

City of Marquette, MI



Meeting Agenda City Commission

**Monday, August 29, 2022
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

Dallas Fetter, Planning Commission, for an unexpired term ending 02-15-25
Daniel Torres, Harbor Advisor Committee, for an unexpired term ending 06-01-25
Christopher Jason, Harbor Advisor Committee, for an unexpired term ending 06-01-23
Michael Potts, Harbor Advisor Committee, for an unexpired term ending 06-01-23

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

Presentation(s)

2. Board of Zoning Appeals, by Chair Jermey Ottaway

3. Consent Agenda

- 3.a.** Approve the minutes of the August 25, 2022 special Commission meeting
- 3.b.** Approve the total bills payable in the amount of \$ 3,357,724.98
- 3.c.** 2023 BCBSM Medicare Advantage PPO Group Contract
- 3.d.** KBIC Funding for the Marquette City Fire Department
- 3.e.** Marquette Outdoors - Tourist Park Kayak Rental Lease
- 3.f.** Queen City Courts - Hurley Park Mural - Artist Contract

New Business

4. Presque Isle Dredging Project - National Environmental Policy Act - Professional Services Contracts

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: 8/29/2022

Consent Agenda

Approve the minutes of the August 25, 2022 special Commission meeting

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ August 25 minutes



City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Meeting Minutes City Commission

SPECIAL MEETING MINUTES

Thursday, August 25, 2022

Special Meeting

Call to Order, Pledge of Allegiance and Roll Call

Present: Bonsall, Davis, Hanley, Hill, Mayer, Smith, Stonehouse

Approval of the Agenda

Commissioner Fred Stonehouse moved to Approve the agenda as presented, seconded by Commissioner Sally Davis and Carried Unanimously.

Announcements

Mayor Smith had no announcements.

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

Margaret Brumm said if there is a decision to make, she would prefer to see money allocated to the maintenance of Lakeview Arena, rather than to the SmartZone, via the Local Development Financing Authority. She also said that she would suggest the City increase the littering fines.

1. Consent Agenda

Commissioner Evan Bonsall moved to Approve the Consent Agenda, seconded by Mayor Pro Tem Cody Mayer and Carried Unanimously.

1.a. Approve the minutes of the August 8, 2022 regular Commission meeting.

New Business

2. Budget Overview

City Manager Karen Kovacs, City Chief Financial Officer Mary Schlicht and Assistant City Manager Sean Hobbins introduced today's budget discussion, which will be broken up into topic areas. City Manager Kovacs said the day, which will include a lunch break, will focus at times on the City's General Fund, Debt Service Accounts, Internal Service Funds, Capital Outlay, the City's Component Units, Special Revenue Funds and Enterprise Funds.

The City Manager then led a discussion of several components of the City's proposed budget. Commissioners asked several clarifying questions - holding discussion with staff - throughout the morning's presentation.

At 11:35 a.m., Commissioner Jess Hanley moved to recess the meeting for one hour. This motion was seconded by Mayor Pro Tem Cody Mayer and carried unanimously.

At 12:35 p.m., Mayor Smith called the meeting to order, and the presentation continued. During the afternoon session, Commissioners asked questions of the directors of various component units, including the Downtown Development Authority and the Peter White Public Library. Commissioners and staff also discussed road maintenance plans and schedules and discussed both Lakeview Arena and the Local Development Finance Authority. Several Commissioners questioned whether the City was getting an appropriate amount of value from its investment into the LDFA.

LDFA board member Bruce Heikkala was in the audience and responded to Commission questions, stating that when he joined the LDFA board, he had many of the same questions he is hearing from Commissioners today. He suggested that SmartZone CEO Joe Thiel should sit down with City representatives to provide information. He said he understands there must be a cost-benefit analysis and that he would love to sit down and discuss.

Commissioner Jess Hanley then moved to direct staff to conduct an analysis of the LDFA and the body's current agreement with the City. This motion was seconded by Mayor Pro Tem Cody Mayer and carried unanimously.

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

Margaret Brumm said this was a very productive meeting. She said that the City should talk to the Michigan Tech SmartZone to get information on the LDFA-SmartZone process.

Bruce Heikkala said the Commission is in a tough spot in this budget process. He also said that when discussing fees, it's important to remember that hockey is a very expensive sport.

Comments from the Commission

Commissioner Hanley wished Mayor Pro Tem Mayer a happy birthday.

Commissioner Hill thanked staff and Commissioners for this meeting, and noted that recycling carts would be delivered to residents soon.

Commissioner Stonehouse said this was a great presentation and meeting. He compared the Lakeview Arena budgeting issues with previous issues with making the City's marina accounts solvent. He said the solution is often to increase user fees to a point where the system becomes sustainable, as the marinas now appear to be.

Mayor Smith said this was a fantastic budget presentation, with great participation. She said she would love to find a way to provide staff raises, as staff attraction and retention is vital.

Comments from the City Manager

City Manager Karen Kovacs thanked Commissioners and staff for spending their day engaged in this discussion.

Adjournment

Mayor Smith adjourned the meeting at 3:07 p.m.

Jennifer A. Smith, Mayor

Kyle Whitney, City Clerk

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City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 8/29/2022

Consent Agenda

2023 BCBSM Medicare Advantage PPO Group Contract

BACKGROUND:

The City of Marquette carries a group Medicare Advantage contract through Blue Cross Blue Shield of Michigan for eligible management retirees aged 65 and older to continue to participate with the City's group health insurance coverage. Annually rates are quoted for implementation of a new plan year to begin with the new calendar year.

The City recently received the renewal for this coming year with a 16.7% decrease in rates. The renewal rates are effective from Jan. 1, 2023 through Dec. 31, 2023. Premiums shown include MA (medical services) and PDP (pharmacy services).

FISCAL EFFECT:

The cost of the Medicare Advantage plan is currently about \$16,700 per month and will decrease by approximately \$2,700 monthly. The exact cost per month fluctuates slightly as the covered population changes. Adequate funds are included in the FY 2023 budget for this expense.

RECOMMENDATION:

Approve the 2023 BCBSM Medicare Advantage PPO Group Contract, and authorize the City Manager or her designee to sign and execute the contract.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 8/29/2022

Consent Agenda

KBIC Funding for the Marquette City Fire Department

BACKGROUND:

Firefighting is a physically demanding profession and firefighters have a 75% higher rate of cardiovascular death than the general population. The department provides cardio exercise equipment, but heavy use and age has degraded it and the equipment is past its useful service life. The department's request is to the Keweenaw Bay Indian Community for \$21,992.00 to be used to procure two commercial grade treadmills and a commercial grade Stairmaster. Proceeds from the Tribe's 2% gaming revenue would be used to fund the request; gaming regulations require that a local municipality serve as the fiscal agent for such awards.

FISCAL EFFECT:

No direct cost to the City.

RECOMMENDATION:

Authorize the City to act as the fiscal intermediary for Keweenaw Bay Indian Community for the funding of \$21,992.00 for the purchase of two treadmills and a Stairmaster for the Marquette City Fire Department, and authorize the City Manager and Fire Chief to sign the attached Agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ 2022 KBIC Grant Request Letter
- ▣ Agreement



MARQUETTE CITY FIRE DEPARTMENT

418 S. THIRD ST.
MARQUETTE, MI 49855
www.marquettemi.gov
(906) 225-8936



Fire Chief
Ian Davis

Fire Marshal
Jeff Fossitt

Battalion Chief
Brian Phillips

Battalion Chief
Brian Talvensaari

Battalion Chief
Kurt Hillier

August 11, 2022

Mrs. Kim Klopstein – Tribal President
Keweenaw Bay Indian Community (KBIC)
16429 Bear Town Rd
Baraga, MI 49908

Re: Grant Request Respectively Submitted by the Marquette City Fire Department/IAFF Local 643 for the purchase of new Physical Fitness equipment to be used by all current and future Firefighters working in our jurisdiction.

Dear Mrs. Klopstein:

First off, I would like to thank you on behalf of the Marquette City Fire Department and our IAFF Local 643 members for your time in reviewing and considering our grant. The Marquette City Fire Department is a full-time fire department that employs 24 full-time Firefighter/Paramedics. Our Fire Chief is Ian Davis, and we also have two full-time Fire Inspectors who handle numerous types of Code Enforcement issues, and finally we have a full-time Administrative Assistant.

Our Incident Response numbers have more than doubled over the last 10 years. The Marquette City Fire Department responds to approximately 2,400 incidents annually. This dramatic increase in incidents has affected our department in several ways. Our firefighters have been affected the most by the increased workload. Firefighting is a very physical and demanding job, and that makes the health and fitness of our Firefighters a very high priority. The second major effect we have experienced from the dramatic increase in calls is all the extra wear and tear on our department's equipment and fire apparatus. Our department's budget has had to be adjusted and several programs, like our Health and Fitness program, have been cut to make room for some major unplanned expenditures.

Having given you a brief summary of where our department and firefighters are right now as far as workload and department budget constraints, we would like to transition into the scope of our grant request proposal. We would like to please ask for consideration from the KBIC in assisting us with purchasing new gym and personal fitness equipment.

The total grant request proposal that we are submitting is \$21,992.00. An itemized expenditure list of all requested monies is attached as part of this proposal.

The equipment we are looking to purchase as you can see on the attached list is: (1) — "Stairmaster" Commercial Grade Console Unit, along with (2) – Commercial Grade Treadmills. The only costs above the actual cost of these three pieces of equipment would be the freight charge to deliver the equipment. We have done our due diligence in getting the best price possible for this quality we need. Almost all of our firefighters utilize this equipment, and as we are currently finding out if we don't purchase quality, durable, commercial grade equipment, these type of units do not hold up. We

currently have (2) – treadmills that are nonfunctioning and have been repaired numerous times. The physical fitness equipment proposed comes directly from a company called “Total Body Experts”. They provided fitness equipment to several fire departments and police departments throughout the country and they truly have the knowledge and the durable equipment that our firefighters will be able to utilize for several years to come. As firefighters, our daily activities and the emergencies we are called to mitigate are unknown but what is known is the fact that if we don’t prepare ourselves and keep ourselves physically fit and mentally sharp, our firefighters are more prone to more strains and sprains, knee and back issues, and of course, a much higher frequency of all cardiac and respiratory types of health problems.

In closing, we would like to again thank you for your time and consideration in our grant request proposal. Please feel free to contact me if any additional information is needed or if I can answer any questions.

Thank you,

Relief Engineer Peter Windsor
President—Marquette Firefighters Local 643
(906) 295-1542
pwindsor@marquettemi.gov

QUOTE

Marquette City Fire Michigan
418 South Third Street
MARQUETTE MI 49855

Date
13 May 2022

Expiry

Account Number

Quote Number
QU-1880

Reference

Total Body Experts +
Studio Cycles
12909 Cerise Avenue
HAWTHORNE CA 90250
UNITED STATES

Description	Quantity	Unit Price	Tax	Amount USD
10G-Gauntlet with 15" Console, Stairmaster 10G Gauntlet -9-5285-10G-15-ATSC- with 15" Console- 700-0468-31	1.00	13,487.00	Tax on Sales	13,487.00
Reg. Cost: \$17,999.00				
Savings: \$4,512.00				
Spirit CT800 Treadmill- New, CT800 Treadmill standard power - New- Sku# 800840-	2.00	3,589.00	Tax on Sales	7,178.00
Reg. Cost: \$4,799.00 ea.				
Savings: \$1,210.00 ea.				
***Total Cost Savings: \$2,420.00 ***				
LTL Freight, Shipping Freight Services	1.00	1,327.00	Tax on Sales	1,327.00
****Total Order Cost Savings: \$6,932.00***				
			Subtotal	21,992.00
			Total Sales Tax 0%	0.00
			TOTAL USD	21,992.00

Terms

Hi Peter,

Registered Office: 12909 Cerise Avenue, Hawthorne, CA, 90250, United States

AGREEMENT

This Agreement is entered into this _____ day of _____, 2022, between the CITY OF MARQUETTE, a municipal corporation, with offices located at 300 W. Baraga Avenue, Marquette, MI 49855 (hereinafter referred to as the “City”), and the CITY OF MARQUETTE FIRE DEPARTMENT, a department of the CITY OF MARQUETTE, located at 418 S. Third Street, Marquette, MI 49855 (hereinafter referred to as “Fire Department”);

WHEREAS, the Fire Department provides public health and safety services to City residents,

WHEREAS, Marquette City Charter Section 2-12 states: “The city commission see that provision is made for the public peace and health, and for the safety of persons and property.” and

WHEREAS, the Marquette City Commission has determined that the request of the Fire Department supports the Fire Department’s ability to provide for the public peace and health, and for the safety of persons and property, and is willing to enter into this Agreement with the Fire Department upon certain terms and conditions.

NOW, THEREFORE, the parties agree:

1. That for and in consideration of the payment by the City to the Fire Department of the sum of \$21,992.00 from the Keweenaw Bay Indian Community, the Fire Department will accept said money from the City to carry out its obligation to provide for the public peace and health, and for the safety of persons and property.
2. That the parties further understand and agree that the payment of the sum of \$21,992.00 by the City to the Fire Department as above-described is contingent upon the prior receipt by the City of the amount from the Keweenaw Bay Indian Community, and that if said payment is not received by the City, the City shall have no obligation to make the payment herein described to the Fire Department.

The signatories hereto certify that they are authorized to execute this document on behalf of the respective parties.

Dated: _____

By: Karen M. Kovacs
Marquette City Manager

Dated: _____

By: Ian Davis
City of Marquette Fire Chief

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 8/29/2022

Consent Agenda

Marquette Outdoors - Tourist Park Kayak Rental Lease

BACKGROUND:

Marquette Outdoors, LLC of Hancock, Michigan, has requested that the City Commission lease 60 square feet of space at Tourist Park Day-Use Area, for a storage rack for kayaks. Marquette Outdoors, LLC will rent the kayaks to campers and visitors, and pay the City 1% of their gross rental revenues. The term of the lease is from July 25, 2022 through October 31, 2022 and May 1, 2023 through October 31, 2023.

The Parks and Recreation Advisory Board recommended approval of the Lease Agreement after reviewing the proposal. The first read of the Lease Agreement was at the August 8, 2022 meeting.

FISCAL EFFECT:

Tourist Park Enterprise Fund would receive 1% of Marquette Outdoors' gross rental revenue.

RECOMMENDATION:

Approve the lease of 60 square feet of space at Tourist Park Day-Use Area with Marquette Outdoors, LLC for the purpose of kayak storage and rental, and authorize the Mayor and Clerk to sign the attached Lease Agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Lease, Exhibit A and Insurance

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____ 2022, by and between **THE CITY OF MARQUETTE**, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, Michigan 49855, hereinafter "LESSOR", and **MARQUETTE OUTDOORS, LLC**, a Michigan limited liability company, with a mailing address of 840 Pine Street, Hancock, Michigan 49930, hereinafter "LESSEE".

Recitals

- A. Lessor is the owner of the real property and beachfront located at 2145 Sugar Loaf Avenue (Tourist Park Beach) in the City of Marquette.
- B. Lessee desires to lease and Lessor is willing to lease to Lessee a section of beach as shown in Exhibit "A" located on Lessor's real property in accordance with the terms and conditions contained herein.

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

1. Leased Premises

- 1.1 Lessor leases to Lessee approximately 60 square feet of space as shown in Exhibit "A", hereinafter "PREMISES".

2. Term of Lease

This lease shall run from July 25, 2022 through October 31, 2022; and May 1, 2023 through October 31, 2023. Prior to Lessee's first day of operations, Lessee will meet with City employees to discuss logistics for the use of the Premises.

3. Rent

The rent shall be one percent (1%) of Lessee's gross revenues from operations at the Premises. Lessee shall pay each rental payment on the first day of each month for the prior month's operations for each month of the lease term. Lessee shall provide Lessor with adequate verification of the rental amount due with each rental payment.

4. Use of Premises

- 4.1 Lessee shall use the Premises only for storage of kayaks and launching and retrieving kayaks from the sandy beach area.
- 4.2 Lessee shall not use the Premises for any purpose that would:
 - a) be deemed hazardous to the public or adjoining premises including, but not necessarily limited to, fire, and environmental type hazards;
 - b) constitute a violation of any public law or requirement;
 - c) cause damage or injury to the Premises, or any part of it (ordinary wear and tear excepted);
 - d) constitute a public or private nuisance;
 - e) interfere with other uses of the Premises; or

- f) permit refuse to accumulate in or around leasehold.
- g) prohibit or restrict public access across and through the Premises.

5. Use of Public Areas by Lessee

Lessee and its invitees shall have the right to use all public areas, subject however to all rules and regulations regarding these areas. Lessee and its invitees shall only use the designated parking area as shown on Exhibit A, or if the designated parking area is full Lessee and its invitees may use any legal parking space adjacent to the Premises. Lessee is permitted to display temporary signage in common areas in accordance with all City ordinances.

6. Non-exclusive Use of Premises

Lessee acknowledges that its use of the Premises is not exclusive and that Lessee and its invitees shall have the right in common with Lessor, its invitees, and others to use the Premises.

7. Maintenance and Repair

- 7.1 Lessee shall be solely responsible for the maintenance and repair of all of Lessee's tangible personal property located or used on the Premises and shall keep them in a safe condition and good repair.
- 7.2 Lessee shall be solely responsible for the construction of any structures necessary for Lessee's use of the Premises. Lessee shall not build any structure unless it meets all zoning requirements, and Lessee shall solely be responsible for all maintenance and repair of any such structure in order to keep it safe for public use and to prevent blight.

8. Insurance and Indemnity

- 8.1 Lessee shall not permit any activity on the Premises which would invalidate or be in conflict with Lessor's insurance policies covering the Premises.
- 8.2 Lessee shall not permit any activity on the Premises which would cause Lessor's rate for the insurance described herein to be increased.
- 8.3 Lessee at its sole expense shall be responsible for insuring its own tangible personal property, equipment, and fixtures from loss from fire and other casualty and shall at all times provide Lessor with a certificate evidencing such coverage.
- 8.4 Lessee at its sole expense shall maintain liability insurance protecting and insuring Lessee and Lessor from all claims for injury or damage to persons or property arising out of the use of the Premises by Lessee, its employees, agents, invitees, and licensees. The amount of the insurance shall be not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence for accident, bodily injury, or death and not less than One Hundred Thousand and 00/100 Dollars (\$100,000.00) for property damage. Lessee shall at all times provide Lessor with a current copy of said policies with proof of payment of premium thereon. The insurance policies shall bear endorsements to the effect that the insurer agrees to notify Lessor not less than thirty (30) days in advance of any modification or cancellation thereof. Lessor shall be named as an additional insured on all insurance policies required by this lease.
- 8.5 Lessee will indemnify and hold Lessor harmless from and against all loss, cost, expense and liability whatsoever (including Lessor's cost of defending against the foregoing, such cost to include attorneys' fees) resulting or occurring by reason of Lessee's use and occupancy of the Premises.

- 8.6 Lessee at its sole expense shall follow the safety guidelines regarding water sport outfitters as set forth in Exhibit B.

9. Assignment/Subletting

- 9.1 Lessee shall not assign or sublet the Premises or any part thereof without the express prior written consent of the Lessor.
- 9.2 Lessor may freely assign its rights and obligations under this Lease Agreement to any third party pursuant to a Purchase and Sale Agreement, Land Contract or similar instrument.

10. Use of Premises by Lessor

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

11. Covenant of Quiet Enjoyment

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

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

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

13. Default by Lessee

- 13.1 If the Lessee fails to perform any obligation under this agreement within 30 days after receiving written notice of the default from the Lessor; the Lessor may terminate this lease.
- 13.2 In addition to the Lessor's other rights and remedies as stated in this lease, and without waiving any of those rights, if the Lessor deems necessary any repairs that the Lessee is required to make or if the Lessee defaults in the performance of any of its obligations under this lease, the Lessor may make repairs or cure defaults and shall not be responsible to the Lessee for any loss or damage that is caused by that action. The Lessee shall immediately pay to the Lessor, on demand, the Lessor's costs for curing any defaults, as additional rent under this lease.
- 13.3 The rights and remedies of Lessor shall be cumulative as more particularly provided by law or in equity pursuant to the laws of the State of Michigan.

14. Surrender of Leasehold Upon Termination of Lease

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

15. Miscellaneous

- 15.1 This agreement shall be binding on the parties and inure to the benefit of the Lessor and Lessee and their respective successors and assigns.
- 15.2 This agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
- 15.3 This agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated herein.
- 15.4 Any modification of this agreement or additional obligations assumed by either party in connection with this agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.
- 15.5 Waiver by Lessor of any breach of any covenant of duty of Lessee under this lease is not a waiver of a breach of any other covenant of duty of Lessee or any subsequent breach of the same covenant or duty.
- 15.6 The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.
- 15.7 All notices to be given under this lease shall be in writing and mailed, postage prepaid, or by certified or registered mail, return receipt requested, or delivered personally or by courier delivery, or sent by telecopy (immediately followed by one of the preceding methods) to Lessor's address and Lessee's address as above stated or any other place that Lessor or Lessee may designate in a written notice given to the other parties. Notices shall be deemed served on the earlier of receipt or three (3) working days after the date of mailing.

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

CITY OF MARQUETTE

MARQUETTE OUTDOORS, LLC

Jennifer A. Smith, Mayor



By: Nicolas Tuma
Its:

Kyle Whitney, City Clerk

Approved as to Substance:

Karen M. Kovacs, City Manager

Approved as to Form:

Suzanne C. Larsen, City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/26/2022

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

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

PRODUCER VAST 300 South Front Street Marquette MI 49855	CONTACT NAME: IBU IBU PHONE (A/C, No, Ext): (906) 228-7500 FAX (A/C, No): (906) 228-5385 E-MAIL: katrinam@vastsolution.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: West Bend Specialty INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Marquette Outdoors, LLC 840 Pine Street Hancock MI 49930	NAIC #

COVERAGES

CERTIFICATE NUMBER: 22-23

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: AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y		NEWGLBINDER	07/26/2022	07/26/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE OTH-ER E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$

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

Certificate holder is listed as an additional insured on the General Liability.

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

City of Marquette
300 W Baraga Ave

Marquette

MI 49855

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ACORD 25 (2016/03)

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City of Marquette, MI

Page 19 of 154



INSURANCE BINDER

DATE (MM/DD/YYYY)

7/26/2022

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON PAGE 2 OF THIS FORM.

AGENCY VAST 300 South Front Street Marquette MI 49855 PHONE (A/C, No, Ext): (906) 228-7500 FAX (A/C, No): (906) 228-5385 CODE: SUB CODE: AGENCY CUSTOMER ID: 00044383 INSURED AND MAILING ADDRESS Marquette Outdoors, LLC 840 Pine Street Hancock MI 49930		COMPANY West Bend Specialty BINDER # B2272607921 DATE EFFECTIVE TIME DATE EXPIRATION TIME 7/26/2022 12:01 X AM 8/25/2022 X 12:01 AM PM NOON THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #: NEWGLBINDER DESCRIPTION OF OPERATIONS / VEHICLES / PROPERTY (including Location)
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COVERAGES

LIMITS

TYPE OF INSURANCE	COVERAGE / FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY CAUSES OF LOSS ☐ BASIC ☐ BROAD ☐ SPEC				
GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR	\$500/claim deductible property damage deductible \$2,500/occurrence property damage deductible 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	\$ \$ \$ \$ \$ \$	1,000,000 100,000 excluded 1,000,000 2,000,000 2,000,000
VEHICLE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS		COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE MEDICAL PAYMENTS PERSONAL INJURY PROT UNINSURED MOTORIST	\$ \$ \$ \$ \$ \$	
VEHICLE PHYSICAL DAMAGE DED ☐ COLLISION ☐ OTHER THAN COL	☐ 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 49855	☐ MORTGAGEE	☒ ADDITIONAL INSURED
	☐ LOSS PAYEE	
	LOAN #:	
	AUTHORIZED REPRESENTATIVE IBU IBU/IBU <i>[Signature]</i>	

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 Obligor 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

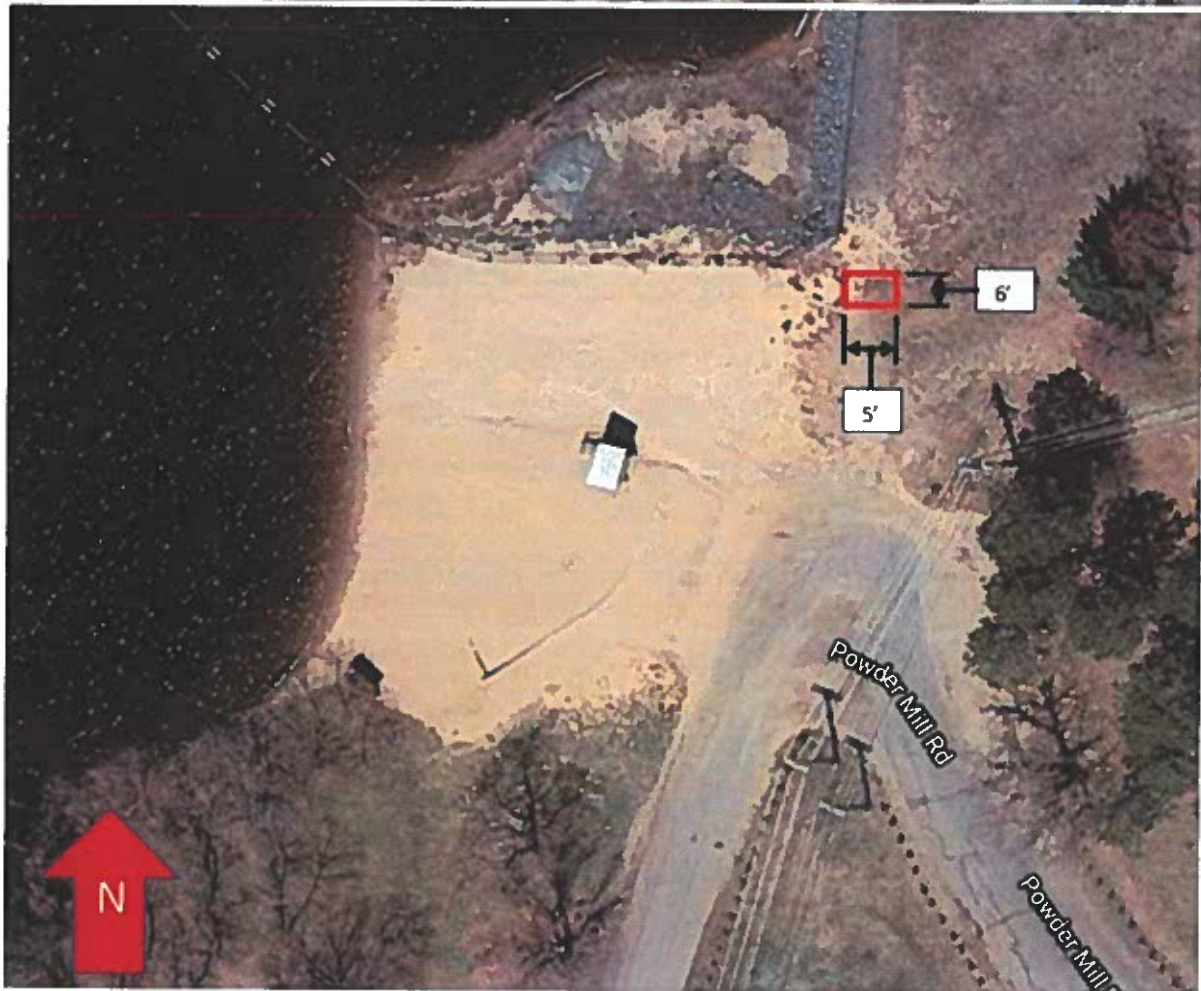
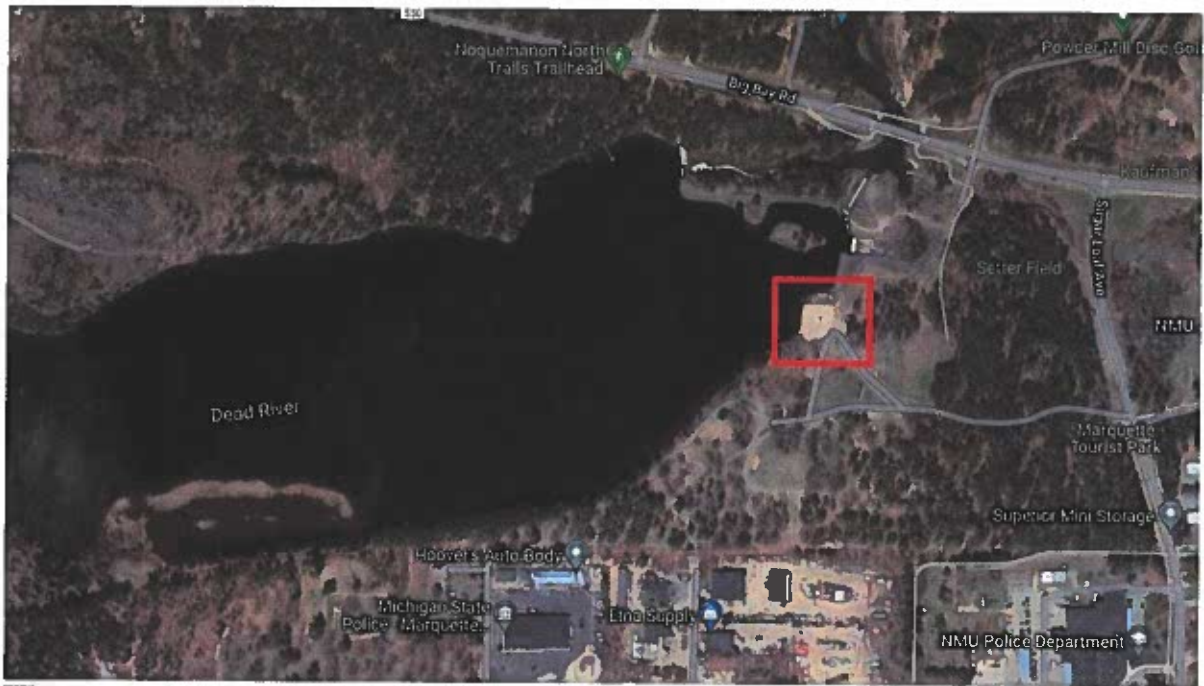
All policies shall expire at 12:01 a.m. standard time on the expiration date stated in the policy.

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: 8/29/2022

Consent Agenda

Queen City Courts - Hurley Park Mural - Artist Contract

BACKGROUND:

On May 10, 2021, the City Commission approved a contract with Joey Salamon and Ivan Montoya for the Queen City Courts Mural located at Hurley Park in the amount of \$15,000, with the intended completion date of August 31, 2021. The mural was not completed in 2021 due to challenges finding a contractor to replace the asphalt with enough time for surface preparation.

The court has since been replaced, sealed and prepared for the mural installation. The installation will be completed by August 31, 2022. The attached contract reflects the change of dates, but is otherwise the same contract approved by the Commission in May 2021.

FISCAL EFFECT:

The City's Public Art Fund included the \$15,000 artist fees within the budget.

RECOMMENDATION:

Approve the updated contract with Joey Salamon and Ivan Montoya for the Queen City Courts Mural located at Hurley Park in the amount of \$15,000, and authorize the Mayor and City Clerk to sign the agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ MPAC Meeting Minutes
- ▣ Contract
- ▣ Insurance

MARQUETTE PUBLIC ART COMMISSION

MINUTES

April 14, 2021

Zoom Meeting

Marquette, MI

Meeting began at 6:33 PM.

Present: Kristina Behrens, Linnea Gustafson, Steven Hughes, Emily Lancot, Tracy Wascom, Maureen Tyrrell and Staff Liaison, Tiina Morin

I. Call to Order

Chairperson, Tracy Wascom called meeting to order at 6:33 PM.

II. Roll Call

Linnea Gustafson, Steven Hughes, Emily Lancot, Tracy Wascom, Maureen Tyrrell, Kristina Behrens

III. Approval Minutes

Motion by Emily Lancot to consent agenda, seconded by Kristina Behrens and Steven Hughes. All were in favor.

Motion made by Steven Hughes to approve March Meeting Minutes. Seconded by Kristina Behrens. All were in favor.

IV. Public Comment

Ben Pawlowski, 348 W. Park St., Marquette – Art teacher voiced support for project and emphasized the need for visual arts in the community as it is not always supported in some local schools.

Chad McKinney, 611 Mesnard, Marquette – Graphic artist who lives in neighborhood and voiced support of project.

