



**IRON ORE HERITAGE RECREATION AUTHORITY
BOARD MEETING
WEDNESDAY, AUGUST 23, 2023, 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. July Minutes
 - B. July Financials
 - C. August Bills to be Paid
 - IV. APPROVAL OF AGENDA
 - V. EVENT PERMITS – Marji Gesick Sept. 15-17
 - VI. OLD BUSINESS
 - A. Projects
 - 1. Negaunee Boardwalk Project/Bid Docs
 - 2. Lakenenland
 - a. Resolution to sign Grant Agreement
 - b. RFP for Engineering Services
 - 3. Property Acquisition, 176 acres
 - a. Resolution to sign Grant Agreement
 - b. Next Steps
 - 4. ORV Bridge Repair Project Update
 - 5. Howard Oil Trailhead and Lighting Grant Applications
 - a. Lease of Ishpeming Land for scope items
 - b. Preliminary Score
 - 6. Republic Township Millage Vote
 - 7. Maintenance List
 - 8. Carp River Kilns
 - VII. NEW BUSINESS
 - A. ORV Trail Extension Project
 - B. Fishing Pier Deck Project, Section 16 Pit, Ishpeming
 - C. New Board Member-Jon Andrus Becker from Negaunee
 - D. New Merchandise
 - E. Big Bay Stewardship Council Requesting Letter of Support
 - VIII. ADMINISTRATOR REPORT
 - IX. BOARD COMMENT
 - X. PUBLIC COMMENT/ADJOURNMENT
- NEXT MEETING DATE: Wednesday, September 27, 2023, 4:30 pm Ishpeming Senior Center and Zoom*



**IRON ORE HERITAGE RECREATION AUTHORITY
BOARD MEETING MINUTES
WEDNESDAY, JULY 26, 2023, 4:30 PM
ISHPEMING SENIOR CENTER
Agenda**

- I. Meeting called to order 4:35pm
- II. ROLL CALL: Don Britton, chair Chocolay Twp; Lauren Luce, treasurer, Marquette County; Glenn Johnson, vice president/secretary, Marquette Township; Dawn Hoffman, Tilden Twp; Al Reynolds, ex committee at large, Negaunee Twp; Nick Leach, City of Marquette; Jim Brennan, Republic Twp; Mike Springer, Marquette Township via Zoom
Absent: Larry Bussone, Ishpeming; Negaunee seat open
Staff: Bob Hendrickson, Carol Fulsher
Guests: Rob Katona, Michigan DNR; Chris Danik, Upper Peninsula Animal Welfare Shelter
- III. PUBLIC COMMENT (Agenda Items – Limit to three minutes): no comment
- IV. APPROVAL OF CONSENT AGENDA: **Dawn Hoffman motions to approve consent agenda, Glenn Johnson seconds, all aye, no nays**
 - A. June Minutes
 - B. June Financials
 - C. July Bills to be paid**Jim Brennan motions to pay July bills, Al Reynolds seconds, all aye, no nays**
- V. APPROVAL OF AGENDA
- VI. EVENT PERMIT—STRUT YOUR MUTT, SEPT. 30, 2023: Chris Danik treasurer, presented from UPAWS regarding using the IOHT in Negaunee, 100-150 in attendance, fundraiser for the shelter and community engagement
Glenn Johnson motions to approve, Nick Leach seconds, Don Britton asked to pay attention to clean-up, vote: all aye, no nays, Carol offered to help with social media marketing via shares to IOHT social media
- VII. OLD BUSINESS
 - A. Projects
 1. Negaunee Boardwalk: All plans and specs have been submitted, waiting for DNR approval. Hope to have it out on bid in August for fall development.
 2. Lakenenland: waiting for grant agreement for signature, board will need to decide to put it on the docket for next building season, engineering to be first phase, place on bids with due date, matching grant is \$300,000
 3. Property Acquisition, 176 acres: waiting for grant agreement, SA 1 complete, came back approved from TriMedia, waiting for State to accept, after SA 1 approved another appraisal will be done, first appraisal came

back at \$185,000 with landowners will match the grant in the amount of \$35,000

4. Maintenance List 2023, maintenance cleared logs from the Carp River, 1st round of mowing complete from Chocolay to Republic where; bridge drawings are needed from Rick K, bidding to take place after engineering takes place, Winthrop Jct. parking lot to be built off, ORV grading was complete, Deck on Section 16 is taped off with caution tape currently due to broken boards, board may want consider optional material such as a different grade of treated lumber or synthetic material (Bob will take this on), Split rail fence in Ishpeming that segments the ORV and paved trails is broken-Island Lake Camp Crew to rebuild it, brushing between Negaunee & Ishpeming to take place the week of August 14-19;
5. Republic Township Millage Vote: early voting has been ongoing, millage flyers have been sent out, expecting results August 8 evening; IOHT millage is competing with a fire protection and school millages taking place at the same time; Current milage will run through December 1, 2024

B, Trail Sustainability Coalition: Bob reported that Eagle Mine is creating a legacy plan to support trails into the future with a legacy fund to preserve and maintain the quality of trails in Marquette County. Area trail organization and municipalities are at the table to discuss the development and implantation, Don Britton asked to attend on behalf of the snowmobile trails, the coalition is being led by Matt Johnson from Eagle Mine and administered by the LSCP and the International Mountain Bike Association is consulting.

Hiring Update: Carol feels the transition is going well, phone has been handed over to Bob. Bob has been involved with several aspects of the organization from trail maintenance to administration.

B. Negaunee Board Seat:

1. Carp River Kiln: all landscaping has been mowed over; too late to replant; letter to address the IOHRA concerns regarding the care taking;
2. 2023 Budget Amendment One: Carol presented an amendment proposal, (add amendment spreadsheet to minutes), total revenue should be up, like wise expense are up but income is expected higher; motion to **amend made by Jim Britton, Dawn Hoffman seconds, role call vote: all yes 7-0**
3. Request to have Bob Hendrickson added to the Nicolet Bank Account: **Nick Leach motions to approve, Lauren Luce seconds, vote: all ayes, no nays**

VIII. ADMINISTRATOR REPORT: e-bikes on trail will be an on-going discussion. Signage, education campaign, media campaign on, merch sale at Marquette Marathon; ORV extension proposal re-route, board site meeting prior to next meeting, suggested prior to August 23 meeting 4pm at Negaunee Ice Arena;

IX. BOARD COMMENT: Glenn asked about possible CD investments,

X. PUBLIC COMMENT: Chris invited us to Strut the Mutt to have a IOHT booth; Mike introduced Marquette Township DDA looking to connect to the IOHT; they had a field trip to visit the actual trail sites and development discission; Mike: next budget amendment to include a better video system for public interaction.

XI. ADJOURNMENT: **Nick Leach motions to adjourn, Dawn Hoffman seconds, all ayes, no nays, meeting adjourned at 5:40pm**

NEXT MEETING DATE: Wednesday, August 23, 2023, 4:30 pm Ishpeming Senior Center and Zoom

Iron Ore Heritage Recreation Authority
Balance Sheet
 As of July 31, 2023

2:27 PM

08/10/2023

Accrual Basis

Jul 31, 23

ASSETS

Current Assets

Checking/Savings

003-002 · Embers Credit Union 4.18 cd	102,405.80
003-001 · Embers CD	158,222.46
001-006 · Embers Savings	13.92
001-005 · nicolet promontory acct	322,594.61
001-004 · nicolet bank checking account	48,651.79

Total Checking/Savings 631,888.58

Accounts Receivable

018-012 · Taxes Receivables - unassigned	-0.10
018-000 · Taxes Receivable	
018-001 · Taxes Receivable - Tilden	-796.89
018-002 · Taxes Receivable - Ishpeming	-576.00
018-003 · Taxes Receivable - Negaunee	-1,034.91
018-004 · Taxes Receivable - NEG TWP	-458.89
018-005 · Taxes Receivable - MQT TWP	-1,726.92
018-006 · Taxes Receivable - Marquette	113,134.73
018-007 · Taxes Receivable - Chocolay	-2,840.49
018-011 · Taxes Receivable - Rep Twp	-387.24

