



102 W. Washington Suite 232
Marquette, MI 49855
906-235-2923
ironoreheritage@gmail.com

**IRON ORE HERITAGE RECREATION AUTHORITY
BOARD MEETING
WEDNESDAY, JULY 27, 2022, 4:30 PM
ISHPEMING SENIOR CENTER**

DRAFT AGENDA

- I. ROLL CALL
- II. PUBLIC COMMENT (Agenda Items – Limit to three minutes)
- III. APPROVAL OF CONSENT AGENDA
 - A. June Minutes
 - B. June Financials
 - C. July Bills to be Paid
- IV. APPROVAL OF AGENDA
- V. OLD BUSINESS
 - A. Michigan Grant Updates
 - 1. 2021 Trust Fund Negaunee Boardwalk
 - 2. 2022 MNRTF Development Grant for Lakenenland
 - 3. 2022 MNRTF Acquisition
 - 4. Michigan Spark Grants Update
 - B. Millage Renewal Update
 - C. Negaunee Township Trailhead Project
 - D. Asphalt Repair Project
 - E. 2023 Recreation Plan
 - F. 2022 Maintenance List
 - G. ORV Permits, Parking Lot and Access
 - H. Executive Committee Meeting on Maintenance, Administration
 - I. Eagle Mine/LSCP Green Space Update
- VI. NEW BUSINESS
 - A. Marquette Marathon Permit
 - B. EBike Policy
 - C. Humboldt Township Request to Present at August 8 board meeting
 - D. Mile Marker Costs/Selling Price
- VII. ADMINISTRATOR REPORT
- VIII. BOARD COMMENT
- IX. PUBLIC COMMENT
- X. ADJOURNMENT

NEXT MEETING DATE: Wednesday, August 24, 2022, 4:30 pm Ishpeming Senior Center and Zoom,



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IRON ORE HERITAGE RECREATION AUTHORITY
DRAFT BOARD MEETING MINUTES OF
WEDNESDAY, JUNE 22, 2022

DRAFT MINUTES

- I. ROLL CALL - Don Britton, Chair, Chocolay Township; Nick Leach, Marquette; Glenn Johnson, Vice Chair/Secretary, Marquette Township; Al Reynolds, Exec at Large, Negaunee Township; Larry Bussone, Ishpeming; Dawn Hoffman, Tilden Township; Jim Brennan, Republic Township; Lauren Luce, Treasurer, Marquette County
Excused Absence: Bob Hendrickson, Negaunee
Staff: Carol Fulsher
Guests: Mike Springer, Alternate, Marquette Township; Rob Katona, DNR; Jon Becker, Blake Becker
- II. PUBLIC COMMENT (Agenda Items – Limit to three minutes) – Jon and Blake Becker, Owner of Love and Bicycles, inquired about E-bike policy on the trail. Specifically requested that we allow Type II e-bikes.
- III. APPROVAL OF CONSENT AGENDA – **Brennan motioned to approve consent agenda as presented in packet; Hoffman seconded motion.** Consent agenda includes May meeting minutes; May Balance Sheet showing total assets of \$780,328; total liabilities of \$33,449 and total equity of \$746,879; May profit and loss showing May income of \$1254 and expenses of \$12,475 for net income of (\$11,218). Total income YTD is \$273,458. Q2 Budget via Actual as of May shows income at 143% of budget, expenses at 22% of budget. YTD as of May shows income at 99% of budget and expenses at 52% of budget. May General Ledger shows checks written 1429 through 1441 and June bills to be paid total \$40,819.17. **Vote and motion passed.**
- IV. APPROVAL OF AGENDA – **Bussone motioned to approve agenda as presented; Leach seconded. Vote and motion carried.**
- V. OLD BUSINESS
 - A. Michigan Grant Updates
 1. 2021 Trust Fund Negaunee Boardwalk – Engineering work has proceeded. Still waiting for grant agreement.
 2. 2022 MNRTF Development Grant for Lakenenland – DNR Grant Management personnel, Merrie Carlock and John Mayes, will be here on July 15 to review the grant application site. Preliminary scores expected in August.
 3. 2022 MNRTF Acquisition – Grant reviewers have already reviewed site in 2021. No new updates at this time but preliminary scores expected in August.
 - B. Millage Renewal Update – Fulsher thanked the Board members who helped install banners on the trail and reinstall after some sagging occurred. The millage brochures

are out in the mail. Next up will be press releases and media. Board asked for extra brochures for their city and township halls.

- C. Negaunee Township Trailhead Project – Project should be done at end of month. Board consensus to have ribbon cutting on July 15 so that DNR grants management can be in attendance. We will hold ribbon cutting at 11 am and follow up with Lakenenland review of grant application site visit. Johnson inquired if there should be a bike fixing station at this site. Fulsher will follow up.
- D. Asphalt Repair Project – Oberstar plans to start on June 27 and wrap up within 2 weeks. Press release ready to update trail users on project and trail closings. Maps with reroutes will be available.
- E. 2023 Recreation Plan – Springer updated on the work of the Recreation Plan committee. Went through the 10 questions of the survey monkey survey. Asked for feedback from Board. We should be able to start sending out survey in July. Next meeting is scheduled for July 18.
- F. 2022 Maintenance List - Maintenance list in packet. Big projects are in process.
- G. ORV Permits, Parking Lot and Access – Fulsher updated on permits. Negaunee has signed a 10-year permit for ORV route through Negaunee. Fulsher attended City of Ishpeming meeting and working on getting Ishpeming permit for route as well as a lease agreement for city right of way along Washington Street to connect proposed Winthrop Junction parking/trailhead to main trail over the railroad tracks. Still need permit from Cleveland Cliffs.

VI. NEW BUSINESS

- A. Green Space & Trail Network Sustainability/Eagle Mine/LSCP – Fulsher reviewed this project as proposed by Eagle Mine and the Lake Superior Community Partnership. Involves \$7 million in possible State funding for local trail and greenway planning. Information in the packet of partners and possible funding projects. Fulsher will continue to update Board and asked that one or two board members may want to get involved with committee.
- B. Michigan Sparks Grant, \$100K to \$1M 2022, spring 2023, summer 2023 – Michigan DNR information in packet on new “Sparks” Grants to be offered. \$65M in grant funds for public outdoor opportunities, especially communities adversely affected by COVID. Three different opportunities to apply between 2022 and 2023. Possible funds for Lakenenland or other project as directed by Board. Will talk to Grants Management about these funds during their visit.
- C. Maintenance Discussion/Executive Board Meeting – Fulsher voiced concerns about the time she spends on maintenance of the trail. Becoming more of a problem as trail ages. Spoke to Superior Watershed Partnership about Corp and found that a 4-person crew with hand tools would cost us \$4500/week. Requesting an Executive Board Meeting to discuss options. Leach suggested an NMU intern who may be able to step into Fulsher’s role when she retires or Cabin Caretakers. He also noted that he has hired 3 part time summer crew at township and that may be be possibility. Britton informed that we now have a John Deere riding lawn mower that can be utilized. Funded with MISORVA grant dollars, a one-time grant, received this year. Executive Committee will meet next month to discuss options on maintenance issues.

- VII. ADMINISTRATOR REPORT – Fulsher notified that she is still working with Michigan Trails and Greenways on a one-time transformational trails fund. The Lakenenland project is one of the transformational trail projects listed
Also was approached by the City of Marquette to work with them on their new cultural trail along the bike path from Presque Isle to Carp River kiln. No meetings thus far. She will

keep board informed.

- VIII. BOARD COMMENT – Leach talked about need for good transition between Fulsher and new person. Also inquired if Lakenenland extension could go along Lake Lavasseur. Britton noted that grass needs cutting. Johnson informed that he and his daughter took part in the Iron Range Roll this year and felt it was a fantastic event highlighting the IOHT. Took him 1:09 minutes. Reynolds will be available for Executive Board meeting. Luce suggested talking to Al Feldhauser with the Boy Scouts about the split rail fence that needs fixing in Ishpeming.
- IX. PUBLIC COMMENT – No public comment.
- X. ADJOURNMENT - **Bussone motioned to adjourn meeting; Brennan seconded motion. Vote and motion carried and meeting adjourned at 5:50 pm.**

NEXT MEETING DATE: Wednesday, August 24, 2022, 4:30 pm, Ishpeming Senior Center and Zoom,

Iron Ore Heritage Recreation Authority
Balance Sheet
As of June 22, 2022

1:58 PM

06/27/2022

Accrual Basis
Jun 22, 22

ASSETS

Current Assets

Checking/Savings

001-006 · Embers Savings	154,941.93
001-005 · nicoleet promontory acct	535,401.24
001-004 · nicoleet bank checking account	15,981.63
Total Checking/Savings	<u>706,324.80</u>

Accounts Receivable

018-012 · Taxes Receivables - unassigned	-0.10
018-000 · Taxes Receivable	
018-001 · Taxes Receivable - Tilden	142.78
018-002 · Taxes Receivable - Ishpeming	1,904.87
018-003 · Taxes Receivable - Negaunee	122.27
018-004 · Taxes Receivable - NEG TWP	2,547.51
018-005 · Taxes Receivable - MQT TWP	1,558.16
018-006 · Taxes Receivable - Marquette	-962.01
018-007 · Taxes Receivable - Chocolay	947.58
018-011 · Taxes Receivable - Rep Twp	239.65
Total 018-000 · Taxes Receivable	<u>6,500.81</u>
018-008 · Donation Receivable	1.07

Total Accounts Receivable

6,501.78

Other Current Assets

018-013 · Taxes Receivable - unassigned	27,156.37
001-001 · Undeposited Funds	139.83

