

City of Marquette, MI



Meeting Agenda City Commission

Monday, August 12, 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)

Patrick Pecor to the Marquette Brownfield Redevelopment Authority for an unexpired term ending 2-1-26

Courtney Rajt to the Traffic-Parking Advisory Committee for an unexpired term ending 5-30-27

Travis Norman to the Traffic-Parking Advisory Committee for an unexpired term ending 5-30-27

Thomas Adolphs to the Arts and Culture Advisory Committee for an unexpired term ending 6-1-27

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, Samantha Fuller

3. Higashiomi Sister City Gift Presentation, by Associate Planners for Delegate Visits Paulette Lindberg and Bill Brazier

4. Consent Agenda

4.a. Approve the minutes of the July 29, 2024 Commission work session

4.b. Approve the minutes of the July 29, 2024 regular Commission meeting

4.c. Approve the total bills payable in the amount of \$2,914,444.74

4.d. Application for Waiver - MERS Defined Benefit Pension Plan

4.e. Fire Department Turnout Gear

4.f. Marquette Area Blues Fest - Special Event Permit

4.g. Rotary Club of Marquette West - Special Event Permit

4.h. Sale of Surplus Equipment

New Business

5. Board and Committee Review: IAB
6. Board and Committee Review: PRAB
7. Board and Committee Review: Policies

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

Comments from the Commission

Comments from the City Manager

Adjournment

Kyle Whitney, City Clerk

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

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 8/12/2024

Consent Agenda

Approve the minutes of the July 29, 2024 Commission work session

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ July 29 WS Minutes



City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Meeting Agenda City Commission

WORK SESSION

Monday, July 29, 2024

4:30 PM

Commission Chambers

Call to Order, Pledge of Allegiance and Roll Call

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

Announcements

Mayor Davis had no announcements.

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

No members of the public spoke during the public comment period.

1. Chippewa Square Housing Tax Increment Financing

Deputy City Manager Sean Hobbins provided an overview of tax-increment financing and then shared an update on current housing developments in the city and region. Once operational, these developments are expected to total more than 500 units across six projects. City involvement in these projects range from no involvement or simple letters of support to intergovernmental taxing arrangements, payment-in-lieu-of-tax agreements and local development agreements.

George Stien and Aaron Leppanen, 50-50 owners in the subject property, offered a presentation about a development project at 710 Chippewa Square. Under the plan, the 20,000 square-foot commercial space would be renovated into 14 residential units, both single-bedroom and two-bedroom.

The plan would include a the establishment of a TIF district, as recent amendments to state law now allow for brownfield financing mechanisms to be utilized in support of affordable housing. Stien and Leppanen explained the rough outline of their plan, which would subsidize unit rental rates for tenants with incomes at or below an established threshold.

Commissioners and the developers discussed the presentation, with talk focusing on the subsidies, the project timeline, and project financing.

City Manager Karen Kovacs said that getting a project like this ready for Commission consideration will take a fair amount of staff time and said that the goal of this work session was to get a sense of whether the Commission would be generally supportive of the concept of using brownfield financing mechanisms to subsidize housing costs. She said the next steps will be somewhat time- and resource-intensive, and staff wants to be sure the Commission has some degree of interest before moving forward.

Deputy City Manager Sean Hobbins said this plan, if it moved forward, would include meetings, public hearings and several opportunities for input.

Commissioners offered general support for the concept of possibly establishing a brownfield TIF for housing, though some said they had questions about this specific project and this specific site, which they could reserve for a future meeting.

Some discussion focused on how this new tool is working for other municipalities that have tried it, the general need for housing in the area, and the difficulties in how state funding trickles down to the local level.

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

Margaret Brumm thanked the City Commission for the work session. She said she is concerned about the impact a project like this may have on the current commercial tenants and worried that projects like this could cause small businesses to relocate, perhaps out of the city.

Geraldine Nault said she is happy to see someone working on this issue but said she does have concerns with the city utilizing TIF mechanisms and foregoing tax revenue. Elizabeth Collins said she owns one of the other buildings in the Chippewa Square office complex and said the other building owners have been left in the dark about the plan presented tonight. She said there are parking lot issues already, and that although she supports affordable housing, she wonders how housing will fit into this area at all.

Adjournment

Mayor Davis adjourned the meeting at 5:41 p.m.

Sally Davis, Mayor

Kyle Whitney, City Clerk

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City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 8/12/2024

Consent Agenda

Approve the minutes of the July 29, 2024 regular Commission meeting

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ July 29 Minutes



City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Meeting Minutes City Commission

Monday, July 29, 2024

6:00 PM

Commission Chambers

Call to Order, Pledge of Allegiance and Roll Call

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

Approval of the Agenda

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

Announcements

Mayor Davis reminded residents that Early Voting is currently happening in the lower level of the Peter White Public Library, and said the site will be open daily from 8 a.m. to 4 p.m., through Sunday, Aug. 4.

Boards and Committees

1. Appointment(s)

Charles Klecha to the Downtown Development Authority for an unexpired term ending 01-01-25.

Mayor Pro Tem Jessica Hanley moved to Approve the appointment as recommended, seconded by Commissioner Paul Schloegel and Carried Unanimously.

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

Linda Smith spoke on behalf of the Convention of States, sharing information about the group.

Margaret Brumm said the public would like more information on a handful of items, including updates on a recent car accident on Presque Isle, as well as the dredging operation near the upper harbor. she also said she would like to see announcements and distributed literature detailing the dangers of Lake Superior.

Jane Fitkin spoke about biking infrastructure. She said that she previously spoke in April and asked for the bike lanes to be repainted and that she is back to thank the City for repainting the sharrows and lane lines. She thanked the City for showing a commitment to bike infrastructure.

Matt Luttenberger said he is on the ballot and spoke and shared his opinions on property use in north Marquette, future plans for Lakeview Arena and TIF financing.

Presentation(s)

2. Marquette Brownfield Redevelopment Authority, by Chair Callie New

Callie New offered an annual update on the activity of the Marquette Brownfield Redevelopment Authority. She provided an overview of state-supported brownfield mechanisms and TIF benefits, and shared updates on city brownfield projects.

Public Hearing(s)

3. Rezoning of 446 E. Crescent Street - Roll Call Vote

Mayor Davis opened the public hearing.

Matt Treado said he is representing the owner if there are questions from the City Commission.

With no further comments, Mayor Davis closed the public hearing.