Total 018-000 · Taxes Receivable 105,313.39

018-009 · Grants Receivable 88,400.00

Total Accounts Receivable 193,713.29

Other Current Assets

018-013 · Taxes Receivable - unassigned 51,665.49

Total Other Current Assets 51,665.49

Total Current Assets 877,267.36

TOTAL ASSETS 877,267.36

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable

202-000 · Accounts Payable 4,041.50

Total Accounts Payable 4,041.50

Other Current Liabilities

2110 · Direct Deposit Liabilities -4,608.06

204-000 · Accrued Wages 6,663.89

203-000 · Unearned revenue 172,230.30

200-258 · Federal Taxes 2,304.05

200-259 · State Taxes 366.32

Total Other Current Liabilities 176,956.50

Total Current Liabilities 180,998.00

Total Liabilities 180,998.00

Equity

395-000 · Unrestricted Net Assets 487,746.46

Net Income 208,522.90

Total Equity 696,269.36

TOTAL LIABILITIES & EQUITY 877,267.36

Iron Ore Heritage Recreation Authority
Profit & Loss Budget vs. Actual
 January through July 2023

	<u>Jul 23</u>	<u>Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense			
Income			
General Revenue			
674-002 · Individual Contributions	10.00	120.00	8.33%
401-000 · Taxes	649.88	0.00	100.0%
664-000 · Interest	1,448.04	1,500.00	96.54%
675-000 · Non profit donations	0.00		
Total General Revenue	<u>2,107.92</u>	<u>1,620.00</u>	<u>130.12%</u>
Program Revenue			
Unrestricted			
642-000 · Promo Sales	135.00	135.00	100.0%
Total Unrestricted	<u>135.00</u>	<u>135.00</u>	<u>100.0%</u>
Restricted			
538-000 · ORV State Grant	0.00	0.00	0.0%
674-003 · Mile Marker	-3.12	750.00	-0.42%
539-000 · State Grants	0.00	0.00	0.0%
540-000 · Corporate & Nonprofit Grants	10,000.00	0.00	100.0%
Total Restricted	<u>9,996.88</u>	<u>750.00</u>	<u>1,332.92%</u>
Total Program Revenue	<u>10,131.88</u>	<u>885.00</u>	<u>1,144.85%</u>
Total Income	<u>12,239.80</u>	<u>2,505.00</u>	<u>488.62%</u>
Cost of Goods Sold			
50000 · Cost of Goods Sold	3.65		
Total COGS	<u>3.65</u>		
Gross Profit	<u>12,236.15</u>	<u>2,505.00</u>	<u>488.47%</u>
Expense			
62800 · Facilities and Equipment			
62840 · Equip Rental and Maintenance	75.00	1,582.00	4.74%
62890 · Rent, Parking, Utilities	448.46	500.00	89.69%
Total 62800 · Facilities and Equipment	<u>523.46</u>	<u>2,082.00</u>	<u>25.14%</u>
701-000 · Payroll			
701-001 · Salaries and Wages	8,499.77	11,390.00	74.63%
701-002 · Payroll taxes	686.10	870.00	78.86%
Total 701-000 · Payroll	<u>9,185.87</u>	<u>12,260.00</u>	<u>74.93%</u>
727-000 · Office Supplies	53.41	100.00	53.41%
729-000 · Equipment	0.00	758.00	0.0%
730-000 · Office Equipment	0.00	1,500.00	0.0%
754-000 · Grant expense	0.00	0.00	0.0%
800-000 · Operations			
800-001 · Books, Subscriptions, Reference	0.00	0.00	0.0%

	<u>Jul 23</u>	<u>Budget</u>	<u>% of Budget</u>
800-002 · Postage, Mailing Service	0.00	0.00	0.0%
800-004 · Volunteer Recognition	0.00	49.00	0.0%
Total 800-000 · Operations	0.00	49.00	0.0%
800-955 · Insurance - Liability, D and O	1,615.00	1,748.00	92.39%
800-956 · Insurance - Workers' Comp	0.00	0.00	0.0%
802-000 · Accounting Contract Services	85.00	100.00	85.0%
803-000 · Professional Services Fees	0.00	0.00	0.0%
850-000 · Telephone, Telecommunications	233.46	114.00	204.79%
860-000 · Travel and Meetings	0.00	20.00	0.0%
870-000 · Board Meeting Expenses	16.95	17.00	99.71%
880-000 · Marketing			
880-005 · Print advertising	405.00	0.00	100.0%
881-000 · Public Relations	0.00	0.00	0.0%
884-000 · Website	0.00	0.00	0.0%
885-000 · Logo Apparel	0.00	0.00	0.0%
Total 880-000 · Marketing	405.00	0.00	100.0%
940-000 · Lease, Appraisal Expenses	0.00	0.00	0.0%
970-000 · Capital Outlay			
970-100 · Signage			
970-105 · trail safety signage	0.00	850.00	0.0%
970-101 · Trail directional signage	833.70	0.00	100.0%
970-102 · Acknowledgement signs	36.50	108.00	33.8%
970-104 · Trail mile marker expense	0.00	0.00	0.0%
Total 970-100 · Signage	870.20	958.00	90.84%
970-200 · Trail Expense			
970-215 · Acquisition	3,600.00	3,600.00	100.0%
970-214 · Boardwalk	700.00	100,000.00	0.7%
970-204 · ORV Trail Work	17,000.00	10,000.00	170.0%
970-202 · Trail Supplies	535.29	500.00	107.06%
970-203 · Trail Maintenance	840.50	5,000.00	16.81%
970-206 · Grooming Expenses	0.00	0.00	0.0%
Total 970-200 · Trail Expense	22,675.79	119,100.00	19.04%
970-300 · Engineering	0.00	10,000.00	0.0%
Total 970-000 · Capital Outlay	23,545.99	130,058.00	18.1%
990-000 · Debt Service			
990-002 · Bank Fees	0.00	7.00	0.0%
Total 990-000 · Debt Service	0.00	7.00	0.0%
Total Expense	35,664.14	148,813.00	23.97%
Net Ordinary Income	-23,427.99	-146,308.00	16.01%
Net Income	-23,427.99	-146,308.00	16.01%

Iron Ore Heritage Recreation Authority

Profit & Loss

January through July 2023

	<u>Jul 23</u>	<u>TOTAL</u>
Ordinary Income/Expense		
Income		
General Revenue		
674-002 · Individual Contributions	10.00	58.06
401-000 · Taxes	649.88	350,390.27
664-000 · Interest	1,448.04	10,227.34
675-000 · Non profit donations	0.00	19,006.76
Total General Revenue	<u>2,107.92</u>	<u>379,682.43</u>
Program Revenue		
Unrestricted		
642-000 · Promo Sales	135.00	180.00
Total Unrestricted	<u>135.00</u>	<u>180.00</u>
Restricted		
538-000 · ORV State Grant	0.00	23,032.50
674-003 · Mile Marker	-3.12	745.84
539-000 · State Grants	0.00	56,000.00
540-000 · Corporate & Nonprofit Grants	10,000.00	10,000.00
Total Restricted	<u>9,996.88</u>	<u>89,778.34</u>
Total Program Revenue	<u>10,131.88</u>	<u>89,958.34</u>
Total Income	<u>12,239.80</u>	<u>469,640.77</u>
Cost of Goods Sold		
50000 · Cost of Goods Sold	3.65	3.65
Total COGS	<u>3.65</u>	<u>3.65</u>
Gross Profit	<u>12,236.15</u>	<u>469,637.12</u>
Expense		
62800 · Facilities and Equipment		
62840 · Equip Rental and Maintenance	75.00	78,523.53
62890 · Rent, Parking, Utilities	448.46	2,611.34
Total 62800 · Facilities and Equipment	<u>523.46</u>	<u>81,134.87</u>
701-000 · Payroll		
701-001 · Salaries and Wages	8,499.77	45,641.75
701-002 · Payroll taxes	686.10	3,618.46
Total 701-000 · Payroll	<u>9,185.87</u>	<u>49,260.21</u>
727-000 · Office Supplies	53.41	337.84
729-000 · Equipment	0.00	229.79
754-000 · Grant expense	0.00	250.00
800-000 · Operations		
800-001 · Books, Subscriptions, Reference	0.00	1,503.94

