

City of Marquette, MI



Meeting Agenda City Commission

Monday, July 28, 2025

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

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

Presentation(s)

1. Fiscal Year 2024 Audit by Mike Greutz, Anderson Tackman & Co.
2. **Consent Agenda - Roll Call Vote**
 - 2.a. Approve the minutes of the July 11, 2025 work session
 - 2.b. Approve minutes of the July 14, 2025 work session
 - 2.c. Approve the minutes of the July 14, 2025 regular Commission meeting
 - 2.d. Approve the total bills payable in the amount of \$2,788,108.98
 - 2.e. MSHS Cross Country Non-Profit Status - Roll Call Vote
 - 2.f. Kurt Lahtinen - Guts Frisbee Tournament - Special Event Permit
 - 2.g. Long Line Traffic Markings
 - 2.h. Ordinance 25-09: Street-Naming Process
 - 2.i. Resolution in Support of Expanding Amtrak Rail Service to Michigan's Upper Peninsula - Roll Call Vote

New Business

3. City Manager and City Attorney Evaluation Subcommittee
4. Delegate - Michigan Municipal League Convention
5. Subcontract - KBIC and City of Marquette Forecast Grant Administration

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: 7/28/2025

Consent Agenda - Roll Call Vote

Approve the minutes of the July 11, 2025 work session

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ 07-11-25 work session minutes



City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Meeting Agenda City Commission

WORK SESSION

Friday, July 11, 2025

9:00 AM

**Presque Isle Pavilion, 3 Peter
White Drive (Presque Isle Park)**

Call to Order, Pledge of Allegiance and Roll Call

Present: Davis, Gottlieb, Larson, Mayer, Ottaway, Schloegel

Absent: Hanley

Announcements

Mayor Pro Tem Schloegel had no announcements.

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

There were no public comments.

1. Strategic Plan Discussion

Community Development Director Dennis Stachewicz opened the discussion with a presentation on the history of the strategic planning process. He emphasized the City's vision statement and offered context from the FY 2021-2023 Strategic Plan and the planning process, explaining that this short-term framework plays a key role in shaping the annual budget. The strategic priorities stem from the broader Community Master Plan, which integrates input from residents the commission, and staff.

For the FY 2026–2028 Strategic Plan, six strategic priorities have been identified: governmental excellence; economic development and prosperity; community engagement; health, recreation, and environment; mobility management; and public safety. These priorities aim to address current needs and move the city toward its long-term goals as identified in the Community Master Plan.

Following Stachewicz's introduction, City Manager Kovacs guided the commission through an interactive brainstorming exercise. Each commissioner was invited to write down specific goals and organized them under each of the six strategic priority areas. Throughout the exercise, staff members from various departments were

present to offer insight and answer questions relevant to their areas of expertise.

After the activity Kovacs facilitated a group discussion to review the ideas that were gathered from the exercise. The conversation covered a wide range of topics including infrastructure improvements, how to better manage tourism, reimagining underutilized streets, increasing transparency and communication with the community, and improving public services. Commissioners also touched on expanding and supporting micro-mobility and effective public transit, and strengthening relationships with state agencies and legislators, among other things.

The discussion concluded with Kovacs outlining the next steps in the strategic planning process. She stated the objectives compiled during the work session will be brought back to staff and reconciled with the objectives identified by staff, resulting in a single document that will then be presented to the commission for final review and approval prior to the adoption of the 2025-2026 budget.

Commissioners provided positive feedback about the collaborative nature of the work session.

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

There were no public comments.

Adjournment

The meeting was adjourned at 11:33 a.m.

Jessica Hanley, Mayor

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: 7/28/2025

Consent Agenda - Roll Call Vote

Approve minutes of the July 14, 2025 work session

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ 07-14-25 work session minutes



City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Meeting Agenda City Commission

WORK SESSION

Monday, July 14, 2025

5:00 PM

Commission Chambers

Call to Order, Pledge of Allegiance and Roll Call

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

Absent: Gottlieb

Announcements

Mayor Hanley had no announcements.

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.

1. 401 W. Washington Street Brownfield Discussion

Deputy City Manager Sean Hobbins provided a presentation summarizing the proposed plan for the redevelopment of the building at 401 W. Washington Street and said tonight's work session was intended to get a sense of whether the City Commission would support moving forward with this project in concept.

The proposal would convert a structurally unsound downtown property into a mixed-use building with 11 residential units and two retail spaces. Nine of the residential units would be income-qualified, targeting tenants earning up to 120% of Area Median Income (AMI). The developer is seeking a 20-year TIF reimbursement that includes state and local capture. Discussion touched on broader planning efforts, including the city master plan, the ad hoc housing committee report, and the countywide target market analysis.

Commissioners expressed general support for the project, citing alignment with the City's master plan and housing goals, but discussed the length of the TIF and the number of income-qualified units.

Commissioners provided general support, which should allow staff to proceed with the next steps, including reviews by the Marquette Brownfield Redevelopment

Authority and DDA. The project would have to come back to the Commission at a future date for review and formal consideration.

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.

Adjournment

Mayor Hanley adjourned the meeting at 5:42 p.m.

Jessica Hanley, Mayor

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: 7/28/2025

Consent Agenda - Roll Call Vote

Approve the minutes of the July 14, 2025 regular Commission meeting

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ 07-14-25 regular meeting minutes



City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Meeting Minutes City Commission

Monday, July 14, 2025

6:00 PM

Commission Chambers

Call to Order, Pledge of Allegiance and Roll Call

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

Absent: Gottlieb

Commissioner Jerney Ottaway moved to excuse Commissioner Cary Gottlieb due to personal reasons, seconded by Commissioner Sally Davis and Carried Unanimously

Approval of the Agenda

Commissioner Jerney Ottaway moved to Approve the agenda with the addition of a proclamation recognizing the NASA-Kall Morris, Inc. partnership and honoring astronaut Sunita L. Williams, seconded by Commissioner Sally Davis and Carried Unanimously.

Announcements

Mayor Hanley had no announcements.

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

Matthew Luttenberger discussed plans and funding for Lakeview Arena.

Cathy Ruprecht thanked the city for repairing the stairs on Presque Isle and highlighted an upcoming training focused on crafting animal-related disaster preparedness.

Presentation(s)

1. Marquette Public Art Commission, by Brianna Hobbins

Brianna Hobbins, Chair of the Marquette Public Art Commission, presented the Commission with the annual update from the board. She highlighted milestones that included the installation of Phase 1 of the Seven Grandfather Teachings Monument by Jason Quigno, the "Oscillation" public art installation, the Cultural Trail story markers, and educational outreach. She also detailed upcoming projects such as Phase 2 of the monument, continued work on the Cultural Trail, and plans for public art maintenance and future installations. Commissioners expressed appreciation for the group's work and the impact on the community.

2. Consent Agenda

Mayor Pro Tem Paul Schloegel moved to Approve the Consent Agenda as amended, seconded by Commissioner Cody Mayer and Carried Unanimously.