Iris Katers, 15 Specker Circle, Marquette – Voiced concern for having painted basketball court. Discussed poll results of community members and school kids regarding feelings about mural; all polled were not in favor of mural. Concern for individuals with depth perception/sensory problems.

Dana LaLonde, 216 Tobin Street, Negaunee, MI - Former Marquette resident, children attended Marquette Public Schools all 12 years. - Has special needs/Autistic child and voices support from perspective of having child with special needs.

Caben McKendrick, 327 Blemhuber Ave., Marquette – Frequently uses courts to play basketball in summer and is excited to play ball on painted court. Voiced support for project.

Kristine Granger, 222 Rock St., Marquette – Discussed being life-long artist and art educator, including art teacher to at-risk students, in support of project.

Ellen Moore-Sarjeant. 125 Kaye Ave., Marquette – Librarian and mother of autistic child who is 15 years of age. Both Ellen and her child were in support of images/mural project. Discussed the possibility of using other city courts if issues with the painted court.

Kyle Lafrinere, 327 Blemhuber Ave., Marquette – Artist who came to NMU in 2012, graduated with art degree in 2016. Voiced support of mural project as he feels it will increase use of park, emphasized other options within city and several blocks away if not useable.

Moire Cleary, 2 Grovehill Ct., Marquette – Theater/Arts professional in support of mural project. Significant emphasis on alternative court availability if not interested in playing on mural court.

Mrs. McKinney, 611 Mesnard, Marquette – Letter written, read by Tiina Morin, in support of having additional art in neighborhood.

Jake Fether, Marquette Senior High School Teacher – Letter read by Tiina Morin, supportive of project

Kayleigh Heynon, 327 Blemhuber Ave., Marquette – Voiced support for project.

V. MPAC Chair Report

Tracy Wascom discussed research and logistics involved to prepare for project.

VI. Manager Report

Tiina Morin discussed Art Week planning and theme, Reconnecting Through the Arts. All planned activities to take place outdoors, including country music concerts at city park. All activities take place with consideration of state public health guidelines. Public Art Passport to be discussed at next meeting. Library and Arts Center will have no exhibits through June. Marquette Compass will tentatively launch in May.

VII. Friends of Marquette Public Art Commission Report

No update; Nheena Ittner and Jennifer Ray in attendance.

VIII. Old Business

1. Queen City Courts – Review and discussion of artwork from finalists
 - a. Evaluation and determination of final design; including review of surveys and public comment. Chairperson Tracy Wascom provides background on Project Back Board and Queen City Court initiation and development, discussed goals, importance of everyone's considerations, and expectations of longevity of mural is not decades but as long as possible. Tiina provides input from home-owners adjacent to court; majority of people wished to remain anonymous. Input reported by Tiina from Jerry Irby discussed concern regarding baseballs hitting/hurting kids playing on basketball court. Tiina discussed future plan for the City to place nets around baseball diamonds. Tina discussed the research involved and completed to vet project at state level; Michigan Access, Autism Educator Board Members were provided final selection choices for feedback and had no issues with any selections. Tiina shares Dawn Bruxholm-Pape, General Education Classroom Teacher, MARESA, feedback that reviewed Transition students' responses to viewing the images; feedback was divided similarly for each image. Feedback from M. Allen, MARESA Associate Superintendent for Education when

questioning Transition students on ability to play on court with image at feet was that the mural would not be an issue. Sam Peterson, Project Back Board Director reviewed final images favorably, stating the three-point line was the most needed line for city park/pick-up basketball games. The Parks and Rec Commissioner in Philadelphia reviewed selections and foresees no issues. After discussing professional feedback, Tiina states she is in favor of moving forward with final artist selection. Tracy reviewed each of the final selections and compiled community feedback. Emily Lanctot made a motion to discuss each mural on independent basis, seconded by Steven Hughes. Each member discussed their stance on each mural, including consideration of community feedback, maintenance and play, and after a first round of votes, mural numbers 1, 2 and 5 were eliminated. A motion was made by Emily Lanctot to proceed with the final four murals, including numbers 3, 4, 6 and 7, seconded by Steven Hughes. A second round of discussion on remaining mural selections was conducted by all members, considering community feedback, maintenance, potential revisions and play; another vote was conducted, further narrowing selections to numbers 4, 6, and 7. After extensive discussion regarding murals 4, 6, and 7, a motion was made by Emily Lanctot to omit number 7 due to visual and maintenance concerns, seconded by Steven Hughes. Five members in favor, one not in favor. Final voting round proceeded with discussion of needed revisions for each mural. After considering feedback, revisions and maintenance, mural number 6 was selected unanimously by members. Emily Lanctot made a motion to move selection 6 forward for revision, seconded by Steven Hughes.

- b. Proposed revisions for chosen finalist – Discussion of slight color change to tone down brightness/contrast in colors of mural number 6.
 - c. Review of Queen City Court (QCC) contract – Steven Hughes discusses contract/final edits and will send to group for final review.
2. Creative Neighborhoods
- a. Locations – Not discussed
 - b. Discuss process as funding is not able to be used for art to be placed on private property.

IX. New Business

None

X. Committee Reports

- 1. Public Art Inventory/Outreach – No update.
- 2. Public Art Guidelines – No update.
- 3. Policy and Maintenance – Discussed pausing this report until MPAC is able to bring in professional.
- 4. Artist Handbook – Motion made by Emily to remove handbook until more appropriate time, seconded by Steven.

XI. Good of the Order

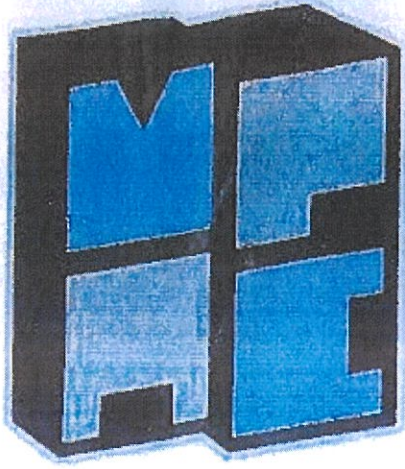
Steven expresses thanks and gratitude to Tracy and Tiina for all of the work put into the QCC project. Tracy and Emily express thanks Tiina. Kristina inquires if community members are able to assist with mural project. No formal mural announcement at this time; must go before City Commission and contract must be approved/signed. Linnea discussed supporting art education in public schools. Linnea to contact Jake Feather to collaborate on letter of support.

XII. Adjourn

Meeting was adjourned at 10:29PM.

Next scheduled regular meeting will be 5/12/2021 at 6:30PM.

Respectfully submitted by Maureen Tyrrell.



MARQUETTE PUBLIC ART COMMISSION

Agreement for Artwork Installation: "Queen City Courts," HURLEY PARK BASKETBALL COURT
ARTWORK FOR MARQUETTE PUBLIC ARTS COMMISSION (MPAC)

Completion Date: September 2022

Agreement and correspondence to:

Marquette Public Arts Commission

Contact: Tina Morin, Arts & Culture Manager, City of Marquette

Email: Tina Morin: tmorin@marquettemi.gov

ARTWORK ASSIGNMENT AGREEMENT

This Agreement is entered into this 23 day of AUGUST, 2022, by and between The City of Marquette, Michigan (the "City"), and Joseph "Joey" Salamon and Ivan Montoya (the "Vendor") for QueenCity Courts (the "Project") at the Hurley Park.



WHEREAS, the City is implementing public art into the Hurley Park public basketball court facilities, Mesnard St., Marquette, MI, and

WHEREAS, the Vendor was selected by the City, to design, execute, and install the Work for the City's Project; and

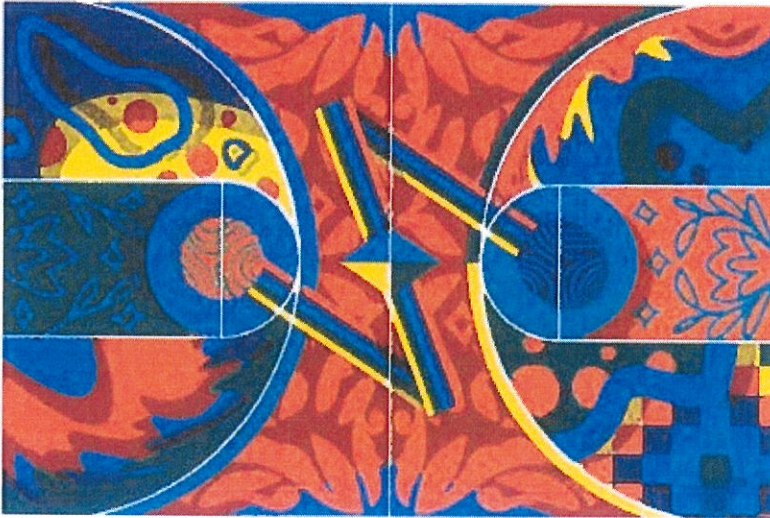
WHEREAS, all parties wish to promote and maintain the integrity and clarity of the Vendor's ideas and statements that are approved by the City as specified in this Agreement; and

WHEREAS, the Vendor will produce the Work in a professional manner;

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

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

PROJECT DESCRIPTION: After reviewing the design submissions for the Project, MPAC has selected the Vendor's Design Submission, which has been approved by the City Commission for installation on the Hurley Park basketball court during August and September 2022:



SECTION 1. SCOPE OF SERVICES

1.1 VENDOR'S OBLIGATIONS

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

1.1.2. The Vendor shall coordinate work with City Staff.

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

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

1.2.1 Upon approval of the Design Submission and confirmation of this Agreement, the Vendor shall prepare any Design Revisions requested by the City, or that are necessary due to material limitations, within 14 days of signed contract. Any revisions are understood to be undertaken with the best interest of both goals of MPAC and the original artistic intent. Any revisions will be made only by the Vendor or their assigns. The Vendor will not otherwise deviate from the selected Design Submission, without written approval and will continue to reflect an understanding of the Artwork Design Specifications and Considerations:

ARTWORK & DESIGN SPECIFICATIONS

- Vendor should consider the merits of a limited color palette and the use of solid color shapes (not gradients) in the artwork to aid in the feasibility of painting and any necessary repairs in the future.
- The artwork must be appropriate for all-ages.
- Artwork must be formatted to fit the court dimensions: 40' x 60'.
- Artwork must make the boundaries (3-pt line, free throw, key, etc.) displayed in the attached basketball court diagram easily distinguishable. The standard 2" wide court lines will be painted by a separate vendor as contracted by the City.

ARTWORK & DESIGN CONSIDERATIONS

- Consider the court will be viewed from multiple vantage points. One should not need an aerial view to experience the design.
- Try to avoid detailed figurative works. Larger solid color shapes are more successful than lots of small shapes or delicate gradients.
- To avoid confusion, try to avoid lines that will have the same width as game lines (2").
- Areas around the hoop and inside the three-point line will experience fading first when heavily used (4-5 years). The areas of design near center and sidelines will last longest.
- Light colors accumulate dirt fast, and white will reflect the sunlight (not recommended).
- Large black areas absorb heat and will get hot when playing.

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

1.2.3 The City reserves the right to require the Vendor to submit additional information deemed relevant regarding the Final Design Documents. The City and Vendor will work together to achieve compatible details for incorporation of the Work into the Project.

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

1.3 EXECUTION OF THE WORK

1.3.1. Within thirty (30) days after written approval of the Final Design Documents, and revisions made to the Final Design Documents pursuant to Section 1.2, the Vendor shall furnish to the City the installation schedule at the Project site (the "Work Schedule"). If the Work is to be integrated with the construction of the Project, the Work Schedule shall also include relevant information as to the schedule for the Project's installation and coordination with work of the Project. After written approval of the Work Schedule by the City, the Vendor shall install the Work in accordance with the Work Schedule. The Work Schedule may be amended by written agreement between the City and the Vendor.

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

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

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

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

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

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

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

1.6.2 High quality photo documentation of the step-by-step installation process, which may help in maintaining the Work's longevity. A full-listing of the paint colors (brand and identification numbers) employed shall be provided, and their assigned locations in the Work shown on a diagrammatic plan.

1.6.3. Full written narrative description of the Work, minimum of one page in length, for use on the City's website, in connection with the MAPP collection, on social media and in print. Written step-by-step instructions for appropriate maintenance and preservation of the Work.

SECTION 2: COMPENSATION AND PAYMENT SCHEDULE

2.1. The City shall pay the Vendor a fixed fee of \$15,000.00 (Fifteen Thousand Dollars and No Cents) which shall constitute full compensation for all services and materials to be performed and furnished by the Vendor under this Agreement including all labor, fees, services, expenses, materials, taxes and any other costs associated with providing this Work.

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

- \$5,000.00 upon acceptance of this Agreement and the selection of a final design from the Design Submission Phase.
- \$5,000.00 during Work installation for materials procured and work completed, as justified by actual receipts and payrolls. Invoiced amounts shall be based upon and include Vendor's Application for Payment and Invoice.
- \$5,000.00 upon final acceptance of the Work by the City and receipt by the City of all Documentation Materials, Final Design Documents, and other documentation identified herein.

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

2.4 Invoices and all attachments and reports shall be addressed to the City of Marquette, 300

W. Baraga Avenue, Community Services, Marquette, Michigan 49855. After review and approval by the City Commission and City Manager all invoices shall be paid to the Vendor by the City.

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

SECTION 3. TIME OF PERFORMANCE

3.1 DURATION. Installation and work dates will be mutually agreed upon and scheduled between the Vendor and the City. The services to be required of the Vendor shall be substantially completed by September 1, 2022.

3.2 TIME EXTENSIONS. The City shall grant a reasonable extension of time to the Vendor in the event there is a delay on the part of the City in performing its obligations under this Agreement, or if conditions beyond the Vendor's control or Acts of God render timely performance of the Vendor's services impossible or unexpectedly burdensome. Likewise, the Vendor shall grant a reasonable extension of time to the City in the event there is a delay on the part of the Vendor in performing his obligations under this Agreement, or if conditions beyond the City's control or Acts of God render timely performance of the City's obligations under this Agreement impossible or unexpectedly burdensome. Failure to fulfill contractual obligations due to conditions beyond either party's reasonable control will not be considered a breach of contract, provided such obligations shall be suspended only for the duration of such condition.

SECTION 4. WARRANTIES

4.1 WARRANTIES OF TITLE. Both parties represent and warrant that they have the right, power and authority to enter into this Agreement. Vendor hereby warrants that to the best of their knowledge, the design is the original artistic work of the Vendor and does not violate any copyright or trademark law, the rights of privacy and publicity and any other right owned by any third person or entity. This warranty does not extend to any uses that the City or others may make of the Vendor's design that may infringe the rights of others. City expressly agrees that it will hold the Vendor harmless for all liability caused by the City's use of the design to the extent such use infringes on the rights of others.

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

4.3 LENGTH OF WARRANTIES FOR QUALITY AND CONDITION. The Warranties described in Section 4.2 shall survive for a period of one year after the final acceptance of the Work. The City shall give notice to the Vendor of any observed breach with reasonable promptness. The Vendor shall, at the request of the City, and at no cost to the City, cure reasonably and promptly

the breach of any such warranty which is curable by the Vendor and which cure is consistent with professional conservation standards (including, for example, cure by means of repair or repainting of the Work).

SECTION 5. REPRODUCTION RIGHTS

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

- a) to publicly display and reproduce in any City business (non-commercial form) connected with the "Queen City Courts" project all design proposals, and revisions that are submitted for approval, including the final installed artwork, name(s) associated, photographs, likenesses of Vendors and assigns, statements, and biography.
- b) to digitally archive and display the Artwork as part of the Marquette Art in Public Places (MAPP) Collection.

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

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

5.4 COPYRIGHT REGISTRATION. The Vendor shall be responsible for registering with the United States Register of Copyrights, a copyright in the Work, and providing proof of that registration to the City.

6. VENDOR'S RIGHTS

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

6.2 REPAIRS AND RESTORATION. The City shall have the right to determine, after consultation with appropriate professionals, when and if repairs and restorations to the Work will be made. During the Vendor's lifetime, the Vendor shall have the right to approve all repairs and

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

6.3 ALTERATION or removal OF THE WORK. The City reserves the right to alter the Work and related site as necessitated by site and campus development and planning.

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

6.3.2 REMOVAL FROM DISPLAY. While it is the City's intent to retain and publicly display the Work for 10 years (at which point a new work may be commissioned to replace it), circumstances may arise that would make it necessary or prudent for the City to permanently remove the Work from public display earlier than anticipated.

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

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

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

6.6 SURVIVING COVENANTS. The covenants and obligations set forth in this Section 6 shall be binding upon the parties, their heirs, legatees, executors, administrators, assigns, transferees and all their successors in interest, and the City's covenants do attach and run with the Work and shall be binding to and until the death of the Vendor. The City shall give any subsequent owner of the Work notice in writing of the covenants herein and shall cause each such owner to be bound thereby.

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

SECTION 7. INSURANCE

7.1 The Vendor and all employees of the Vendor shall each effect and maintain insurance to

protect the Vendor from claims under workers compensation acts; claims for damages because of bodily injury including personal injury, sickness, disease, or death of any of their employees or of any person other than their employees; and from claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom, and from claims arising out of their performance of professional services caused by errors, omissions or negligent acts for which the Vendor is legally liable.

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

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

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

SECTION 10. ASSIGNMENTS, TRANSFER, SUBCONTRACTING

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

10.2 SUBCONTRACTING BY THE VENDOR. The Vendor may subcontract portions of the services to be provided hereunder at the Vendor's expense provided that said subcontracting shall not negatively affect the design, appearance, or visual quality of the Work and shall be carried out under the personal supervision of the Vendor. The Vendor must obtain approval from the City prior to hiring any subcontractor. If the City does not approve the hiring of any subcontractor, another subcontractor must be submitted for approval by the City.

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

SECTION 12. TERMINATION. If either party to this Agreement shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements or

stipulations material to this agreement, the other party shall thereupon have the right to terminate this Agreement by giving written notice to the defaulting party of its intent to terminate, specifying the grounds for termination. The defaulting party shall have thirty (30) days after receipt of the notice to cure the default. If it is not cured, this Agreement shall terminate.

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

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

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

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

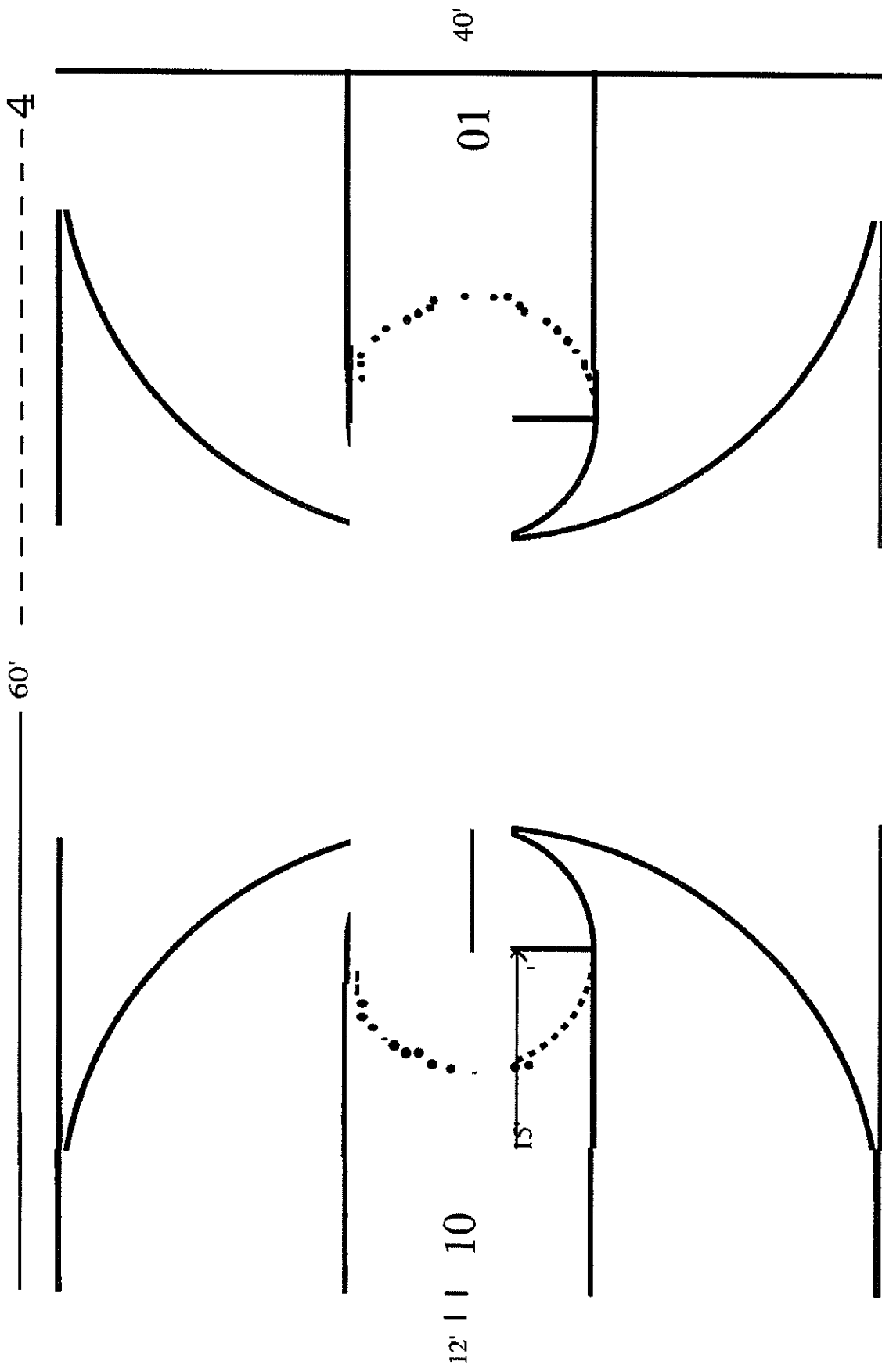
SECTION 15. MODIFICATION. No alternation change or modification of the terms of the Agreement shall be valid unless made in writing and signed by both parties hereto and approved by appropriate action of the City.

SECTION 16. NOTICES. All notices, requests, demands and other communications which are required or permitted to be given under this agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, or email to the City and Vendor as follows below:

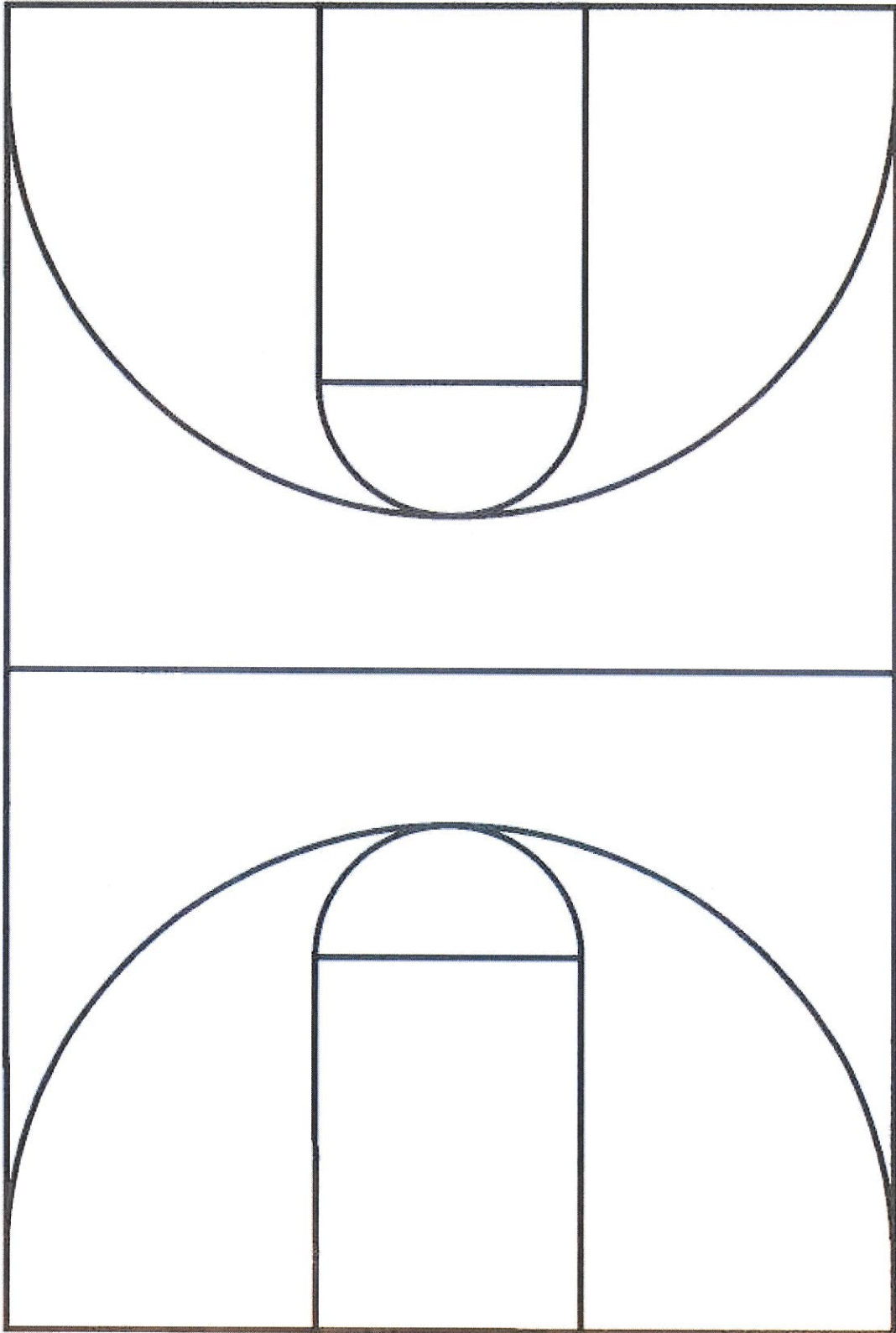
City Mailing Address: Tiina Morin, City of Marquette, 300 Baraga Avenue, Marquette MI 49855
or Email Address: tmorin@marquettemi.gov

Vendor Mailing Address: Joseph Salamon, 24650 West Hampton Street, Oak Park, MI 48237 or
Email Address: jsalamon@gmail.com

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



* The dashed line arc is an optional element.
Please hide or delete measurements from your submissions.



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

Signed this 23 day of AUGUST, 2022

THE CITY OF MARQUETTE
OWNER

Witness

Jennifer A. Smith, Mayor

Witness

Kyle Whitney, Clerk

Witness

VENDOR

By: IVAN MONTAYA

Its: THE ARTIST

Address: 663 prentiss st. Apt 38
DETROIT, MI 48201

Phone: 248 345 6417

Email: jmontayaillustration@gmail.com

Witness

VENDOR

By: Joseph Seleman

Its: The Artist

Address: 24650 Westhampton St

Oak Park MI 48237

Phone: 989-859-7070

Email: jseleman@gmail.com

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

Karen M. Kovacs, City Manager

Suzanne C. Larsen, City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/24/2022

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

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

PRODUCER Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	CONTACT NAME: PHONE (A/C No. Ext): (855) 222-5919 FAX (A/C, No): E-MAIL ADDRESS: support@nextinsurance.com														
INSURED Ivan Montoya-Vazquez Ivan Montoya 19425 Hardy St Livonia, MI 48152	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Next Insurance US Company</td><td>16285</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Next Insurance US Company	16285	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 249456550

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		NXTEZHQGOU-01-GL	05/03/2022	05/03/2023	EACH OCCURRENCE \$1,000,000.00
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000.00						
	MED EXP (Any one person) \$15,000.00						
	PERSONAL & ADV INJURY \$1,000,000.00						
							GENERAL AGGREGATE \$2,000,000.00
							PRODUCTS - COMP/OP AGG \$2,000,000.00
							\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

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

CERTIFICATE HOLDER

City of Marquette
300 W Baraga Ave
Marquette, MI 49855

LIVE CERTIFICATE



[Click or scan to view](#)

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 8/29/2022

New Business

Presque Isle Dredging Project - National Environmental Policy Act - Professional Services Contracts

BACKGROUND:

The Marquette City Commission previously approved a grant application through the US Department of Transportation (USDOT) Maritime Administration for a \$2.3M dredging project at the July 26, 2021 meeting. This proposed project is located at the mouth of the Dead River near the upper harbor ore dock. The dredge material is proposed to be re-used for shoreline protection and stabilization along the Lake Superior shoreline between Hawley Street and Fair Avenue. Any remaining or unusual material would be placed on the northern portion of the Cliffs-Dow site and at a disposal site in the LS&I railyard. The City is partnering with Cliffs Natural Resources on this project with Cliffs funding the required non-federal match portion. The USDOT has tentatively awarded this grant to the City of Marquette.

In order to initiate the grant agreement between the City of Marquette and the USDOT, the dredging and potential re-use sites must be reviewed per the requirement of the National Environmental Policy Act (NEPA). Cliffs has agreed to cover the cost of this work.

The City issued a request for proposals for the two major components of the NEPA work. This includes an Environmental Analysis (EA) and a State Historic Preservation Office (SHPO) consultation. The City received two proposals for the EA work and one proposal for the SHPO work. This information is summarized below.

SHPO Proposals

- GEI Consultants of Michigan: \$31,358.00

EA Proposals

- GEI Consultants of Michigan: \$56,956.00
- SWCA Environmental Consultants: \$97,190.00

Staff reviewed all proposals and recommends that GEI Consultants of Michigan be selected for both the EA and SHPO work based on price and the completeness of their proposal.

FISCAL EFFECT:

None. Cliffs Natural Resources has agreed to reimburse the City for the cost of this work per the attached letter of understanding (LOU).

RECOMMENDATION:

Approve the selection of GEI Consultants of Marquette, Michigan for professional services related to NEPA review work in an amount not-to-exceed \$88,314.00, and authorize the Mayor and Clerk to sign the contract.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Grant Proposal
- ▣ SHPO RFP
- ▣ EA RFP
- ▣ GEI Consultants EA Proposal
- ▣ GEI Consultants SHPO Proposal
- ▣ GEI Consultants EA Contract
- ▣ GEI Consultants SHPO Contract
- ▣ Cliffs Cost Reimbursement-LOU

**U.S. Department of Transportation
Port Infrastructure Development Program (PIDP) Proposal**

Proposal Title: The Port of Marquette, MI: Protecting Critical Infrastructure and Improving Efficiency

Applicant Organization: City of Marquette

Contact Name: L. Karen Kovacs

Title: City Manager

Contact E-mail: kkovacs@marquettemi.gov

Mailing Address: 300 W. Baraga Avenue, Marquette, Michigan 49855

Telephone Number: (906) 228-0435

Proposal Partners: Cleveland-Cliffs Inc. (Cliffs), Lake Superior & Ishpeming Railroad (LSI) and the Superior Watershed Partnership (SWP)

Funding Requested: \$1,617,750

Matching Funds: Non-Federal sources: \$750,000; 31.6%

Total Project Cost: \$2,367,750

Table of Contents

I.	Project Description	1
II.	Project Location	2
III.	Grant Funds, Sources and Uses of all Project Funding	2
IV.	Merit Criteria	3
	A. Achieving Safety, Efficiency, or Reliability Improvements	3
	B. Supporting Economic Vitality at the National and Regional Level ..	4
	C. Addressing Climate Change and Environmental Justice Impacts	5
	D. Advancing Racial Equity and Reducing Barriers to Opportunity	5
	E. Leveraging Federal Funding to Attract non-Federal Sources of Infrastructure Investment	5
V.	Project Readiness	5
	A. Technical Capacity	6
	B. Environmental Approvals	8
VI.	Domestic Preference	10
VII.	Determinations	10
VIII.	Photos and Graphics	11

Attachments Form:

Appendix A. Additional Information for Historic Preservation Review

Appendix B. BCA Documentation

I. PROJECT DESCRIPTION

The City of Marquette, Michigan (largest city in the Upper Peninsula; population 20,822), in cooperation with Cleveland-Cliffs Inc. (Cliffs), the Lake Superior & Ishpeming Railroad (LSI), and the Superior Watershed Partnership (SWP), is pleased to submit this proposal to the Department of Transportation Port Infrastructure Development Program (PIDP).

Marquette is located on the south shore of Lake Superior and includes Presque Isle Harbor and the LSI Ore Dock, which is one of the busiest Great Lakes shipping ports in both the US and Canada. The Port of Marquette (Port) was authorized by Rivers and Harbors Acts of June 3, 1896; June 13, 1902; August 30, 1935; and July 14, 1960. The Port is almost entirely used for iron ore (taconite) shipping that supports the economy of Great Lakes mining and U.S. steel manufacturing industries with an annual capacity of 9.5 million tons, generating over \$6 billion per year. In addition, the Port provides over 31,000 jobs that produce over \$433 million per year in personal income in transportation and commodity related industries. The LSI Ore Dock is 1,250 feet long, 60 feet wide and 75 feet above the water level.