	<u>Jul 23</u>	<u>TOTAL</u>
800-002 · Postage, Mailing Service	0.00	63.00
800-004 · Volunteer Recognition	0.00	560.56
Total 800-000 · Operations	<u>0.00</u>	<u>2,127.50</u>
800-955 · Insurance - Liability, D and O	1,615.00	2,092.00
800-956 · Insurance - Workers' Comp	0.00	36.00
802-000 · Accounting Contract Services	85.00	5,865.00
803-000 · Professional Services Fees	0.00	1,080.00
850-000 · Telephone, Telecommunications	233.46	885.86
860-000 · Travel and Meetings	0.00	232.13
870-000 · Board Meeting Expenses	16.95	97.80
880-000 · Marketing		
880-005 · Print advertising	405.00	813.40
881-000 · Public Relations	0.00	1,444.25
Total 880-000 · Marketing	<u>405.00</u>	<u>2,257.65</u>
970-000 · Capital Outlay		
970-100 · Signage		
970-101 · Trail directional signage	833.70	833.70
970-102 · Acknowledgement signs	36.50	36.50
970-104 · Trail mile marker expense	0.00	450.00
Total 970-100 · Signage	<u>870.20</u>	<u>1,320.20</u>
970-200 · Trail Expense		
970-215 · Acquisition	3,600.00	4,285.00
970-214 · Boardwalk	700.00	700.00
970-204 · ORV Trail Work	17,000.00	43,934.42
970-202 · Trail Supplies	535.29	2,820.95
970-203 · Trail Maintenance	840.50	61,257.00
970-206 · Grooming Expenses	0.00	910.00
Total 970-200 · Trail Expense	<u>22,675.79</u>	<u>113,907.37</u>
Total 970-000 · Capital Outlay	<u>23,545.99</u>	<u>115,227.57</u>
Total Expense	<u>35,664.14</u>	<u>261,114.22</u>
Net Ordinary Income	<u>-23,427.99</u>	<u>208,522.90</u>
Net Income	<u><u>-23,427.99</u></u>	<u><u>208,522.90</u></u>

Iron Ore Heritage Recreation Author
Profit & Loss Budget vs. Actua
 January through July 2023

2:37 PM
 08/10/2023
 Accrual Basis

	TOTAL		
	Jan - Jul 23	Budget	% of Budget
Ordinary Income/Expense			
Income			
General Revenue			
674-002 · Individual Contribu	58.06	168.06	34.55%
401-000 · Taxes	350,390.27	349,793.00	100.17%
664-000 · Interest	10,227.34	10,346.00	98.85%
675-000 · Non profit donatio	19,006.76		
Total General Revenue	<u>379,682.43</u>	<u>360,307.06</u>	<u>105.38%</u>
Program Revenue			
Unrestricted			
642-000 · Promo Sales	180.00	180.00	100.0%
Total Unrestricted	<u>180.00</u>	<u>180.00</u>	<u>100.0%</u>
Restricted			
538-000 · ORV State Grant	23,032.50	0.00	100.0%
674-003 · Mile Marker	745.84	1,500.00	49.72%
539-000 · State Grants	56,000.00	0.00	100.0%
540-000 · Corporate & Nonp	10,000.00	95.00	10,526.32%
Total Restricted	<u>89,778.34</u>	<u>1,595.00</u>	<u>5,628.74%</u>
Total Program Revenue	<u>89,958.34</u>	<u>1,775.00</u>	<u>5,068.08%</u>
Total Income	<u>469,640.77</u>	<u>362,082.06</u>	<u>129.71%</u>
Cost of Goods Sold			
50000 · Cost of Goods Sold	3.65		
Total COGS	<u>3.65</u>		
Gross Profit	<u>469,637.12</u>	<u>362,082.06</u>	<u>129.71%</u>
Expense			
62800 · Facilities and Equipm			
62840 · Equip Rental and Ma	78,523.53	80,000.00	98.15%
62890 · Rent, Parking, Utiliti	2,611.34	2,564.00	101.85%
Total 62800 · Facilities and Eq	<u>81,134.87</u>	<u>82,564.00</u>	<u>98.27%</u>
701-000 · Payroll			
701-001 · Salaries and Wage	45,641.75	48,536.00	94.04%
701-002 · Payroll taxes	3,618.46	3,803.00	95.15%
Total 701-000 · Payroll	<u>49,260.21</u>	<u>52,339.00</u>	<u>94.12%</u>
727-000 · Office Supplies	337.84	446.00	75.75%
729-000 · Equipment	229.79	988.00	23.26%
730-000 · Office Equipment	0.00	1,590.00	0.0%
754-000 · Grant expense	250.00	250.00	100.0%
800-000 · Operations			
800-001 · Books, Subscriptic	1,503.94	1,504.00	100.0%

	TOTAL		
	Jan - Jul 23	Budget	% of Budget
800-002 · Postage, Mailing S	63.00	63.00	100.0%
800-004 · Volunteer Recogni	560.56	654.00	85.71%
Total 800-000 · Operations	2,127.50	2,221.00	95.79%
800-955 · Insurance - Liability,	2,092.00	2,092.00	100.0%
800-956 · Insurance - Workers	36.00	36.00	100.0%
802-000 · Accounting Contrac	5,865.00	5,880.00	99.75%
803-000 · Professional Service	1,080.00	1,080.00	100.0%
850-000 · Telephone, Telecom	885.86	737.00	120.2%
860-000 · Travel and Meetings	232.13	251.00	92.48%
870-000 · Board Meeting Expe	97.80	98.00	99.8%
880-000 · Marketing			
880-005 · Print advertising	813.40	408.00	199.36%
881-000 · Public Relations	1,444.25	1,444.00	100.02%
884-000 · Website	0.00	1,000.00	0.0%
885-000 · Logo Apparel	0.00	555.00	0.0%
Total 880-000 · Marketing	2,257.65	3,407.00	66.27%
940-000 · Lease, Appraisal Exp	0.00	30.00	0.0%
970-000 · Capital Outlay			
970-100 · Signage			
970-105 · trail safety signag	0.00	850.00	0.0%
970-101 · Trail directional si	833.70	0.00	100.0%
970-102 · Acknowledgemen	36.50	108.00	33.8%
970-104 · Trail mile marker €	450.00	450.00	100.0%
Total 970-100 · Signage	1,320.20	1,408.00	93.76%
970-200 · Trail Expense			
970-215 · Acquisition	4,285.00	4,285.00	100.0%
970-214 · Boardwalk	700.00	200,000.00	0.35%
970-204 · ORV Trail Work	43,934.42	36,234.00	121.25%
970-202 · Trail Supplies	2,820.95	2,773.00	101.73%
970-203 · Trail Maintenance	61,257.00	65,417.00	93.64%
970-206 · Grooming Expens	910.00	910.00	100.0%
Total 970-200 · Trail Expense	113,907.37	309,619.00	36.79%
970-300 · Engineering	0.00	21,000.00	0.0%
Total 970-000 · Capital Outlay	115,227.57	332,027.00	34.7%
990-000 · Debt Service			
990-002 · Bank Fees	0.00	66.00	0.0%
Total 990-000 · Debt Service	0.00	66.00	0.0%
Total Expense	261,114.22	486,102.00	53.72%
Net Ordinary Income	208,522.90	-124,019.94	-168.14%
Net Income	208,522.90	-124,019.94	-168.14%

Iron Ore Heritage Recreation Authority
General Ledger
As of July 31, 2023

<u>Num</u>	<u>Name</u>	<u>Split</u>	<u>Amount</u>
003-002 · Embers Credit Union 4.18 cd			
		664-000 · Interest	343.93
Total 003-002 · Embers Credit Union 4.18 cd			<u>343.93</u>
003-001 · Embers CD			
		664-000 · Interest	324.45
Total 003-001 · Embers CD			<u>324.45</u>
001-006 · Embers Savings			
Total 001-006 · Embers Savings			
001-005 · nicolet promontory acct			
		664-000 · Interest	779.66
			<u>779.66</u>
Nicolet Checking Acct			
1624	Carol L Fulsher	-SPLIT-	-4,608.06
Deposit	MMRA	800-955 · Insurance - Liability, C	133.00
Deposit	dea danly	018-020 · merchandise	29.72
Deposit	kay tupala	018-020 · merchandise	14.86
Deposit	Rudy Albrecht	018-020 · merchandise	96.35
Deposit	Republic Twp	Property Tax	166.29
EFTPS	United States Treasury	-SPLIT- Federal Payroll Tax	-1,805.12
1625	Robert J Hendrickson	-SPLIT- Payroll	-1,905.69
1627	CAP Cleaning Services	Cleaning Services for Office	-75.00
1631	mARQUETTE BLP	Monthly Utilities	-97.66
1634	NICOLET NATIONAL BANK	VISA Bill	-673.45
Deposit	City of Marquette	Property Tax	12,577.45
10148	State of Michigan	200-259 · State Taxes	-789.27
1626	Andrea Denham	Interpetive Signage	-700.00
1628	City of Negaunee	Railroad Lighting	-15.00
1629	Geomaterials	Surface Grading	-17,000.00
1630	HP Instant Ink	Office Supplies	0.00
1632	Michigan Municipal Risk management	Liability Insurance	-1,748.00
1633	Midway Rentals	Excatator Rental	-840.50
1635	U.P. Fabricating Co., Inc.	Directional Sign	-833.70
1636	Verizon	Phone	-203.21
1639	mARQUETTE BLP	Negaunee Twp Lighting	-13.25
1638	Becky Harju	Book Keeper	0.00
1637	Clark Properties	Rent	-285.00
eposit	Co MQT & Ishpeming	Property Tax	373.35
1641	Becky Harju	Book Keeper	-85.00
EFT	Carol L. Fulsher	-SPLIT- Payroll	-4,609.81