2.a. Approve the minutes of the June 30, 2025 regular Commission meeting

2.b. Approve the total bills payable in the amount of \$958,652.62

2.c. Art on the Rocks - Special Event Permit

2.d. National Opioid Settlements

2.e. Ore to Shore - Special Event Permit

2.f. Schedule Public Hearing - Downtown Development Authority TIF Plan

2.g. Shipwrecked Vending, LLC – Lease Agreement

2.h. Proclamation recognizing the NASA-Kall Morris, Inc. partnership and honoring astronaut Sunita L. Williams

New Business

3. Former Hospital Redevelopment Site - Traffic Study Contract Approval

Commissioner Sally Davis moved to Approve a contract with DLZ Michigan, Inc at a cost not to exceed \$42,000 for the work shown in the attached proposal, authorize the City Manager to waive competitive bidding requirements and authorize the Mayor and Clerk to sign the contract, seconded by Commissioner Michael Larson and Carried Unanimously.

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

Matt Luttenberger spoke about transportation planning concerns.

Caleb Gordon introduced himself and said he will be covering local events for the Radio Results Network.

Comments from the Commission

Mayor Pro Tem Schloegel reminded residents to stay alert during the busy tourism season due to increased foot and bike traffic, praised the Cultural Trail and the Public Art Commission's work, and noted the upcoming celebration of life for David Boyd at the Peter White Public Library.

Commissioner Ottaway thanked the police department and volunteers for a safe and successful Fourth of July, praised the increased use of bike patrols, and criticized unconstructive online complaints directed at volunteer-run events like the fireworks.

Commissioner Davis supported the earlier public comment advocating for more skating opportunities at Lakeview Arena.

Mayor Hanley promoted upcoming events including the Hiawatha Music Festival and Blueberry Fest and encouraged public attendance and safe participation.

Commissioners Larson and Mayer had no comments.

Comments from the City Manager

City Manager Karen Kovacs thanked city staff who worked over the Fourth of July holiday, including the police, fire, public works, and utility employees. She also acknowledged the Marquette Brownfield Redevelopment Authority for providing funding to support the newly approved traffic study, emphasizing its importance for guiding future redevelopment in the former hospital area.

Adjournment

Mayor Hanley adjourned the meeting at 6: 45 p.m.

Jessica Hanley, Mayor

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: 7/28/2025

Consent Agenda - Roll Call Vote

MSHS Cross Country Non-Profit Status - Roll Call Vote

BACKGROUND:

A representative of the Marquette Senior High School (MSHS) Cross Country Booster recently contacted the City and requested the adoption of a resolution recognizing them as a local non-profit organization. They plan to conduct their fundraising raffle on August 28, 2025. The Bureau of State Lottery requires the local governing body to first recognize their designation as a non-profit agency. The group has provided the City with a copy of the proposed resolution, a roster of their board of directors, the date of the raffle, confirmation of their IRS 501(c)(3) designation, bylaws and articles of incorporation. Organizations supply this information when asking the Commission for this recognition, in accordance with City Commission Policy 2011-01.

FISCAL EFFECT:

None to the City.

RECOMMENDATION:

Adopt the resolution recognizing the MSHS Cross Country Booster as a non-profit organization operating in the community for the purpose of obtaining a charitable gaming license, and authorize the Clerk to sign the resolution.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ MSHS Cross Country Booster Letter of Request
- ▣ Resolution

MSHS Cross Country Booster
416 W. Ohio St.
Marquette, MI 49855

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

Re: Local Governing Body Resolution for Charitable Gaming License

Dear City Commission of Marquette,

The MSHS Cross Country Booster is requesting a license to conduct a raffle to be drawn at our first home meet August 28, 2025.

Enclosed you will find the Local Governing Body Resolution for Charitable Gaming Licenses, which is required by the Charitable Gaming Division.

Thank you for your time and consideration.

Sincerely,

Melissa Wernholm



Charitable Gaming Division
Box 30023, Lansing, MI 48909
OVERNIGHT DELIVERY:
101 E. Hillsdale, Lansing MI 48933
(517) 335-5780
www.michigan.gov/cg

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL.432.103a(i)(ii))

At a _____ meeting of the _____
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by _____ on _____
DATE

at _____ a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from _____ of _____,
NAME OF ORGANIZATION CITY

county of _____, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for _____.
APPROVAL/DISAPPROVAL

APPROVAL

Yeas: _____

Nays: _____

Absent: _____

DISAPPROVAL

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the _____ at a _____
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on _____.
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

COMPLETION: Required.
PENALTY: Possible denial of application.

BSL-CG-1153(R4/24)

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 7/28/2025

Consent Agenda - Roll Call Vote

Kurt Lahtinen - Guts Frisbee Tournament - Special Event Permit

BACKGROUND:

Kurt Lahtinen is requesting a three-year Special Events Permit for City Parks, Streets, Buildings and Grounds to use the Tourist Park Day Use Area for the U.S. National Guts Frisbee Tournament on the following dates: August 2-3, 2025; August 1-2, 2026; and August 7-8, 2027. Staff has worked with the City Attorney and Kurt Lahtinen to develop the permit.

Mr. Lahtinen has not yet received his insurance certificate, so approval of the permit will be subject to receipt of proof of insurance coverages as required by the Permit.

FISCAL EFFECT:

The Guts Frisbee Tournament was approved for Promotional Funds credit totaling \$790 so the revenue from FY25 will be \$700.

RECOMMENDATION:

Approve the Special Event Permit for City Parks, Streets, Buildings and Grounds with Kurt Lahtinen, and authorize the Mayor and Clerk to sign the agreement once City staff has received the proof of the required insurance coverages.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

▣ Permit

**SPECIAL EVENTS PERMIT FOR CITY PARKS,
STREETS, BUILDINGS AND GROUNDS**

THIS AGREEMENT, made this _____ day of _____, 2025 between CITY OF MARQUETTE, a Municipal Corporation, of 300 W. Baraga Avenue, Marquette, Michigan, 49855, hereinafter referred to as the "CITY", and KURT LAHTINEN of 1905 Mildred Avenue, Marquette, Michigan 49855, hereinafter referred to as "PERMITTEE".

INSTRUCTIONS - PERMITTEE shall comply with all sections of this permit with a darkened box (■) .

WITNESSETH:

- (1) Description. The CITY in consideration of the terms, conditions, covenants and agreements to be performed by PERMITTEE, does hereby grant to PERMITTEE permission to use and occupy the following ["premises"]:

TOURIST PARK DAY USE AREA

- (2) Term. The term of this Permit shall be for the periods:

August 2, 2025 from 8:00 a.m. until August 3, 2025 at 10:00 p.m.;
August 1, 2026 from 8:00 a.m. until August 2, 2026 at 10:00 p.m.; and
August 7, 2027 from 8:00 a.m. until August 8, 2027 at 10:00 p.m.

