

City of Marquette, MI



Meeting Agenda City Commission

**Tuesday, October 10, 2023
6:00 PM
Commission Chambers**

300 West Baraga Ave
Marquette, Michigan 49855

Call to Order, Pledge of Allegiance and Roll Call

Approval of the Agenda

Announcements

Boards and Committees

1. Appointment(s)

Allison Peters, Arts and Culture Advisory Committee for an unexpired term ending 6-1-26

Mateo McNeely, as a Student/Ex-officio member of the Arts and Culture Advisory Committee for a term ending with the end of the Marquette Area Public Schools' year

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

Presentation(s)

2. Local Officers Compensation Commission, by Vice Chair Carl Gordon

Public Hearing(s)

3. Possible City Charter Amendments

4. Consent Agenda

4.a. Approve the minutes of the September 25, 2023 regular Commission meeting

4.b. Approve the total bills payable in the amount of \$8,635,131.83

4.c. Co-Generation Maintenance Services

4.d. GEI Change Order - Tourist Park SHPO Review

4.e. Lighthouse Renovation

4.f. Marquette Junior Hockey Corporation - Concession Lease Agreement

4.g. Purchase of Belt Press Polymer

New Business

5. Seven Grandfather Teachings - Public Art Contract

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: 10/10/2023

Public Hearing(s) **Possible City Charter Amendments**

BACKGROUND:

Section 13-7 of the Marquette City Charter states, "Every ten years the city commission shall appoint a charter study group. The charter study group shall review this charter and make recommendations for changes in this charter. The charter study group shall make its recommendations within one year after appointment." At the December 19, 2022 regular meeting, the City Commission appointed a Charter Study Group, in accordance with this section.

The study group was comprised of the City Manager, City Attorney and City Clerk, and was tasked with determining whether there exists a need for Charter amendments. At that time, the Commission also directed the City Manager to plan for and schedule at least one public hearing in 2023 to obtain public feedback.

In recent months, the Manager, Attorney, Clerk, and Deputy Clerk conducted an in-depth, chapter-by-chapter review of the City Charter. This review -- and follow-up discussions with other City staff -- resulted in a short list of recommended amendments that was presented to the Commission last month.

Any proposed Charter amendment must ultimately be approved by voters at a citywide election. If the Commission decides to pursue amendments, ballot language will be drafted by staff and must then be approved by the City Commission and by the offices of the Michigan Governor and Attorney General prior to being put before voters.

Having heard a report of the full City Charter review, the City Commission scheduled tonight's public hearing to solicit public input on the proposed amendments.

FISCAL EFFECT:

None by this action.

RECOMMENDATION:

Following the public hearing, direct staff to draft ballot language for the six charter amendments identified by the charter study group.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

▢ Amendment Summary



City Charter Study Group - 2023

Recommended Amendments

AMENDMENT #1

Remove requirements to hold the City Commission organizational meeting at a set day and time

The City Charter requires that the City Commission hold at least two regular meetings per month (Sec. 2-6). That's about as specific as it gets – it doesn't stipulate the days or times that these regular meetings take place. This means that the Commission has the freedom when adopting the annual meeting calendar to hold meetings on any day of the week and at any time of its choosing.

The exception, however, is that the Charter (2-6) also states that “a regular meeting shall be held at 7:00 p.m. at the then prevailing local time on the Monday next following each regular city election.” Several years ago, the Commission changed the time of the regular meetings to 6 p.m., but due to this provision, the first meeting in November is still held at 7 p.m.

Similarly, section 4-5(d) also states that “The term of office of each elected officer shall commence at 7:00 p.m. on the Monday following the regular city election at which the officer is elected.” This coincides with the convening of the meeting referenced in 2-6, but should be removed at the same time.

This amendment would remove references to days and times. The dates and times of all meetings, including the annual organizational meeting, will be set by the commission when the meeting calendar is adopted each year.

Notes:

- Sec. 2-2 still details a special process for the organizational meeting – “The first city commission meeting following a regular city election shall be called to order by the city clerk or city clerk's designee.”
- As has been discussed, the City Commission sets its own schedule, and is not prevented scheduling additional meetings, or from holding meetings on holidays or weekends. Sec. 1-6 states that “Whenever the date fixed by this charter or by ordinance for the doing or completion of any act falls on a Sunday or legal holiday, such act shall be done or completed on the next succeeding day which is not a Sunday or legal holiday.” But the hands-off language of Sec. 2-6 (requiring only that the Commission hold “at least two regular meetings each month”) does not fix the date, and as such the City Commission meeting calendar is not bound by Sec. 1-6.

AMENDMENT #2

Clarify the anti-nepotism language to include spouses of elected officials

The City Charter contains anti-nepotism sections that aim to prohibit the appointment or employment of relatives of elected officials or of the City Manager/BLP Director. The current language, located in Sec. 6-11(a) and Sec. 11-7(i), disqualifies a long list of “relatives and their spouses of any elective official or of an elected official's spouse or of the city manager[/director of the board of light and power] or of the manager's[/director's] spouse”.

Though it was almost certainly intended to, this language does not, as written, prohibit the appointment or employment of an elected official's spouse.

By way of example, the language would prohibit the hiring of a City Commissioner's child, grandchild, parent, grandparent, brother, sister, half brother or half sister; and it would prohibit the hiring of that City Commissioner's spouse's child, grandchild, parent, grandparent, brother, sister, half brother or half sister. It would not prohibit the hiring of the City Commissioner's spouse.

This amendment would simply amend the sections to read:

- 6-11(a): “**The City Manager's spouse and an elective official's spouse** and the following relatives and their spouses of any elective official or of an elected official's spouse or of the city manager or of the manager's spouse ...”
- 11-7(i): “**The director of the board of light and power's spouse and an elective official's spouse** and the following relatives and their spouses of any elective official or of an elected official's spouse or of the director of the board of light and power, or of the director's spouse ...”

AMENDMENT #3

Remove term limits associated with appointed boards and committees

Sec. 6-1(f) implements term limits for residents appointed by the City Commission to boards and committees. If a person has served for six or more consecutive years on “a board, commission, or committee appointed by the city commission” they are ineligible for a new appointment to “such board, commission, or committee unless at least two years has elapsed after the termination of such membership”.

On the ground, it can be argued that this has led to committee vacancies that the City has been unable to fill, while well-meaning and willing volunteers are ineligible because they have been serving in a similar capacity for the previous six years. The City of Marquette has several vacancies, many boards and committees and too few volunteers to bottleneck the process in this way.

This proposal would amend Sec. 6-1(f) as follows:

- (f) Except as otherwise provided by law, each member of a board, commission, or committee appointed by the city commission shall have been a resident of the city for at least one year immediately prior to the day of appointment and shall also be a qualified and registered elector of the city on such day and throughout the member's tenure of office. ~~No person shall be eligible for membership on any such board, commission, or committee if the person will have served at the time of taking office for six or more consecutive years as a member of such board, commission, or committee unless at least two years has elapsed after the termination of such membership. Consecutive years shall be measured from the last date at which the person took office as a member of such board, commission, or committee following a period of at least one year without so being a member.~~

AMENDMENT #4a

Remove the month requirements for local elections

Sec. 4-2 states that “a regular city election shall be held each year on the Tuesday following the first Monday in November” while Sec. 4-7(a) requires that “a regular nonpartisan city primary election shall be held on the Tuesday succeeding the first Monday in August preceding every regular city election for all elective offices of the city...”

Statewide (even year) election dates are established under state law. Currently, the general election is the first Tuesday after the first Monday in November, while the primary is the first Tuesday after the first Monday in August; but these dates can change at any time. Presently, there is a push to get the legislature to move the August date into June and to eliminate entirely the May election date. If the state were to make that change, we could have a statewide primary in June, a local charter requirement to conduct a local City Commission primary in August, and a general election in November.

Other charters handle this by simply pinning their election dates to state law, without expressly identifying the calendar dates in advance.

Example language, from the Lansing City Charter: “The primary and general elections for all City offices shall be at the time provided by State law.”

AMENDMENT #4b

4b: Remove the requirements for a local primary election

Currently, if there are valid filings for more than twice the number of candidates for the office to be elected at the following regular city election, a primary is held, per Sec. 4-7. At the primary, voters can vote for the same number of candidates as there are seats available. Based on votes received in the primary, twice the number of candidates to be elected are advanced to the general election ballot. (Example: if 7 candidates file for 3 city commission seats, all 7 names will appear on the primary ballot, and voters will vote for no more than 3. The candidate with the lowest number of votes will be eliminated and the remaining 6 will move on to the general election ballot, where voters will again vote for no more than 3.)

Issue 1: State law indicates that if there is a local primary election to be held, the nominating petitions for local office must be filed by 4 p.m. on the fifteenth Tuesday before the primary election. For an August primary, this means that candidates must file by late April, which is 6 ½ months ahead of the general election. If the primary election were to be shifted at a state level into June, this filing deadline would likely be mid-February.

Issue 2: Staff are working to drive down the costs of staffing and organizing elections. That said, the cost of elections has been climbing steadily for the past few years and it won't go down in the foreseeable future. The cost of the May 2023 election in the City was more than \$32,000, and a busy election would include an additional \$7,000+ in staffing costs.

Notes:

- Several other municipalities, including East Lansing and Traverse City, do not hold primary elections for local office.
- For additional context:
 - o In the last 12 years, there have been six local primaries for City Commission.
 - o In three of those years, one candidate was eliminated in the primary and all remaining candidates moved to the November election.
 - o In the other three instances, eight candidates filed for two seats and four candidates were eliminated via the primary.
 - o In every election, the candidates that received the most votes in the primary also received the most votes (and were elected) in November.

AMENDMENT #5

Remove the requirement to publish full ordinances in the newspaper

Sec. 3-3(a) requires that adopted ordinances be published in full in the newspaper if they are shorter than 500 words. If longer than that, a summary of the ordinance may be published, and full copies must then be made available in the clerk's office and in two other locations in the city.