The south side of this critical Port is currently operating under capacity, as a result of coastal erosion and sedimentation caused by severe storm events. Specifically, a record breaking October 2017 storm produced 28.8-foot waves (historic record) and hurricane-force wind gusts (77 mph; also a historic record), that resulted in two drownings and millions of dollars in shoreline damage. Additionally, two back-to-back storms in 2019 decimated beaches along Marquette's shoreline, pushing sediment north and shifting the outflow of the Dead River into Lake Superior, creating a massive sediment plume and the erosion of the LSI Ore Dock—critical infrastructure to the Port. The erosion of this critical port infrastructure and the plume threaten the efficiency of the transportation of goods by blocking shipments/unloading off the south side of the LSI Ore Dock (with a lost shipping capacity of \$15,689,000). Severe storms also impacted the sole access road to the Port—Lakeshore Boulevard—resulting in road closures and hundreds of thousands of dollars in additional damages. The City of Marquette provided funding for critical engineering solutions that controlled some coastal erosion and the source of sedimentation along Lakeshore Boulevard, however dredging the massive sediment plume, completing shoreline stabilization, and improving Port access infrastructure remains an urgent matter. Without these proposed mitigation efforts, sediment encroachment and erosion around the LSI Ore Dock threaten capacity of Port operations being reduced to 50% over 3 years, resulting in a \$15.7 million dollar loss in iron ore revenue—an economic pillar of the Great Lakes region.

To address port infrastructure impacts the proposed project will accomplish the following:

- Improve critical port infrastructure (access infrastructure, unloading dock/pier stabilization)
- Dredge encroaching sediment to protect port infrastructure (approximately 77,000 cubic yards)
- Beneficial reuse of dredged materials on shore to enhance coastal restoration/resiliency and protect port road infrastructure

As noted above, the accumulated sand/silt is obstructing the Dead River outflow and diverting the current towards the LSI Ore Dock. Port authorities are concerned as the diverted flow not only jeopardizes port infrastructure and impacts the ability of ore freighters to dock, but it amplifies the danger of paddlers and other boaters being pulled toward dangerous interactions with large freighters.

The removal of the sediment plume will restore the natural outflow of the Dead River into Lake Superior and compliment larger-scale coastal resiliency improvement efforts that are currently underway immediately south of the proposed project site. Sediment that is dredged from the LSI Ore Dock will be tested, and if compatible, will be deposited along Marquette’s shoreline for beneficial reuse in shoreline stabilization efforts—mitigating the impacts of future severe storm events that target the cause of these critical port infrastructure issues.

In 2020, project partners consulted the Detroit District U.S. Army Corps of Engineers (USACE) regarding the proposed dredging/infrastructure protection project. USACE supported the related benefits to the adjacent federally authorized navigation channel for Presque Isle Harbor and encouraged the City of Marquette to apply for this Port Infrastructure grant. The project is not dependent on, or affected by, U.S. Army Corps of Engineers (USACE) investment but will provide related benefits to the adjacent federally authorized navigation channel for Presque Isle Harbor.

II. PROJECT LOCATION

The proposed project will support infrastructure improvements to Presque Isle Harbor and the LSI Ore Dock, dredging a sediment plume located immediately adjacent to Lake Superior in Marquette County, Michigan (46.577979, -87.388961). As the largest city in Michigan’s rural Upper Peninsula (U.P. population 311,000; Marquette population 20,822), Marquette is considered an “urban cluster with population less than 50,000.” This Great Lakes port project located in a qualified opportunity zone will support infrastructure improvements critical to the continued operation of the port at Presque Isle Harbor. A project location map is included in Appendix A.

- Total Project Area: 11,120 linear feet, 1,110’ wide (maximum) and 80’ wide (minimum), 82.7 acres.
- Dredge Area (excavation): 1,740’ long x 50’ (minimum) to 500’ (maximum) wide, 5’-18’ deep. 14 acres. Includes approximately 75,000 cubic yards of material to be dredged from this area.
- Beneficial Reuse Area (fill): 8,000’ long, 450’ wide (maximum), and 80’ wide (minimum), 25.7 acres.

III. GRANT FUNDS, SOURCES AND USES OF ALL PROJECT FUNDING

Project partners are seeking \$1,617,750 in PIPD funding to complete proposed objectives. Project partners have pledged \$750,000 (32%) in non-federal matching funds as detailed in the attached letter from Cleveland Cliffs Inc. A detailed project budget is outlined in the narrative and table below.

Administration: Administration: Includes project administration by the City of Marquette, including technical, engineering, and grant administration costs; \$36,200 (PIDP Funds).

Architectural and engineering fees: Includes professional engineering costs, environmental reviews and permitting: \$126,500 (PIDP Funds).

Other architectural and engineering fees/consulting: Superior Watershed Partnership and its Great Lakes Climate Corps field crews will provide technical assistance for project coastal stabilization and restoration components: \$75,050 (PIDP Funds).

Site work: Includes costs for the deposit of dredge materials on shore; \$215,000 (PIDP Funds).

Dredging: Includes costs to dredge encroaching sediment (approximately 75,000 cubic yards); \$942,000 (PIDP Funds) + \$750,000 (non-Federal Match) = \$1,692,000.

Beneficial Re-use: Includes construction of a coastal restoration area: \$223,000 (PIDP Funds).

Total PIPP Funds Requested: \$1,617,750 (68.3%)

Total Non-Federal Match: \$750,000 (31.6%)

Other Non-Federal Additional Cost: \$0

Total Project: \$2,367,750

NOTE: The attached SF-424C Line 17 will not allow more than two decimals, resulting in a federal assistance requested amount of \$1,610,070 (lower than the requested amount of (\$1,617,750).

Table 1. Project Budget

Budget Category	Source of Funds			Total Project Costs
	PIPD Funds	Non-Federal	Other Federal	
Administration	\$ 36,200	\$ -	\$ -	\$ 36,200
Land, structures, rights-of-way, appraisals	\$ -	\$ -	\$ -	\$ -
Relocation expenses and payments	\$ -	\$ -	\$ -	\$ -
Architectural and engineering fees	\$ 126,500	\$ -	\$ -	\$ 126,500
Other architectural and engineering fees/consulting	\$ 75,050	\$ -	\$ -	\$ 75,050
Project inspection fees	\$ -	\$ -	\$ -	\$ -
Site work	\$ 215,000	\$ -	\$ -	\$ 215,000
Dredging	\$ 942,000	\$ 750,000	\$ -	\$ 1,692,000
Beneficial Reuse of Dredged Materials	\$ 223,000	\$ -	\$ -	\$ 223,000
Equipment	\$ -	\$ -	\$ -	\$ -
Miscellaneous	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 1,617,750	\$ 750,000	\$ 0	\$ 2,367,750

IV. MERIT CRITERIA

A. Achieving Safety, Efficiency, or Reliability Improvements

Erosion related to an increase in the frequency and intensity of coastal storm events has resulted in a sediment plume that is threatening offshore access to the Port at Presque Isle Harbor. The proposed project will address this critical issue in order to ensure the continued safe operation of the harbor and the reliable transport of goods. Specifically, the project will: 1) improve critical port infrastructure (loading/unloading dock), 2) dredge encroaching sediment to protect port infrastructure, and 3) beneficially reuse dredged materials on shore to enhance coastal restoration and protect port road infrastructure. Benefits of the proposed project include improved reliability and usage of the south side of the LSI Ore Dock, thus ensuring the critical movement of goods throughout the Great Lakes region, by providing critical port access that is not blocked by the sediment plume. Beneficially reusing the dredged material south of the proposed project location, along the only access road to the Port (Lakeshore Boulevard), supports critical infrastructure that enables and ensures long-term economic vitality—and coastal resiliency.

The removal of the sediment plume will also restore the natural outflow of the Dead River into Lake Superior, targeting transportation-related safety concerns. Michigan's Department of Natural Resources (DNR) notified the public of their concerns near the proposed project location, as the plume creates the dangerous possibility of paddlers and other recreational boaters of that area being pulled toward interaction with large shipping freighters. The Marquette Port project will improve the safety, efficiency, and reliability of iron ore shipments through this port and connecting Great Lakes ports.

B. Supporting Economic Vitality at the National and Regional Level

1. In 2017, with a shipping capacity of 9.5 million tons, the port at Presque Isle Harbor ranked 10th in tonnage among Great Lakes harbors and 58th among U.S. ports. It was also estimated that bulk commodities that pass through the harbor generate \$6.03 billion annually in business revenue and support 31,371 direct, indirect, and induced jobs that produce over \$433 million per year in personal income through transportation and commodity related industries. Without the proposed project, the south side of the LSI Ore Dock could be operating at 50% capacity, creating a revenue loss of nearly \$15.7 million, due to lost shipping capacity of iron ore.
2. The proposed project's benefits and costs were calculated by the City of Marquette's engineer, resulting in a benefit-cost ratio (BCR) of 8.5. Complete details including input values and calculations relative to a no-build baseline are included in Appendix B below. Costs associated with the calculated BCR include: lost shipping capacity, dredging costs, park land, ecosystem services, new infrastructure maintenance costs, and new infrastructure construction costs. Lost shipping is valued at approximately \$15.7 million over a three year period.
3. The proposed project will improve the economic advantage of the Port, contribute to freight transportation at the Port, and improve the competitive advantage of the Port by improving the critical access point of shipping/receiving at the south side of the LSI Ore Dock. This critical access point will be improved through the stabilization of the unloading dock, the dredging of the large sediment plume, and the beneficial reuse of dredged material in coastal resiliency and stabilization

efforts. Currently, the plume creates shipping/receiving delays and blockages of the transportation of critical goods. Removing this barrier improves the efficiency, reliability, and capacity of the Port, thus improving the competitive advantage.

4. Increasing capacity and efficiency of Port operations, will add sustainable, local jobs to Marquette County—a designated Michigan rural county. Local hiring preferences will ensure the proposed project supports economic vitality at the local/regional level. Specifically, contract work will utilize the SWP’s Great Lakes Climate Corps (GLCC) and local engineering experts. GLCC crews consist of young women and men, trained to implement a variety of high priority hands-on climate adaptation, restoration, and resiliency projects within three Great Lakes Watersheds.

C. Addressing Climate Change and Environmental Justice Impacts

Climate change is impacting the Great Lakes region with more frequent and intense storm events—such as the ones that resulted in the erosion of Marquette’s shoreline and the sediment plume impacting the Port of Marquette. [Marquette County’s 2040 Draft Master Plan](#) outlines the goal of a community resilient to climate change through mitigation, adaptation, and coordinated public policy; the proposed project directly aligns with that goal by focusing on climate adaption and mitigation measures through direct implementation of costal restoration, resiliency, and stabilization efforts. The proposed project also aligns with the Climate Change and Environmental Justice criterion, as outlined by the US DOT, through the proposed beneficial reuse of dredged materials in other climate adaptation and mitigation projects. Specifically, compatible dredged sedimentation will be beneficially reused along Marquette’s southern shorelines, focusing on shoreline stabilization, reducing future dredging requirements at the Port. Shoreline stabilization efforts will be contracted by a local environmental 501c3 nonprofit, the Superior Watershed Partnership (SWP). The SWP has enacted climate adaptation projects for over 20 years, utilizing state and national climate plans for guidance. The Environmental Protection Agency’s EJSCREEN Mapper tool (attached in appendix A) identifies the immediate population surrounding the project area with a demographic indicator of low income population at 37%.

D. Advancing Racial Equity and Reducing Barriers to Opportunity

Under Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government (January 20, 2021) outlines advancing equity for all through planning, policies, and project investments. Underserved communities positively impacted by the Marquette Port project include persons who live in rural areas, as defined by Section 2. Definitions of the executive order; the proposed project area is in a designated rural area. The Marquette Port project aligns with this executive order by improving freight access to underserved communities, increasing access to goods for underserved communities, and creating sustainable job opportunities for underserved communities.

E. Leveraging Federal Funding to Attract non-Federal Sources of Infrastructure Investment

The proposed project will leverage a minimum of \$750,000 in non-federal funding—31.6% match. Specific non-federal sources are outlined in the attached letter of support

from Cleveland-Cliffs Inc. (non-federal match is in the form of dredging and related infrastructure improvements.) The proposed project also compliments larger shoreline restoration/coastal resiliency efforts by the City of Marquette just south of the proposed project site (ongoing). This includes and is supported by funding from the National Fish and Wildlife Foundation (\$2.5M).

V. PROJECT READINESS

A. Technical Capacity

The mitigation activity will be managed and completed by the City of Marquette in The mitigation activity will be managed and completed by the City of Marquette in cooperation with Cleveland-Cliffs Inc., other project partners, and licensed contractors. The City of Marquette is the sole owner of the shoreline property in the project area and has the authority to carry out the project. The Port of Marquette (Port) was authorized by Rivers and Harbors Acts of June 3, 1896; June 13, 1902; August 30, 1935; and July 14, 1960. Cleveland Cliffs Inc. (project partner) owns and operates the Port and its infrastructure. The city administers numerous local, state and federal grants including state-funded block grants for housing and public works projects each year and has been recognized with a Certificate of Achievement for Excellence in Financial Reporting by the Government Finance Officers Association.

The project team includes the following City staff/departments: Karen Kovacs, City Manager; Mary Schlicht, Finance Director; Dennis Stachewicz, Director of Community Development; Mikael Kipela, City Engineer; Scott Cambensy, Director of Public Works; and Mark O'Neill, Director of Municipal Utilities. The Marquette City Department of Engineering will be the lead on project design and will coordinate closely with other departments. The department is composed of nine individuals (three civil engineers, one surveyor, three technicians/inspectors, on GIS technician, and one office staff person) and completes utility and street reconstruction and rehabilitation projects throughout the city each year.

Reconstruction projects include/have included initial topographic survey, design, contract document creation, bidding, construction management and inspection. In 2013, the City of Marquette completed a marina restoration project valued at \$450,000; 11,000 cubic yards were dredged (\$202,000). Rehabilitation projects include/have included: slip lining sewers, water and sewer service line replacement, sidewalk replacement, milling and overlaying street pavement, and pavement crack sealing. Both reconstruction and rehabilitation projects involve administering contracts with contractors. Over the past twenty years the cost of the above mentioned projects has averaged five million dollars per year.

In addition, the Superior Watershed Partnership (SWP) will provide technical assistance for project coastal stabilization and restoration components. Baird Engineering will provide technical oversight for port infrastructure, road infrastructure, dredging and related onshore infrastructure protection components.

- 1. Project Schedule.** The proposed project schedule includes planning and implementation activities to be completed between November 1, 2021 and December 31, 2024 (3 years). The project schedule identifies project milestones including State and local planning and other Federal reviews and approvals, including obtaining permits in compliance with the Federal Clean Waters Act, Rivers and Harbors Act, and the Michigan Natural Resource and Environmental Protection Act (described below). The proposed schedule allows for sufficient time to complete all necessary activities to allow grant funds to be obligated sufficiently in advance of the statutory deadline of September 30, 2024. The project is expected to begin construction quickly upon obligation of grant funds and those funds will be spent expeditiously once the project starts, with all funds anticipated to be expended by December 2024.

Table 2. Project schedule

	Nov-Dec 2021	Jan-Mar 2022	Apr-Jun 2022	July-Sept 2022	Oct-Dec 2022	Jan-Mar 2023	Apr-Jun 2023	July-Sept 2023	Oct-Dec 2023	Jan-Mar 2024	Apr-Jun 2024	July-Sept 2024	Oct-Dec 2024
Administration													
Coordinate partners	X	X	X	X	X	X	X	X	X	X	X	X	X
Continued Public Engagement	X	X	X	X	X	X	X	X	X	X	X	X	X
State and Local Planning	X	X	X										
Environmental Approvals													
Obtain all Federal, State, and Local Permits and Approvals	X	X	X	X									
Final Design and Approvals	X	X	X	X									
Obligation of Funds and Agreement				X									
Construction													
Bid Advertising			X	X									
Port Infrastructure Improvements (access infrastructure, dock stabilization)				X	X								
Dredge encroaching sediment from Harbor				X	X								

	Nov-Dec 2021	Jan-Mar 2022	Apr-Jun 2022	July-Sept 2022	Oct-Dec 2022	Jan-Mar 2023	Apr-Jun 2023	July-Sept 2023	Oct-Dec 2023	Jan-Mar 2024	Apr-Jun 2024	July-Sept 2024	Oct-Dec 2024
Deposit/re-use dredge materials on shore to stabilize erosion				X	X		X	X					
Conduct coastal resiliency and shoreline stabilization projects with community partners				X	X		X	X	X		X	X	X
Intermediate and Final Inspections					X				X				X
Project Closeout													X

- 2. Assessment of Project Readiness Risks and Mitigation Strategies.** All required environmental approvals are outlined in section V below. Required approvals and appropriate lead time are included in the project schedule. It is not anticipated that obtaining necessary permits/approvals will affect project obligation. Further, the City of Marquette and project partners have undertaken and will continue to undertake strategies to mitigate any potential risks to project implementation and completion. Any uncertainties around environmental conditions will be addressed through environmental studies, early and frequent communication with the regulatory agencies, and the project team, which includes a diverse collaboration of partners. The project design will utilize coastal resiliency best practices including beneficial reuse of dredged materials for development of a “living shoreline” to restore and strengthen natural systems, improve the resiliency of the shoreline to more frequent and intense storms, and provide contiguous habitat along the Lake Superior shoreline. Additional best practices will be implemented to avoid the introduction and/or spread of invasive species, soil erosion and off-site sedimentation, and other non-point source pollution. The City and partners will continue to work closely with Michigan EGLE and USACE permitting staff to finalize engineered plans, and obtain NEPA clearance and permits for implementation.

B. Environmental Approvals

- 1. Information about the NEPA status of the project.** Based on review of the Maritime Administration Manual Orders MAO 600-1, the City of Marquette and partners anticipate the project will qualify for a Categorical exclusion that does not require an environmental assessment or environmental impact statement as the proposed actions will not have a significant effect on the quality of the environment (individually or cumulatively).

The actions proposed will not change the existing character of the Port equipment, facility, or structure but will ensure the safe and efficient operations

of the Port including the LSI Marquette Ore Dock shipping channel. If a Categorical exclusion cannot be issued and environmental documents are required, the City and its partners are prepared to develop an Environmental assessment/Finding of No Significant Impact.

2. **Environmental Permits and Reviews.** The City of Marquette and partners have initiated pre-application discussions with the Michigan Department of Environment, Great Lakes and Energy (EGLE) and the U.S. Army Corps of Engineers and will be required to obtain permits in compliance with the Federal Clean Water Act and Rivers and Harbors Act, and the Michigan Natural Resource and Environmental Protection Act (NREPA) prior to beginning construction on the project. The City will also coordinate with Marquette County to determine permitting needs under Part 91 of Michigan's NREPA. It is anticipated that all permits and necessary approvals will be obtained prior to construction on the timeline specified in the project schedule.

It should also be noted that this project compliments larger shoreline restoration/coastal resiliency efforts by the City of Marquette just south of the proposed project site (ongoing). The City has obtained environmental clearances for this work from the Federal funders (NFWF/NOAA/FEMA) as well as local, state, and federal permits.

3. **State and Local Approvals.** The project will require state and local approvals under the authority of the Michigan Natural Resource and Environmental Protection Act (NREPA) administered by the Michigan EGLE and Part 91 of Michigan's NREPA administered by Marquette County. It is anticipated that all permits and necessary approvals will be obtained prior to construction on the timeline specified in the project schedule.

Extensive public outreach has been conducted and the public is supportive of increasing the resiliency of the Lake Superior shoreline in the vicinity of the project area. Extensive planning around alternatives has resulted in a comprehensive approach that will not only protect and stabilize the shoreline and critical infrastructure (roads, utilities, etc.), but will restore coastal habitat, public green space, and public access to Lake Superior.

The City of Marquette in cooperation with partners has recently invested (with public support) over \$3 million in non-federal funding to implement coastal resiliency actions at the highest priority sites. During the fall of 2019, the shoreline experienced further damage, including shoreline areas that were previously not as impacted. This resulted in the need for emergency protection efforts and a need to address impacts to new sections of the shoreline sooner than anticipated (including the actions described in this proposal).

4. **Information on reviews, approvals, and permits by other agencies.** The proposed project does not require reviews, approvals, and permits by other entity other than state and local agencies.
5. **A description of whether the project is dependent on, or affected by, U.S. Army Corps of Engineers investment and the U.S. Army Corps of**

Engineers planned activities as it relates to the project. The project is not dependent on, or affected by, U.S. Army Corps of Engineers (USACE) investment but will provide related benefits to the adjacent federally authorized navigation channel for Presque Isle Harbor. Project partners consulted the U.S. Army Corps of Engineers (USACE) regarding the proposed dredging/infrastructure protection project. USACE supported the related benefits to the adjacent federally authorized navigation channel for Presque Isle Harbor and encouraged the City of Marquette to apply for this Port Infrastructure grant.

- 6. Environmental studies or other documents.** Please see the attached additional information and photos in Appendix A.

VI. DOMESTIC PREFERENCE

The proposed project will improve the efficiency of the Port and protect critical infrastructure through shoreline stabilization and coastal resiliency efforts. This will reduce dredging requirements in the Port by removing the large plume of sediment that is encroaching on the shipping channel for a beneficial use elsewhere, further reducing future dredging requirements at the port by impounding sediment to the south through the coastal resiliency efforts. All attempts will be made to source materials that are produced or manufactured domestically; work requiring contracts will favor local businesses and organizations. No acquisition of heavy equipment or exceptions to/waivers of the Buy American provisions are anticipated.

VII. DETERMINATIONS

Applicants should use this section of the application to summarize how their project and, if present, each independent project component, meets each of the following requirements.

Project Determination	Guidance
1. The project improves the safety, efficiency, or reliability of the movement of goods through a port or intermodal connection to the port.	The Marquette Port project will improve the safety, efficiency, and reliability of iron ore shipments through this port and connecting Great Lakes ports. Specifically, the project will: 1) improve critical port infrastructure, 2) dredge encroaching sediment to protect port infrastructure, and 3) deposit dredge materials on shore to enhance coastal restoration and protect port road infrastructure. Benefits of the proposed project include improved reliability and usage of the south side of the LSI Ore Dock (targeting the possibility of a permanent blockage of the Port as a result of the plume) and ensure the critical

	movement of goods throughout the Great Lakes region. The removal of the sediment plume will also restore the natural outflow of the Dead River into Lake Superior through dredging, targeting transportation-related safety. Michigan's Department of Natural Resources (DNR) notified the public of safety concerns near the project location, as the plume creates the dangerous possibility of paddlers and other recreational users of that area being pulled toward interactions with large shipping freighters.
2. The project is cost effective.	The project is cost effective, with a calculated BCR of 8.5; see the attached BCA.
3. The eligible applicant has the authority to carry out the project.	The City of Marquette is the sole owner of the shoreline property in the project area and has the authority to carry out the project. The Port of Marquette (Port) was authorized by Rivers and Harbors Acts of June 3, 1896; June 13, 1902; August 30, 1935; and July 14, 1960. Cleveland Cliffs Inc. (project partner) owns and operates the Port and its infrastructure.
4. The eligible applicant has sufficient funding available to meet the matching requirements.	Cleveland-Cliffs Inc. is providing non-federal match in the form of dredging and related infrastructure improvements. The dredged material will then be reused and deposited along compatible shoreline areas for coastal restoration.
5. The project will be completed without unreasonable delay.	The project will be completed on time and within budget. No unreasonable delays are anticipated.
6. The project cannot be easily and efficiently completed without Federal funding or financial assistance available to the project sponsor.	The proposed project is targeting the mitigation and adaptation of climate change impacts to a critical port access point. Without federal funding assistance, the project cannot move forward at full scale; instead, the project would consist of small-scale yearly dredging efforts—

	continuing the consistent threat of delay and/or total blockage of access to the south side of the Port.
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VIII. PHOTOS AND GRAPHICS

Please refer to Appendix A.

Appendix A - ADDITIONAL INFORMATION FOR HISTORIC PRESERVATION REVIEW

Brief Project Description:

High Great Lakes water levels and recent storm events have created the following impacts to the Port of Marquette and related port infrastructure:

- Unprecedented stress to port infrastructure (access infrastructure, unloading dock erosion)
- Severe coastal erosion that has damaged shoreline to the south of the Port
- Created a massive sediment plume that is encroaching on the ore dock threatening port infrastructure and shipping

To address these port infrastructure impacts the proposed project will accomplish the following:

- Improve critical port infrastructure (access infrastructure, unloading dock stabilization)
- Dredge encroaching sediment to protect port infrastructure (approximately 75,000 cubic yards)
- Deposit dredge materials on shore to stabilize erosion and protect port road infrastructure

1. USGS Quad Map that clearly identifies the project location.

Please see the attached USGS 7.5 minute series quadrangle map (1:24,000 scale). The project Area of Potential Effects (APE) including the entire length of the project and 1,000 feet inland (Michigan Coastal Zone Boundary) and 2,000 feet offshore.

2. Township, Range, Section.

The proposed project is located in T48N, R25W, Section 2, Section 11, and Section 14.

3. Site planning showing limits of proposed excavation. Description of width, length, and depth of proposed ground distributing activity.

Please see the attached site plan. Total project area, and dimensions of excavation and fill areas are provided below:

- Total Project Area: 11,120 linear feet, 1,110' wide (maximum) and 80' wide (minimum), 82.7 acres.
- Dredge Area (excavation): 1,740' long x 50' (minimum) to 500' (maximum) wide, 5'-18' deep. 14 acres. Includes approximately 75,000 cubic yards of material to be dredged from this area.
- Beneficial Reuse Area (fill): 8,000' long, 450' wide (maximum), and 80' wide (minimum), 25.7 acres.

4. Previous land use and disturbances.

Historically, the Lake Superior shoreline in the project area consisted primarily of industrial uses (factories and rail yards), Port operations, and utilities including the Presque Isle Power Plant. Today, the project area serves as the main route to the Port, public marina public parks, and public/open green spaces that provide recreational access to Lake Superior (please see attached photos).

There is a parcel (35 acres) located immediately south and west of the project site (known as the former Cliffs Dow Site) has been designated as a Michigan Part 201 Facility due to contaminated groundwater from past industrial uses. The City is currently working closely with Michigan EGLE and Great Lakes Coastal Engineers to ensure that the ongoing and proposed shoreline improvements will not result in impacts to the environment or public health from contamination at the site. More information related to this site (including studies and reports) will be provided upon request.

Previous land disturbances in the project area have included historic industry and rail lines/yards that road and non-motorized trail construction, maintenance dredging of nearshore areas, construction of new park buildings/facilities, loss/damage of natural shoreline habitat due to large Lake Superior storms, and mechanical removal of debris and sand from roads and paths following large storm events.

5. Current land use and conditions.

The proposed project area includes 11,120 linear feet of Lake Superior shoreline that consists of sand beach, dune grasses, and native tree species, and park facilities including a parking area, restroom facility, and picnic areas. This area has been highly impacted by storm damaged and coastal flooding in recent years (please see attached photos). The Lake Superior bottom lands in the project area consist primarily of sand with few small rock outcroppings and boulders.

Lakeshore Boulevard, municipal utilities (water, sewer, electric, etc.), and a multi-use trail parallel the shoreline and provide north/south access to the Port and public parks. There have been no artifacts found in the project area. There are small wetlands located on adjacent private property in the project area. These wetlands will not be impacted by the proposed project (please see attached photos).

6. List and date all properties 50 years of age or older located in the project area.

Buildings/structures located in the project area (listed from north to south) include, the LS&I Marquette Ore Dock and facilities (constructed in 1911) including a coal un-loading structure, the Presque Isle Power Plant (constructed in 1955), Clark Lambros Beach Park restroom facility (constructed in 2015), a City of Marquette sanitary sewer lift station building (age unknown), and a commercial building (constructed in 2014) and parking area. There are no other structures or buildings located in the project area.

7. Timing of Construction Activities: Construction is expected begin in 2022 and will be completed by December 2024.

8. Proposed Construction Materials: Proposed construction materials include sand, rock, and native plant species.
9. Construction Operation Practices: Construction is expected begin in 2022 and will be completed by December 2024. Some tasks may occur simultaneously but in general would consist of the following sequence:
 1. Improve critical port infrastructure (access infrastructure, ore dock stabilization)
 2. Dredge encroaching sediment to protect port infrastructure (approximately 75,000 cubic yards).
 3. Deposit dredge materials on shore to stabilize erosion and protect port road infrastructure- beneficial reuse
10. Site Access During/After Construction: Site access will be restricted during earth moving activities. Following construction, full public access will be restored.
11. Tree Clearing: There is no planned clearing of live trees included in the proposed project.
12. Best Management Practices to be implemented: The project design will utilize coastal resiliency best practices including beneficial reuse of dredged materials for development of a “living shoreline” to restore and strengthen natural systems, improve the resiliency of the shoreline to more frequent and intense storms, and provide contiguous habitat along the Lake Superior shoreline. Additional best practices will be implemented to avoid the introduction and/or spread of invasive species, soil erosion and off-site sedimentation, and other non-point source pollution. The City and partners will continue to work closely with Michigan EGLE and USACE permitting staff to finalize engineered plans, and obtain NEPA clearance and permits for implementation.
13. Direct, Indirect, and Cumulative Impacts: The project is not expected to result in any direct, indirect or cumulative impacts to coastal uses, essential fish habitat, historic properties including archeological resources or historic structures, or to the long-term conservation of fish, wildlife and other natural resources. A State Historic Preservation Office (SHPO) review and Phase I archeological study was previously conducted for the southern portion of the project area and determined that no historic properties or archeological sites or artifacts were present. If funded, a separate SHPO review of the proposed project site area will be conducted to verify that no known historic structures will be affected during construction. The project is not located in a Special Flood Hazard Area, as depicted on a National Flood Insurance Rate Map. The City of Marquette participates in the National Flood Insurance Program.
14. Project Site Map/Plan and Photographs: See attached.
15. Documentation of Endangered or Threatened Species: A review of potential threatened or endangered species or critical habitat was provided by The Nature Conservancy using the Michigan Natural Features Inventory National Heritage database. The table below lists the potential occurrences located within a one mile radius of the proposed project area.

Endangered or Threatened Species Observed within One Mile of the Project Area:

Scientific Name	Common Name	Federal Rank	State Rank
<i>Falco peregrinus</i>	Peregrine falcon*		E
<i>Salix pellita</i>	Satiny willow		SC
<i>Drosera anglica</i>	English sundew		SC
<i>Carex atratiformis</i>	Sedge		T
<i>Rallus elegans</i>	King rail		E
<i>Myotis septentrionalis</i>	Northern long-eared	LT	SC
<i>Myotis lucifugus</i>	Little brown bat		SC
<i>Trisetum spicatum</i>	Downy oat-grass		SC
<i>Gymnocarpium</i>	Limestone oak fern*		T
<i>Pinguicula vulgaris</i>	Butterwort*		SC
<i>Corispermum</i>	American bugseed*		SC
<i>Juncus stygius</i>	Moor rush		T
<i>Amerorchis rotundifolia</i>	Small round-leaved		E
<i>Tanacetum huronense</i>	Lake Huron tansy		T

*observed within the past 10 years

Determination of no adverse impacts from TNC: The proposal area was checked against the Michigan Natural Features Inventory database. The project area falls into the element occurrence range of Small Round Leaved Orchis (*Amerorchis rotundifolia*), King Rail (*Rallus elegans*), Satiny Willow (*Salix pellita*), Lake Huron Tansy (*Tanacetum huronense*), Moor Rush (*Juncus stygius*), Northern Long Eared Bat (*Myotis septentrionalis*), and Little Brown Bat (*Myotis lucifugus*). All of these element occurrence observations are more than thirty years old. Within one mile of the project area, there are other occurrences of Peregrine Falcon (*Falco peregrinus*), English sundew (*Drosera anglica*), Sedge (*Carex atratiformis*), Downy oat-grass (*Trisetum spicatum*), Limestone Oak Fern (*Gymnocarpium robertianum*), Butterwort (*Pinguicula vulgaris*), and American bugseed (*Corispermum americanum*). Some of these have been seen within the past ten years. In accordance with TNC staff recommendations, the [MNFI Rare Plants and Animals List](#) will be utilized to survey the project area for these species; however, it is unlikely that they are still present in the project area.