Total Other Current Assets

27,296.20

Total Current Assets

740,122.78

TOTAL ASSETS

740,122.78

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable

202-000 · Accounts Payable	127.38
Total Accounts Payable	<u>127.38</u>

Other Current Liabilities

204-000 · Accrued Wages	6,533.28
203-000 · Unearned revenue	24,736.66
200-258 · Federal Taxes	1,526.12
200-259 · State Taxes	789.07

Total Other Current Liabilities

33,585.13

Total Current Liabilities

33,712.51

Total Liabilities

33,712.51

Equity

395-000 · Unrestricted Net Assets	472,648.46
Net Income	233,761.81

Total Equity

706,410.27

TOTAL LIABILITIES & EQUITY

740,122.78

Iron Ore Heritage Recreation Authority**Profit & Loss**

June 2022

	<u>June 2022</u>	<u>TOTAL</u>
Ordinary Income/Expense		
Income		
General Revenue		
674-002 · Individual Contributions	18.93	139.95
401-000 · Taxes	0.00	333,030.74
664-000 · Interest	0.00	271.60
Total General Revenue	<u>18.93</u>	<u>333,442.29</u>
Program Revenue		
Unrestricted		
642-000 · Promo Sales	0.00	90.00
Total Unrestricted	<u>0.00</u>	<u>90.00</u>
Restricted		
538-000 · ORV State Grant	632.50	632.50
674-003 · Mile Marker	600.00	1,796.88
539-000 · State Grants	0.00	21,658.90
540-000 · Corporate & Nonprofit Grants	0.00	95.00
Total Restricted	<u>1,232.50</u>	<u>24,183.28</u>
Total Program Revenue	<u>1,232.50</u>	<u>24,273.28</u>
Total Income	<u>1,251.43</u>	<u>357,715.57</u>
Cost of Goods Sold		
50000 · Cost of Goods Sold	21.15	22.67
Total COGS	<u>21.15</u>	<u>22.67</u>
Gross Profit	<u>1,230.28</u>	<u>357,692.90</u>
Expense		
62800 · Facilities and Equipment		
62890 · Rent, Parking, Utilities	320.31	1,927.54
Total 62800 · Facilities and Equipment	<u>320.31</u>	<u>1,927.54</u>
701-000 · Payroll		
701-001 · Salaries and Wages	6,190.33	37,020.65
701-002 · Payroll taxes	473.56	2,922.88
Total 701-000 · Payroll	<u>6,663.89</u>	<u>39,943.53</u>
727-000 · Office Supplies	159.76	566.62
730-000 · Office Equipment	0.00	90.07
800-000 · Operations		
800-001 · Books, Subscriptions, Reference	0.00	1,122.57
800-002 · Postage, Mailing Service	0.00	67.24
800-004 · Volunteer Recognition	0.00	438.44
Total 800-000 · Operations	<u>0.00</u>	<u>1,628.25</u>
800-955 · Insurance - Liability, D and O	1,602.00	1,602.00

	June 2022	TOTAL
802-000 · Accounting Contract Services	0.00	5,630.00
803-000 · Professional Services Fees	0.00	7,080.00
850-000 · Telephone, Telecommunications	106.13	712.72
860-000 · Travel and Meetings	0.00	135.14
870-000 · Board Meeting Expenses	15.99	95.44
880-000 · Marketing		
881-000 · Public Relations	5,485.48	6,701.48
885-000 · Logo Apparel	0.00	554.44
Total 880-000 · Marketing	5,485.48	7,255.92
900-000 · Printing and Publishing	0.00	740.41
940-000 · Lease, Appraisal Expenses	0.00	30.00
970-000 · Capital Outlay		
970-100 · Signage		
970-103 · Interpretive signs	2,251.00	4,887.00
970-104 · Trail mile marker expense	972.00	972.00
Total 970-100 · Signage	3,223.00	5,859.00
970-200 · Trail Expense		
970-211 · Negaunee Township Trailhead	20,608.00	40,408.00
970-204 · ORV Trail Work	480.00	1,230.00
970-202 · Trail Supplies	488.70	944.36
970-203 · Trail Maintenance	763.00	763.00
970-206 · Grooming Expenses	0.00	1,182.48
Total 970-200 · Trail Expense	22,339.70	44,527.84
970-300 · Engineering	312.00	6,042.00
Total 970-000 · Capital Outlay	25,874.70	56,428.84
990-000 · Debt Service		
990-002 · Bank Fees	26.93	64.61
Total 990-000 · Debt Service	26.93	64.61
Total Expense	40,255.19	123,931.09
Net Ordinary Income	-39,024.91	233,761.81
Net Income	-39,024.91	233,761.81

Iron Ore Heritage Recreation Authority
Profit & Loss Budget vs. Actual
January 1 through June 22, 2022

	<u>Q2 2022</u>	<u>Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense			
Income			
General Revenue			
674-002 · Individual Contributions	43.93	0.00	100.0%
674-001 · Corporate Contributions	0.00	0.00	0.0%
401-000 · Taxes	39.62	-273.33	-14.5%
664-000 · Interest	162.37	68.33	237.63%
Total General Revenue	<u>245.92</u>	<u>-205.00</u>	<u>-119.96%</u>
Program Revenue			
Unrestricted			
642-000 · Promo Sales	30.00	52.00	57.69%
Total Unrestricted	<u>30.00</u>	<u>52.00</u>	<u>57.69%</u>
Restricted			
538-000 · ORV State Grant	632.50	183.33	345.01%
674-003 · Mile Marker	1,798.96	1,640.00	109.69%
539-000 · State Grants	0.00	0.00	0.0%
540-000 · Corporate & Nonprofit (95.00	0.00	100.0%
Total Restricted	<u>2,526.46</u>	<u>1,823.33</u>	<u>138.56%</u>
Total Program Revenue	<u>2,556.46</u>	<u>1,875.33</u>	<u>136.32%</u>
Total Income	<u>2,802.38</u>	<u>1,670.33</u>	<u>167.77%</u>
Cost of Goods Sold			
50000 · Cost of Goods Sold	22.67	0.00	100.0%
Total COGS	<u>22.67</u>	<u>0.00</u>	<u>100.0%</u>
Gross Profit	<u>2,779.71</u>	<u>1,670.33</u>	<u>166.42%</u>
Expense			
62800 · Facilities and Equipment			
62890 · Rent, Parking, Utilities	962.42	888.33	108.34%
Total 62800 · Facilities and Equipme	<u>962.42</u>	<u>888.33</u>	<u>108.34%</u>
701-000 · Payroll			
701-001 · Salaries and Wages	18,570.99	16,919.33	109.76%
701-002 · Payroll taxes	1,420.48	1,320.20	107.6%
Total 701-000 · Payroll	<u>19,991.47</u>	<u>18,239.53</u>	<u>109.61%</u>
727-000 · Office Supplies	245.34	273.33	89.76%
730-000 · Office Equipment	0.00	500.00	0.0%
800-000 · Operations			
800-001 · Books, Subscriptions, Re	592.57	0.00	100.0%
800-002 · Postage, Mailing Service	0.00	0.00	0.0%

	Q2 2022	Budget	% of Budget
800-004 · Volunteer Recognition	438.44	200.00	219.22%
Total 800-000 · Operations	1,031.01	200.00	515.51%
800-955 · Insurance - Liability, D and	1,602.00	0.00	100.0%
800-956 · Insurance - Workers' Comp	0.00	0.00	0.0%
802-000 · Accounting Contract Servi	5,500.00	5,600.00	98.21%
803-000 · Professional Services Fees	0.00	0.00	0.0%
850-000 · Telephone, Telecommunic	368.47	382.67	96.29%
860-000 · Travel and Meetings	135.14	260.00	51.98%
870-000 · Board Meeting Expenses	47.77	136.67	34.95%
880-000 · Marketing			
880-005 · Print advertising	0.00	300.00	0.0%
881-000 · Public Relations	6,331.48	1,366.67	463.28%
885-000 · Logo Apparel	501.64	0.00	100.0%
Total 880-000 · Marketing	6,833.12	1,666.67	409.99%
900-000 · Printing and Publishing	740.41	1,500.00	49.36%
940-000 · Lease, Appraisal Expenses	30.00	0.00	100.0%
970-000 · Capital Outlay			
970-100 · Signage			
970-101 · Trail directional signag	0.00	73.33	0.0%
970-103 · Interpretive signs	3,887.00	5,000.00	77.74%
970-104 · Trail mile marker expen	972.00	330.00	294.55%
Total 970-100 · Signage	4,859.00	5,403.33	89.93%
970-200 · Trail Expense			
970-211 · Negaunee Township Tr	20,608.00	0.00	100.0%
970-204 · ORV Trail Work	1,230.00	463.83	265.18%
970-202 · Trail Supplies	775.36	0.00	100.0%
970-203 · Trail Maintenance	763.00	121,833.33	0.63%
970-206 · Grooming Expenses	1,120.00	910.00	123.08%
Total 970-200 · Trail Expense	24,496.36	123,207.16	19.88%
970-300 · Engineering	2,778.00	9,700.00	28.64%
Total 970-000 · Capital Outlay	32,133.36	138,310.49	23.23%
990-000 · Debt Service			
990-002 · Bank Fees	62.46	0.00	100.0%
Total 990-000 · Debt Service	62.46	0.00	100.0%
Total Expense	69,682.97	167,957.69	41.49%
Net Ordinary Income	-66,903.26	-166,287.36	40.23%
Net Income	-66,903.26	-166,287.36	40.23%

Iron Ore Heritage Recreation Authority
Profit & Loss Budget vs. Actual
January 1 through June 22, 2022

