater impacts. Reporting submitted to EGLE includes an Initial Assessment Report (IAR), a FAR, and quarterly monitoring reports in accordance with Part 213. As a means to address areas of groundwater contamination, a Corrective Action Plan was developed that detailed the use of ISCO as a remediation approach. Upon approval of the plan and the completion of bench scale and pilot treatability studies, a series of full ISCO events were performed to chemically oxidize groundwater contaminants and enhance aerobic bioremediation. Performance of ISCO remediation activities have reduced groundwater contaminants to concentrations in which the site is eligible for regulatory closure.

As demonstrated above, TriMedia has an established project history of working with municipalities, regulatory agencies, property developers and the general public. In a number of instances, our work has been directly guided by EGLE under current EPA authority, and in other instances our work has been successfully completed in compliance with various Michigan grants.

7. PERSONNEL

TriMedia's goal is to provide the greatest value for our clients. We accomplish this, due in no small part to a support staff that is highly specialized and skilled, who ensure project details are handled correctly and efficiently. TriMedia will provide an appropriately licensed, experienced, and technically proficient project team to complete the project. Project supervision will be provided by Mr. Ryan Whaley, Environmental Manager. Other TriMedia staff with commensurate credentials will be utilized to assist with specific tasks. Qualifications for the following project team members are included in *Appendix I: Resumes*.

NAME	TITLE	ESTIMATED HOURS
1. Ryan J. Whaley, CHMM, REHS	Environmental Manager	88
2. James A. DeLiefde, EIT	Project Environmental Engineer	184
3. Dan A. Deaton, PE	Project Environmental Engineer	216
4. Helen A. Amiri, EIT	Staff Environmental Engineer	46
5. Ken G. Kaiser, GISP	GIS Manager / Brownfield Redevelopment Authority	54

NAME	TITLE	ESTIMATED HOURS
6. Michele L. Thomas	Project Coordinator	57
7. Nick A. Kosinski	Senior Field Technician	40

Given the resources that TriMedia maintains in-house (e.g., drilling, equipment, staffing), it is not anticipated that subcontractors will be used to complete project work. TriMedia recognizes that analytical laboratories may be needed for portions of the project work. Those selected laboratories will maintain the appropriate state certifications and requirements to complete project work. If other subcontractors are deemed necessary for project-specific tasks, TriMedia will seek approval from the City in advance.

8. TIME FRAME AND PROPOSED SCHEDULE

TriMedia understands the project is expected to begin April 1, 2024, and be completed by September 30, 2025. We will meet project assignment requirements by adhering to a schedule and clearly communicating with City project representatives throughout the project. At the beginning of the project, TriMedia's point of contact will discuss with the City specific project goals and expectations. These goals will be translated to a published schedule with subtasks relevant to the project for review by the project team. TriMedia will track project progress and provide project stakeholders with relevant updates to the project schedule. We conduct project progress meetings routinely with project managers and specific staff members to ensure labor allocation, equipment availability, timelines, expectations, and goals are being met.

The proposed project schedule is as follows:

TASK	START DATE	END DATE
Task 1: Evaluation and Procurement		
Project kick off	4/1/24	4/5/24
Identify and evaluate contractor capabilities	4/8/24	5/7/24
Develop specifications, performance requirements and evaluation criteria for RFP	4/22/24	5/15/24
RFP Dissemination and Response Period	5/15/24	6/14/24
Contractor recommendation to City	6/14/24	6/21/24
Task 1 Estimated Number of Staff Hours		65
Task 2: Community Involvement		
Prepare information and reports	4/8/24	6/30/25
Participate in the community public input sessions (3)	4/29/24	6/1/25

Task 2 Estimated Number of Staff Hours		32
Task 3: Cleanup Planning		
Initial Cleanup Plan	5/1/24	6/14/24
Site Specific Quality Assurance Project Plan	5/1/24	6/2/24
Part 22 Groundwater Discharge Exemption Permit	5/1/24	6/2/24
Remedial Action Plan	5/1/24	6/14/24
Task 3 Estimated Number of Staff Hours		224
Task 4: Cleanup Implementation Oversight		
Design plan review and approval	7/1/24	7/31/24
Prepare Health and Safety Plan	6/21/24	7/5/2024
Bench, pilot scale study and recommendation for full scale remediation	7/12/24	8/30/24
Cleanup implementation oversight, installation inspection and review	10/7/24	12/30/24
On-going Cleanup contractor oversight	7/12/24	12/30/24
Task 4 Estimated Number of Staff Hours		182
Task 5: Monitoring, Evaluation and Reporting		
Monitoring and Reporting Plan	5/1/24	7/1/24
Pilot Cleanup Evaluation	8/30/24	9/27/24
Cleanup Evaluation	12/30/24	9/1/25
Task 5 Estimated Number of Staff Hours		182

9. COST AND PRICE ANALYSIS

In an effort to provide the City with a reasonable means of estimating expenses for the project, TriMedia proposes to complete the aforementioned tasks on a time and expense basis for the not-to-exceed fee of **$125,000.00**. In no case will the project estimate be exceeded unless so authorized by the City, in writing. In this way, should some of the project contingencies not be necessary, the City will limit expenses related to this project because TriMedia will only invoice for costs incurred. The project cost is further defined as follows:

TASK DESCRIPTION	COST
Task 1: Procurement	$11,200.00
Task 2: Community Involvement	$5,600.00
Task 3: Cleanup Planning	$38,720.00
Task 4: Cleanup Implementation Oversight	$31,210.00
Task 5: Monitoring, Evaluation and Reporting	$28,110.00
Expenses	$10,160.00
Total	$125,000.00

This cost and price analysis is submitted in full compliance with the provision of the paragraph titled 'Independent Price Determination' in Part V of the RFP to which this proposal is a response.

10. ADDITIONAL INFORMATION

TriMedia has a proven track record of successful projects of this type; is familiar with the contractor market in the region; is well versed in Federal and State of Michigan requirements; and well respected by regulators and contractors alike. TriMedia's geographical location coupled with its experience and expertise make it well positioned to best serve the needs of the City to oversee all aspects of the contract. Considering the nature of the services we propose to provide, we believe value (experience and technical approach) and proven ability should weigh heavily in the selection process.

Your Priority. Our Promise. On behalf of the professional staff at TriMedia, we look forward to your review and the opportunity to be of service on this project. If additional information is required, please contact us at (906) 228-5125.

APPENDIX I

RESUMES

Ryan J. Whaley, CHMM, REHS
Environmental Manager
rwhaley@trimediaee.com

Summary of Professional Experience

Mr. Ryan Whaley serves as manager for the environmental team. Over the course of his 20-year career, Mr. Whaley has managed all aspects of site assessment, contaminant clean-up, regulatory compliance assessment, and natural resource and environmental management projects. He has a working knowledge of state and federal regulations/guidelines associated with a wide range of environmental and natural resource projects.

Mr. Whaley has considerable experience in the environmental and regulatory compliance industry. Areas of expertise include: underground storage tank management, site characterization and investigation, remediation, environmental monitoring and permitting, waste management, brownfield redevelopment, environmental drilling and investigation and cleanup of accidental spills.

Prior to joining TriMedia in 2007, he was the Noncommunity Public and Private Water Supply Coordinator for the Luce-Mackinac-Alger-Schoolcraft District Health Department.

Certifications

- Certified Hazardous Material Manager – Institute of Hazardous Material Management
- Registered Environmental Health Specialist/Registered Sanitarian – National Environmental Health Association
- OSHA 40-Hour Hazardous Waste Operation and Emergency Response
- OSHA 30-Hour Construction Safety and Health
- MSHA Experienced Miner Training – Metal and Non-Metal, Aboveground

Affiliations

- Michigan Association of Hazardous Materials Professionals
- Alliance of Hazardous Materials Professionals
- Michigan Association of Environmental Professionals

Education

- B.S. – Natural Resources & Environmental Management, Ball State University, Muncie, Indiana.

Areas of Specialty

- Environmental Due Diligence
- Regulatory Compliance
- Soil & Groundwater Remediation
- Brownfield Redevelopment
- Hazardous Waste Management/Waste Minimization
- Environmental Drilling
- Risk Assessment
- Natural Resources Management
- Compliance Assessments
- Emergency Response/ Accidental Spills
- Facility Audits

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James A. DeLiefde, EIT
Project Environmental Engineer
jdeliefde@trimediaee.com

Summary of Professional Experience

Mr. DeLiefde is an environmental engineer with a strong background in environmental studies and engineering, research, laboratory analysis, and the use of the latest environmental computer resources and programs.

As a Project Engineer with TriMedia, Mr. DeLiefde has conducted air, noise, and vibration monitoring during large scale construction and remediation projects. Mr. DeLiefde has managed soil, groundwater, and vapor intrusion assessments on a variety of projects regulated under MI Part 201 and 213 programs.

He is proficient in the use, calibration, and maintenance of environmental instrumentation, including photoionization devices, water level probes and interface probes, water quality meters, Trimble data collection devices, combustible gas meters, and select utility locating devices including electromagnetic locators and ground penetrating radars.

Mr. DeLiefde's efforts also focus on environmental compliance, risk assessment, contaminant clean-up, and remedial treatment system operation and maintenance. He assists senior personnel on environmental projects throughout the Midwest. He has provided contractor oversight during in-situ remedial discharges to enhance microbial biodegradation, and the installation and retrofitting of groundwater and soil remediation systems, including excavation and back filling activities.

Certifications

- E.I.T., State of Michigan
- American Red Cross First Aid and CPR
- OSHA 40-Hour Hazardous Waste Operations and Emergency Response
- OSHA 30-Hour for General Industry
- State of Michigan Storm Water Management Operator-Construction Site A-1j
- State of Michigan Industrial and Commercial Waste Water Treatment Plant Operator Certification A-2d (air stripping) and B-3b (carbon adsorption).

Education

- B.S. – Environmental Engineering, Michigan Technological University, Houghton, Michigan

Areas of Specialty

- Site Investigation
- Remedial Treatment System Operation, Maintenance and Installation
- Environmental Software & Programs
- Hazardous Waste Management/Waste Minimization
- Environmental Assessments
- Environmental Audits
- Environmental Sampling and Monitoring
- Emergency Response

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Daniel A. Deaton, PE
Project Engineer
ddeaton@trimediaee.com

Summary of Professional Experience

Mr. Daniel Deaton is an environmental engineer with six years of experience working on environmental compliance projects, consulting, project leadership, and data analysis for manufacturing and mining industries.

Mr. Deaton provides environmental consulting by supervising environmental due diligence, regulatory compliance, lead-containing paint removal, asbestos consulting, and brownfield redevelopment projects.

Mr. Deaton has specialized skills associated with PARCview - enterprise resource planning software, PI processbook - software that allows creation of dynamic, interactive graphics and trends with real-time data, SAP - enterprise resource planning software, Hach Water Information Management Solution - water information system used to capture data for reporting, analysis and monitoring of common industrial water processes, Proficy - data management software that collects and analyzes data, and Microsoft 365.