- (3) Acceptance of Premises. PERMITTEE has examined and is satisfied with the physical condition of the premises, and accepts the premises in their "as is" condition.

- (4) Use. PERMITTEE may use and occupy the premises for:

"US NATIONAL GUTS FRISBEE TOURNAMENT"

and for no other reason. The use and occupancy shall only be under PERMITTEE'S name or any assumed name of PERMITTEE. PERMITTEE shall not use or knowingly allow any part of the premises to be used for any unlawful purpose. In the event of any violation of this provision the CITY at its sole discretion may terminate this Permit and expel PERMITTEE from the premises. PERMITTEE waives, releases and relinquishes all claims of right or interest in the premises, other than as granted pursuant to this Permit.

- (5) Fees. PERMITTEE shall be responsible for paying the following fees in connection with the use of the PREMISES:

**Tourist Park Day Use Area
Tourist Park Day Use Area**

**1st day Exclusive Use \$800
2nd day Exclusive Use \$690**

Trash drum liners (@ current cost) \$ _____ **

All user fees may be increased to annually based on CITY's standard increases. CITY shall provide notification to PERMITTEE of any increase in fees at least 45 days prior to the event each year.

****PERMITTEE** may pickup thirty (30) or more 55 gallon trash drums from the CITY for use during the event and must return the drums to the City no later than 5:00 p.m. the Monday immediately after the event ends.

- (6) **Clean-up, Repairs, Maintenance and Damage.** PERMITTEE shall be solely responsible for clean-up of the premises and the repair expense for any damage caused to the premises throughout the term of this Permit. PERMITTEE shall, at the direction of the CITY, provide a sufficient number of dumpsters and trash collection cans for the event. PERMITTEE will be responsible to reimburse the CITY for out-of-pocket costs (i.e. tipping fee) associated with trash removal and disposal. The CITY strongly encourages PERMITTEE to utilize volunteers for clean-up.

PERMITTEE shall take good care of and shall keep the premises, including its fixtures and furnishings, in a clean, safe, orderly and sanitary condition including, but not limited to, keeping all sidewalks, parking areas, alleys, roadways and facilities/areas which are a part of the premises, neat and clean; guarding all defects on the premises which may be a hazard to the general public and business invitees; and promptly removing all debris or any other material which may be a hazard to the general public and business invitees. PERMITTEE shall promptly make all repairs which are required to maintain the premises in the condition which existed upon the commencement of its actual use and occupancy. PERMITTEE shall not be required to repair plumbing and electrical components of the premises for damages which is not caused by the PERMITTEE, its guests or invitees. At the termination of this Permit, PERMITTEE shall yield and deliver up the premises in like condition, reasonable use and wear thereof and damage by the elements exempted.

- (7) **Clean-up and Damage Bond.** PERMITTEE shall deposit with the Parks and Recreation Department a clean-up and damage bond in the form of cash or certified check payable to the CITY, in the amount of \$250.00. This will correlate with the type of insurance required. The bond should be deposited with the Community Services Department - Parks and Recreation Division at the time the application is submitted, when possible, but is required prior to the permit being presented to the City Commission for approval. The bond shall be processed to be returned to PERMITTEE, without interest, within seven (7) days after all of the following have occurred:

- (a) PERMITTEE has complied with all terms of this Permit, including completely vacating the premises by the required time period.

- (b) the term of the Permit has expired;
- (c) PERMITTEE has fully performed the restoration and clean-up of the premises to an “as-is” or better condition as prior to the event; and
- (d) PERMITTEE has paid all fees set forth herein.

Should PERMITTEE fail to comply with any of these terms, the CITY may retain the clean-up and damage bond and if the amount thereof is insufficient, pursue all other remedies.

- ☐ (8) **Electrical Permits.** For any event, carnival or fair connecting to or modifying an existing electrical source or service, PERMITTEE covenants and agrees to designate a licensed electrical contractor and secure an electrical permit in compliance under Article 525 of the current National Electric Code. An electrical permit shall be obtained two (2) weeks prior to the event and a copy shall be provided to the Community Services Department - Parks & Recreation Division office at least one (1) week prior to the event. Inspections shall be requested by the electrical contractor prior to the opening of the event, or use of the electrical service.
- ☐ (9) **All Utilities.** The CITY agrees to allow PERMITTEE to use existing electrical and water services for food and beverage concessions, lighting and audio equipment. However, the CITY shall not be responsible for any damages whatsoever due to any interruption in electrical, water or other services.

There shall be no modification or alteration of the CITY’s electrical supply boxes or other equipment, unless prior approval has been obtained from the CITY and any work is approved by the CITY’s electrical inspector. All such work must be done by a licensed electrical contractor at PERMITTEE’S sole expense.

- (10) **Reimbursement of Utility Costs.** PERMITTEE shall reimburse the CITY the sum of \$350.00 for the costs of electric, water and other utility services utilized by the PERMITTEE, its vendees and concessionaires.
- (11) **Signs.** PERMITTEE shall be entitled, at PERMITTEE’S own expense, to install signs and banners along the premises. Signs shall comply with the City of Marquette Land Development Code.
- (12) **Insurances.** CERTIFICATES OR OTHER EVIDENCE OF ALL REQUIRED COVERAGES AND ENDORSEMENTS MUST BE FILED WITH THE COMMUNITY SERVICES DEPARTMENT - PARKS & RECREATION DIVISION NO LATER THAN THE DATES LISTED WITH EACH TYPE OF INSUARNCNE. FAILURE TO ABIDE BY THE REQUIRED DATES WILL RESULT IN THE EVENT BEING CANCELLED OR RESTRICT THE TYPE OF ACTIVITY THAT MAY OCCUR AT THE EVENT.

■ **General Liability**

PERMITTEE shall carry comprehensive general liability insurance, including premises and all operations, through companies licensed and admitted to do business in Michigan, which shall provide protection from all claims of damage or injury, including death, to persons and property which may arise out of, result from or be caused by PERMITTEE'S use or occupancy of the premises or its operations conducted thereon, with occurrence and aggregate limits of not less \$1,000,000, per occurrence.

THE CITY, ITS OFFICERS AND EMPLOYEES SHALL BE NAMED AN ADDITIONAL INSURED AND THIS COVERAGE SHALL BE ENDORSED ON THE CERTIFICATE AND POLICY "AS BEING PRIMARY TO THE CITY, AND NOT IN EXCESS OF ANY OTHER INSURANCE, SIMILAR PROTECTION (E.G. RISK MANAGEMENT ASSOCIATION) OR ANY OTHER VALID, APPLICABLE, OR COLLECTABLE INSURANCE OR SELF-INSURANCE WHICH IS OR MAY BE AVAILABLE TO OR CARRIED BY THE CITY."

PERMITTEE shall, no later than 30 days prior to the Event, provide the CITY with a certificate or other evidence of the required coverage. The certificate or other evidence of coverage shall provide a thirty (30) day written notice to the CITY in the event of cancellation or material changes in the coverage. Failure to abide by this provision will result in cancellation of the event.