Citation: Natural Heritage Biotics Database. Consolidated by: Michigan Natural Features Inventory. Distributed by MNFI and accessed on December 10, 2019 by Lisa Niemi and Emily Clegg at The Nature Conservancy.

The Port of Marquette, MI: Protecting Critical Infrastructure and Improving Efficiency

Project Area of Potential Effects (APE)



The Port of Marquette, MI: Protecting Critical Infrastructure and Improving Efficiency

Project APE on USGS Topo







Photo 1. Looking north at the Port access road (Lakeshore Boulevard) during a storm.

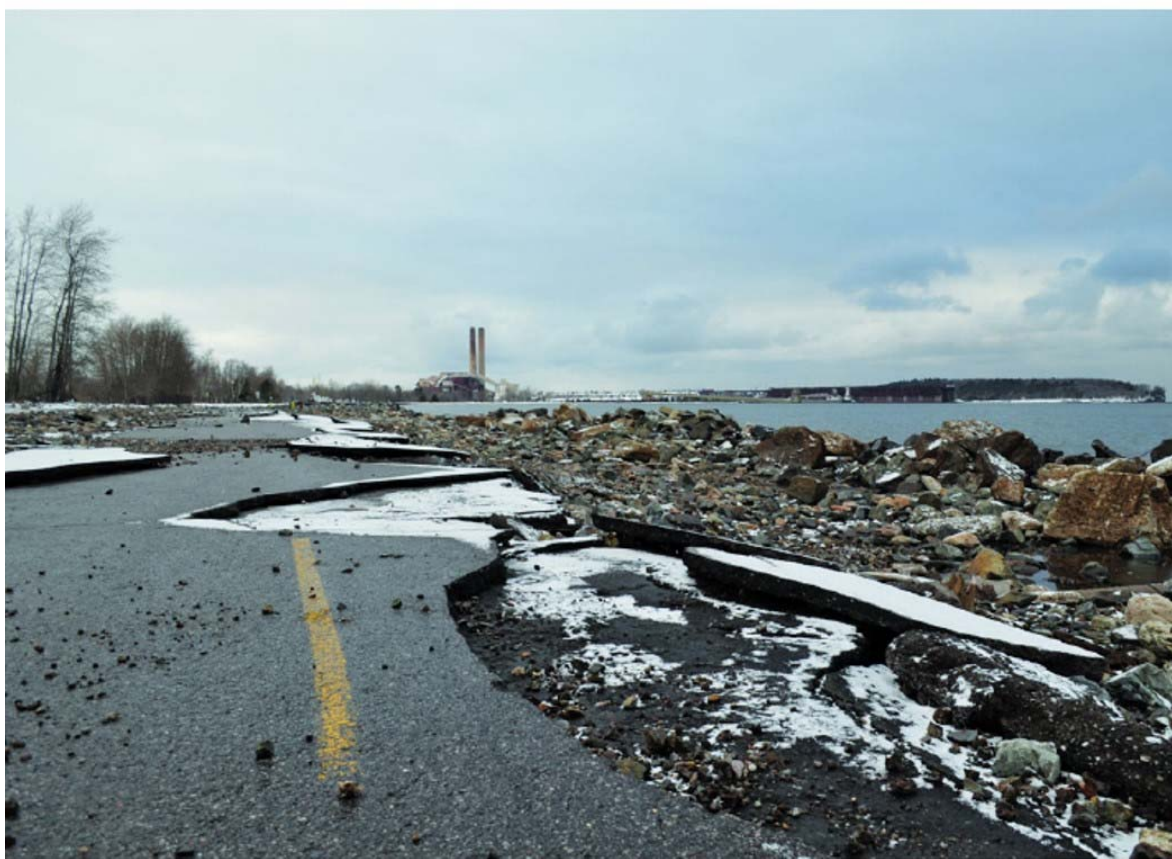


Photo 2. Looking north at Lakeshore Boulevard and shoreline damage that occurred during the fall of 2019.



Photo 3. Addition shoreline damage that occurred during the fall of 2019 south of the project area.



Photo 4. Aerial photo looking north at the sediment plume encroaching on the Marquette Ore Dock.

The Port of Marquette, MI: Protecting Critical Infrastructure and Improving Efficiency



Photo 5. Google Earth image of the same area prior to recent fall storms.

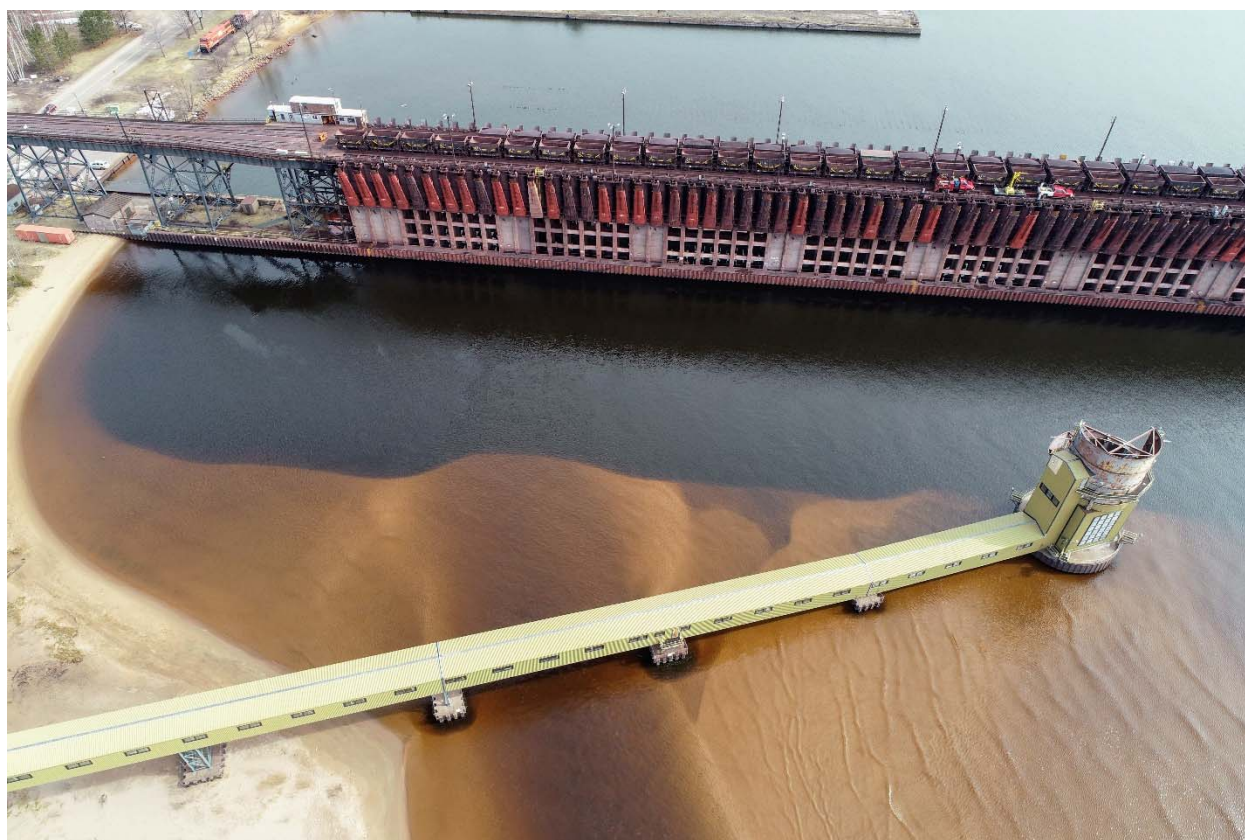


Photo 6. Aerial photo of the sediment plume encroaching on the Marquette Ore Dock slip.



Photo 7. Looking southeast from Hawley Street at a commercial building (built in 2014).



Photo 8. Looking north at the City municipal pump house building located near the northwest intersection of Hawley Street and Lakeshore Boulevard (date of construction is unknown).



Photo 9. Looking north at the Port access road (Lakeshore Boulevard) at the intersection with Hawley Street.



Photo 10. Looking south at Lakeshore Boulevard from the intersection with Hawley Street.



Photo 11. Looking south at shoreline damage adjacent to Lakeshore Boulevard. Note the road is very close to the lake in this area and is frequently overtopped by waves.



Photo 12. Looking north at the Lake Superior shoreline and Lakeshore Boulevard near Hawley Street.



Photo 13. Looking north at the natural sand/dune beach and public park.



Photo 14. Clark Lambros Beach Park restroom facility and parking area (constructed in 2015).



Photo 15. Looking north at the mouth of the Dead River.



Photo 16. Looking northeast at natural beach and parking area adjacent to the Marquette Ore Dock.



Photo 17. Looking northeast at the Marquette Ore Dock and coal unloading structure.



Photo 18. Looking north at the natural shoreline adjacent to the Marquette Ore Dock.

The Port of Marquette, MI: Protecting Critical Infrastructure and Improving Efficiency



Photo 19. Looking north at the LS&I dock facilities and outbuildings (first construction in 1911).



Photo 20. Looking southeast at the LS&I Marquette Ore Dock and facilities including U.S. Customs station (year built unknown).



Photo 21. Aerial photo looking southwest at the coastal restoration/beneficial reuse area (July 2020). Phase I included road relocation to move the road inland. Phase II shoreline restoration to begin in 2022.

Request for Proposals

Dredging the Mouth of the Dead River

Section 106 Review

Background

The City of Marquette requests cost proposals from consultants to perform a Section 106 Review required by a grant awarded to the City. The City received a Port Infrastructure Development Program grant to dredge an area at the mouth of the Dead River. Due to the littoral drift of shoreline sand, the river over many years has oriented itself directly toward a coal conveyance for ship unloading and a 1300 foot long ore dock used for loading iron ore pellets onto ships up to 1000 feet long. The sand bedload moved by the river is filling the boat slip and requires constant maintenance dredging.

The proposed dredging project will straighten the river channel into Lake Superior and remove sand deposited next to the coal conveyor and ore dock boat slip. Up to 75,000 cubic yards of sand will be removed. To the fullest extent possible, the dredged sand will be used as beach nourishment and dune restoration along the shoreline south of the river. The beach nourishment area is approximately 1.3 miles south of the dredging area and located between Fair Avenue and Pine Street in Marquette. Dune restoration is planned for the shoreline behind a proposed cobble beach between Pine Street and Hawley Street (see attached project plans and profiles).

Cleveland-Cliffs Inc. is the owner and operator of the ore dock and coal conveyor. They are providing match monies for the grant by committing to \$750,000 worth of maintenance dredging over the next three years.

The attached map shows the project areas related to the work described above: Boat slip areas next to the ore dock and corresponding upland spoils area, dredging area at mouth of the Dead River and adjacent to the coal conveyor and boat slip, beach nourishment and dune restoration areas south of the river and a overflow upland spoils site near the dune restoration area.

Proposal

The consultant shall provide the following information in their proposal:

- 1) Company legal name, addresses, and phone numbers
- 2) Statement of understanding of the work requested
- 3) A not to exceed cost to complete the proposed work
- 4) Resumes of individuals who would perform the work
- 5) Three examples of previous work similar to what is proposed

Scope of Work

The work of this proposal shall include:

- 1) All tasks necessary to meet requirements of Section 106 of the National Historical Preservation Act as described and outlined in the *U.S. Department of Transportation Maritime Administration Grant Applicants' Responsibilities Regarding Section 106 of the National Historic Preservation Act (attached)*.
- 2) All tasks necessary to meet requirements on the State of Michigan *Application for SHPO Section 106 Consultation*.
- 3) From the attached map of work areas, help City determine the Area of Potential Effects (APE).
- 4) Consultant must meet the requirements of 36CFR Part 61 and have credentials on file with SHPO.

Please provide by email a proposal meeting the above to Mikael Kilpela, P.E. City Engineer mkilpela@marquettemi.gov by May 20, 2022, 2 p.m.

Attachments:

- 1) Area map showing work and sand depositing areas
- 2) Michigan Application for SHPO Section 106 Consultation
- 3) *U.S. Department of Transportation Maritime Administration Grant Applicants' Responsibilities Regarding Section 106 of the National Historic Preservation Act*

City of Marquette Project Area Map

Proposed Spoils
Disposal Area

Island Beach Road

Peter White Drive

WE Energies Service Road

WE Energies Service Road

Powder Mill Road

River Park Circle

County Road 550

Powder Mill Road

Sugarloaf Avenue

Hawley Street

Wilkinson Avenue

Longyear Avenue

Fitch Avenue

Alley

Union Street

Clark Street

Wright Street

Norwood Street

Center Street

Summit Street

Waldo Street

Lee Hall Drive

Presque Isle Avenue

Kaye Avenue

Fair Avenue

Pine Street

Lakeshore Boulevard

Proposed
Dredging
Area

Potential dredged
material reuse area,
between proposed
reventment and
existing road.

Potential dredged
material reuse area.

Proposed beach
nourishment area,
lakeside of road
out 200 feet.



City of Marquette
Engineering Department
Geographic Information Systems (GIS)

4-21-2022
City of Marquette, MI

0 165 330 660 990 1,320 Feet



APPLICATION FOR SHPO SECTION 106 CONSULTATION

Submit one application for each project for which comment is requested. Consult the *Instructions for the Application for SHPO Section 106 Consultation Form* when completing this application.

Mail form, all attachments, and check list to: Michigan State Historic Preservation Office, 300 North Washington Square, Lansing, MI 48913

I. GENERAL INFORMATION

- ☒ New submittal
☐ More information relating to SHPO ER# [SHPO Project #](#)
☐ Submitted under a Programmatic Agreement (PA)
PA Name/Date: [PA name/date, if applicable](#)

- a. **Project Name:** **Presque Isle Harbor Dredging**
b. **Project Municipality:** City of Marquette
c. **Project Address (if applicable):** East of Lakeshore Boulevard between Pine Street and the LS&I Ore Dock
d. **County:** Marquette

II. FEDERAL AGENCY INVOLVEMENT AND RESPONSE CONTACT INFORMATION

- a. **Federal Agency:** United States Department of Transportation
Contact Name: [Name of federal contact](#)
Contact Address: [Federal contact mailing address](#) **City:** [Federal contact city](#) **State:** [Federal contact state](#)
Zip: [Federal contact zip code](#)
Email: [Federal contact email](#)
Specify the federal agency involvement in the project: [Specifically identify the federal involvement with the project](#)
- b. **If HUD is the Federal Agency:** 24 CFR Part 50 ☐ or Part 58 ☐
Responsible Entity (RE): [Name of the entity that is acting as the Responsible Entity](#)
Contact Name: [RE Contact name](#)
Contact Address: [RE mailing address](#) **City:** [RE city](#) **State:** [RE State](#) **Zip:** [RE zip code](#)
RE Email: [RE contact's email](#) **Phone:** [RE contact's phone #](#)
- c. **State Agency Contact (if applicable):** [Name of state agency](#)
Contact Name: [Name of state agency contact](#)
Contact Address: [State agency contact's mailing address](#) **City:** [State contact's city](#) **Zip:** [State contact's zip code](#)
Email: [State contact's email](#) **Phone:** [State contact's phone #](#)
- d. **Applicant (if different than federal agency):** City of Marquette Engineering Department
Contact Name: Mikael Kilpela P.E., City Engineer
Contact Address: 1100 Wright Street **City:** Marquette **State:** Michigan **Zip:** 49855
Email: mkilpela@marquettemi.gov **Phone:** 906-225-8995
- e. **Consulting Firm (if applicable):** [Name of firm](#)
Contact Name: [Name\(s\) of consultants](#)
Contact Address: [Consultant's mailing address](#) **City:** [Consultant's city](#) **State:** [Consultant's State](#) **Zip:** [Consultant's zip code](#)
Email: [Consultant's email](#) **Phone:** [Consultant's phone number](#)

III. PROJECT INFORMATION



APPLICATION FOR SHPO SECTION 106 CONSULTATION

a. Project Location and Area of Potential Effect (APE)

i. **Maps.** Please indicate all maps that will be submitted as attachments to this form.

- ☐ Street map, clearly displaying the direct and indirect APE boundaries
- ☐ Site map
- ☐ USGS topographic map Name(s) of topo map(s): [Name\(s\) of topo map\(s\)](#)
- ☐ Aerial map
- ☐ Map of photographs
- ☐ Other: [Identify type\(s\) of map\(s\)](#)

ii. **Site Photographs**

iii. **Describe the APE:**

[Description of APE](#)

iv. **Describe the steps taken to define the boundaries of the APE:**

[Describe how the boundaries of the APE were chosen](#)

b. Project Work Description

Describe all work to be undertaken as part of the project:

The proposed project consists of dredging sediment from the south side of the LS&I Ore Dock and outflow of the Dead River and depositing the material along the lakeshore for shoreline stabilization east of Lakeshore Boulevard between Hawley Street and Pine Street.

IV. IDENTIFICATION OF HISTORIC PROPERTIES

a. Scope of Effort Applied

i. **List sources consulted for information on historic properties in the project area** (including but not limited to SHPO office and/or other locations of inventory data).

[Sources consulted for information on historic properties](#)

ii. Provide documentation of previously identified sites as attachments.

iii. **Provide a map** showing the relationship between the previously identified properties and sites, your project footprint and project APE.

iv. Have you reviewed existing site information at the SHPO: ☐ Yes ☐ No

v. Have you reviewed information from non-SHPO sources: ☐ Yes ☐ No

b. Identification Results

i. **Above-ground Properties**

A. Attach the appropriate Michigan SHPO Architectural Identification Form for each resource or site 50 years of age or older in the APE. Refer to the *Instructions for the Application for SHPO Section 106 Consultation Form* for guidance on this.

B. **Provide the name and qualifications of the person who made recommendations of eligibility for the above-ground identification forms.**

Name [Name](#) Agency/Consulting Firm: [Name of agency or consulting firm](#)

Is the individual a 36CFR Part 61 Qualified Historian or Architectural Historian ☐ Yes ☐ No

Are their credentials currently on file with the SHPO? ☐ Yes ☐ No

If NO attach this individual's qualifications form and resume.



APPLICATION FOR SHPO SECTION 106 CONSULTATION

- ii. **Archaeology** (complete this section if the project involves temporary or permanent ground disturbance)
Submit the following information using attachments, as necessary.

- A. **Attach Archaeological Sensitivity Map.**
- B. **Summary of previously reported archaeological sites and surveys:**
Previously reported archaeological sites and surveys
- C. **Town/Range/Section or Private Claim numbers:** *town/range/section or private claim #s*
- D. **Width(s), length(s), and depth(s) of proposed ground disturbance(s):** *Width, length, depth of proposed ground disturbance*
- E. **Will work potentially impact previously undisturbed soils?** ☐ Yes ☐ No
If YES, summarize new ground disturbance:
Summary of new ground disturbance
- F. **Summarize past and present land use:**
Summary of past and present land use
- G. **Potential to adversely affect significant archaeological resources:**
☐ Low ☐ Moderate ☐ High
For moderate and high potential, is fieldwork recommended? ☐ Yes ☐ No
Briefly justify the recommendation:
Justification for recommendation of fieldwork
- H. **Has fieldwork already been conducted?** ☐ Yes ☐ No
If YES:
☐ Previously surveyed; refer to A. and B. above.
☐ Newly surveyed; attach report copies and provide full report reference here:
Full report reference
- I. **Provide the name and qualifications of the person who provided the information for the Archaeology section:**
Name: *Name of archaeologist* **Agency/Firm:** *Archaeologist's agency or firm*
Is the person a 36CFR Part 61 Qualified Archaeologist? ☐ Yes ☐ No
Are their credentials currently on file with the SHPO? ☐ Yes ☐ No
If NO, attach this individual's qualifications form and resume.

Archaeological site locations are legally protected.

This application may not be made public without first redacting sensitive archaeological information.

V. IDENTIFICATION OF CONSULTING PARTIES

- a. **Provide a list of all consulting parties**, including Native American tribes, local governments, applicants for federal assistance/permits/licenses, parties with a demonstrated interest in the undertaking, and public comment:
Identify consulting parties, mailing addresses, and email addresses.
- b. **Provide a summary of consultation with consultation parties:**
Summary of consultation with parties other than the SHPO
- c. **Provide summaries of public comment and the method by which that comment was sought:**
Public comment summary



APPLICATION FOR SHPO SECTION 106 CONSULTATION

VI. DETERMINATION OF EFFECT

Guidance for applying the Criteria of Adverse Effect can be found in *the Instructions for the Application for SHPO Section 106 Consultation Form*.

a. **Basis for determination of effect:**

Provide an explanation for your determination; if historic properties are present, explain why the criteria of adverse effect were or were not applicable.

b. **Determination of effect**

- ☐ **No historic properties will be affected** or
- ☐ **Historic properties will be affected** and the project will (check one):
- ☐ have **No Adverse Effect** on historic properties within the APE.
 - ☐ have an **Adverse Effect** on one or more historic properties in the APE and the federal agency, or federally authorized representative, will consult with the SHPO and other parties to resolve the adverse effect under 800.6.
 - ☐ **More Information Needed:** We are initiating early consultation. A determination of effect will be submitted to the SHPO at a later date, pending results of survey.

Federally Authorized Signature: _____ Date: _____

Type or Print Name: _____

Title: _____



APPLICATION FOR SHPO SECTION 106 CONSULTATION

ATTACHMENT CHECKLIST

Identify any materials submitted as attachments to the form:

- ☐ Additional federal, state, local government, applicant, consultant contacts
- ☐ Maps of project location
 - Number of maps attached: [number of maps](#)
- ☐ Site Photographs
 - ☐ Map of photographs
- ☐ Plans and specifications
- ☐ Other information pertinent to the work description: [Identify the type of materials attached](#)
- ☐ Documentation of previously identified historic properties
- ☐ Architectural Properties Identification Forms
- ☐ Map showing the relationship between the previously identified properties, your project footprint, and project APE
- ☐ Above-ground qualified person's qualification form and resume
- ☐ Archaeological sensitivity map
- ☐ Survey report
- ☐ Archaeologist qualifications and resume
- ☐ Other: [Identify other attached materials](#)

U.S. Department of Transportation Maritime Administration

Grant Applicants' Responsibilities Regarding Section 106 of the National Historic Preservation Act (54 U.S.C. § 300101) and its Implementing Regulations, 36 CFR § 800

The Maritime Administration (MARAD) is responsible for compliance with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 300101) and its implementing regulations, 36 CFR § 800, prior to funding grant projects. However, MARAD cannot meet this requirement without the cooperation and assistance of its grant recipients. Applicants may or may not be aware of any cultural resources and/or historic properties that could be affected by their proposed project (undertaking) during the initial grant application process. However, prior to the start of any work funded under this grant, the applicant must provide the information identified in the Applicant Checklist below.

APPLICANT CHECKLIST

MARAD initiates Section 106 consultation with the appropriate State Historic Preservation Officer (SHPO) and the appropriate Tribal Historic Preservation Officer/s (THPO) (36 § CFR 800.3(c)), via letter sent either electronically or by mail. MARAD will provide the grantee with SHPO and THPO templates, which the grantee must complete with the required information. The grantee should return the draft letter for MARAD's review and signature. The grantee should **not contact** the SHPO or THPOs to initiate consultation prior to MARAD's letter. MARAD **authorizes the grantee** to consult on its behalf in the initial letter. The grantee must provide the following information using MARAD's letter templates to initiate the process. Once MARAD signs the letter, it is the responsibility of the grantee to mail and/or email the letters to the SHPO and THPO/s. Please refer to attached sample letters.

Information about the Undertaking¹

Section I:

- ☐ A detailed description of your project;
- ☐ Identify the project's Area of Potential Effects (APE) prior to identifying historic properties. The APE is the geographic area(s) within which a project may directly or indirectly affect historic properties. Include photographs of the property, a map and/or drawings clearly demarcating the project's Area of Potential Effects (APE) (36 CFR § 800.16(d));
- ☐ To determine the APE, you do not need to know whether any historic properties exist in the area(s), but you should consider all locations where the project may result in ground disturbances, visible or audible disturbances, or changes in public access, traffic patterns, or land use.
- ☐ Descriptions of all known properties that are listed, or eligible for listing on the National Register of Historic Places (NRHP), within in the APE, and descriptions and evaluations of all other properties in the APE for National Register-eligibility (regardless of age) based on the National

¹ The term "undertaking" means a project, activity, or program funded in whole or in part under the direct or indirect jurisdiction of a Federal agency, including: (1) those carried out by or on behalf of the Federal agency; (2) those carried out with Federal financial assistance; (3) those requiring a Federal permit, license, or approval; and (4) those subject to State or local regulation administered pursuant to a delegation or approval by a Federal agency.

Register criteria. Descriptions should be based on information from background research on historic properties, oral history interviews, field surveys and/or investigations, and past planning, research, and studies, and should include information such as a property's location, the year of its construction and previous ownership (as applicable);

- ☐ A description of the project's potential effects on historic properties within the APE, if any. For a project to have an effect on an historic property, it must have the potential to alter the characteristics that qualify that property for inclusion in or eligibility for the National Register.

Section II: Ground-Disturbing Activity

If the undertaking involves ground-disturbing work

- ☐ Describe, in narrative form, the proposed length, width, and maximum depth of ground-disturbing activity.

Section III: Finding of Effect

- ☐ Based on the above information, identify which ONE of the findings of effect applies to this undertaking:
 - ✓ No Historic Properties Affected; 36 CFR Part 800.4(d)(1)²
 - ✓ No Adverse Effect pursuant to 36 CFR Part 800.5(b);
 - ✓ or, Adverse Effect³ pursuant to 36 CFR Part 800.5(d)(2).

Provide a justification for the finding of effect.

- ☐ For findings of Adverse Effect, describe the adverse effects to historic properties pursuant to 36 CFR Part 800.5(a)(1) and examples provided at 36 CFR Part 800.5(a)(2) including *an explanation of why the 36 CFR § 800.5(a)(1) criteria for an adverse effect was found applicable or inapplicable, including any conditions or future actions to avoid, minimize, or mitigate adverse effects.*
- ☐ MARAD will review the grantees' finding, however, MARAD is ultimately responsible for making a determination of adverse or no adverse effect concerning any historic properties identified within the APE, and, depending on the undertaking's complexity, consider the views of the consulting parties and the public.

² If the agency official finds that either there are no historic properties present or there are historic properties present but the undertaking will have no effect upon them as defined in § 800.16(i), the agency official shall provide documentation of this finding, as set forth in § 800.11(d), to the SHPO/THPO.

³ 800.5(a)(1) Adverse effects occur when an undertaking may directly or indirectly alter characteristics of a historic property that qualify it for inclusion in the National Register. 800.5(a)(2). Examples of adverse effects include physical destruction or damage; alteration not consistent with the Secretary of the Interior's Standards; relocation of a property; change of use or physical features of a property's setting; visual, atmospheric, or audible intrusions; neglect resulting in deterioration; or transfer, lease, or sale of a property out of Federal ownership or control without adequate protections. If a property is restored, rehabilitated, repaired, maintained, stabilized, remediated or otherwise changed in accordance with the Secretary's Standards, then it will not be considered an adverse effect (with agreement from MARAD and SHPO).

Section IV: Tribal Outreach

Federal agencies must consult with Indian tribes and Native Hawaiian organizations (NHOs) when historic properties of religious and cultural significance to them may be affected by a project that they carry out, license, or financially assist (also referred to as an undertaking). Please refer to the Tribal Directory Assessment Tool to determine which tribes must be contacted by state and county. <https://egis.hud.gov/TDAT/>

References:

(1) National Historic Preservation Act (54 U.S.C. § 300101)
<https://www.achp.gov/sites/default/files/2018-06/nhpa.pdf>

(2) 36 CFR Part 800
<https://www.achp.gov/sites/default/files/regulations/2017-02/regs-rev04.pdf>

**THE CITY OF MARQUETTE
REQUEST FOR PROPOSALS
FOR
ENVIRONMENTAL ASSESMENT SERVICES**

Intent

The City of Marquette is seeking proposals from qualified consultants to complete an environmental assessment that meets the requirements of the National Environmental Policy Act (NEPA). The environmental assessment is required for a Port Infrastructure Development Program grant funded dredging project and will be submitted to the United States Maritime Administration (MARAD).

Proposal

The consultant's proposal shall be delivered via email to Mikael Kilpela at mkilpela@marquettemi.gov prior to **10:00 A.M. Friday May 27th, 2022.**

The City asks that the proposals be concise and contain the following:

- Company legal name, addresses, and phone numbers
- Statement of understanding of the work requested
- A not to exceed cost to complete the proposed work assuming an informal consultation is sufficient for Section 7 of the Endangered Species Act.
- An alternate cost to be used if a formal consultation is required for Section 7 of the Endangered Species Act.
- Resumes of individuals who would perform the work
- Three examples of previous work similar to what is proposed

Proposal Selection

Proposals shall be reviewed and evaluated by the City Engineer, Assistant City Engineer and Hydrology Engineer. A submittal shall be selected based on the above proposal content.

The City of Marquette Reserves the right to reject any and all proposals.

Scope of Work

A. Complete and provide an environmental assessment that meets the requirements of NEPA. The Environmental Assessment document must follow the guidance provided in Appendix V from MARAD. Information on the proposed project is included in Appendix I – Grant Proposal and Appendix II – Project Area Map. Appendix III includes a previous environmental assessment completed in the project area and test data from soil collected from the dredging area. Appendix IV includes a previously completed archaeological survey in the proposed project area.

B. Complete review for Section 7 of the Endangered Species Act. Review existing data to determine if a threatened or endangered species may be affected by the proposed project and obtain information from MARAD if informal consultation is an appropriate approach and if the consultant may act on MARAD's behalf. If formal consultation is required, complete a biological assessment and opinion to be submitted to the resource agency. Please include an alternate cost for a formal consultation as noted in the proposal requirements above.

C. Section 106 of the National Historic Preservation Act and Tribal Consultation will be completed separately by others and should not be included in the proposal.

Attachments:

Appendix I – Grant Proposal

Appendix II – Project Area Map

Appendix III – Previously Completed Environmental Assessment and Soil Sample

Appendix IV – Phase I Archaeological Survey

Appendix V - MARAD Guidance Documents and Contact Information

Environmental Assessment Services

Prepared for: City of Marquette, Michigan
May 27, 2022



May 27, 2022

Mr. Mikael Kilpela
City of Marquette, Michigan



Re: Environmental Assessment Services

Dear Mr. Kilpela

GEI Consultants, Inc. (GEI) is pleased to submit the attached proposal to the City of Marquette to provide National Environmental Policy Act (NEPA) support through an Environmental Assessment (herein referred to as the Project). GEI is a full-service ecological, environmental, and engineering firm with substantial experience in water resources engineering, ecological shoreline design and restoration, and environmental and civil engineering.

GEI will provide the City of Marquette with a strong technical team with a deep understanding and experience required for Project implementation. GEI is uniquely qualified to support this project because:

- GEI has a history of serving the needs of the City of Marquette, from a local office that houses 46 employees.
- GEI's key staff have decades of experience with the requirements of NEPA. Our veteran team of senior NEPA managers ground GEI's technical strengths in environmental policy and permitting, natural resources management, water and air sciences, terrestrial and aquatic ecosystems, and cultural resources. Our team's experience includes participation in many phases of the NEPA process including categorical exclusion investigations, wetland and stream delineations, endangered species considerations, alternative formation, data gap identification, data collection and analysis, document preparation, impact evaluation, and mitigation planning and implementation.
- GEI professionals have prepared hundreds of documents of all types while guiding the NEPA process from scoping through the Record of Decision. GEI has led projects addressing a broad range of environmental restoration, land use planning and management, and ongoing terrestrial and aquatic monitoring efforts in high elevation systems across the western United States.
- GEI staff have experience in both managing Environmental Assessment (EA)/Environmental Impact Study (EIS) programs and resource reports for projects in the Great Lakes region, which has required conducting EIS support studies throughout the upper Midwest, including the Upper Peninsula of Michigan.
- Field efforts can be completed with local staff. GEI has four offices staffed with environmental personnel within the Upper Peninsula of Michigan and support staff in additional offices in Wisconsin, Duluth, Minnesota, and the Lower Peninsula of Michigan.

Thank you for the opportunity to be of service for this project. If you have any questions regarding the information contained in this proposal, please feel free to contact Eric Englund at 218.259.6926, eenglund@geiconsultants.com or George Meister at 906.662.4747, gmeister@geiconsultants.com.

GEI CONSULTANTS OF MICHIGAN, P.C.

A handwritten signature in black ink, appearing to read "E. Englund".

Eric Englund
Project Manager

A handwritten signature in black ink, appearing to read "G. Meister".

