

## **PADDLE SPORTS CONCESSIONAIRE PERMIT**

The City of Marquette (City), a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, MI 49855, grants Marquette Mountain Resort, LLC (Marquette Mountain), a Michigan limited liability company, of 4501 M-553, Marquette, MI 49855 permission to utilize certain real property as more specifically identified in Exhibit A (Premises) for launch and take-out sites for paddle sport tours, subject to the following terms and conditions:

1. Permission is granted for non-exclusive access to the Premises for launch and take-out sites for paddle sport tours only.
2. The City makes no warranty as to the condition of the Premises upon which access is granted pursuant to this Permit, and Marquette Mountain accepts the Premises "as is".
3. Marquette Mountain agrees to indemnify and hold harmless the City, its officials, officers, employees, agents and assigns from any and all liens, claims, charges, liabilities, and/or damages for acts of commission, omission, or negligence on the part of Marquette Mountain, or its guests, agents and employees, arising out of the use of the Premises.
4. Marquette Mountain specifically agrees to assume all risks associated with its use of the Premises.
5. Non-exclusive access is granted to the Premises noted on the attached Exhibit A.
6. Permission is granted for intermittent short-term, non-exclusive use of the Premises. No vehicles, equipment or structures may be stored on the Premises overnight. Marquette Mountain may not alter the Premises in any way and shall repair any damage, or promptly reimburse the City for repairs performed by the City for damage created by Marquette Mountain, or its agents, employees or guests.
7. Marquette Mountain shall leave the Premises in the same or better condition as it was before using the Premises as allowed herein.
8. Marquette Mountain and/or its agents, employees or guests shall not interfere with any of the City's operations on the Premises or the use of others, including the general public, of the Premises. It is further agreed that access by the City to the Premises shall be maintained at all times.
9. The permission granted herein shall be from May 15, 2022 through October 31, 2022. The City and Marquette Mountain each have the right to terminate this agreement at any time and for any reason by providing at least 30 days written notice to the other; at which time all rights and obligations of the parties shall terminate.
10. As consideration for the rights detailed herein, Marquette Mountain shall pay the City 0.5% of their gross monthly kayak tour/rental revenues. Payment shall be made by the 15<sup>th</sup> of each month for the preceding month's tours/rentals. Marquette Mountain shall provide City sufficient information with each payment to verify the accuracy of the payment.

11. Marquette Mountain shall, in the use and occupancy of the Premises, comply with all laws, as well as all ordinances, rules and regulations of the City.

12. Marquette Mountain shall submit for review any publication referencing the City and the Premises. Marquette Mountain shall make all reasonable efforts to give favorable publicity to the City.

13. Marquette Mountain shall provide the City with certificates of insurance showing insurance coverage as noted below, stating that coverage afforded on their policies will not be canceled, limited, or allowed to expire until after thirty (30) days written notice has been given to the City. Marquette Mountain shall maintain this coverage at all times during the performance of this agreement.

a. Workers Compensation coverage according to any applicable statute, including employer's liability coverage with \$1,000,000 limit per accident.

b. Comprehensive General Liability including contractual coverage with limits of at least \$1,000,000 per occurrence, \$1,000,000 aggregate bodily injury and \$1,000,000 aggregate property damage or \$1,000,000 Combined Single Limit.

c. Comprehensive Automobile Liability coverage, including owned, hired and non-owned vehicles with limits of \$1,000,000 per person, \$1,000,000 per accident bodily injury and \$1,000,000 property damage or \$1,000,000 Combined Single Limit.

The City shall be named as additional insured and loss payees on all Marquette Mountain's insurance policies named herein except workmen's compensation insurance, and Marquette Mountain's insurance policies will be on an "occurrence" and not on a "claims made" basis. Marquette Mountain will file with the City, on or before the commencement of this agreement and at least ten (10) days before the expiration date of expiring policies, such copies of either current policies or certificates or other proofs, as may reasonably be required to establish Marquette Mountain's insurance coverage in effect from time to time.