Prior to joining TriMedia, he was an Environmental Engineer in the steel mill / aggregate mining industry where he provided environmental compliance support for 15 domestic steel mill services sites and provided input on initial site design and permitting for additional expansions at existing operations.

Certifications

- Professional Engineer License No. 6201309887
- Industrial Storm Water Operator No. 15650

Education

- B.S. – Environmental Engineering, Michigan Technological University, Houghton, Michigan.

Areas of Specialty

- Industrial Stormwater Compliance and Permitting
- NPDES Compliance and Permitting
- Groundwater Monitoring and Reporting
- Potable Water Monitoring and Reporting
- SPCC – Spill Prevention, Control and Countermeasure
- PIPP – Pollution Incident Prevention Plan
- FRP – Facility Response Plan
- SARA 311/312/313 (TRI)
- Waste Characterization
- TSCA Reporting
- CERCLA Reporting
- DMR
- DMR-QA
- Solid and Hazardous Waste Compliance
  - Landfill Management, Compliance and Reporting
  - Universal Waste
  - Hazardous Waste
  - Biosolids Management
- Emergency Preparedness and Response Plans
- Air permit renewals

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Helen Amiri, E.I.T
Staff Engineer
hamiri@trimediaee.com

Summary of Professional Experience

Ms. Helen Amiri is an environmental engineer with an extensive educational background. As part of her master's program, she served in the South Pacific as a Peace Corps Water and Sanitation Hygiene Specialist, working with rural island communities, government agencies, and international nongovernmental organizations to improve water and sanitation infrastructure.

Ms. Amiri has experience which includes consulting with industry for stormwater compliance, wastewater treatment and hazardous material disposal. She has experience writing Phase I Environmental Site Assessments and has assisted with air quality compliance reporting. She has written environmental baselines to establish conservation easements and has experience performing conservation compliance monitoring.

Ms. Amiri has years of experience in drilling environments, supporting domestic well water and geotechnical drilling teams in isolated settings. Prior to joining TriMedia, she co-owned a drilling company in Vanuatu, where she coordinated with diverse teams on a variety of development projects.

Certifications

- E.I.T., State of Michigan
- OSHA 40-Hour Hazardous Waste Operation and Emergency Response (HAZWOPER)
- MSHA Experienced Miner – Metal and Non-Metal - Aboveground
- Storm Water Operator – Construction Sites (#23518)
- Storm Water Operator – Industrial Sites (#18931)
- CPR/AED Certified, American Heart Association

Education

- M.S. – Environmental Engineering, Michigan Technological University, Houghton, Michigan.
- Graduate Certificate – Sustainable Water Resource Systems, Michigan Technological University, Houghton, Michigan.
- M.A. (Hons.) – International Relations and Film Studies, University of St. Andrews, St. Andrews, United Kingdom.

Areas of Specialty

- Environmental Due Diligence
- Regulatory Compliance
- Environmental Drilling
- Risk Assessment
- Natural Resources Management
- Compliance Assessments
- Environmental Sampling and Monitoring
- Emergency Response

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Ken G. Kaiser, GISP
GIS Manager
kkaiser@trimediaee.com

Summary of Professional Experience

Mr. Kaiser serves as Geographic Information Systems (GIS) Manager providing Geospatial Data services at TriMedia. He has over 20 years of experience with the last 17 being as a GIS consultant. Previous to that, Mr. Kaiser served as both GIS Director and GIS Specialist at the County and City Government level. He also has a strong background in custom field data collection apps, custom web maps, and data dashboards.

Mr. Kaiser has managed a wide variety of GIS projects. While at Marquette and Ottawa Counties, he managed the implementation of GIS across all county departments. While at the City of Marquette, he developed the initial GIS and integrated it into multiple departments. As a GIS consultant, he has managed many GIS projects such as transportation feasibility studies, environmental site historic data management, E-911 GIS/GPS integration, wind farm siting, project metrics, enterprise GIS planning and integration, high hazard dam flood inundation mapping, utility mapping, field data collection/GIS integration, and large scale environmental response geospatial data management.

Certifications

- Geographic Information Systems Professional (GISP)
- ESRI ArcIMS
- ESRI ArcSDE
- Zoning Administration
- OSHA 40-Hour Hazardous Waste Operation and Emergency Response

Education

- B.S. – Earth Science, Northern Michigan University, Marquette, Michigan
- Graduate Studies –GIS/Resource Analysis, Saint Mary's University, Winona, Minnesota

Areas of Specialty

- Geographic Information Systems
- GIS Software Integration
- Emergency Response GIS
- GIS Implementation Planning
- GPS Field Data Collection Apps
- Geospatial Data Management and Design
- Parcel Mapping
- E-911 Data Collection and Implementation
- Location Analysis
- Facilities Mapping
- Cemetery Mapping
- Project Metrics/Dashboards
- Comprehensive Planning and Zoning

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Michele L. Thomas
Project Coordinator
mthomas@trimediaee.com

Summary of Professional Experience

Ms. Thomas has a strong background and experience as a project coordinator and cost controls analyst. She brings administrative expertise, leadership, communication, and organizational skill to her position and in service to TriMedia clientele.

As Project Coordinator, responsibilities include compiling and formatting project information and data consistent with TriMedia's Quality Assurance/Quality Control standards. Specific duties include preparing outgoing documents, field data entry, and the tracking and coordinating of field assignments. In addition, she is cost analyst for a multi-million-dollar project.

Ms. Thomas is proficient in many of the latest computer software applications. She coordinates, manages, and records site-specific information and data, including analytical laboratory documentation, project correspondence, field measurements and analytical analysis, as well as provides cost controls including work order management and accounting processing. She is involved with many aspects of client service and administration.

Ms. Thomas has an extensive background in administration and facilities management for engineering and environmental firms. Prior to joining TriMedia she served as a Regional Facilities Manager and managed several administrative offices. Her effective communication and organization skills make Ms. Thomas a great asset to both TriMedia and our clients.

Education

- A.A. Business Management – Northern Michigan University

Areas of Specialty

- Quality Assurance/Quality Control
- Cost Control
- Report Data Dissemination
- Computer Applications: MicroSoft Word, Excel, Access, Power Point
- Client Service
- Facilities Management
- Written Communication
- Internal Policies and Procedures

TRIMEDIA
ENVIRONMENTAL & ENGINEERING

Nicholas A. Kosinski
Senior Field Technician and
Drilling Manager
nkosinski@trimediaee.com

Summary of Professional Experience

Mr. Kosinski specializes in the application of environmental field activities and accurate data collection. He is particularly experienced with environmental drilling techniques and possesses expertise in the advancement of soil borings and the installation of monitoring wells in accordance with applicable regulations as well as various sampling methods and applications. He is skilled in the safe use and maintenance of drilling equipment to ensure on-site safety and efficiency, having led direct push and hollow stem auger environmental drilling initiatives at sites throughout the United States.

Additionally, Mr. Kosinski has worked extensively on emergency chemical and petroleum product spills, most recently on crude oil pipeline releases in Grand Marsh, WI and Marshall, MI. He managed environmental drilling activities in Grand Marsh and served as an Environmental Inspector during submerged oil clean-up activities on the Kalamazoo River (Marshall) spill - one of the largest pipeline releases in Midwest history.

As an experienced environmental professional, Mr. Kosinski routinely leads and assists with contamination investigations, environmental monitoring, waste management, and operation and maintenance of remedial treatment systems. He is proficient in the use, calibration and maintenance of environmental instrumentation, including photoionization devices, water level probes and interface probes, water quality meters, data loggers, and combustible gas meters among others.

Education

- B.S. – Environmental Science and Conservation, Northern Michigan University, Marquette, Michigan

Certifications

- OSHA 40-Hour Hazardous Waste Operation and Emergency Response
- OSHA 30-Hour Construction Safety and Health
- MSHA (surface)
- Operator Qualification (OQ) Covered Tasks – Locate Line, Install Temporary Marker, Inspect and Maintain Temporary Marker, General Abnormal Operating Conditions
- Veriforce (OQ) Covered Tasks – Locate Line, Install Temporary Marker, Inspect and Maintain Temporary Marker, General Abnormal Operating Conditions
- Geographic Information Systems (Certificate)
- North Dakota Certified Monitoring Well Contractor

Areas of Specialty

- Environmental Drilling (Direct Push and Hollow Stem Auger and Geotechnical drilling) Techniques
- Managing Environmental Drilling Activities
- Safe Use and Maintenance of Drilling Machinery
- Installation of Monitoring Wells
- Ditch Witch Hydrovac operator
- Monitoring Well Abandonment
- Groundwater, Soil, Sludge and Waste Sampling
- Groundwater dating
- Surface water monitoring and flow data collection
- Environmental and Geotechnical Subsurface Investigations
- Remedial Treatment System Construction, Operation and Maintenance
- Emergency Spill Response
- Four-Way Sweeps
- Utility Locating
- Safety Inspector
- Environmental inspector
- Survey123
- Community air monitoring

A Native American Owned Small Business ISBE Certified
TRIMEDIA ENVIRONMENTAL & ENGINEERING

ENVIRONMENTAL

Spill Response
Brownfield Redevelopment
Remedial Treatment Systems
Hazardous Waste Management
Property Due Diligence/Permitting
Wetlands Management
Permitting

INDUSTRIAL HYGIENE

Air Sampling
Risk Assessments
Personnel Monitoring
Community Air Monitoring
Hearing Conservation
Building Contaminant Assessments
-Asbestos, Mold, Mercury, Lead

HEALTH & SAFETY

Safety Audits
Project Safety Oversight
Employee/Work Task Safety
Written Safety Programs
Employee Training
ISO 1900 Assessments
OSHA Mitigation

UTILITY SERVICES

Engineering Design and Support
Utility Locating/4-Way Sweep and GPR
Land Surveying
GIS Mapping
CADD Services
Ground Disturbance Coordination
Hydrostatic Testing
Drone Work
Field Inspection

GEOSPATIAL DATA (GIS) SERVICES

GIS Planning/Budgeting
Parcel/Tax Mapping
E-911 Mapping
Database Development
Data Management
CAD Data Conversion & Integration
Aerial Photo Acquisition & Interpretation

SURVEYING

Construction Surveying
Boundary Surveying
GPS Machine Controls
Geodetic & Control Surveys
Topographic Surveying
Bathymetric Surveying
ALTA Surveys

Agenda Date: 4/29/2024

New Business
Proposed Charter Amendments - Roll Call Vote

BACKGROUND:

Section 13-7 of the Marquette City Charter states, “Every ten years the city commission shall appoint a charter study group. The charter study group shall review this charter and make recommendations for changes in this charter. The charter study group shall make its recommendations within one year after appointment.”

In December of 2022, the City Commission appointed a Charter Study Group, in accordance with this section. That group, comprised of the City Manager, City Attorney and City Clerk conducted an in-depth, chapter-by-chapter review of the City Charter, which resulted in the short list of recommended amendments that was presented to the Commission in the fall of 2023.