George Meister, PE
Project Director

GEI CONSULTANTS OF MICHIGAN, P.C.

Environmental Assessment Services

Table of Contents

1. Company Information1

2. Project Understanding3

3. Costs5

4. Staffing6

5. Project Experience8

Appendices

- Appendix A: Resumes
- Appendix B: Supplemental Company Information

1. COMPANY INFORMATION

Company Background

From our beginning in 1970, GEI has evolved into a multidisciplinary environmental and engineering firm serving the water, energy, building, infrastructure, and industrial markets. With more than 1,000 staff and 47 offices nationwide, GEI is a leader in providing engineering and environmental technical services to a range of private and public sector clients, both domestically and abroad. As an employee-owned firm, we foster personal relationships with our clients and cultivate our staff in a partnership model, which is underpinned by continuous learning and sharing of knowledge. GEI's engineers and scientists work closely together to integrate ecology and engineering to solve complex water resource problems and design restoration projects that are not only functionally effective and stable, but ecologically sound in both the short and long term.

Office Locations

GEI is strategically located across the Midwest with 14 offices in or around Michigan (Figure 1). GEI has completed over 4,000 projects throughout the Great Lakes region. Key subject matter experts pertinent to this project are located nearby in GEI's offices in Marquette, Munising, Traverse City, Allendale, and Lansing, Michigan. This gives GEI the unique ability to provide the expertise needed to accomplish the goals of this project, while providing support staff with knowledge specific to this region.

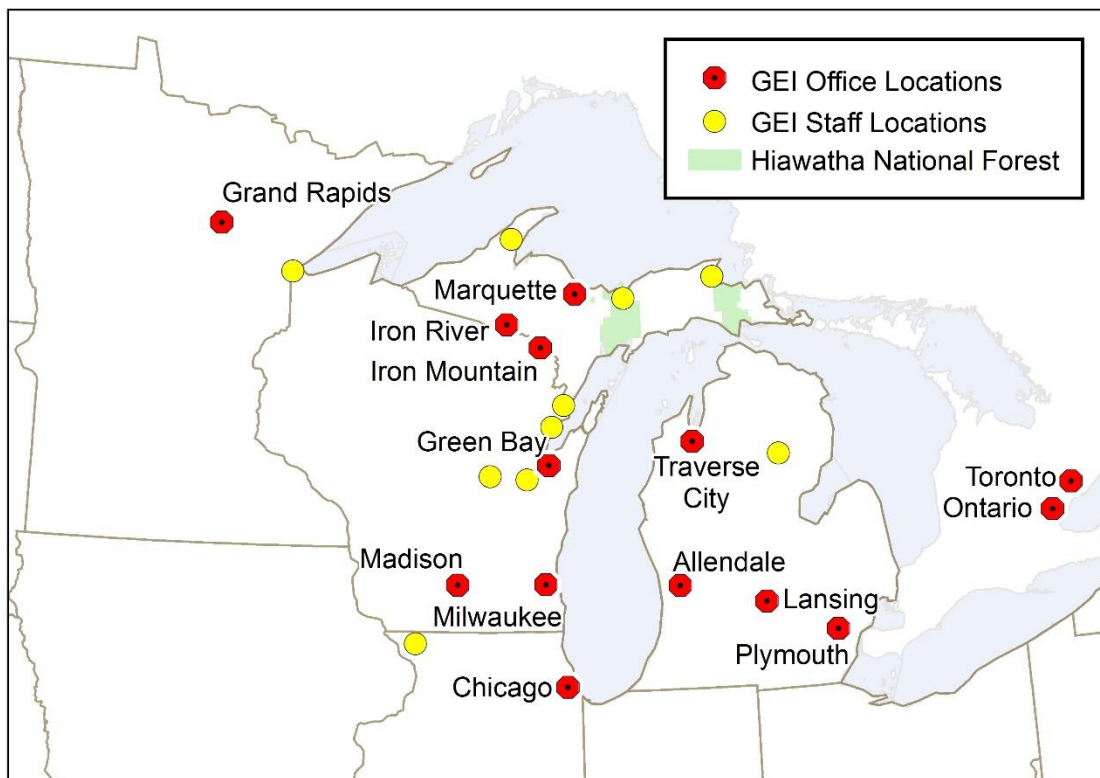


Figure 1. GEI Office and Staff Locations in the Great Lakes

If awarded the project, work will be managed out of the company's local office in Marquette.

GEI Consultants of Michigan, P.C.
109 W. Baraga Avenue, Marquette, MI 49855
906.451.4021

GEI National Environmental Policy Act (NEPA) Experience

GEI staff have successfully managed and executed numerous NEPA compliance projects both for Federal agencies and as an independent third-party contractor. Our client support has included completion of NEPA documentation, including preparation of EAs, EISs, and supporting studies as well as file management and public involvement. GEI staff have also developed a variety of NEPA support documents including various license and permit applications, technical analyses, EIS implementation plans, and EIS mitigation plans.

GEI's senior consultants have decades of experience with the requirements of NEPA. Our veteran team of senior NEPA managers ground GEI's technical strengths in environmental policy and permitting, natural resources management, water and air sciences, terrestrial and aquatic ecosystems, and cultural resources. Our team's experience includes participation in many phases of the NEPA process including categorical exclusion investigations, wetland and stream delineations, endangered species considerations, alternative formation, data gap identification, data collection and analysis, document preparation, impact evaluation, and mitigation planning and implementation. GEI professionals have prepared hundreds of documents of all types while guiding the NEPA process from scoping through the Record of Decision. GEI has led projects addressing a broad range of environmental restoration, land use planning and management, and ongoing terrestrial and aquatic monitoring efforts in high elevation systems across the western United States.

GEI's resource experts are proficient in conducting both reconnaissance-level and in-depth surveys to determine project impacts on the human environment. Our species-specific surveys and assessments include amphibians, mammals, migratory, passerine, and coastal bird species, reptiles, fishes, and water quality assessments. Wetland staff have experience with both straightforward as well as Great Lakes-related wetland delineations. Additionally, GEI has a team of senior regulatory and permitting specialists with experience in the development and attainment of permits related to the Clean Water Act (CWA) and Endangered Species Act (ESA), as well as compliance with state and local ordinances related to floodplains and aquatic resources. GEI's regulatory staff carefully monitor emerging policy trends such as the Navigable Waters Protection Rule, Nationwide Permit (NWP) regulations and associated conditions.

2. PROJECT UNDERSTANDING

The City of Marquette (City) is engaged in an effort to address coastal erosion, sedimentation, and road infrastructure damage caused by a series of storms from 2017 through 2019. The city previously completed a project addressing some coastal erosion and sedimentation along Lakeshore Boulevard and prepared an associated Environmental Assessment. The city is now pursuing a second phase of corrective actions focused on addressing a sediment plume in Lake Superior, further stabilizing eroding shoreline areas, and improving port access infrastructure. These actions are important as a means for restoring nearly 16 million dollars a year in revenue for the port, a matter made more pressing by current global material shortages.

To help cover the project implementation costs, the city partnered with Cleveland-Cliffs, Incorporated and the Superior Watershed Partnership to pursue a grant from the United States Maritime Administration (MARAD). As a federal agency, MARAD is required to consider effects to the human environment under National Environmental Policy Act (NEPA) regulations when making its decision. The city intends to prepare third-party NEPA documentation on behalf of MARAD and is seeking consulting assistance with completion of the work. The NEPA process and documentation must follow federal NEPA regulations for process, record-keeping, and documentation, and be consistent with MARAD's *Guidance on the NEPA Process for Grantees*. In MARAD's grant process, the agency delegates consultation authority to the grantee. In this case, the city's NEPA consultant will be responsible for consultation under Section 7 of the Endangered Species Act and will use National Historic Preservation Act Section 106 consultation documentation provided by others.

Based on the City's prior completed project, information contained in the Request for Proposal, and our NEPA experience, GEI understands that the following scope of work is required.

1. Meet with City representatives to:
 - Obtain background data
 - Clarify the project purpose and need
 - Document alternatives considered
 - Discuss public involvement. Based on public outreach for the prior project, GEI assumes:
 - two pre-draft EA open houses, a press release, and a 30-day comment period initially, and
 - a 30-day post-draft EA comment period

The specific public outreach the City wants to propose to MARAD will be determined at the meeting.

 - Develop an initial project schedule
 - Set up a file structure and record-keeping system
2. Contact MARAD to discuss public involvement and consultation requirements.
3. Compile existing information and collect additional rare species data to fill in data gaps.
4. Initiate consultation with resource agencies regarding endangered species.
5. Coordination with city staff to complete necessary public involvement activities.
6. Complete analysis of existing and collected information to prepare a draft EA for City review.
7. Make necessary revisions and release draft EA for public and agency comment.
8. Collect comments, prepare a Response to Comments appendix, and revise the draft EA for City review.
9. Release the final document and associated project files to MARAD for use.

GEI used this understanding to develop our cost estimate. Both may be adjusted based on additional guidance from the City, results of agency consultations, requests from MARAD, and public concerns.

3. COSTS

Estimated Costs with Informal Consultation

Scope Task	Estimated Cost
Project Meetings & Communication	\$ 3,045
Public Involvement Coordination and Open Houses	\$ 2,764
Coordination with MARAD	\$1,218
Informal State & Federal Rare Species Communication	\$ 525
Data Collection and Compilation	\$ 1,276
Draft EA Preparation	\$ 17,735
One EA Revision following City Staff Review	\$ 1,737
Release EA for Comment, Collect & Prepare Response to Comments	\$ 2,883
Coordinate EA Revisions with City Staff	\$ 4,426
Manage & Catalogue Project NEPA File Documents	\$ 1,310
Provide Final EA & Project Files to MARAD	\$ 1,991
Project Management	\$10,933
TOTAL	\$47,079

Estimated Additional Costs for Formal Consultation (if needed)

Scope Task	Estimated Cost
Agency Communication and Documentation	\$ 4,641
Field Surveys (2)	\$ 5,236
TOTAL	9,877

4. STAFFING

The City of Marquette requires an experienced team with the depth and breadth of knowledge to carry out this project effectively. Each member of the GEI team has been selected for their expertise in each of the categories necessary for the successful completion of this project.

Short biographical summaries highlighting key team members' value to the City are listed below. Detailed resumes are included in **Appendix A**.



George Meister, PE – Project Manager

George provides civil engineering support on projects involving coastal works, marine structures, site planning, storm water management, construction management, and infrastructure design/upgrade. As a consulting engineer, he has supported design of municipal streets, water mains, and sanitary and storm sewers. He has a wealth of professional experience in the planning and design of commercial properties, residential communities, and industrial sites. Additionally, Mr. Meister has supported design and construction projects involving access roads, parking lots, storm water detention and retention systems, and utility routings and sizing. He is proficient with related software programs including AutoCAD™ drafting programs, Microsoft Project™, HEC-RAS, and HydroCAD, among others.



Robert Doherty – NEPA Lead

Robert is a senior scientist with a background in anthropology, history, and natural resources. During his 30-year career, he has managed a wide variety of public and private sector NEPA projects including eight in the Upper Peninsula of Michigan. His professional experience has involved large-scale recreation development and land management activities; energy facilities such as pipelines, transmission lines, and hydroelectric projects; mine development and closure; and oil spill cleanup, restoration, and compensation. His recent projects include oil pipeline certification, permitting, and compliance; ethnographic work for a multi-state water pipeline; socio-economic assessment of urban green space restoration; mine development regulatory assessment, and emergency response support.



Mike Peterson – NEPA Support

Mike is an Environmental Scientist with twelve years of experience in the biosciences and environmental and ecosystems services. He has experience with a diverse range of projects including project management, wetland delineations, environmental permitting and regulatory compliance, National Environmental Policy Act (NEPA) compliance, rare species evaluations, GIS mapping, conducting biological surveys, and coordinating site assessments and surveys.



Eric Englund, WPIT – Ecological Assessment

Eric is an environmental project manager with over 10 years of experience that has led and worked on a variety of projects throughout the upper peninsula of Michigan. These projects have ranged from transmission line rebuilds within the City of Marquette that spanned the Dead River, Operations and Maintenance plan creation within the Hiawatha National Forest requiring NEPA compliance, to wetland delineations and T&E species surveys on the Seney National Wildlife Refuge looking for rare plants. He works to maintain proactive

communication with his clients, work within established timelines and budgets, and ensures that the projects he manages are upheld to GEI's quality standards.



Zack Pitman – Ecological Assessment

Zack is a wetland ecologist whose experience at GEI includes conducting wetland delineations and associated mapping using ArcCollector software; creating plant lists and Floristic Quality Assessments of wetland and upland areas; documenting fauna encountered during wetland delineations, particularly birds and herpetofauna; and writing wetland reports. Additional experience includes advising on state and local regulations regarding wetlands and water resources; preparing permit applications on behalf of clients using the MiWaters online software; searching within watershed boundaries for potential wetland mitigation sites; monitoring conservation easements and wetland mitigation sites; preparing conservation easement agreements; participating in freshwater mussel surveys; participating in State of Michigan Procedure 51 stream surveys for fish and aquatic macroinvertebrates; conducting at tree surveys; planning and executing protected species surveys which conform to USFWS standards; developing aquatic invasive species monitoring plans; effectively treating invasive plant infestations using chemical and mechanical methods; participating in ecological restoration efforts such as tree planting and native plant seeding and blanketing; and safely operating heavy equipment such as tractors and skid-steers.



Stuart Kogge, PWS – Ecological Assessment

Stuart is a senior wetland/aquatic biologist and a Professional Wetland Scientist (PWS) with over 34 years of natural resource and wetland experience. He has Master of Science degree in Limnology/ Fisheries/Aquatic Biology from Michigan State University. He worked for the MDNR and MDEQ from 1985 to 1995 at the Cadillac District office in northern Michigan and was then recommended and took the MDEQ's State-wide coastal wetland biologist position in 1995 and then the State-wide inland wetlands biologist in 1997. He assessed and managed the State of Michigan's exemplary coastal wetlands pursuant to Part 323, Shorelands Management Act of NREPA and administered, hired, and trained wetland contractors for the Wetland Assessment Program (pursuant to Part 303 of NREPA), and provided annual technical, permitting, and enforcement training for district staff for Upper and Lower Peninsula MDEQ offices.

5. PROJECT EXPERIENCE

Descriptions of Upper Peninsula NEPA projects GEI staff successfully conducted environmental permitting compliance, construction compliance support, ecological studies, and prepared NEPA documents, are provided in **Appendix B**.

National Environmental Protection Act – Environmental Assessment and Protected Species Survey, Confidential Client - Chippewa, and Mackinac Counties



Key Elements/Relevance to this Project:

- Vegetation Surveys
- Wetland Delineation
- Endangered Species Surveys
- National Environmental Protection Act – Environmental Assessment

GEI team members were contacted in June 2015 to assist with development of NEPA Documentation (Environmental Assessment) for an electric distribution line rebuild, located within the U.S. Forest Service Hiawatha National Forest in Chippewa and Mackinac Counties,

Michigan. The electric supply network in this portion of the Upper Peninsula of Michigan has historically experienced periodic disruptions due to the limited capacity of existing lines, the adverse weather, and contact with woody vegetation. This project intended to improve capacity to handle additional loads, changing generation patterns, adverse weather, and increased demand within the service area. Hiawatha National Forest (HNF) requires environmental documentation in the form of an environmental Assessment (EA) to evaluate the direct, indirect, and cumulative environmental impacts that could result from the proposed work within the HNF.

GEI authored Chapter 2 of the EA document (Alternatives, including the Proposed Action). Chapter 2 of the EA to provide a detailed description of the proposed action as well as alternative methods for achieving the stated purpose. These alternatives were developed based on issues raised by the agencies, design constraints, and GEI input. This section also provided summary tables of the alternatives and the environmental consequences associated with each alternative. Additional services included wetland delineation and field assessment for protected species.

Plant community and habitat types identified and evaluated during this work included: scrub-shrub wetland, Northern bog, forested wetland, emergent wetland, upland coniferous forest, and upland open field. Species specific surveys were conducted for several plants and animals listed on the National Forest Regional Forester Sensitive Plant and Animal Species list of the Eastern Region. A comprehensive plant survey was conducted of each plant community and habitat type with specific attention to the following species within the Eastern Region: Roundleaf orchid (*Amerochis rotundifolia*), Walking-fern spleenwort (*Asplenium rhizophyllum*), Canadian milkvetch (*Astragalus canadensis*), Cooper's milkvetch (*A. neglectus*), American sloughgrass (*Beckmannia syzigachne*), Botrychium spp. (several species), Fairly slipper (*Calypto douglasii*), Fragile rockbrake (*Cryptogramma stelleri*), Ram's-head lady's slipper (*Cypripedium arietinum*), St. Lawrence bladderfern (*Cystopteris laurentiana*), English sundew (*Drosera anglica*), Flat-stem spikerush (*Elocharis compressa*), Smooth wild rye (*Elymus glaucus*), Black crowberry (*Empetrum nigrum*), Limestone swamp bedstraw (*Galium brevipes*), Boreal bedstraw (*G. kamtschaticum*), Ashy sunflower (*Helianthus mollis*), Dwarf lake iris (*Iris lacustris*), Bitternut (*Juglans cinerea*), Moor rush (*Juncus stygius*), Vasey's rush (*J. vaseyi*), Soft-leaf Muhly (*Muhlenbergia richardsonis*), Alternate-flowered water milfoil (*Myriophyllum alterniflorum*), Arrowleaf sweet coltsfoot (*Petasites frigidus* var.

palmatus), Common butterwort (*Pinguicula vulgaris*), Canada mountain ricegrass (*Piptatherum canadense*), Lapland buttercup (*Ranunculus lapponicus*), Dwarf raspberry (*Rubus arcticus* ssp. *acaulis*), Satiny willow (*Salix pellita*), Torrey's rush (*Schoenoplectus torreyi*), Houghton's goldenrod (*Solidago houghtonii*), Northern dropseed (*Sporobolus heterolepis*), Long-stalked stitchwort (*Stellaria longipes*), and Dwarf Huckleberry (*Vaccinium cespitosum*).

Due to the type of impacts proposed and the limited size of the impacts, animal surveys focused on those species that had the highest probability of potential impacts. Animal surveys were conducted with specific attention to the following species: Blanding's turtle (*Emydoidea blandingii*) and Hine's emerald dragonfly (*Somatochlora hineana*).

Species specific and habitat surveys within the existing utility right-of-way of the HNF resulted in the identification of +170 unique plant species including one state threatened plant species, Arrowleaf sweet coltsfoot. In addition, potential habitat for the federal and state endangered Hines' emerald dragonfly was identified. Both of these features were marked in the field using handheld GPS units and incorporated into the EA and access plan for the proposed utility line rebuild project.

GEI crew navigated the project site(s) using Trimble Geo7X hand-held GPS unit paired with detailed field maps that were generated in ArcGIS 10.2 Wetland and habitat boundaries and protected species habitat were collected using a Trimble Geo7X hand-held GPS unit. Collected data was post-processed using Pathfinder Office software. The data was then analyzed and used to generate deliverable shapefiles and report figures in ArcGIS.

City of Craig Diversion Improvements, RiverWise Engineering - Craig, Colorado



Key Elements/Relevance to this Project:

- Stream Design Assistance
- NEPA Permitting
- Section 7 Consultation
- Mitigation Planning
- 404 Permitting Guidance (IP)

The purpose of this project is to upgrade a diversion structure and associated intake while providing improved fish habitat and developing additional recreation and economic opportunities for the City of Craig, Colorado. The existing diversion structure has been in place for decades and serves to provide municipal water supplies for the City. This structure currently spans the width of the Yampa River channel and

limits the ability of native fish assemblages to move up and down the channel, including four species protected under the Endangered Species Act. Additionally, an expansion of a regional park is planned along the south bank of the Yampa River which will provide naturalistic playground facilities, picnic areas, walking paths and improved fishing and boating access. The ultimate goals of the project are to 1) rehabilitate the diversion structure to better accommodate water intake; 2) provide new recreation and economic opportunities in a rural community; and 3) improve habitat for native aquatic species. It is anticipated that these activities will be funded via a cost-share grant from the federal Economic Development Agency (EDA).

GEI, serving as a sub-consultant to RiverWise Engineering, authored two separate draft environmental assessments (EA) for the various phases of the project and guided the creation of technical documents necessary to complete the NEPA process. This included developing a biological assessment (BA) covering six federally listed species and critical habitat designated areas, migratory birds, and bald eagles to obtain a not likely to adversely affect determination from the U.S. Fish and Wildlife Service. GEI provided design concepts, specifications for the new diversion structure, and design review to improve upstream and downstream passage of the native fish assemblage,

and to avoid and minimize impacts. GEI staff also provided guidance in approach to the prime for addressing wetland permitting under the section 404 individual permit (IP) process, including a robust purpose and need statement and alternatives analysis. Our compliance specialists also provided guidance related to wetland mitigation planning using the Colorado Stream Quantification Tool (CSQT).

Environmental Compliance and Permitting for Upper Beaver Brook Spillway Construction and Lower Beaver Brook Dam Reconstruction for Reservoir #2, Lookout Mountain Water District - Evergreen Colorado



Key Elements/Relevance to this Project:

- Sensitive Species Surveys
- Aquatic Resources Delineation
- Environmental Permitting and Compliance
- Agency Coordination and Consultation
- 404 Permitting Guidance (IP)

GEI provided both engineering design as well as environmental compliance and permitting tasks for the construction of the labyrinth spillway for Upper Beaver Brook, Reservoir #1.

GEI supported the District in the evaluation of adverse impacts associated with depletions for the 10 acre-feet of additional storage that would be provided as a result of the spillway construction, including consultation with the USFWS and stakeholders

within the South Platte Water Related Activities Program. GEI's professional scientists took the lead in executing all natural resources tasks and associated permitting including conducting field investigations to delineate wetlands and determine the extent of sensitive habitats, data were collected in order to assess any impacts to rare, threatened, or endangered species. Investigation for Upper Beaver Brook included the formulation of an Alternatives Analysis to assess cumulative impacts as well as acquisition of a Special Use Permit from the USFS. The spillway was successfully built on schedule and within budget.

Lower Beaver Brook Dam Reconstruction is currently underway, scheduled to be completed in spring 2022. This project is federally funded, triggering requirements under the National Environmental Policy Act. GEI's permitting professionals have handled all permitting and compliance as well as agency coordination.

APPENDIX A - RESUMES

GEI CONSULTANTS OF MICHIGAN, P.C.

Environmental Assessment Services

George M. Meister

Project Manager

Mr. George Meister is a Professional Engineer and provides civil engineering support on projects involving coastal works, marine structures, site planning, storm water management, construction management, and infrastructure design/upgrade. As a consulting engineer, he has supported design of municipal streets, water mains, and sanitary and storm sewers. He has a wealth of professional experience in the planning and design of commercial properties, residential communities, and industrial sites. Additionally, Mr. Meister has supported design and construction projects involving access roads, parking lots, storm water detention and retention systems, and utility routings and sizing. He is proficient with related software programs including AutoCAD™ drafting programs, Microsoft Project™, HEC-RAS, and HydroCAD, among others.

RELEVANT PROJECT EXPERIENCE

Lakeshore Wetland Restoration, City of Marquette, Marquette, MI. Project Manager, led design and oversaw construction administration of a coastal wetland restoration project. The project included creation of approximately three acres of wetland and stormwater conveyance. City storm water will be routed into the new wetland for cleaning prior to discharge into Lake Superior.

Stormwater Management Plan, City of Marquette, Marquette, MI. Project Manager, led development of a City-wide stormwater management plan including evaluation of non-point source discharge locations and potential future BMP locations and effectiveness.

Stormwater Operations and Maintenance Manual, City of Marquette, Marquette, MI. Project Manager, led development of a stormwater operations and maintenance plan to assist the public works department in identifying and planning necessary City-wide maintenance issues.

Whetstone Brook Streamwalk, City of Marquette, Marquette, MI. Project Manager, led completion of streamwalk along several miles of an urban brook to evaluate erosion, culverts, streambed stability and obstructions.

Whetstone Brook Hydrologic and Hydraulic Analysis, City of Marquette, Marquette, MI. Project Manager, led modeling and development of hydrologic and hydraulic analysis of the Whetstone Brook for use in FEMA floodplain mapping.

2-Mile Creek USFS Road Crossing, Iron County, MI. Project Manager/Engineer, performed full design and construction inspection services for a river crossing with the USFS and Superior Watershed Partnership. The crossing included removal of a dilapidated large culvert and replacement with a new open bottom arch on concrete footings with a natural streambed. Design included hydrologic and hydraulic modeling of the river to determine appropriate structure size and MDEQ permit preparation and submittals.

Cutthroat Trout Holding and Rearing Pond, Private Client, Bozeman, MT. Lead Engineer, designed an approximately two-acre Cutthroat trout rearing and holding pond. The well supplied pond is lined with an EPDM liner and water level control structure.



EDUCATION

B.S., Civil Engineering, Michigan Technological University, 2003

EXPERIENCE IN THE INDUSTRY

19 years

EXPERIENCE WITH GEI

10 years

REGISTRATIONS AND LICENSES

Professional Engineer, Michigan
American Society of Civil Engineers

Fish Holding Pond, Chief Lake Wilderness Youth Camp, Republic, MI. Project Manager, designed an approximately one acre well fed, lined, fish holding pond for instruction to youth for recreational fishing. Water level is maintained by an earthen spillway and drilled well.

Drainage Improvement Project, Charter, Negaunee, MI. Project Manager, developed a storm water management plan to eliminate excessive drainage discharge onto neighboring properties. Designed a retention basin system to accommodate a 50-year storm event.

Boney Falls Dam, UPPCO, Cornell, MI. Project Engineer, prepared Quality Control Inspection Plan, Temporary Construction Emergency Action Plan, and the Drawdown and Refill Plan for the Phase II Embankment Improvement Project. Plans were developed in accordance with Federal Energy Regulation Commission guidelines. (Project #112380).

High School Site Improvements, Marquette Area Public Schools, Marquette, MI. Project Manager, led the project design for \$2,000,000 of site improvements which include full site demolition, new parking, ADA access, sidewalk, utility work, and landscaping.

Marquette Municipal Service Center Design/Build, City of Marquette, MI. Project Manager, led the project design of the new service center including environmental, geotechnical, stormwater, site civil, and utility design services.

Keweenaw Bay Indian Community Marquette Casino Design/Build, Gundlach Champion, Marquette, MI. Project Manager, led the project design of a casino expansion, new hotel, water tower, and sewage system including four sanitary lift stations and over four miles of sanitary main. He worked closely with the owner and builder to develop the entire project and site expansion.

Keweenaw Bay Indian Community Baraga Casino Design/Build, Gundlach Champion, Marquette, MI. Project Manager, led the project design of a casino expansion, including site and utility improvements. He worked closely with the owner and builder to develop the entire project and site expansion.

855 W. Washington Redevelopment, Veridea Group, LLC, Marquette, MI. Project Manager, worked closely with the developer and architect to perform full site design including site grading, retaining walls, water main, sanitary sewer main, pedestrian pathways, and storm water management for the facility demolition and brownfield redevelopment.

Multiple Road and Utility Reconstruction Projects, Sault Ste. Marie, MI. Project Engineer, performed full design and construction administration on over a dozen different road and utility reconstruction projects in the City of Sault Ste. Marie, Michigan.

Multiple Road and Utility Design and Construction Administration Projects, Marquette Township, MI. Project Engineer, performed full design and construction administration on several different road and utility design projects in Marquette Township, Michigan.

Multiple Road and Utility Design and Construction Administration Projects, City of Marquette, MI. Project Engineer, performed full design and construction administration on several different road and utility design projects in City of Marquette, Michigan.

New Residential Community Conceptual Design, Bay Mills Indian Community, Brimley, MI. Project Manager, designed conceptual layout for an approximately 110-acre residential development in Brimley, Michigan.

New Residential Community Design, Harlow Farms, Marquette, MI. Project Manager, provided final design and construction inspection for an approximately 120-acre mixed use development in Marquette, Michigan.

Robert G. Doherty
Senior Environmental Scientist

Robert Doherty is a senior scientist in GEI's Lansing, MI office with a background in anthropology, history, and natural resources. During his 30-year career, Mr. Doherty has managed a wide variety of public and private sector NEPA projects involving large-scale recreation development and land management activities; energy facilities such as pipelines, transmission lines, and hydroelectric projects; mine development and closure; and oil spill cleanup, restoration, and compensation. Mr. Doherty's recent projects include oil pipeline certification, permitting, and compliance; ethnographic work for a multi-state water pipeline; socio-economic assessment of urban green space restoration; mine development regulatory assessment, and emergency response support.

REPRESENTATIVE PREVIOUS PROJECT EXPERIENCE

NEPA Compliance

Lake Powell Pipeline Project, Utah Dept. of Water Resources, UT and AZ. Prepared the project draft EIS ethnographic report summarizing Native American tribal perspectives on the pipeline project obtained through secondary research and informal consultation with thirty tribes having potential interests associated with the project.

Devil's Lake Flood Control Project, USACE, Devils Lake, ND. Assessed impacts of a flood control outlet construction and operation on water quality, aquatic species (including the risk of invasive species), water withdrawals, and agriculture. Led preparation of the project Monitoring, Mitigation, and Restoration Plan and draft EIS.

Grand Island Recreation Area, US Forest Service, Munising, MI. Assessed the ecological and social impacts of a proposed draft management plan involving transportation, recreation development, and habitat improvement activities. Prepared associated sections of the project EIS.

Crandon Mine Project, USACE, Crandon, WI. Coordinated wetland and aquatic resource data collection for mine Area of Potential Effect. Prepared the associated resource report and EIS wetlands sections.

Winton Hydroelectric Project, Minnesota Power (ALLETE), Winton, MN. Studied the effects of proposed operating alternatives on wetlands and stream flow and prepared associated sections of the project license application. Provided testimony for Minnesota water quality certification and responses to US Forest Service filings. Prepared wetland and biological resource sections of the Applicant-Prepared Environmental Assessment.

Raco Project, Smithers Scientific Services, Raco, MI. Assessed the impacts to rare species, wildlife habitat, groundwater and surface water resources, and recreational use from development of a winter



EDUCATION

M.S., Natural Resources, University of Michigan
M.A., U.S. History, University of Pittsburgh
B.A., Anthropology, Kenyon College

EXPERIENCE IN THE INDUSTRY
30 years

EXPERIENCE WITH GEI
Less than 1 year

TRAINING AND CERTIFICATIONS

Writing Effective NEPA Documents,
(Shipley Associates)
Technical Writing and Project
Management (Shipley Associates)
Economic Impact Assessment for
Planning (US Forest Service)
Environmental Review and Compliance
(FERC)
Michigan Certified Stormwater
Management Operator (C-22513)
Wetland Soils and Hydrology (WTI)
Wetland and Water Resources Regulation
(CLE)
Floodplain Management (ASCE)
Natural Heritage Inventory and Screening
(WiDNR)
Oil Spill Response and Planning (CTEH /
OCC)
HAZWOPER (40-Hr)
ArcGIS Mapping and Analysis (ESRI)
Fire Behavior (National Wildfire
Coordinating Group)

PROFESSIONAL AFFILIATIONS

International Society for Ecological
Economics
United States Society for Ecological
Economics
Turtle Conservancy

automotive testing facility. Prepared associated sections of the project NEPA documents.

North Madison to Huiskamp Project, American Transmission Company, WI. Completed wetland delineations along the proposed project corridor, prepared the project wetland and stream impact permit applications, and assisted with preparation of the project Environmental Assessment. Provided testimony in the project licensing hearing.

Gaylord Lake Project, US Forest Service, Gogebic County, MI. Assessed the impacts to wetlands, streams, wildlife, and community uses from a land management project involving transportation, timber, recreation, and wildlife habitat activities on 3000 acres of upland pine, hardwood, and aspen dominated forest. Prepared associated sections of the project NEPA documents.

Rudyard Project, US Forest Service, Rudyard, MI. Assessed the impacts to wetlands, streams, wildlife, and community uses from a land management project involving transportation, timber, recreation, and wildlife habitat activities on 4500 acres of aspen-dominated forest. Prepared associated sections of the project NEPA documents.

Betchler Marsh Project, US Forest Service, Raco, MI. Assessed the impacts to wetlands, streams, wildlife, and community uses from a land management project involving transportation, timber, recreation, and wildlife habitat activities on 4000 acres of pine-dominated forest. Prepared associated sections of the project NEPA documents.

Guardian II Gas Pipeline Project, ONEOK, WI. Completed wetland delineations along the proposed project corridor, prepared the project wetland and stream impact permit application, and assisted with preparation of the project Environmental Assessment.

