

Operating and Maintenance Agreement between The City of Marquette and the Downtown Development Authority for the Downtown Development Authority District

This agreement, made as of the _____ day of _____ 2023, by and between the City of Marquette (the City), and the Downtown Development Authority (DDA).

WHEREAS, the City of Marquette has an interest in supporting and promoting the enhancement and viability of the Downtown District; and,

WHEREAS, the DDA by legislation (Act 197, Public Acts of Michigan of 1975 and ratified by Marquette City Ordinance Number 298, 1976), is charged with the responsibility for both economic development and the correction and prevention of deterioration in the Downtown District; and,

WHEREAS, cultivating a positive image and impression of downtown is fundamental to the continued health and vitality of the Downtown District; and as part of that process the DDA has an interest in providing the optimum use of parking facilities within the Downtown District while providing a safe, secure and aesthetically pleasing downtown.

NOW, THEREFORE, in consideration of the mutual obligations herein stated it is mutually agreed by and between both parties as follows:

Article I – Operating Policies

Section 1.1 Property Defined

The DDA District in this agreement will be considered to be that as defined by the City of Marquette establishing and designating the boundaries of the Downtown District.

DDA District property includes sidewalks, pedestrian linkages, Marquette Commons and parking facilities.

Parking facilities are specified in Exhibit A and B of this agreement and shall include the Bluff Street Parking Structure; the structure, attached elevator and stair towers, pedestrian ways and the adjacent alleys should be considered as one; the Pier Lot and Baraga Street extension parking lot and access road; and any other future lots to be agreed upon mutually by both parties.

Section 1.2 Accounting Services

The DDA will provide all administrative functions to collect rents for the parking lots and metered street parking as defined in Section 1.1. All fiscal, accounting and reporting procedures shall be in compliance with Generally Accepted Accounting Principles and as required by the City of Marquette and the State of Michigan. The DDA will include actual revenue generated by parking operations as a component of the annual report submitted to the City Commission. All revenues obtained through parking rentals shall be applied toward operations, maintenance and replacement expenses and for no other purpose.

Section 1.3 Budget

The DDA shall prepare an annual budget for the operation and maintenance of all parking lots, and other areas of the district as defined in this agreement. The budget will be submitted to the City Commission for approval prior to the beginning of each fiscal year.

Section 1.4 Parking Space Rental

The DDA will be the point of public contact for space rental and collection of fees and will advertise the availability of spaces in all parking facilities.

Section 1.5 Enforcement

The DDA shall determine the parking regulation, rental rates and number of parking spaces. The DDA shall submit regulations to the City for proper action to allow enforcement. The City will enforce parking regulations, and the City will retain such fines as generated.

Article II – Term of the Agreement

Section 2.1 Terms

This agreement shall be in effect on the date first mentioned herein and shall remain in effect through Sept. 30, 2028.

Section 2.2 Option to Renew

The City does hereby grant to the DDA the right and the option to renew this agreement, contingent upon acceptance by the DDA and the City Commission, and subject to the following terms and conditions:

- A) That this agreement is in force and effect, and has not been cancelled or terminated;

- B) That an annual performance evaluation will be made by the City Manager or designee to ensure that no default in the performance of any terms, covenants, and conditions herein contained exists on the DDA's part at the time of renewal;
- C) That written notice of the DDA's desire to exercise the option to renew this agreement be given in writing to the City Manager not later than sixty (60) days prior to the expiration of the term of this agreement;
- D) That the renewal agreement shall supersede in all respects this agreement. The terms of the renewal agreement, which may differ from the terms of this agreement, are subject to negotiation between the parties and approval by the City Commission and the DDA Board.

Section 2.3 Consideration

In consideration, the DDA will retain the following revenues for the period Oct. 1, 2023 – September 30, 2028:

- 100% of all parking meter revenues.
- 100% of all parking space rentals.

Article III – Operation of the Parking Facilities

Section 3.1 Parking Management

The DDA agrees to manage and operate the parking facilities in a professional and businesslike manner, and on a non-discriminatory basis consistent with the provisions of this agreement.

The DDA will assume operational management for parking facilities within the Downtown District to include administration, establishment of parking rates, number of spaces and other such functions necessary to effectively manage the parking system within the district; however, this shall not include any already-existing agreements to which the City is party.