Commissioner Jerney Ottaway moved to Concur with the Planning Commission recommendation and approve the rezoning, seconded by Commissioner Paul Schloegel and Carried Unanimously.

4. Consent Agenda - Roll Call Vote

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

4.a. Approve the minutes of the July 8, 2024 regular Commission meeting

4.b. Approve the total bills payable in the amount of \$3,944,074.87

4.c. Former MGH Brownfield Allocation

4.d. License to Use a Portion of the Magnetic Street Right-of-Way Adjacent to 305 W. Magnetic Street

4.e. License to Use a Portion of the Third Street Right-of-Way Adjacent to 600 N. Third Street

4.f. MERS Annual Meeting - Officer Delegate Appointment

4.g. MERS Authorized Official Resolution - Roll Call Vote

4.h. Proclamation - Downtown Marquette Farmers Market Week

4.i. Release of Kids Cove Funds

New Business

5. EGLE LSLR Grant - Professional Services Contract Approval

Commissioner Michael Larson moved to Approve the Professional Services Contract for Lead Service Line Identification Services with Smith Construction, Inc. for an amount not-to-exceed \$600,000, and authorize the Mayor and Clerk to sign the contract, seconded by Mayor Pro Tem Jessica Hanley and Carried Unanimously.

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

Linda Smith said that people interested in her group could go to conventionofstates.com for more information. She said she thinks it's critical that elected officials have real communication with their constituents.

Margaret Brumm identified the times and dates of future events that she will be holding in an attempt to gather signatures for a recall effort related to the Marquette Area Public Schools Board.

Matt Luttenberger spoke about Lakeview Arena, TIF funding, affordable housing and water usage.

Comments from the Commission

Commissioner Mayer highlighted some of the recent city improvements in north Marquette, and clarified how TIF functions, noting that it must be applied to private developments in order to generate the taxes needed to sustain a TIF district.

Commissioner Ottaway said it was a big weekend in Marquette and thanked the city staff for managing everything. He said the weekend events made driving on Lakeshore Boulevard very difficult during the weekend, and said the city may want to plan for those difficulties next year.

Commssioner Schloegel talked about how many people were in town and how to better handle the inflow of people and traffic. He said he was happy to see how well the City system sustained the recent heavy rain. He said that's why it is so important to invest in systems like that.

Commissioner Smith reminded people to get out and vote on Tuesday in the primary election.

Mayor Davis said the Sister Cities delegation from Higashiomi is in town through Aug. 6.

Commissioner Larson and **Mayor Pro Tim Hanley** had no comments.

Comments from the City Manager

City Manager Karen Kovacs said the upper harbor dredging project is about 60 percent complete and was paused in order to avoid disrupting fish spawning.

Deputy City Manager Sean Hobbins said the bike lines were re-striped recently and said the city is awaiting a response on an MDOT grant that would help to refresh infrastructure and the bike route plan. Additionally, he said an MDARD grant has been approved and should allow for next-level planning for bike infrastructure.

Manager Kovacs spoke about special events, and praised both the volunteer efforts and staff time that goes into these events.

Adjournment

Mayor Davis adjourned the meeting at 6:59 p.m.

Sally Davis, Mayor

Kyle Whitney, City Clerk

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City of Marquette, MI

300 West Baraga Avenue
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Agenda Date: 8/12/2024

Consent Agenda

Application for Waiver - MERS Defined Benefit Pension Plan

BACKGROUND:

Based upon the City's filing of Form 5572 and pursuant to PA 202 of 2017, the state has ruled that our MERS defined benefit pension plan is underfunded. In accordance with the Act, the City may apply for a waiver of underfunded status for each system (pension or retiree health insurance) within 45 days from the date we received notification of the underfunded status (July 26, 2024).

The steps the City has already taken to address the funding status are documented in the attached waiver application. In addition to the application itself, the City must receive City Commission approval to submit the waiver application. If the waiver application is approved by the state, the City will not have to file a corrective action plan with the Municipal Stability Board.

The City's Application for Waiver is attached.

FISCAL EFFECT:

None with this action.

RECOMMENDATION:

Approve the attached Application for Waiver for the MERS defined benefit pension plan, and authorize the City Manager to sign and return the application.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Application for Waiver

Protecting Local Government Retirement and Benefits Act

Corrective Action Plan:

Defined Benefit Pension Retirement Systems

Issued under authority of Public Act 202 of 2017 (The Act).

1. LOCAL GOVERNMENT INFORMATION

Local Government Name: _____ Six-Digit Muni Code: _____

Defined Benefit Pension System Name: _____

Contact Name (Administrative Officer): _____

Title if not Administrative Officer: _____ Telephone: _____

Email (Communication will be sent here): _____

Fiscal Year System was Determined to be Underfunded: _____

2. GENERAL INFORMATION

Corrective Action Plan: An underfunded local government shall develop and submit for approval a corrective action plan for the local government. The local government shall determine the components of the corrective action plan. This corrective action plan shall be submitted by any local government with at least one defined benefit pension retirement system that has been determined to have an underfunded status. Underfunded status for a defined benefit pension system is defined as being less than 60% funded according to the most recent audited financial statements, and, if the local government is a city, village, township, or county, the actuarially determined contribution (ADC) for all of the defined benefit pension retirement systems of the local government is greater than 10% of the local government's annual governmental fund revenues, based on the most recent fiscal year.

Due Date: The local government has **180 days from the date of notification** to submit a corrective action plan to the Municipal Stability Board (the Board). The Board may extend the 180-day deadline by up to an additional 45 days if the local government submits a reasonable draft of a corrective action plan and requests an extension.

Filing: Per Sec. 10(1) of PA 202 of 2017 (the Act), this corrective action plan **must be approved by the local government's administrative officer and its governing body. You must provide proof of your governing body approving this corrective action plan and attach the documentation as a separate PDF document.** Failure to provide documentation that demonstrates approval from your governing body will automatically result in a disapproval of the corrective action plan.

The submitted plan must demonstrate through distinct supporting documentation how and when the local government will reach the 60% funded ratio. Or, if the local government is a city, village, township, or county, the submitted plan may demonstrate how and when the ADC for all defined benefit pension systems will be less than 10% of annual governmental fund revenues, as defined by the Act. Supporting documentation for the funding ratio and/or ADC must include an actuarial projection, an actuarial valuation, or an internally developed analysis. The local government must project governmental fund revenues using a reasonable forecast based on historical trends and projected rates of inflation.