2:19 PM
06/27/2022
Accrual Basis

	TOTAL		
	YTD 2022	Budget	% of Budget
Ordinary Income/Expense			
Income			
General Revenue			
674-002 · Individual Contributions	139.95	100.00	139.95%
674-001 · Corporate Contributions	0.00	50.00	0.0%
401-000 · Taxes	333,030.74	329,526.67	101.06%
664-000 · Interest	271.60	143.33	189.49%
Total General Revenue	<u>333,442.29</u>	<u>329,820.00</u>	<u>101.1%</u>
Program Revenue			
Unrestricted			
642-000 · Promo Sales	90.00	182.00	49.45%
Total Unrestricted	<u>90.00</u>	<u>182.00</u>	<u>49.45%</u>
Restricted			
538-000 · ORV State Grant	632.50	5,183.33	12.2%
674-003 · Mile Marker	1,796.88	1,640.00	109.57%
539-000 · State Grants	21,658.90	21,659.00	100.0%
540-000 · Corporate & Nonprofit (95.00	0.00	100.0%
Total Restricted	<u>24,183.28</u>	<u>28,482.33</u>	<u>84.91%</u>
Total Program Revenue	<u>24,273.28</u>	<u>28,664.33</u>	<u>84.68%</u>
Total Income	<u>357,715.57</u>	<u>358,484.33</u>	<u>99.79%</u>
Cost of Goods Sold			
50000 · Cost of Goods Sold	22.67	0.00	100.0%
Total COGS	<u>22.67</u>	<u>0.00</u>	<u>100.0%</u>
Gross Profit	<u>357,692.90</u>	<u>358,484.33</u>	<u>99.78%</u>
Expense			
62800 · Facilities and Equipment			
62890 · Rent, Parking, Utilities	1,927.54	1,863.33	103.45%
Total 62800 · Facilities and Equipme	<u>1,927.54</u>	<u>1,863.33</u>	<u>103.45%</u>
701-000 · Payroll			
701-001 · Salaries and Wages	37,020.65	35,489.33	104.32%
701-002 · Payroll taxes	2,922.88	2,769.20	105.55%
Total 701-000 · Payroll	<u>39,943.53</u>	<u>38,258.53</u>	<u>104.4%</u>
727-000 · Office Supplies	566.62	573.33	98.83%
730-000 · Office Equipment	90.07	500.00	18.01%
800-000 · Operations			
800-001 · Books, Subscriptions, Re	1,122.57	530.00	211.81%
800-002 · Postage, Mailing Service	67.24	55.00	122.26%

	TOTAL		
	YTD 2022	Budget	% of Budget
800-004 · Volunteer Recognition	438.44	200.00	219.22%
Total 800-000 · Operations	1,628.25	785.00	207.42%
800-955 · Insurance - Liability, D and	1,602.00	0.00	100.0%
800-956 · Insurance - Workers' Comp	0.00	39.00	0.0%
802-000 · Accounting Contract Servi	5,630.00	5,750.00	97.91%
803-000 · Professional Services Fees	7,080.00	7,080.00	100.0%
850-000 · Telephone, Telecommunic	712.72	802.67	88.79%
860-000 · Travel and Meetings	135.14	760.00	17.78%
870-000 · Board Meeting Expenses	95.44	286.67	33.29%
880-000 · Marketing			
880-005 · Print advertising	0.00	300.00	0.0%
881-000 · Public Relations	6,701.48	1,616.67	414.52%
885-000 · Logo Apparel	554.44	0.00	100.0%
Total 880-000 · Marketing	7,255.92	1,916.67	378.57%
900-000 · Printing and Publishing	740.41	1,500.00	49.36%
940-000 · Lease, Appraisal Expenses	30.00	0.00	100.0%
970-000 · Capital Outlay			
970-100 · Signage			
970-101 · Trail directional signag	0.00	73.33	0.0%
970-103 · Interpretive signs	4,887.00	5,060.00	96.58%
970-104 · Trail mile marker expen	972.00	330.00	294.55%
Total 970-100 · Signage	5,859.00	5,463.33	107.24%
970-200 · Trail Expense			
970-211 · Negaunee Township Tr	40,408.00	0.00	100.0%
970-204 · ORV Trail Work	1,230.00	463.83	265.18%
970-202 · Trail Supplies	944.36	0.00	100.0%
970-203 · Trail Maintenance	763.00	121,833.33	0.63%
970-206 · Grooming Expenses	1,182.48	1,820.00	64.97%
Total 970-200 · Trail Expense	44,527.84	124,117.16	35.88%
970-300 · Engineering	6,042.00	10,200.00	59.24%
Total 970-000 · Capital Outlay	56,428.84	139,780.49	40.37%
990-000 · Debt Service			
990-002 · Bank Fees	64.61	0.00	100.0%
Total 990-000 · Debt Service	64.61	0.00	100.0%
Total Expense	123,931.09	199,895.69	62.0%
Net Ordinary Income	233,761.81	158,588.64	147.4%
Net Income	233,761.81	158,588.64	147.4%

Iron Ore Heritage Recreation Authority
General Ledger
As of June 22, 2022

Name		Split	Amount
001-006 · Embers Savings			
		664-000 · Interest	13.16
Total 001-006 · Embers Savings			13.16
001-005 · nicolet promontory acct			
		664-000 · Interest	46.27
001-004 · nicolet bank checking account			
1443	Carol L Fulsher	701-001 payroll	-4,874.68
eft	Deluxe Business Check	990-002 new checks	-28.00
Deposit	Todd Kauppinen	674-003 mile marker purchase	578.85
Deposit	local stabilization	401-000 property tax payment	21.08
1445	Pride Printing	881-000 millage mailer postage	-5,485.48
1446	Wolverine Door	970-202 trail supplies (gate locks)	-117.00
Deposit	MMRMA	540-000 insurance grant for camera	95.00
1444	City of Marquette	970-103 interp sign license fee	-255.00
1447	Associated Constructors	970-203 bike path mix for MIIM spur washout	-63.00
1448	Coleman Engineering	970-300 engineering for lshp/Neg asphalt	-312.00
1449	Dog waste depot	970-202 dog waste basket	-179.99
1450	Laitala Excavating	970-204 ORV trail work culvert	-480.00
1451	mARQUETTE BLP	628-900 utilities	-111.47
1452	Michigan Municipal Risk manager	800-956 liability insurance	-1,602.00
1453	NICOLET NATIONAL BANK	Visa bill, misc.	-321.55
1454	Oberstar	970-211 Neg. Twp Trailhead work	-17,370.00
1456	Signs Now	881-000 banners for trail	-826.00
1455	Tony Harry	970-203 trail maintenance/brushing	-700.00
EFTPS	United States Treasury	701-002 federal payroll tax	-1,526.12
1457	U.P. Fabricating Co., Inc.	Bench, bike rack, interp frame, Type a signs	-6,206.00
1458	City of Negaunee	970-202 trail supplies (lighiting)	-15.00
1459	Clark Properties	628-900 rent	-270.00
1460	Verizon	850-000 telephone	-75.88
Deposit	RUSS JOKINEN	674-002 ind. Contribution	18.93
Deposit	State of MI	538-000 ORV reimbursement	632.50

Iron Ore Heritage Recreation Authority
Bills to be Paid
July 2022

Name	Account	Paid Amount
Clark Properties	62890 · Rent, Parking, Utilities	<u>-270.00</u>
State of Michigan	200-259 · State Taxes	<u>-789.27</u>
United States Treasury	200-258 · Federal Taxes	<u>-1,526.12</u>
John Deere	970-202 · Trail Supplies, John Deere mower (reimbursable)	<u>-8,995.00</u>
TRAFX	970-202 · Trail Supplies, 5-year extension of counters	<u>-500.00</u>
Carol L Fulsher	701-001 · Salaries and Wages	<u>-4,874.68</u>
Geomaterials	970-204 · ORV Trail Work (Grading, shaping)	-21,000.00
Geomaterials	970-204 · ORV Trail Work, culvert clean	<u>-650.00</u>
Michigan Insurance Company	800-956 · Insurance - Workers' Comp	<u>-42.00</u>
NICOLET NATIONAL BANK	See below	<u>-4,781.16</u>
Becky Harju	802-000 · Accounting Contract Services	<u>-100.00</u>
City of Negaunee	970-202 · Trail Supplies (lighting)	<u>-15.00</u>
Coleman Engineering	970-300 · Engineering (asphalt repair)	<u>-598.00</u>
mARQUETTE BLP	62890 · Rent, Parking, Utilities	-49.65
mARQUETTE BLP	970-202 · Trail Supplies	-60.47
mARQUETTE BLP	970-211 · Negaunee Township Trailhead, install of light pole	<u>-1,000.00</u>
Pride Printing	881-000 · Public Relations (printing of millage)	<u>-3,630.82</u>

Sanders and Czapski Associ	970-300 · Engineering (neg twp trailhead)	-2,103.75
Sanders and Czapski Associ	970-300 · Engineering (boardwalk)	<u>-4,110.00</u>

Signs Now	970-102 · Acknowledgement signs (adopt a	<u>-108.50</u>
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U.P. Fabricating Co., Inc.	970-104 · Trail mile marker expense	<u>-486.00</u>
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Verizon	850-000 · Telephone, Telecommunications	-95.44
TOTAL		<u>-55,785.86</u>

Visa Bills

800-002 · Postage, Mailing Service	U.S. Post Office	67.25
727-000 · Office Supplies	Adobe Acrobat	13.77
800-004 · Volunteer Recognition	Midtown Bakery Banner Install day lunch	45.4
970-202 · Trail Supplies	Chocolay Ace, Rope, bolts	85.47
970-203 · Trail Maintenance	Best Products, Flail for grass cutting	3670
970-202 · Trail Supplies	Menards, stakes, toilet paper, trash bin, garbage bags	81.28
850-000 · Telephone, Telecommunications	NMU EDU	30.25
970-202 · Trail Supplies	Walgreens, batteries for counters/cameras	12.49
727-000 · Office Supplies	Walgreens, paper, coffee	15.74
870-000 · Board Meeting Expenses	Zoom	15.89
800-001 · Books, Subscriptions, Reference	Survey Monkey	384
970-211 · Negaunee Township Trailhead	Rotary Multiforms Recreation Passport Sign	330
860-000 · Travel and Meetings	Holiday Station, Don gas reimbursement	29.67
		<u>4781.21</u>

Mackinac County – DNR, Straits State Park Improvements - \$300,000

Development project for the Learning Commons Building as part of the Straits of Mackinac Heritage Center located in the west unit of Straits State Park near St. Ignace, which includes the Father Marquette National Memorial. The Learning Commons is part of a long-range collaborative project between the DNR's Michigan Historical Center and regional partners such as Moran Township, the Sault Ste. Marie Tribe of Chippewa Indians, Mackinac Straits Health System, and Lake Superior State University. The Learning Commons Building will provide learning opportunities around the Anishinaabe and French heritage of the region. Native American perspectives on the natural world will be explored, as well as current and future uses of Michigan's natural resources.