Iron Ore Heritage Recreation Authority
Bills to be Paid
August 2023

<u>Name</u>	<u>Account</u>	<u>Paid Amount</u>
Robert J. Hendrickson	701-001 Salary	-1,905.69
Carol L. Fulsher	701-001 · Salary	-4,609.81
Robert J. Hendrickson	701-001 Salary	-1,905.70
United States Treasury	200-258 · Federal Taxes	-1,805.12
United States Treasury	200-258 · Federal Taxes	-485.08
City of Negaunee	970-202 · Trail Supplies	-15.00
Clark Properties	62890 · Rent, Parking, Utilities	-285.00
mARQUETTE BLP	970-202 · Trail Supplies	-13.25
mARQUETTE BLP	62890 · Rent, Parking, Utilities	-48.43
mARQUETTE BLP	970-202 · Trail Supplies	-50.10
NICOLET NATIONAL BANK	See below	-1,514.25
Signs Now	970-102 · Acknowledgement signs	-36.50
The Mining Journal	880-005 · Print advertising	-405.00
U.P. Fabricating Co., Inc.	970-300 · Engineering	-4,950.00
U.P. Fabricating Co., Inc.	970-104 · Trail mile marker expense	-450.00
Verizon	850-000 · Telephone, Telecommunicator	-24.69
TriMedia	970-215 · Acquisition	-3,600.00
Loyaltees	740-000 · Merchandise expense	-427.98
Joseph LaBrecque	970-203 Maintenance	-4,060.00
	TOTAL	-22,531.60
Visa payment		
Menards	970-202 · Trail Supplies	-28.93

Jubilee Fuel	970-202 · Trail Supplies	-18.46
Jubilee Fuel	970-202 · Trail Supplies	-72.61
Jubilee Fuel	970-202 · Trail Supplies	-63.87
Jubilee Fuel	970-202 · Trail Supplies	-13.38
Menards	970-202 · Trail Supplies	-27.54
Microsoft	727-000 · Office Supplies	-74.19
Menards	970-202 · Trail Supplies	-23.18
Marquette DDA parking pass	62890 · Parking Pass	-29.57
Walmart	730-000 · Office Equipment (new laptop)	-758.83
Midtown Bakery	860-000 · Travel and Meetings	-45.53
HP Instant Ink	727-000 · Office Supplies	-52.99
Adobe	727-000 · Office Supplies	-13.77
Team Wireless (verizon)	850-000 · Telephone, Telecommunicator	-46.39
Walgreens	727-000 · Office Supplies	-36.87
Zoom	870-000 · Board Meeting Expenses	-16.95
Smart Sign	970-105 · trail safety signage	-82.94
NMU EAN	850-000 · Telephone, Telecommunicator	-30.25
Marquette DDA parking pass	62890 · Rent, Parking, Utilities	-71.50
Marquette DDA parking pass	62890 · Rent, Parking, Utilities	-6.50
		<u>-1,514.25</u>



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: 906 Adventure Team

CONTACT NAME: Tara Gluski

ADDRESS: 955 N Lakeshore Blvd, Marquette, MI 49855

EMAIL: adventurecoordinator@906adventureteam.com PHONE: 906-250-9243

EVENT INFORMATION

EVENT DATE: 09/15/23-09/17/23 EVENT DAY: Friday to Sunday

EVENT TITLE: Marji Gesick

SET UP TIME: Friday morning REGISTRATION TIME: N/A ATTENDANCE: 800

START TIME: Friday morning VACATE TIME: Sunday morning

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

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

CHOCOLAY KAWBAWGAM ROAD TO WELCOME CENTER

JACKSON MINERS PARK TO THIRD STREET (ISHPEMING)

WELCOME CENTER TO LOWER HARBOR ORE DOCK

THIRD STREET TO CLIFFS SHAFT MINE MUSEUM

LOWER HARBOR ORE DOCK TO HOLIDAY INN

CLIFFS SHAFT MINE MUSEUM TO WASHINGTON STREET (ISHPEMING)

HOLIDAY INN TO 492/35, NEG TWP

WASHINGTON STREET (ISHPEMING) TO U.S. 41 CROSSING IN HUMBOLDT (NEAR HUMBOLDT MINE)

492/35 TO NEGAUNEE JACKSON MINERS PARK (DOWNTOWN)

HUMBOLDT MINE (US 41 CROSSING) TO REPUBLIC

In order for the Iron Ore Heritage Recreation Authority to manage events on the trail, Event Permits should be submitted at least 60 days prior to the event.

Contact Iron Ore Heritage Trail at 235-2923 or email ironoreheritage@gmail.com two weeks prior to confirm logistics, trail control, and if bollard keys are needed for removal of bollards prior to the event.

IOHRA also notes that the Iron Ore Heritage Trail does include street and railroad crossings and that event organizers must post personnel at these crossings for the safety of event participants. A safety plan will also be required.

IOHRA also notes that the Iron Ore Heritage Recreation Authority does not own all of the Heritage Trail. Organizers should also contact other municipalities as needed. City of Marquette, City of Negaunee and City of Ishpeming and the State of Michigan are also owners of the trail and should be contacted 60-90 days prior to the event if the event includes these municipalities.

- State has ownership on the Chocolay portion Kawbawgam Road to Welcome Center, West Marquette Grade (approximately from the Soo Line overpass in Marquette near Holiday Inn to the Co Rd 492/M35 intersection in Negaunee Township, the DSSA grade from Ishpeming's Section 16 Pit near Washington Street to Humboldt Mine overlook, and LS&I grade from Humboldt to Republic.)
- City of Marquette has ownership from south boundary near Welcome Center to LS&I overpass. IOHRA has ownership from 493/35 west into Negaunee.
- Negaunee has ownership from Healy Avenue to Ishpeming/Negaunee border.
- Ishpeming has ownership from Ishpeming/Negaunee border through downtown to Greenwood Street crossing.

The event organizer, 906 Adventure Team, is responsible for any site damage, interior and exterior clean up. Iron Ore Heritage Trail does not offer exclusive use during event but will help organizers with public notification of event.

The Iron Ore Heritage Trail does not expect payment from use of trail for the event, but does require the organizer to use our logo on event registrations, -tshirts, posters, print ads and any other marketing materials where sponsor logos appear. Contact Iron Ore Heritage Trail for digital logo.

RELEASE OF LIABILITY WAIVER

The 906 Adventure Team, 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 906 Adventure Team agrees to be responsible for the preservation of order and assist Iron Ore Heritage Recreation Authority in orderly trail use.

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.