The completed plan must be submitted via email to Treasury at LocalRetirementReporting@michigan.gov for review by the Board. **If you have multiple underfunded retirement systems, you are required to**

complete separate plans and send a separate email for each underfunded system. Please attach each plan as a separate PDF document in addition to all applicable supporting documentation.

The subject line of the email(s) should be in the following format: **Corrective Action Plan-20XX, Local Government Name, Retirement System Name** (e.g. Corrective Action Plan-2017, City of Lansing, Employees' Retirement System Pension Plan). Treasury will send an automatic reply acknowledging receipt of the email. Your individual email settings must allow for receipt of Treasury's automatic reply. This will be the only notification confirming receipt of the application(s).

Municipal Stability Board: The Board shall review and vote on the approval of a corrective action plan submitted by a local government. If a corrective action plan is approved, the Board will monitor the corrective action plan and report on the local government's compliance with the Act not less than every two years.

Review Process: Following receipt of the email by Treasury, the Board will receive the corrective action plan submission at the Board's next scheduled meeting. The Board shall then approve or reject the corrective action plan within 45 days from the date of the meeting.

Considerations for Approval: A successful corrective action plan will demonstrate the actions for correcting underfunded status as set forth in Sec. 10(7) of the Act (listed below), as well as any additional solutions to address the underfunded status. Please also include steps already taken to address your underfunded status as well as the date prospective actions will be taken. A local government may also include in its corrective action plan a review of the local government's budget and finances to determine any alternative methods available to address its underfunded status. A corrective action plan under this section may include the development and implementation of corrective options for the local government to address its underfunded status. The corrective options as described in Sec. 10(7) may include, but are not limited to, any of the following:

- (i) Closing the current defined benefit plan;
- (ii) Implementing a multiplier limit;
- (iii) Reducing or eliminating new accrued benefits;
- (iv) Implementing final average compensation standards.

Implementation: The local government has up to 180 days after the approval of a corrective action plan to begin to implement the corrective action plan to address its underfunded status. The Board shall monitor each underfunded local government's compliance with this Act and any corrective action plan. The Board shall adopt a schedule, not less than every 2 years, to certify that the underfunded local government is in substantial compliance with the Act. If the Board determines that an underfunded local government is not in substantial compliance under this subsection, the Board shall within 15 days provide notification and report to the local government detailing the reasons for the determination of noncompliance with the corrective action plan. The local government has 60 days from the date of the notification to address the determination of noncompliance.

3. DESCRIPTIONS OF PRIOR ACTIONS

Prior actions are separated into three categories below: System Design Changes, Additional Funding, and Other Considerations. Please provide a brief description of the prior actions implemented by the local government to address the retirement system's underfunded status within the appropriate category section. Within each category are sample statements that you may choose to use to indicate the changes to your system that will positively affect your funded status. For retirement systems that have multiple divisions, departments, or plans within the same retirement system, please indicate how these changes impact the retirement system as a whole.

- If applicable, prior actions listed within your waiver application(s) may also be included in your corrective action plan.

Please indicate where in the attached supporting documentation these changes are described and the impact of those changes (i.e. what has the local government done to improve its underfunded status, and which attachment(s) supports your actions).

- Please provide the name of the system impacted, the date you made the change, the relevant page number(s) within the supporting documentation, and the resulting change to the system's funded ratio.

Category of Prior Actions:

- ☐ **System Design Changes** - System design changes may include the following: lower tier of benefits for new hires, final average compensation limitations, freeze future benefit accruals for active employees in the defined benefit system, defined contribution system for new hires, hybrid system for new hires, bridged multiplier for active employees, etc.

Sample Statement: *The system's multiplier for current employees was lowered from 2.5X to 2X for the **General Employees' Retirement System** on **January 1, 2019**. On page **8** of the attached actuarial supplemental valuation, it shows our funded ratio will be **60%** by fiscal year **2022**.*

<Insert User Entry Box>

- ☐ **Additional Funding** – Additional funding may include the following: voluntary contributions above the ADC, bonding, millage increases, restricted funds, etc.

Sample Statement: *The local government provided a lump sum payment of **\$1 million** to the **General Employees' Retirement System** on **January 1, 2019**. This lump sum payment was in addition to the ADC of the system. The additional contribution will increase the retirement system's funded ratio to **61% by 2027**. Please see page **10** of the attached enacted budget, which highlights this contribution of **\$1 million**.*

<Insert User Entry Box>

- ☐ **Other Considerations** – Other considerations may include the following: outdated Form 5572 information, actuarial assumption changes, amortization policy changes, etc.

Sample Statement: *The information provided on the Form 5572 from the audit used actuarial data from **2017**. Attached is an updated actuarial valuation from **2019** that shows our funded ratio has improved to **62%** as indicated on page **13**.*

<Insert User Entry Box>

4. DESCRIPTION OF PROSPECTIVE ACTIONS

The corrective action plan allows you to submit a plan of prospective actions which are separated into three categories below: System Design Changes, Additional Funding, and Other Considerations. Please provide a brief description of the additional actions the local government is planning to implement to address the retirement system's underfunded status within the appropriate category section. Within each category are sample statements that you may choose to use to indicate the changes to your system that will positively affect your funding status. For retirement systems that have multiple divisions, departments, or plans within the same retirement system, please indicate how these changes impact the retirement system as a whole.

Please indicate where in the attached supporting documentation these changes are described and the impact of those changes (i.e. what will the local government do to improve its underfunded status, and which attachment(s) supports your actions).

Category of Prospective Actions:

- ☐ **System Design Changes** - System design changes may include the following: Lower tier of benefits for new hires, final average compensation limitations, freeze future benefit accruals for active employees in the defined benefit system, defined contribution system for new hires, hybrid system for new hires, bridged multiplier for active employees, etc.

Sample Statement: Beginning with **summer 2019** contract negotiations, the local government will seek to lower the system's multiplier for current employees from 2.5X to 2X for the **General Employees' Retirement System**. On page 8 of the attached actuarial supplemental valuation, it shows our funded ratio would be **60%** funded by **fiscal year 2021** if these changes were adopted and implemented by **fiscal year 2020**.

<Insert User Entry Box>

- ☐ **Additional Funding** – Additional funding may include the following: voluntary contributions above the ADC, bonding, millage increases, restricted funds, etc.