Mackinac County – Clark Township, Peek-a-Boo Trail - \$200,300

Development of a mountain bike trail network totaling 4 miles in length on DNR-owned land in Clark Township. The trail will offer multiple skill levels to accommodate beginner through experienced riders. The trail network will be constructed over existing cross-country ski trails. The forested property is adjacent to the Pearson Creek which features a large beaver pond.

Marquette County – Iron Ore Heritage Recreation Authority, Iron Ore Heritage Trail - Marshlands Boardwalk - \$218,200

Development to provide a nature trail experience along the Iron Ore Heritage Trail in Negaunee. A new non-motorized trail and boardwalk loop off the main trail route, will provide access to a natural marshland for bird and wildlife viewing. The Iron Ore Heritage Trail is a 47-mile, year-round, multi-use trail that crosses the Marquette Iron Range through multiple communities in Marquette County and provides interpretive signage focusing on the region's mining heritage and bountiful natural resources.

Northern Michigan

Alcona County – DNR, Harrisville State Park - Footbridge Replacement - \$50,000

Development to replace a footbridge that is a critical pedestrian link between the modern campground and the day-use beach area. The bridge is over 20 years old, and the abutments are failing due to erosion. The new bridge will provide an accessible route from the campground to the beach.

Alpena County – City of Alpena, Bay View Park Restroom and Pavilion - \$300,000

Development of restroom facilities to support events and activities at Bay View Park, including the band shell, kiddie park and tennis and basketball courts. This will also provide additional facilities for events and activities downtown and at the marina.



102 W. Washington#232
Marquette, MI 49855
906-235-2923
Ironoreheritage@gmail.com

**RESOLUTION TO SIGN THE MICHIGAN TRUST FUND GRANT 21.0052 AND
ACCEPT THE TERMS OF THE MICHIGAN NATURAL RESOURCES TRUST
FUND AGREEMENT**

WHEREAS, the Iron Ore Heritage Recreation Authority (IOHR) supports the development of the, "Iron Ore Heritage Trail Boardwalk Development" and,

WHEREAS, the IOHRA will appropriate the necessary funds to complete the project during the Project period and to provide One Hundred Thousand Dollars (\$100,000) to match the grant authorized by the DEPARTMENT.

WHEREAS, the IOHRA will maintain satisfactory financial accounts, documents, and records to make them available t the DEPARTMENT for auditing at reasonable times, and

WHEREAS, the IOHRA will construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement, and

WHEREAS, the IOHRA will regulate the use of the boardwalk constructed and reserved under this Agreement to assure the use thereof by the public on equal ad reasonable terms, and

WHEREAS, the IOHRA will comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portion of this Resolution:

NOW THEREFORE, BE IT RESOLVED that the Iron Ore Heritage Recreation Authority does hereby accept the terms of the agreement as received from the DEPARTMENT and will budget \$100,000 to match the \$218,700 grant in fiscal years 2023 and 2024.

AYES:

NAYES:

ABSENT:

MOTION APPROVED.

I, Glenn Johnson, Vice President/Chair, HEREBY CERTIFY, that the foregoing is a Resolution duly made and passed by the Iron Ore Heritage Recreation Authority of Marquette County, Michigan, at its regular board meeting held on July 27, 2022 at 4:30 p.m. in Ishpeming, with a quorum present.

Glenn Johnson, Vice Chair/Secretary

Dated: _____



Michigan Natural Resources Trust Fund Development Project Agreement

This information is required by authority of Part 5 of Act 451, P.A. 1994 as amended, to receive funds.

This Agreement is between **Iron Ore Heritage Recreation Authority** in the county of **Marquette County**, hereinafter referred to as the "GRANTEE," and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, an agency of the State of Michigan, hereinafter referred to as the "DEPARTMENT." The DEPARTMENT has authority to issue grants to local units of government for the development of public outdoor recreation facilities under Part 19 of the Natural Resources and Environmental Protection Act, P.A. 451 of 1994, as amended and under Article IX, Section 35 of the Michigan Constitution. The GRANTEE has been approved by the Michigan Natural Resources Trust Fund (MNRTF) Board of Trustees (BOARD) to receive a grant. In Public Act **151 of 2022**, the Legislature appropriated funds from the MNRTF to the DEPARTMENT for a grant-in-aid to the GRANTEE.

The purpose of this Agreement is to provide funding in exchange for completion of the project named below. This Agreement is subject to the terms and conditions specified herein.

Project Title: Iron Ore Heritage Trail - Marshlands Boardwalk Project #: TF21-0052

Grant Amount: \$218,200.00 69%

PROJECT TOTAL: \$318,200.00

Match Amount: \$100,000.00 31%

Start Date: Date of Execution by DEPARTMENT End Date: 07/31/2024

As a precondition to the effectiveness of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT with the required attachments by 09/18/2022 or the Agreement may be cancelled by the DEPARTMENT. **This Agreement is not effective until the GRANTEE has signed it, returned it, and the DEPARTMENT has signed it.** The Agreement is considered executed when signed by the DEPARTMENT.

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies, and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

GRANTEE

SIGNED

By [Print Name]:

Title:

Organization:

DUNS Number

CV0008751

SIGMA Vendor Number

SIGMA Address ID

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED

By:

Grants Section Manager

Date of Execution by DEPARTMENT

1. This Agreement shall be administered on behalf of the DEPARTMENT by the Grants Management Section within the Finance and Operations Division. All notices, reports, documents, requests, actions or other communications required between the DEPARTMENT and the GRANTEE shall be submitted through the department's online grant management system, MiGrants, which is accessed through www.michigan.gov/dnr-grants, unless otherwise instructed by the DEPARTMENT. Primary points of contact pertaining to this agreement shall be:

GRANTEE CONTACT

Name/Title

Organization

Address

Address

Telephone Number

E-mail Address

DEPARTMENT CONTACT

MNRTF Grant Program Manager

Name/Title

Grants Management/DNR Finance & Operations

Organization

525 W. Allegan Street, Lansing, MI 48933

Address

P.O. Box 30425, Lansing, MI 48909

Address

517-284-7268

Telephone Number

DNR-Grants@michigan.gov

E-mail Address

2. The legal description of the project area, boundary map of the project area, and the development grant application bearing the number **TF21-0052** uploaded to MiGrants are by this reference made part of this Agreement. The Agreement together with the referenced documents in MiGrants constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
3. The time period allowed for project completion is from **07/20/2022** through **07/31/2024**, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be submitted in MiGrants before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT and may only be extended by an amendment to this Agreement.
4. The words "project area" shall mean the land and area described in the uploaded legal description and shown on the uploaded boundary map.
5. The words "project facilities" shall mean the following individual components, as further described in the application.
 - Access Pathway 6' wide or more
 - Bench(es)
 - Boardwalk
 - Overlook or Observation Deck
 - Picnic Table(s)
 - Signage
6. The DEPARTMENT will:
 - a. grant to the GRANTEE a sum of money equal to **Sixty-Nine percent (69%) of Three Hundred and Eighteen Thousand Two Hundred dollars (\$318,200.00)**, which is the total eligible cost of construction of the project facilities including engineering costs, but in any event not to exceed **Two Hundred and Eighteen Thousand Two Hundred dollars (\$218,200.00)**.

- b. grant these funds in the form of reimbursements to the GRANTEE for eligible costs and expenses incurred as follows:

- i. Payments will be made on a reimbursement basis at **Sixty-Nine percent (69%)** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum reimbursement allowable under the grant.
- ii. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE through the MiGrants website, including but not limited to copies of invoices, cancelled checks, EFTs, list of volunteer and/or force account time and attendance records.
- iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request by DEPARTMENT staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
- iv. The final 10% of the grant amount will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected an MNRTF sign in compliance with Section 7(j) of this Agreement.