Authorized Organization Representative Signature

Iron Ore Heritage Recreation Authority Representative

07/20/23

Date

Date

Project Implementation Schedule and Cost Estimate for:
IOHT Trailhead – Marsh Boardwalk – TF21-0052
Iron Ore Heritage Recreation Authority

Scope Item	Complete Plans and Specifications and Submit to DNR for Approval	Permits (Blid'g permits by contractor)	Advertise for Bids/Quotes *	Award Construction and Purchase Contracts and Notify DNR of Contractor/Vendor Approval	Begin Construction or Procurement	Complete Construction or Procurement	Submit Reimbursement Request to DNR
1 Boardwalk Est.\$ 265,000.00	July 25, 2023	N/A	August 22, 2023	Sept. 15, 2023	September 16, 2023	July 15, 2024	August 15, 2024
2 Access Pathway 6' wide or more Est.\$ 4,500.00	July 25, 2023	N/A	August 22, 2023	Sept. 15, 2023	September 16, 2023	July 15, 2024	August 15, 2024
3 Benches Est.\$ 3,500.00	July 25, 2023	N/A	August 22, 2023	Sept. 15, 2023	September 16, 2023	July 15, 2024	August 15, 2024
4 Picnic Table Est.\$ 1,000.00	July 25, 2023	N/A	August 22, 2023	Sept. 15, 2023	September 16, 2023	July 15, 2024	August 15, 2024
5 Observation Deck Est.\$ 3,000.00	July 25, 2023	N/A	August 22, 2023	Sept. 15, 2023	September 16, 2023	July 15, 2024	August 15, 2024
6 Signage Est. \$2,800.00	July 25, 2023	N/A	August 22, 2023	Sept. 15, 2023	September 16, 2023	July 15, 2024	August 15, 2024
7 Permits Est. \$400.00							
TOTAL ESTIMATED CONSTRUCTION COST \$ 280,200.00							

* Upon DNR Approval of Plans and Specifications. Total estimated project cost including fees \$318,200.00



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 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 Extension to Lakenenland Project #: TF22-0040
Grant Amount: \$300,000.00 50% PROJECT TOTAL: \$606,400.00
Match Amount: \$306,400.00 50%
Start Date: Date of Execution by DEPARTMENT End Date: 08/31/2025

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 10/06/2023 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 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 **TF22-0040** 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 **08/07/2023** through **08/31/2025**, 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 5' - 6' wide
- Bench(es)
- Bike Rack(s)
- Landscaping
- Paved ADA Parking Space(s)
- Signage
- Trail 8' wide or more

6. The DEPARTMENT will:
 - a. grant to the GRANTEE a sum of money equal to **Fifty percent (50%) of Six Hundred and Six Thousand Four Hundred dollars (\$606,400.00)**, which is the total eligible cost of construction of the project facilities including engineering costs, but in any event not to exceed **Three Hundred Thousand dollars (\$300,000.00)**.

- 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 **Fifty percent (50%)** 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 **Three Hundred and Six Thousand Four Hundred dollars (\$306,400.00)** in local match. This sum represents **Fifty percent (50%)** 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, 2023** 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 11/30/2025**. If the GRANTEE fails to submit a complete final request for reimbursement by **11/30/2025**, 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.



102 W. Washington Street, #232
Marquette, MI 49855
(906) 235-2923
ironoreheritage@gmail.com

**Resolution to Accept the Michigan Natural Resources Trust Fund Grant
for Lakenenland Trail Extension**

Upon motion made by _____, seconded by _____,
the following Resolution was adopted:

“Resolved, that the Iron Ore Heritage Recreation Authority, Michigan, does here by accept the terms of the Agreement as received from the Michigan Department of Natural Resources, an that the Iron Ore Heritage Recreation Authority does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide three hundred six thousand four hundred (\$306,400.00) dollars to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the trail constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution.”

The following aye votes were recorded: _____

The following nay votes were recorded: _____

State of Michigan)
) ss
County of Marquette)

I, Glenn Johnson, vice chair/secretary of the Iron Ore Heritage Recreation Authority, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the Iron Ore Heritage Recreation Authority at the meeting held on Wednesday, August 23 at the Ishpeming Multi-purpose Senior Center located in Ishpeming, Michigan.

Signature

Title

Date



MICHIGAN NATURAL RESOURCES TRUST FUND LAND ACQUISITION 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 or public authorities for the acquisition of land for resource protection and public outdoor recreation under Part 19 of the Natural Resources and Environmental Protection Act, Act 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 **119** of **2023**, 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 to acquire land or rights in land for the project named below . This Agreement is subject to the terms and conditions specified herein.

Project Title: Iron Ore Heritage Trail - Single Track Trail Acquisition **Project #:** TF22-0047

Amount of grant: \$150,700.00 74% **PROJECT TOTAL:** \$203,800.00

Amount of match: \$53,100.00 26%

Start Date: _____ **Date of Execution by DEPARTMENT** **End Date:** 08/31/2025

As a precondition to the effectiveness of this Agreement, the GRANTEE is required to sign and return it to the DEPARTMENT with the necessary attachments by **10/06/2023**, 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: _____

Date: _____

DUNS #

CV0008751 _____

SIGMA Vendor Number

SIGMA Address ID

Required - Please choose one
Acquisition Closing Option Desired:

This project will be completed utilizing a grant reimbursement process. Grantee will purchase land and seek reimbursement after closing.

This project will be completed utilizing an escrow closing process.

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, MiRecGrants, 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

DEPARTMENT CONTACT

Name/Title

Organization

Address

Address

Telephone Number

E-mail Address

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 land acquisition grant application bearing the number **TF22-0047** uploaded to MiRecGrants are by this reference made part of this Agreement. The Agreement together with the referenced documents in MiRecGrants 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 **08/07/2023** through **08/31/2025**, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be submitted in MiRecGrants 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 grant herein provided is for the acquisition by the GRANTEE of **176.51** acres of land in **Fee Simple** title free of all liens and encumbrances, situated and being in the city/village/township of **Marquette**, in the County of **Marquette, STATE OF MICHIGAN** as described in the uploaded legal description and shown on the uploaded boundary map. As used in this Agreement, the words "project area" shall mean the lands acquired under this Agreement as described in this Section.
5. The project area shall be used for **public outdoor recreation and habitat conservation**, as further described in the GRANTEE'S proposal to the DEPARTMENT and approved by the MNRTF Board. Significant changes in the use of the project area as described in this Section require the prior written authorization of the DEPARTMENT.
6. In order to preserve the financial resources of the State of Michigan and to prevent unjust enrichment of a third party interim owner, if the landowner listed in the project application grants any rights in the real property to an individual or agency other than the GRANTEE, the DEPARTMENT may inspect the terms of the conveyance as a condition to approving the GRANTEE to close.
7. The DEPARTMENT will:
 - a. grant to the GRANTEE a sum of money equal to **Seventy-Four percent (74%)** as reimbursement or as payment

into an escrow account for escrow closing, of the total eligible cost of acquisition of fee simple title free of all liens and encumbrances to the lands in the project area, not to exceed the sum of **One Hundred and Fifty Thousand Seven Hundred dollars (\$150,700.00)**. Acquisition of easements or other rights in land less than fee simple will be considered on a case by case basis at the discretion of the DEPARTMENT.

- b. include the following in the total cost of acquisition eligible for grant funding (based on grant percentage) as provided for in Section 7(a):
 - i. Purchase price of the land, up to the market value, in the project area acquired by the GRANTEE during the project period as provided for in section 9(f) of this Agreement;
 - ii. Reasonable and appropriate costs incurred and paid by the GRANTEE during the project period for recording fees, title insurance, transfer tax, prorated property tax, closing fees and environmental assessments; and
 - iii. Costs incurred and paid by the GRANTEE for appraisal(s) as provided for in Section 9(f) and approved by the DEPARTMENT.
- c. grant funds to the GRANTEE for eligible costs and expenses incurred, as follows:
 - i. Payments will be made on a reimbursement basis or to an escrow account for escrow closing for **Seventy-Four percent (74%)** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum amount allowable under the grant.
 - ii. Reimbursement (or payment to an escrow account for escrow closing) will be made only upon DEPARTMENT review and approval of a complete reimbursement (or escrow closing) request submitted by the GRANTEE on forms provided by the DEPARTMENT that meet all documentation requirements set forth by the DEPARTMENT. A complete reimbursement or escrow closing request must document the total cost of the acquisition and the GRANTEE's compliance with Section 8 of this Agreement and DEPARTMENT acquisition project procedures.
 - iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request or completion of the escrow closing. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for final audit 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 proper signage acknowledging MNRTF assistance in compliance with Section 9(q) of this Agreement.