☐ Liquor Liability.

PERMITTEE or its designee (for example, a local service club) shall carry liquor liability insurance with combined limits of not less than \$500,000 insuring for any and all damage and liability which may be caused by, related to or arise out of the sale, furnishing, giving, distribution or consumption of alcoholic beverages on the premises.

PERMITTEE shall, no later than 7 days prior to the Event, provide the CITY with a certificate or other evidence of liquor liability insurance coverage. The certificate or other evidence of coverage shall provide a thirty (30) day written notice to the CITY in the event of cancellation or material changes in the coverage. Failure to abide by this provision will result in the prohibition of the sale, furnishing, giving, distribution or consumption of alcohol beverages at the event.

☐ Motor Vehicle Liability

PERMITTEE shall also obtain and maintain vehicle liability coverage for all owned, non-owned and hired motor vehicles which may be operated, maintained or used on the premises. Minimum combined limits of \$500,000 shall be maintained.

PERMITTEE shall, no later than 30 days prior to the Event, provide the CITY with a certificate or other evidence of the required coverage. The certificate or other evidence of coverage shall provide a thirty (30) day written notice to the CITY in the event of cancellation or material changes in the coverage. Failure to abide by this provision will result in the prohibition of use of any motor vehicle at the event.

■ Food

PERMITTEE or its designee shall carry products and completed operations coverage insurance with combined limits of not less than \$500,000 insuring for any and all damage and liability which may be caused by, related to or arise out of the sale, furnishing, giving, distribution or consumption of food on the premises.

PERMITTEE shall, no later than 30 days prior to the Event, provide the CITY with a certificate or other evidence of the required coverage. The certificate or other evidence of coverage shall provide a thirty (30) day written notice to the CITY in the event of cancellation or material changes in the coverage. Failure to abide by this provision will result in the prohibition of the sale, furnishing, giving, distribution or consumption of food at the event.

■ Other insurance.

If PERMITTEE employs any independent contractor or others for any purpose whatsoever in relation to its use or occupancy of the premises, or for any operations or maintenance connected therewith, PERMITTEE shall obtain and maintain, or cause said independent contractor to obtain and maintain, policies of workers compensation insurance and such other liability insurance of the types and in the amounts outlined above which will provide coverage to the CITY, its officer and employees for all claims which may arise out of, result from or be caused by that work.

PERMITTEE shall, no later than 30 days prior to the Event, provide the CITY with a certificate or other evidence of the required coverage. The certificate or other evidence of coverage shall provide a thirty (30) day written notice to the CITY in the event of cancellation or material changes in the coverage. Failure to abide by this provision will result in the prohibition of use of any independent contractor or other person or entity in connection with the event.

- (13) Indemnity. PERMITTEE covenants and agrees to indemnify, protect, defend and save the CITY, its officers and employees harmless from any claim, action or suit for any loss, liability and damages that may be asserted or levied against the premises or the CITY, its officers or employees, in whole or in part by

reason of PERMITTEE'S acts or omissions, or by its use or occupancy of or its operations on the premises or by reason of any other person on the premises by contract, invitation or license, including any expenses, costs and attorney fees incurred in connection with any such claim, action or suit. In the event of any incident occurring on the premises resulting in any personal injury, including death, to any person, PERMITTEE shall give notice to the CITY within twelve (12) hours after the occurrence thereof or after PERMITTEE learns of such occurrence.

The indemnity, defense and hold harmless requirements shall include and extend to bodily injury to any person or injury to any property of PERMITTEE, its employees and all persons on the premises by contract, invitation or consent.

All property kept, stored or maintained in the premises shall be so kept, stored or maintained at the risk of PERMITTEE only.

- (14) Right of Inspection and Access. The CITY may enter the premises at any time to examine, inspect and to do whatever the CITY may deem necessary or desirable to determine compliance with or to enforce the terms of the permit. Marquette police, fire and other enforcement personnel shall have unrestricted access to the premises at all times.
- (15) Compliance With Rules and Regulations. PERMITTEE shall abide by all laws, statutes, ordinances, governmental orders, rules and regulations which control or in any manner affect or relate to the use or occupancy of the premises, or operations conducted thereon.
- (16) Concessions. PERMITTEE or its designees shall be allowed to sell assorted food and beverage items and to run concession stands during the term of the Permit. PERMITTEE or its designee shall obtain all necessary licenses and/or permits from the appropriate state, county or city governmental authorities. All concessions will be closed by 10:00 p.m. each day. A copy of each license and/or permit obtained by PERMITTEE must be provided to the Parks & Recreation Department no later than 2 weeks prior to the event. PERMITTEE shall submit a list of all food concessionaires to the Fire Marshall's office one (1) week prior to the event. PERMITTEE shall notify and require the following of all food concessionaires:
 - (a) A fire extinguisher shall be provided in all tents and in all areas and enclosures used for cooking.
 - (i) The fire extinguisher shall be a 1A:20B: C type, a minimum of 5 pounds.
 - (ii) Proof that the fire extinguisher has been serviced within the last year is required.
 - (iii) The extinguisher shall be tagged with the date and service provider.

(iv) If the fire extinguisher was purchased within the last year, a sales slip must be provided.

(v) The unit shall be mounted on the center post of each tent, not more than five (5) feet of the ground and accessible for use in an emergency.

(b) All propane tanks used for cooking shall be secured so as to prevent tipping. The tanks shall be remote from congested areas.

(c) Only approved, heavy-duty extension cords shall be used and all electrical connections shall be protected.

If the vendor fails to comply with these requirements, they will not be permitted to participate in the event.

☐ (17) Alcoholic Beverages. PERMITTEE or its designee shall be allowed to sell and/or furnish beer and wine on the premises as follows:

from _____ a.m. / p.m. until _____ a.m. / p.m. on _____ 20__;
from _____ a.m. / p.m. until _____ a.m. / p.m. on _____ 20__;
from _____ a.m. / p.m. until _____ a.m. / p.m. on _____ 20__;
from _____ a.m. / p.m. until _____ a.m. / p.m. on _____ 20__;

PERMITTEE is solely responsible for obtaining all necessary licenses and permits in order to sell and/or furnish alcohol products. A copy of each license and/or permit obtained by PERMITTEE must be provided to the Parks & Recreation Department no later than 7 days prior to the event. Failure to abide by this provision will result in the prohibition of the sale, furnishing, giving, distribution or consumption of alcohol beverages at the event.

If an additional day is needed for the event due to inclement weather, the time for selling and/or furnishing beer and wine on the premises shall be from _____ a.m. / p.m. until _____ a.m. / p.m. on _____, 20__. The sale, furnishing and consumption of alcoholic beverages is specifically conditioned upon PERMITTEE or its designee obtaining and maintaining the appropriate license or permit from the Michigan liquor control commission at all relevant times and on PERMITTEE or its designee obtaining and maintaining liquor liability insurance as required in this Permit.