7. The GRANTEE will:

- a. immediately make available all funds needed to incur all necessary costs required to complete the project and to provide **One Hundred Thousand dollars (\$100,000.00)** in local match. This sum represents **Thirty-One percent (31%)** of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE.
- b. with the exception of engineering costs as provided for in Section 8, incur no costs toward completion of the project facilities before execution of this Agreement and before DEPARTMENT approval of plans, specifications and bid documents.
- c. complete construction of the project facilities to the satisfaction of the DEPARTMENT and to comply with the development project procedures set forth by the DEPARTMENT in completion of the project, including but not limited to the following:
 - i. Retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.
 - ii. **Within 180 days** following execution of this Agreement by the GRANTEE and the DEPARTMENT and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional.
 - iii. Upon DEPARTMENT approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - iv. Upon DEPARTMENT approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between \$5,000 and \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - v. Maintain detailed written records of the contracting processes used and submit these records to the DEPARTMENT upon request.
 - vi. Complete construction to all applicable local, state and federal codes, as amended; including but not limited to the federal Americans with Disabilities Act (ADA) of 2010, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997, as amended; the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; the Elliott-Larsen Civil Rights Act, Act 453 of 1976, as amended; and the 2013 Access Board's Final Guidelines for Outdoor Developed Areas.
 - vii. Bury all new utilities within the project area.
 - viii. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.
- d. operate the project facilities for a minimum of their useful life as determined by the DEPARTMENT, to regulate the use thereof to the satisfaction of the DEPARTMENT, and to appropriate such monies and/or provide such services

- as shall be necessary to provide such adequate maintenance.
- e. provide to the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Preferential membership or annual permit systems are prohibited on grant-assisted sites, except to the extent that differences in admission and other fees may be instituted on the basis of residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.
 - f. adopt such ordinances and/or resolutions necessary to effectuate the provisions of this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date thereof.
 - g. separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and outdoor recreation program.
 - h. furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of the project area and/or project facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.
 - i. maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable, and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.
 - j. erect and maintain a sign on the property which designates this project as one having been constructed with the assistance of the MNRTF. The size, color and design of this sign shall be in accordance with DEPARTMENT specifications.
 - k. conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the MNRTF sign is erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing of the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony in the local media. Use of the grant program logo and a brief description of the program are strongly encouraged in public recreation brochures produced by the GRANTEE. At the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.
8. Only eligible costs and expenses incurred toward completion of the project facilities after execution of the Project Agreement shall be considered for reimbursement under the terms of this Agreement. Eligible engineering costs incurred toward completion of the project facilities beginning **January 1, 2022** and throughout the project period are also eligible for reimbursement. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE.
9. To be eligible for reimbursement, the GRANTEE shall comply with DEPARTMENT requirements. At a minimum, the GRANTEE shall:
- a. Submit a progress report every 180 days during the project period.
 - b. Submit complete requests for partial reimbursement when the GRANTEE is eligible to request at least 25 percent of the grant amount and construction contracts have been executed or construction by force account labor has begun.
 - c. Submit a complete request for final reimbursement **within 90 days of project completion and no later than 10/31/2024**. If the GRANTEE fails to submit a complete final request for reimbursement by **10/31/2024**, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE.
10. During the project period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before adding, deleting or making a significant change to any of the project facilities as proposed. Approval of changes is solely at the discretion of the DEPARTMENT. Furthermore, following project completion, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change in the recreational use of the project area. Changes approved by the DEPARTMENT pursuant to this Section may also require prior approval of the BOARD, as determined by the DEPARTMENT.
11. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in the application and this Agreement.
12. The project area and all facilities provided thereon, as well as the land and water access ways to them, shall be open to the

general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof because of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status, or disability.

13. Unless an exemption has been authorized by the DEPARTMENT pursuant to this Section, the GRANTEE hereby represents that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title shall not be subject to: 1) any possibility of reversion or right of entry for condition broken or any other executory limitation which may result in defeasance of title or 2) to any reservation or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests. For any portion of the project area that the GRANTEE does not possess in fee simple title, the GRANTEE hereby represents that it has:
 - a. Received an exemption from the DEPARTMENT before the execution of this Agreement, and
 - b. Received prior approval from the DEPARTMENT of a lease and/or easement for any portion of the property not held in fee simple title as indicated in written correspondence from the DEPARTMENT dated _____, and
 - c. Supplied the DEPARTMENT with an executed copy of the approved lease or easement, and
 - d. Confirmed through appropriate legal review that the terms of the lease or easement are consistent with GRANTEE'S obligations under this Agreement and will not hinder the GRANTEE'S ability to comply with all requirements of this Agreement. In no case shall the lease or easement tenure be less than 20 years from the date of execution of this Agreement.
14. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area or project facilities included in this Agreement.
15. None of the project area, nor any of the project facilities constructed under this Agreement, shall be wholly or partially conveyed in perpetuity, either in fee, easement or otherwise, or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the GRANTEE except with the written approval and consent of the DEPARTMENT. The GRANTEE shall regulate the use of the project area to the satisfaction of the DEPARTMENT.
16. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and permanently commits the project area to Michigan's outdoor recreation estate, therefore:
 - a. The GRANTEE agrees that lands in the project area are being acquired with MNRTF assistance and shall be maintained in public outdoor recreation use in perpetuity. No portion of the project area shall be converted to other than public outdoor recreation use without the approval of the DEPARTMENT. The DEPARTMENT shall approve such conversion only upon such conditions as it deems necessary to assure the substitution by GRANTEE of other outdoor recreation properties of equal or greater market value and of reasonably equivalent usefulness and location. Such substituted land shall become part of the project area and will be subject to all the provisions of this Agreement.
 - b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT.
 - c. Before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.
17. Should title to the lands in the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands and project facilities affected with outdoor recreation lands and project facilities of equal or greater market value, and of equal or greater usefulness and location. The DEPARTMENT and BOARD shall approve such replacement only upon such conditions as it deems necessary to assure the replacement by GRANTEE of other outdoor recreation properties and project facilities of equal or greater market value and of equal or greater usefulness and location. Such replacement land shall be subject to all the provisions of this Agreement.
18. The GRANTEE acknowledges that:
 - a. The GRANTEE has examined the project area and has found the property safe for public use or actions will be taken by the GRANTEE before beginning the project to assure safe use of the property by the public, and
 - b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area and project

- facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the GRANTEE, and
- c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in developing the project site.
19. The GRANTEE assures the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required.
20. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan to issue any permit required by law to construct the outdoor recreational project that is the subject of this Agreement. Such permits include, but are not limited to, permits to fill or otherwise occupy a floodplain, and permits required under Parts 301 and 303 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended. It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits.
21. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give approval to the GRANTEE to advertise, seek quotes, or incur costs for this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:
- a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended;
 - or
 - b. If any portion of the project area is a facility, documentation that Department of Environment, Great Lakes and Energy-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.
22. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the DEPARTMENT with no reimbursement made to the GRANTEE.
23. The GRANTEE shall acquire and maintain insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.
24. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
25. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or any other rights, whether specific or general rights, including appurtenant riparian rights, to and in the project area of any lands connected with or affected by this project.
26. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.
27. Failure by the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement.
28. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT, in addition to any other remedy provided by law, may:

- a. Terminate this Agreement; and/or
 - b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
 - c. Withhold action on all pending and future grant applications submitted by the GRANTEE under the Michigan Natural Resources Trust Fund, Land and Water Conservation Fund and Recreation Passport Grant Program; and/or
 - d. Require repayment of grant funds already paid to GRANTEE; and/or
 - e. Require specific performance of the Agreement.
29. This Agreement may be canceled by the DEPARTMENT, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the GRANTEE, or upon mutual agreement by the DEPARTMENT and GRANTEE. The DEPARTMENT may honor requests for just and equitable compensation to the GRANTEE for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the DEPARTMENT and the DEPARTMENT will no longer be liable to pay the GRANTEE for any further charges to the grant.
30. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final reimbursement has been made shall be the specific performance of this Agreement.
31. The GRANTEE shall return all grant money if the project area or project facilities are not constructed, operated or used in accordance with this Agreement.
32. The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
33. The DEPARTMENT shall terminate this Agreement and recover grant funds paid if the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan Department of Licensing and Regulatory Affairs pursuant to Public Act No. 278 of 1980.
34. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.
35. The rights of the DEPARTMENT under this Agreement shall continue in perpetuity.

If this Agreement is approved by Resolution, a true copy must be attached to this Agreement. A sample Resolution is on the next page.

- a. Terminate this Agreement; and/or
 - b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
 - c. Withhold action on all pending and future grant applications submitted by the GRANTEE under the Michigan Natural Resources Trust Fund, Land and Water Conservation Fund and Recreation Passport Grant Program; and/or
 - d. Require repayment of grant funds already paid to GRANTEE; and/or
 - e. Require specific performance of the Agreement.
29. This Agreement may be canceled by the DEPARTMENT, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the GRANTEE, or upon mutual agreement by the DEPARTMENT and GRANTEE. The DEPARTMENT may honor requests for just and equitable compensation to the GRANTEE for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the DEPARTMENT and the DEPARTMENT will no longer be liable to pay the GRANTEE for any further charges to the grant.
30. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final reimbursement has been made shall be the specific performance of this Agreement.
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33. The DEPARTMENT shall terminate this Agreement and recover grant funds paid if the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan Department of Licensing and Regulatory Affairs pursuant to Public Act No. 278 of 1980.
34. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.
35. The rights of the DEPARTMENT under this Agreement shall continue in perpetuity.

If this Agreement is approved by Resolution, a true copy must be attached to this Agreement. A sample Resolution is on the next page.

**LEASE BETWEEN
LAKENEN THOMAS LLC AS LESSOR
AND
IRON ORE HERITAGE RECREATION AUTHORITY (IOHRA), AS LESSEE.**

This Lease is entered into by Lakenen Thomas LLC (Lessor) at 2800 M-28 East, Marquette, MI 49855 and the Iron Ore Heritage Recreation Authority (Lessee) at 102 W. Washington Street, #232, Marquette, MI 49855.

Lessor and Lessee, for the consideration specified in this Lease, agree to the following terms, conditions and covenants:

1. Description of Premises

Lessor leases to Lessee the Premises, located on the property description in Attachment A (legal description), located in Chocolay Township, State of Michigan (the Premises).

2. Administration

2.1 Lessor will be represented by Thomas Lakenen for this lease. This person(s) will be authorized to make decisions to the extent provided for in this Lease.

2.2 Lessee is a Recreational Authority, granted by Public Act 321 of 2000 (the "Recreational Authorities Act"). Lessee will be represented by its Chair and is authorized to make decisions to the extent provided for in this Lease.