Newspaper advertisements are very expensive and getting more expensive every month and it seems counterproductive to force ourselves to publish lengthy legal ads needlessly.

The amendment would remove the requirement to ever publish a full ordinance, and instead state that after the adoption of any ordinance, regardless of length, the City will publish a summary or statement of purpose, and the publication must include a notice stating that printed full-text copies of the ordinance are available in certain locations (Clerk's Office, Library).



City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Meeting Minutes City Commission

Monday, September 25, 2023
6:00 PM
Commission Chambers

Call to Order, Pledge of Allegiance and Roll Call

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

Approval of the Agenda

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

Announcements

Mayor Mayer shared information about the upcoming kick-off parade for Fire Prevention Week.

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

Jeanne Bauman said she is representing an organization called Days For Girls. She thanked the City Arts and Culture Division, which has supported them.

Janis Peterson thanked the Arts and Culture Division, and said the beauty of the area and the strength of the arts scene make her love living in Marquette.

Diane Kordich praised the City's focus on Arts and Culture, and said it is the key to good economic development.

Presentation(s)

1. Arts and Culture Advisory Committee, by Chair Jamie Weeder

Arts and Culture Advisory Committee chair Jamie Weeder provided a presentation about the board's makeup, history and goals and she focused on the integral role that arts and culture plays in the city.

Commissioners praised the work of the board, as well as city staff.

Public Hearing(s)

2. Budget and General Appropriations Act - FY 2024 - Roll Call Vote

Commissioner Jessica Hanley moved to Approve the adoption of the Fiscal Year 2024 Budget and General Appropriations Act, seconded by Commissioner Jermey Ottaway and Carried Unanimously by Roll Call Vote.

3. Cliffs Dow Brownfield Plan Amendment - Roll Call Vote

Mayor Pro Tem Sally Davis moved to Approve the Cliffs Dow Brownfield Plan Amendment, and authorize the Mayor and City Clerk to sign the resolution, seconded by Commissioner Michael Larson and Carried Unanimously by Roll Call Vote.

4. Founders Landing Brownfield Plan Amendment - Roll Call Vote

Commissioner Jermey Ottaway moved to Approve the Founders Landing Brownfield Plan Amendment, and authorize the Mayor and City Clerk to sign the resolution, seconded by Commissioner Fred Stonehouse and Carried Unanimously by Roll Call Vote.

5. Consent Agenda - Roll Call Vote

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

5.a. Approve the minutes of the September 11, 2023 regular Commission meeting

5.b. Approve the total bills payable in the amount of \$ 3,567,254.67

5.c. 2023 Fire Prevention Week Proclamation

5.d. Aggregate Material Purchase

5.e. Application for License to Use City Property Adjacent to 209 N. Fifth Street

5.f. Cogeneration Engine Replacement

5.g. Downtown Development Authority Operating and Maintenance Agreement

5.h. Fresh Coast Film Festival - Special Event Permit

5.i. Graveraet Parent Association Non-Profit Status - Roll Call Vote

5.j. Lease for Temporary Public Art Sound Light Installation

5.k. Marquette Figure Skating Club - Ice Contract

5.l. Marquette Junior Hockey Corporation - Concession Lease Agreement

5.m. Marquette Junior Hockey Corporation - Ice Contract

5.n. Request for License to Use City Property in Sands Township for Access

5.o. Solids Handling Project Change Order #2

5.p. Termination of Utility Easement - 420 N. Third Street

5.q. Water and Wastewater Treatment Chemicals BP23-10

New Business

6. Budget Adjustment - Fiscal Year End 2023

Commissioner Fred Stonehouse moved to Approve the budget adjustments for Fiscal Year 2023 and authorize the Chief Financial Officer to make the necessary adjustments to balance the budgets, seconded by Mayor Pro Tem Sally Davis and Carried Unanimously.

7. City Attorney Evaluation

Commissioner Jennifer Smith moved to Approve the City Attorney's annual performance evaluation and extend the term of the Attorney's contract to Sept. 30, 2026 at the existing compensation level, seconded by Commissioner Jerney Ottaway and Carried Unanimously.

8. City Manager Evaluation

Commissioner Jessica Hanley moved to Approve the City Manager's evaluation, amend her contract to increase the length of severance term to six months if terminated without cause, and extend the term of the Manager's contract to Sept. 30, 2026 at the existing compensation level, seconded by Commissioner Jerney Ottaway and Carried Unanimously.

9. City Hall Labor Agreement

Commissioner Jessica Hanley moved to Approve the City Hall Employees' Labor Agreement extension effective October 1, 2023 through September 30, 2026, and authorize the Mayor and City Clerk to sign the Agreement, seconded by Commissioner Fred Stonehouse and Carried Unanimously.

10. Police Labor Agreement

Commissioner Michael Larson moved to Approve the Marquette Professional Police Association Labor Agreement effective October 1, 2023 through September 30, 2025, and authorize the Mayor and City Clerk to sign the Agreement, seconded by Mayor Pro Tem Sally Davis and Carried Unanimously.

11. Supervisors' Labor Agreement

Commissioner Michael Larson moved to Approve the Supervisory Employees

Labor Agreement effective October 1, 2023 through September 30, 2027, and authorize the Mayor and City Clerk to sign the Agreement, seconded by Commissioner Jerney Ottaway and Carried Unanimously.

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

There was no public comment.

Comments from the Commission

Commissioner Smith had no comments.

Commissioner Stonehouse thanked the Arts and Culture Advisory Committee for the presentation, and said he was happy to see the union contracts be approved tonight. He also praised the work being done by the City Manager and City Attorney.

Commissioner Hanley thanked everyone and praised the work that had been done on the budget this year.

Commissioner Larson had no comment.

Commissioner Ottaway talked about the importance of arts and culture. Said the city is very lucky to have both the Manager and Attorney.

Mayor Pro Tem Davis praised the manager and attorney, and also reminded people that the local League of Women Voters is planning a candidate forum on Oct. 12 at the Kaufman Auditorium.

Mayor Mayer had no comments.

Comments from the City Manager

City Manager Karen Kovacs thanked the City Commission for the support.

Adjournment

Mayor Mayer adjourned the meeting at 7:10 p.m.

Cody O. Mayer, Mayor

Kyle Whitney, City Clerk

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City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 10/10/2023

Consent Agenda
Co-Generation Maintenance Services

BACKGROUND:

The Wastewater Treatment Plant has biogas co-generation units that provide heat and electricity. The units are designed to run 24/7 and require specialized annual maintenance. Because Kraft Power is the manufacturer of the units and has specialized expertise in servicing the units, seeking competitive bids for these services provides no advantage to the city. The company has a service center in Gaylord, Michigan.

FISCAL EFFECT:

There are sufficient funds in the Wastewater 2023/24 budget.

RECOMMENDATION:

Waive competitive bidding and approve an expenditure of up to \$55,000 to Kraft Power for repair and maintenance on the co-generation units.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 10/10/2023

Consent Agenda

GEI Change Order - Tourist Park SHPO Review

BACKGROUND:

At the March 28, 2022 regular meeting, the City Commission approved a resolution authorizing the submission of a Michigan Land and Water Conservation Fund (LWCF) grant to install the Tourist Park Day-Use road and associated parking in accordance with the 2013 land-use plan for the park. As a condition of the grant program, a section 106 State Historic Preservation Office (SHPO) review had to be conducted.

The City contracted with GEI consultants to complete the Section 106 review. Because of the historic uses of the land prior to City ownership, SHPO has required several additional steps and an expansion of the scope of the archaeological review. Approval of this change order will authorize GEI to make the necessary revisions to the Phase I records review and perform up to 150 soil borings. This change order allows for categorizing and processing up to 25 artifacts.

This change order brings the total contract with GEI for the Tourist Park SHPO Section 106 Review to \$53,305. Community Services staff included SHPO 106 Review in the budget submitted to the State of Michigan as part of the LWCF grant application. All work done in connection with the Section 106 Review process is reimbursable by the grant. The Tourist Park FY 24 budget will require amendment to accommodate this expense.

FISCAL EFFECT:

The Tourist Park Fund has sufficient balance to cover these services and the expenses are reimbursable through the LWCF grant.

RECOMMENDATION:

Approve change order 5 with GEI Consultants to complete the SHPO Section 106 Review and amend the FY 24 Tourist Park Budget to reflect expenses not-to-exceed \$53,305.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Change Order 5
- ▣ Grant Site Development Plan

Consulting
Engineers and
Scientists

September 19, 2023

VIA EMAIL: amaciver@marquettetmi.gov

Mr. Andrew MacIver
Assistant Director of Community Services
City of Marquette
300 West Baraga Avenue
Marquette, MI 49855

**Re: REVISED Change Order No. 5 for Cultural Resources Technical Services for the
Tourist Park Campground Project, Marquette, Michigan**

Dear Mr. MacIver:

GEI Consultants, Inc. (GEI) is pleased to submit this REVISED change order No. 5 to present the scope and estimated fees for additional cultural resources services associated with the Tourist Park Campground Project. As part of the Section 106 of the National Historic Preservation Act (NHPA) (Section 106) compliance process, the federal agency or their delegate must make a good faith effort to identify Historic Properties located in a project's Area Potential Effects (APE) and if present, determine whether the proposed project will result in effects to those resources. The Section 106 process was initiated for the project on August 19, 2022 via the City's submittal of the Section 106 application package. Since this time, additional cultural resources studies have been prepared and submitted and State Historic Preservation Office/r (SHPO) comments have been received dated September 16, 2022; March 1, 2023; April 25, 2023; and June 14, 2023. The following scope of work intends to address identification effort inadequacies identified by SHPO via updated fieldwork, reporting, and agency coordination, as needed.

To address SHPO comments, GEI has engaged one of our frequent teaming partners as a subconsultant: Chronicle Heritage (formerly Commonwealth Heritage Group, LLC or CHG). Chronicle Heritage has extensive project experience in the City and their inclusion in the project team will result in a cost-savings for the City and will ensure that the fieldwork can be completed within a comparatively expedited timeframe. GEI staff intend to remain involved in the project to aid the City and Chronicle Heritage in the streamlined completion of the cultural resources services sharing background data, field results, and project details.