■ (18) Exclusive Use. PERMITTEE shall have the exclusive use of the premises during the term of this permit.

☐ (19) Admission. PERMITTEE may charge admission to the general public to enter premises. Entry shall not be denied to any individual based upon race, sex, age, creed, or national origin.

- (20) Police and Fire Protection. PERMITTEE shall fully reimburse the CITY at overtime and fringe benefit rates for all additional police and/or fire department officers who are assigned to the premises, or the vicinity thereof, because of the use or occupancy thereof by PERMITTEE.
- (21) Parking and Traffic. PERMITTEE shall prohibit all motor vehicles in or on the premises and shall cause all streets and alleys to be properly barricaded and signed. All motor vehicles shall be operated only on established roads and parked in designated areas. All fire lanes and no parking zones shall be maintained during the event.
- (22) Health and Sanitation Facilities. PERMITTEE shall furnish and maintain a sufficient number of portable bathrooms and washing facilities, at PERMITTEE'S expense. This number shall be determined by the Marquette County Health Department. Each bank or group of portable restrooms shall have a minimum of one (1) barrier free/ADA compliant restroom. A bank or group consists of ten (10) or less portable restrooms.
- (23) Compliance with PERMITTEE'S Representations. PERMITTEE shall fully comply with all representations and promises set forth in its Application for Special Events Permit
- ☐ (24) Equipment and Services. The CITY agrees to have the following equipment and services available during the term of this Permit:

- (25) Security. It shall be PERMITTEE'S sole responsibility to provide security throughout the term of the event. The Chief of Police or designee shall establish the number of security personnel whom PERMITTEE shall be required to have on the premises. The security shall be provided by a licensed and certified security agency, whose members shall be in identifiable uniforms.
- (26) Bleachers, Booths, Fencing and Tents. PERMITTEE shall be solely responsible for the construction and removal of any bleachers, booths, fencing, tents or structures used during the course of the event, except that CITY shall be responsible for booths located within the Arena.
- (27) Reimbursement of Other Costs. PERMITTEE shall reimburse the CITY for all cost relating to the use of barricades, fencing, bleachers and other facilities and equipment provided by the CITY. PERMITTEE, on behalf of the organization, agrees to reimburse the City of Marquette for its "out-of-pocket" expenses which includes but is not limited to overtime of City employees and trash disposal tipping

fees at landfills. City staff is readily accessible to discuss out-of-pocket cost estimates and ways to reduce these costs. All City of Marquette invoices sent to organizations for reimbursement of out-of-pocket costs are due within thirty (30) days.

- (28) Tents. All tents or air supported structures used during the term of the permit shall comply with Section 31 of the Michigan Building Code and Section 24 of the International Fire Code. Material of all tents shall be of non-combustible material or flame resistant material conforming to NFPA 701, treated in an approved manner to render the material flame resistant. Appropriate documentation must be presented to any Building Code Enforcement Officer, Fire Official or other Code Official upon request. A copy shall also be retained on the premises where the tent is located. The documentation must attest to the following information relative to the flame resistance of the fabric:

- (a) Name and address of the owners of the tent or air supported structure.
- (b) Date the fabric was last treated with flame resistant solution.
- (c) Trade name of kind of chemical used in treatment.
- (d) Name of person or firm treating the material.
- (e) Name of testing agency and test standard by which the fabric was treated.

If more than one tent or air supported structure is located on the premises a copy of all required documentation for each tent or structure shall be kept at a central location on the premises. The use of gasoline, gas, charcoal or any other cooking devices or any unapproved flame inside or within 20 feet of a tent or other air supported structure is strictly prohibited.

- (29) Fire.
 - (a) No open flames or explosives shall be permitted for decoration, display or use without permission from the Fire Department.
 - (b) The use of paper or fabric for coverings or decoration shall not be permitted unless proof is submitted to the Fire Department that such materials are flame proof.
 - (c) All seating capacity and room arrangements shall be approved by the Fire Department.

(d) An access lane, a minimum of eighteen (18) feet wide, shall be maintained leading into and out of the event so that emergency vehicles can enter in case of an emergency.

(e) Barricades or any type of obstruction which could impede or interfere with fire suppression forces shall not be erected.

- (30) Music. PERMITTEE shall be solely responsible for obtaining the appropriate license to present any music covered by copyright, whether by live performance, recorded music or retransmission of radio and/or television broadcast. The PERMITTEE covenants and agrees to indemnify, protect, defend and save the CITY, its officers and employees harmless from any claim, action or suit or for any loss, liability and damages that may be asserted or levied against the CITY, its officers or employees, based in whole or in part upon a claim of copyright infringement.

- (31) Conditions/Requirements. Additional conditions and requirements of this permit are as follows:

PERMITTEE must have all items removed from the park by 5:00 p.m. on the Monday following the event. PERMITTEE will be charged \$400.00 for each day after 5:00 p.m. on required date that any equipment, trailer, vehicle, tent or other item remains in the Tourist Park.

PERMITTEE is required to comply with Tourist Park camp ground rules and accordingly shall ensure that all music and noise from all participants at the event is quieted by 10:00 p.m.

- (32) Cancellation or Modification. It is understood and agreed that ten (10) days advance written notice of any cancellation, reduction and/or material changes in the proposed agenda will be provided to the Community Services Director, City of Marquette, 401 East Fair Avenue, Marquette, Michigan, 49855.
- (33) Duplicate Original Copies. This Permit is executed in triplicate original copies, two of which shall be retained by the CITY and one by PERMITTEE, each of which shall be deemed to be an original, but all of which shall be construed as one and the same document.
- (34) Governing Law. This Permit and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Michigan.
- (35) Paragraph Headings. The paragraph headings appearing in the Permit have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit or extend the scope or intent of the paragraphs to which they appertain.

- (36) Entire Agreement. This Permit represents the entire agreement of the parties and shall be deemed to be an integrated agreement containing all prior and contemporaneous oral and written agreement between the parties, and shall not be modified in any part, except in a writing signed by all parties.

IT SHALL BE THE RESPONSIBILITY OF THE PERMITTEE TO DESIGNATE A SPECIFIC LOCATION ON THE PREMISES AS ITS HEADQUARTERS AND TO HAVE AVAILABLE AT THAT LOCATION, AT ALL TIMES THE PREMISES ARE OPEN TO THE PUBLIC AND DURING SET UP OR CONSTRUCTION, AT LEAST ONE PERSON WHO HAS THE KNOWLEDGE AND AUTHORITY TO REPRESENT PERMITTEE CONCERNING ALL ACTIVITIES CONDUCTED UNDER THE TERMS OF THE PERMIT. FAILURE TO COMPLY WITH THIS SECTION OR ANY OTHER TERM OF THE PERMIT SHALL BE CAUSE FOR THE CITY MANAGER, CHIEF OF POLICE, FIRE CHIEF, OR DESIGNEE TO IMMEDIATELY REVOKE THIS SPECIAL EVENTS PERMIT AND TO REQUIRE PERMITTEE TO VACATE THE PREMISES.