Sample Statement: Beginning in **fiscal year 2020**, the local government will provide a lump sum payment of **\$1 million** to the **General Employees' Retirement System**. This lump sum payment will be in addition to the ADC of the system. The additional contribution will increase the retirement system's funded ratio to **61% by 2026**. Please see page 10 of the attached enacted budget, which highlights this contribution of **\$1 million**. Please see page 12 of the attached supplemental actuarial valuation showing the projected change to the system's funded ratio with this additional contribution.

- ☐ **Other Considerations** – Other considerations may include the following: outdated Form 5572 information, actuarial assumption changes, amortization policy changes, etc.

Sample Statement: Beginning in **fiscal year 2020**, the local government will begin amortizing the unfunded portion of the pension liability using a **level-dollar amortization method over a closed period of 10 years**. This will allow the retirement system to reach a funded status of **62% by 2023** as shown in the attached actuarial analysis on page 13.

5. CONFIRMATION OF FUNDING

Please check the applicable answer:

Do the corrective actions listed in this plan allow for your local government to make, at a minimum, the ADC payment for the defined benefit pension system according to your long-term budget forecast?

- ☐ **Yes**
☐ **No, Explain:**

6. DOCUMENTATION ATTACHED TO THIS CORRECTIVE ACTION PLAN

Documentation should be attached as a PDF to this corrective action plan. The documentation should detail the corrective action plan that would be implemented to adequately address the local government's underfunded status. Please check all documents that are included as part of this plan and attach in successive order as provided below:

Naming Convention: When attaching documents, please use the naming convention shown below. If there is more than one document in a specific category that needs to be submitted, include a, b, or c for each document. For example, if you are submitting two supplemental valuations, you would name the first document "Attachment 2a" and the second document "Attachment 2b".

Naming Convention:

- ☐ Attachment – I
☐ Attachment – 1a
☐ Attachment – 2a

☐ Attachment – 3a

☐ Attachment – 4a

☐ Attachment – 5a

☐ Attachment – 6a

Type of Document:

This corrective action plan form (required);

Documentation from the governing body approving this corrective action plan (required);

An actuarial projection, an actuarial valuation, or an internally developed analysis (in accordance with GASB and/or actuarial standards of practice), which illustrates how and when the local government will reach the 60% funded ratio. Or, if the local government is a city, village, township, or county, how and when the ADC will be less than 10% of governmental fund revenues, as defined by the Act (required);

Documentation of additional payments in past years that are not reflected in your audited financial statements (e.g. enacted budget, system provided information);

Documentation of commitment to additional payments in future years (e.g. resolution, ordinance);

A separate corrective action plan that the local government has approved to address its underfunded status, which includes documentation of prior actions, prospective actions, and the positive impact on the system's funded ratio;

Other documentation not categorized above.

7. CORRECTIVE ACTION PLAN CRITERIA

Please confirm that each of the three corrective action plan criteria listed below have been satisfied when submitting this document. Specific detail on corrective action plan criteria can be found in the [Corrective Action Plan Development: Best Practices and Strategies](#) document.

Corrective Action Plan Criteria:

Description:

☐ Underfunded Status

Is there a description and adequate supporting documentation of how and when the retirement system will reach the 60% funded ratio? Or, if your local government is a city, village, township, or county, how and when the ADC of all pension systems will be less than 10% of governmental fund revenues? Do the corrective actions address the underfunded status in a reasonable timeframe?

☐ Legality

Does the corrective action plan follow all applicable laws? Are all required administrative certifications and governing body approvals included?

☐ Affordability

Do the corrective action(s) listed allow the local government to make the ADC payment for the pension system now and into the future without additional changes to this corrective action plan?

8. LOCAL GOVERNMENT'S ADMINISTRATIVE OFFICER APPROVAL OF CORRECTIVE ACTION PLAN

I, **<insert name>**, as the government's administrative officer (Ex. City/Township Manager, Executive Director, Chief Executive Officer, etc.) **(insert title)** approve this corrective action plan and will implement the prospective actions contained in this corrective action plan.

I confirm to the best of my knowledge that because of the changes listed above, one of the following statements will occur:

☐ The **<insert Retirement Pension System Name>** (*insert retirement pension system name*) will achieve a funded status of at least 60% by fiscal year **<insert fiscal year>** as demonstrated by required supporting documentation listed in Section 6.

OR, if the local government is a city, village, township, or county:

☐ The ADC for all the defined benefit pension retirement systems of the local government will be less than 10% of the local government's annual governmental fund revenues by fiscal year **<insert Fiscal Year>** as demonstrated by required supporting documentation listed in Section 6.

Signature: **<insert signature>**

Date: **<insert date>**

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 8/12/2024

Consent Agenda **Fire Department Turnout Gear**

BACKGROUND:

The Fire Department has received grant funding through the State of Michigan for the purchase of 24 sets of turnout gear. Since the department uses Honeywell/Morning Pride gear and they utilize protected sales areas, there is no benefit to utilizing the competitive bid process. Jefferson Fire & Safety's quote is \$79,992.

FISCAL EFFECT:

The total cost will be reimbursed through the State of Michigan turnout gear grant program.

RECOMMENDATION:

Waive the RFP process and approve the purchase of 24 sets of turnout gear from Jefferson Fire & Safety in an amount to not exceed \$79,992.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▢ Jefferson Fire Turnout Gear Quote



City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 8/12/2024

Consent Agenda

Marquette Area Blues Fest - Special Event Permit

BACKGROUND:

Marquette Area Blues Society is requesting a Special Event Permit for City Parks, Streets, Buildings and Grounds to use Mattson Lower Harbor Park for the Marquette Area Blues Festival. The term of the contract is August 30, 2024 through September 1, 2024. Staff worked with the City Attorney and Marquette Area Blues Society to develop the permit.

FISCAL EFFECT:

The Marquette Area Blues Society was approved for Promotional Fund credit totaling \$1,265 for FY'24. The contract includes park rental fees of \$2,505 plus miscellaneous charges.

RECOMMENDATION:

Approve the Special Event Permit for City Parks, Streets, Buildings and Grounds with Marquette Area Blues Society, and authorize the Mayor and Clerk to sign the agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Permit
- ▣ 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 MARQUETTE AREA BLUES SOCIETY, a Michigan corporation, of 437 McMillan Street, 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 August 30, 2024 from 5:00 p.m. until September 1, 2024 at 10:00 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:

"MARQUETTE AREA BLUES 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 exclusive use day 1	\$800.00
Mattson Park exclusive use day 2	\$690.00
Mattson Park exclusive use day 3	\$615.00
Alcohol Permit	\$50.00
Other charges	billed separately by DPW

****PERMITTEE** may pickup thirty (30) or more 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 INSUARNC. 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 10:00 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:

from 5:00 p.m. until 10:00 p.m. on August 30, 2024;
from 12:00 p.m. (noon) until 10:00 p.m. on August 31, 2024; and
from 12:00 p.m. (noon) until 10:00 p.m. on September 1, 2024.