3. Lease Purpose

3.1 Lessee covenants that the purpose of this Lease is to allow Lessee's trail users, via vehicles, foot or bike, access through Lessor's property located in Parcel 52-02-011-005-00 in Chocolay Township, State of Michigan, the already established dirt road, as specified in Attachment A, to the non-motorized Iron Ore Heritage Trail and Trailhead on the State-owned Soo Line Railroad right of way for the benefit of the general public.

4. Services by Lessee

Lessee shall furnish the following services at its own expense:

- a. Lessee shall construct, maintain, operate and improve the Iron Ore Heritage Trail along the State- owned Soo Line Railroad for the use of the general public.

- b. Lessee shall maintain standards of safety and cleanliness, along the trail and the trailhead, that will reflect favorable public opinion on the Lessee and the Lessor.

5. Lessor's Operation

5.1. Lessee covenants that its use of the Premises shall, at no time, interfere with the operations of Lessor or the Public on the Premises.

5.2. Lessee shall not prevent Lessor, its agents, or the public from crossing the Premises to access adjoining lands.

6. Term

6.1 Lessor shall lease the Premises to Lessee for a fifty (50) year initial term beginning on January 1, 2023 or upon actual possession, whichever is later and ending on December 31, 2072.

7. Option to Renew

7.1 This Lease will automatically be renewed on January 1, 2073 unless Lessor provides to Lessee within One Hundred Twenty (120) days before this date notice of Lessor's intent not to renew the Lease.

8. This Condition of Premises

8.1 Lessee represents and warrants that it has examined the Premises and is taking possession of the Premises in its "as is" conditions. Lessee acknowledges that it has not made an independent environmental assessment of the Premises.

9. Release of Liability

9.1 Lessee releases, waives, and discharges the Lessor, its officers, its employees, and agents from all liability to Lessee for all injury arising out of this lease.

9.2 Lessee shall report to the Lessor any incident resulting in personal injury or property damage.

10. Insurance

10.1. Lessee shall maintain general premises liability insurance for the Premises that provides full coverage for Lessee, Lessor and their respective agents and employees against all claims, demands, actions, suits, or causes of action, and judgments, settlements of recoveries, for bodily injury or property damage arising out of a condition of the Premises, or arising in connection with or as a direct or indirect result of the Lessee's use and occupancy of the Premises or its exercise of the right and privileges granted in the Lease. Lessee agrees to maintain minimum policy limits in the amount of \$500,000.00 per occurrence for property damage and \$1,000,000.00 per occurrence for bodily injury, with a \$2,000,000.00 aggregate. Lessee shall provide to Lessor a certificate of insurance listing Lessor, its agents, and employees as additional insured.

11. Cancellation

11.1 Lessor may cancel this Lease provided Lessee is notified in writing at least ninety (90) days prior to the effective date of cancellation should any one of the following occur:

- a. Lessor determines that the Premises are no longer being used for the Purposes identified in this Lease.
- b. Lessor determines that Lessee provided Lessor within information for this Lease or at any time during the Lease term that was false or fraudulent.
- c. Lessee fails to perform any of its obligations under the Lease, and such failure is not cured within ninety (90) days after written notices of default is given to Lessee.

12. Notice

12.1 Except as otherwise in this Lease provide, any notice or other communication by either party to the other may be given or sent and shall be deemed to have been duly given or sent if delivered personally or mailed by certified mail, in a post paid envelope addressed to the Lessor at the Lessor's address listed below and to the Lessee at the Lessee's address listed below, and if any address for notices shall have been duly changed as hereinafter provided, if mailed to the party at such changed address. Any notice(s) to the Lessor or Lessee required by this Lease shall be complete if submitted in writing and transmitted by personal delivery (with signed delivery receipt), or certified or registered mail, return receipt requested.

12.2 Notice shall be deemed to have been received, if delivered personally, upon delivery thereof and if mailed, upon the third day after the mailing thereof.

12.3 Either party at any time may change the address for notices, or other communication by either party to the other, by delivering or mailing as aforesaid a notice stating the change and setting forth the changed address.

To Lessor:

**Lakenen Tom LLC
2800 M-28 East
Marquette, MI 49849**

To Lessee:

**Iron Ore Heritage Recreation Authority
102 W. Washington Street #232
Marquette, MI 49855**

This Lease was acknowledged before me, a Notary Public, this _____ day of _____, _____
(year)

Notary Public

By: _____
Name of Company/Organization/Municipality

Dan Perkins, Owner

This Lease was acknowledged before me, a Notary Public, this _____ day of _____, _____

Notary Public

By: _____
Iron Ore Heritage Recreation Authority
Mr. Donald Britton, Chair

Lease prepared by:
Carol Fulsher
IOHRA
102 W. Washington Street #232
Marquette, MI 49855

**ATTACHMENT A – DRIVEWAY THROUGH LAKENEN THOMAS LLC
PARCEL #52-02-011-005-00 FOR PURPOSES OF ACCESS TO IRON ORE
HERITAGE TRAIL ON STATE-OWNED SOO LINE RAILROAD**



Election Summary Report

Marquette County, MI

2016 General Primary

Summary For Jurisdiction Wide, All Counters, All Races

Date:08/02/16

Time:22:47:59

Page:19 of 19

Registered Voters 49391 - Cards Cast 14207 28.76%

Num. Report Precinct 36 - Num. Reporting 36 100.00%

Chocolay IOHRA	Total
Number of Precincts	2
Precincts Reporting	2
Total Votes	1585
YES	1153
NO	432

7270

C Marquette IOHRA	Total
Number of Precincts	7
Precincts Reporting	7
Total Votes	3212
YES	2544
NO	668

City

Marquette IOHRA Township	Total
Number of Precincts	2
Precincts Reporting	2
Total Votes	827
YES	610
NO	217

7370

7970

Negaunee IOHRA Township	Total
Number of Precincts	1
Precincts Reporting	1
Total Votes	656
YES	495
NO	161

7570

Tilden IOHRA	Total
Number of Precincts	1
Precincts Reporting	1
Total Votes	203
YES	125
NO	78

6170

C Negaunee Street Millage	Total
Number of Precincts	2
Precincts Reporting	2
Total Votes	893
YES	628
NO	265

C Negaunee IOHRA	Total
Number of Precincts	2
Precincts Reporting	2
Total Votes	889
YES	644
NO	245

City

7270

C Ishpeming IOHRA	Total
Number of Precincts	2
Precincts Reporting	2
Total Votes	877
YES	654
NO	223

7470

- By August 9** County clerks notify precinct delegates elected at August primary; certify delegate names and addresses to chairpersons of county committees. (168.608)
- August 10 through August 27** Democratic and Republican Parties hold fall county conventions. (168.592)
- By 4:00 p.m., August 16** District Library Board candidates (for library districts that include a school district) file an Affidavit of Identity and a nominating petition. (A \$100.00 nonrefundable fee may be filed in lieu of a petition.) Withdrawal deadline elapses at 4:00 p.m. on August 19. (Special note: If district library does not include a school district, District Library Board candidates file by 4:00 p.m. on July 26.) (397.181)
- By 4:00 p.m., August 16** Ballot wording of county and local proposals to be presented at the November general election certified to county and local clerks; local clerks receiving ballot wording forward to county clerk within two days. (168.646a)
- By August 16** Boards of county canvassers complete canvass of August primary; county clerks forward results to Secretary of State within 24 hours. (168.581, 822, 828)
- By August 22** Board of State Canvassers meet to canvass August primary. (168.581)
- By Sept. 9** Democratic and Republican Parties hold fall state conventions. (168.591)
- By Sept. 9** Cities and townships can establish, move or abolish a polling place for the November general election. (168.662)
- By Sept. 9** Ballot wording for constitutional amendments and legislative referendums, which the legislature wishes to place on the November general election ballot, presented to Secretary of State. (Art. 12, Sec. 1)
- By Sept. 24** Clerks shall electronically transmit or mail (as requested) an absent voter ballot to each absent UOCAVA (uniformed services or overseas) voter who applied for an absent voter ballot 45 days or more before the election. (168.759a). All requests received since November 2, 2021, from a military or overseas voter must be honored for all 2022 elections. (168.759a)
- By Sept. 24** County clerks deliver absent voter ballots for November general election to local clerks. (168.714)
- By Sept. 29** Absent voter ballots must be available for issuance to voters. (1963 Mich. Const. Art 2, Sec 4)
- Sept. 29 through Oct. 18** Precinct inspectors for November general election appointed by city and township election commissions. (168.674)
- By Oct. 11** Notice of voter registration for November general election published. One notice required. (168.498)