The DDA shall submit suggested changes to regulations, rates and rules to the City Manager for approval to allow for proper enforcement.

Article IV – Maintenance and Repair

Section 4.1 Infrastructure Maintenance

It is understood that over time appurtenances of the right-of-way including pavement, curbing, sidewalks and utilities will deteriorate and need to be replaced. All such reconstruction projects shall be part of a Capital

Improvement Plan (CIP) for the DDA district. The DDA shall submit their six-year CIP to the City for incorporation into the City's CIP. The DDA and City shall have input for this planning process per the City Capital Improvement Plan Policy. The City and/or DDA may engage with the public and outside consultants for the planning and conceptual design of said projects. All design of said projects shall be completed by the City Engineering Department unless special circumstances such as availability or specialized design dictate otherwise. Said designs shall not be altered without the written consent of the City Engineer or his/her designee. All projects are subject to the City planning and bidding process which will be carried out by the City Engineering Department. Additionally, the following terms shall apply to all right-of-way reconstruction projects:

- a. The City Arborist shall advance a street tree plan based upon adopted planning documents and urban forestry principles that will be adhered to.
- b. The cost of the Engineering Design shall be paid by the City unless design dictates otherwise.
- c. The cost of constructing the projects shall be divided into standard street reconstruction work and enhancement work. Standard items shall include but are not limited to sidewalk, curbing, and pavement. Enhancement items shall include but are not limited to trees and tree grates, fountains, litter barrels, benches, bike racks and stamped or colored concrete. In cases where a standard item is being enhanced the City shall pay the cost of the standard item and the DDA shall pay the difference for the enhancement. The cost of design shall be paid by the City unless design and construction dictate otherwise.
- d. Exceptions:
 - i. All water, storm water and sanitary sewer design and construction will be the responsibility of the City.
 - ii. All regulatory and warning traffic signing will be the responsibility of the City. Informational signing will be placed by the City and paid for by the party requesting the signage.
 - iii. All off-street and on-street traffic markings for parking shall be the financial responsibility of the DDA. The markings may be placed by the Public Works Department or contracted out.

Section 4.2 Parking Facilities Maintenance

The DDA assumes the full and sole responsibility for the condition, repair, maintenance and operation of all facilities pursuant to this agreement including all fixtures, and all electrical, mechanical, drainage, landscaping and pavement and other systems. The DDA will be responsible for services which

include, but may not be limited to, snow plowing, ice control, snow removal, sweeping, debris removal, signage, pavement markings and pavement maintenance. The DDA will assume the responsibility of parking lot resurfacing or reconstruction for all lots and ramps owned by the City and managed by the DDA.

The DDA shall be responsible for the operation and maintenance of all parking meters and associated infrastructure.

Section 4.3 Sidewalks and Pedestrian Linkages

The DDA will provide maintenance functions for all sidewalks and pedestrian linkages within the defined boundaries of the DDA District, as not otherwise provided for by written agreement. Specific services will include all snow removal, sweeping and debris collection/removal, except as outlined in Section 4.7.

Section 4.4 Repairs and Replacements

Upon receipt of notice from the City that it reasonably deems repairs or replacements to the parking facilities necessary to fulfill the obligations of the DDA under this agreement, and specifying in detail the kind of, extent of and timing of such repairs or delays, the DDA shall cause the same to be accomplished.

Section 4.5 Alterations

The DDA shall have the right to make non-structural additions, modifications, deletions and improvements to the parking facilities. The cost of such alterations shall be paid by the DDA. The DDA shall not make any structural alterations, modifications or additions to the Parking Structure without prior consent of the City.

Section 4.6 Equipment Maintenance and Cost of Fuel

The City may provide maintenance services to DDA equipment and shall bill the DDA for the actual costs thereof. The City may provide fuel to the DDA and shall bill the DDA for the actual cost thereof plus operation, maintenance and replacement surcharge as defined in separate fuel agreement.

Section 4.7 Snow Plowing and Snow Hauling of Streets and Parking Lots/Ramps

The City will provide snow plowing of all City streets. The DDA or its contractor will provide all snow plowing of all parking lots owned by the City or the DDA. The City will provide reasonable snow hauling from public streets and sidewalks within the district at dates to be determined by the Director of Public Works and the DDA Executive Director.