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, except that CITY shall be responsible for booths located within the Arena.
- (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, its 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 and its vendors, if any, may be in the park beginning at 8:00 a.m. August 29, 2024 for set up. Additionally, PERMITTEE may remain in the park for removal of all equipment, vehicles and personal property items and restoration of the park no later than 5:00 p.m. September 2, 2024. PERMITTEE will be charged \$400.00 for each day after 5:00 p.m. September 2, 2024 that any equipment, trailer, vehicle, tent or other item remains in the Mattson Park. Temporary Food Permit(s) through the Marquette County Health Department and Alcohol license(s) and permit(s) must be obtained by PERMITTEE prior to the event. 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.

- (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. PERMITTEE may terminate this Permit and all rights and obligations of the parties, without recourse by providing written notice no later than 30 days prior to the first day of the term each year to the Community Services Director, City of Marquette, 401 East Fair Avenue, Marquette, Michigan 49855. CITY may terminate this Agreement at any point prior to the first day of the event each year, by providing at least 24 hours written notice. CITY may only cancel this Permit pursuant to this paragraph if CITY is unable to provide the premises to PERMITTEE due to health, safety, legal, unforeseen weather or similar conditions that have either destroyed the premises or made the premises unusable for PERMITTEE's event. If this Permit is terminated pursuant to this paragraph, CITY agrees to use its best efforts to provide as much advance notice to PERMITTEE as possible.
- (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 CONCERNING 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

MARQUETTE AREA BLUES SOCIETY

Sally Davis, Mayor

Mark Hamari
By: Mark Hamari
Its: *President*

Kyle Whitney, City Clerk

By:
Its:

Approved as to Substance:

Karen M. Kovacs, City Manager

Approved as to Form:

Suzanne C. Larsen, City Attorney



MARQARE-04

KHONGISTO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/7/2024

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 Acrisure Great Lakes Partners Insurance Services, LLC 223 West Grand River Ave #1 Howell, MI 48843	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: West Bend Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): NAIC # 15350
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INSURED

Marquette Area Blues Society
P.O. Box 5
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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		0763885	6/20/2024	6/20/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ 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) ☐ 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 is additional insured in regards to general liability. Coverage is subject to all policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



INSURANCE BINDER

ANEUMANN

DATE (MM/DD/YYYY)
07/22/2024

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON PAGE 2 OF THIS FORM.			
AGENCY Acrisure Great Lakes Partners Insurance Services, LLC 223 West Grand River Ave #1 Howell, MI 48843		COMPANY West Bend Insurance Company	
PHONE (A/C, No, Ext):		BINDER # 11788	
FAX (A/C, No):			
CODE: 21166			
AGENCY CUSTOMER ID: MARQARE-04			
INSURED AND MAILING ADDRESS Marquette Area Blues Society P.O. Box 6 Marquette, MI 49856		DATE EFFECTIVE 08/30/2024	
		TIME 12:01	
		DATE EXPIRATION 09/29/2024	
		TIME 12:01 AM	
		NOON	
☐ THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #			
DESCRIPTION OF OPERATIONS / VEHICLES / PROPERTY (Including Location) Location Mattson Lower Harbor, Date 08/30/2024, Name Blues Fest 2024 -			

COVERAGES		LIMITS	
TYPE OF INSURANCE	COVERAGE / FORMS	DEDUCTIBLE	AMOUNT
PROPERTY ☐ BASIC ☐ BROAD ☐ SPEC			
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☒ Liquor Liability	70080 - Liquor Liability Group 1 Forms: CG3406, NS0280 RETRO DATE FOR CLAIMS MADE	EACH OCCURRENCE DAMAGE TO RENTED PREMISES MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE MEDICAL PAYMENTS PERSONAL INJURY PROT UNINSURED MOTORIST	\$ 500,000 \$ \$ \$ \$ 500,000 \$ \$ \$ \$ \$ \$ \$ \$
VEHICLE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS			
VEHICLE PHYSICAL DAMAGE DED ☐ ALL VEHICLES ☐ SCHEDULED VEHICLES		ACTUAL CASH VALUE STATED AMOUNT	\$ \$
GARAGE LIABILITY ☐ ANY AUTO		AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY EACH ACCIDENT AGGREGATE	\$ \$ \$ \$
EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE	EACH OCCURRENCE AGGREGATE SELF-INSURED RETENTION PER STATUTE	\$ \$ \$ \$
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ \$ \$
SPECIAL CONDITIONS / OTHER COVERAGES		FEES TAXES ESTIMATED TOTAL PREMIUM	\$ \$ \$

NAME & ADDRESS City of Marquette 300 W. Baraga Ave. Marquette, MI 49856		☒ MORTGAGEE ☐ LOSS PAYEE	☒ ADDITIONAL INSURED
		LOAN #	
		AUTHORIZED REPRESENTATIVE	

CONDITIONS

This Company binds the kind(s) of insurance stipulated on page 1 of this form. The Insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

Applicable in Arizona

Binders are effective for no more than ninety (90) days.

Applicable in California

When this form is used to provide insurance in the amount of one million dollars (\$1,000,000) or more, the title of the form is changed from "Insurance Binder" to "Cover Note".

Applicable in Colorado

With respect to binders issued to renters of residential premises, home owners, condo unit owners and mobile home owners, the insurer has thirty (30) business days, commencing from the effective date of coverage, to evaluate the issuance of the insurance policy.

Applicable in Delaware

The mortgagee or Obligee of any mortgage or other instrument given for the purpose of creating a lien on real property shall accept as evidence of insurance a written binder issued by an authorized insurer or its agent if the binder includes or is accompanied by: the name and address of the borrower; the name and address of the lender as loss payee; a description of the insured real property; a provision that the binder may not be canceled within the term of the binder unless the lender and the insured borrower receive written notice of the cancellation at least ten (10) days prior to the cancellation; except in the case of a renewal of a policy subsequent to the closing of the loan, a paid receipt of the full amount of the applicable premium, and the amount of insurance coverage.