The parties hereto have hereunto set their hands and seals the day and year first above written.

CITY OF MARQUETTE

Jessica Hanley, Mayor



Kurt Lahtinen

Kyle Whitney, City Clerk

Approved as to Substance:

Karen M. Kovacs, City Manager

Approved as to Form:

Suzanne C. Larsen, City Attorney

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 7/28/2025

Consent Agenda - Roll Call Vote **Long Line Traffic Markings**

BACKGROUND:

Annually the Department of Public Works outsources the painting of the long line traffic markings on the major streets for the City. The volume of work changes from year to year and the City has not surpassed the \$25,000 purchasing threshold the past few years. This year the City will surpass that threshold. The recommended contractor is the only company with a local (Negaunee) office performing this type of work so we recommend waiving competitive bidding and authorize completion of the work in an amount not-to-exceed \$35,000. They are also used by MDOT across the Upper Peninsula.

FISCAL EFFECT:

The Major Street Routine Maintenance Fund has \$35,000 allocated for this contracted maintenance service. Additionally, part of the work qualifies for funding from the Road Safety Improvement Fund which contains adequate funds.

RECOMMENDATION:

Waive competitive bidding and authorize P.K. Contracting of Troy, Michigan to complete the long line traffic markings for an amount not-to-exceed \$35,000.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 7/28/2025

Consent Agenda - Roll Call Vote **Ordinance 25-09: Street-Naming Process**

BACKGROUND:

As various development projects occur throughout the City, a number of new streets may be coming online in the coming months. In anticipation of this, staff is recommending an amendment to the official process for naming new streets.

The draft ordinance, attached, simplifies this process, allowing for new streets to be officially named by resolution of the city commission, which will serve as an amendment to the city's official street map.

Per City Charter, an ordinance cannot be adopted at the meeting at which it is introduced. This ordinance will appear at a future meeting for final consideration.

FISCAL EFFECT:

None by this action.

RECOMMENDATION:

Move Ordinance 25-09 to the next regular meeting for consideration.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▢ Ord. 25-09 draft

ORDINANCE #25-09
AN ORDINANCE TO AMEND MARQUETTE CITY CODE
CHAPTER 42 TO UPDATE THE PROCESS FOR NAMING NEW
STREETS

INTENT

The purpose of this ordinance is to amend Article III of Chapter 42 of the Marquette City Code, to allow for the naming of new streets by commission resolution.

The City of Marquette Ordains:

SECTION 1. That Sections 42-72, 42-78 and 42-79 are hereby repealed.

SECTION 2. That a new Section 42-72 is hereby adopted to read as follows:

Sec. 42-72. Numbering map.

The official city street map is hereby adopted as the official property numbering map of the city, and all property numbers assigned shall be assigned in accordance with this numbering map, and no other property numbers shall be used or displayed in the city. The property numbering map shall be maintained in the office of the city planner.

SECTION 3. That new Sections 42-78 and 42-79 are hereby adopted to read as follows:

Sec. 42-78. Street names.

(a) All streets shall be known and designated by the names applied thereto on the official city street map, a copy of which will be maintained in the office of the city engineer and made available to the public. The naming of any new street shall be done by resolution of the city commission and shall follow the guidelines presented in subsections (1) through (3) of this section. Such resolution shall amend the aforementioned map.

(1) A continuous street, or one proposed to be continuous, should bear the same name throughout.

i. Lakeshore Boulevard North and West of Peter White Drive as Island Beach Road-renamed by confirmation of the city commission 2/11/13.

(2) A discontinuous street, whose segments would meet if extended in a direct line, should bear the same street for each of the segments, regardless of interruptions.

(3) Duplication of street names shall not be permitted. Similar sounding names are considered to be duplications regardless of spelling differences.

Sec. 42-79. Vacating streets.

Vacated portions of streets and alleys shall be eliminated from the official city street map.

SECTION 4. That this ordinance shall take effect ten days after adoption but not before publication.

Jessica Hanley, Mayor

Kyle Whitney, City Clerk

Date Adopted: _____

Date Published: _____

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 7/28/2025

Consent Agenda - Roll Call Vote

Resolution in Support of Expanding Amtrak Rail Service to Michigan's Upper Peninsula - Roll Call Vote

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

▣ Resolution



Resolution in Support of Expanding Amtrak Rail Service to Michigan's Upper Peninsula

WHEREAS, the City of Marquette recognizes the importance of accessible, reliable, and efficient transportation infrastructure in promoting regional connectivity and economic vitality; and

WHEREAS, the expansion of Amtrak's passenger rail service into Michigan's Upper Peninsula would provide a transformative opportunity to strengthen the connection of the two peninsulas of Michigan with interstate mobility, equitable opportunity for critical services, and provide safe travel options for residents, visitors, and businesses; and

WHEREAS, increased transportation access has been shown to stimulate economic development by attracting tourism, supporting local commerce, enabling workforce mobility, and enhancing the quality of life for community members; and

WHEREAS, Marquette, as a regional hub and destination city, is uniquely positioned to serve as a strategic gateway for enhanced rail connectivity, linking the Upper Peninsula to larger metropolitan areas and fostering a more resilient and diversified economy; and

WHEREAS, Amtrak's expansion into underserved regions such as the Upper Peninsula aligns with national goals to invest in infrastructure, reduce carbon emissions, and promote sustainable transportation alternatives; and

WHEREAS, Michigan's Upper Peninsula already possesses significant rail infrastructure, including active freight rail lines and established easements under the ownership of the Michigan Department of Transportation (MDOT), which present a practical and cost-effective foundation for passenger rail expansion; and

WHEREAS, establishing rail connections between Michigan's Upper Peninsula and existing Amtrak routes in Wisconsin would not only link critical economic corridors, but also strengthen the broader Midwest economy by facilitating the movement of people, goods, and services across state lines;

NOW, THEREFORE, BE IT RESOLVED, that the City of Marquette formally supports and advocates for the expansion of Amtrak rail service to the Upper Peninsula of Michigan, including but not limited to potential routes and station placements that serve Marquette and surrounding communities;

BE IT FURTHER RESOLVED, that the City of Marquette urges state and federal transportation agencies, regional stakeholders, and elected officials to prioritize funding, planning, and partnerships that make this vital transportation investment a reality;

BE IT FINALLY RESOLVED, that a copy of this resolution be transmitted to the Michigan Department of Transportation (MDOT), Amtrak leadership, and Michigan's congressional delegation to demonstrate the City of Marquette's strong support for expanding rail service into the Upper Peninsula.

Duly adopted by the Marquette City Commission on this ____ day of _____, 2025.

Jessica Hanley, Mayor

Certified to be a true copy on this ____ day of _____, 2025.