Ixonia Gas Lateral Project, WE Energies, WI. Completed wetland delineations along the proposed project corridor, prepared the project wetland and stream impact permit application, and assisted with preparation of the project Environmental Assessment.

Sault Lateral Project, Great Lakes Gas Company, Chippewa County, MI. Completed wetland delineations along the proposed project corridor, prepared the project wetland and stream impact permit application, and assisted with preparation of the project Environmental Assessment.

Security Loop II Project, Great Lakes Gas Company, MI. Completed wetland delineations along the proposed project corridor, prepared the project wetland and stream impact permit application, and assisted with preparation of the project Environmental Assessment.

Empire Mine Project, Cliffs Mining Services Company, Palmer, MI. Completed wetland, aquatic resources, and rare species surveys for a proposed mine expansion. Prepared a resource report, project Environmental Assessment, and permit application and assisted with the wetland mitigation plan.

Tilden Mine Project, Cliffs Mining Services Company, Palmer, MI. Completed wetland, aquatic resources, and rare species surveys for a proposed mine expansion. Prepared a resource report, project Environmental Assessment, and permit application and assisted with the wetland mitigation plan.

Republic Mine Project, Cliffs Mining Services Company, Republic, MI. Completed environmental surveys and habitat assessments in the area of a dormant iron mine. Assisted in development of a preliminary mine closure plan, Environmental Assessment, and permit application for the closure program.

Socio-economic Studies

Back Forty Mine Project, Osisko Gold Royalties Ltd., Menomonee County, MI. Managed completion of permitting audit and regulatory risk assessment for a proposed non-ferrous open pit mine. Assessed historic landscape use practices and potential reserved rights treaty claims of local Native American Tribes. Prepared project report and presentation to client.

Deer Grove East Project, Openlands, Chicago, IL. Assessed effects to ecological processes, ecosystem services, and modeled the economic valuation of habitat restoration and trail development work completed at

Cook County's Deer Grove East preserve to improve the area's functioning as part of Chicago's green infrastructure.

Bridgeport Energy Facility Project, Emera Energy, Inc., Bridgeport, CT. Lead socioeconomic reviewer supporting Emera's compliance with Section 316(b) of the Clean Water Act (CWA). Reviewed socioeconomic reports for compliance with Rules 122.21(r)(10) and 122.21(r)(11) and prepared associated sections of the Peer Review Report for submission to the Connecticut Department of Energy and Environmental Protection.

Wetland Mitigation Research Project, Environmental Concerns in Rights-of-Way Management, Portland, OR. Completed historic and legal research addressing the past development of and projected future changes to wetland mitigation policy and regulation in the United States. Prepared a project report for presentation at the annual conference describing the project findings and implications for stakeholders.

Atlas of Pennsylvania Project, University of Pittsburgh Center for Social and Urban Research, Pittsburgh, PA. Completed research regarding the relationship between the geographic distribution of energy resources in Pennsylvania, transportation systems, and settlement patterns. Compiled the resulting information into Atlas sections containing historical graphics and explanatory text.

Michael (Mike) Peterson

Environmental Scientist



Mike Peterson is an Environmental Scientist with twelve years of experience in the biosciences and environmental and ecosystems services. He has experience with a diverse range of projects including project management, wetland delineations, environmental permitting and regulatory compliance, National Environmental Policy Act (NEPA) compliance, rare species evaluations, GIS mapping, conducting biological surveys, and coordinating site assessments and surveys.

Mr. Peterson has been involved with various energy and transportation projects throughout with Midwest region that included obtaining environmental permits, coordinating on-site evaluations and surveys, facilitating client-agency representative dialogue, implementing agency recommendations, and provided environmental clearance to proceed with construction.

He was certified through the Minnesota Wetland Delineator Certification Program in 2012 and received a certificate in Ecological Restoration from the University of Minnesota in 2015. He is a data license manager for the Minnesota DNR Rare Features Data, the Illinois DNR Natural Heritage Database, and is a Wisconsin DNR Certified Endangered Resources Reviewer. Mr. Peterson has extensive experience with mapping programs that include the use of ArcGIS and GPS.

PROJECT EXPERIENCE

Northern Wind Generation Project, Northern Wind LLC, Roberts County, SD. Contributed to National Environmental Policy Act (NEPA) documents and conducted onsite surveys for a 50-megawatt capacity wind farm in South Dakota. Responsibilities included conducting a native prairie survey, conducting a bald eagle nest survey via aircraft of a 10-mile radius of the project, and evaluating site conditions for suitable habitat for endangered species including the Dakota Skipper and remnant prairie plants. Contributed to the NEPA Environmental Assessment as an author for several sections.

Little Mountain Travel Management Plan, Bureau of Land Management (BLM), WY. Implemented a Travel Management Plan for an approximately 60,000-acre area on the west slope of the Big Horn Mountains. The Travel Management Plan approved by the National Environmental Policy Act (NEPA) program was established for the Little Mountain area. The implementation included designating roads as closed, open, restricted, or seasonally open for various purposes included improving rangeland health, wildlife habitat enhancement, safety, cattle grazing allotment requirements, and landowner requests.

NEPA Document Review and Contributor, Bureau of Land Management (BLM), WY. Participated in planning meetings, reviewed, and authored sections of NEPA documents including Environmental Assessments (EAs) and Categorical Exclusions (CXs) for several federal actions occurring on BLM managed lands. Sections contributed to included Areas of Critical Environmental Concern (ACEC), Recreation, Wilderness, Visual Resources, Travel Management, and Wild and Scenic Rivers.

Pipeline Waterway Crossing Restoration Geohazard Depth of Cover Projects, IL, MO, KS, OK. Project Manager responsible for environmental permitting and construction support for several similar depth of cover geohazard restoration projects where an existing pipeline crosses a waterway and becomes exposed due to natural processes. The projects typically involve an engineered design to stabilize the waterway banks and restore the depth of cover over the pipeline. The project components involve wetland delineations, threatened and endangered species reviews and surveys, state and federal permitting services for work within waterways, and the development of state construction stormwater pollution prevention plans (SWPPPs). Environmental inspections

EDUCATION

B.A., Biology, University of Minnesota, Duluth
B.S., Recreation and Outdoor Education,
University of Minnesota, Duluth

EXPERIENCE IN THE INDUSTRY

12 years

EXPERIENCE WITH GEI

<1 year

TRAINING AND CERTIFICATIONS

Minnesota Certified Wetland Delineator, 2012
(1244)

Wisconsin Department of Natural Resources
Certified Endangered Resources Reviewer
Ecological Restoration Certificate, University
of Minnesota

Erosion and Stormwater Management,
University of Minnesota

Hazardous Waste Operations and Emergency
Response (40 Hour HAZWOPER)

CPR and First Aid

ICS-100, ICS-200, IS-700 National Incident
Management System

are coordinated to occur pre, during, and post-construction to ensure compliance with permits and best management practices and to provide restoration oversight and achieve final site stabilization.

Fairmount Snowmobile Trail Rare Plant Survey, City of Duluth, MN. Field surveyor responsible for conducting a meander survey for rare species and resources along an approximately 1-mile segment for a proposed snowmobile trail system. Project also included a review of the Minnesota Department of Natural Resources Natural Heritage Information Database and coordination with the agency.

Endangered Resource Reviews for Pipeline Clients, MN, WI, MI, IL, IN, OH, NY, MO, KS, ND, NE, WY, MT. Responsible for conducting desktop reviews for endangered resources including federal and state listed threatened or endangered species, rare natural features, and species of concern. Reviews often include coordination with the U.S. Fish and Wildlife Service (USFWS) and state wildlife agencies, review of suitable habitat within project areas, determination of likelihood of species presence, and the development of avoidance, minimization, or mitigation measures for project activities. Role requires the need to be a Certified Endangered Resources Reviewer by the Wisconsin DNR, and to hold a Natural Heritage Information License Agreement with the Minnesota DNR and Illinois DNR.

South Dakota Department of Transportation (SDDOT) SD25, DeSmet, SD. Lead wetland delineator along a 16-mile state highway right-of-way corridor for the SDDOT. Project included wetland and mapping services for the 16-mile corridor in accordance with the U.S. Army Corps of Engineers (USACE) Wetlands Delineation Manual and regional supplement. Wetland boundary, wetland type, and proposed wetland impacts were determined for the project. The project provided SDDOT with the delineation boundaries in compatible survey data format for project planning.

Horizontal Directionally Drilled (HDD) Pipeline Replacement Project at Interstate 35 Crossing, Clinton County, MO. Project Manager responsible for environmental permitting and environmental inspection support for an existing pipeline Geohazard Project, where a pipeline was replaced by means of HDD methods where it crossed U.S. Interstate-35 and an adjacent ephemeral stream. The project included the removal of the existing pipe where it crossed an ephemeral stream. The Project required U.S. Army Corps of Engineers Nationwide Permit 12 for Utility Activities, a plan for inadvertent loss of drilling fluids, and coordination of environmental inspections pre, during, and post-construction to ensure compliance with permits and best management practices and to provide restoration oversight and achieve final site stabilization.

Pipeline Maintenance Project Rare Plant Survey, Gogebic County, MI. Coordinated with Michigan Department of Natural Resources (MNDR) and U.S. Forest Service (USFS) Ottawa National Forest botanists to conduct a rare plant survey for a pipeline maintenance project to upgrade the Cathodic Protection system beyond the established pipeline right-of-way. The proposed area was near a known rare plant community. The survey resulted in the identification and documentation of rare plants and included a report summarizing the survey methods, GPS location data, figures, and photographs that were prepared on behalf of the pipeline client for submittal to the USFS and MDNR.

Invasive Species Survey, Pipeline Right-of-Way, Odanah WI. Project Manager responsible for conducting and coordinating an invasive species survey through a 13-mile-long pipeline right-of-way. The survey included GPS data collection, identification of species listed as invasive and noxious weeds list, estimation of height class and cover scale. Documented the results of the survey with the generation of figures, tables, and site photographs.

Proposed Pipeline Route Wetland Delineation, Northern MN. Wetland delineator for a proposed pipeline route sited in northern Minnesota. Worked in a team of two wetland delineators to collect wetland boundaries and data for a 400- to 500-foot-wide corridor along a 50-mile-long section. Conducted daily wetland delineations for consecutive days for two months. The wetland delineation was conducted in accordance with the U.S. Army Corps of Engineers (USACE) Wetlands Delineation Manual and regional supplement. The GPS data collected each day was post-processed and submitted to the project team data managers at the end of each day.

Eric Englund
Staff Professional

Eric Englund is a staff professional in GEI's Green Bay, WI. He has over 10 years of experience in the energy industry related to environmental regulatory compliance. His main responsibilities have been related to the growth new business areas, mentoring of junior staff, and building existing client relationships. This was achieved by working diligently to build positive working relationships, reducing overall project costs, producing high quality deliverables, and surpassing overall expectations, all without having to sacrifice safety or performing tasks without being environmentally conscious.

PROJECT EXPERIENCE

CTH W Wetland Delineations, Wisconsin Department of Transportation, Reedsville, WI. Project Manager, Lead Delineator, and Report Author related to wetland delineations along CTH W in support of upcoming work being completed by the Department of Transportation.

STH 55 Wetland Delineations, Wisconsin Department of Transportation, Stockbridge, WI. Project Manager, Lead Delineator, and Report Author related to wetland delineations along CTH W in support of upcoming work being completed by the Department of Transportation.

STH 151 Wetland Delineations, Wisconsin Department of Transportation, Calumetville, WI. Project Manager, Lead Delineator, and Report Author related to wetland delineations along CTH W in support of upcoming work being completed by the Department of Transportation.

Bayport to Pioneer - X145 Rebuild, American Transmission Company, Stiles, WI. Construction Oversight Lead for 26 miles of transmission line rebuild in northeastern Wisconsin. Assured environmental compliance for all state and federal permits and approvals. Conducted threatened and endangered species surveys along with additional environmental surveys needed to support the project.

Hiawatha National Forest Operating Plan, American Transmission Company (ATC), Hiawatha National Forest, MI.

Planner and Ecology Lead, during the review period of the Special Use Permit issued to ATC by the United States Forest Service, the development of a new Operating Plan and supporting National Environmental Policy Act documentation was completed. As planner and ecology lead, oversaw the development of the Environmental Analysis, Biological Assessment and Biological Evaluation, public notices, public record for Freedom of Information Act requests, internal informational bulletins, and the development of reporting processes using geographical information systems to streamline approval processes. The Operating Plan was the first to be signed in the nation by the United States Department of Agriculture – Forest Service since the adoption of a new series of rules to prevent power lines causing wildfires on public land and will be used as a template for other utility companies with infrastructure on National Forest lands.

Bombay Hook National Wildlife Refuge Hunting and Fishing Plan, U.S. Fish and Wildlife Service, DE. Planner and Ecology Lead, Bombay Hook National Wildlife Refuge was selected as one of the first National Wildlife refuges to have hunting and fishing opportunities expanded as a part of the Department of Interior's



EDUCATION

B.S., Water Resources, University of Wisconsin

EXPERIENCE IN THE INDUSTRY

10 years

EXPERIENCE WITH GEI

Less than one year

TRAINING AND CERTIFICATIONS

Society of Wetland Scientists Wetland Professional in Training - 5/23/2021
Wisconsin Endangered and Threatened Species Handling Permit – 7/20 – 7/25
Species Permitted: Slender Glass Lizard, Ornate Box Turtle, Wood Turtle, Blanchard's Cricket Frog
Certified Endangered Resources (ER) Reviewer - Wisconsin DNR 2018 – Present
Wisconsin DNR HCP Karner Blue Butterfly and Lupine Survey Training 5/2020 – 5/2025
WI DNR National Heritage Inventory Training 7/12/2018 – 7/12/2023
Certified Storm Water Management Operator #C-21902 - Michigan 2/22/2021 - 7/1/2026
40HR HAZWOPER Certified 5/2021 - 5/2022
Red Cross First Aid and CPR 6/2021 - 6/2022

PROFESSIONAL AFFILIATIONS

Wisconsin Wetlands Association Member 12/1/2019 – Present
Society of Wetland Scientists (SWS) Member 12/1/2019 - Present

initiative to open 1.4 million acres of refuge land to public access. As planner and ecology lead, oversaw the development of the Hunting and Fishing plan for the Bombay Hook Refuge. The plan revised existing regulations and developed new hunting and fishing regulations for areas not previously open to these opportunities throughout the history of the refuge. This included preparing all applicable NEPA documents including the Environmental Assessment (EA), Section 7 Consultations, and Finding of No Significant Impact (FONSI).

Transmission Line Rebuild, Rerate, and Reconductor Projects, American Transmission Company, WI, and MI. Environmental Project Manager for over 10 transmission line rebuild/rerate/ reconductor projects across Wisconsin and Michigan. Attended project meetings, managed project budgets, obtained federal, state, and local permits, coordinated with regulatory agencies on behalf of the client, while also serving as field lead for environmental surveys, wetland delineations, and threatened and endangered species surveys. Additionally, provided construction oversight, and environmental trainings to crews through project completion.

Substation Construction, Maintenance, and Retirement Projects, American Transmission Company, WI, and MI. Environmental Project Manager for over 15 substation projects across Wisconsin and Michigan. Attended project meetings, managed project budgets, completed waste management plans, developed Spill Prevention Control and Countermeasure plans for facilities. Additionally, provided construction oversight, and environmental trainings to crews through project completion.

Spill Prevention, Control and Countermeasure, Stormwater Pollution Prevention Planning, Construction Oversight, Oil & Gas Industry, Rocky Mountain Region. Environmental Project Manager, coordinated with regulators and oil and gas operators to design and implement new practices to address environmental issues. Served as field lead for Stormwater Pollution Prevention Planning (SWPPP), Spill Prevention, Control, and Countermeasure (SPCC), and Leak Detection and Repair (LDAR) inspections on 2,000+ upstream and midstream oil and gas facilities to ensure environmental compliance throughout Colorado, North Dakota, Montana, and Wyoming.

Zack Pitman
Wetland Ecologist



Zack Pitman is a wetland ecologist in GEI's Traverse City, Michigan, office. Zack's experience at GEI includes conducting wetland delineations and associated mapping using ArcCollector software; creating plant lists and Floristic Quality Assessments of wetland and upland areas; documenting fauna encountered during wetland delineations, particularly birds and herpetofauna; and writing wetland reports. Additional experience includes advising on state and local regulations regarding wetlands and water resources; preparing permit applications on behalf of clients using the MiWaters online software; searching within defined watershed boundaries for potential wetland mitigation sites; monitoring conservation easements and wetland mitigation sites; preparing conservation easement agreements; participating in freshwater mussel surveys; participating in State of Michigan Procedure 51 stream surveys for fish and aquatic macroinvertebrates; conducting bat tree surveys; planning and executing protected species surveys which conform to USFWS standards; developing aquatic invasive species monitoring plans; effectively treating invasive plant infestations using chemical and mechanical methods; participating in ecological restoration efforts such as tree planting and native plant seeding and blanketing; and safely operating heavy equipment such as tractors and skid-steers.

Recent projects at GEI include wetland delineations and botanical surveys to fulfill NEPA PEL requirements on nearly 400-acres in Grand Traverse County, MI; wetland delineations and rare flora/fauna surveys on over 500 acres in Iosco County, MI; coordinating with the USFWS to develop and implement eastern massasauga rattlesnake surveys in Iosco County, MI; dwarf lake iris and Houghton's goldenrod census surveys and general botanical surveys in Mackinac County, MI; developing and conducting long-term monitoring of wetlands, aquatic invasive species, water quality, and zooplankton in Barry County, MI; and dune floristic surveys and interdunal wetland delineations in Muskegon County, MI. In each of these projects, Zack has served as a field botanist/ecologist to meet specific goals set by clients.

Huron Pines AmeriCorps Member - Conservation Science Technician, Michigan Natural Features Inventory, Lansing, MI. Mapped current and historic records of Michigan's rare plants and animals in the NatureServe Biotics database. Performed quality control for rare species occurrences within the Biotics database. Obtained new records of rare species occurrences from outside sources (e.g. researchers, citizen science databases, and university museum collections). Worked with MNFI scientists to plan and prepare for rare species surveys. Surveyed active raptor nests to determine breeding success of red-shouldered hawks and northern goshawks. Assessed prairie fen habitat quality using Coarse Metric Assessment protocol. Conducted demographic studies of *Iris lacustris*, a state threatened wildflower. Surveyed prairie fen communities for federally endangered Poweshiek skipperling and Mitchell's satyr butterflies. Assessed pollinator habitat via vegetation surveys. Assisted with surveys for and capture of federally threatened eastern massasauga rattlesnakes. Participated in visual surveys and trapping surveys of rare turtle species. Conducted natural community surveys following Michigan Forest Inventory (MiFI) protocol. Collected rare species data in the field using Survey 123. Frequently navigated through rough and remote terrain using a map and compass, GPS, and tablet-based apps such as BackCountry Navigator and Avenza. Conducted outreach on behalf of MNFI and Huron Pines AmeriCorps at local schools and public events. Assisted with the NOAA B-WET vernal pool monitoring program by training and providing resources for K-12 teachers. Updated species abstracts to better reflect current knowledge of Michigan's rare species.

EDUCATION

M.S. in Biology, Grand Valley State University, August 2018
B.S. in Natural Resources Management, Grand Valley State University, August 2016

EXPERIENCE IN THE INDUSTRY
4 Years

EXPERIENCE WITH GEI
2 Years

CERTIFICATIONS
S130/190 – Wildland Firefighter Type 1
RX 310 – Intro to Fire Effects
Project Learning Tree & Project Wild
Outdoor Educator

Huron Pines Americorps Member - Stewardship Technician, The Leelanau Conservancy, Leland, MI.

Worked as part of a crew to effectively manage Conservancy properties. Conducted surveys for target invasive plant species on Conservancy properties. Treated target species using mechanical and chemical techniques. Maintained herbicide equipment using strict decontamination procedures. Maintained public trails using a variety of equipment (mowers, chainsaws, etc.). Planned and led volunteer stewardship events. Assisted in rare plant surveys. Worked with local nurseries to purchase native plant species for restoration events. Used ArcGIS software to create maps and communicate information. Assisted in the preparation of hunting permits for conservancy natural areas. Conducted regular water quality monitoring in several streams throughout Leelanau County. Conducted official monitoring visits at natural areas and conservation easements. Maintained conservation easement monitoring records using Landscape Conservation Software. Assisted with a long-running bird banding project on conservancy property. Participated in community outreach events.

Graduate Teaching Assistant, Grand Valley State University, Allendale, MI. Taught several sections of a general education biology lab. Communicated scientific concepts to non-scientists. Introduced students to lab equipment including microscopes, pipettes, etc. Assured the safety of all students by communicating potential hazards and proper use of lab equipment. Graded student performance on weekly worksheets, quizzes, and a scientific research paper. Prepared several lectures on a variety of biology-related topics. Assisted in the future development of the introductory biology program. Conducted an independent research project (continuation of URGE research) with the ultimate goal of writing a Master's Thesis. Worked with a graduate committee to ensure successful completion of the Master's Thesis. Analyzed data using statistical software. Interpreted data to form a cohesive narrative surrounding the effectiveness of fire as a tool for spotted knapweed control. Analyzed soil samples for allelopathic plant chemicals using High-Performance Liquid Chromatography. Presented research findings at conferences and other public events. Assisted with various other student projects including mussel surveys, bird banding, vegetation sampling, and fish population monitoring.

Undergraduate Research Grants for the Environment (URGE) Scholar, Pierce Cedar Creek Institute for the Environment, Hastings, MI. Designed and carried out a research project in close collaboration with a research partner and a faculty mentor. Wrote a grant to receive funds and logistical support necessary to carry out the project. Established monitoring plots to measure plant community changes in response to controlled burn simulations. Simulated prescribed fire at study site to determine effectiveness as a control for spotted knapweed. Identified grassland plant species using a dichotomous plant key. Engaged in over 40 hours of volunteer service at Pierce Cedar Creek Institute including community outreach, invasive species removal, and native seed collection. Analyzed data using statistical software. Prepared a written scientific report detailing research findings. Presented research findings to a public audience.

Bird Survey Intern, Land Conservancy of West Michigan, Grand Rapids, MI. Visually and audibly surveyed conservancy properties for all present bird species throughout the breeding season. Mapped and analyzed bird habitat preferences using ArcGIS software. Navigated nature preserves using a map

Stuart N. Kogge, PWS

Sr. Wetland/Aquatic Biologist



Stuart (Stu) Kogge, PWS is a senior wetland/aquatic biologist and a Professional Wetland Scientist (PWS) with over 34 years of natural resource and wetland experience. He has Master of Science degree in Limnology/ Fisheries/Aquatic Biology from Michigan State University. He worked for the MDNR and MDEQ from 1985 to 1995 at the Cadillac District office in northern Michigan and was then recommended and took the MDEQ's State-wide coastal wetland biologist position in 1995 and then the State-wide inland wetlands biologist in 1997. He assessed and managed the State of Michigan's exemplary coastal wetlands pursuant to Part 323, Shorelands Management Act of NREPA and administered, hired, and trained wetland contractors for the Wetland Assessment Program (pursuant to Part 303 of NREPA), and provided annual technical, permitting, and enforcement training for district staff for Upper and Lower Peninsula MDEQ offices.

In 1999, Stu left the State of Michigan and started Wetland and Coastal Resources, Inc. (WCR) and in 2000, The Institute for Wetland and Coastal Trainings and Research. From 1999-2008 WCR provided ecological services relating to wetlands, lakes and streams, and aquatic resources while the non-profit organization conducted wetland delineation, mitigation and assessment and botanical plant identification classes that catered to MDNR, MDEQ, MDOT, private consulting firms.

In 2008 Stu sold his share of his company to join JFNew, which later became Cardno. In 2014 Stu left Cardno for GEI. Stu leads and conducts wetland assessments, delineations, mitigation design, ecological restoration, endangered species surveys, and fisheries and aquatic assessments (using P51, P22, and Freshwater Mussel Protocols). He coordinates with federal and state on larger more complex wetland and aquatic resource related projects. He also serves as GEI's critical dune and high-risk erosion area expert providing an array of services to clients, local realtors, and legal counsel on MDEQ regulatory issues pursuant to Part 353, Sand Dune Management, Part 325, Great Lakes Submerged Lands, Part 323, Shorelands Management, and Part 91, Soil Erosion and Sedimentation Control, of P.A. 451, of 1994.

WETLAND/PERMITTING PROJECT EXPERIENCE

Damfino Development, LLC, Botanical and Wetland Surveys, Muskegon County, MI. Conducted field site assessments, surveys, and provided regulatory assistance and guidance through the regulatory permitting process including interpretations and professional opinions of statutory mining exemptions and classifications of wetlands as interdunal, rare and imperiled, pursuant to Part 303 of NREPA.

Great Lakes Tunnel Project, Enbridge Energy and Stantec, Threatened and Endangered Species Population Estimates, Mackinaw County, MI. 2021. Project Manager, assisted with the development of a survey and monitoring plan for submittal to USFWS and MDNR for federally- and state-listed plant species, dwarf lake iris (*Iris lacustris*) and Houghton's goldenrod (*Solidago houghtonii*). Surveys were conducted in the spring and fall, respectively, and statistical

EDUCATION

M.S., Fisheries/Aquatic Biology, Limnology, Michigan State University

B.S., Fisheries and Wildlife Management, Michigan State University

EXPERIENCE IN THE INDUSTRY

35+ years

EXPERIENCE WITH GEI

Over 7 years (Sept 2014-present)

CERTIFICATIONS

Professional Wetland Scientist (since 2000)

Ohio Mussel Certification (2022-2027)

Federal permit for handling and relocation of federally listed freshwater mussels (valid 2019-2024)

Soil Erosion and Sedimentation Control Plan Review and Design; Comprehensive & Storm Water Management – Construction Site (exp 2023)

40-Hr OSHA HAZWOPER

8-Hr HAZWOPER Refresher

American Red Cross Adult CPR/AED

WETLAND and AQUATICS TRAININGS (partial listing)

2019 – GEI Internal freshwater mussel, macroinvertebrates, and fish identification

2018 – USFWS Freshwater Mussel Identification (5-days at National Technical Training Center, WV)

2015 – GEI Internal Wetland Training for the Arid West, US, Instructor

2014-2018 – Annual GEI Internal Wetland and Seasonal Botany Training, Instructor

2001-2008 – Twice annual classes with Wetland and Coastal Trainings and Research Institute (non-profit organization co-founded by Stu Kogge) on various classes for regulatory agencies including: Sedges, Spring Flora, Asters and Goldenrods, and Shrubs. Instructor alongside Dr. Anton Reznicek

2007-2008 - Wetland Training for Indiana Department of Environmental Management, Instructor

Prior to 2001 – Numerous USACE/MDEQ Wetland Delineation Manual Trainings and development of MDEQ field staff and wetland contractors for the MDEQ's Wetland Assessment Program

PROFESSIONAL ASSOCIATIONS

Society of Wetland Scientists, Member

American Fisheries Society, Member

Michigan Wetlands Association, Member

Michigan Association of County Drain Commissioners, DEQ Liaison Committee Member

AWARDS

Vice President, GEI, 2017

Employee of the Year, Cardno JFNew, 2010

Vice President Technical Serv., JFNew 2008

Sparkplug Award, MDEQ, 1997

Sparkplug Award, MDEQ, 1995

Land and Water Management Division Employee of the Year Award, MDEQ, 1990

analysis conducted to confirm sufficient quadrats sampled to provide population estimates for each species within various areas of the proposed impact and mitigation areas.

Michigan Department of Natural Resources, Fisheries Division, Thompson, MI. Project, and Technical Manager, responsible for obtaining USACE and EGLE permits for expanding the fish hatchery into regulated wetlands. In obtaining the permit 120-acres of land was assessed, a Final Wetland Mitigation Plan developed and preserved to mitigate for permitted impacts. GEI is conducting the maintenance, monitoring, and reporting to the agencies for the mitigation preservation site.

SEMCO Energy Gas Company, Proposed Marquette Connector Pipeline Project, Marquette and Delta Counties, MI. GEI technical lead and In-House Reviewer, for project team assessing wetlands for MDEQ permits. Technical field lead locating and assessing wetland mitigation sites and coordinating with regulatory agencies. Led team in finding, assessing, getting MDEQ approval, design, and permit approval for forested mitigation wetlands. Mitigation wetland has been constructed, planted, and is currently being monitored by GEI staff.

Confidential Mining Client, Upper Peninsula, MI. Senior Wetland/Aquatic Biologist, responsible for overseeing desktop and conducting field assessments to locate land for providing over 130 acres of wetland mitigation.

Cloverland Electric Cooperative, Mackinac Environmental Technology, Inc (MET), Chippewa and Mackinac Counties, MI. Refined and conducted field assessment methodologies for obtaining necessary information for the preparation of an Environmental Assessment (EA) for the U.S. Forest Service for work proposed within the Hiawatha National Forest. GEI authored portions of the EA that MET presented to the client.

Marquette County Road Commission, Proposed County Road 595, Marquette, MI. Based upon Mr. Kogge's past experience assessing resources associated with the Kennecott Mine site and surrounding areas he was hired to be a third-party reviewer of the MDEQ permit application that was being submitted by the Marquette County Road Commission. Recommendations were provided to further minimize resource impacts and reduce long-term liabilities of the road commission.

Kennecott Exploration (Eagle Mine) through Golder and Associates, Inc. Senior Wetlands Biologist, Fisheries/Aquatic Biologist, and Botanist. Provided the initial wetland delineations and assessments of wildlife, fisheries, and aquatic (Michigan Procedure 51) and threatened and endangered species for more than 3,500 acres of land for the proposed multi-billionaire dollar nickel mining project in Marquette County, Michigan.

Freshwater Mussel Surveys, Barr Engineering Co., Multiple Counties, MI. Senior Aquatic Biologist, conducted transect-based surveys for freshwater mussels at over 30 pipeline water crossings throughout the Upper and Lower Peninsula of Michigan. Required approval of work plan by MDNR, EGLE, and USFWS. 2019 surveys included Group 3a streams which required a federal permit. Provided quality assurance and control for over 30 mussel reports that are currently under review by agency personnel. Survey techniques included scuba diving, viewing buckets, grubbing.

ATC and Resolute Paper Company, Menominee River, MI, and WI. Senior Aquatic Biologist, these two mussel relocation projects were conducted during the same week for two different clients at three different sites on the river less, in Michigan and Wisconsin waters, but less than 2 miles apart. Mussels were relocated from these sites and all state-listed species were tagged for potential future post-relocation. Listed species included purple wartyback (*Cyclonaias tuberculata* – T) in Wisconsin, and black sandshell (*Ligumia recta* – E) in Michigan. Over a thousand mussels were relocated for these two projects.

Three Mile Creek Restoration, Hiawatha Sportsman's Club, Engadine, MI. Task Manager, responsible for pricing, devising an implementation plan, field oversight, and managing a "one of a kind" project. GEI was responsible for removing 200 cubic yards of sediment deposition from a 1,000-foot stretch of Three Mile Creek. This was in response to an earthen dam failure that resulted in sand and sediment depositing within the creek and adjacent wetlands. Challenges included removing the large amount of sediment using only hand tools and no excavating equipment due to the remoteness and topography of the site. In addition to sediment removal, restoration tasks included installation of native seed, native shrubs, and erosion control blanket.

APPENDIX B – UPPER PENINSULA NEPA PROJECTS (SUPPLEMENTARY COMPANY INFORMATION)

Upper Peninsula NEPA Project Descriptions

GEI has a wide array of staff (including permitting specialists, NEPA experts, wetland, wildlife, and aquatic biologists and botanists) in Michigan and Wisconsin, and our staff have experience developing cost-effective studies meeting the standards required and expected by regulatory agencies. This experience has been applied to numerous projects around the Great Lakes.