Scope of Work

Task 1. Agency Coordination and Background Research

This task includes coordination time for up to two meetings between City, SHPO, and/or cultural resources staff to discuss the proposed survey plan and fieldwork results. In addition, this task includes time for GEI to compile and submit relevant background research to Chronicle Heritage to support subsequent field efforts and reporting.

Task 2. Updated Phase I Survey

Archaeologists will conduct a Phase I pedestrian (surface) survey for those portions of the APE that exhibit sufficient surface visibility (25 percent or greater). However, areas with sufficient surface visibility are very limited in the APE. Based on an understanding of the current conditions in the APE from prior field studies and from SHPO comments, the majority of the APE does not exhibit sufficient surface visibility to be assessed in this manner and will require subsurface examination to be completed via Shovel Test Pits (STPs). For this scope of work, it is assumed that approximately 9.10-acres of the APE will require archaeological investigation via the completion of STPs. STP excavation will be completed at intervals not exceeding 15-meters, as feasible. STPs will not be excavated in areas of greater than 15 percent slope, in areas of existing wetlands, in areas with clear prior disturbance or saturation (hydric soils/wetlands), within areas that consist of impermeable surfaces, in areas prohibited by utility installation, or in areas known or likely to contain human burials.

Judgmental STPs or soil borings will be excavated (unless unsafe to do so) to confirm suspected disturbance, especially if no suitable places for STPs are in the APE. STPs are typically 35 to 40 centimeters in diameter and are excavated 10 centimeters into sterile subsoil or at least 50 centimeters below the ground surface – when possible. Soil from the STPs is passed through ¼ inch (0.6-cm) hardware cloth to recover any artifacts. Information on the soils observed in each STP is recorded on a standardized form to assist with interpretation of how the site deposits formed over time. Excavated soil is then returned to each STP and tamped down. STPs positive for archaeological materials (artifacts or features) will be delineated by excavating additional STPs at 5 meter intervals around the positive test (or series of positive tests) in each direction until two consecutive negative tests, or the edge of the APE, are reached.

Based on a review of the 9.10-acre APE, it is assumed that up to 150 STPs will need to be excavated; this includes the excess radial shovel tests for delineating archaeological sites, as needed.

All artifacts will be bagged and labeled in the field and returned to the Chronicle Heritage archaeology laboratory in Dexter, Michigan for stabilization, inventory, and analysis.

It is assumed that this task will identify no more than two new archaeological sites and recover 25 or fewer artifacts that require processing and analysis. Artifacts are anticipated to consist of items from isolated or small lithic scatters and ceramic scatters or historic archaeological deposits; architectural debris will be assessed in the field and not collected. This task includes artifact washing, labeling, and analysis of artifacts to record various data classes (such as material, form, etc.). The artifacts will be cataloged using a Microsoft Access database custom designed for archaeological collections. Curation costs are not included in this proposal but will be provided if artifacts are recovered and once a repository is selected.

Task 3. Updated Phase I Report

An updated draft technical report will be prepared that will incorporate the results of the cultural resources records search and the updated survey. Recommendations will also be made for additional work, where necessary. The report will be certified by an archaeologist meeting the Secretary of the Interior's (SOI) Professional Qualification Standards for Archaeology.

The report will include an overview map of the APE and digitized sites and survey locations if they occur within the one-mile radius and/or study area. Further, the report will include a list of sources consulted. The report will also detail the archaeological site review, including site forms,

STP forms, findings, and National Register of Historic Places (NRHP) recommendations for all identified archaeological sites in the APE (up to one known site and two previously undocumented sites).

Upon client review of the technical report, the document will be updated based on client requests or recommendations (where appropriate) to produce the final technical report.

Deliverables

- Updated Phase I Report, including a draft for City review and a final for the City to submit to SHPO

Exceptions/Assumptions

- The APE will be limited to the 9.10-acre APE submitted with the Section 106 Application Package information reviewed by SHPO in March and April 2023. Please be advised that changes to the APE could result in the need for a change order to address additional cultural resources services.
- Up to two agency coordination meetings consisting of video conferences or telephone calls will be completed to support the project. Such meetings are anticipated to occur between the City, SHPO staff, and/or cultural resources staff, if needed, to discuss the survey plan and results.
- The client will ensure approval for right-of-entry to the APE for the Phase I survey.
- Archaeologists will arrange for MISS DIG (Michigan's one-call utility locating service) to mark utilities in the APE.
- The total archaeological survey area will measure no more than approximately 9.10-acres and up to 9.10-acres of the survey area will be addressed via STPs.
- No field visits will be undertaken during periods when inclement weather is present (e.g., heavy precipitation, snow cover, frozen ground, etc.)
- Up to 150 STPs will be used to complete the Phase I survey.
- No more than two newly identified archaeological sites will be found and no more than 25 artifacts will be collected for processing; additional sites and artifacts will be recorded and collected but will necessitate a supplemental authorization.
- Curation costs are not included in this scope of work but will be provided if artifacts are recovered and once a repository is selected.
- No deep testing (mechanized trenching) will be required as part of this survey.
- No human remains will be encountered during the Phase I survey.
- If the Phase I survey results in positive findings beyond the scope of this proposal, the cultural resources team 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.
- No above-ground or architectural resources services will be completed in association with this scope of work.
- The identification efforts will result in a recommended finding of No Historic

- Properties Affected or No Adverse Effect on Historic Properties within the APE.
- No Tribal coordination or public outreach will be completed as part of this scope of work.
 - No updates or addendums will be needed to the project APE map or the Section 106 Application Package submitted by the City to SHPO in March 2023.
 - The City will submit the updated Phase I report to SHPO through the SHPO Additional Information Portal.
 - Any additional comments received from SHPO regarding the need for report updates or any other field studies may necessitate additional change order(s).

Cost Estimate

The cost for completing the updated Phase I survey and report and attending up to two meetings with SHPO staff is \$20,900.00.

If you have any questions about our proposal, please contact our Project Manager, Denise Jurich at 916.296.9442 or djurich@geiconsultants.com.

Sincerely,

GEI CONSULTANTS, INC.



Denise M. Jurich, M.A., RPA
Project Manager/Senior Archaeologist

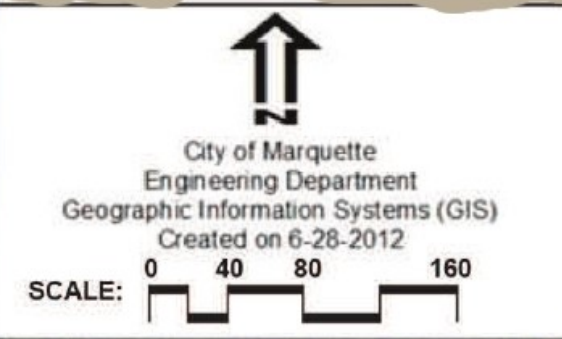


Jennifer M. Sanka, M.A., RPA
Archaeologist

JMS:dmj



Sanders & Czapski Associates
architecture / landscape architecture / historic preservation



City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 10/10/2023

Consent Agenda **Lighthouse Renovation**

BACKGROUND:

The City has remaining funds dedicated to improvements in Lighthouse Park and staff have been working to utilize the remaining funds in accordance with the Lighthouse Land Use Plan, along with guidance from the Marquette Maritime Museum. The second floor of the Lighthouse is in a state of extreme disrepair and requires significant remodeling work to bring it back to a usable status. This repair will stabilize this portion of the building as well as open it up for further Museum use.

Staff determined it would be impractical to seek sealed bids for this work however three quotes were solicited from local companies. Closner Construction bid \$46,040 and A&F Construction Co. bid \$44,556 while the third company declined to submit a bid. Staff is recommending a contract with A&F Construction Co. along with a ten percent contingency to accommodate any unforeseen issues that may arise.

FISCAL EFFECT:

Funds are available from the 2018 bond issuance for improvements to Lighthouse Park.

RECOMMENDATION:

Waive the bidding process and approve the contract from A&F Construction Co. in the amount of \$44,556 with a ten percent contingency, and authorize the City Manager or her designee to execute the contract.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Contract
- ▣ Insurance

**CITY OF MARQUETTE
CONSTRUCTION CONTRACT**

PROJECT NAME: Marquette Lighthouse Interior Repairs

THIS AGREEMENT, made this _____ day of _____, 2023, between the City of Marquette, a Michigan Municipal Corporation, hereinafter called the "City" of 300 W. Baraga Avenue, Marquette, MI 49855, and A&F Construction Co. of 112 W. Washington St., Suite M, Marquette, MI, a Corporation, holding license number _____, hereinafter called "Contractor".

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

ARTICLE 1

CONTRACT DOCUMENTS

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

ARTICLE 2

SCOPE OF THE WORK

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

ARTICLE 3

MATERIALS, APPLIANCES, and EMPLOYEES

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

ARTICLE 4

TIME OF COMPLETION

The commencement date of this project is October 10, 2023, and the completion date of this project is May 10, 2024. The Contractor shall be penalized in the amount of \$0.00 per day if the project is not completed by the contract completion date unless the period for completion is extended by change order.

ARTICLE 5

CONTRACT SUM

The Contractor agrees to perform all of the work described in the Contract Documents and comply with the terms therein for the sum of \$44,556.00, subject to additions and deductions pursuant to authorized change orders and allowances.

ARTICLE 6

PAYMENTS

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

ARTICLE 7

CONTRACTOR'S OBLIGATIONS

- 7.1 All work shall be in accordance to the provisions of the Contract Documents. All systems shall be in good working order.
- 7.2 All work shall be completed in a workmanlike manner and shall comply with all applicable laws.
- 7.3 Contractor shall obtain all necessary permits for the work to be completed.
- 7.4 Contractor shall remove all construction debris and leave the project in a "broom clean" condition.
- 7.5 Upon satisfactory payment being made for the work performed by Contractor, Contractor shall furnish a full and unconditional Release of Lien for the work for which payment has been made.