Following a public hearing in October of 2023, the Commission directed staff to draft ballot language for the proposed amendments.

Staff is now recommending five amendments to the City Charter, with resolutions included with this item.

In summary, the proposed amendments would:

1. Remove the requirement that the City Commission hold a meeting at 7 p.m. on the Monday following each regular city election, and stipulate that the commencement of each new commissioner’s term begins at the first regular meeting following the election.
2. Clarify anti-nepotism language to include the spouse of the city manager, the spouse of the Marquette Board of Light and Power (BLP) director, and the spouses of elective officials to the list of those disqualified from being employed by or holding any appointive office for the BLP or City during the term for which said elective official was elected or during the tenure of office of the city manager or BLP director respectively.
3. Remove term limits for boards and committees appointed by the city commission.
4. Indicate that all regular city elections be held at the time provided by State law and remove all primary elections for city offices.
5. Stipulate that within 20 days of the city commission approving any ordinance, the city must publish in a newspaper a digest, summary or statement of purpose of the ordinance, as well as a statement indicating where full-text copies of the ordinance can be found.

Once approved by the City Commission, the proposed City Charter amendments will be reviewed by the offices of the Michigan Governor and Attorney General. The proposed amendments would ultimately be presented to voters at the November 5, 2024 Presidential Election.

FISCAL EFFECT:

None by this action.

RECOMMENDATION:

Adopt the five resolutions proposing city charter amendments.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Charter Resolution 1 - Meeting Time
- Charter Resolution 2 - Spouses
- Charter Resolution 3 - Term Limits
- Charter Resolution 4 - Elections
- Charter Resolution 5 - Ordinance Publication

Resolution Proposing City Charter Amendments to Eliminate Calendar Requirements for Commission Regular Meetings and for the Commencement of Terms of Office

At the regular meeting of the City Commission of the City of Marquette, County of Marquette, State of Michigan, held on the 29th day of April 2024, at 6:00 o'clock p.m., prevailing Eastern Time.

PRESENT: _____

_____

ABSENT: _____

The following preamble and resolution were offered by Commissioner _____ and supported by Commissioner _____.

WHEREAS, Marquette City Charter Sec. 13-7 requires that "Every ten years the city commission shall appoint a charter study group. The charter study group shall review this charter and make recommendations for changes in this charter. The charter study group shall make its recommendations within one year after appointment"; and

WHEREAS, at the December 19, 2022 regular meeting, the City Commission appointed the City Manager, City Attorney, and City Clerk to the charter study group; and

WHEREAS, at the City Commission's September 11, 2023 regular meeting, the charter study group provided recommendations for several amendments to the City Charter; and

WHEREAS, Section 21 of the Home Rule City Act, MCL 117.21, as amended, provides that the legislative body of a city may propose, by a vote of 3/5 of its members, an amendment to an existing city charter; and

WHEREAS, Section 21 details the procedure for submitting proposed charter amendments to the electors of the city for approval; and

WHEREAS, it is necessary to amend Section 2-6 of Chapter 2 and Section 4-5 of Chapter 4 of the City Charter to provide for the recommended changes;

NOW THEREFORE BE IT RESOLVED THAT:

1. The City Commission hereby proposes that Section 2-6 of Chapter 2 of the Charter of the City of Marquette, shall be amended as follows:

   Sec. 2-6. – Regular meetings.

The city commission shall provide by resolution for the time and place of its regular meetings and shall hold at least two regular meetings each month. ~~A regular meeting shall be held at 7:00 p.m. at the then prevailing local time on the Monday next following each regular city election.~~

2. The City Commission hereby proposes that Section 4-5(d) of Chapter 4 of the City Charter shall be amended as follows:

   Sec. 4-5. – Elected offices.

   (d) The term of office of each elected officer shall commence at ~~7:00 p.m. on the Monday following the regular city election at which the officer is elected.~~ THE FIRST REGULAR MEETING FOLLOWING A REGULAR CITY ELECTION.

3. The provisions of the existing Chapter 2 and Chapter 4 of the City Charter to be altered or abrogated by the proposed amendment, if adopted, now reads as set forth in Exhibit A attached hereto.

4. The proposed amendment of Chapter 2 and Chapter 4 of the City Charter shall be submitted to the electors in the following form:

PROPOSED AMENDMENT OF SECTION 2-6 OF CHAPTER 2 AND SECTION 4-5 OF CHAPTER 4 OF THE CITY CHARTER OF THE CITY OF MARQUETTE.

Shall Section 2-6 of Chapter 2 and Section 4-5 of Chapter 4 of the Marquette City Charter be amended to remove the requirement that the City Commission hold a meeting at 7 p.m. on the Monday following each regular city election, and to stipulate that the commencement of each new commissioner's term begins at the first regular meeting following the election?

5. Copies of the proposed amendment shall be transmitted to the Governor of the State of Michigan for her approval, as required by law.

6. Copies of the proposed amendment shall be transmitted to the Attorney General of the State of Michigan for her approval, as required by law.

7. The proposed amendment shall be, and the same is hereby ordered to be, submitted to a vote of the qualified electors of the City of Marquette at an election to be held in the city on Tuesday, November 5, 2024. The ballot wording of the proposed amendment is hereby certified to the City Clerk and to the Marquette County Clerk. The City Clerk is hereby authorized and directed to file this order and/or complete any such forms, certificates or documents as may be required by the County Clerk to evidence the foregoing certification and/or submission by no later than 4:00 p.m. prevailing Eastern Time on August 13, 2024.

8. The City Clerk and the County Clerk are hereby authorized and directed to (a) post and publish notice of election required Michigan Election Law, MCL 168.1 et seq., as amended; and (b) have prepared and printed, as provided by Michigan Election Law, ballots for submitting the proposal at the election, which ballots shall contain the proposal appearing herein, or the proposition shall be stated as a proposal on the voting machines, which ballots may include other matters presented to the electorate on the same date.

9. The proposed amendment shall be published in full together with the existing City Charter provisions which would be altered or abrogated thereby as part of the notice of election.

10. The canvass and determination of votes of the proposed amendment shall be made in accordance with the laws of the State of Michigan and the City Charter of the City of Marquette.

11. This resolution shall have immediate effect.

12. All resolutions and parts of resolutions insofar as they conflict with provisions of this resolution be and the same hereby are rescinded.

AYES: _____

_____

NAYS: _____

_____

RESOLUTION DECLARED ADOPTED.

_____
Kyle Whitney, City Clerk

I HEREBY CERTIFY that the attached is a true and complete copy of a resolution adopted by the City Commission of the City of Marquette, County of Marquette, State of Michigan, at a regular meeting held on April 29, 2024, and that the meeting was conducted and public notice of meeting was given pursuant to the Michigan Open Meetings Act (MCL 15.261 et seq), and that the minutes of the meeting were kept and will be or have been made available as required by the act.

_____
Kyle Whitney, City Clerk

EXHIBIT A

PROVISIONS OF EXISITNG CHAPTER 2 AND CHAPTER 4 OF THE CITY CHARTER TO BE ALTERED OR ABROGRATED BY PROPOSED CHARTER AMENDMENT

Chapter 2 – CITY COMMISSION

Sec. 2-6. – Regular meetings.

The city commission shall provide by resolution for the time and place of its regular meetings and shall hold at least two regular meetings each month.

Chapter 4 – ELECTIONS

Sec. 4-5 – Elected Offices.

(a) The elective officers of the city shall be seven city commissioners and five members of the board of light and power, nominated and elected at large by the qualified and registered electors of the city.

(b) Each city commissioner shall be elected for a term of three years. No city commissioner shall serve more than two consecutive terms in office, except that a city commissioner appointed to fill a vacated office may, at the expiration of the appointed term of office, seek election to not more than two consecutive terms of office. A city commissioner who has served two consecutive terms in office may not hold city elective office until at least two years shall have elapsed after the end of the city commissioner's term of office and the new term of office does not begin until two years have elapsed.

(c) Members of the board of light and power shall be elected for terms of three years. No member of the board of light and power may serve more than two consecutive terms in office except that a board member appointed to fill a vacated office may, at the expiration of the appointive term of office, seek election to not more than two consecutive terms of office. A board member who has served two consecutive terms in office may not hold city elective office until at least two years shall have elapsed after the end of the member's term of office.

(d) The term of office of each elected officer shall commence at the first meeting following a regular city election.

Resolution Proposing City Charter Amendments to Clarify Anti-Nepotism Language

At the regular meeting of the City Commission of the City of Marquette, County of Marquette, State of Michigan, held on the 29th day of April 2024, at 6:00 o'clock p.m., prevailing Eastern Time.

PRESENT: _____

_____

ABSENT: _____

The following preamble and resolution were offered by Commissioner _____ and supported by Commissioner _____.

WHEREAS, Marquette City Charter Sec. 13-7 requires that "Every ten years the city commission shall appoint a charter study group. The charter study group shall review this charter and make recommendations for changes in this charter. The charter study group shall make its recommendations within one year after appointment"; and

WHEREAS, at the December 19, 2022 regular meeting, the City Commission appointed the City Manager, City Attorney, and City Clerk to the charter study group; and

WHEREAS, at the City Commission's September 11, 2023 regular meeting, the charter study group provided recommendations for several amendments to the City Charter; and

WHEREAS, Section 21 of the Home Rule City Act, MCL 117.21, as amended, provides that the legislative body of a city may propose, by a vote of 3/5 of its members, an amendment to an existing city charter; and

WHEREAS, Section 21 details the procedure for submitting proposed charter amendments to the electors of the city for approval; and

WHEREAS, it is necessary to amend Section 6-11 of Chapter 6 and Section 11-7 of Chapter 11 of the City Charter to provide for the recommended changes;

NOW THEREFORE BE IT RESOLVED THAT:

1. The City Commission hereby proposes that Section 6-11(a) of Chapter 6 of the Charter of the City of Marquette, shall be amended as follows:

   Sec. 6-11(a). – Anti-nepotism.

(a) THE CITY MANAGER'S SPOUSE AND AN ELECTIVE OFFICIAL'S SPOUSE AND the following relatives and their spouses of any elective official or of an elected official's spouse or of the city manager or of the manager's spouse are disqualified from holding any appointive city office or any city employment during the term for which said elective official was elected or during the tenure of office of the city manager respectively: Child, grandchild, parent, grandparent, brother, sister, half brother and half sister. All relationships shall include those arising from adoption.

2. The City Commission hereby proposes that Section 11-7(i) of Chapter 11 of the City Charter shall be amended as follows:

Sec. 11-7. – Board of light and power.

(i) THE DIRECTOR'S SPOUSE AND AN ELECTIVE OFFICIAL'S SPOUSE AND the following relatives and their spouses of any elective official or of the official's spouse, or of the director of the board of light and power, or of the director's spouse are disqualified from holding any appointive board of light and power office or any board of light and power employment during the term for which said elective official was elected or during the tenure of office of the director respectively; Child, grandchild, parent, grandparent, brother, sister, half-brother, and half-sister. All relationships shall include those arising from adoption. This section shall in no way disqualify such relatives or their spouses who are bona fide appointive officers or employees of the board of light and power at the time of the election or appointment of said elective official or the appointment of said director respectively.