THE CITY OF MARQUETTE

Dated: \_\_\_\_\_

\_\_\_\_\_  
By: Jennifer A. Smith  
Its: Mayor

Dated: \_\_\_\_\_

\_\_\_\_\_  
By: Kyle Whitney  
Its: City Clerk





**Proposal for Paddle Sports Concessionaire Operations  
in the City of Marquette**

# Marquette Mountain Resort Proposal for Paddle Sports Concessionaire Operations

## Company Profile

Marquette Mountain Resort, LLC  
Established February 13, 2020

Physical Address:

4501 M-553  
Marquette, Michigan

Main Phone Number:

906-225-1125

Owner:

Eric Jorgensen  
906-360-3339  
ekj@marquettemountain.com

General Manager:

Kaet Johnson  
906-767-0261  
kjohnson@marquettemountain.com

Kayak Operations Manager:

Drew Stackhouse  
231-492-3932  
dstackhouse@marquettemountain.com

Employees:

20 Full-time Year-Round staff  
10 Part-Time Year-Round staff  
72 Winter Seasonal staff

Operations:

Year Round: Restaurant and Bar, Catering,  
Special Events

Winter Operations: Alpine Ski and Ride  
operations with lift access

Summer: Lift Access Downhill Mountain  
Bike Park & Hiking, Guided Kayak Tours,  
Volleyball

Fall: Lift Access Downhill Mountain Bike  
Park, Hiking and Color Tours

## Marquette Mountain Resort Proposal for Paddle Sports Concessionaire Operations

### **Kayak Operations Mission Statement**

To share the history, beauty, and wonder of Marquette by kayak.

### **Kayak Operations Experience**

Drew Stackhouse, our Kayak Operations Manager, has extensive experience guiding for Uncle Ducky's Outdoor Adventures at the Pictured Rocks National Lakeshore in Munising. Drew also has extensive experience in managing staff and providing excellent customer service as the Lift Operations Manager at Marquette Mountain Resort.

Marquette Mountain Resort has extensive experience in providing recreational services to guests where service, safety, inclusivity, low environmental impact, and fun are a few of our foundational values.

### **Standards and Requirements for a Paddle Sport Concessionaire in the City of Marquette**

Marquette Mountain Resort, LLC, has the ability and will to meet and exceed the standards and requirements set forth in RFP#22-02. Our leadership team has spent a year researching and preparing to operate a paddle sports business in the City of Marquette. We currently meet all of the insurance levels specified in RFP #22-02. Any other requirements regarding liability and insurance will be met upon granting of the Paddle Sport Concessionaire permit.

### **References**

Eric Engelbarts II  
Executive Director - Meijer State Games of Michigan  
616.608.1837

Susan Estler  
Executive Director - Travel Marquette  
906.228.7749

Nicholas Dobbs  
Associate Sales - Midwest Region, Outdoor Research  
Race Director - Marquette Trails Fest  
715.401.9186

### **Investment**

The approximate investment for kayak operations is \$80,000. The funds are derived from the operations of Marquette Mountain Resort.

#### Equipment On-site:

- ¾ ton, 15 passenger van purchased in January 2022

#### Equipment ordered and waiting for delivery:

- 10, tandem sea kayaks (for guests)
- 3, single sea kayaks (for guides)

## Marquette Mountain Resort Proposal for Paddle Sports Concessionaire Operations

Equipment to be ordered:

- Kayak Trailer
- All other items outlined in RFP 22-02 in the appropriate amounts for our planned operation. Sources have been identified for the complete list in RFP #22-02

Equipment in addition to items specified in RFP #22-02:

- 2, VHF w/ weather radio base stations to communicate with MMR and our drivers. This is in addition to the handheld radio the guide will carry
- Kayak trailer
- Passenger van/shuttle service

### **Cleaning and Maintenance**

#### Daily

All equipment will go through

- Pre and post tour inspections for safe operation and aesthetics
- Post tour sanitation
- Any piece of equipment that does not pass inspection will be removed from service

#### Weekly

All equipment will be deeply inspected on a weekly basis and repaired, if needed, to meet safety guidelines and company policies.

#### Seasonally

- Pre-Season: All equipment will be functionally tested to ensure proper operation prior to service.
- Post Season: All equipment will be functionally tested and repairs made to mechanics and aesthetics prior to storage.