Section 4.8 Green Spaces

The DDA will provide maintenance, mowing, trimming, planting and care of all green spaces, shrubs and irrigation systems within the district, as not otherwise provided for by written agreement.

Section 4.9 Signage

The City will provide sign and sign post installation, repair, replacement and removal in the district, in accordance with City of Marquette and MUTCD specifications for traffic & parking, whether regulatory, directional or informational. The DDA will be charged actual costs for those services. The DDA may perform its own maintenance to informational signing located outside of the right-of-way. The DDA shall be responsible for all installation, repair, replacement and removal of parking meters. The DDA will provide the installation and removal of holiday decorations and banners for community events.

Article V - General

Section 5.1 Insurance

The DDA has insurance coverage through the Michigan Municipal League Liability & Property Pool (Contract No. MML166320100) in coverage and amounts acceptable to the City, which the DDA shall maintain in force and effect throughout the term of this agreement.

Section 5.2 Compliance with Laws

The DDA shall promptly comply with all laws, ordinances, orders, rules, regulations and requirements of all federal, state and local governmental authorities, boards, and commissions and departments thereof, which are applicable to the maintenance, operation, use and occupancy of the parking facilities.

Section 5.3 Assignment and Subletting

This agreement shall not be assigned, nor any sublease entered into by the DDA, without the prior written consent of the City, which may be refused at any time, for any reason.

Section 5.4 Payment

The DDA Executive Director and the City's Director of Public Works may work cooperatively to determine the terms and reimbursement for services not included in this agreement. This may include, but is not limited to, snow hauling, snow plowing of sidewalks/lots/ramps, and other maintenance items. Payment may include actual costs and/or in-kind services, as agreed by both parties.

All services rendered by either party shall be invoiced on a monthly basis with payment in full being due no later than 45 days of the date of invoice.

Section 5.5 Termination

In the event either party is in material default of this agreement, and said default continues without being cured by the defaulting party for a period of 10 days after receiving written notice of the default, the non-defaulting party may terminate this agreement effective upon providing written notice of termination. In the event of termination of this agreement by default or expiration of the term, the DDA shall turn over to the City all books and records, or funds, if applicable, which it holds under this agreement and the City shall be responsible only for paying a prorated portion of the fees owed, if any, only for the services actually performed. Nothing in this agreement shall prohibit or restrict the City from exercising all lawful rights, such as the right to immediate and complete possession and control of the district at any time.

Section 5.6 Execution

The parties hereto have caused this agreement to be executed by their duly authorized representatives.

IN WITNESS WHEREOF, the parties have executed this document on the date set forth above.