3. The provisions of the existing Chapter 6 and Chapter 11 of the City Charter to be altered or abrogated by the proposed amendment, if adopted, now reads as set forth in Exhibit A attached hereto.

4. The proposed amendment of Chapter 6 and Chapter 11 of the City Charter shall be submitted to the electors in the following form:

PROPOSED AMENDMENT OF SECTION 6-11(a) OF CHAPTER 6 AND SECTION 11-7(i) OF CHAPTER 11 OF THE CITY CHARTER OF THE CITY OF MARQUETTE.

Shall Section 6-11(a) of Chapter 6 and Section 11-7(i) of Chapter 11 of the Marquette City Charter be amended to clarify anti-nepotism language to include the spouse of the city manager, the spouse of the Marquette Board of Light and Power (BLP) director, and the spouses of elective officials to the list of those disqualified from being employed by or holding any appointive office for the BLP or City during the term for which said elective official was elected or during the tenure of office of the city manager or BLP director respectively?

5. Copies of the proposed amendment shall be transmitted to the Governor of the State of Michigan for her approval, as required by law.

6. Copies of the proposed amendment shall be transmitted to the Attorney General of the State of Michigan for her approval, as required by law.

7. The proposed amendment shall be, and the same is hereby ordered to be, submitted to a vote of the qualified electors of the City of Marquette at an election to be held in the city on Tuesday, November

5, 2024. The ballot wording of the proposed amendment is hereby certified to the City Clerk and to the Marquette County Clerk. The City Clerk is hereby authorized and directed to file this order/ and/or complete any such forms, certificates or documents as may be required by the County Clerk to evidence the foregoing certification and/or submission by no later than 4:00 p.m. prevailing Eastern Time on August 13, 2024.

8. The City Clerk and the County Clerk are hereby authorized and directed to (a) post and publish notice of election required Michigan Election Law, MCL 168.1 et seq., as amended; and (b) have prepared and printed, as provided by Michigan Election Law, ballots for submitting the proposal at the election, which ballots shall contain the proposal appearing herein, or the proposition shall be stated as a proposal on the voting machines, which ballots may include other matters presented to the electorate on the same date.

9. The proposed amendment shall be published in full together with the existing City Charter provisions which would be altered or abrogated thereby as part of the notice of election.

10. The canvass and determination of votes of the proposed amendment shall be made in accordance with the laws of the State of Michigan and the City Charter of the City of Marquette.

11. The resolution shall have immediate effect.

12. All resolutions and parts of resolutions insofar as they conflict with provisions of this resolution be and the same hereby are rescinded.

AYES: _____

_____

NAYES: _____

RESOLUTION DECLARED ADOPTED.

_____
Kyle Whitney, City Clerk

I HEREBY CERTIFY that the attached is a true and complete copy of a resolution adopted by the City Commission of the City of Marquette, County of Marquette, State of Michigan, at a regular meeting held on April 29, 2024, and that the meeting was conducted and public notice of meeting was given pursuant to the Michigan Open Meetings Act (MCL 15.261 et seq), and that the minutes of the meeting were kept and will be or have been made available as required by the act.

_____
Kyle Whitney, City Clerk

EXHIBIT A

PROVISIONS OF EXISITNG CHAPTER 6 AND CHAPTER 11 OF THE CITY CHARTER TO BE ALTERED OR ABROGRATED BY PROPOSED CHARTER AMENDMENT

Chapter 6. – GENERAL PROVISIONS REGARDING OFFICERS AND PERSONNEL

Sec. 6-11. – Anti-nepotism.

(a) The city manager's spouse and an elective official's spouse and the following relatives and their spouses of any elective official or of an elected official's spouse or of the city manager or of the manager's spouse are disqualified from holding any appointive city office or any city employment during the term for which said elective official was elected or during the tenure of office of the city manager respectively: Child, grandchild, parent, grandparent, brother, sister, half brother and half sister. All relationships shall include those arising from adoption.

(b)This section shall in no way disqualify such relatives or their spouses who are bona fide appointive officers or employees of the city at the time of the election or appointment of said elective official or appointment of said city manager respectively.

Chapter 11 – MUNICIPAL UTILTIES AND BOARD OF LIGHT AND POWER

Sec. 11-7 – Board of Light and Power.

(a) (1) The electric light and power utilities of the city shall be under the management control and supervision of a board of light and power as constituted in this charter.

(2) The board of light and power shall appoint a director of light and power, who shall be the executive officer of, and directly responsible to, the board of light and power. The director shall appoint an accountant who shall be responsible for the maintenance of a system of accounts which shall conform to this charter, to any uniform system required by law, and to generally accepted principles and practices of municipal utility accounting. The board of light and power shall have full, complete, and entire charge of the city light and power operations and services, shall make all contracts pertaining thereto, and shall organize and conduct the affairs of the city's light and power for the supply and distribution of light and power in a manner consistent with the best practice therefor.

(3) The board of light and power shall not be subject to, or limited by, provisions of this charter that are in conflict with, or inconsistent with, the stated powers and authority vested in this section in the board of light and power. To the extent that a particular matter is not specifically addressed in this section, the provisions found in other sections of this charter pertaining to operations and administration shall be applied to the board of light and power.

(b) The board of light and power shall have the power to acquire property, both real and personal, and interests in property in the name of the city for the purposes of the board of light and power and shall have the power to dispose of the same by sale, exchange or lease; provided, however, that the board of light and power shall not dispose of real property or any interests therein by sale or lease, except as provided in section 11-5 of this charter.

(c) The board of light and power shall have power and authority to fix all rates for light and power, subject to confirmation by the city commission, which rates shall become effective thirty days after such confirmation.

(d) The funds and revenues of the board of light and power shall be credited only to the funds and accounts of the board of light and power and shall not be withdrawn or used for any other purpose whatsoever, except as provided in section 11-7 of this charter. The board of light of power shall have and exercise full control over all of the funds of the board of light and power. All checks drawn for the payment of money, under authority of the board of light and power, shall be signed by the director and countersigned by the accountant of the board of light and power.

(e) The board of light and power may provide for the pensioning of any employee of the board of light and power or dependent of such employee, subject to section 6-10.

(f) The board of light and power shall provide its own rules of administration procedure, and accounting systems and procedures, which rules and any changes therein shall be consistent with the provisions of this charter and shall be effective when approved as to form by the city attorney and filed with the city clerk as a public record.

(g) The director shall employ such personnel as may be deemed necessary to carry out duties as provided by this charter, with full power to promote, demote, remove, or suspend personnel for reasons of discipline, incapacity, or for the good of the service.

(h) The compensation of all employees of the department of light and power shall be fixed by the director within the limits of budget appropriations and approved by the board of light and power, and in accordance with any pay plan adopted by the board of light and power, except the salary of the director which shall be fixed by the board of light and power. The respective salaries and compensation of employees of the board of light and power as fixed by the director and approved by the board of light and power shall be in full for all official

services of such employees and shall be in lieu of all fees, city commissions, and other compensations receivable by such employees for their services.

(i) The director’s spouse and an elective official’s spouse and the following relatives and their spouses of any elective official or of the official's spouse, or of the director of the board of light and power, or of the director's spouse are disqualified from holding any appointive board of light and power office or any board of light and power employment during the term for which said elective official was elected or during the tenure of office of the director respectively; Child, grandchild, parent, grandparent, brother, sister, half-brother, and half-sister. All relationships shall include those arising from adoption. This section shall in no way disqualify such relatives or their spouses who are bona fide appointive officers or employees of the board of light and power at the time of the election or appointment of said elective official or the appointment of said director respectively.

(j) The city commission shall by ordinance provide for a merit system of personnel management in relating to the personnel of the board of light and power, provided that the board of light and power shall function as the appeal board.

(k) The minutes of all meetings of the board of light and power shall be filed in the office of the city clerk as a public record. No official action taken by the board of light and power at any meeting shall be valid or effective until a copy of the minutes of the meeting at which such action was taken shall have been so filed with the city clerk. Immediately following the regular city election held in November of each year, the board of light and power shall appoint from its members a chair to preside at the meetings of the board of light and power, and a secretary.

(l) The board of light and power shall, on or before the first Monday in May in each year, file with the mayor and the city commission:

(1) A report, presenting an analysis of the status and needs of the works, services, and properties under its control; and

(2) A report of an independent audit to be made by a certified public accountant, experienced in utility accounting chosen by the board of light and power.

(m) (1) The director shall prepare and submit to the board of light and power on the first Monday in June of each year, a tentative budget covering operations for the ensuing fiscal year. After adoption of such budget by the board of light and power, a copy shall be filed with the city manager and the city commission.

(2) At the beginning of each quarterly period during the fiscal year, and more often if required by the board of light and power, the director shall submit to the board of light and power data showing the relation between the estimated and actual revenues and expenditures to date. If it shall appear that the revenues are less than anticipated, the board of light and power may reduce appropriations, except amounts required for debt and interest charges, to such a degree as may be necessary to keep expenditures within the revenues.

(3) From the revenues of the board of light and power, there shall be paid within 30 days after the end of each month or such other period as may be required by law, to the city treasurer for deposit in the general fund of the city, an amount equal to 5.5 per cent of the dollar amount of gross retail sales of the electric utility during such month or such other period to all electric customers located upon the electric utility's distribution system. This percentage may be reduced by the city commission for such time period as the city commission, in its discretion, shall determine by resolution. Such municipal utility shall not make any other tax payment of any kind, or any payment in lieu thereof, to any other unit of government unless required by law.

(4) If, in any year, the board of light and power has insufficient funds to make the payments to the general fund as required under section 11-7(m)(3) of this charter, then such payment or part thereof shall not be made that year, but the amount not paid shall be established clearly in both the utility and general city accounts as being a loan to the utility and shall be paid at the earliest possible date at which funds

are available. Loans for other purposes may be made to the board of light and power from any other city funds, but shall also be repaid at the earliest possible date at which utility funds are available.

(n) (1) The director shall be responsible for the purchase and sale of all light and power department property, but may designate another officer or employee of the city as purchasing agent. Comparative prices shall be obtained for the purchase or sale of all materials, supplies, and public improvements except in the employment of professional services and when the director, the purchasing agent if one be designated or the board of light and power as hereinafter provided shall determine that no advantage to the board of light and power would result.

(2) In all sales or purchases in excess of the amount established pursuant to section 10-1.

a. The sale or purchase shall be approved by the board of light and power;

b. Sealed bids shall be obtained unless the board of light and power by unanimous resolution of those present at the meeting, based upon the written recommendations of the director, determines that no advantage to the board of light and power would result from competitive bidding.