Kyle Whitney, City Clerk

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 7/28/2025

New Business

City Manager and City Attorney Evaluation Subcommittee

BACKGROUND:

The City Commission annually appoints three Commissioners to serve on a committee to review and compile the City Manager's and City Attorney's performance evaluations and to make recommendations regarding future terms of employment and compensation.

FISCAL EFFECT:

None with this action.

RECOMMENDATION:

Authorize the Mayor to appoint three Commissioners to serve on the City Manager and City Attorney Evaluation Subcommittee with an immediate charge to evaluate the City Manager's and City Attorney's performance in Fiscal Year 2025 and bring back a recommendation for compensation and terms of employment at the City Commission's September 29th regular meeting.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 7/28/2025

New Business

Delegate - Michigan Municipal League Convention

BACKGROUND:

Each year the Michigan Municipal League holds a meeting of its members, which includes the election of trustees, voting on policy issues and other business. In accordance with Michigan Municipal League's bylaws, each member municipality is asked to appoint one official voting delegate to represent the municipality at this annual meeting.

The Michigan Municipal League Annual Meeting will take place in Grand Rapids, September 17-19, 2025.

FISCAL EFFECT:

None by this action.

RECOMMENDATION:

Authorize the Mayor to appoint one City delegate to attend the 2025 Michigan Municipal League annual meeting.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 7/28/2025

New Business

Subcontract - KBIC and City of Marquette Forecast Grant Administration

BACKGROUND:

The Keweenaw Bay Indian Community was awarded a \$110,000 grant from the Forecast Public Art Foundation, funded by the Mellon Foundation, to complete Phase II of the Seven Grandfather Teachings Monument. Phase II, a sculptural centerpiece titled "Ishkode", will represent the Three Fires Confederacy.

The Seven Grandfather Teachings Monument was originally developed in partnership with the City's Public Art Commission and indigenous sculptor Jason Quigno. Phase I, which included the installation of seven symbolic boulders, was completed with funding from the City's Public Art Fund and the NEA Our Town Grant.

In the fall 2024, the City's Office of Arts and Culture prepared and led the grant application, along with the KBIC, with the understanding that the City would manage the project and retain ownership of the completed work.

To streamline grant administration, KBIC leadership has requested the City serve as a sub-grantee through a process allowed by the Forecast grant. This subcontract will formalize the City's project leadership role while enabling full access to awarded funds.

KBIC has long supported the City's cultural initiatives in an advisory capacity, offering expertise on Anishinaabe history and providing key support letters for major funding efforts.

FISCAL EFFECT:

None with this action.

RECOMMENDATION:

Approve the subcontract agreement with KBIC to enable efficient execution of this public art project to install phase II of the Seven Grandfather Teachings Monument, and authorize the Mayor and Clerk to sign the agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Forecast Grant Agreement
- ▣ Forecast Subcontract

FORECAST

MIDWEST MEMORY GRANT AGREEMENT

THIS AGREEMENT is effective from January 1, 2025 to December 31, 2026, by and between FORECAST PUBLIC ART ("Forecast"), a non-profit organization, located at 2380 Wycliff St #200, St Paul, MN 55114, and _Keweenaw Bay Indian Community_ ("Project Representative"), a recipient of a Midwest Memory Grant from Forecast. The work proposed in the grant application will hereafter be referred to as "Project".

Main Contact Name (hereinafter referred to as Project Representative): Keweenaw Bay Indian Community (KBIC)

Address: 16429 Beartown Rd.

City, State, Zip: Baraga, MI 49908

Preferred Phone: 906-353-6623

Preferred E-mail: ccowell@kbic-nsn.gov/blapointe@kbic-nsn.gov

Project Title: Seven Grandfather Teachings Monument

Contract/payment contact information:

Name: Keweenaw Bay Indian Community

16429 Beartown Rd.

Baraga, MI 49908

Contact information: Brigitte LaPointe-Dunham, CEO

The Project Representative and Forecast agree to the following obligations for the Midwest Memory Grant:

1. **Allocation of Funds:** Forecast Executive Director ("Executive Director") or other designated Forecast staff persons have the authority to allocate all funds pertaining to this project. Forecast will provide Project Representative with a grant of \$110,000 to complete the project in accordance with the budget and timeline information submitted with the application. Any revisions to the timeline or budget must be approved by Forecast before execution of this agreement.
 - \$85,000 will be paid after an orientation meeting in January and completion of this signed contract and the Grantee Information Form on Submittable (including a signed contract and W9).

- \$75,000 of this first payment support your project expenses
 - \$10,000 of this first payment supports payments to cultural advisors
 - \$25,000 will be paid following the completion and approval of the capacity building plan, a payment will be made in June 2025.
- 2. **Expectations:** Project Team is expected to:
 - Participate in a virtual kick off orientation session
 - Participate in all in-person retreats (2 total, locations and dates forthcoming)
 - Participate in all virtual cohort gatherings (quarterly)
 - Participate in intake meeting(s) with Forecast to complete and approve a Capacity Building Plan
 - Participate in meetings with your Forecast Technical Assistance provider
 - Provide a final written report at the end of the grant period
 - Share about your project in public virtual events, as needed and requested
 - Participate in evaluation and documentation of your project with Forecast's team
- 3. **Support:** Forecast agrees to provide Project Team with up to 80 hours of technical assistance support throughout the two-year timeline of the project, and will collaboratively create a Capacity Building Plan. Project Team will have access to Forecast's team of Technical Assistance providers, and will be matched with these providers based on identified needs throughout the project period.
- 4. **Publicity:** Forecast agrees to provide publicity for projects and grant related events. Forecast will provide the Project Representative with a program logo and acknowledgment tag line for use in any printed materials (i.e. programs, press releases, signage, flyers, etc.) generated by the Project Representative about the Project. The Project Representative will provide Forecast with written information for media releases and documentation materials as early as possible (ideally two months prior to any public event), including dates, times, information, and a descriptive statement for any public events, workshops, performances related to the Project that the Project Team would like Forecast to promote.
- 5. **Acknowledgement:** The Project Representative agrees to acknowledge that any public event related to this grant is a Forecast activity, and Forecast shall have the right to ensure that all materials related to the event properly credit Forecast Public Art. Recipients agree to use the publicity materials (logo, etc.) given them by Forecast in any printed materials (i.e. signage, programs, press releases, public interviews, etc.). This includes acknowledgement of the Mellon Foundation as the sponsor. In the case of projects with budgets that include funds from other sources, it is the responsibility of the Project Representative to ensure that Forecast is involved in any marketing/publicity decisions regarding the Project and is properly acknowledged, as outlined above, in any written materials.
- 6. **Insurance & Ownership:** Project Team agrees to carry liability and auto insurance. Proof of insurance shall be provided to Forecast upon request. Forecast does not own or hold responsibility for any physical manifestations developed during the grant cycle unless otherwise agreed upon or approved by Forecast and Project Representative.
- 7. **Copyright:** All materials produced by Project Team in connection with the Project shall remain the copyright of the members of the Project Team. The Project Team grants *Forecast a royalty-free, worldwide, irrevocable license to use images of selected designs and completed or in-process work of the Project Team and affiliated Artists for non-commercial, fundraising, educational, or promotional purposes in print or electronically.*
- 8. **Compliance & Safety:** In the performance of the Project, the Project Team shall comply with all applicable federal, state, Tribal, and local laws, rules and regulations. It is understood that all precautions will be taken by the Project Team to discourage safety hazards, and to practice safe working methods.
- 9. **Independent Contractor:** This agreement does not create or imply an employer-employee relationship between Forecast and the Project Representative or Team. The Project Team understands and agrees that they are independent contractors and will not receive any benefits as a part of this Agreement. Any changes to this agreement must be made in writing and

approved by the Executive Director of Forecast before being considered part of this agreement. Failure to fulfill the terms of this Agreement will result in the termination of this Agreement.