CITY OF MARQUETTE

By: _____
Cody O. Mayer, Mayor Date

By: _____
Kyle Whitney, Clerk Date

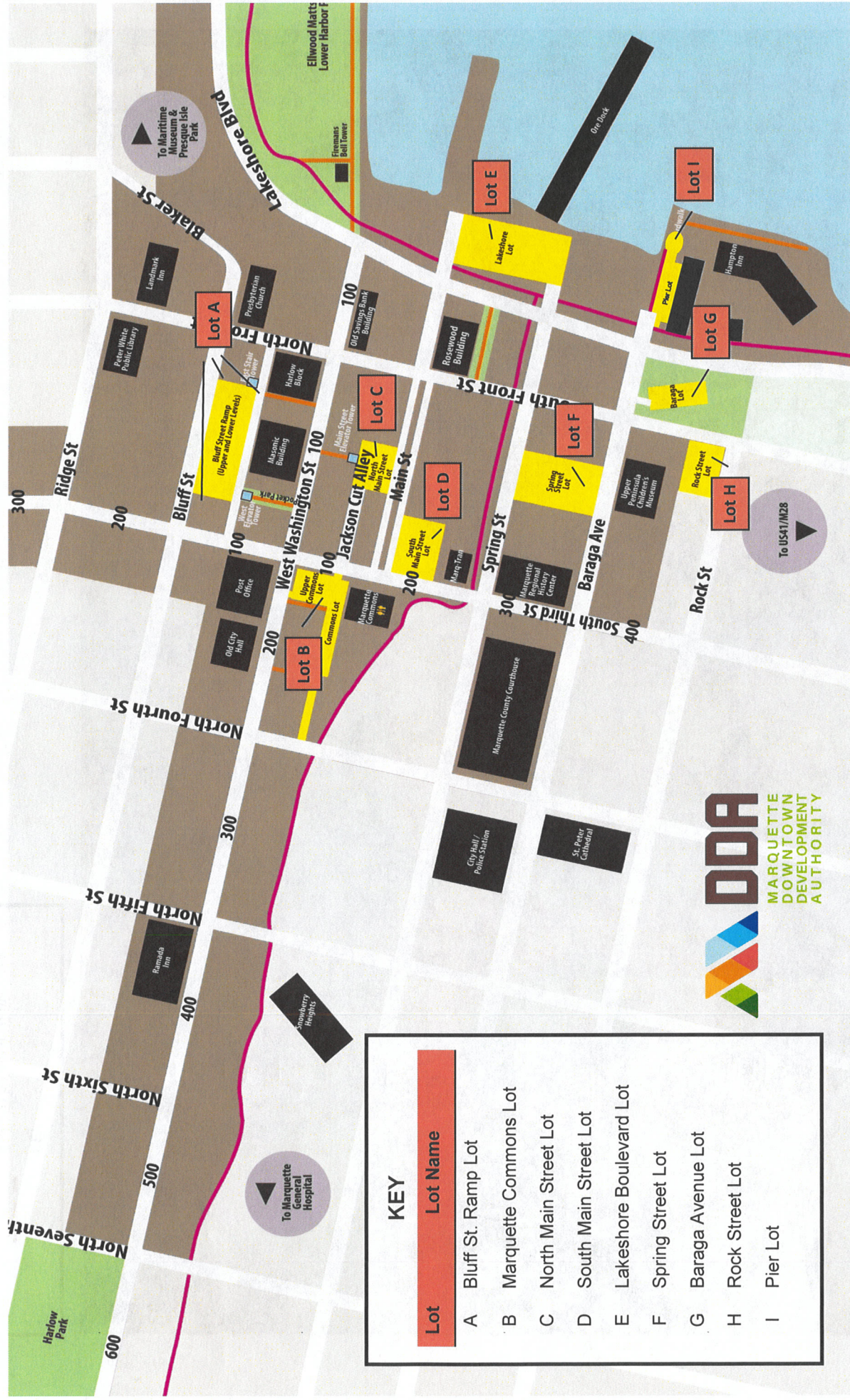
**DOWNTOWN DEVELOPMENT AUTHORITY
OF THE CITY OF MARQUETTE**

By: Nichole Durley-Rust _____ 9/14/2023
Nichole Durley-Rust, Chair Date

By: Tara Laase-McKinney _____ 9/14/2023
Tara Laase-McKinney, Executive Director Date

Date

Exhibit A
DDA Parking facilities






KEY

Lot	Lot Name
A	Bluff St. Ramp Lot
B	Marquette Commons Lot
C	North Main Street Lot
D	South Main Street Lot
E	Lakeshore Boulevard Lot
F	Spring Street Lot
G	Baraga Avenue Lot
H	Rock Street Lot
I	Pier Lot



Exhibit B



KEY	
	Area to be cleared by snow removal contractor
	Green space
	Snow Storage area

FUEL DEPOT AGREEMENT

This AGREEMENT entered into this ____ day of _____, 2023 between the City of Marquette, a Municipal Corporation, of 300 West Baraga Avenue, Marquette, Michigan 49855, "CITY", and Downtown Development Authority, 337 W. Washington St., Marquette, Michigan 49855, "DDA".