Some of the most pertinent projects our proposed project staff have completed are briefly described below:

- **Cloverland Electric Cooperative, Mackinac Environmental Technology, Inc.,** Chippewa and Mackinac Counties, MI. Environmental Assessment (EA) for the U.S. Forest Service for work proposed within the Hiawatha National Forest. GEI is authoring portions of the EA and conducted wetland and threatened and endangered species surveys necessary for the EA.
- **Hiawatha National Forest Operating Plan, American Transmission Company (ATC),** Hiawatha National Forest, Michigan. Worked on the development of a new Operating Plan and supporting National Environmental Policy Act (NEPA) documentation during the review period of the Special Use Permit issued to ATC by the United States Forest Service.
- **Sault Lateral Project, Great Lakes Gas Company, Chippewa County, MI.** Completed environmental reviews; prepared wetland, stream, floodplain, soil erosion, and incidental take permit applications; and prepared Hiawatha National Forest Special Use Permit Modification application.
- **Security Loop II Project, Great Lakes Gas Company, MI.** Completed environmental reviews; prepared wetland, stream, floodplain, and soil erosion permit applications; and prepared Hiawatha National Forest Special Use Permit Modification application.
- **ESE 6904-6905 Project, American Transmission Company, St. Ignace, MI.** Completed environmental reviews and prepared wetland, stream, floodplain, and Hiawatha National Forest special use permit applications for 40 miles of electrical transmission line. Also drafted environmental portions of the associated Forest Service Environmental Assessment.
- **Raco Project, Smithers Scientific Services, Raco, MI.** Assessed the impacts to rare species, wildlife habitat, groundwater and surface water resources, and recreational use from development of a winter automotive testing facility on the Hiawatha National Forest. Prepared the project application for Special Use Permit amendment and associated NEPA documents.
- **Rudyard Project, US Forest Service, Rudyard, MI.** Assessed the impacts to wetlands, streams, wildlife, and community uses from a land management project involving transportation, timber, recreation, and wildlife habitat activities on 4500 acres of aspen-dominated forest. Prepared associated sections of the project NEPA documents.
- **Betchler Marsh Project, US Forest Service, Raco, MI.** Assessed the impacts to wetlands, streams, wildlife, and community uses from a land management project involving transportation, timber, recreation, and wildlife habitat activities on 4000 acres of pine-dominated forest. Prepared associated sections of the project NEPA documents.
- **Grand Island Recreation Area, US Forest Service, Munising, MI.** Assessed the ecological and social impacts of a proposed draft management plan involving transportation, recreation development, and habitat improvement activities. Prepared associated sections of the project EIS



Consulting
Engineers and
Scientists

May 20, 2022

VIA EMAIL: mkilpela@marquettemi.gov

Mr. Mikael Kilpela, P.E.
City Engineer
City of Marquette
1100 Wright Street
Marquette, MI 49855

Re: Proposal for Cultural Resources Technical Services to Support the Section 106 Review Process for the Dredging the Mouth of the Dead River Project, Marquette, Michigan

Dear Mr. Kilpela:

GEI Consultants, Inc. (GEI) is pleased to submit this proposal presenting a scope of work and fees for cultural resources technical services to support the National Historic Preservation Act (NHPA) Section 106 (Section 106) compliance review process for the Dredging the Mouth of the Dead River Project located in Marquette, Michigan.

Founded in 1970, GEI provides expertise in environmental, engineering, geotechnical, water resources, and construction management services and has completed projects for numerous local, regional, state, and federal agencies. Today, GEI employs nearly 1,000 individuals in 43 offices nationwide and in Canada; we maintain seven (7) offices in Michigan, including an office in Marquette.

Our Marquette office has completed many projects for the City, including projects with cultural resources components similar to the services requested for the Dredging the Mouth of the Dead River Project. GEI wishes to continue these services for the City and has prepared the following proposal to outline our scope of work, fees, cultural resources team, and relevant project experience.

COMPANY NAME AND CONTACT INFORMATION:

Company Name: GEI Consultants, Inc.
Office Address: 109 West Baraga Avenue, Marquette, MI 49855
Point of Contact: Denise M. Jurich, M.A., RPA, Cultural Resources Practice Leader
Phone: 916.912.4935 (Office) and 916.296.9442 (Mobile)
Email: djurich@geiconsultants.com

PROJECT UNDERSTANDING

GEI understands that the Dead River has oriented itself directly toward an existing coal conveyance for ship unloading and a 1300 foot long ore dock used for the loading of iron ore pellets onto ships. Further, the sand bedload moved by the river is filling the boat slip and requires constant maintenance dredging. The proposed project is intended to address these issues and consists of dredging activities to straighten the existing river channel into Lake Superior and the removal of sand deposited next to the existing coal conveyor and ore dock owned by Cleveland-Cliffs, Inc. As part of the dredging process, up to 75,000 cubic yards of sand will be removed and as feasible, the dredged sand will be used for beach nourishment and dune restoration along the shoreline to the south of the river. The beach nourishment area is located approximately 1.30 miles to the south of the proposed dredging area and is situated between Fair Avenue and Pine Street in Marquette. Dune restoration is also planned for the shoreline behind a proposed cobble beach between Pine Street and Hawley Street. The project work areas described above consist of the following:

- Boat slip areas next to the existing ore dock and corresponding upland spoils area;
- Dredging area at mouth of the Dead River and adjacent to the coal conveyor and boat slip;
- Beach nourishment and dune restoration areas south of the river; and an
- Overflow upland spoils site near the dune restoration area.

To fund this project, the City of Marquette received a Port Infrastructure Development Program (PIDP) grant and Cleveland-Cliffs, Inc. is providing match monies for the grant by committing to \$750,000 worth of maintenance dredging over the next three (3) years. The PIDP grant is a discretionary grant program administered by the U.S. Department of Transportation Maritime Administration (MARAD) and the issuance of the grant necessitates federal Section 106 compliance review.

MARAD has indicated that they will authorize the grant applicant (City of Marquette) to consult on their behalf during the Section 106 compliance process. This authorization will be obtained by preparing Michigan State Historic Preservation Office (SHPO) and appropriate Tribal Historic Preservation Officer(s) (THPO) template letters for MARAD review and approval. Further, the applicant must complete and submit an applicant checklist which contains information about the proposed project, the nature of proposed ground disturbances, potential for the project to result in effects to Historic Properties, and the results of the Tribal outreach efforts. These efforts are necessary to successfully navigate the Section 106 compliance process, in addition to specific paperwork required by the Michigan SHPO.

In 2020-2021, Michigan updated their Section 106 review process to include the preparation and submittal of a Michigan SHPO Application for Section 106 Consultation with supporting information prepared by or under the supervision of a federally qualified professional (36 Code of Federal Regulations [CFR] Part 61). The following scope of work has been prepared to meet the updated Section 106 requirements for the state of Michigan, as well as the information needs outlined by MARAD.

SCOPE OF WORK

Task 1. Agency Coordination and U.S. Department of Transportation Maritime Administration (MARAD) Documents

GEI will complete coordination efforts with the City of Marquette and MARAD to support the Section 106 compliance process. Coordination efforts are anticipated to include discussions about the project, the delineation of the Area of Potential Effects (APE), and the methods to be employed during the research and field phases of the cultural resources technical work. This scope of work includes up to eight (8) hours for GEI's senior cultural resources staff to complete agency coordination.

Further, GEI will prepare Michigan SHPO and appropriate THPO template letters for MARAD review and approval. In addition, GEI will complete the MARAD applicant checklist for the City of Marquette's use.

Task 2. Delineation of the Area of Potential Effects (APE), Records Search, and Archival Research

GEI will prepare an APE map of the undertaking based on the project plans and the outcome of the agency coordination efforts (see Task 1, above). The APE will include the horizontal and vertical extent of ground disturbance related to the proposed project and any temporary use areas, such as equipment staging locations and access roads. Consideration will also be given to the potential for the project to result in indirect effects to nearby lands and/or built environment features.

Upon delineation of the APE, GEI cultural resource specialists will conduct a records search to identify known and previously recorded cultural resources in and adjacent to the APE. The records review will be completed for the APE and all lands within a one-mile search radius and will include a review of the following resources:

- National Historic Landmarks (NHL) List;
- National Register of Historic Places (NRHP) Spatial Data (GIS) Public Database;
- Michigan SHPO Archaeological Site Files;
- Michigan SHPO Files for Architectural Resources; and
- Michigan History Center Shipwreck Location Database maintained by the Michigan Department of Natural Resources (DNR).

The SHPO File review will be completed by SHPO staff via the SHPO Smartsheet request system.

In addition, GEI will conduct primary and secondary research online and at pertinent research facilities. Research will focus on important events or individuals that may be associated with the project area and will be used to prepare a historic context and evaluate built environment resources in the APE.

Task 3. Archaeological and Architectural Resources Surveys

Following the completion of Task 2, archaeological and built environment surveys will be conducted for the APE. A cursory review of the Michigan SHPO Archaeological Site Files indicates that there are previously recorded sites located within or immediately adjacent to several of the Project Area locations shown on Page 1 in the Request for Proposals (RFP). Based on their locations, as well as the frequency of other sites known near the Project Area locations, GEI assumes that limited fieldwork will be needed to address archaeological resources for the project.

The survey for archaeological resources will be completed in accordance with the *Michigan SHPO Draft State Archaeological Documentation Standards* (Revised May 7, 2020) and will be supervised by an archaeologist who meets the Secretary of the Interior's (SOI) Standards for Archaeology. GEI archaeologists will conduct a Phase 1 pedestrian survey of the portions of the APE that are accessible at the time of survey and considered to have a high, moderate, or unknown probability (if applicable) for containing archaeological resources. Areas with low probability designations, based on factors such as existing ground disturbances, will be eliminated from further examination. GEI assumes this will include a pedestrian (surface) survey of up to 30 acres and that these survey areas will exhibit at least 25 percent surface visibility. Limited subsurface testing may also be completed in portions of the APE to document soil profiles or soil disturbances, using up to five (5) shovel test pits (STPs). Notes and photographs will be taken to document existing conditions in the APE and any areas that cannot be surveyed.

A cursory review of the Michigan SHPO architectural files does not indicate the presence of previously recorded architectural resources within or near the Project Area locations; however, several built environment features are observable on current aerial and satellite imagery. While the features mainly appear to be modern in age (i.e., less than 45 years in age), some of the resources, including rail alignments, appear to be of potential historic age and GEI assumes limited fieldwork will be required to address the resources. Thus, GEI will conduct an intensive survey of the built environment with methods informed by the *Michigan Above-Ground Survey Manual* (Updated 2018). Historic-era (more than 45 years old) built environment resources will be recorded through photography and written notes.

Task 4. Archaeological and Architectural Resources Technical Reports

GEI will prepare two (2) draft technical reports that will summarize the results of the cultural resources records search and the surveys. Recommendations will also be made for additional work, where necessary. The reports will be certified by an archaeologist or an architectural historian listed by the Michigan SHPO as meeting the SOI Qualification Standards in their respective fields.

One (1) report will be prepared for the inventory and evaluation of archaeological resources and it will be generated in accordance with the *Michigan SHPO Draft State Archaeological Documentation Standards* (Revised May 7, 2020). Report content will also be informed by the information requirements outlined in the *Michigan SHPO Instructions for the Application for SHPO Section 106 Consultation Form* (Revised September 14, 2021). The report will minimally contain the following elements:

- Project location (Township, Range, and Section or private claim numbers);
- Description of proposed ground disturbance;
- Discussion on the presence or absence of undisturbed soils;
- Outline of past and present land use;
- Summary of previously reported sites and surveys;
- An Archaeological Sensitivity Map;
- Potential for the project to result in adverse effects pursuant to Section 106;
- Recommendations for additional fieldwork (if necessary); and
- Summary of qualifications.

GEI will also prepare a draft architectural resources inventory and evaluation report that will focus on the analysis of the built environment in the APE. The report will be prepared per guidelines outlined in the *Michigan Above-Ground Survey Manual* (Updated 2018) and the information requirements contained in the *Michigan SHPO Instructions for the Application for SHPO Section 106 Consultation Form* (Revised September 14, 2021). The report will include a description of methods, research and survey results, and an NRHP evaluation of historic-era built environment resources in the APE. It will conclude with an assessment of effects on any identified Historic Properties in the APE and management recommendations.

Michigan SHPO Architectural Properties Identification Forms will be completed for each evaluated resource and appended to the report. GEI assumes up to six (6) resources will be inventoried and evaluated.

Upon client review of the technical reports, GEI will update the documents based on client requests or recommendations (where appropriate) to produce the final technical reports for archaeological and architectural resources.

Task 5. Section 106 Application Package

GEI will prepare a Section 106 Application Package that meets the current state standards for the City of Marquette to submit to SHPO. The application will include APE maps and the final technical reports as attachments.

Deliverables

- Template Michigan SHPO Letter, Template THPO Letter, and Draft/Final MARAD Applicant Checklist.
- Draft/Final Phase 1 Archaeological Resources Technical Report with APE Maps and an Archaeological Sensitivity Map.
- Draft/Final Architectural Resources Technical Report with APE Maps and Michigan SHPO Architectural Properties Identification Forms.
- Section 106 Application Package with APE Maps and Final Technical Reports included as attachments.

Exceptions/Assumptions

- All agency coordination efforts (i.e., City of Marquette and MARAD) will be limited to telephone calls, video conferences, and/or emails. A change order may be required if in-person meetings are required to support the project or if coordination efforts exceed eight (8) hours of cultural resources senior staff time.
- MARAD will provide the City of Marquette with templates to use in the preparation of the Michigan SHPO Letter and THPO Letter. MARAD and/or the City of Marquette will provide those templates to GEI to prepare the necessary documents for MARAD review and approval.
- No recorded or previously undocumented maritime resources are located in the APE.
- No fieldwork relating to the assessment of underwater or submerged resources will be required to support the project.
- The APE will consist of the five (5) Project Area locations identified on Page 1 of the RFP.
- The client will ensure approval for right-of-entry to the APE for the archaeological and architectural resources surveys.
- If marking for utilities is necessary prior to the completion of any STPs, GEI assumes that cultural resources staff will not need to be present on-site to observe the marking.
- The archaeological survey area will measure no more than approximately 30 acres.
- Surface visibility in the archaeological survey area will be at least 25 percent and will allow for pedestrian (surface) examination as the survey method.
- Subsurface testing will not be necessary to complete the survey; however, limited subsurface exploration may be completed through up to five (5) STPs to document soil profiles or soil disturbances in the APE.
- In the event that the archaeological resources survey area lacks 25 percent surface visibility, the *Michigan SHPO Draft State Archaeological Documentation Standards* require the completion of STPs at approximate 15 meter intervals, unless obvious soil disturbances are present. In this case, the client will be contacted to discuss potential changes to the survey schedule and budget to accommodate the completion of necessary STPs in excess of five (5) STPs.

- The archaeological survey will take no more than 3, 10-hour person-days.
- No archaeological resources or human remains will be encountered during the archaeological resources survey.
- Artifacts, if encountered, must be documented. Fees associated with artifact analysis are not included in this scope of work. Further, any curation or long-term preservation fees associated with detected artifacts are not included and would be addressed via a supplemental authorization, if needed.
- If the Phase 1 archaeological survey results in positive findings, GEI will stop work and discuss the results with the client to determine the next steps for the project. Any additional work to address encountered finds would result in the need for a change order. Such efforts could include, but are not limited to, site recordation, additional subsurface testing, or excavation.
- No Phase 2 site evaluation, Phase 3 data recovery, or construction monitoring services are included in this scope of work. Such services, if needed, would be addressed via supplemental authorizations.
- The architectural resources survey will include the inventory of up to six (6) built environment resources.
- Up to six (6) built environment resources will be recorded onto Michigan SHPO Architectural Properties Identification Forms.
- No built environment resources identified in the APE will meet NRHP criteria.
- The identification efforts will result in a recommended finding of *No Historic Properties Affected* or *No Adverse Effect on Historic Properties within the APE*. If any NRHP-listed or NRHP-eligible resources are identified in the APE (i.e., Historic Properties pursuant to Section 106) and these resources cannot be avoided by the proposed project, GEI will contact the client to discuss the next steps for the project.
- The technical reports described in this scope of work will be prepared to assist MARAD or their official delegate (grant applicant/City of Marquette) in meeting their obligations under Section 106. Specifically, the reports will provide information about identification efforts completed, the results of the identification efforts, and recommendations regarding the effect of the proposed project on Historic Properties.
- The client will provide the most current site plans or conceptual drawings to include as an attachment to the technical reports and the Section 106 Application Package.
- MARAD or their official delegate (grant applicant/City of Marquette) will conduct any required consultation with Native Americans or other interested parties pursuant to Section 106 using template correspondence (information scoping letters) prepared by GEI.
- The results of all consultation efforts will be provided to GEI for incorporation into the Section 106 Application Package and MARAD Applicant Checklist.
- The City of Marquette (as designated by MARAD) will submit the Section 106 Application Package prepared by GEI directly to the Michigan SHPO.

COST ESTIMATE

A detailed cost estimate is included in Attachment A. The cost for completing Tasks 1 through 5 based on the scope of work and assumptions provided above is \$31,358.00.

TEAM MEMBERS

GEI provides an integrated team of experts in Section 106 compliance, including archaeologists, architectural historians, geoarchaeologists, and historians. The following cultural resources team members are proposed for the following roles:

- **Denise M. Jurich, M.A., RPA** will serve as the Project Manager and will provide senior technical review for all project deliverables. Ms. Jurich is the Cultural Resources Practice Leader for the nationwide GEI cultural resources group and has more than 26 years of archaeological field and project management experience. She is included in the current Michigan SHPO Consultant List as an Archaeological Consultant (Prehistoric Resources).
- **Jennifer M. Sanka, M.A., RPA** will be the Cultural Resources Lead for the project and will coordinate all work with the City of Marquette, the GEI Project Manager (Denise M. Jurich), and the GEI cultural resources team. She will also serve as the certifying archaeologist for all deliverables, as Ms. Sanka is included in the current Michigan SHPO Consultant List as an Archaeological Consultant (Prehistoric and Historic Resources). She has nearly 20 years of environmental compliance experience throughout the U.S. and currently oversees GEI's cultural resources projects in the Midwest region.
- **Madeline R. Bowen, M.A.** will be the certifying architectural historian/historian for all deliverables, as Ms. Bowen is included in the current Michigan SHPO Consultant List as an Architectural Historian/Historian. She has more than 26 years of environmental compliance experience and serves as GEI's senior historian.
- **Lena M. Philliber, B.A.** will provide support for architectural history tasks under the direction of the certifying architectural historian/historian (Madeline R. Bowen), including research, survey, and reporting. Ms. Philliber has been working in the environmental compliance industry for nearly two years and is included in the current Michigan SHPO Consultant List as a Historian.
- **Taryn J. Nance, M.A.** will provide support for the archeological resources work, including the records review, survey, and report. She will also support the architectural history tasks, as needed. Ms. Nance has over 15 years of experience in the environmental compliance industry, including 10 years of Section 106 compliance experience. She meets the SOI standards for archaeology and her qualifications are currently on-file with the Michigan SHPO.

Resumes are included in Attachment B for all team members.

PREVIOUS PROJECT EXPERIENCE

Project 1: Founders Landing Pier Redevelopment Project

Client: City of Marquette, Michigan

Client Contact: Jon Swenson, Director of Community Services

Performance Period: 2020

This project is located partially within the City of Marquette and partially within Lake Superior in Marquette County, Michigan and the purpose of the project is to increase public access to Lake Superior for small crafts and water sports, such as kayaking, canoeing, and stand-up paddle boards, as well as walking and fishing accessibility. During this project, the City of Marquette contracted GEI to conduct background research and to prepare a technical memorandum to assist the U.S. Army Corps of Engineers (USACE) in meeting their obligations under Section 106. The technical document was prepared in accordance with the updated Section 106 review process implemented by the SHPO in 2020 and included the evaluation of two (2) historic age docks located on Lake Superior for NRHP eligibility. The technical document was submitted to USACE for their use in a Section 106 application.



Project 2: Orchard Beach State Park Shelter Building Relocation Project

Client: Michigan Department of Technology, Management, and Budget

Client Contact: Gerald Gregorski

Performance Period: 2020-2021



GEI engineers and project managers assisted the Michigan Department of Technology, Management, and Budget (DTMB) and the Michigan DNR throughout the life of this project, which included the relocation of a NRHP-listed historic shelter building and upgrades to portions of the sanitary and storm sewer system infrastructure in the park. The park is located on the shoreline of Lake Michigan and a significant portion of the project also focused on the rehabilitation of the existing bluff located along the shoreline. GEI cultural resources staff

completed a Phase 1 archaeological survey report at the request of DTMB and the Michigan SHPO to determine if the proposed project would affect any previously undocumented archaeological resources located on state-administered park lands. Work efforts included survey, archaeological site delineation, and coordination with the DTMB, DNR, SHPO, and the USACE to ensure that the project received the necessary environmental clearances prior to the move of the historic shelter building. A Phase 1 technical report was prepared, along with several associated memorandums. One (1) of the memorandums was prepared to assist USACE in meeting their obligations under Section 106 for the shoreline rehabilitation work. The memorandums and the final report addressed eight (8) previously unrecorded archaeological resources and included the results of lithic analysis completed for the recovered assemblage. Recommendations for NRHP eligibility were also provided for all detected resources.

In 2022, GEI was named as part of the team that was awarded a Michigan Governor's Award for Historic Preservation for this project.

Project 3: Tourist Park Campground Project

Client: City of Marquette, Michigan

Client Contact: Andrew MacIver, Assistant Director of Community Services

Performance Period: 2022-Present (Current Project)

Located in the City of Marquette Tourist Park, this current project addresses upgrades to the Tourist Park Campground and includes the construction of an access road and a parking lot on the north side of the campground. To date, background research and technical documents have been prepared to support the Section 106 review process necessitated by the pursuit of a Land and Water Conservation Fund (LWCF) grant. Future work efforts are anticipated to include an archaeological resources field survey, NRHP site evaluation, and technical reporting to document the potential for the project to affect Historic Properties pursuant to Section 106.

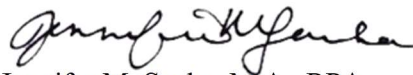
GEI appreciates your consideration of our proposal. If you have any questions about the information contained herein, please contact our proposed Project Manager, Denise M. Jurich at 916.296.9442 or djurich@geiconsultants.com.

Sincerely,

GEI CONSULTANTS, INC.



Denise M. Jurich, M.A., RPA
Cultural Resources Practice Leader



Jennifer M. Sanka, M.A., RPA
Archaeologist

Enclosures

Attachment A: Cost Estimate

Attachment B: Team Member Resumes

- Denise M. Jurich, M.A., RPA, Project Manager/Senior Archaeologist
- Jennifer M. Sanka, M.A., RPA, Cultural Resources Lead/Archaeologist
- Madeline R. Bowen, M.A., Senior Architectural Historian/Historian
- Lena M. Philliber, B.A., Architectural Historian/Historian
- Taryn J. Nance, M.A., Archaeologist

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Attachment A: Cost Estimate

Dredging the Mouth of the Dead River Fees

GEI Cost Estimate

5/20/2022

	grade 7 D. Jurich \$179.00	grade 6 M. Bowen \$167.00	grade 5 J. Sanka \$128.00	grade 2 T. Nance \$97.00	grade 1 L. Philliber \$90.00	Graphics/ GIS \$102.00	WP (Admin) \$69.00	Total Hours	Total Dollars
Task 1. Agency Coordination and MARAD Documents	4		12	8				24	\$3,028.00
Task 2. Delineation of the APE, Records Search, and Archival Research	1	6	4	16	24	2		53	\$5,609.00
Task 3. Archaeological and Architectural Resources Surveys, inc. HASP	1		1	41	38	4		85	\$8,112.00
Task 4. Archaeological and Architectural Resources Technical Reports (1 draft and 1 final per technical area)	4	24	8	16	28	6	4	90	\$10,708.00
Task 5. Section 106 Application Package	1	2	10			4		17	\$2,201.00
Total Labor Hours	11	32	35	81	90	16	4	269	
Total Direct Labor Dollars	\$1,969.00	\$5,344.00	\$4,480.00	\$7,857.00	\$8,100.00	\$1,632.00	\$276.00		\$29,658.00

OTHER DIRECT COSTS

Task 3. Mileage/Vehicle Rental (\$500/week)	\$500
Task 3. Per Diem and Lodging (\$150/day for 1 archaeologist for up to 4 days [3 in the field] and 1 historian for 4 days [3 in the field])	\$1,200
Total Other Direct Costs	\$1,700
TOTAL ESTIMATED PROJECT COST	\$31,358.00

Attachment B: Team Member Resumes

Denise M. Jurich, M.A., RPA, Project Manager/Senior Archaeologist
Jennifer M. Sanka, M.A., RPA, Cultural Resources Lead/Archaeologist
Madeline R. Bowen, M.A., Senior Architectural Historian/Historian
Lena M. Philliber, B.A., Architectural Historian/Historian
Taryn J. Nance, M.A., Archaeologist

Denise M. Jurich, RPA

Project Manager/Senior Archaeologist

Denise Jurich is a Registered Professional Archaeologist and project manager with more than 26 years of experience in North American archaeology. Her experience includes all phases of cultural resources management for Section 106 of the National Historic Preservation Act (NHPA), National Environmental Policy Act (NEPA), and state-mandated compliance projects. Ms. Jurich has participated in numerous environmental compliance projects for state and federal agencies throughout the US. She is an expert in managing complex projects that often include archaeological survey, cultural resource identification efforts, National Register and state-level resource evaluation, resource mitigation, Native American consultation, and agency coordination. Ms. Jurich meets the Secretary of Interior's Standards for Archaeologist.

PROJECT EXPERIENCE

Orchard Beach State Park Shelter Building Relocation Cultural Resources Survey and Michigan Department of Natural Resources (DNR) Coordination, Michigan DNR, Manistee Township, Manistee County, MI. Senior archaeologist for the assessment of three non-contiguous project areas in Orchard Beach State Park. These project areas are located in the National Register of Historic Places (NRHP)-listed Orchard Beach State Park District and are associated with upgrades to a historic shelter building. The upgrades consist of the removal and partial reconstruction of the historic shelter building in a new location, the demolition and new construction of associated water and sewer lines, repair of a section of the park's bluff, and updates to the stormwater and sanitary systems. The study was required by the Michigan State Historic Preservation Office/Officer (SHPO) due to the cultural sensitivity of the Lake Michigan shoreline in the park.

Founders Landing Pier Redevelopment Cultural Resources Records Review, City of Marquette, MI. Senior archaeologist for this project that addressed upgrades to the City of Marquette's harbor that would increase public access to Lake Superior. The study was completed to assist the U.S. Army Corps of Engineers (USACE) in meeting their obligations under Section 106 of the NHPA and included research to identify the presence or absence of Historic Properties in the project's APE. The resultant report was submitted to the USACE to append to their Section 106 Application to be submitted to the Michigan State Historic Preservation Office.

Cultural Resources Inventory and Evaluation for Proposed Natomas Basin Reach E Repair Project (U.S. Army Corps of Engineers, Sacramento County, CA. The Natomas Basin Project is a cooperative effort by the U.S. Army Corps of Engineers, the Central Valley Flood Protection Board, and the Sacramento Area Flood Control Agency to address seepage and stability issues in approximately 42 miles of levee surrounding the Natomas Basin. Project manager and



EDUCATION

M.A., Anthropology, California State University, Sacramento

B.A., Anthropology, California State University, Sacramento

EXPERIENCE IN THE INDUSTRY

26 years

EXPERIENCE AT GEI

6 years

REGISTRATIONS AND LICENSES

Registered Professional Archaeologist,
CA No. 16069

PROFESSIONAL ASSOCIATIONS

Society for American Archaeology
Society for California Archaeology
Great Basin Anthropological Association
Midwest Archaeological Conference

senior archaeologist who supervised the cultural resources study for the project for compliance with Section 106 of the NHPA.

Cultural Resources Inventory and Evaluation for Proposed Yolo Bypass Levee repair for the West Sacramento Project, U.S. Army Corps of Engineers, Yolo County, CA. The Project is a cooperative effort by the U.S. Army Corps of Engineers, the West Sacramento Area Flood Control Agency, the California Department of Water Resources, and the Central Valley Flood Protection Board to address seepage and stability issues in the levee systems in West Sacramento. Project manager and senior archaeologist who supervised the cultural resources study for the project for compliance with Section 106 of the NHPA.

American River Common Features Cultural Resources Studies, U.S. Army Corps of Engineers, Sacramento County, CA. Project manager and Principal Investigator. The project includes background research and phased archaeological work, including pedestrian survey, archaeological testing, cultural resources evaluation, and assessment of effects in order to identify and evaluate potential cultural resources in support of the American River Common Features Project. Additional work includes the production of Historic Properties Treatment Plans (HPTP) for adversely affected historic properties and the completion of the mitigation measures described in the HPTPs. Project phases to date include Sacramento River East Levee Contracts 1 and 2, Sacramento Weir Widening, Lower American River and Sacramento River Erosion sites, and habitat mitigation sites.

Southport Sacramento River Early Implementation Project, Yolo County, CA. Project Manager for the project and the senior archaeologist responsible for Section 106 compliance and overseeing construction monitoring. The West Sacramento Area Flood Control Agency is constructing the Southport Sacramento River Early Implementation Project to implement flood risk-reduction measures along the Sacramento River South Levee in the City of West Sacramento, Yolo County, California. The project is a blend of flood risk-reduction measures that are based on their effectiveness in addressing deficiencies, compatibility with land uses, minimization of real estate acquisition, avoidance of adverse effects to archaeological resources, and cost.

Davey's Bridge Section 106 Compliance, Federal Highway Administration- Western Federal Lands Highway Division, Boise County, ID. Principal investigator for a cultural resources survey of the Banks-Lowman Highway Safety- Davey's Bridge Reconstruction project in Boise County, Idaho. The intensive pedestrian survey identified seven previously unrecorded cultural properties; none of the identified resources were recommended as eligible for listing on the National Register of Historic Places. Subsurface testing was conducted prior to any ground disturbance; no historic properties were identified.

Cultural Resources Investigation for the Minuteman Missile Road Improvement Project, Western Federal Lands Highway Division, Weld and Logan Counties, CO; Laramie and Goshen Counties, WY; and Banner, Cheyenne, and Kimball Counties, NE. Prepared cultural resources inventory report. The undertaking consisted of rural intersection improvements. No historic properties were identified during the record search.

Teton River Road Cultural Resources Survey, Department of Transportation FHWA Western Federal Lands Highway Division, Teton County, MT. Principal investigator for a pedestrian survey of 22.5 miles. The survey did not identify any previously unknown historic properties eligible for listing on the National Register of Historic Places within the project corridor; however, it did result in the recordation of the Old North Trail, two irrigation canals, and several rock cairns.

Cultural Resources Inventory for the Kalispell-Kerr Transmission Line Rebuild Project, Flathead, Lake, and Sanders Counties, MT. The Bonneville Power Administration (BPA) is proposing to rebuild its Kalispell-Kerr transmission line, which runs between Kalispell and Kerr, Montana. The aging, 41-mile-long 115-kilovolt (kV) transmission line requires replacement of its wooden pole structures and other line components. Improvements to road systems that provide access to the transmission line right-of-way for ongoing operations and maintenance are also needed. Served as Principal Investigator for the project.

Jennifer M. Sanka, RPA

Cultural Resources Lead/Archaeologist

Jennifer Sanka has over 20 years of archaeological fieldwork and project experience in the U.S., including projects in Alaska, Arizona, California, Illinois, Indiana, Maryland, Michigan, Nevada, New York, North Carolina, Ohio, Oregon, and Wisconsin. She has conducted all aspects of archaeological fieldwork and has authored/certified more than 100 technical reports to demonstrate compliance with Section 106 of the National Historic Preservation Act (NHPA) and state regulations. In addition, she has authored numerous cultural resources sections for National Environmental Policy Act (NEPA) environmental impact statements (EIS), NEPA environmental assessments (EA), California Environmental Quality Act (CEQA) environmental impact reports (EIR), CEQA initial studies, New York State Environmental Quality Review Act (SEQRA) EIS, and constraints analyses.

Ms. Sanka is a Registered Professional Archaeologist (RPA), meets the Secretary of Interior (SOI) Standards for Archaeology, and has served as a principal investigator on projects reviewed by the Bureau of Land Management (BLM), U.S. Forest Service (USFS), U.S. Army Corps of Engineers (USACE), Bureau of Indian Affairs (BIA), U.S. Fish and Wildlife Service (USFWS), U.S. Department of Veterans Affairs, and the Federal Highway Administration (FHWA). She has also served as the cultural resources lead for project work with Michigan agencies, including several projects for the Michigan Department of Natural Resources (DNR). Her qualifications are on file with the Michigan State Historic Preservation Office (SHPO) and she is included in the current Michigan SHPO Consultant List as an Archaeological Consultant (Prehistoric and Historic Resources).