2022 Trail Maintenance List

<u>Trail amenities/signage</u>	<u>Who</u>	<u>Timeline</u>	<u>How to Pay</u>
Put up rest of trail etiquette signs, MQT and Neg Twps	Fulsher, or LaBrecque	May	Maintenance Budget
Negaunee Township Trailhead	Oberstar & BLP	July/august	Grant and IOHt Budget
Interpretive Signs, 1 new frame to be installed at Lower Harbor. 3panels to be installed on frames	Need volunteers	Summer	Budgeted item
4 panels on frames, Ishpeming	Britton, Fulsher, Lempinen. UP FAB	spring	done
Fix it bike station at Ishpeming Pavilion	City of Ishpeming	2022	Waiting for DPW to respond
Take down safety markers Chocolay	LaBrecque	May	maintenance
Put cameras back up or move cameras to Neg Twp trail	Fulsher	July/august	Find appropriate spot
Stay on trail signs near Northwoods Lane	Fulsher	May	no fee
Mile Marker Installment 41.75 in Chocolay	UP FAB/ Fulsher to stake and Miss Dig	June	William Gibson
Mile Marker Installment 37.25 Marquette	UP FAB/ Fulsher to stake and Miss Dig	June	Tracey Hokenson
Mile Marker Installment 22.5 Ispeming	UP FAB/ Fulsher to stake and Miss Dig	June	Todd Kauppinen
Broken bike pump Marquette Commons	Fulsher	May/June	maintenance
Flasher out on County Road 492 sign	Mqt Co. Road Commission	May	trail supplies/maintenance budget
Millage banners up	Britton/Peters/Fulsher/Luce/Hendrickson	6-Jun	done
Fix split rail fence in Ishpeming	NMU construction club? Boy Scouts?	Summer/Fall	maintenance budget
new adopt a mile trail signs	Fulsher/LaBrecque or volunteers	Summer	Ishpeming, Marquette, Negaunee
Counters , need 1 or 2 new ones of get them fixed	Fulsher	Summer	Township
Fencing at Stoneville Road destroyed intentionally	Review and plan new fencing	Summer	Chocolay, Neg Twp
Trail Upgrades			Insurance, maint. ORV funds
Ishpeming/Negaunee trail pavement rehab, 1200 linear feet	Awarded to Oberstar, Fulsher Britton	June 27- July 14	Maintenance Budget
Review trail for trees down, cut trees/branches and washouts	Britton/LaBrecque	May	Maintenance Budget

Take down banners after August 2		Board Members, Fulsher	August	no cost
Ledgeway Aggregate squirrely after rains		Poly pavement coating? Other	August	Maintenance Budget
Trail Maintenance				
ORV Grading Ely/Tilden to Humboldt/Republic lines		Geomaterials/Jeremy Nyquist	June	ORV Grant Funds
Sweeping		Joe LaBrecque	May	Maintenance Funds
Mowing and sweeping				
ORV Spring Maintenance		Joe LaBrecque	August, Oct (if need)	Maintenance and volunteer
ORV Summer Maintenance		TEAM Riders	May	ORV Funds
r/r gate repaired		Smith Paving	August	ORV Funds
new locks on r/r gates		Fulsher	May	Smith Paving - snowmobile club
Water on trail, dam build up		Laitala breaking dams and cleaning culverts;	June	Wolverine Door locks, trail supply fund
ORV Tilden Bike Aggregate fill and grade		Mike Peller trapping	May/June	ORV funds
Adopt a Milers Clean Up		Awarded to Mike Tembreull,	July	ORV/IOHT funds
Clear Culvert east of 478 Ely Twp		Adopt a Milers	May/June	Adopt a milers - tees
Brushing, Holiday Inn to 492.35		Jeremy Nyquist broke up dam	2-Jun	ORV Funds
Calcium Chlorate coating on ORV trail in Ishpeming		Tony Harry	June	IOHT maintenance funds
		Joe LaBrecque	July/august	ORV/IOHT funds



102 W. Washington Suite 232

Marquette, MI 49855

906-235-2923

ironoreheritage@gmail.com

**IRON ORE HERITAGE RECREATION AUTHORITY
EXECUTIVE COMMITTEE MEETING MINUTES OF THURSDAY, JULY 21
U.P. STATE BNK**

DRAFT AGENDA

- I. ROLL CALL – Don Britton, Chair; Glenn Johnson, Vice Chair/Secretary; Lauren Luce, Treasurer; Al Reynolds, Executive At Large
- II. MAINTENANCE DISCUSSION – Maintenance discussion centered on future hiring of a seasonal (May through August/September), part time employee at \$14 to \$15/hour. Fulsher can follow up with a person that applied to NTN and/or contact Scott Jordan at NMU Outdoor Recreation Department. Luce suggested purchasing a truck that is equipped with decal and top light with tools to provide the maintenance person. Provides a more recognizable vehicle for trail users and the person hired should not be expected to use their own vehicle and tools.

Fulsher noted she did a cash flow analysis and IOHT should have about \$814K in cash in May 2023 (without millage passing). We do have two grant obligations if we choose to go through with them: \$100K for the boardwalk and \$306K for Lakenenland; however we will also go forward with a Michigan Spark grant for Lakenenland which could take that \$306K downward since no match required for Spark.

Discussion then centered on how to purchase a vehicle. Luce suggested getting sample vehicle bidding documents from County. Fulsher will also follow up with employment applications for new employee and follow up with workman' comp. The maintenance person would use our equipment: mower, power saw, post hole digger, augur, etc for mowing, trimming, sign installations along the trail. Britton noted that it took him 3.5 hours to mow 14 miles of trail..

- III. ADMINISTRATOR EMPLOYEE CONTRACT/FUTURE PLANS – Fulsher noted that her current contract has December 31, 2023 as an end date. She wasn't sure if that was a typo but would like to stay that long if board approves. There is a 60-day out clause for both parties. Discussion then on hiring new person middle of 2023 to have overlap. A committee will be set up for hiring early 2023. Luce noted she had a perfect person in mind that has

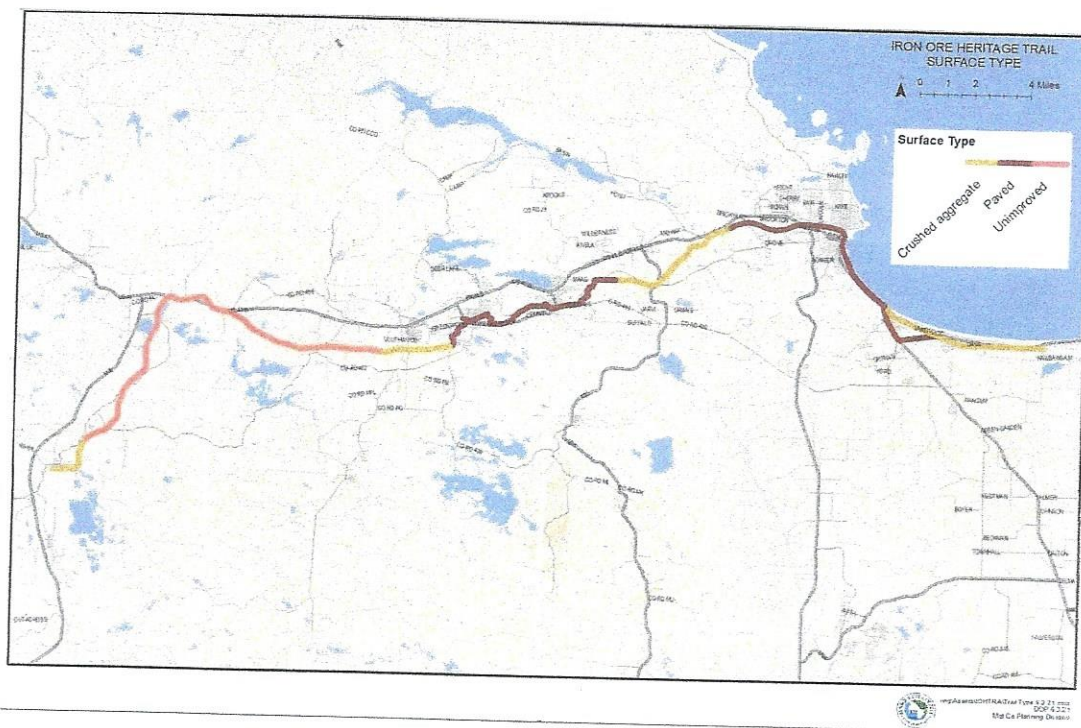
the skills necessary for job who met with Fulsher this morning. He was a County planner and now works for National Park Service and lives on the trail in Harvey. Executive Committee did not feel we need to do a big search and that we could find quality applicants on our own.

- IV. **MILLAGE OPTIONS** - Fulsher updated Executive Committee on what happens if one municipality does not vote in a renewal. With early voting, the timeline does not allow for a regroup in time for November election with just some of the members. Without a millage, municipalities have an option to withdraw. We could regroup after that process or look for other means to remain an Authority. As an Authority we have access to funding not available by a non-profit. Executive Committee felt good about millage renewal passing. In 2016, the margin was quite wide in favor.



Iron Ore Heritage Trail Recreation Survey DRAFT 2022 07 18 - Just Eleven Questions

The Iron Ore Heritage Recreation Authority is updating its five-year Recreation Master Plan to help build, manage, and maintain our current 47-mile, multi-use, year round, interpretive Iron Ore Heritage Trail which travels from downtown Republic to Kawbawgam Road in Chocolay Township. (see map below). We need your input on development and use of the trail. We are funded through a 0.197 mill property tax voted in by residents of our eight municipal members: Townships of Chocolay, Marquette, Negaunee, Tilden and Republic and Cities of Marquette, Negaunee and Ishpeming. Additional monies come from local, State and Federal grants, sponsorships and donations.



ONTO THE SURVEY...