WITNESSETH:

WHEREAS, the CITY is operating a fuel depot as part of the Municipal Service Center, 1100 Wright Street, Marquette, Michigan, access provided off of Sugarloaf Avenue and;

WHEREAS, the CITY is willing to contract with additional government users to assist in the operation and maintenance costs associated with the fuel depot, and;

WHEREAS, DDA desires to be a user of the fuel depot;

NOW, THEREFORE, in consideration of the mutual benefits to be derived, the parties agree as follows:

1. The CITY will provide access to the Municipal Service Center Fuel Depot, 1100 Wright Street, Marquette, Michigan, on a 24 hour basis. Users are encouraged to avoid refueling between the hours of 6:00 a.m. – 7:30 a.m. and 1:30 p.m. – 3:00 p.m., as this is peak refueling hours for large fleet equipment.
2. DDA may purchase fuel from the depot at a price equal to the CITY'S cost plus a surcharge cost of 22 cents per gallon.
 - a. The CITY will be responsible for the operation and routine maintenance of the Fuel Depot, including, but not limited to: ordering and monitoring fuel and fuel additives, tank registration and inspections, cleaning, lighting, sweeping, routine maintenance and repair, and snow removal. All users will pay 6 cents per gallon for these operating costs which are included in the surcharge.
 - b. The CITY will maintain a separate Replacement/Reserve Fund with 15 cents per gallon (included in the surcharge) for all fuel dispensed from the fuel depot to be placed in the fund. The Replacement/Reserve Fund will be used for capital improvements/replacements for the depot costing in excess of \$1,000.00. All users will pay 15 cents per gallon for these costs which are included in the surcharge.
 - c. DDA will be charged 1 cent per gallon to help defray the debt service on the fuel depot and is included in this surcharge. All users will pay 1 cent per gallon for these costs which are included in the surcharge.

3. The CITY will invoice DDA for fuel consumed on a monthly basis with payment to be made within 45 days of date of invoice.
4. The Fuel Depot is equipped with a Fuel Force key guard system designed to provide the optimum in security and accessibility. The cost of the individual keys required to activate the system will be approximately \$20.00 each, said cost to be borne by DDA. The Fuel Force key guard system will generate a monthly report providing the users with information including vehicle number, operator identification, mileage on vehicle at time of fueling, miles per gallon, and cost per mile. The City will supply this report to DDA with the monthly invoice.
5. Indemnification: DDA agrees to indemnify and hold the City harmless from any damage, liability or cost (including reasonable attorneys fees and cost of defense) to the extent caused by DDA's negligent acts, errors, or omissions in the performance of the activities authorized by this Fuel Depot Agreement and those of any parties for whom DDA is legally liable.
6. Insurance: DDA shall provide City with certificates of insurance showing insurance coverage as noted below.
 - a. Workers Compensation coverage according to any applicable statute, including employers liability coverage with \$500,000 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.

Insurance policies b. and c. shall also state that the coverage afforded will not be cancelled, limited, or allowed to expire until after 30 days written notice has been given to the City. DDA shall maintain this coverage at all times during the performance of this agreement.

City will be named an additional insurance on DDA's insurance policies for general liability and automobile liability in the amounts listed in b. and c. above, and DDA's policies will be on an "occurrence" and not on a "claims made" basis. DDA Will file with City on or before the commencement of refueling and at least ten (10) days before the expiration date of expiring policies, such copies of either current policies and certificates or other proofs, as may reasonably be required to establish DDA's insurance coverage in effect from time to time.

7. Compliance: DDA agrees to comply with all laws, ordinances and rules of the City of Marquette, the State of Michigan, and the United States, applicable to

the use of said described facilities and to pay all taxes imposed by the law in connection with its use and occupancy thereof.

8. Term of Agreement: The initial term of this agreement shall be for one year commencing on July 1, 2023 and expiring on June 30, 2028.
9. City's Right to Terminate Agreement: Either part may terminate this agreement at any time during this term upon providing 30 days written notice to the other. Additionally, should DDA neglect or fail to perform any provision of the Agreement, the City, may immediately, upon written notice to DDA, terminate this Agreement.
10. Integration: This agreement represents the entire understanding between the parties hereto and may not be amended, except in the subsequent writing that is signed by both parties hereto.

In witness whereof, the parties have executed this agreement as of the date above written.