(3) No sale or purchase shall be divided, for the purpose of circumventing the dollar value limitation contained in this section. The board of light and power may authorize the making of improvements or the performance of any work without competitive bidding.

(4) Purchases shall be made from the lowest and best bid meeting specification. All purchases and sales shall be evidenced by written contract or purchase order.

(5) All purchases and sales shall be evidenced by written contract or purchase order.

(6) The board of light and power may not purchase, sell or lease any real estate or any interest therein except by the affirmative vote of at least four members of the board of light and power.

(o) The electric light and power utilities of the city shall include any other ancillary activities associated with the type of assets acquired by the board of light and power to provide such light and power as stated in subsection (a) of this section.

Resolution Proposing City Charter Amendment to Remove Term Limits for Boards and Committees Appointed by the City Commission

At the regular meeting of the City Commission of the City of Marquette, County of Marquette, State of Michigan, held on the 29th day of April 2024, at 6:00 o'clock p.m., prevailing Eastern Time.

PRESENT: _____

_____

ABSENT: _____

The following preamble and resolution were offered by Commissioner _____ and supported by Commissioner _____.

WHEREAS, Marquette City Charter Sec. 13-7 requires "Every ten years the city commission shall appoint a charter study group. The charter study group shall review this charter and make recommendations for changes in this charter. The charter study group shall make its recommendations within one year after appointment"; and

WHEREAS, at the December 19, 2022 regular meeting, the City Commission appointed the City Manager, City Attorney, and City Clerk to the charter study group; and

WHEREAS, at the City Commission's September 11, 2023 regular meeting, the charter study group provided recommendations for several amendments to the City Charter; and

WHEREAS, Section 21 of the Home Rule City Act, MCL 117.21, as amended, provides that the legislative body of a city may propose, by a vote of 3/5 of its members, an amendment to an existing city charter; and

WHEREAS, Section 21 details the procedure for submitting proposed charter amendments to the electors of the city for approval; and

WHEREAS, it is necessary to amend Section 6-1 of Chapter 6 of the City Charter to provide for the recommended changes;

NOW THEREFORE BE IT RESOLVED THAT:

1. The City Commission hereby proposes that Section 6-1(f) of Chapter 6 of the Charter of the City of Marquette, shall be amended as follows:

   Sec. 6-1. – Eligibility for elective office.

(f) Except as otherwise provided by law, each member of a board, commission, or committee appointed by the city commission shall have been a resident of the city for at least one year immediately prior to the day of appointment and shall also be a qualified and registered elector of the city on such day and throughout the member's tenure of office. ~~No person shall be eligible for membership on any such board, commission, or committee if the person will have served at the time of taking office for six or more consecutive years as a member of such board, commission, or committee unless at least two years has elapsed after the termination of such membership. Consecutive years shall be measured from the last date at which the person took office as a member of such board, commission, or committee following a period of at least one year without so being a member.~~

2. The provisions of the existing Chapter 6 of the City Charter to be altered or abrogated by the proposed amendment, if adopted, now reads as set forth in Exhibit A attached hereto.

3. The proposed amendment of Chapter 6 of the City Charter shall be submitted to the electors in the following form:

PROPOSED AMENDMENT OF SECTION 6-1(f) OF CHAPTER 6 OF THE CITY CHARTER OF THE CITY OF MARQUETTE.

Shall Section 6-1(f) of Chapter 6 of the Marquette City Charter be amended to remove term limits for boards and committees appointed by the city commission?

4. Copies of the proposed amendment shall be transmitted to the Governor of the State of Michigan for her approval, as required by law.

5. Copies of the proposed amendment shall be transmitted to the Attorney General of the State of Michigan for her approval, as required by law.

6. The proposed amendment shall be, and the same is hereby ordered to be, submitted to a vote of the qualified electors of the City of Marquette at an election to be held in the city on Tuesday, November 5, 2024. The ballot wording of the proposed amendment is hereby certified to the City Clerk and to the Marquette County Clerk. The City Clerk is hereby authorized and directed to file this order and/or complete any such forms, certificates or documents as may be required by the County Clerk to evidence the foregoing certification and/or submission by no later than 4:00 p.m. prevailing Eastern Time on August 13, 2024.

7. The City Clerk and the County Clerk are hereby authorized and directed to (a) post and publish notice of election required Michigan Election Law, MCL 168.1 et seq., as amended; and (b) have prepared and printed, as provided by Michigan Election Law, ballots for submitting the proposal at the election, which ballots shall contain the proposal appearing herein, or the proposition shall be stated as a proposal on the voting machines, which ballots may include other matters presented to the electorate on the same date.

8. The proposed amendment shall be published in full together with the existing City Charter provisions which would be altered or abrogated thereby as part of the notice of election.

9. The canvass and determination of votes of the proposed amendment shall be made in accordance with the laws of the State of Michigan and the City Charter of the City of Marquette.

10. This resolution shall have immediate effect.

11. All resolutions and parts of resolutions insofar as they conflict with provisions of this resolution be and the same hereby are rescinded.

AYES: _____

_____

NAYES: _____

RESOLUTION DECLARED ADOPTED.

_____
Kyle Whitney, City Clerk

I HEREBY CERTIFY that the attached is a true and complete copy of a resolution adopted by the City Commission of the City of Marquette, County of Marquette, State of Michigan, at a regular meeting held on April 29, 2024, and that the meeting was conducted and public notice of meeting was given pursuant to the Michigan Open Meetings Act (MCL 15.261 et seq), and that the minutes of the meeting were kept and will be or have been made available as required by the act.

_____
Kyle Whitney, City Clerk

EXHIBIT A

PROVISIONS OF EXISITNG CHAPTER 6 OF THE CITY CHARTER TO BE ALTERED OR ABROGRATED BY PROPOSED CHARTER AMENDMENT

Chapter 6. – GENERAL PROVISIONS REGARDING OFFICERS AND PERSONNEL

Sec. 6-1. – Eligibility for elective office.

(a) No person shall hold any elective office of the city unless the person has been a qualified and registered elector of the city for at least one year immediately prior to filing for election. Appointments made to fill a vacancy shall also be subject to the same requirements.

(b) No person shall be eligible to be a candidate for nomination for city commissioner at any election if the person will have served by the Monday following the next regular city election for six or more consecutive years as a member of the city commission, unless at least two years has elapsed between the termination of such membership and the Monday following such election. Consecutive years shall be measured from the last date at which the person took office as a member of the city commission following a period of at least one year without so being a member.

(c) No person shall be eligible for any elective or appointive city office who is in default to the city. The holding of office by any person who is in such default shall create a vacancy unless such default shall be eliminated within 30 days after written notice thereof by the city commission or unless such person shall in good faith be contesting the liability for such default.

(d) A person seeking to qualify as a candidate for any elective office under this charter shall file with the city clerk a properly completed nominating petition secured from the office of the city clerk. The form of the nominating petition shall be substantially as that required by statute for nonpartisan petitions. The city clerk shall maintain a supply of official petition forms and, upon request, furnish a reasonable number of nominating petitions.

(e) The city commission shall be the sole judge of the election and qualification of its own members.

(f) Except as otherwise provided by law, each member of a board, commission, or committee appointed by the city commission shall have been a resident of the city for at least one year immediately prior to the day of appointment and shall also be a qualified and registered elector of the city on such day and throughout the member's tenure of office.

(g) All officers shall be citizens of the United States.

(h) Except as otherwise provided by law, a person appointed by the city commission or any other government agency, to represent the city on a non-city board, commission, or committee shall be subject to the same requirements as persons appointed by the city commission to serve on any of the city's boards, commissions, or committees, except that appointments to the board of directors of the downtown development authority (DDA) shall be made to candidates for appointment who meet the requirements of section 4 of Public Act No. 197 of 1975 (MCL 125.1654) whereby the city manager may make (and the city commission may confirm) appointments of nonresidents who meet the qualifications as required by Public Act No. 197 of 1975 (MCL 125.1651 et seq.); provided however, that preference may be given to eligible candidates to serve on the DDA board who also meet the qualifications to serve on any of the city's boards, commissions, or committees.

(i) No elective officer may be appointed to any city office or be employed by the city during the term of office for which the person was elected or for two years thereafter.

Resolution Proposing City Charter Amendments to Eliminate Local Primary Elections for City Elective Offices and Align Regular City Elections with the Time Provided in State Law

At the regular meeting of the City Commission of the City of Marquette, County of Marquette, State of Michigan, held on the 29th day of April 2024, at 6:00 o'clock p.m., prevailing Eastern Time.

PRESENT: _____

_____

ABSENT: _____

The following preamble and resolution were offered by Commissioner _____ and supported by Commissioner _____.

WHEREAS, Marquette City Charter Sec. 13-7 requires that "Every ten years the city commission shall appoint a charter study group. The charter study group shall review this charter and make recommendations for changes in this charter. The charter study group shall make its recommendations within one year after appointment"; and

WHEREAS, at the December 19, 2022 regular meeting, the City Commission appointed the City Manager, City Attorney, and City Clerk to the charter study group; and

WHEREAS, at the City Commission's September 11, 2023 regular meeting, the charter study group provided recommendations for several amendments to the City Charter; and

WHEREAS, Section 21 of the Home Rule City Act, MCL 117.21, as amended, provides that the legislative body of a city may propose, by a vote of 3/5 of its members, an amendment to an existing city charter; and

WHEREAS, Section 21 details the procedure for submitting proposed charter amendments to the electors of the city for approval; and

WHEREAS, it is necessary to amend Section 4-2, Section 4-6, and Section 4-7 of Chapter 4 of the City Charter to provide for the recommended changes;

NOW THEREFORE BE IT RESOLVED THAT:

1. The City Commission hereby proposes that Section 4-2 of Chapter 4 of the Charter of the City of Marquette, shall be amended as follows:

   Sec. 4-2. – Regular election date.

A regular city election shall be held each year ~~on the Tuesday following the first Monday in November.~~ AT THE TIME PROVIDED BY STATE LAW.

2. The City Commission hereby proposes that Section 4-6 of Chapter 4 of the Charter of the City of Marquette, shall be amended as follows:

   Sec. 4-6. – Nominations.

   (a) All candidates for city ~~primary~~ elections shall be nominated by petition or by filing a nonrefundable filing fee in the amount established by the city commission, which fee shall be no less than $100.00, with the city clerk. The form of the petition shall be substantially that designated by the secretary of state for the nomination of nonpartisan judicial officers. A supply of official petition forms shall be provided and maintained by the city clerk. A candidate may have the nominating petitions printed, but the petitions must comply substantially with the statutory form. A qualifying nominating petition shall include the signatures of at least 25 but not more than 50 registered electors of the city. Each petition shall contain the name of only one candidate. A person shall not sign more nominating petitions for the same office than there are persons to be elected to the office. If a qualified and registered voter signs nominating petitions for a greater number of candidates for public office than the number of persons to be elected thereto, his signatures, if they bear the same date, shall not be counted upon any petition and if they bear different dates shall be counted in the order of their priority of date for only so many candidates as there are persons to be elected.