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Iron Ore Heritage Trail Recreation Survey DRAFT 2022 07 18 - Just Eleven Questions

1. Please tell us what city or township and state you call home?

2. Where do you get your information about the Iron Ore Heritage Trail? (Choose as many you use)

☐ Printed Literature

☐ Maps

☐ Have never heard
of this trail until
now

☐ TV

☐ Iron Ore Heritage
Website

☐ Radio

☐ Other Website(s)

☐ Newspaper

☐ Social Media

☐ Word of Mouth

☐ Other (please specify)

3. Which sections of the Trail have you been on? (Choose all that apply)

☐ Kawbawgam Road to MDOT
Welcome Center (Chocolay

☐ Downtown Negaunee to
Downtown Ishpeming

Township)

☐ Welcome Center to Marquette Commons (3rd. Street, Marquette City)

☐ Marquette Commons to Schwemwood Park (near CR 492, Marquette Township)

☐ Schwemwood Park to CR 492/M35 Intersection (Negaunee Township)

☐ CR 492/M35 Intersection to Downtown Negaunee

☐ Downtown Ishpeming to Stoneville Road (Tilden Township)

☐ Stoneville Road to US41 Crossing (Humbolt Township)

☐ US41 Crossing to Republic Trailhead

4. Which sections of the Trail do you use most often? (Choose all that apply)

☐ Kawbawgam Road to MDOT Welcome Center (Chocolay Township)

☐ Welcome Center to Marquette Commons (3rd. Street, Marquette City)

☐ Marquette Commons to Schwemwood Park (near CR 492, Marquette Township)

☐ Schwemwood Park to CR 492/M35 Intersection (Negaunee Township)

☐ CR 492/M35 Intersection to Downtown Negaunee

☐ Downtown Negaunee to Downtown Ishpeming

☐ Downtown Ishpeming to Stoneville Road (Tilden Township)

☐ Stoneville Road to US41 Crossing (Humbolt Township)

☐ US41 Crossing to Republic Trailhead

5. Which sections of the Trail need the most improvement? (Choose

all that apply)

- | | |
|---|--|
| <input type="checkbox"/> Kawbawgam Road to MDOT
Welcome Center (Chocolay
Township) | <input type="checkbox"/> Downtown Negaunee to
Downtown Ishpeming |
| <input type="checkbox"/> Welcome Center to Marquette
Commons (3rd. Street,
Marquette City) | <input type="checkbox"/> Downtown Ishpeming to
Stoneville Road (Tilden
Township) |
| <input type="checkbox"/> Marquette Commons to
Schwemwood Park (near CR
492, Marquette Township) | <input type="checkbox"/> Stoneville Road to US41
Crossing (Humbolt Township) |
| <input type="checkbox"/> Schwemwood Park to CR
492/M35 Intersection
(Negaunee Township) | <input type="checkbox"/> US41 Crossing to Republic
Trailhead |
| <input type="checkbox"/> CR 492/M35 Intersection to
Downtown Negaunee | |

6. What ways do you use the Trail? (Choose all that apply)

- | | | |
|---|---|--|
| <input type="checkbox"/> Bicycle | <input type="checkbox"/> Skateboard | <input type="checkbox"/> ATV/ORV/Side by
Side |
| <input type="checkbox"/> E-bicycle | <input type="checkbox"/> Roller Blade | <input type="checkbox"/> Snowmobile |
| <input type="checkbox"/> Walk | <input type="checkbox"/> Roller Ski | <input type="checkbox"/> Cross County Ski |
| <input type="checkbox"/> Run | <input type="checkbox"/> Geocache | <input type="checkbox"/> Snowshoe |
| <input type="checkbox"/> Wheel Chair | <input type="checkbox"/> Horseback Ride | <input type="checkbox"/> Snow Bike |
| <input type="checkbox"/> Other (please specify) | | |

7. Why do you use the Trail? (Choose all that apply)

☐ Transportation to work

☐ Transportation to destinations (other than work)

☐ Exercise

☐ See sites along the Trail

☐ Other (please specify)

☐ Events (Iron Range Roll, Marquette Marathon, Polar Roll, etc.)

☐ Safe place to recreate

☐ Historical education

☐ Bird/wildlife observing

☐ Fishing

☐ Get outside in the woods

☐ Geocache

8. Have you ever experienced any problems on the Trail? (Choose all that apply)

☐ Encountered motorized traffic on non motorized portion

☐ Motorcycle

☐ Bicyclists going too fast

☐ E-Bikes going faster than 20 mph.

☐ Events (Iron Range Roll, Marquette Marathon, Polar Roll, etc.) Too many events or too many people in the event

☐ Dogs not on leash or aggressive dog

☐ Trail maintenance issues

☐ Trail surface issues

☐ Trash

☐ Other (please specify)

9. What improvements would you like to see? (Choose your top 3)

- | | |
|--|---|
| <input type="checkbox"/> Pave more Trail | <input type="checkbox"/> Provide more parking for better access |
| <input type="checkbox"/> Provide more restrooms | <input type="checkbox"/> Provide single track trail alongside of the main Trail |
| <input type="checkbox"/> Provide more interpretive signs | <input type="checkbox"/> Improve wayfinding signage |
| <input type="checkbox"/> Provide more lighting (Negaunee to Ishpeming) | <input type="checkbox"/> Upgrade the Trail between Tilden and Republic |
| <input type="checkbox"/> Maintain existing asphalt | <input type="checkbox"/> Provide more regular maintenance such as brushing, mowing, sweeping, etc. |
| <input type="checkbox"/> Extend the Trail | <input type="checkbox"/> Provide more interpretive cluster areas (Historical signage, benches, bike racks, tool stations, etc.) |

☐ Other (please specify)

10. In order to provide a better experience for all of our Trail Users, please take the time to comment with your suggestions. Thank You!
IOHRA

11. If you would like to receive updates on the Iron Ore Heritage Trail please provide your name and email.

OPTIONAL (YOUR RESPONSES WILL NOT BE TIED TO YOUR NAME NOR E-MAIL)

First Name:

Last Name:

E-mail
Address:

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102 W. Washington Street #232
Marquette, MI 49855
906-235-2923 fax 906-228-3642
ironoreheritage.com
ironoreheritage@gmail.com

TRAIL USE PERMIT/RELEASE OF LIABILITY WAIVER

ORGANIZATION NAME: Northern Michigan University
CONTACT NAME: Andrew Zerbel
ADDRESS: 1401 Presque Isle Avenue
EMAIL: azerbel@nmv.edu PHONE: 906-227-2745

EVENT INFORMATION

EVENT DATE: Sat, Sept 3, 2022 EVENT DAY: Saturday
EVENT TITLE: Marquette Marathon
SET UP TIME: 5:00 AM REGISTRATION TIME: No reg day of event EXPECTED ATTENDANCE: 1500
START TIME: 7:30 AM VACATE TIME: 2:00 pm

LOCATION ON HERITAGE TRAIL OF EVENT: PICK CHECK ALL THAT APPLY.

(IF EVENT UTILIZES SOME OF THE PORTION BUT NOT ALL, PLEASE STILL CHECK)

- | | |
|---|---|
| <input type="checkbox"/> CHOCOLAY KAWBAWGAM ROAD TO WELCOME CENTER | <input type="checkbox"/> WASHINGTON STREET (ISHPEMING) TO U.S. 41 CROSSING IN HUMBOLDT (NEAR HUMBOLDT MINE) |
| <input checked="" type="checkbox"/> WELCOME CENTER TO LOWER HARBOR ORE DOCK | <input type="checkbox"/> HUMBOLDT MINE (US 41 CROSSING) TO REPUBLIC |
| <input checked="" type="checkbox"/> LOWER HARBOR ORE DOCK TO HOLIDAY INN | |
| <input checked="" type="checkbox"/> HOLIDAY INN TO 492/35, NEG TWP | |
| <input checked="" type="checkbox"/> 492/35 TO NEGAUNEE JACKSON MINERS PARK (DOWNTOWN) | |
| <input checked="" type="checkbox"/> JACKSON MINERS PARK TO THIRD STREET (ISHPEMING) | |
| <input type="checkbox"/> THIRD STREET TO CLIFFS SHAFT MINE MUSEUM | |
| <input type="checkbox"/> CLIFFS SHAFT MINE MUSEUM TO WASHINGTON STREET (ISHPEMING) | |

RELEASE OF LIABILITY WAIVER

The Northern Michigan University hereby agrees to indemnify and hold harmless the Iron Ore Heritage Recreation Authority, its appointed officials, employees, volunteers, representatives, and agents from any liability for damages to any person or property in, or about the Iron Ore Heritage Trail, from any cause whatsoever. All persons or groups using Iron Ore Heritage Trail shall be responsible for the proper supervision, control, and accommodation of persons attending the activity.

The Northern Michigan University agrees to be responsible for the preservation of order and assist Iron Ore Heritage Recreation Authority in orderly trail use. ^{To the extent permitted by law}

In addition, a copy of your organization's general liability or special events policy in the amount of \$1,000,000 per occurrence naming the "Iron Ore Heritage Recreation Authority" as additionally insured for this event would have to be submitted at least three weeks prior to the scheduled event. It is understood and agreed by naming the Iron Ore Heritage Recreation Authority as additional insured, coverage afforded is considered to be a primary and any other insurance the Iron Ore Heritage Recreation Authority may have in effect shall be considered secondary and or excess.

Andrew G. Zabel

Authorized Organization Representative Signature

6/30/22

Date

Iron Ore Heritage Recreation Authority Representative

Date

Iron Ore Recreation Authority

Sign Costs

7-14-2022

(HT Signage #9 Cost-UP Fab Update)

Interpretive Sign 'A'

Steel panel
Sign image panel

	Price	Suggested Sale Price
- 44" wide by 36" high	\$ 998.00	
- 36" wide by 24" high	\$ 600	
Production Cost	\$ 400.00 (designer, photo)	
Subtotal	\$ 1,998.00	
Installation	\$ 222.00	
Total	\$ 2,220.00	\$2,500.00

Interpretive Sign 'B'

Steel panel
Sign image panel

- 25" wide by 25" high	\$ 817.00	
- 24" wide by 24" high	\$ 535.00	
Production Cost	\$ 400.00	
Subtotal	\$ 1,752.00	
Installation	\$ 222.00	
Total	\$ 1,974.00	\$2,000.00

Interpretive Sign 'C'

Steel panel
Sign image panel

- 25" wide by 19" high	\$ 351.00	
- 24" wide by 18" high	\$ 405.00	
Production Cost	\$ 400.00	
Sub total	\$ 1,156.00	
Installation	\$ 111.00	
Total	\$ 1,267.00	\$1,300.00

Mile Marker

Post/Marker	\$ 486.00	
Installation	\$ 111.00	
Total	\$ 597.00	\$600.00

suggest \$150?