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

ARTICLE 8

CONTRACTOR'S STATUS AS INDEPENDENT ENTITY

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

ARTICLE 9

CHANGE ORDERS AND PAYMENT

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

ARTICLE 10

INSURANCE

The Contractor shall purchase and maintain Workman's Compensation and Liability Insurance coverage as required by law and deemed necessary for its own protection. Said insurance shall be written by an insurance carrier having at least an "A, VII" rating. The Contractor shall further name the City as an additional named insured on all

certificates of insurances covering the project. Said insurance shall be in minimum limits of at least \$1,000,000.00 for both general liability and automobile liability. The Contractor shall further maintain such insurance as will protect it from claims under worker's compensation acts and other employee benefits acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise both out of and from claims for damages to property which may arise both out of and during operations under this contract, whether such operations are by Contractor or by anyone directly or indirectly employed by the Contractor. This insurance shall be written for not less than any limits of liability specified as part of the Contract Documents. Certificates of such insurance shall be filed with the City.

ARTICLE 11

INDEMNIFICATION

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

ARTICLE 12

CITY'S RIGHT TO TERMINATE THE CONTRACT

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

ARTICLE 13

CONTRACTOR'S RIGHT TO TERMINATE CONTRACT

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

ARTICLE 14

ACCESS TO WORK

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

ARTICLE 15

ARBITRATION OF DISPUTES

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

ARTICLE 16

WARRANTY

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

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

The Contractor shall re-execute any work that fails to conform to the requirements of the Contract and that appears during the progress of the work and shall remedy any defects due to faulty workmanship, which appear within a period of two (1) years from the date of completion of the Contract or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract

Documents. All equipment and materials will be warranted and guaranteed under the original equipment manufacturer's warranties and guarantees.

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

ARTICLE 17

FEDERAL-AID CONTRACTS

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

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

21.5 of the Regulation, including employment practices when the Contractor covers a program set forth in Appendix B of the Regulations.

3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:**

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

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

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

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancellation, termination or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor shall include provisions of paragraphs (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 18

INTEGRATION

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

ARTICLE 19

BINDING AGREEMENT

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

ARTICLE 20

PURCHASING AGENT DESIGNATION AND AUTHORITY

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

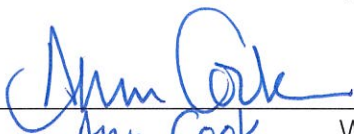
IN WITNESS WHEREOF, the parties have made and executed this Agreement, the day and year first above written.

Signed this _____ day of _____, 2023.

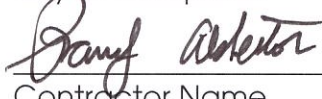
Witness

Cody Mayer
City of Marquette

Witness


Ann Cook
Witness

Kyle Whitney, City Clerk
City of Marquette


Contractor Name

By: Randy Alderton

Its: President

Address: 112 W Washington, St. M

Telephone# : 906-3616072

APPROVED AS TO FORM:

APPROVED AS TO SUBSTANCE:

Suzanne Larsen
City Attorney

Karen M. Kovacs
City Manager

A & F CONSTRUCTION CO.

Phone: 906-228-9272 * General Contracting * email: afcmarquette@gmail.com
112 W. Washington St., Suite M, Marquette, MI 49855

PROPOSAL

August 3, 2023

Customer

City of Marquette
Municipal Service Center
1100 Wright Street, Marquette, MI

Attention

Mike Sjolund – Supervisor

Project Location

300 N. Lakeshore Blvd., Marquette, MI

We propose to renovate the interior of the 2nd floor of the lighthouse. The work will include prime and paint as necessary the entire 2nd floor walls and ceilings. The breakdown of the rooms is as follows:

Kitchen – Demo all appliances, heat runs, casework, counter tops. Patch and repair drywall on walls and ceiling. New flooring. Paint one window.

Dining Room -Demo heat runs and entire ceiling. Re-insulate where necessary in the ceiling. Re-drywall the ceiling. Scrape and patch walls. Paint two windows and one Main entry door.

Living Room – Demo heat runs. Scrape and patch walls including closet. Paint one window and a closet door.

Bedroom #2 - Demo heat runs. Scrape and patch walls including closet. Paint one window, one entry door and a closet door.

Hallway – Demo ceiling on East end. Replace drywall and finish. Major patching or drywall replacement on all walls. Install new 1-3/4” thick entry door to stairwell.

Bedroom #4 - Demo heat runs. Scrape and patch walls including (no existing closet). Paint one window and an entry door. Install new flooring.

Bath – Demo cast iron tub, heat runs, casework, mirror, countertop, tub surround, toilet and wall tile. Scrape and patch walls and ceiling. Paint one window and an entry door. Install new flooring.

(continued on page 2)

A & F CONSTRUCTION CO.

Phone: 906-228-9272 * General Contracting * email: afcmarquette@gmail.com
112 W. Washington St., Suite M, Marquette, MI 49855

Page 2 – Lighthouse 2nd floor renovation proposal.

August 3, 2023

Bedroom #5 – Demo heat runs and 4' x 4' ceiling area. Re-drywall and finish. Scrape and patch the walls and ceiling. Paint two windows, a closet door, and an entry door.

We will supply a dumpster, elevating lift, lead monitors by Lakeshore Environmental, all tools and materials to do the above for the,

Total sum of \$44,556.00 (forty-four thousand five hundred fifty-six dollars).

Thank you for the opportunity and if you have any questions please contact me,

Randy Alderton
President
Cell 906-361-6072



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/05/2023

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

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

PRODUCER Iron Range Agency 101 N. Main Street Ishpeming MI 49849	CONTACT NAME: Jacqueline S. Bessner, CIC PHONE (A/C, No, Ext): 906-485-5544 E-MAIL ADDRESS: jackieb@ironrangeagency.com FAX (A/C, No): 906-485-5955
INSURED A&F Construction Co. A&F Construction LLC dba 112 W Washington St Ste M Marquette MI 49855-4367	INSURER(S) AFFORDING COVERAGE INSURER A: Michigan Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 10857

COVERAGES**CERTIFICATE NUMBER:** 20231005093319432**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:	Y	N	CPJ0014904	04/29/2023	04/29/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	N	N	CCJ9353102	04/29/2023	04/29/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$	N	N	CXJ0003122	04/29/2023	04/29/2024	EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A N	1000028274	04/29/2023	04/29/2024	☒ PER STATUTE 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)

City of Marquette is listed as additionally insured as selected above

CERTIFICATE HOLDERCity of Marquette
850 W. Baraga Ave.
Marquette MI 49855**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 10/10/2023

Consent Agenda

Marquette Junior Hockey Corporation - Concession Lease Agreement

BACKGROUND:

Marquette Junior Hockey Corporation (MJHC) requested a lease for the concession area of Lakeview Arena. MJHC operated the concession area during the 2022 ice season. Staff has worked with the City Attorney and MJHC to draft the lease agreement. The agreement term is six (6) months, September 15, 2023 through March 31, 2023. The monthly payment during operation is \$849.33.

City Charter requires lease agreements be presented for two reads. The first read of this item was at the September 25, 2023 regular meeting.

FISCAL EFFECT:

The Lakeview Arena fund will receive \$5,095.98 in revenue for FY 2024.

RECOMMENDATION:

Approve the lease agreement with Marquette Junior Hockey Corporation for concession space at Lakeview Arena, and authorize the Mayor and Clerk to sign the agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Lease, Exhibits A and B
- ▣ Insurance

LEASE AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2023, by and between **THE CITY OF MARQUETTE**, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, Michigan 49855, hereinafter “LESSOR”, and **MARQUETTE JUNIOR HOCKEY CORP.**, a Michigan corporation, of 401 E. Fair Avenue, Marquette Michigan 49855, hereinafter “LESSEE”.

Recitals

- A. Lessor is the owner and operator of Lakeview Arena, located at 401 E. Fair Avenue, Marquette, Michigan.
- B. Lessee desires to lease and Lessor is willing to lease to Lessee the concessions space shown in Exhibit “A” located in Lakeview Arena’s lobby in accordance with the terms and conditions contained herein.

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

1. Leased Premises

- 1.1 Lessor leases to Lessee the space (“Premises”) as shown in Exhibit “A”.
- 1.2 Lessee agrees to develop architectural and engineering plans for any and all renovations/remodeling required to meet the specific needs of Lessee for Lessee’s intended uses. Lessee shall be responsible for constructing all renovations at Lessee’s cost, and Lessee shall obtain Lessor’s written approval of all such plans and specifications prior to beginning any construction activity.

2. Term of Lease.

- 2.1 The term of this Agreement shall be for six (6) months, from September 15, 2023 through March 31, 2024.

3. Rent

- 3.1 The monthly rental amount shall be \$849.33 due in advance on the first day of each month. September rent shall be prorated and paid on the date this Lease is executed.
- 3.2 Lessee shall be entitled to the use of common wash rooms.

Lessee shall be responsible for its own telephone and internet service as needed and desired by Lessee.

4. Use of Leasehold Premises

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

- a) be deemed hazardous to the public or adjoining premises including, but not necessarily limited to, fire, and environmental type hazards;
 - b) constitute a violation of any public law or requirement;
 - c) cause damage or injury to the Arena or any part of it (ordinary wear and tear excepted);
 - d) interfere with normal operations of the Arena's heating, air conditioning, ventilating, plumbing, or other mechanical or electrical systems;
 - e) constitute a public or private nuisance;
 - f) interfere with other Arena uses;
 - g) alter the appearance of the Arena exterior or any portion of the interior other than in the Premises, except as provided herein, without prior written approval of the Lessor;
 - h) place merchandise, materials, supplies, signs, or other thing of any kind on the sidewalks or other common areas without written approval;
 - i) permit refuse to accumulate in or around Premises; and,
 - j) obstruct entry ways.
- 4.2 Lessee is solely responsible for obtaining all necessary licenses and permits and otherwise complying with all laws while providing the concessions contemplated by this Agreement.
- 4.3 Lessee is solely responsible for development of menu items and pricing, for obtaining all supplies and products and for all costs related to its sale of food and beverages.