   (b) (1) The city clerk shall receive filing fees and nominating petitions filed in accordance with the provisions of this charter and statute. Filing fees and nominating petitions for special elections for the filling of vacancies shall be filed with the city clerk between the thirty-fifth day preceding such and election and 4:00 p.m. local time on the thirtieth day preceding the special election or as otherwise provided by statute.

   (2) The city clerk shall, prior to every election, publish notice of the last day permitted for payment of filing fees and filing nominating petitions and of the number of persons to be nominated or elected to each office at least one week and not more than three weeks before the last day on which petitions can be filed or filing fees paid.

   (3) Every candidate for elective office shall file with the candidate's nominating petition or filing fee an affidavit that the candidate possesses the qualifications for the office. Failure to file such affidavit shall invalidate the petition. The filing fee shall not be accepted by the city clerk if such an affidavit is not filed.

(c) Within five days after the filing of a nominating petition, the election board shall notify the candidate and the person who filed the petition whether or not it satisfies the requirements prescribed by this charter. If a petition is found insufficient, the election board shall return it immediately to the person who filed it with a statement certifying wherein it is found insufficient. Within the regular time for filing petitions such a petition may be amended and filed again as a new petition or a different petition may be filed for the same candidate. The election board shall keep on file all petitions found sufficient at least until the first day of January following the ~~primary~~ election for which the candidates are nominated in the petitions. All nominating petitions filed shall be open to public inspection in the office of the city clerk.

3. The City Commission hereby proposes that Section 4-7 of Chapter 4 of the Charter of the City of Marquette, shall be amended as follows:

Sec. 4-7. Primary elections

~~(a) A regular nonpartisan city primary election shall be held on the Tuesday succeeding the first Monday in August preceding every regular city election for all elective offices of the city except as herein provided.~~

~~(b) If upon the expiration of the time for filing nominating petitions for any elective city office or payment of a filing fee, petitions have been filed or filing fees paid for no more than twice the number of candidates for the office to be elected at the following regular city election, then no primary election shall be held for one or more offices. The city clerk shall publish notice of this fact as part of the publication of notices for the primary election.~~

~~(c) Candidates equal in number to twice the number of persons to be elected to the city commission and to the board of light and power at the next regular city election who receive the highest number of votes in a primary election shall be declared the nominees for election to the respective offices. The names of the nominees shall be certified by the city clerk to the election board to be placed upon the ballot for the next regular city election.~~ THERE SHALL NOT BE A LOCAL PRIMARY ELECTION FOR CITY ELECTIVE OFFICES.

4. The provisions of the existing Chapter 4 City Charter to be altered or abrogated by the proposed amendment, if adopted, now reads as set forth in Exhibit A attached hereto.

5. The proposed amendment of Chapter 4 of the City Charter shall be submitted to the electors in the following form:

PROPOSED AMENDMENT OF SECTION 4-2, SECTION 4-6, AND SECTION 4-7 OF CHAPTER 7 OF THE CITY CHARTER OF THE CITY OF MARQUETTE.

Shall Chapter 4 of the Marquette City Charter be amended to indicate that all regular city elections be held at the time provided by State law and to remove all primary elections for city offices?

6. Copies of the proposed amendment shall be transmitted to the Governor of the State of Michigan for her approval, as required by law.

7. Copies of the proposed amendment shall be transmitted to the Attorney General of the State of Michigan for her approval, as required by law.

8. The proposed amendment shall be, and the same is hereby ordered to be, submitted to a vote of the qualified electors of the City of Marquette at an election to be held in the city on Tuesday, November 5, 2024. The ballot wording of the proposed amendment is hereby certified to the City Clerk and to the Marquette County Clerk. The City Clerk is hereby authorized and directed to file this order and/or complete any such forms, certificates or documents as may be required by the County Clerk to evidence the foregoing certification and/or submission by no later than 4:00 p.m. prevailing Eastern Time on August 13, 2024.

9. The City Clerk and the County Clerk are hereby authorized and directed to (a) post and publish notice of election required Michigan Election Law, MCL 168.1 et seq., as amended; and (b) have prepared and printed, as provided by Michigan Election Law, ballots for submitting the proposal at the election, which ballots shall contain the proposal appearing herein, or the proposition shall be stated

as a proposal on the voting machines, which ballots may include other matters presented to the electorate on the same date.

10. The proposed amendment shall be published in full together with the existing City Charter provisions which would be altered or abrogated thereby as part of the notice of election.

11. The canvass and determination of votes of the proposed amendment shall be made in accordance with the laws of the State of Michigan and the City Charter of the City of Marquette.

12. This resolution shall have immediate effect.

13. All resolutions and parts of resolutions insofar as they conflict with provisions of this resolution be and the same hereby are rescinded.

AYES: _____

_____

NAYES: _____

RESOLUTION DECLARED ADOPTED.

_____
Kyle Whitney, City Clerk

I HEREBY CERTIFY that the attached is a true and complete copy of a resolution adopted by the City Commission of the City of Marquette, County of Marquette, State of Michigan, at a regular meeting held on April 29, 2024, and that the meeting was conducted and public notice of meeting was given pursuant to the Michigan Open Meetings Act (MCL 15.261 et seq), and that the minutes of the meeting were kept and will be or have been made available as required by the act.

_____
Kyle Whitney, City Clerk

EXHIBIT A

PROVISIONS OF EXISITNG CHAPTER 4 OF THE CITY CHARTER TO BE ALTERED OR ABROGRATED BY PROPOSED CHARTER AMENDMENT

Chapter 4. – ELECTIONS

Sec. 4-2. – Regular election date.

A regular city election shall be held each year at the time provided by State law.

Sec. 4-6. Nominations.

(a) All candidates for city elections shall be nominated by petition or by filing a nonrefundable filing fee in the amount established by the city commission, which fee shall be no less than $100.00, with the city clerk. The form of the petition shall be substantially that designated by the secretary of state for the nomination of nonpartisan judicial officers. A supply of official petition forms shall be provided and maintained by the city clerk. A candidate may have the nominating petitions printed, but the petitions must comply substantially with the statutory form. A qualifying nominating petition shall include the signatures of at least 25 but not more than 50 registered electors of the city. Each petition shall contain the name of only one candidate. A person shall not sign more nominating petitions for the same office than there are persons to be elected to the office. If a qualified and registered voter signs nominating petitions for a greater number of candidates for public office than the number of persons to be elected thereto, his signatures, if they bear the same date, shall not be counted upon any petition and if they bear different dates shall be counted in the order of their priority of date for only so many candidates as there are persons to be elected.

(b) (1) The city clerk shall receive filing fees and nominating petitions filed in accordance with the provisions of this charter and statute. Filing fees and nominating petitions for special elections for the filling of vacancies shall be filed with the city clerk between the thirty-fifth day preceding such and election and 4:00 p.m. local time on the thirtieth day preceding the special election or as otherwise provided by statute.

(2) The city clerk shall, prior to every election, publish notice of the last day permitted for payment of filing fees and filing nominating petitions and of the number of persons to be nominated or elected to each office at least one week and not more than three weeks before the last day on which petitions can be filed or filing fees paid.

(3) Every candidate for elective office shall file with the candidate's nominating petition or filing fee an affidavit that the candidate possesses the qualifications for the office. Failure to file such affidavit shall invalidate the petition. The filing fee shall not be accepted by the city clerk if such an affidavit is not filed.

(c) Within five days after the filing of a nominating petition, the election board shall notify the candidate and the person who filed the petition whether or not it satisfies the requirements prescribed by this charter. If a petition is found insufficient, the election board shall return it immediately to the person who filed it with a statement certifying wherein it is found insufficient. Within the regular time for filing petitions such a petition may be amended and filed again as a new petition or a different petition may be filed for the same candidate. The election board shall keep on file all petitions found sufficient at least until the first day of

January following the election for which the candidates are nominated in the petitions. All nominating petitions filed shall be open to public inspection in the office of the city clerk.

Sec. 4-7 Primary elections.

There shall not be a local primary election for city elective offices.

Resolution Proposing City Charter Amendment to Require the Publication of a Summary Statement for All Ordinances Adopted by the City Commission

At the regular meeting of the City Commission of the City of Marquette, County of Marquette, State of Michigan, held on the 29th day of April 2024, at 6:00 o'clock p.m., prevailing Eastern Time.

PRESENT: _____

_____

ABSENT: _____

The following preamble and resolution were offered by Commissioner _____ and supported by Commissioner _____.

WHEREAS, Marquette City Charter Sec. 13-7 requires "Every ten years the city commission shall appoint a charter study group. The charter study group shall review this charter and make recommendations for changes in this charter. The charter study group shall make its recommendations within one year after appointment"; and

WHEREAS, at the December 19, 2022, regular meeting of the City Commission the City Commission appointed the City Manager, City Attorney, and City Clerk to the charter study group; and

WHEREAS, at the September 11, 2023, regular meeting of the City Commission the charter study group provided the recommendation to amend several sections of City Charter; and

WHEREAS, Section 21 of the Home Rule City Act, MCL 117.21, as amended ("Act" 279"), provides that the legislative body of a city may propose, by a vote of 3/5 of its members, an amendment to an existing city charter; and

WHEREAS, Section 21 proscribes the procedure for submitting proposed charter amendments to the electors of the city for approval; and

WHEREAS, it is necessary to amend Section 3-3 of Chapter 3 of the City Charter to provide for the foregoing changes.

NOW THEREFORE BE IT RESOLVED THAT:

1. The City Commission hereby proposes that Section 3-3(a) of Chapter 3 of the Charter of the City of Marquette, shall be amended as follows:

   Sec. 3-3. – Publication and recording of ordinances.

a) WITHIN 20 DAYS AFTER THE ENACTMENT OF ANY ORDINANCE, A DIGEST, SUMMARY OR STATEMENT OF PURPOSE OF THE ORDINANCE, APPROVED BY THE COMMISSION, SHALL BE PUBLISHED IN A NEWSPAPER AS DEFINED IN SECTION 1-7, INCLUDING WITH SUCH NEWSPAPER PUBLICATION A NOTICE THAT PRINTED COPIES OF THE FULL TEXT OF THE ORDINANCE ARE AVAILABLE FOR INSPECTION BY AND DISTRIBUTION TO THE PUBLIC AT THE OFFICE OF THE CITY CLERK AND AT LEAST ONE OTHER PUBLIC PLACE IN THE CITY. ~~Each ordinance shall be published within 20 days after its enactment in one of the following two methods:~~

~~(1) The full text thereof may be published in a newspaper as defined in section 1-7.~~

~~(2) In cases of ordinances over 500 words in length a digest, summary or statement of purpose of the ordinance, approved by the Commission, may be published in a newspaper as defined in section 1-7, including with such newspaper publication a notice that printed copies of the full text of the ordinance are available for inspection by and distribution to the public at the office of the city clerk at least two other public places in the city. If the method described in this subsection (a)(2) is used, then printed copies shall promptly be so made available as stated in such notice.~~

(b) All ordinances shall be recorded by the city clerk in a book to be called "The Ordinance Book", and it shall be the duty of the mayor and city clerk to authenticate such records by their official signatures thereon but the failure to so record and authenticate such ordinances shall not invalidate them or suspend their operation.