SELECTED PROJECT EXPERIENCE

Orchard Beach State Park Shelter Building Relocation Cultural Resources Survey, Michigan DNR Coordination, Michigan SHPO Coordination, and USACE Coordination, Michigan Department of Technology, Management, and Budget (DTMB), Manistee Township, Manistee County, MI. Principal investigator for a project located in Orchard Beach State Park within the National Register of Historic Places (NRHP)-listed Orchard Beach State Park District. This project considered the emergency relocation of a historic shelter building and various park upgrades. Project features included the removal and partial reconstruction of the historic shelter building in a new location, the demolition and new construction of associated water and sewer lines, repair of a section of the park's bluff subject to USACE permitting, and updates to the stormwater and sanitary systems. The study was required by SHPO due to the cultural sensitivity of the Lake Michigan shoreline in the park. The Phase I Survey resulted in the recordation of eight new archaeological sites, evaluations of the sites for NRHP eligibility, and a report that was submitted to the Michigan DNR, DTMB, and Michigan SHPO. An additional memorandum of findings was submitted to the USACE for their use in demonstrating compliance with Section 106 of the NHPA for a portion of the project.

Founders Landing Pier Redevelopment Cultural Resources Records Review, City of Marquette, Marquette County, MI. Principal investigator (archaeology) for this project that addressed upgrades to the City



EDUCATION

M.A., Religion (Hebrew Bible and Archaeology), Duke University
Graduate Certificate, Women's Studies, Duke University
B.A., Anthropology, Classics, and Comparative Religion, Miami University

EXPERIENCE IN THE INDUSTRY

19 years

EXPERIENCE WITH GEI

4 years

REGISTRATIONS AND LICENSES

Registered Professional Archaeologist (RPA 15927, 2006)
Certified Riverside County (California) Archaeologist (103, 2007)
Certified San Diego County (California) CEQA Consultant for Archaeological Resources (2010)
Certified Orange County (California) Archaeologist (2017)
Qualified as a Principal Investigator for the BLM Cultural Resources Use Permit (CRUP) for the State of California
Qualified as a Principal Investigator for the BLM CRUP for the State of Nevada, Historic Resources
Qualified as a Principal Investigator for the State of Nevada Antiquities Permit
Meets the Qualifications of the Secretary of Interior (SOI) Standards for Archaeology
SOI Qualifications Reviewed and Approved:

- Illinois
- Michigan
- New York
- Wisconsin



of Marquette's harbor that would increase public access to Lake Superior. The study was completed to assist the USACE in meeting their obligations under Section 106 of the NHPA and included research to identify the presence or absence of Historic Properties in the project's Area of Potential Effects (APE). The resultant report was submitted to the USACE to append to their Section 106 Application to be submitted to the Michigan SHPO.

Constraints Analyses, SHPO Coordination, and Cultural Resources Technical Services, Confidential Solar Development Client, Bond, Henry, and Kankakee Counties, IL. Project archaeologist responsible for assisting a confidential solar development client in navigating the cultural resource compliance process for three sites located in Illinois. Constraints analysis work included conducting and managing Illinois Inventory of Archaeological Sites (IIAS) information and reviewing potentially applicable federal, state, and County regulations. This research was completed to identify cultural resource constraints for future solar facility development and included three memorandums of findings. Subsequent work included SHPO Coordination and the preparation of three SHPO Solar Farm Project Review packages to elicit SHPO comments on the studies needed to comply with applicable laws. Additional work included the completion of Phase I Survey efforts, archaeological site delineation, site recordation, NRHP evaluations, and technical reporting at the solar development sites to demonstrate compliance with Illinois state law.

Bewabic State Park New Sewage Disposal System Cultural Resources Survey and Michigan SHPO Coordination, DTMB, Crystal Falls Township, Iron County, MI. Principal investigator for a project located in Bewabic State Park within the NRHP-listed Bewabic State Park Historic District. This project considered upgrades to the existing septic and drain field system in the park and included potential new drain fields and a lagoon. In addition, the project included a new toilet/shower building and the proper abandonment of some of the existing sewage treatment systems in the park. The Phase I Survey returned negative findings for cultural resources and the results were incorporated into a report that was submitted to the DTMB. The final version of the report is currently pending and will be submitted to the DTMB and Michigan SHPO.

Public Safety Enterprise Communication (PSEC) Project Environmental Compliance Services Phase 3, Riverside County Facilities Management, Orange, Imperial, Riverside, San Bernardino, and San Diego Counties, CA. Associate project manager, visual resources manager, and cultural resources manager for Phase 3 of the PSEC Project. This project involved the placement of up to 87 new communication facilities for the County sheriff and fire departments throughout Riverside County. Phase 3 of the project spanned approximately four years and included the management of mitigation compliance at all PSEC project sites, as well as the compilation of EAs for 25 sites on BLM, USFS, USACE, and BIA lands. Three EAs were prepared for the BLM, one for the USACE, and three for the BIA. The preparation of the BIA EA documents included close coordination with the Santa Rosa Band of Cahuilla Indians and the Colorado River Indian Tribes. Additional project management duties included aiding the USFS in the preparation of multiple EAs located on the San Bernardino and Cleveland National Forests.

PSEC Project Environmental Compliance Services Phases 1 and 2, Riverside County Facilities Management, Orange, Imperial, Riverside, San Bernardino, and San Diego Counties, CA. Project archaeologist and cultural resources manager for the cultural resources constraints analysis and certifying author of the CRA in support of an EIR/EA. Responsibilities included conducting and managing California Historical Resources Information System (CHRIS) records searches and Class III intensive pedestrian surveys/Phase I surveys for over 165 proposed emergency services radio tower facilities throughout Riverside County and along the Riverside County borders in Orange, Imperial, San Bernardino, and San Diego counties. This sizable work effort included communication and permitting efforts with several district offices of the BLM, the USFS, and the National Park Service, as well as informal consultation efforts with local resource agencies and numerous southern California Native American groups and individuals. Phases 1 and 2 of this project involved the supervision of various staff members and several subcontracted archaeologists and architectural historians.

Madeline R. Bowen

Senior Architectural Historian/Historian

Madeline Bowen is a senior historian/architectural historian with more than 26 years of experience in the field of cultural resources. She is experienced in historic research, field inventory, and site assessment for the National Historic Preservation Act (NHPA) Section 106 and Section 110, National Environmental Policy Act (NEPA). She meets the Secretary of the Interior's standards for work in history and architectural history. Ms. Bowen is author and co-author of cultural resources technical reports, including historic resources and historic architectural inventories/evaluations. She evaluates resources including residential, commercial, and industrial structures, linear feature, dams, bridges, and cultural landscapes for significance for the California Register of Historical Resources (CRHR) and the National Register of Historic Places (NRHP). She prepares Historic American Building Survey (HABS) and Historic American Engineering Record (HAER) documentation, develops integrated cultural resources management plans and mitigation measures, and prepares reports for cultural resource and environmental compliance. In 2018, Ms. Bowen was part of a team for a project that received a Governor's Historic Preservation Award from the State of California.

PROJECT EXPERIENCE

Orchard Beach State Park Shelter Building Relocation Cultural Resources Survey, Michigan Department of Natural Resources Coordination, Michigan State Historic Preservation Office (SHPO) Coordination, and U.S. Army Corps of Engineers (USACE) Coordination, Michigan Department of Technology, Management, and Budget, Manistee Township, Manistee County, MI. Senior architectural historian for the assessment of three non-contiguous project areas in Orchard Beach State Park. These project areas are located in the NRHP-listed Orchard Beach State Park District and are associated with upgrades to a historic shelter building. The upgrades consist of the removal and partial reconstruction of the historic shelter building in a new location, the demolition and new construction of associated water and sewer lines, repair of a section of the park's bluff and fencing, and updates to the stormwater and sanitary systems. The study was required by the Michigan SHPO due to the cultural sensitivity of the Lake Michigan shoreline in the park. In 2022, the project won the Michigan Governor's award for historic preservation.

Founders Landing Pier Redevelopment Cultural Resources Records Review, City of Marquette, Marquette County, MI.

Senior architectural historian for this project that addressed upgrades to the City of Marquette's harbor that would increase public access to Lake Superior. The study was completed to assist the U.S Army Corps of Engineers in meeting their obligations under Section 106 of the NHPA and included research to identify the presence or absence of



EDUCATION

M.A., History, San Francisco State University

B.A., Liberal Studies, San Francisco State University

EXPERIENCE IN THE INDUSTRY

26 years

EXPERIENCE WITH GEI

6 years

REGISTRATIONS AND LICENSES

Registered Historian, CA No. 568

PROFESSIONAL ASSOCIATIONS

California Preservation Foundation

Historic Properties in the project's APE. The resultant report was submitted to the USACE to append to their Section 106 Application to be submitted to the Michigan SHPO.

Cheboygan Lock Facility Repair Project, Cheboygan, MI. Senior architectural historian who prepared an NRHP evaluation and assessment of resources that may be affected by the proposed Cheboygan Lock Facility Improvement Project. The purpose of the proposed Project is to rehabilitate the Cheboygan Lock Facility and Dam. The Lock and Dam facility is recommended as NRHP-eligible for its association with the local inland waterway system.

Bryte Landfill Remediation Project, Sacramento Area Flood Control Agency, Yolo County, CA. Senior architectural historian who prepared cultural resources documentation for this landfill remediation and relocation project per Section 106. The Sacramento Area Flood Control Agency proposes to remove all waste material in the Bryte Landfill and relocate all excavated materials to another site nearby. Once complete, the project will allow unrestricted future use of the Landfill property

Permanente Creek Restoration Project, Cultural Resources Inventory and Evaluation, Lehigh Hanson, Santa Clara County, CA. Senior architectural historian who prepared and peer reviewed cultural resources documentation for Section 106 and the California Environmental Quality Act. Project was a restoration project for Permanente Creek. Historic resources identified included a historic district that would be adversely affected by the project.

Port Hueneme, Port of Hueneme Intermodal Infrastructure Project, Oxnard Harbor District, Ventura County, CA. Senior architectural historian who prepared a cultural resources NRHP/CRHR inventory and assessment report for the port as part of the port's efforts to provide long-term infrastructure enhancements to continue to facilitate efficient movement of cargo. The project is of regional significance as it supports the Economic Development Assistance Program principles and promotes environmental sustainability.

Yuba Goldfields 200-year Flood Protection Project, Three Rivers Levee Improvement Authority, Yuba County, CA. Senior architectural historian for a project involving the construction of an engineered levee south of the Yuba Goldfields that will provide 200-year flood protection for south Yuba County and the Reclamation District 784 service area. Key services included environmental documentation, wetland permitting, endangered species compliance, cultural resources evaluations and Native American Tribe consultations, and construction monitoring and reporting.

Cultural Resources Inventory and Evaluation for Proposed Natomas Basin Reach E Repair Project, United States Army Corps of Engineers, Sacramento County, CA. The Natomas Basin Project is a cooperative effort by the U.S. Army Corps of Engineers, the Central Valley Flood Protection Board, and the Sacramento Area Flood Control Agency to address seepage and stability issues in approximately 42 miles of levee surrounding the Natomas Basin. Senior architectural historian who prepared cultural documentation for the project for compliance with Section 106 of the NHPA.

American River Common Features Cultural Resources Studies, United States Army Corps of Engineers, Sacramento County, CA. The project includes background research and cultural resources evaluation, and assessment of effects in order to identify and evaluate potential cultural resources in support of the American River Common Features Project. Additional work includes the production of Historic Properties Treatment Plans (HPTP) for adversely affected historic properties and the completion of the mitigation measures described in the HPTPs. Project phases to date include Sacramento River East Levee Contracts 1 and 2, Sacramento Weir Widening, Lower American River and Sacramento River Erosion sites, and habitat mitigation sites. Senior architectural historian who contributed to historic properties documentation.

Lena M. Philliber

Architectural Historian/Historian

Lena Philliber is an architectural historian with a background in historic preservation and cultural resource management. She has a strong historical focus on California history, environmental history, and architectural history. Skills include preparing historic contexts, conducting primary and secondary research, and field inventories. She contributes to technical documentation for National Historic Preservation Act (NHPA), Section 106 and California Environmental Quality Act (CEQA) compliance. Ms. Philliber also has experience assessing resources for the National Register of Historic Places, the California Register of Historical Resources, and the City of Sacramento Register of Historic and Cultural Resources. She has experience assessing various built environment resources such as residential, commercial, and industrial structures in addition to linear resources. She also has experience with ArcGIS.



EDUCATION

B.A., History, California State University,
Sacramento

EXPERIENCE IN THE INDUSTRY

1.5 years

EXPERIENCE WITH GEI

Less than one year

PROJECT EXPERIENCE

Architectural Resources Survey Report for the Preserve on Ash (POA) Project, North Corktown Neighborhood, City of Detroit, Wayne County, Michigan. The proposed project includes the pursuit of U.S. Department of Housing and Urban Development (HUD) funding and the issuance of HUD grants constitute an undertaking. Architectural historian who recorded and documented the built resources in the area.

Cheboygan Lock Facility Improvement Project, Cheboygan, MI. Architectural historian who assisted with the assessment of resources that may be affected by the proposed Cheboygan Lock Facility Improvement Project. The purpose of the proposed Project is to rehabilitate the Cheboygan Lock Facility and Dam. The Lock and Dam facility is recommended as NRHP-eligible for its association with the local inland waterway system.

Cultural Resources Inventory and Evaluation for Proposed Natomas Basin Reach E Repair Project, United States Army Corps of Engineers, Sacramento County, CA. The Natomas Basin Project is a cooperative effort by the USACE, the Central Valley Flood Protection Board, and the Sacramento Area Flood Control Agency to address seepage and stability issues in approximately 42 miles of levee surrounding the Natomas Basin. Architectural historian who contributed to cultural documentation for the project for compliance with Section 106 of the NHPA.

Cultural Resources Inventory Plan for the Natomas Reaches F and G, American River Commons Features 2016 Project, Sacramento and Sutter Counties, CA. The Natomas Basin Project is a cooperative effort by the U.S. Army Corps of Engineers, the Central Valley Flood Protection Board, and the Sacramento Area Flood Control Agency to address seepage and stability issues in approximately

42 miles of levee surrounding the Natomas Basin. Architectural historian who contributed to cultural resources documentation for the project.

Cultural Resources Inventory and Evaluation for the Return Capacity Improvements for Regional Drought Resiliency Project, North Kern Water Storage District, Kern County. The North Kern Water Storage District, located in southern San Joaquin Valley, proposes to connect four existing wells to the Friant-Kern Canal to improve return capacity. Architectural historian who contributed to cultural resources documentation for the project.

Cultural Resources Inventory and Evaluation for the 500-Year Flood Protection Project, Three Rivers Levee Improvement Authority, Marysville, CA. The 500-Year Flood Protection Project would fortify levees in Yuba county, adding additional security against flood events. Architectural historian who conducted background research and contributed to the historic context for the cultural resources technical report and environmental document.

Inventory and Evaluation of the Yuba Goldfields Historic Mining District, Three Rivers Levee Improvement Authority, Marysville, CA. The project involved inventorying and evaluating the 10,000-acre Yuba Goldfields for NRHP significance. Architectural historian who contributed to historic district documentation.

Cultural Resources Inventory and Evaluation Report for the Merced Avenue Recharge Intertie Project, Shafter-Wasco Irrigation District, CA. The project consists of the construction of a 0.75-mile, 21-inch bi-directional pipeline along the north side of Merced Avenue. Architectural historian who contributed to the cultural report for the project.

Cultural Resources Inventory and Evaluation Report John Smith Road Landfill Expansion Project Hollister, San Benito County, California. The County of San Benito is proposing the John Smith Road Landfill Expansion Project to expand the current 95.16 JSRL acre facility. This expansion would include 388.05 acres of new landfill, access roads, and site facilities. Architectural historian prepared historic context and assessed resources for the cultural report of this project.

Cultural Resources Inventory and Evaluation Report American River Common Features 2016 Project, Sacramento River East Levee, Contract 4 Phase, U.S. Army Corps of Engineers, Sacramento County, CA. The purpose of the ARCF 2016 Project is to reduce flood risk and bring the flood system in the project site into compliance with applicable engineering standards established by USACE. In addition, the proposed SREL C4 Phase, in combination with other ongoing improvements to the flood system along the Sacramento and American rivers, will allow the flood system in the Sacramento area to achieve the urban levee design standards established by the California Department of Water Resources in connection with the Central Valley Flood Protection Plan. Architectural historian who conducted fieldwork, assessed numerous cultural resources, and prepared the historic context for the project.

Cultural Resources Inventory and Evaluation Report for the Coyote Creek Flood Protection Project, San Jose, Santa Clara County. Valley Water is proposing Project B to implement a series of flood protection measures to prevent flooding in urban areas along approximately 9 miles of Coyote Creek between Montague Expressway and Tully Road in San Jose, Santa Clara County, California. Architectural historian who recorded the built resources in the project area and contributed to the cultural report.

PREVIOUS PROJECT EXPERIENCE

California Conservation Corps and Post-World War II State Parks Administrative Facilities (1933-1965): Cultural Resource Surveys and Evaluation Approach for Determining Historical Eligibility, California State Parks, Sacramento County, CA. The project is an extensive documentation of all post-war administrative facilities in every California state park built between 1933 and 1965. It aims to assess associated buildings for NRHP eligibility. Architectural historian who updated and edited Department of Parks and Recreation (DPR) forms in addition to creating over one hundred maps of each facility on ArcGIS.

Taryn J. Nance
Archaeologist



Taryn J. Nance is an Archaeologist for GEI's Allendale, Michigan, office. Ms. Nance has 16 years of experience as a cultural resource specialist, project manager, and project coordinator in the U.S., including projects in California, Nevada, Michigan, Illinois, and Wisconsin. She has conducted all aspects of archaeological fieldwork and has authored numerous California Environmental Quality Act (CEQA) environmental impact reports (EIR), National Environmental Policy Act (NEPA) environmental impact statements (EIS), NEPA environmental assessments (EA), constraints analyses, and CEQA initial study cultural resources sections. Ms. Nance has over 10 years of working with Section 106 of the National Historic Preservation Act (NHPA) in a wide range of capacities including background research, identification and evaluation of historic properties (i.e., archaeological and architectural sites, buildings, structures), project management, and reporting.

EDUCATION

M.A. Anthropology, University of California-Davis
B.S., Anthropology, Michigan State University

EXPERIENCE IN THE INDUSTRY

16 years

EXPERIENCE WITH GEI

3 years

PROJECT EXPERIENCE

Orchard Beach State Park Shelter Building Relocation Project, Manistee County, MI. Archaeologist for a project located in Orchard Beach State Park within the National Register of Historic Places (NRHP)-listed Orchard Beach State Park District. The study was required by SHPO due to the cultural sensitivity of the Lake Michigan shoreline in the park. Responsible for the Phase I Survey (including shovel test probes), the recordation of eight new archaeological sites, analysis of associated flaked-stone artifact collection, evaluations of the sites for NRHP eligibility, and coauthor of a report that was submitted to the Michigan Department of Natural Resources (DNR), Michigan Department of Technology, Management, and Budget (DTMB), and SHPO. An additional memorandum of findings was submitted to the U.S. Army Corps of Engineers (USACE) for their use in demonstrating compliance with Section 106 of the NHPA for a portion of the project.

Bewabic State Park New Sewage Disposal System Cultural Resources Survey, DTMB, Crystal Falls Township, Iron County, MI. Archaeologist for a project located in Bewabic State Park within the NRHP-listed Bewabic State Park Historic District. This project considered upgrades to the existing septic and drain field system in the park and included potential new drain fields and a lagoon. In addition, the project included a new toilet/shower building and the proper abandonment of some of the existing sewage treatment systems in the park. Responsible for negative Phase I Survey (including shovel test probes) and coauthor of a report that was submitted to the DTMB. The final version of the report is currently pending and will be submitted to the DTMB and Michigan SHPO.

Architectural Resources Survey for the Preserve on Ash (POA) Project, North Corktown Neighborhood, City of Detroit, Wayne County, MI. Provided assistance in the field for inventory of architectural resources in the North Corktown neighborhood including mapping, notetaking, and photography. Report submitted to the City of Detroit Housing and Revitalization Department (HRD).

Crystal Falls Fire Station, Iron County, MI. Archaeologist responsible for historical background research, review of archaeological and architectural records, and the identification and evaluation of historical properties near Crystal Falls in the Upper Peninsula of Michigan. Coauthor of a Section 106 technical memorandum addressing the identification of historic properties in the Crystal Falls Fire Station APE and recommendations of eligibility for the NRHP.

Marquette County Shooting Range, Marquette County, MI. Archaeologist responsible for historical background research, an archaeological and architectural records search and research, and the identification and evaluation of historical properties in Marquette County in the Upper Peninsula of Michigan. Coauthor of a Section 106 technical memorandum addressing the identification of historic properties in the Marquette County Shooting Range APE and recommendations of eligibility for the NRHP. Technical memorandum also discusses the potential for the project area to contain previously undocumented cultural resources.

Victors and Woodley Solar, LLC Projects, Branch County, MI. Lead archaeologist conducting historical research including the confidential archaeological and architectural records review at the MI SHPO and the completion of project area site visits for the proposed Victors Solar, LLC and Woodley Solar, LLC Projects both located in southern Michigan. Author of subsequent technical memorandums addressing potential effects of the proposed projects on cultural resources.

Confidential Solar Development Client, Bond, Henry, and Kankakee Counties, IL. Project archaeologist responsible for the completion of Phase I reconnaissance survey, site recordation and mapping, NRHP eligibility assessments, and Archaeological Survey Short Reports (ASSRs) at three sites to demonstrate compliance with the Illinois State Agency Historic Resources Preservation Act.

Southern California Edison Transmission Line Separation Project, Sierra National Forest, CA. Staff archaeologist for a multi-year project including pedestrian surveys, excavation, archaeological site recording, site records preparation and Section 106 historical resources evaluation for four of Southern California Edison's (SCE) hydroelectric projects requiring federal relicensing by the Federal Energy Regulatory Commission (FERC). Coauthor of a large inventory, evaluation and management plan for cultural resources in the southern Sierra Nevada National Forest prepared for SCE and the US Forest Service.

Buena Vista Tribe of Miwok Indians of California Tribal Environmental Impact Report (TEIR), Amador County, CA. Project coordinator/manager for preparation of a Tribal Environmental Impact Report (TEIR) for a proposed gaming and entertainment facility in Amador County, CA. Oversaw completion of a draft and final TEIR, technical studies, agency and Tribal coordination and consultation, and impact analyses, including cultural resources, air quality, noise, public services, biology, visual, water, land use, and traffic. Cultural resources work involved Section 106 compliance including the evaluation of historic buildings and a Native American Traditional Cultural Property, preparation of preparation of a finding of effects and preparation of Memorandum of Agreement identifying mitigation to reduce adverse effects on a Traditional Cultural Property.

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT, made this August 29, 2022 between the City of Marquette, hereinafter called the “City” and GEI Consultants of Michigan, P.C., a Michigan professional service corporation, hereinafter called “Consultant”.

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

Article 1

Project Name

The name of the Project shall be City of Marquette Environmental Assessment Services.

Article 2

Scope of the Work

Consultant shall furnish all the material, services, supplies, tools, equipment, labor and other engineering services necessary to perform work as described in the Consultant’s proposal to the City of Marquette dated May 27, 2022 (attached as Exhibit A).

Article 3

Time of Completion

The completion date of this project is November 1, 2022.

Article 4

Terms and Conditions

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

ACCESS TO SITE:

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

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

FEE:

Services and reimbursable costs will be billed on a monthly basis as per the proposal requirements, but the total amount to be paid by City for such services and costs shall not exceed \$56,956.

BILLINGS/PAYMENTS:

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

INDEMNITY:

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

FORCE MAJEURE:

No failure or delay in performance of this Contract, by either party, shall be deemed to be a breach thereof when such failure or delay is caused by a force majeure event including, but not limited to, any Act of God, strikes, lockouts, wars, acts of terrorism, riots, epidemics, explosions, sabotage, breakage or accident to equipment, the binding order of any court or governmental authority, or any other cause, whether of the kind herein enumerated or otherwise, not within the control of a party. In the event of a dispute between the parties with regard to what constitutes a force majeure event, the City's reasonable determination shall be controlling.

INSURANCE:

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

A. General Clauses

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

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

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

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

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

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

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

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

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

B. Workers' Compensation

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

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

C. Automobile Liability

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

D. Commercial General Liability

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

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

E. Professional Liability

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

F. Property Coverage - Valuable Papers

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

INDEPENDENT CONSULTANT:

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

SEVERABILITY/SECTION HEADINGS/SURVIVAL/WAIVER:

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

OWNERSHIP OF DOCUMENTS:

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

APPLICABLE LAWS:

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

PURCHASING AGENT DESIGNATION AND AUTHORITY:

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

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

Signed this _____ day of _____, 2022.

OWNER

CITY OF MARQUETTE, OWNER

Witness

Jennifer A. Smith, Mayor

Witness

Kyle L. Whitney, Clerk

CONSULTANT

GEI Consultants of Michigan, P.C.

Witness

By: Michael J. Gatzow 

Its: Senior Vice President

Address: 109 W. Baraga Avenue, Marquette, MI 49855

Telephone #: (906) 451-4021

APPROVED AS TO SUBSTANCE:

Karen M. Kovacs
City Manager

APPROVED AS TO FORM:

Suzanne C. Larsen
City Attorney

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT, made this August 29, 2022 between the City of Marquette, hereinafter called the “City” and GEI Consultants of Michigan, P.C., a Michigan professional service corporation, hereinafter called “Consultant”.

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

Article 1

Project Name

The name of the Project shall be:

Cultural Resources Technical Services to Support the Section 106 Review Process for the Dredging the Mouth of the Dead River Project, Marquette, Michigan.

Article 2

Scope of the Work

Consultant shall furnish all the material, services, supplies, tools, equipment, labor and other engineering services necessary to perform work as described in the Consultant’s proposal to the City of Marquette dated May 20, 2022 (attached as Exhibit A).

Article 3

Time of Completion

The completion date of this project is November 1, 2022.

Article 4

Terms and Conditions

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

ACCESS TO SITE:

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

well as any work performed by Consultant pursuant to this Agreement, shall be deemed as being done on behalf of City. Consultant shall take reasonable measures and precautions to minimize damage to each site and any improvements located thereon as the result of its work and the use of its equipment and shall reasonably restore the site to its prior condition.

FEE:

Services and reimbursable costs will be billed on a monthly basis as per the proposal requirements, but the total amount to be paid by City for such services and costs shall not exceed \$31,358.

BILLINGS/PAYMENTS:

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

INDEMNITY:

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

FORCE MAJEURE:

No failure or delay in performance of this Contract, by either party, shall be deemed to be a breach thereof when such failure or delay is caused by a force majeure event including, but not limited to, any Act of God, strikes, lockouts, wars, acts of terrorism, riots, epidemics, explosions, sabotage, breakage or accident to equipment, the binding order of any court or governmental authority, or any other cause, whether of the kind herein enumerated or otherwise, not within the control of a party. In the event of a dispute between the parties with regard to what constitutes a force majeure event, the City's reasonable determination shall be controlling.

INSURANCE:

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

A. General Clauses

1. **Additional Insured.** The insurance coverage, except Workers' Compensation and Professional Liability, required by this Contract, shall name the City, its agents, representatives, directors, officials, and employees, as additional insured, and shall specify that insurance afforded the Consultant shall be primary insurance, and that any self insured retention and/or insurance coverage

carried by the City or its employees shall be excess coverage, and not contributory coverage to that provided by the Consultant.

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

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

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

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

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

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

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

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

B. Workers' Compensation

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

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

C. Automobile Liability

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

D. Commercial General Liability

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

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

E. Professional Liability

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

F. Property Coverage - Valuable Papers

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

INDEPENDENT CONSULTANT:

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

SEVERABILITY/SECTION HEADINGS/SURVIVAL/WAIVER:

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

of any claim or right of Consultant arising out of breach of this Agreement by City shall be effective unless in writing signed by Consultant and supported by separate consideration.

OWNERSHIP OF DOCUMENTS:

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

APPLICABLE LAWS:

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

PURCHASING AGENT DESIGNATION AND AUTHORITY:

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

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

Signed this _____ day of _____, 2022.

OWNER
CITY OF MARQUETTE, OWNER

Witness

Jennifer A. Smith, Mayor

Witness

Kyle L. Whitney, Clerk

CONSULTANT
GEI Consultants of Michigan, P.C.

Witness

By: Michael J. Gatzow 

Its: Senior Vice President _____

Address: 109 W. Baraga Avenue, Marquette, MI 49855

Telephone #: (906) 451-4021

APPROVED AS TO SUBSTANCE:

Karen M. Kovacs
City Manager

APPROVED AS TO FORM:

Suzanne C. Larsen
City Attorney



TILDEN MINING COMPANY L.C.
Managed by The Cleveland-Cliffs Iron Company
PO Box 2000, Ishpeming, MI 49849-0901
P 906.475.3600 clevelandcliffs.com

August 10, 2022

City of Marquette
c/o Dennis Stachewicz
300 W Baraga Ave,
Marquette, MI 49855
dstachewicz@marquettemi.gov

VIA ELECTRONIC MAIL

**RE: Letter Agreement for Reimbursement of Certain Environmental Assessment Services
and Cultural Resources Technical Services Costs**

This Letter Agreement is between the City of Marquette ("City"), a Michigan municipal corporation whose address is 300 W Baraga Ave, Marquette, MI 49855 and Tilden Mining Company L.C. by The Cleveland-Cliffs Iron Company as Managing Agent ("Tilden").

The City is in the process of contracting with a consultant for environmental assessment services ("EAS Work") and cultural resources technical services ("CRTS Work") to support the National Environmental Policy Act review process for the Dredging the Mouth of the Dead River Project located in Marquette, Michigan. The EAS and CRTS Work is required as part of the City's efforts to straighten the existing river channel into Lake Superior to remove sand deposited next to the existing coal conveyor and ore dock owned by Cleveland-Cliffs, Inc. The City has received a proposal dated May 27, 2022 detailing the scope of the required EAS Work, which estimates the total cost between \$47,079 and \$56,956. The City has also received a proposal dated May 20, 2022 detailing the scope of the required CRTS Work, which estimates the cost as \$31,358.00.

To facilitate the CRTS Work and the EAS Work as laid out in the May 27, 2022 and May 20, 2022 proposals, Tilden hereby offers to reimburse the City for up to \$88,314 of costs actually incurred or paid. Upon receipt of invoices from the City for costs paid or incurred by it for the EAS and CRTS Work, Tilden will pay the City up to a total amount of \$88,314.

Tilden will not be responsible for reimbursing any costs incurred over \$88,314. If there is a material change in the scope of work or costs necessary to complete the EAS and CRTS Work, and Tilden agrees that such changes are necessary, this Agreement may be amended in writing signed by Tilden to increase the amount available for reimbursement.

Once acknowledged and agreed to by the duly authorized representative of City, this Agreement will remain in full force and effect for two (2) years, unless terminated sooner. Termination of this Agreement may be made without cause, by either party upon sixty (60) days written notice, which notice shall be delivered by hand or by certified mail. Tilden will remain responsible to reimburse any costs authorized herein only to the extent it was for Work performed prior to the effective date of the termination.

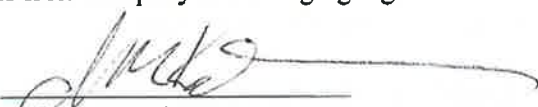
Neither party is or shall be considered a contractor, subcontractor, or joint venturer with the other party in the performance of this Agreement, nor shall either party be considered to be directing the other party's work hereunder. This Agreement shall not be construed so as to create rights or obligations in any third parties. The rights, duties and obligations contained in this Agreement shall operate only between the parties, and shall inure solely to the benefit of the undersigned.

This Agreement constitutes the entire agreement among the parties with respect to payment for the Work and supersedes conflicting provisions set forth in all other prior agreements, understandings, representations and communications, both written and oral, as the case may be. Any amendment hereto shall be in writing and signed by all parties hereto. No waiver or modification of any provisions of this Agreement shall be valid unless in writing and signed by the party against whom enforcement is sought.

The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Michigan and the jurisdiction over any action arising hereunder shall be situation in Marquette County.

Please sign below to indicate your acknowledgement of, and agreement to, the terms of this Agreement and return the executed copy to me at your earliest convenience. If you have any questions, please do not hesitate to contact Ryan Korpela at Ryan.Korpela@clevelandcliffs.com.

Tilden Mining Company L.C. by The Cleveland-
Cliffs Iron Company as Managing Agent

By: 

Name: James Kochevar

Title: Vice President, Iron Ore Operations

Date: AUGUST 25, 2022

ACKNOWLEDGED AND AGREED

City of Marquette

By: 

Name: DENNIS M. STACHEWICZ, JR.

Title: COMMUNITY DEVELOPMENT DIRECTOR

Date: 8/10/22