Chapter 21 Title 25 Paragraph 2119

Applicable in Florida

Except for Auto Insurance coverage, no notice of cancellation or nonrenewal of a binder is required unless the duration of the binder exceeds 60 days. For auto insurance, the insurer must give 5 days prior notice, unless the binder is replaced by a policy or another binder in the same company.

Applicable in Maryland

The insurer has 45 business days, commencing from the effective date of coverage to confirm eligibility for coverage under the insurance policy.

Applicable in Michigan

The policy may be cancelled at any time at the request of the insured.

Applicable in Nevada

Any person who refuses to accept a binder which provides coverage of less than \$1,000,000.00 when proof is required: (A) Shall be fined not more than \$500.00, and (B) is liable to the party presenting the binder as proof of insurance for actual damages sustained therefrom.

Applicable in Oklahoma

All policies shall expire at 12:01 a.m. standard time on the expiration date stated in the policy.

Applicable in Oregon

Binders are effective for no more than ninety (90) days. A binder extension or renewal beyond such 90 days would require the written approval by the Director of the Department of Consumer and Business Services.

Applicable in the Virgin Islands

This binder is effective for only ninety (90) days. Within thirty (30) days of receipt of this binder, you should request an insurance policy or certificate (if applicable) from your agent and/or insurance company.

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 8/12/2024

Consent Agenda

Rotary Club of Marquette West - Special Event Permit

BACKGROUND:

The Rotary Club of Marquette West is requesting a Special Event Permit for City Parks, Streets, Buildings and Grounds to use Mattson Lower Harbor Park for Harbor Festival August 22, 2024 through August 24, 2024. Staff has worked with the Rotary Club and the City Attorney to develop the Permit.

FISCAL EFFECT:

The park rental totals are \$2,105 plus miscellaneous fees. The Rotary Club of Marquette West was approved for Promotional Funds credit totaling \$1,980.

RECOMMENDATION:

Approve the Special Event Permit for City Parks, Streets, Buildings and Grounds with the Rotary Club of Marquette West, 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 THE ROTARY CLUB OF MARQUETTE WEST, a member of Rotary International, of P.O. Box 383, 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 August 22, 2024 from 8:00 a.m. until August 24, 2024 at 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:

"HARBORFEST"

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
	\$690 2nd day
	\$615 3rd 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 City of Marquette Land Development Code.
- (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 INSURANCE. 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:

from 12:00 p.m. (noon) until 11:00 p.m. on August 22, 2024; and
from 12:00 p.m. (noon) until 11:00 p.m. on August 23, 2024; and
from 12:00 p.m. (noon) until 11:00 p.m. on August 24, 2024.

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, its 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 August 19, 2024 at 8:00 a.m. and must have all items removed from the park by 10:00 p.m. on August 26, 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 CONCERNING 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.

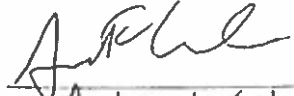
CITY OF MARQUETTE

THE ROTARY CLUB OF
MARQUETTE WEST

Sally Davis, Mayor


By: Pamela R Christensen
Its: Secretary

Kyle Whitney, City Clerk


By: Andrew LaCombe
Its: President

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)
08/01/2024

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 Hylant Group Inc 811 Madison Ave Toledo OH 43604	CONTACT NAME: Crystal Gleason	
	PHONE (A/C No. Ext): 419-259-2710 FAX (A/C No.): 419-265-7557	
Insured All Active US Rotary Clubs & Districts Rotary Club of Marquette West Attn: Risk Management Dept. 1580 Sherman Avenue Evanston, IL 60201-3698	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Westchester Surplus Lines Insurance Company	10172
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Liquor Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	G73578917003	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY	Y	G73578917003	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		Not applicable			EACH OCCURRENCE \$ AGGREGATE \$ \$
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Not applicable			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)

The Certificate Holder is included as an additional insured where required by written contract or permit subject to the terms and conditions of the general liability policy, but only to the extent bodily injury or property damage is caused in whole or in part by the acts or omissions of the insured.

CERTIFICATE HOLDER

CANCELLATION

City Of Marquette
300 W Baraga Ave
Marquette MI 49855

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Judy K. Wilson

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):

The City of Marquette its officers and employees
c/o City of Marquette
300 W. Baraga Avenue
Marquette, MI 49855
RE: Rotary Club of Marquette
Event: Harborfest
Location: Mattson Lower Harbor Park
Date: 08.22 - 08.24.2024

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;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 8/12/2024

Consent Agenda **Sale of Surplus Equipment**

BACKGROUND:

City staff routinely evaluates the motor pool fleet for obsolete and high mileage equipment. The following light duty vehicles have been recommended for sale due to high maintenance issues and frame corrosion.

777: 2007 GMC Canyon (Cracked frame)
844: 2014 Dodge Charger (Bad Transmission/Transaxle)
843: 2014 Dodge Charger (Bad Transmission/Transaxle)
748: 2005 Dodge Durango (Bad Body)
791: 2008 Ford E250 (Bad Body, Electrical issues)
835: 2014 Ford E250 (Bad Body)
849: 2005 Jeep Grand Cherokee (High Mileage/Frame)
813: 2011 Ford F250 (Bad Body, Bad Transmission)

FISCAL EFFECT:

Proceeds from the sale of this vehicle will be credited to the City's Motor Pool Fund - Sale of Fixed Assets.

RECOMMENDATION:

Declare multiple light duty vehicles as surplus, and authorize City staff to prepare the vehicle for auction.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 8/12/2024

New Business **Board and Committee Review: IAB**

BACKGROUND:

In May, the City Commission directed staff to undertake a review of the City Commission's advisory boards and committees and to report back with any proposed recommendations.

Following this review of the City's current advisory boards and committees, staff recommends the elimination of the City's Investment Advisory Board.

The IAB, established in 1980, consists of the City CFO, City Treasurer, and three members appointed by the City Commission. Its primary function has been to review investments and make recommendations regarding City funds.

Historically, while City administration has met with the IAB, staff has been ultimately responsible for all municipal investment decisions. Moreover, in recent years, there have been no applicants for the vacant seats on the IAB.

Given these factors, staff has determined the elimination of the IAB would streamline the City's advisory structure without compromising the effective management of City investments.

FISCAL EFFECT:

None by this action.

RECOMMENDATION:

Eliminate the City's Investment Advisory Board.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 8/12/2024

New Business

Board and Committee Review: PRAB

BACKGROUND:

In May, the City Commission directed staff to undertake a review of the City Commission's advisory boards and committees and to report back with any proposed recommendations.