5. Alcohol Beverage Concessions:

- 5.1 Lessee has the right to obtain a Michigan Liquor Control Commission ("MLCC") license and related permits for the sale of alcohol for use in the performance of this Lease. Obtaining the MLCC license and all fees related to obtaining, maintaining and using the MLCC license shall be the sole responsibility of Lessee. No alcohol shall be sold on the Premises until Lessee has obtained all required MLCC licenses and permits, required liquor liability insurance and otherwise complied with all legal requirements pertaining to the sale of alcohol.
- 5.2 Alcohol concessions shall only provided by Lessee at the following location: _____. Lessee shall provide all employees to be used to prepare, charge for and collect alcohol beverage concession fees. Lessee shall retain all alcohol beverage concession fees collected; and the Lessor shall not be entitled to any portion of said alcohol beverage concession fees.

Lessor shall cooperate, as necessary, in Lessee's attempt to obtain a MLCC license; however, this Agreement shall remain in full force and effect even in the event Lessee is unable to obtain a MLCC license or Lessee's MLCC license is revoked by the MLCC/State of Michigan.

Lessee agrees, at all times, to comply with all local, MLCC, state and federal laws, rules, and regulations regarding the sale of alcohol products.

- 5.3 Lessee shall be responsible for obtaining all required permits and licenses from local and/or state governmental entities to operate all concessions and shall provide copies of said licenses and permits to Lessor upon request.

With respect to the MLCC license and related permits, Lessee shall:

- a) Only sell alcoholic beverages during regular concessions hours as permitted in this Lease, and as permitted by all statutes, ordinances and other laws pertaining to the sale of alcohol.
- b) Designate a secured area in the Premises, where persons of legal age may purchase and consume alcoholic beverages without underage persons being present. Such area will be secured by Lessee at all times that alcohol may be sold.
- c) Provide adequate security personnel during all times that alcohol may be sold or consumed in the secured area to ensure that the activities of those purchasing and consuming alcohol comply with all local, state, and federal laws and all MLCC rules and standards. If any person's actions are deemed detrimental to the safe and peaceful enjoyment of the Premises, he or she will immediately be removed from the Premises.
- d) Make all sales of alcoholic beverages in full compliance with all MLCC laws and rules. Such sales, if in compliance with MLCC laws and rules, may be conducted at designated concession areas and person-to-person in the secured area for sales of alcohol. No sale of an alcoholic beverage shall be made to any person who appears intoxicated or is disruptive to others on the Premises.
- e) In the event Lessee does not comply with these guidelines, Lessor has the right to suspend all alcoholic beverage sales for any length of time Lessor deems appropriate, which may include the permanent suspension of alcoholic beverage sales.

6. Use of Common Areas by Lessee

- 6.1 Lessee and its invitees shall have the right in common with Lessor, its invitees, and others to use the hallways, public restrooms, entrance ways, public parking, sidewalks, and surrounding area, subject, however, to rules and regulations of Lessor regulating the use of same and displays, rules providing for safety and maintenance, and changes in the layout of common areas.

7. Maintenance and Repair

- 7.1 Lessee shall be responsible for all ordinary janitorial and cleaning of the Premises from the counter to the back of the kitchen area. Lessee shall bus all tables and eating areas. Lessor shall provide trash receptacles for Premises. All refuse collection shall be the responsibility of the Lessee. Any refuse generated from preparation of goods or services shall be the sole responsibility of Lessee.

- 7.2 Lessee shall be solely responsible for the maintenance and repair of all equipment located on the Premises, as more specifically listed in Exhibit "B".
- 7.3 Lessee must obtain written consent of Lessor for all signage used by Lessee on the Premises and adjoining premises. All signage approved by Lessor shall be maintained in good condition and repair.
- 7.4 Lessor reserves the right to make any repairs or alterations that it deems necessary and desirable to the common areas. Lessee will be notified of any repairs or alterations to the Premises at least 7 days in advance except in emergency situations.

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 fire, boiler, sprinkler, water damage, and extended coverage insurance policies covering the Arena and contents therein.
- 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 or the common areas of the Arena 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; not less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00) for property damage; and not less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00) for liquor liability insurance insuring for any and all damage and liability which may be caused by, related to or arise out of the sale, furnishing, giving, distribution or consumption of alcoholic beverages on the premises. Lessee shall at all times provide Lessor with a copy of said policies with proof of payment of premium thereon. The insurance policies shall bear endorsements to the effect that the insurer agrees to notify Lessor not less than thirty (30) days in advance of any modification or cancellation thereof. Lessor shall be named as an additional insured on all insurance policies required by this lease.
- 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 construction on, use of or occupancy of the Premises.

9. Damage by Fire or Other Causes

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

10. Assignment/Subletting

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

11. Use of Premises by Lessor

- 11.1 Lessor reserves for itself and its contractors and agents the right to enter the Premises at reasonable times for the purpose of inspecting, maintaining, installation, operation and repair services.
- 11.2 Lessor may close the building which is the subject of this Lease Agreement, in whole or in part, at any time during the leasehold period. In such event, the parties understand and agree that the Lessor is not responsible to reimburse the Lessee for any construction costs paid by Lessee to improve the leasehold space.

12. Covenant of Quiet Enjoyment

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

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

- 13.1 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.

14. Default by Lessee

- 14.1 If the Lessee fails to pay rent when due; if the Lessee fails to perform any other obligations under this agreement within 30 days after receiving written notice of the default from the Lessor; if the Lessee makes any assignment for the benefit of creditors or a receiver is appointed for the Lessee or its property; or if any proceedings are instituted by or against the Lessee for bankruptcy (including reorganization) or under any insolvency laws, the Lessor may terminate this lease, reenter the Premises, and seek to relet the Premises on whatever terms the Lessor thinks advisable. Notwithstanding reentry by the Lessor, the Lessee shall continue to be liable to the Lessor for rent owed under this lease and for any rent deficiency that results from reletting the premises during the term of this lease. Notwithstanding any reletting without termination, the Lessor may at any time elect to terminate this lease for any default by the Lessee by giving the Lessee written notice of the termination.
- 14.2 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.
- 14.3 The rights and remedies of Lessor shall be cumulative as more particularly provided at law or in equity pursuant to the laws of the State of Michigan.

15. Surrender of Leasehold Upon Termination of Lease

- 15.1 All renovations and improvements shall be at Lessee's expense and shall be considered fixtures and owned by Lessor upon termination of lease. Upon the expiration or termination of the lease, Lessee shall surrender the Premises in good order and condition, ordinary wear and tear excepted, and shall remove all of its property, fixtures, and equipment from the Premises. In removing its equipment, Lessee shall be solely liable for repairing any and all damages to the Premises. In the event that the Lessee fails to remove its equipment, and Lessor is required to do so, all costs and expenses incurred by Lessor in removing same and restoring the leasehold to useable condition shall be the financial responsibility of the Lessee.
- 15.2 If upon termination of the lease, Lessee has failed to remove its furniture, equipment, and fixtures, Lessor reserves the right to deem them abandoned and shall have the legal right to dispose of same, and costs incurred in disposing of same shall be the financial responsibility of Lessee.

16. Miscellaneous

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

- 16.2 This agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
- 16.3 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.
- 16.4 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.
- 16.5 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.
- 16.6 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.
- 16.7 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

LESSOR
CITY OF MARQUETTE

Cody O. Mayer, Mayor

Kyle Whitney, Clerk

APPROVED AS TO SUBSTANCE:

Karen M. Kovacs, City Manager

LESSEE
MARQUETTE JR. HOCKEY CORP.

By: _____
Its: _____

APPROVED AS TO FORM:

Suzanne C. Larsen, City Attorney



**NORTH
PARKING**

**NORTH MAIN
ENTRANCE**

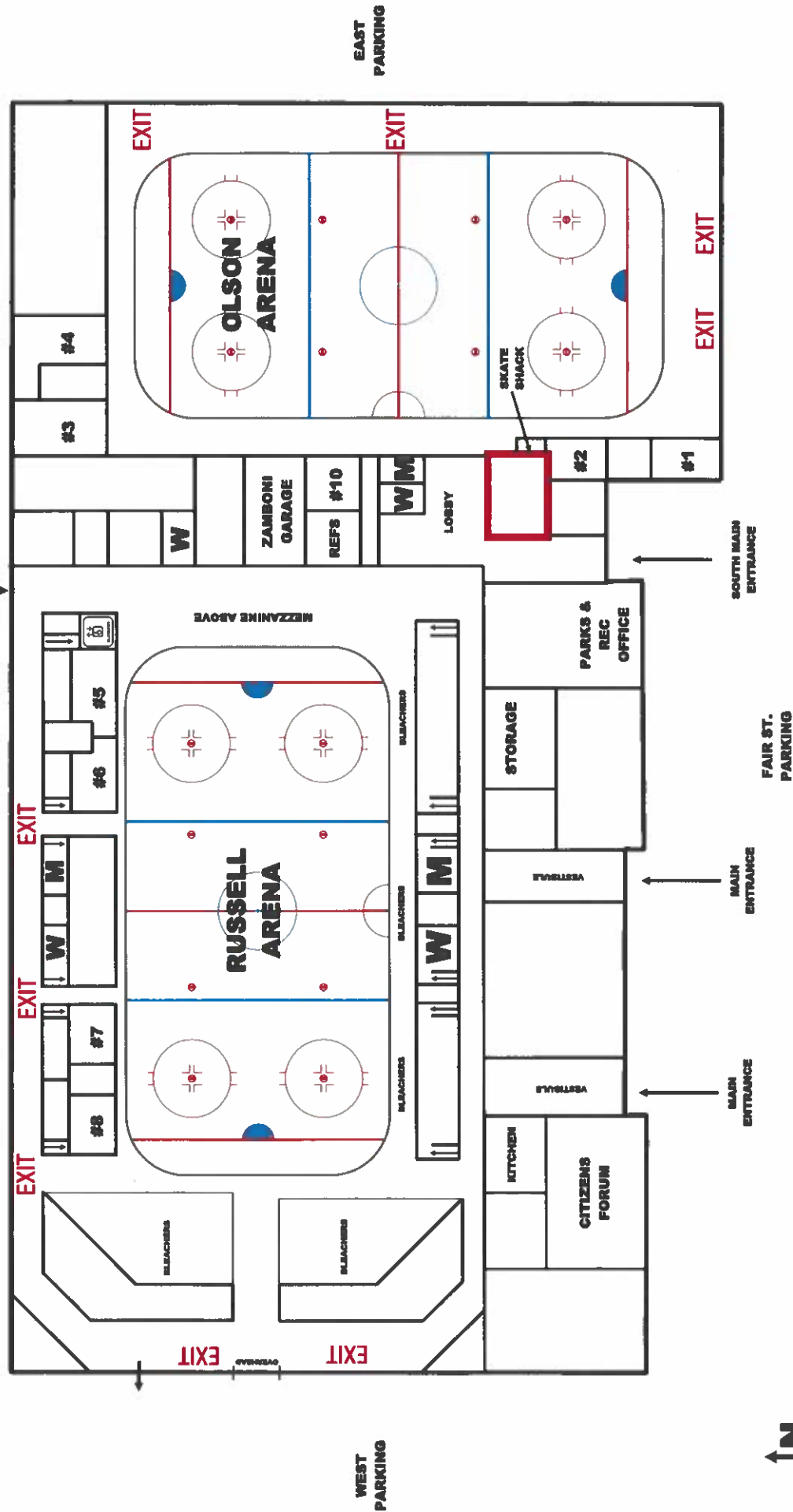


EXHIBIT B

Concession Equipment Inventory

Equipment	Qty	Notes
Lg. dual front door freezer	1	City
Lg. dual front door refrigerator	1	City
Beverage Refrigerator	1	3rd party
Range/flattop/dual oven unit	1	City
Microwaves	2	Lessee Owned
Hot dog cooker	1	Lessee Owned
Countertop Warmer	1	
Point of sale machines	1	
Soda dispenser	1	3rd Party
Prep tables	3	
Popcorn machine	1	Lessee Owned
Coffee Machine	1	3rd Party
Cappuccino Machine	1	3rd Party
Cookie Machine	1	Lessee Owned
Cheese Dispenser	1	Lessee Owned



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
09/25/2023

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

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

PRODUCER Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Contact your USA Hockey Assigned Risk Manager PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Pennsylvania Manufacturers' Association In INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED USA Hockey, Inc. and its Member Leagues, Teams & Organizations and USA Hockey Affiliates 1775 Bob Johnson Drive Colorado Springs, CO 80906	NAIC # 12262

COVERAGES**CERTIFICATE NUMBER:** W30297765**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:	Y		302301-13-12-76-8	09/01/2023	09/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Part Legal Liability \$ Included
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☐ 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)

MIH8005-Marquette Junior Hockey- facility rental for approved/sanctioned practices/games/meetings

Additional Insured status is in favor of the certificate holder, but only as respects to liability claims arising out of the negligence of the named insured, and is subject to the full policy terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**

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

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 10/10/2023

Consent Agenda **Purchase of Belt Press Polymer**

BACKGROUND:

The Marquette Water and Wastewater facilities annually bid out process control chemicals except for belt press polymer. The supplier of belt press polymer is selected through a performance-based evaluation. Belt press polymer is utilized in the solids handling process for dewatering and thickening of treatment sludge prior to digestion and disposal. Polymers are unique in that each of the polymers on the market have different chemical make-up and require field testing to determine which polymer offers the best performance to meet the needs of the Wastewater Treatment Plant solids handling process. Because of this, competitive bidding provides no advantage to the city.

FISCAL EFFECT:

\$40,000 is budgeted annually for the purchase of belt press process polymer.

RECOMMENDATION:

Approve Midwest Chemical & Equipment of De Pere, Wisconsin as the preferred supplier of belt press polymer for an amount not-to-exceed \$40,000.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 10/10/2023

New Business

Seven Grandfather Teachings - Public Art Contract

BACKGROUND:

The City's Cultural Trail Project includes funding for a significant public artwork by an indigenous maker. The Marquette Public Art Commission (MPAC) committed \$30,000 in matching funds and City staff secured an additional \$40,000 in grant funding from the Native American Heritage Fund and the National Endowment for the Arts, Our Town Grant. This unique public art commission will feature a stone sculpture to be placed prominently at the center of the City's new Cultural Trail.

MPAC and NEA grant funding require the project to be led by an artist of Native citizenship. MPAC chose Anishinaabe Great Lakes artist Jason Quigno, a tribal citizen of the Saginaw Chippewa Indian Tribe and a lifelong resident of Michigan to create the artwork. Quigno has a close connection with the Upper Peninsula, spending his early childhood in Baraga and is a nationally recognized public artist. Quigno's proposal of the Seven Grandfather Teachings was unanimously selected by MPAC. The design concept and site have received wide support from both Tribal Members and city residents.

FISCAL EFFECT:

All improvements are made possible through the City's Public Art Fund 211 and grant funding from the Native American Heritage Fund and National Endowment for the Arts. The total budget of this project is \$70,000 and is an approved FY 2024 project.

RECOMMENDATION:

Approve phase one of the Seven Grandfather Teachings public art project, and authorize the Mayor and City Clerk to sign the Contract.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Contract
- ▣ Proposal
- ▣ Public Comment



MARQUETTE PUBLIC ART COMMISSION

Agreement for Sculpture Design, Fabrication, and Installation: “Seven Grandfather Teachings”

ARTWORK FOR MARQUETTE PUBLIC ARTS COMMISSION (MPAC).

Completion Date: June 21, 2024

Agreement, and correspondence to:

Marquette Public Arts Commission

Contact: Tiina Morin, *Arts & Culture Manager, City of Marquette*

Email: Tiina Morin, tmorin@marquettemi.gov

ARTWORK AGREEMENT

This Agreement is entered into this _____ day of _____, 2023, by and between the City of Marquette, Michigan (the "City"), and Jason Quigno (the "Vendor") for design, fabrication, and installation of a stone sculpture (the "Sculpture") titled the "Seven Grandfather Teachings" at the entrance of the City's recent pier renovation along the Cultural Trail.

WHEREAS, the City is implementing public art into the entrance of the new pier located, at the foot of Baraga Avenue, Marquette, MI;

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

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

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

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

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

PROJECT DESCRIPTION: After reviewing several design submissions by the Vendor for the Work, MPAC selected the Vendor's design titled "Seven Grandfather Teachings", which has been approved by the City Commission for installation along the new Cultural Trail at the entrance of the new Pier at the foot of Baraga Avenue, June 21, 2024.

SECTION 1. SCOPE OF SERVICES

1.1 VENDOR'S OBLIGATIONS

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

1.1.2. The Vendor shall coordinate work with City Staff.

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

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

1.2.1 Upon confirmation of this Agreement, the Vendor shall prepare any Design Revisions requested by the City, or that are necessary due to material limitations 14 days of signed

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

DESIGN SPECIFICATIONS

- Sculpture must be appropriate for all ages.
- Sculpture must be designed to fit the dimensions of the space.
- Sculpture will be carved from local stone if sizes are available.
- Sculpture must be ADA accessible.
- Sculpture must be safe for human interaction.

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

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

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

1.3 EXECUTION OF THE WORK

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

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

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

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

1.3.4. The Vendor shall present in writing, and in advance to the City for review and approval by the MPAC, any significant changes in the Work that would not be in substantial conformity with, or otherwise permitted by, the Final Design Documents approved by the City. A significant change would include change in the size, scope, scale, designs, color, material, texture, method of installation, site preparation or maintenance of the Work, or a change in the concept of the

Work as represented in the Design Submission approved by the City. No proposed change shall cause the cost of this Work to exceed the total budget specified in Section 2 of this Agreement.

1.3.5. The City shall be responsible for providing heavy equipment at the time the Sculpture is brought on-site in order to remove the Sculpture from Vendor's trailer and install it at the site.

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

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

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

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

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

1.6.2 High quality photo documentation of the step-by-step installation process, which may help in maintaining the Sculpture's longevity. Identification of each stone and teachings represented by each of the Seven Grandfathers and their assigned locations shown on a diagrammatic plan.

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

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

SECTION 2: COMPENSATION AND PAYMENT SCHEDULE

2.1. The City shall pay the Vendor a fixed fee of \$70,000.00 (Seventy Thousand Dollars and No Cents) which shall constitute full compensation for all services and materials to be performed and furnished by the Vendor under this Agreement including all labor, fees, services, expenses, materials, taxes and any other costs associated with providing the Sculpture.

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

- \$30,000 upon acceptance of this Agreement.
- \$40,000 upon final acceptance of the Sculpture by the City and receipt by the City of all Documentation Materials, Final Design Documents, and other documentation identified herein.

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

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

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

SECTION 3. TIME OF PERFORMANCE

3.1 DURATION. Installation dates will be mutually agreed upon and scheduled between the Vendor and the City. The services to be required of the Vendor shall be completed by June 21, 2024.

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

SECTION 4. WARRANTIES

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

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

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

and promptly cure the breach of any such warranty which is curable by the Vendor and which cure is consistent with professional conservation standards.

SECTION 5. REPRODUCTION RIGHTS

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

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

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

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

5.3 CREDITS AND PROMOTION. In all instances of display, a credit line suitable to the design of the project will be used. Vendor will provide 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 Sculpture, and providing proof of registration to the City.

SECTION 6. VENDOR'S RIGHTS

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

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

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

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

6.3.2 REMOVAL FROM DISPLAY. While it is the City's intent to retain and publicly display the Sculpture for 100+ years, circumstances may arise that would make it necessary or prudent for the City to permanently remove the Sculpture from public display earlier than anticipated.