8. Closing Options:

a. FOR REIMBURSEMENT PROJECTS:

The GRANTEE shall be eligible for reimbursement only upon GRANTEE'S completion of all of the following:

- i. Electing to use the grant reimbursement closing process at time of signing this project agreement (See grey box prior to signature section).
- ii. Acquisition by GRANTEE of fee simple title free of all liens and encumbrances of all land in the project area. Acquisition of easements or other rights in land less than fee simple will be considered on a case by case basis at the discretion of the DEPARTMENT.
- iii. Submission of proof of acquisition of marketable record title to the DEPARTMENT in the form of a policy of title insurance ensuring the GRANTEE possesses marketable record title in fee simple, free of all liens and encumbrances to the land in the project area. Said policy is to insure the GRANTEE against loss or damage at least equal to the purchase price of the subject land.
- iv. Proper conveyance to the State of Michigan of all mineral interest to which the State is entitled under this Agreement as outlined in Section 9(m).
- v. Submission of a complete request for reimbursement as set forth in this Agreement.

b. FOR ESCROW CLOSING PROJECTS:

The GRANTEE shall be eligible for grant funding through escrow closing process only upon GRANTEE'S completion of the following:

- i. Electing to use the escrow closing process at time of signing this project agreement (See grey box prior to signature section).
- ii. Securing the services of a reputable title company who will agree to serve as the escrow closing agent.
- iii. Execution of escrow closing agreement by GRANTEE, DEPARTMENT, LANDOWNER/SELLER and title

- company (agent).
- iv. Providing Department and title company an approximate desired timeframe for closing.
- v. Sending DEPARTMENT the draft closing packet (reference Land Acquisition Escrow Closing Package Checklist) at least 60 days prior to the desired closing date.
- vi. Coordinating with title company to schedule the exact closing date after DEPARTMENT'S approval of draft closing documents and submitting to DEPARTMENT an updated closing statement from the title company at least 10 days before the desired closing date.
- vii. Submitting local matching funds plus 10% of the eligible grant amount to title company for deposit into escrow account and providing proof of escrowed funds to the DEPARTMENT .

9. The GRANTEE will:

- a. immediately make available all funds needed to pay all necessary costs required to complete the project and to provide **Fifty-Three Thousand One Hundred dollars (\$53,100.00)** as local match to this project. This sum represents **Twenty-Six percent (26%)** of the total eligible cost of acquisition including incidental costs. Any cost overruns incurred to complete the project called for by this Agreement shall be the sole responsibility of the GRANTEE.
- b. complete the acquisition in compliance with the acquisition project procedures set forth by the DEPARTMENT .
- c. make no written offer or commitment to purchase lands in the project area before execution of this Agreement and before written DEPARTMENT approval as provided for in Section 9. Failure to comply with this requirement shall, at the option of the DEPARTMENT, make the cost of the property an ineligible expense under this Agreement and subject this Agreement to termination by the DEPARTMENT .
- d. provide verification that the site is not 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, based on the results of due diligence and, if needed, an environmental assessment or, if the site has been determined to be a facility, to provide documentation of due care compliance. The results of the due diligence must be accounted for in the appraisal(s).
- e. complete a 40-year title review on the property. The results of the title review must be accounted for in the appraisal(s).
- f. obtain an appraisal of the real estate within the project area in accordance with standards established by the DEPARTMENT to determine the market value thereof; two appraisals meeting these standards being required for properties valued at \$750,000 or more. Failure to complete the appraisal(s) in this manner shall make the cost of said appraisal(s) an ineligible expense under this Agreement.
- g. submit the appraisal(s) to the DEPARTMENT for approval no later than 120 days after the date of execution of this Agreement. No written offer or commitment to purchase land in the project area shall be transmitted by the GRANTEE until after approval has been given in writing by the DEPARTMENT .
- h. perform, or to directly contract for the performance of, all appraisal(s), appraisal review(s), title review, closing and acquisition of all lands in the project area.
- i. eliminate all pre-existing non-recreation uses of the project area within 90 days of the date of acquisition, unless otherwise approved by the DEPARTMENT in writing.
- j. remove existing structures or make ready for an appropriate use in a reasonable time frame after completion of the acquisition.
- k. complete acquisition of the entire project area before 08/31/2025. Failure to acquire the project area by 08/31/2025 shall constitute a breach of this Agreement and subject the GRANTEE to the remedies provided by law and set forth in Section 23 of this Agreement.
- l. provide the DEPARTMENT all documents and information as specified in Sections 8a or 8b of this Agreement. If utilizing reimbursement process, documents must be submitted within 60 days after the transaction is closed. If utilizing escrow closing process, documents must be submitted no later than 60 days prior to desired closing. Failure to submit the required documents and information for review shall constitute a material breach of this Agreement. Proof of payment to seller (such as cancelled check, wire confirmation, etc.), recorded warranty deed, recorded mineral royalty deed and recorded Declaration and Notice must be submitted to the DEPARTMENT within 60 days after closing. The final 10% of eligible grant amount will be released upon satisfactory audit review and approval by the DEPARTMENT .
- m. for parcels over 5 acres, execute, acknowledge and deliver to the DEPARTMENT a deed conveying to the State of Michigan a perpetual nonparticipating royalty equal to 1/6 of the gross proceeds of sale of all oil and/or gas and other minerals produced and saved in any combination from the mineral rights in, on or under the lands in the project area.
- n. retain all rights acquired by the GRANTEE in coal, oil, gas, sand, gravel or any other minerals in, on or under the lands in the project area in perpetuity.
- o. not develop any rights acquired by the GRANTEE in coal, oil, gas, sand, gravel or any other minerals in, on or under

- the lands in the project area in a manner that diminishes the usefulness of the project area for its intended purposes. In addition, GRANTEE agrees not to develop, or allow others to develop, any such minerals from sites adjacent to the project area in a manner that diminishes the usefulness of the project area for its intended purposes.
- p. maintain satisfactory financial accounts, records, and documents and to make them available to the DEPARTMENT for auditing upon request. Such accounts, records, and documents shall be retained by the GRANTEE for not less than three years following submittal of the final audit reimbursement request.
 - q. erect and maintain a sign or other acknowledgement as approved by the DEPARTMENT on the property which designates this project as one having been acquired with the assistance of the MNRTF. The size, color, and design of this sign shall be in accordance with DEPARTMENT specifications.
 - r. 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.
 - s. provide the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any facilities constructed thereon, and to provide the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Any tariff schedule proposed shall provide solely for sufficient revenues to cover the costs of operating, maintaining and/or developing the premises and/or any facilities provided thereon. Preferential membership or annual permit systems are prohibited at this site. 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.
 - t. 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.
 - u. furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of project area and/or facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.
 - v. adopt such ordinances and/or resolutions as shall be required 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.
 - w. 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 to pay any and all taxes, fees, or assessments legally imposed against the project area.
 - x. make the project area and any facilities located thereon, as well as the land and water access ways to them, open to the public within 90 days of the date of acquisition and keep them open to the 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.
 - y. make the project area and any future facilities provided thereon available for public outdoor recreation in perpetuity and in accordance with uses described in this Agreement and APPENDIX C, to regulate the use thereof and to provide for the maintenance thereof to the satisfaction of the DEPARTMENT, and to appropriate such moneys and/or provide such services as shall be necessary to provide such adequate maintenance.
10. The GRANTEE shall acquire fee simple title, free of all liens, encumbrances, or restrictions on future use to the lands in the project area. The fee simple title acquired 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 reservations or prior conveyance of coal, oil, gas, sand, gravel or any other mineral interests.
 11. 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.
 12. The project area and any facilities located thereon shall not be wholly or partially conveyed, 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 title, ownership, or right of ownership or control without the written approval and consent of the DEPARTMENT.
 13. 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.
14. 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 affected with outdoor recreation properties of equal or greater market value, and of reasonably equivalent usefulness and location. The DEPARTMENT shall approve such replacement only upon such conditions as it deems necessary to assure the substitution with other outdoor recreation properties of equal or greater market value and of reasonably equivalent usefulness and location. Such replacement land shall be subject to all the provisions of this Agreement.
15. 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 to make the property safe for public use no later than 90 days after the date of acquisition; and
 - b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area, and that responsibility for actions taken to develop, operate, or maintain the project area 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 acquiring the premises.
 - d. The GRANTEE acknowledges that the DEPARTMENT is not responsible for any tax liability assessed on the property after closing by the GRANTEE. Further, the eligible amount of tax pro-rated at time of closing will be determined by the DEPARTMENT.
16. Before the DEPARTMENT will give approval to make a written offer to purchase the property included in 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.
17. 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.
18. The GRANTEE shall acquire and maintain, or cause to be acquired or maintained, 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.

19. 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.
20. 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, including any appurtenant riparian rights, to and in the project area and any lands connected with or affected by this project.
21. 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.
22. Failure by the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement.
23. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT, in addition to any other remedy provided by law and this Agreement, 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, the Land and Water Conservation Fund and the Recreation Passport Grant Program; and/or
 - d. Require repayment of grant funds already paid to GRANTEE; and/or
 - e. Seek specific performance of the Agreement terms.
24. 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.
25. 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 the 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 audit 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 audit reimbursement has been made shall be the specific performance of this Agreement.
26. 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.
27. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.
28. 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.