Tara Laase-McKinney
Tara Laase-McKinney
Executive Director

9/14/2023
Date

CITY OF MARQUETTE

Witness

Cody O. Mayer, Mayor

Witness

Kyle Whitney, City Clerk

APPROVED AS TO FORM:

Suzanne C. Larsen
City Attorney

APPROVED AS TO SUBSTANCE:

Karen M. Kovacs
City Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/12/2023

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 Vast 300 South Front Street Marquette MI 49855	CONTACT NAME: Sarah Niemela	PHONE (A/C, No, Ext): (906) 228-7500	FAX (A/C, No): (906) 228-5385
	E-MAIL ADDRESS: sarahn@vastsolution.com		
INSURED Marquette Downtown Development Authority 337 W WASHINGTON ST Marquette MI 49855	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Accident Fund General Insurance Company		12304
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		


COVERAGES CERTIFICATE NUMBER: CL2391222545 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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						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	N/A	WCP 100070131	11/05/2022	11/05/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

All coverages are subject to insurance policy terms and conditions.

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

MICHIGAN MUNICIPAL LEAGUE LIABILITY AND PROPERTY POOL
Additional Interests Endorsement Schedule for the Marquette Downtown Development Authority
Endorsement Effective as of 8/10/2023

Marquette Downtown Development Authority
337 W. Washington St.,
Marquette, MI 49855
Policy #: MML166320110
Effective From: 1/19/2023 to 1/19/2024

Michigan Municipal League Liability
and Property Pool
PO Box 2054
Southfield, MI 48037-2054

Status **Additional Interest's Name**
Add City Of Marquette

Coverage
General Liability

Additional Interest's Name	Coverage

This is a Non-Premium-Bearing Endorsement.

All other Terms and Conditions remain the same.



michigan municipal league

Liability & Property Pool

LIABILITY ADDITIONAL INTEREST ENDORSEMENT

Contract Number: MML166320110 **Effective Date:** 8/10/2023
12:01 A.M. Standard Time

Pool Member: Marquette Downtown Development Authority

This endorsement modifies coverage provided under the following:

Section I - Municipal Liability Coverage - MML200

Coverage as provided under the above is extended to the following person or organization solely as respects the interest shown. The inclusion of such additional interest shall not operate to increase the limit of the Pool's liability.

Name & Address	Interest
City Of Marquette 300 W. Baraga Ave. Marquette, Mi 49855	Additional Insured solely with respect to: Fuel Depot Agreement, dated 7/1/2023 for the purposes of using Fuel Depot at 1100 Wright St., Marquette, MI on a 24 hour basis.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.



michigan municipal league

Liability & Property Pool

CERTIFICATE OF COVERAGE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED AS LISTED BELOW.

Name and Address of Participant:

Marquette Downtown Development Authority

337 W. Washington St.,
Marquette, MI 49855

Coverage Afforded

Michigan Municipal League Liability and Property Pool
1675 Green Road
Ann Arbor, MI 48105-2530

Name and Address of Service Provider

Meadowbrook, Inc.
P.O. Box 2054
Southfield, MI 48037-2054

This is to certify that the coverage listed below has been issued to the participant named above and is in-force at this time. 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 coverage afforded herein is subject to all the terms, exclusions and conditions of the Pool contract.

Coverage	Contract Number	Expiration Date	Limits of Liability
<u>General Liability</u>	MML166320110	1/19/2024	\$2,000,000
<u>Automobile Liability</u>	MML166320110	1/19/2024	\$2,000,000 Bodily Injury and Property Damage Combined Single Limit
<u>Other</u>			

Description of Operations / Locations/ Vehicles:

Certificate Holder Additional Insured solely with respect to: Fuel Depot Agreement, dated 7/1/2023 for the purposes of using Fuel Depot at 1100 Wright St., Marquette, MI on a 24 hour basis.

CANCELLATION: Should any of the above described coverages be canceled before the expiration date thereof, the administrator will endeavor to mail 60 days' written notice to the certificate holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Pool.

Name and Address of Certificate Holder:

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

Date Issued: 9/13/2023

By: 
Authorized Representative



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/12/2023

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PRODUCER Vast 300 South Front Street Marquette MI 49855	CONTACT NAME: Sarah Niemela	PHONE (A/C, No, Ext): (906) 228-7500	FAX (A/C, No): (906) 228-5385
	E-MAIL ADDRESS: sarahn@vastsolution.com		
INSURED Marquette Downtown Development Authority 337 W WASHINGTON ST Marquette MI 49855	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Accident Fund General Insurance Company		12304
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						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	N/A	WCP 100070131	11/05/2022	11/05/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All coverages are subject to insurance policy terms and conditions.

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