2. The provisions of the existing Chapter 3 City Charter to be altered or abrogated by the proposed amendment, if adopted, now reads as set forth in Exhibit A attached hereto.

3. The proposed amendment of Chapter 3 of the City Charter shall be submitted to the electors in the following form:

PROPOSED AMENDMENT OF SECTION 3-3 OF CHAPTER 3 OF THE CITY CHARTER OF THE CITY OF MARQUETTE.

Shall Section 3-3 of Chapter 3 of the Marquette City Charter be amended to require that within 20 days of the city commission approving any ordinance, the city must publish in a newspaper a digest, summary or statement of purpose of the ordinance, as well as a statement indicating where full-text copies of the ordinance can be found?

4. Copies of the proposed amendment shall be transmitted to the Governor of the State of Michigan for her approval, as required by law.

5. Copies of the proposed amendment shall be transmitted to the Attorney General of the State of Michigan for her approval, as required by law.

6. The proposed amendment shall be, and the same is hereby ordered to be, submitted to a vote of the qualified electors of the City of Marquette at an election to be held in the city on Tuesday, November 5, 2024. The ballot wording of the proposed amendment is hereby certified to the City Clerk and to the Marquette County Clerk. The City Clerk is hereby authorized and directed to file this order and/or complete any such forms, certificates or documents as may be required by the County Clerk to evidence the foregoing certification and/or submission by no later than 4:00 p.m. prevailing Eastern Time on August 13, 2024.

7. The City Clerk and the County Clerk are hereby authorized and directed to (a) post and publish notice of election required Michigan Election Law, MCL 168.1 et seq., as amended; and (b) have prepared and printed, as provided by Michigan Election Law, ballots for submitting the proposal at the election, which ballots shall contain the proposal appearing herein, or the proposition shall be stated as a proposal on the voting machines, which ballots may include other matters presented to the electorate on the same date.

8. The proposed amendment shall be published in full together with the existing City Charter provisions which would be altered or abrogated thereby as part of the notice of election.

9. The canvass and determination of votes of the proposed amendment shall be made in accordance with the laws of the State of Michigan and the City Charter of the City of Marquette.

10. This resolution shall have immediate effect.

11. All resolutions and parts of resolutions insofar as they conflict with provisions of this resolution be and the same hereby are rescinded.

AYES: _____

_____

NAYES: _____

RESOLUTION DECLARED ADOPTED.

_____
Kyle Whitney, City Clerk

I HEREBY CERTIFY that the attached is a true and complete copy of a resolution adopted by the City Commission of the City of Marquette, County of Marquette, State of Michigan, at a regular meeting held on April 29, 2024, and that the meeting was conducted and public notice of meeting was given pursuant to the Michigan Open Meetings Act (MCL 15.261 et seq), and that the minutes of the meeting were kept and will be or have been made available as required by the act.

_____
Kyle Whitney, City Clerk

EXHIBIT A

PROVISIONS OF EXISITNG CHAPTER 4 OF THE CITY CHARTER TO BE ALTERED OR ABROGRATED BY PROPOSED CHARTER AMENDMENT

Chapter 3. – LEGISLATION

Sec. 3-3. – Publication and recording of ordinances.

a) Within 20 days after the enactment of any ordinance, a digest, summary or statement of purpose of the ordinance, approved by the commission, shall be published in a newspaper as defined in section 1-7, including with such newspaper publication a notice that printed copies of the full text of the ordinance are available for inspection by and distribution to the public at the office of the city clerk and at least one other public place in the city.

(b) All ordinances shall be recorded by the city clerk in a book to be called "The Ordinance Book", and it shall be the duty of the mayor and city clerk to authenticate such records by their official signatures thereon but the failure to so record and authenticate such ordinances shall not invalidate them or suspend their operation.

Agenda Date: 4/29/2024

New Business
MCSWMA Articles of Incorporation Amendment - Roll Call Vote

BACKGROUND:

The Marquette County Solid Waste Management Authority (MCSWMA) is required to address/treat PFAS that is found in the leachate which is eventually discharged into the Carp River. The MCSWMA needs to build a wastewater treatment plant by 2027 to comply with a recent Administrative Consent Order with the Michigan Department of Environment, Great Lakes, and Energy. The cost of the project exceeds $4 million. The project would qualify for the Clean Water State Revolving Fund program (to include a low-interest rate loan with partial loan forgiveness) but for the MCSWMA to qualify, the organization must restructure its current outstanding debt, which does not comply with state regulations for an authority formed under Public Act 233.

The MCSWMA must restructure five outstanding debt/notes into one bond issuance prior to applying for CWSRF Program funding. The only way to properly restructure the debt is through bonding via the two incorporating entities of the Authority.

Under the current Articles of Incorporation for the MCSWMA, Sands Township and Marquette City are the only two incorporating entities that are able to assist with bonding. This project would impact the City's bond rating and debt capacity.

The County has agreed to assist with the bonding with specific conditions. This requires an amendment to the Articles of Incorporation, in order to add Marquette County as an incorporator.

FISCAL EFFECT:

None by this action.

RECOMMENDATION:

Adopt the amended Articles of Incorporation for the Marquette County Solid Waste Management Authority, and authorize the Mayor and City Clerk to sign the resolution.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Resolution
- County Conditions
- Articles of Incorporation

City of Marquette
County of Marquette, State of Michigan

RESOLUTION APPROVING
AMENDMENT AND RESTATEMENT OF
ARTICLES OF INCORPORATION OF
MARQUETTE COUNTY SOLID WASTE MANAGEMENT AUTHORITY

WHEREAS, the City of Marquette, County of Marquette, State of Michigan (the "City") and the Township of Sands, County of Marquette, State of Michigan (the "Township"), previously established the Marquette County Solid Waste Management Authority (the "Authority") under the provisions of Act 233, Public Acts of Michigan, 1955, as amended; and

WHEREAS, the City and the Township now desire to add the County of Marquette, State of Michigan (the "County") as a constituent member of the Authority; and

WHEREAS, the County desires to become a constituent municipality of the Authority; and

WHEREAS, Act 233 authorizes the addition of a new constituent municipality upon the approval of an amendment to the Articles of Incorporation (as so amended, the "Amended and Restated Articles of Incorporation") to be adopted by each of the constituent municipalities, and the proposed new constituent municipality; and

WHEREAS, the Amended and Restated Articles of Incorporation of the Authority have been prepared and carefully reviewed by the City.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Amended and Restated Articles of Incorporation of the Authority, as attached hereto as Exhibit A, are hereby approved and adopted.

2. The Mayor and the City Clerk of the City are hereby authorized and directed to execute the Amended and Restated Articles of Incorporation.

3. Upon approval by each of the City, Township, and County, the Authority shall cause the Amended and Restated Articles of Incorporation to be published in *The Mining Journal*.

4. Upon approval by each of the City, Township, and County, and publication of the Amended Articles of Incorporation, the secretary of the Authority shall file a certified copy of the Amended and Restated Articles of Incorporation with the Marquette County Clerk and the Michigan Secretary of State Office of the Great Seal along with a certificate of the date and newspaper of publication.

5. The City Clerk is hereby authorized and directed to file a certified copy of the Amended and Restated Articles of Incorporation with the recording secretary of the Authority.

6. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are rescinded.

_____
Sally Davis, Mayor

I hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the City Commission of the City of Marquette, County of Marquette, State of Michigan, at a Regular meeting held on _____, 2024, at _:00 p.m., Eastern Time, and that the meeting was conducted and public notice of the meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of the meeting were kept and will be or have been made available as required by the Act 267.

I further certify that the following Members were present at the meeting: _____ _____ _____ and that the following Members were absent: _____.

I further certify that Member _____ moved for adoption of the resolution and that Member _____ supported the motion.

I further certify that the following Members voted for adoption of the resolution: _____ _____ and that the following Members voted against adoption of the resolution: _____.

_____
Kyle Whitney, City Clerk

EXHIBIT A
AMENDED AND RESTATED ARTICLES OF INCORPORATION

41941916.1/156335.00001

Tuesday, April 9, 2024

Marquette County Board Bond Conditions:

The following conditions must be met by the Solid Waste Authority prior to Bond signing:

- Total length of bond not to exceed 7 years
- Articles of incorporation amended to allow Solid Waste Authority chairman position to be voted on at the annual meeting of each year by the constituent membership. (The chairman position is no longer mandated to be Sands Township.)
- A signed memorandum of understanding that the Marquette County has no financial obligation outside of the terms of the seven year bond.
- All financial structure must be approved by the current Marquette County accounting firm Anderson Tackman (or other) financial structure to be signed off.
- A third-party auditor for financial monitoring of the Solid Waste Authority accounting of books upon a quarterly review reported to Marquette County board and CFO.
- Signed and approved by the state of Michigan deficit reduction plan.
- Create a plan to enhance the post closure fund to be fully funded with cash only and reduce the $2 million line of credit.

ARTICLES OF INCORPORATION OF THE MARQUETTE COUNTY SOLID WASTE MANAGEMENT AUTHORITY
As amended and Restated on _____, 2024

These Amended and Restated Articles of Incorporation (the "Articles") are adopted by resolution of the incorporators for the purpose of creating an authority under the provisions of Act No. 233 of the Michigan Public Acts of 1955, as now existing or hereafter amended ("Act 233"), by the City of Marquette, Michigan, the Township of Sands, Michigan, and the County of Marquette, Michigan, pursuant to the agreement of the City of Marquette and the Township of Sands set forth in an Intergovernmental Agreement, Pursuant to Act 233 of 1955, for the Disposal of Solid Waste and the Establishment of a Joint Solid Waste Management Authority dated June 16, 1988 (the "Agreement").

ARTICLE I

NAME

This authority is named the Marquette County Solid Waste Management Authority (hereinafter, the "Authority").

ARTICLE II

INCORPORATING MUNICIPALITIES

Section 1. The Authority is created by the City of Marquette (the "City"), the Township of Sands (the "Township"), and the County of Marquette (the "County").

Section 2. Only "municipalities" as defined in Section 1(d) of Act 233, and located in Marquette County, shall be eligible to be members of the Authority (hereinafter identified as "Constituent Municipalities"). The admission of new Constituent Municipalities shall be effected by amendment to the Articles adopted by the legislative bodies of each existing and new Constituent Municipality.

Section 3. The Authority shall be comprised of the territory lying within the Constituent Municipalities. No change in municipal jurisdiction over any territory within the Authority shall in any manner affect the Authority or its boundaries.

ARTICLE III
PURPOSES

The purposes of the Authority are to acquire, own, extend, improve, construct, operate, establish, implement, and close a solid waste management system as provided in Act 233 in order to satisfy the requirements under Act No. 641 of the Michigan Public Acts of 1978, as amended, for the disposal of solid waste in Marquette County, Michigan.