10. **Subcontracting:** Grant funds may be used to subcontract the City of Marquette, MI for implementation of grant related activities.
11. **Representative & Creator:** The Project Representative will serve as the representative for the project, and all of the project participants as listed in the proposal. The Project Representative warrants that the Project is the original product of the Project Team's own creative efforts. The Project Representative agrees that all deliverables proposed in the grant application will be clear of any liens or claims arising from any source whatsoever. The Project Representative is responsible for any purchasing of materials or equipment rental associated with the Project and will ensure all appropriate permits and permissions are secured in advance of Project-related activities. Forecast should be notified of any changes to the Project Representative.
12. **Adherence to Proposal:** The Project Team agrees to produce the proposed work(s) in accordance with the application.
13. **Project Reporting:** The Project Representative will supply Forecast with a written final report at the end of the grant period (template to be provided by Forecast). The Project Representative will supply Forecast with images, documentation, and copies of press coverage of the Project.
14. **Indemnity:** Project Representative shall indemnify and hold harmless Forecast against and in respect to any and all claims as to theft or damage of the project materials, and as to any and all liability claims. Project Representative shall indemnify, defend, and hold harmless Forecast against and in respect to any and all claims, costs, and expenses (including, without limitation, attorney's fees) that Forecast shall incur or suffer, which arise, or result from, or relate to any breach of, or failure by the Project Representative to perform any of the representations, warranties, covenants, or agreements in this Agreement or in any other instrument furnished or to be furnished by Project Representative under this agreement, including, but not limited to claims for infringement of copyrights.
15. **Jurisdiction, Venue.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Minnesota. Any dispute between the parties shall be venued in Ramsey County, Minnesota.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written. Please retain a signed copy of this contract for your files, and return a signed copy to Forecast.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written. **Please retain a signed copy for your file, and return a signed copy to FORECAST no later than February 15, 2025**

Signed:

Brigitte LaPointe-Dunham

Forecast:



Project Representative name (print):

Brigitte LaPointe-Dunham, CEO

Theresa Sweetland, Executive Director

Address: 16429 Beartown Rd.
Baraga, MI 49908
906-353-6623
Blapointe@kbic-nsn.gov

FORECAST MIDWEST MEMORY GRANT SUB-CONTRACT

THIS AGREEMENT, made this ____ day of _____ between the Keweenaw Bay Indian Community, hereinafter called "KBIC," of 16429 Beartown Rd, Baraga, MI 49908, and the City of Marquette, of 300 W. Baraga Ave., Marquette, MI 49855 hereinafter called "City."

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

1. Project Name.

The name of the Project shall be Seven Grandfather Teachings Monument.

2. Scope of the Work.

City must provide all the material, supplies, labor, and other services necessary to perform fiscal management for grant funding of the Forecast Public Art Grant as described in the Forecast Memory Grant Agreement dated January 1, 2025 ("Grant Agreement," attached as Exhibit A). City will make commercially reasonable efforts to assist KBIC in complying with the Grant Agreement. These efforts include providing KBIC financial reports or other proof that the City's expenditures comply with the Grant Agreement. City will also ensure that any subcontractors it engages comply with this Agreement.

3. Time of Completion.

The completion date of this Project is December 31, 2026. Despite this completion date, each Party will make commercially reasonable efforts to comply with the Grant Agreement until the Grant Agreement's obligations are terminated.

4. Terms and Conditions

City shall perform all services outlined in the Grant Agreement for implementation of grant-related activities on behalf of KBIC per paragraph 10 of the Grant Agreement.

5. Fee.

Services and reimbursable costs will be billed regularly per the allocation of funds outlined in the Grant Agreement. However, the total amount payable by KBIC to City for these services and costs shall not exceed \$110,000.00. KBIC may provide City with the funds in one lump sum.

6. Billings/Payments.

City shall invoice for services rendered and reimbursable costs incurred on a regular basis. Each invoice shall be due and payable within sixty days of the invoice date. City may, after ten days' written notice to KBIC, suspend the performance of services until all past due amounts are paid.

7. Independent Consultant.

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

8. Miscellaneous.

If any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions shall remain effective and binding upon the parties hereto. The heading or title of a section is provided for convenience and information and shall not serve to alter or affect the provisions included herein. All obligations arising before the termination of this Agreement, as well as all provisions of this Agreement allocating responsibility or liability between the KBIC and the City, shall survive the completion of services and the termination of this Agreement. No waiver, discharge, or renunciation of any claim or right of City arising out of breach of this Agreement by KBIC shall be effective unless in writing signed by City and supported by separate consideration. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signatures transmitted by email, facsimile, or similar electronic means shall operate and be accepted as originals. Each of the Parties shall reasonably execute and deliver such additional documents, instruments, conveyances, and assurances and take further actions as may be reasonably required to carry out the provision of this Agreement and give effect to the transactions contemplated by it. No waiver, modification, or amendment of the Agreement or any covenant, condition, or limitation contained in the Agreement shall be valid unless in writing and duly executed by both Parties. The Agreement contains the entire contract and understanding by and between the Parties, and no statements, promises, or inducements made by either Party or agent of either Party that are not contained in this written Agreement shall be valid or binding.

9. Ownership Of Documents And Works Of Art.

All documents produced under this Agreement, as well as all works of art produced under the Grant Agreement shall be the property of City and may be used by City for any other endeavor without the written consent of the KBIC.

10. Sovereign Immunity.

Nothing in this Agreement will be construed as an express or implied waiver of either Party's sovereign immunity.

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

KEWEENAW BAY INDIAN COMMUNITY

Date: 7-18-25

Robert Curtis, Jr.
By: Robert "RD" Curtis, Jr., KBIC President

CITY OF MARQUETTE

Date: _____

By: Jessica Hanley, Mayor

Date: _____

By: Kyle Whitney, Clerk

APPROVED AS TO SUBSTANCE:

Karen M. Kovacs
City Manager

APPROVED AS TO FORM:

Suzanne C. Larsen
City Attorney