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

RESOLUTION TO SIGN THE MICHIGAN TRUST FUND GRANT TF22-0047
ACQUISITION OF 176 ACRES IN MARQUETTE &
NEGAUNEE TOWNSHIPS

UPON motion made by _____, seconded by _____, the following Resolution was adopted:

“RESOLVED, that the Iron Ore Heritage Recreation Authority, of Marquette County, Michigan, does hereby accept the terms of the grant Agreement as received from the Michigan Department of Natural Resources and that the Iron Ore Heritage Recreation Authority does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide Fifty-Three Thousand, One Hundred (\$53,100) dollars to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times in perpetuity.
3. To regulate the use of the property acquired and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
4. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution.

The following aye votes were recorded: _____

The following nay votes were recorded: _____

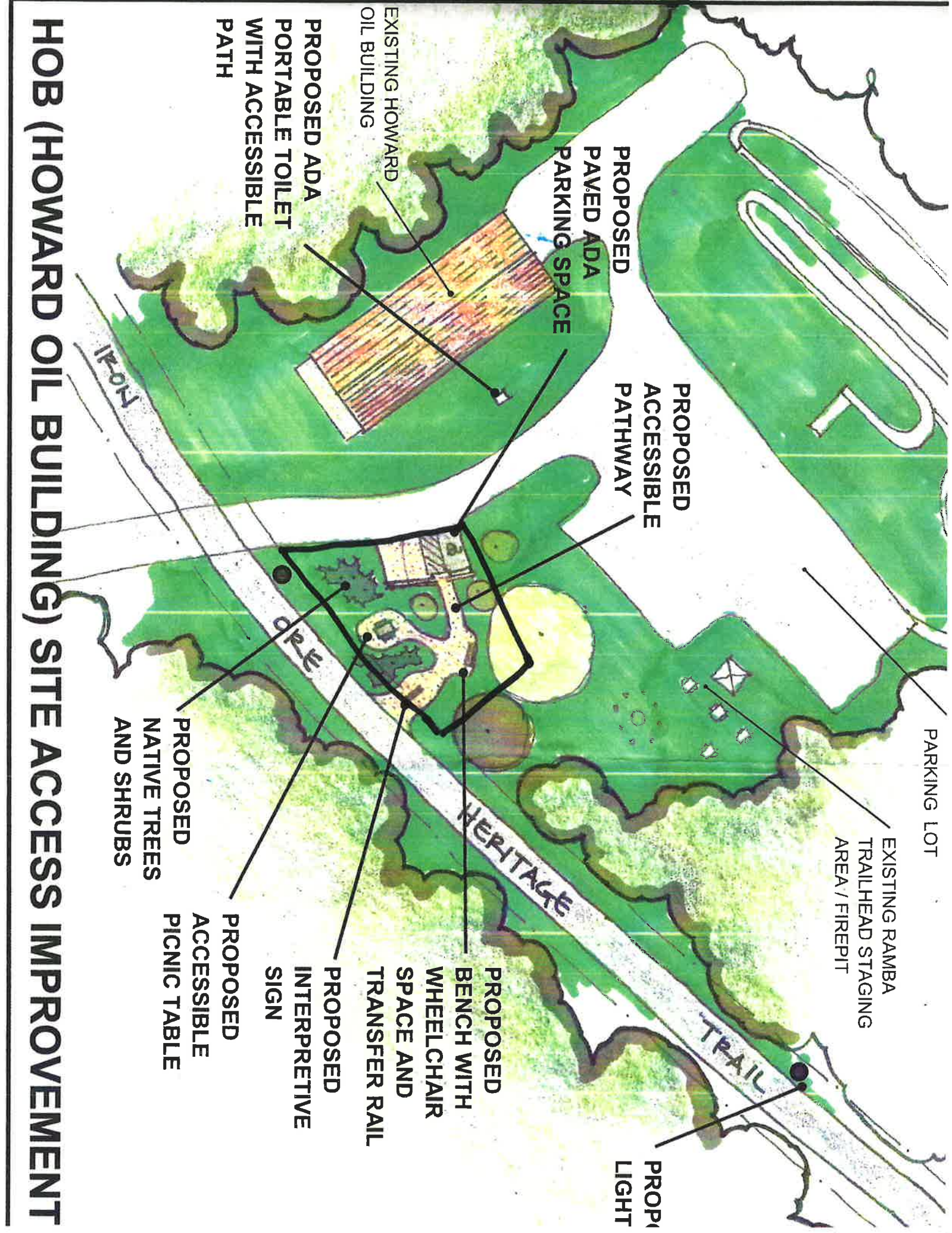
STATE OF MICHIGAN)

) ss

COUNTY OF MARQUETTE)

I, Glenn Johnson, Vice Chair/Secretary of the Iron Ore Heritage Recreation Authority, of Marquette County, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the Board of the Iron Ore Heritage Recreation Authority on Wednesday, August 23, 2023 at a meeting held at the Ishpeming Senior Center in Ishpeming, Michigan.

Glenn Johnson
Vice Chair/Secretary
Dated: _____



PARKING LOT

EXISTING RAMBA
TRAILHEAD STAGING
AREA / FIREPIT

PROPOSED
ACCESSIBLE
PATHWAY

PROPOSED
PAVED ADA
PARKING SPACE

EXISTING HOWARD
OIL BUILDING

PROPOSED ADA
PORTABLE TOILET
WITH ACCESSIBLE
PATH

PROPOSED
NATIVE TREES
AND SHRUBS

PROPOSED
ACCESSIBLE
PICNIC TABLE

PROPOSED
BENCH WITH
WHEELCHAIR
SPACE AND
TRANSFER RAIL

PROPOSED
INTERPRETIVE
SIGN

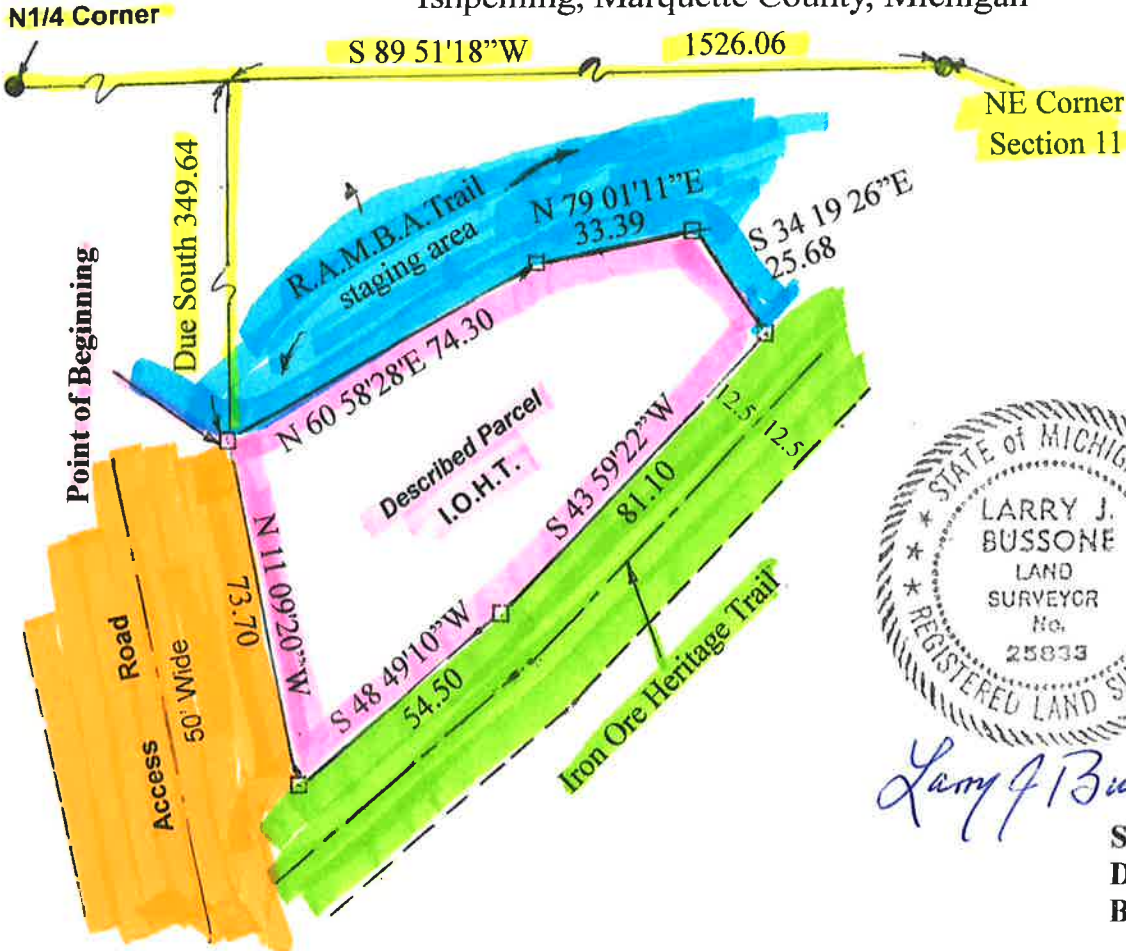
PROPOSED
LIGHT

HOB (HOWARD OIL BUILDING) SITE ACCESS IMPROVEMENT

PARCEL LEASE SURVEY

PREPARED FOR: Iron Ore Heritage Trail Authority

A Parcel located in the NW1/4-NE1/4 of Section 11-47-27 in City of Ishpeming, Marquette County, Michigan