ARTICLE IV

POWERS AND DUTIES

Section 1. The Authority shall be a municipal authority and a public body corporate with power to sue or to be sued in its own name and plead and be impleaded in any court of the State of Michigan.

Section 2. The Authority may adopt and amend bylaws for the regulation of its affairs and the conduct of its business.

Section 3. The Authority may adopt an official seal and alter its seal at its discretion.

Section 4. The Authority may maintain offices at such places within the State of Michigan and the County of Marquette as it may designate.

Section 5. The Authority may determine the location of any solid waste disposal facility ("Facility") constructed by it pursuant to the provisions of Act 233 and subject to Act 641 and any regulations promulgated pursuant thereto, and any applicable health laws of the State of Michigan, the Authority may determine the design, standards and the materials of construction, and construct, repair, maintain, operate and closure of the Facility.

Section 6. The Authority shall have the power to acquire private property for use in the implementation of a solid waste management system by purchase, lease, devise, gift or condemnation, either within or without its corporate limits, and to hold, manage, control, sell, exchange, lease and dispose

of such property. For the purpose of condemnation, the Authority may proceed under the provisions of Act No. 149 of the Michigan Public Acts of 1911, as amended, or any other appropriate statute.

Section 7. The Authority shall have power to enter into contracts, for periods not exceeding forty (40) years, with Constituent Municipalities, or other municipalities, for the use by such municipalities of the solid waste disposal services of the Authority (which services may include those provided to non-municipal persons or entities contracting with or through such municipalities).

Section 8. The Authority shall be authorized to contract with Constituent Municipalities or other municipalities for the provision to the Authority of municipal services or the use of municipal facilities. The Authority shall have the power to compensate any such municipality for the reasonable costs of providing such services or facilities and to reimburse any such municipality for any costs incurred pursuant to the exercise or performance of any right or obligation of such municipality set forth in the Agreement.

Section 9. The Authority shall have the power to secure all necessary services to carry out the functions of the Authority and to contract with any person, firm or corporation, and employ consulting engineers, architects, attorneys, accountants, construction, financial, and environmental experts, to provide services to, or perform any part or all of the work of the Authority and to fix the compensation of a Director and any other staff members or employees of the Authority and provide group life insurance, other group insurance, pensions and other benefits for its employees as are customarily provided by the Constituent Municipalities. No officer or employee of any Constituent Municipality shall receive any payment under any contract with the Authority except with the approval of a special majority of the Board of Trustees of the Authority consisting of at least eighty percent (80%) of the entire Board (excluding the Director).

Section 10. The Authority may establish rules and regulations for the use of the Facility or any other project constructed by it under Act 233.

Section 11. The Authority may issue self-liquidating revenue bonds in accordance with the provisions of Act 94 of the Public Acts of 1933, as now or hereafter amended, for the purpose of acquiring, constructing, improving, enlarging or extending the Facility or ancillary facilities as needed for the management and disposal of solid waste in furtherance of the purposes of the Authority. Such bonds shall be payable only from revenues obtained from the operation of the Facility pursuant to contracts to provide solid waste disposal services to Constituent Municipalities or other municipalities, or from any other revenues obtained from the operation of the Authority. In no event shall any such bonds be general obligations of the Authority or of any Constituent Municipality.

Section 12. In furtherance of its purposes, the Authority shall possess the powers set forth in Section 2.1(c)(i-x) of the Agreement as the same may be from time to time amended, and all of the powers granted to such an authority by Act 233 and by any other applicable statute, or incidental to achieving the purposes of its incorporation. No enumeration of powers in the Articles, the Agreement or any other document adopted by or on behalf of the Authority shall be construed as a limitation or restriction on the general powers of the Authority.

ARTICLE V

FISCAL YEAR

The fiscal year of the Authority shall be July 1 through the succeeding June 30 (the "Fiscal Year").

ARTICLE VI

GOVERNING BODY; SELECTION OF MEMBERS AND OFFICERS

Section 1. The governing body of the Authority shall be a Board of Trustees (hereinafter, the "Board") consisting of seven (7) members of which two (2) members shall be designated by the governing body of the City of Marquette, one (1) member (who shall be the Chairperson of the Board) shall be

designated by the governing body of Sands Township, three (3) members shall be designated by the Marquette County Board of Commissioners, and one (1) member appointed by the other Board members who shall be a resident of the City of Marquette. The first such member so appointed shall be the Marquette County Prosecuting Attorney, Gary Walker. The above named entities charged with designating members of the Board are hereinafter referred to as the "Designating Entities".

Section 2. All appointments to the Board shall be made with due regard by each Designating Entity for the appointee's experience and interest in solid waste management.

Section 3. In order to minimize the potential for conflict of interest, no members of the Board of Trustees, except the representative of Sands Township, shall hold public offices or be public employees of the respective designating bodies or of any Constituent Municipality, or of any User Municipality as defined in the Agreement, or of any entity having a direct contractual relationship with the Authority or any of its Constituent or User Municipalities regarding solid waste collection and/or disposal.

Section 4. Within thirty (30) days from and after the effective date of the Articles, the governing body of each Designating Entity shall designate the respective members to serve on the Board for the following terms: Sands Township (1 member) for 4 years; City of Marquette (2 members) for 2 and 3 years; Marquette County (3 members) for 1, 2, and 3 years; and the Authority (1 member) for 1 year.

Section 5. Each Designating Entity shall, concurrently, appoint an alternate member, who shall have the right to act in the place of the regular member in event of the latter's absence from any meeting of the Board.

Section 6. At the initial organization meeting of the Board, which shall occur within thirty (30) days after the effective date of the Authority, the Board shall select a Vice-

Chairperson and a Secretary, who shall be members of the Board, and a Treasurer, who may but need not be a member of the Board.

Section 7. Officers of the Board shall serve until the organization meeting of the following year and/or until their respective successor shall be selected, and no person shall continue to serve as Chairperson, Vice-Chairperson or Secretary after ceasing to be a member of the Board.

Section 8. No appointment to the Board and no selection of an officer of the Board shall be deemed to be invalid because it was not made within or at the time specified in these Articles.

Section 9. Any Board member or alternate may be removed at any time by action of the governing body of the Designating Entity having appointed such member or alternate. Any officer of the Board may be removed by action of the Board, for cause shown.

Section 10. In the event of a vacancy on the Board, the governing body of the designating entity entitled to appoint such member shall fill the vacancy for the unexpired term. In the event of a vacancy in any office of the Board, except for the office of Chairperson, such vacancy shall be filled by the Board for the unexpired term. A vacancy in the office of Chairperson shall be filled by appointment of a new member to the Board by the legislative body of Sands Township. In case of the temporary absence or disability of any officer, the Board may appoint an interim replacement to act temporarily in such officer's stead except that, in the event of the temporary absence or disability of the Chairperson, the Vice Chairperson shall so act.

ARTICLE VII

DIRECTOR; STAFF

The Board of Trustees shall appoint a Director ("the Director"), subject to the approval of Sands Township, who shall be the chief administrator of the Authority. The role of the Director and the Director's qualifications is more fully set forth in Section 2.3 of the Agreement. The Board shall appoint other staff or employees as required.

ARTICLE VIII

TERM

Section 1. The Authority shall continue in existence and be binding for a period equal to the longest of (a) forty (40) years, (b) the date on which the bonds or other evidence of indebtedness issued to finance all or any part of the System Facility have been fully amortized and discharged, or (c) through the post-closure period as provided under Act 641.

Section 2. Subject to Section 1 of this Article VIII, in the event of termination of the Agreement, the Authority shall thereupon be dissolved and its assets liquidated and disposed of as provided by law.

ARTICLE IX

ASSUMPTION OF OBLIGATIONS

All contracts, agreements, covenants and obligations of the City, Township, and County in furtherance of the purposes of the Authority, including any costs incurred by the City, Township, or County in furtherance of such purposes prior to the formation of the Authority, shall be assumed by and be binding upon the Authority. Nothing in this Article IX is intended to relieve the City, the Township, the County or any other party of any obligation or responsibility to which such party may have been, or may continue to be, bound by law or under the express terms of the Agreement.

ARTICLE X

AGREEMENT GOVERNS

The Articles hereby incorporate by reference all of the terms and provisions with respect to the purposes, formation, powers, organizational structure and manner of operation of the Authority set forth in the Agreement. In the event of a conflict with respect to any matters affecting the Authority between the provisions of the Agreement and of the Articles, the Agreement shall govern.

ARTICLE X1

PUBLICATION; FILING

Section 1. The Articles upon adoption shall be published once in The Mining Journal, a newspaper of general circulation in the territory encompassed by the Authority.

Section 2. One printed copy of the Articles, certified as a true copy thereof, with the date and place of publication, shall be filed with each of the Michigan Secretary of State and the Clerk of Marquette County, within five (5) days after final approval.

Section 3. The Secretary of the Authority is designated to cause the publication, certification and filing referred to in Sections 1 and 2 of this Article XI.

ARTICLE XII

EFFECTIVE DATE

The Articles shall become effective and be in full force and effect, and the County shall be added as a constituent municipality, upon the last to be satisfied of the requirements for publication, certification and filing set forth in Article XI.

ARTICLE XIII

AMENDMENTS

Amendments may be made to the Articles as provided in Section 6 of Act 233.

IN WITNESS WHEREOF, the City Commission of the City of Marquette, a municipal corporation of the State of Michigan, has adopted these Articles of Incorporation, and has authorized their execution on behalf of the City of Marquette by the Mayor of the City.

CITY OF MARQUETTE

By: _____
, Mayor

The foregoing Articles of Incorporation were adopted by the City Commission of the City of Marquette, County of Marquette, State of Michigan, at a meeting duly held on the ___ day of _____, _____.

_____
, Mayor

_____
, Clerk

Dated: _____, ____

IN WITNESS WHEREOF, the Township Board of the Township of Sands, of the State of Michigan, has adopted these Articles of Incorporation, and has authorized their execution on behalf of the Township Board by the Township Supervisor.

TOWNSHIP BOARD OF THE TOWNSHIP OF SANDS

By: _____
Township Supervisor

The foregoing Articles of Incorporation were adopted by the Township Board of the Township of Sands, at a meeting duly held on the ___ day of _____, ____.

_____
Township Supervisor

_____
Township Clerk

Dated: _____, ____

IN WITNESS WHEREOF, the Board of Commissioners of the County of Marquette, a municipal corporation of the State of Michigan, has adopted these Articles of Incorporation, and has authorized their execution on behalf of the County of Marquette by the Chair of the Board of Commissioners.

COUNTY OF MARQUETTE

By: _____
, Chair, Board of Commissioners

The foregoing Articles of Incorporation were adopted by the Board of Commissioners of the County of Marquette, State of Michigan, at a meeting duly held on the ___ day of _____, _____.

_____
, Chair, Board of Commissioners

_____
, County Clerk

Dated: _____, ____