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

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

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

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

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

SECTION 7. INSURANCE

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

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

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

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

SECTION 10. ASSIGNMENTS, TRANSFER, SUBCONTRACTING

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

10.2 SUBCONTRACTING BY THE VENDOR. The Vendor may subcontract portions of the services to be provided hereunder at the Vendor's expense provided that said subcontracting shall not negatively affect the design, appearance, or visual quality of the Sculpture and shall be carried out under the 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 Sculpture shall pass to the City and the City shall compensate the Vendor pursuant to Section 2 for all services performed by the Vendor prior to termination or, at the Vendor's election, the Vendor shall refund all amounts paid by the CITY in exchange for transferring all finished and unfinished related Sculpture to City.

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

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

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

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

SECTION 16. NOTICES. All notices, requests, demands and other communications which are

required or permitted to be given under this agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, or email to the City and Vendor as follows below:

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

Vendor Mailing Address: Jason Quigno, 7092 23rd Avenue, Jenison, Michigan 49428 or Email Address: jquigno@gmail.com .

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

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

Signed this ____ day of _____, 2023

JASON QUIGNO, VENDOR

Address: _____

Phone: _____

Email: _____

CITY OF MARQUETTE, OWNER

Cody O. Mayer, Mayor

Kyle Whitney, Clerk

APPROVED AS TO SUBSTANCE:

Karen M. Kovacs, City Manager

APPROVED AS TO FORM:

Suzanne C. Larsen, City Attorney

Public Art Project

CITY OF MARQUETTE
CULTURAL TRAIL PROJECT • PHASE 1



Photo: Courtesy of and © Jason Quigno

Seven Grandfather Teachings Stone Sculpture

ARTIST: JASON QUIGNO

Cultural Trail Project

INTRODUCTION AND GOALS



The City of Marquette is developing a Cultural Trail along its seven-mile shoreline to honor Marquette's cultural heritage, history, and environment through public art, interpretive signage, and design.

Sustainable Vision: It provides an opportunity for the community to rethink its relationship with the environment and collaborate on a sustainable future.

Interconnected Community: The trail connects stories, historical sites, natural features, and landmarks, promoting a shared sense of identity.

Educational Catalyst: Education lies at the core, facilitating dialogue and building cultural understanding among community members.

Anishinaabe Public Art

CULTURAL TRAIL PROJECT

Funding from the City's Public Art Fund, National Endowment for the Arts, and the Michigan Native Heritage Fund has been specifically allocated for Indigenous art along the Cultural Trail.



Photo Credit: Eric Bouwens

The commissioned artworks must be of the highest integrity and quality to ensure its longevity. It is also important that the maker be a Michigan Ojibwe Tribal Member and must have the qualifications, expertise, and resources to manage a large sculptural commission.

Jason Quigno

ANISHINAABE CONTEMPORARY
STONE SCULPTOR



Photo: Courtesy of and © Jason Quigno

Artist Jason Quigno was invited by the Marquette Public Art Commission for the design, fabrication and installation of a stone sculpture. Quigno is a tribal citizen of the Saginaw Chippewa Indian Tribe and a lifelong resident of Michigan. He is a nationally renowned artist and has strong personal connections to the local area.

"I spent my early childhood growing up on the KBIC reservation swimming in Lake Superior, picking blackberries, and playing in the woods. I always have a special place in my heart for the UP. With that being said, I'm very excited and honored to be chosen to come up with a sculpture concept by the water for the City of Marquette."

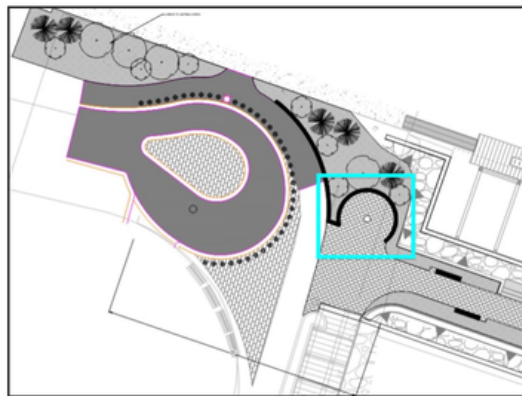
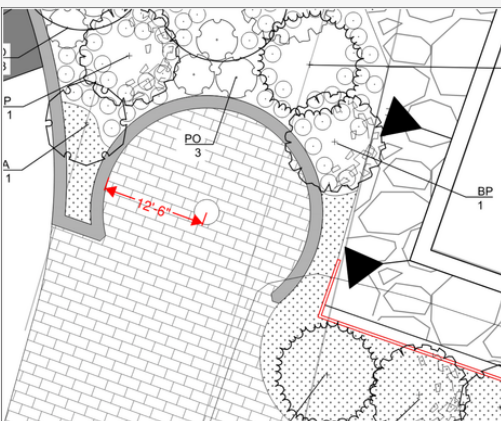
– Jason Quigno

Sculpture Site

SEVEN GRANDFATHER TEACHINGS

The commissioned sculpture comprising seven stones and a central bench will be located at the entrance of the recent pier renovation.

(Note: the current border stones along the site's edges will be relocated.)



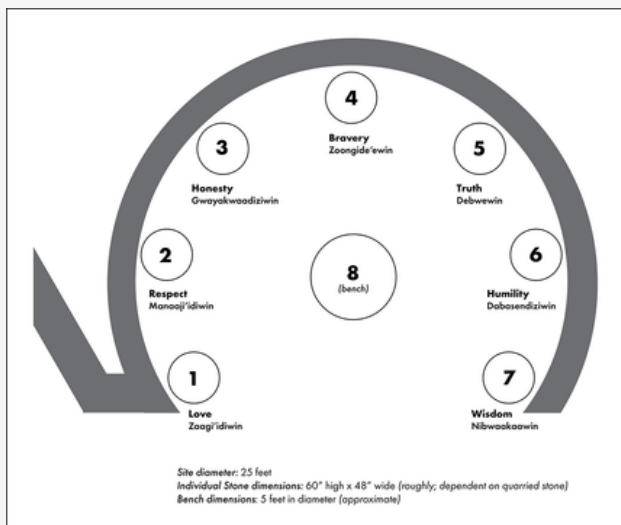
Site diagrams: Courtesy of GEI Consultants

This site was designed by GEI with the Public Art Commission for a public art project. The site has been approved by the Parks & Recreation Advisory Committee and the Keweenaw Bay Indian Community for an indigenous sculpture.

Seven Grandfather Teachings

LOVE • RESPECT • HONESTY • BRAVERY
TRUTH • HUMILITY • WISDOM

Symbolizing the Seven Grandfather teachings, an array of large, locally quarried stones carved with unique attributes will be placed in a circle, inviting visitors to sit and contemplate or walk amongst them. A stone bench also created by the artist will reside at the heart of the work.



Artist Concept: "The Anishinabek community holds a precious gift in the form of the teachings passed down by their ancestors. These teachings are not merely a collection of ideas, but a tool for leading a good life."

"The teachings are not exclusive to the Ojibwe community but are intended for all humanity. The lessons taught by the grandfathers are universal and can benefit anyone who is willing to learn."

For more information about the Seven Grandfather Teachings visit the Seven Generation Education Institute site:



ALL SEVEN STONE
SCULPTURES WILL BE
DIFFERENT

Pictured are previous boulder sculptures Quigno has produced.

"I try to find a balance between the natural attributes of the stone...and my lines textures and shapes. Each will let me know what needs to be done."

–Jason Quigno



Public Comment Opportunity

The public is invited to share thoughts and reactions to the project via public comment.

Comments can be made via the linked form on www.mqtcompass.com/publicart

The form will close Friday, September 8th at 5:00pm.

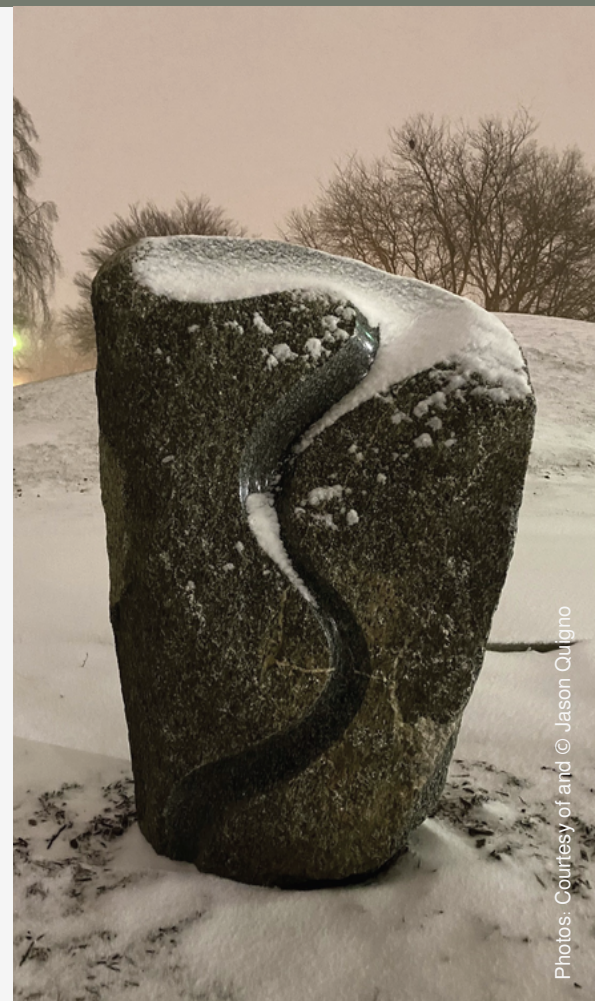
or submitted during the MPAC meeting

Wednesday, September 13, 2023 at 6:30pm

at the City Arts & Culture Center (217 N Front St)

City of Marquette, MI

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Photos: Courtesy of and © Jason Quigno

(LOOKING AHEAD...)