Following this review of the City's current advisory boards and committees, staff recommends consolidating several of the City's advisory boards related to parks and recreation.

The Harbor Advisory Committee, Presque Isle Park Advisory Committee and Parks and Recreation Advisory Board are each charged with oversight of certain recreation activities in the city.

PRAB was established prior to 1974 and is tasked with advising the City Commission on the operation of the parks system and recreation programs.

PIPAC was formed in 1993 and charged with reviewing and developing recommendations impacting Presque Isle Park.

HAC was formed in 1954 and tasked with advising the City Commission regarding city shoreline and waterfront topics, with a focus on the operation of marinas, mooring fields and launch facilities.

In total, these boards have 27 seats, 10 of which are currently vacant. Since the beginning of 2022, these three boards have canceled more than 25 meetings due either to a failure to meet quorum or a lack of agenda items.

Staff recommends consolidation of these three boards into a single Parks and Recreation Advisory Board to include seats representing various recreation areas from across the community.

Initially, staff is recommending the Commission appoint the 17 current members of PRAB, HAC and PIPAC to this consolidated PRAB, with a plan to reduce the membership to 11, no later than 2027.

FISCAL EFFECT:

None by this action.

RECOMMENDATION:

Eliminate the existing Harbor Advisory Committee, Presque Isle Park Advisory Committee and Parks and Recreation Advisory Board, and create a new Parks and Recreation Advisory Board effective September 1; also appoint the members as listed in the attachment for the terms indicated.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ New PRAB Roster

Speciality Seats	Name	New Term Expiration*	
Trails	Lori Hauswirth	9/1/2025	Following term expiration, only four of these seats will be re-appointed, with preference given to seats with specialized backgrounds.
Ice/LVA	Amanda Gobert	9/1/2025	
General	Jon Nebel	9/1/2025	
General	Amy Maus	9/1/2025	
General	Erik Johnson	9/1/2025	
Presque	Daniel LaBar	9/1/2025	
General	Sarah Bixby	9/1/2026	Following term expiration, only four of these seats will be re-appointed, with preference given to seats with specialized backgrounds.
General	Andrew Tripp	9/1/2026	
General	Cadin Cahill	9/1/2026	
General	Wallace Pearson	9/1/2026	
General	Carole Touchinski	9/1/2026	
General	Christopher Jason	9/1/2026	
General	Michael Potts	9/1/2026	
Accessibility	Jamie Glenn	9/1/2027	Following term expiration, only three of these seats will be re-appointed, with preference given to seats with specialized backgrounds.
General	John Stewart	9/1/2027	
Waterfront	Todd Leigh	9/1/2027	
General	Wendy Hill-Manson	9/1/2027	

Specialty Seats
Trails
Ice/LVA
Presque Isle
Accessibility
Waterfront
Youth Sports/Fields
Aging Community
MAPS

*Subsequent terms will be three-year terms, expiring on 9/1. If seats are vacated prior to term expiration, they will be eliminated until there are four seats expiring in 2025, four in 2026 and three in 2027.

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 8/12/2024

New Business

Board and Committee Review: Policies

BACKGROUND:

In May, the City Commission directed staff to undertake a review of the City Commission's advisory boards and committees and to report back with any proposed recommendations.

Following this review of the City's current advisory boards and committees, staff recommends repealing the City Commission policies on board and committee attendance and on the applicant appointment process and is recommending these topics be covered through amendments to the City Commission policy titled Standards for City-Appointed Boards, Committees and Authorities.

The proposed amendments are indicated by highlights in the attached document. The overall policy will now include the attendance and appointment processes for appointed boards and committees, as well as a process for appointing members to the newly formulated Parks and Recreation Advisory Board.

FISCAL EFFECT:

None by this action.

RECOMMENDATION:

Repeal City Commission Policies 1973-01 and 2002-01 and adopt the proposed amendments to City Commission Policy 2023-01.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Policy 2023-01 Highlights Added

CITY OF MARQUETTE, MICHIGAN CITY COMMISSION POLICY

Policy Number: 2023-01	Revision Date(s): 08-12-2024
Date Approved: April 24, 2023	
Department: Administrative	Original Policy Number: N/A

SUBJECT: STANDARDS FOR CITY-APPOINTED BOARDS, COMMITTEES AND AUTHORITIES

PURPOSE: There are several boards and committees in the City of Marquette that serve to aid and advise in the general operation of the municipality, the members of which are appointed by the Marquette City Commission. As such, the Commission recognizes the need for these City-appointed groups to conduct productive meetings and to interact with the citizens, the media and the public in an efficient manner. Likewise, there is a need to establish clear expectations and an operating framework for communication among these groups, the City Commission and the staff of the City of Marquette.

SCOPE: This policy applies to all appointed Boards, Committees and Authorities of the City of Marquette and to all members of such bodies.

POLICY:

Rules of Procedure

When scheduling and conducting meetings, and when preparing minutes and agendas throughout the year, all boards, committees and authorities should use this policy as a framework. Except in the case of contradiction with this policy, all boards shall use all applicable portions of the City Commission's adopted Rules of Procedure (Commission Policy 2003-01) as a guideline when planning, organizing and conducting meetings.

In the case of conflict between a set of bylaws adopted by any board, committee or authority that has been established under state authority, the individual board bylaws shall be followed.

Composition

With few exceptions, each board, committee and authority of the City is composed of citizen volunteers appointed by the Marquette City Commission. These groups, which operate under the provisions detailed in the Michigan Open Meetings Act, meet regularly throughout the year to discuss topics relevant to their specific subject area. For each board, committee and authority in the City, the City Manager shall appoint a staff liaison to act as a conduit between the body and the City Manager's office and other City departments.

Parks and Recreation Advisory Board Roster

Due to the unique nature of the Parks and Recreation Advisory Board, which is intended to

include representation from various interest areas of the community, the board has several seats dedicated for applicants with elevated experience/expertise in specific areas. PRAB is comprised of 11 members and will have 3 “General” seats, as well as seats dedicated to the following areas:

- a. Trails
- b. Ice Sports/Lakeview Arena
- c. Presque Isle Park
- d. Accessibility
- e. Waterfront Activity
- f. Youth Sports and Fields
- g. Aging Community
- h. Marquette Area Public Schools

Attendance

No member who is appointed by the City Commission to serve on a Committee, Board, or Commission may miss more than three successive meetings or one-third of all meetings held by that committee each year, unless such absence is excused by the board. If a member has unexcused absences for more than three successive meetings or one third of all meetings, he or she will tender their resignation to the Committee Chairman and the City Commission. If a committee member knows that he or she will not be able to attend a meeting, the chairman or City Clerk should be notified in advance, so that action may be taken at the meeting to excuse the absence of the member. Attendance must be taken and recorded in the meeting minutes.