### **Kayak Operations Impact**

#### Launch and Takeout Site Operations:

Marquette Mountain Resort's Kayak operations van and kayak trailer shuttles guests and kayaks between Marquette Mountain Resort and tour launch/takeout sites. Our operations would need one spot to park our kayak trailer while tours are operating. The shuttle van will either be in route or parked at Marquette Mountain Resort or other private property. Every evening, the van, trailer and kayaks will be parked at Marquette Mountain Resort.

Tours will turn over/transition quickly with guests arriving and going out on a tour or being shuttled from takeout sites to Marquette Mountain Resort.

#### Tour Hours:

Tours are proposed to run from 9am-noon and noon-3pm with a possible evening paddle if there is a demand. The evening paddle tour hours are 6-9pm. Tours would arrive and leave launch/takeout sites at the proposed times.

## Marquette Mountain Resort Proposal for Paddle Sports Concessionaire Operations

Early and late season operations would offer tours on weekends. Peak season operations could offer tours every day of the week.

### Tour Season:

Seasonal operation is from May 1 to October 1. Our proposed 2022 season open date is May 28<sup>th</sup>.

### **Kayak Operations Permit Compensation**

Marquette Mountain Resort proposes a 0.5% compensation rate on kayak operations revenue to be paid monthly during the permitted season.

### Proposed Tour Pricing:

Tour pricing varies depending on the tour and the age of the guest. Tour pricing ranges from \$80 - \$180

### **Kayak Operations Structure**

#### Tours

Three tours are proposed:

- Presque Isle Paddle
  - Launch and takeout at Middle Beach Shiras Pool Drain Basin
  - Approximate length: 3.58 miles
  - Approximate duration: 3-3.5 hours
  - Guest skill level: inexperienced paddler and/or family group
- Historic Waterfront Paddle
  - Launch: Founder's Landing Pier Kayak Launch
  - Takeout: McCarty's Cove
  - Approximate length: 3-4 miles
  - Approximate duration: 3-3.5 hours
  - Guest skill level: inexperienced paddler and/or family group
- Island Hopper
  - Launch and takeout at Middle Beach Shiras Pool Drain Basin
  - Approximate length: 6-7 miles
  - Approximate duration: 5-6 hours
  - Guest skill level: paddlers seeking a more challenging adventure, intermediate paddlers
  - Proposed lunch break at Middle Island

### Tour Guide to Guest Ratio:

- Tours are composed of 1 guide per 5 kayaks with a maximum of 10 guest kayaks per tour.

### Kayaks:

- Guest: Tandem Sea Kayaks
- Guide: Single Sea Kayaks

## Marquette Mountain Resort Proposal for Paddle Sports Concessionaire Operations

### Other Equipment:

- All other equipment will meet RFP #22-02 specifications and applicable marine guidelines.

### Guides:

- All our guides will have the following certifications
  - CPR
  - First Aid
  - AED
  - L2/L3 ACA Coastal Kayaking/Trip Lead
  - EMILY (provided by the Marquette Fire Department)
- Other desired certifications
  - Wilderness First Responder or similar
- MMR Training Curriculum
  - Classroom (1-3 days)
    - Marquette geological and human history as it relates to tours
    - Watersport safety techniques including recognizing and responding to weather, wind and wave behavior
    - *Leave No Trace* ethics
  - Open Water (4-5 days)
    - Guides will spend extensive time on the water putting into practice what they learned in the classroom. This includes:
      - Open water rescue techniques
      - Advanced kayaking techniques
    - Refresher training on these techniques will take place throughout the season
  - Ride-Alongs
    - After guides have completed class room and open water training, they will spend significant time shadowing an experienced lead guide. The timeframe will vary for each guide before they are permitted to lead a tour.

### Safety Protocols:

- Marquette Mountain Resort has implemented safety protocols for tour operations that demand tour cancellation during small craft advisories and tour modification or cancellation during certain other weather conditions. The modifications do not change launch and takeout points.
- Marquette Mountain Resorts will immediately end a tour and take all necessary actions if a guest is experiencing a medical emergency.
- Marquette Mountain Resorts will immediately end a tour and take all necessary actions if the weather conditions suddenly become unsafe.

PADDLE SPORTS CONCESSIONAIRE EXHIBIT A