Public Art Project

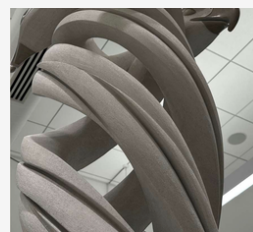
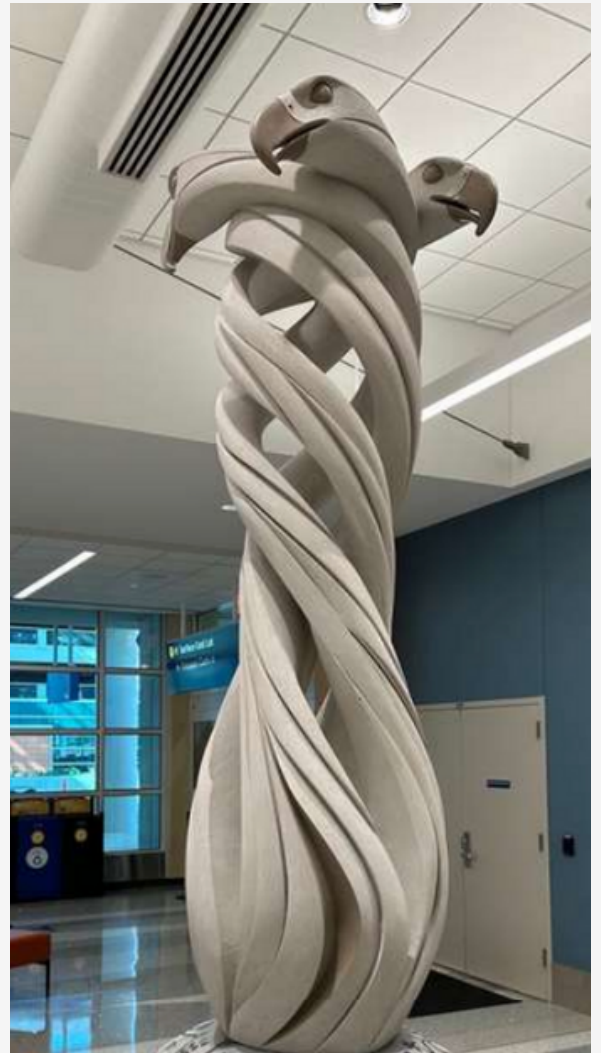
CITY OF MARQUETTE
CULTURAL TRAIL PROJECT • PHASE 2

Ishkode-Fire Stone Sculpture

ARTIST: JASON QUIGNO

In a proposed second phase of Anishinaabe Art along the Cultural Trail, the central bench from the Seven Grandfather Teachings would be replaced with a dynamic, flowing sculpture symbolizing a central communal fire. Created from Valdés Limestone, and placed on a 36" high local boulder, the finished form would stand approximately 10 feet tall.

The Seven Grandfathers bench designed by Quigno would be shifted to a nearby location to continue to be enjoyed by the community.



AS AN EXAMPLE, PICTURED
IS ANOTHER FIRE SCULPTURE
QUIGNO HAS PREVIOUSLY
PRODUCED.

Public Comment

I am very pleased by the City and Public Arts Commission's decision to invest in public art, and am especially pleased at the scale of the work. That the artist is Anishnaabeg is great as it is an opportunity to draw attention to a conversation about the UP's real and active multiculturalism (the assumption that the "great white north" is mostly white denies the fact that our Ojibway friends and neighbors are here in this place and always have been). This looks like a fine investment and is hopefully just the beginning of a movement supporting public art!

I support this project.

I enthusiastically support Quigno's proposal. Love that there will be multiple sculptures and that they create a space in the middle to reflect.

Anishinaabe art may create a sense of welcoming survivors back after having been removed in the 1830s and taken later by the residential and boarding schools. The Seven Grandfather Teachings seem a good path to travel forward along together. All part of Truth and Reconciliation.

This is a beautiful project. I can't wait to see it!

Love the idea!

Two comments/questions:

1. Will there be a plaque or something describing the seven teachers? I think that would be a good idea.
2. What size are the stones? Depending on the size they may encourage kids to climb on them. Just a thought.

The MPAC has done a fantastic job putting this together. I want to place my full-throated support behind MPAC and the artist, Jason Quigno. It's a massive step to commission and center Anishinaabe art and teachings. It's vital that we (as a community) give Mr. Quigno the freedom to complete his vision without policing its contents and to remain cognizant of the power dynamics inherent in our white-dominant settler-colonial society. We must be worthy to receive this gift and be ready to defend it against the regressive forces still present in our community today. They'll hide their intentions behind plausible criticisms but will ultimately seek to silence all voices that speak from outside the white monoculture. If this sounds hyperbolic, just consider the ongoing controversy around the racist MSHS nickname and former logo. Stand firm. And thank you for facilitating what will be a beautiful addition to our public shoreline

Love the entire concept! A perfect message for us all.

I think it's going to be amazing. He is such a gifted artist. Anything he creates will be perfect for the pier area.

Miigwech Jason Quigno for incorporating our Seven Grandfather Teachings into this sculptor for the public to respectfully view. I look forward to seeing which stones will be chosen to represent our teachings and the central Ishkode in phase 2. I'm very excited and can't wait to see Anishinaabemowin along Gichigami! :)

I strongly support this project, in both its design and location. It will make a positive impact on our current and future community.

Had I not reviewed the entire presentation, I wouldn't have been AS excited about this installation as I am. I didn't see specifically that there would be signage to describe the rock sculptures and their links to the Seven Teachings, but hope there will be.

I support this project and both phases! An exciting and beautiful addition to the shoreline.

This sculpture sounds beautiful. It's a way to honor important teachings of the Native Americans and the work that Jason Quigno does looks so impressive. I liked how each sculpture will be different and symbolic.

I am excited to see our traditions play such a honorable roll in our community.
I think it is a great idea. I can only speak for myself but I also work with a lot of community members and organizations that contribute good ideas and new art and technology to our community. I am satisfied with their leadership and look forward to many more additions from our diverse community leadership. I would also like to see a musical and theatrical Bandshell that represents our Great Lakes water and the living world of relations we have there. In essence, it provides a home and vital resources for all who reside here. Migis shells are beautiful and would make a terrific model for a theatrical home for our natural multicultural presentations.
This looks like a fabulous idea. I love the virtues
The concept is great, and I look forward to seeing it completed!
This is a great project. Thank you
This looks super
I love the sculpture and think it would look fantastic on our Lakeshore.
Good location. Good sculptor. Draw even more people down to the waterfront. Start to make the trail a "thing" in town.
Good plan.
I love this art proposal. Anything to remind us humans to live a good life is always a wonderful thing. I look forward to visiting when it is finished.
Very excited to see this art join the City of Marquette community. Looking forward to the many conversations it can foster with residents and visitors. Miigwech/Nia:wen/Thank you - April Lindala
I support this project.
I love this idea! Use of some Ojibwe symbols for each one would be nice.
Seems like a cool idea, but it seems like there might be too much going on in that space. It's nice to have unencumbered views of the Ore Dock from the pier.
This project looks amazing. I can't wait to see it in person. What a beautiful tribute to the ancestors and great teachings to live by.
I think this is an excellent idea and representation of the indigenous culture of our area which is sorely lacking in the Marquette community. I love the theme, beauty, and think the location is great.
Appropriate to have an indigenous artist and the seven grandfathers represent important values. The sculptures would be a wonderful addition to that area. I strongly support it.
I love this idea!! And the location looks perfect
I think it's a beautiful idea, and I support it wholeheartedly!
I love this idea and the fact that you've invited an Anishinaabe artist to create this public artwork! My hope would be that there is also an interpretive sign for the artwork so that local community members, especially those who are not indigenous, can learn more about the teachings.
Love it
This is fantastic! I fully support this wonderful project for our awesome community!
I support the installation of the "Seven Grandfather Teachings", by artist Jason Quigno, at its proposed location.
I imagine sitting on the bench, and feeling the wisdom and beauty surround me, it will be a special place. Thank you Jason.
I learned about the Seven Grandfather Teachings in a course I took for my graduate studies last semester. I was immediately taken with these "rules to live by" and the concept of Minobimaadiziwin, or "the good life". What struck me the most is how simple these teachings are. The overarching theme is just be a good human, something I think we all need to be reminded of often (some more

than others). I support integrating these teachings into our community in every way possible, and Jason Quigno's public art installation idea seems like a wonderful place to start.

I strongly support this beautiful, thoughtful and wholesome artwork proposal.

This proposed art project has a uniquely Marquette "feel" and I would like it known that I wholeheartedly support this endeavor. I am proud of the number of local art around not just Marquette, but our Upper Peninsula. Thank you for continuing to support our contribution to The Arts!

I support this! Wonderful Idea :)

I'm happy that this art will become a part of the new area created on the waterfront. The artists' concept is good and will enhance our harbor area. Will there be some type of plaque explaining the essence of the sculptures and the reasoning behind their placement in our community? Thanks again to the Arts & Culture Center for all you do to make Marquette a place of beauty and fullness to our lives...

I became familiar with the Seven Grandfather Teachings several years ago while working with the Indian Community School in Milwaukee. The unique sculpted boulders will provide an opportunity of sharing the Native American culture with the residents and visitors of Marquette.

I fully support this project. The focus on Indigenous Culture is an important piece of our history.

I fully support this public art project.

We are so lucky to kick off this project with work by this indigenous artist. Kudos to the commission for making the selection and for selecting works that reflect the diversity of folks in our community.

The City's support of public art is laudable and especially the Public Art Commission's interest and methodology for selecting the work and seeking public collaboration and feedback. The timeliness of an installation by Quigno (a world-class artist and maker) is notable as our local culture awakens to equity and diversity in the UP. I look forward to more meaningful and collaborative public expressions of our culture!

I am in complete support of this wonderful project! I believe that this sculpture will truly encompass the rich Native history of our beautiful city on Lake Superior!

I absolutely love it. The artist is highly skilled-what I've seen of his work is beautiful. I love the use of stone as a medium- in part as a reflection of the natural surroundings, in which rock/stone plays a central role, and I applaud that this is a project expressing an aspect of Native heritage by a Native artist.

Love the concept as presented by the artist. Go for it@

This is a huge waste of money and a ridiculous looking statue.