Appointment Process

1. All completed applications are to be sent to the City Clerk’s Office.
2. As applications are received, they are to be distributed as follows:
 - a. For applications for boards with current vacancies:
 - i. A copy of the application will be emailed to the Police Department, Treasurer, Attorney and Human Resources to verify that the applicant meets City Charter eligibility requirements for appointive office.
 - ii. Upon verification that the applicant is in good standing, the application will be sent to the Mayor and each City Commissioner for review.
 - iii. The Mayor and City Commissioners shall have at least one full week to review applications.
 - iv. If no objections are raised involving the applicant, their proposed appointment shall be listed on the agenda of the next City Commission meeting.
 - v. If there is more than one application for a vacancy, the Mayor shall determine which name will be placed on the City Commission agenda.
 - vi. Names not advanced for appointment shall be kept on file for six months, and the applicant will be notified of this.
 - b. For applications for boards with no current vacancies
 - i. If there are no openings currently available, the Clerk’s office will send a letter notifying the applicant of this, and the application will be held on file for six months.
 - c. For applications to the Parks and Recreation Advisory Board
 - i. As noted above, PRAB has several seats dedicated to applicants with elevated experience/expertise in specific areas. PRAB applications will include an opportunity for an applicant to identify such experience.
 - ii. If there are no applicants representing one of the identified specialty areas at the time a PRAB seat becomes vacant, the seat will be held open until a representative

of such specialty focus is appointed, or for three months, whichever occurs first. If, once three months elapses, it is determined that there is no applicant with experience/expertise in an unrepresented specialty area, other applicants will be considered for appointment as a “General” member.

3. A complete listing of current vacancies will be posted on the City’s website. A complete listing of all active applications will be maintained in the City Clerk’s office.
4. The Mayor has the right, but not the obligation, to consider recommendations from the board, committee or staff liaison or to make inquiry of the same nature.
5. Nothing in these rules or procedures shall prevent the City Commission or administration from inquiring as to an applicant's interest to serve on a committee other than the committee he or she applied for.
6. Following appointment, a letter shall be sent to the new appointee and to the staff liaison.

Relationships and Interactions

The primary role of a citizen appointed to a board or committee is to act as an approachable representative for City residents who have questions, concerns or ideas about specific areas of the community, while simultaneously leveraging their own individual expertise and experience to discuss topics and make official recommendations within the board’s scope of responsibility.

As reflected in the attached organizational chart, the City’s network of boards and committees is intended to serve as an accessible venue for community engagement and a clearinghouse for substantive topics.

The City Commission is the City of Marquette’s official policy-making body. While most decisions made by boards, committees and authorities are advisory in nature, they can aid in this policy-making process and will serve to inform official City Commission action. The boards and committees – informed by public input and focused discussion in open meetings – may communicate ideas and requests to the City Manager through official memoranda. These memos may be drafted by the staff liaison, but the content must first be approved by majority vote of the body.

The actions of advisory boards and committees shall be advisory only and shall not be binding. Staff liaisons are tasked with overseeing the administrative processes related to each board, ensuring timely publication of minutes, calendars and meeting notices, and relaying memorandums to the City Manager as requested by the board, committee or authority. Additionally, liaisons serve as a professional support resource for the board, answering questions and seeking follow-up as he or she deems necessary, and he or she is the channel of communication between the body and City administration.

Unless specifically directed, boards and committees should not be involved in administrative or operational matters of the City, and members may not direct staff to initiate programs, conduct large studies or draft and implement policies or ordinances; items of this nature should be the subject of an official recommendation to the City Manager via memorandum.

If action is ultimately deemed necessary, the City Commission has the authority to direct the City Manager to act accordingly.

Additionally, the City Commission may take action to request an advisory board or committee provide a recommendation on a specific topic.

Citizens appointed to serve on boards and committees should understand that it is possible that, after evaluation, recommendations made by the City's boards and committees might not be accepted by the City Commission.

When discussing the actions and discussions of a board or committee, members should always take care to draw distinctions between their personal views and those of the body on which they serve.

Annual City Commission Presentation

Each board and committee will present annually to the City Commission to provide an overview of recent activities, obstacles and discussions, as well as a summary of current goals. This will be an opportunity for the City Commission to ask questions and provide feedback. Boards and committees are expected to follow the Commission Policy on Presentation Guidelines when planning and presenting their presentation.

General Public

Boards and Committees provide an accessible channel for citizens to interact directly with City government. It is important that members of the public understand the full scope of the City process laid out in this policy. As possible, it should be made clear that the role of an advisory board is to make recommendations and that decisions on the implementation of such recommendations can only be made by the City Commission.

All meetings shall be conducted in compliance with the provisions detailed in the Michigan Open Meetings Act. An annual meeting calendar is approved by each board, and staff liaisons are responsible for ensuring that the meeting schedule is made publicly available. All schedule changes and special meetings shall be made in compliance with the Open Meetings Act, with public notifications made under the City's PSA policy.

City boards, committees and authorities are public bodies and are subject to the Michigan Freedom of Information Act. Any communication involving a board/committee/authority member – including communication amongst members, with City staff, the City Manager, City Commissioners, members of the public, or any other person – regarding official business is subject to FOIA. This includes, but is not limited to, text messages, emails, letters, photos, and handwritten notes.

Statutory Boards

Statutory boards are those established not solely by action of the City Commission, but through another legal framework such as state statute. The members of these bodies are typically appointed by the City Commission, and their advice and expertise is likewise valued by the City Commission. While statutory boards don't have the ability to make binding decisions on behalf of the City Commission, they are often granted the ability to take independent jurisdictional action relevant to their topic area. Statutory boards in the City of Marquette include, but are not limited to, the Downtown Development Authority Board, the Planning Commission and the Marquette Housing Commission.

The Commission recognizes that statutory boards may routinely take action without approval from, or direct interaction with, the City Commission. However, beyond the scope of their statutory focus area, these bodies will follow the process previously laid out in this policy.