Larry J. Bussone

Scale 1"=40'
Date- August 6, 2023
By- Larry J. Bussone

Parcel Description:

A Parcel of land located in the Northwest Northwest Quarter of the Northeast Quarter (NW1/4-NE1/4) of Section Eleven (11), T.47 N., R. 27 W in the City of Ishpeming, Marquette County, Michigan Described as follows:

Commencing at the NE Corner of said Section 11; thence S 89°51'18" W 1526.06 feet (along the North Section Line of said Section 11); thence Due South 349.64 feet to the **Point of Beginning**; thence N 60°58'28"E 74.30 feet; thence N 79°01'11"E 33.39 feet; thence S 34°19'26"E 25.68 feet, (to the Northerly R/W of the Iron Ore Heritage Trail); thence (along said Trail the next two bearings & distances), S 43°59'22"W 81.10 feet; thence S 48°49'10"W 54.50 feet; thence N 11°09'20"W 73.70 feet, to the Point of Beginning. Said Parcel contains 0.12 Acres more or less, and is part of Ishpeming Tax Code 52-51-711-002-00, and is abutting the R.A.M.B.A. Trail staging area.

LEGEND:

- 1) ● = Found Iron
- 2) ○ = Set 1/2" x 18" Iron
- 3) △ = Set Other Monument
- 4) □ = No Iron Set

NOTE:

- 1) All dimensions are in feet
- 2) Bearings reflect those from Marquette County Remonumentation.
- 3) Parcel being used by I.O.H.T.

Election Summary Report

General Election

Marquette County, Michigan

August 08, 2023

Summary for: All Contests, All Districts, All Tabulators, All Counting Groups
Official Results

Voters Cast: 284 of 958 (29.65%)

Republic Township Fire Protection Services and Equipment Millage Proposal (Vote for 1)

	Total	
Times Cast	284 / 958	29.65%
Candidate	Total	
Yes	146	
No	137	
Total Votes	283	

Iron Ore Heritage Recreation Authority Millage Renewal (Vote for 1)

	Total	
Times Cast	284 / 958	29.65%
Candidate	Total	
Yes	118	
No	166	
Total Votes	284	

2023 Trail Maintenance List

<u>Trail amenities/signage</u>	<u>Who</u>	<u>Timeline</u>	<u>How to Pay</u>
Take down safety markers Chocolay	Joe LaBrecque	June	maintenance
Stay on trail signs on ORV route, Ishpeming	Team Riders	Done	ORV
Mile Marker Installment 41.75 in Chocolay	Staked and miss digged, waiting UP Fab to install	May/June	Ojibway Family
Fix split rail fence in Ishpeming	Island Lake Adopt a Milers. IOHRA supplies materials, they do labor	August/September	maintenance budget
Counters , need 1 or 2 new ones of get them fixed	Fulsher	Summer	Chocolay, Neg Twp
Fencing at Stoneville Road destroyed intentionally	Decide on expansion of Parking Lot/entrance/exit		Insurance, maint. ORV funds
Repair bench in Negaunee	??	Summer	???
New directional sign up on Malton Rd. for Ishp camping	UP Fab to install	Summer	signage
Mile marker installment marker 36	UP Fab to install	Summer	Bill and Ann Fisher
Stop sign down at driveway near Riverside Chocolay	Don Britton	Summer	maintenance
Bike Fixing Station at Neg Twp trailhead	Joe LaBrecque	August	maintnace
Varnish benches	Carol	August	maintenance
Deck at Section 16 pit needs new boards	Bob will do patch repair. Deck needs to be replaced. Quotes provided	Autumn	maintenance
New sign ("NO Motorized Vehicles) Chocolay	Bob/Carol	August	maintenance
Camera up in Chocolay	Bob/Carol	August	maintenance
Bell Adopt a mile	Bob	Done	maintenance
U of M Alumni Adopt a mile	Bob	August	maintenance
<u>Trail Upgrades</u>			
new aggregate Negaunee township	Superior Paving	Done	Maintenance Budget
Wetlands Boardwalk	Bid documents submitted	2023/2024	Bid, Grant
Winthrop Junction parking lot	Monies needed for bridge. ORV Grant addendum for 2024	Oct	Bid, ORV Grant

Trail Maintenance				
ORV Gravel/Grading	Awarded to GeoMaterials	July		ORV Grant Funds
ORV Gravel/Grading	Awarded to GeoMaterials	September		ORV Grant Funds
Sweeping of paved trail-Marquette Marathon	Joe LaBrecque	end of August		Maintenance Funds
ORV Grading Ishpeming/Negaunee	Monies moved to bridge	After Oct 1		ORV Grant Funds
	Chocolay done by Don; June; Mgt Twp Don, June 19; Neg Twp; June 14 Carol: Neg to Isp June 20 Carol; East Neg June 21 Carol	Done		Maintenance funds
Mowing, Ishpeming to Chocolay	Bob	Done		Maintenance funds
Mowing, Ishpeming to Stoneville	Bob	Done		Maintenance funds
Mowing Carp river to Welcome Center	Bob	Done		Maintenance funds
Mowing, Republic	Bob	Done		Maintenance funds
Mowing, Tilden to Chocolay	Bob	July		Maintenance funds
Mowing, Tilden to Chocolay	Bob	August		Maintenance funds
ORV Spring Maintenance	TEAM Riders	Done		ORV Funds
ORV Summer Maintenance	TEAM Riders	August		ORV Funds
	Coordinate a volunteer effort- Neg/Ish Lions	August 21-25		Maintenance
Brushing of Trail between Ishpeming and Negaunee				
Repair large washout on ORV trail Humboldt	Bid awarded to CareySodergren	Done		ORV amendment/Emergency funds
Large amount of trees down	Tony Harry, Joe LaBrecque, ORV, volunteers	Done		Maintenance
Trail Flooded east Negaunee	Plugged culvert underneath R/R grade. Working with cliffs/CN do fix	Done		Emergency repair funds if needed?
Trees need cutting on ORV route west of Ishpeming	????	Summer		ORV Contingency Funds
Bridge collapse on ORV Trail, culvert plugged East Negaunee	Bids out, Unplugged	September		ORV funds?
	several pulled out June 14; Bob and Don with excavator	June		train maintenance crew?
Big logs stuck at Carp River Bridge, Negaunee	Bob and Don with excavator	Done		maintenance funds
Gravel needed at Washington Street IshPeming	Tembreull	June		ORV funds
ORV Dust Control	DNR Bid	June		DNR pays
Trail Flooded west Ishpeming	Ishpeming fixed culvert	July		City of Ishpeming

10411
-PROPOSED ORV ROUTE

Proposed Negaunee ORV Route Extension

..... Proposed ORV Route





102 W. Washington Street, #232

Marquette, MI 49855

(906) 235-2923

ironoreheritage@gmail.com

**Section 16 Observation Deck/Fishing Pier Repairs
Ishpeming just east of Washington Street crossing**

Estimate on 16'X20' deck surface replacement:

Synthetic Material: boards with connecting hardware: \$4800

Treated Lumber: boards with decking screws: \$1018

Estimates from Cattron's Lumber in Negaunee

Re-tape top of joist with decking tape: \$100

Labor estimate: \$1200

Total project cost estimate: \$2380 treated lumber; \$6100 synthetic lumber

**CITY OF NEGAUNEE
COUNCIL/BOARDS AND COMMISSIONS
APPLICATION**

Name: Jon Becker Date: 7/5/2023

Address: 1101 OWAISSA ST NEGAUNEE

Occupation: Non Profit Exec Dir and Co-OWNER AT LOVE'S BICYCLES

Telephone: ^{cell} ~~Home~~: 906 458 4221 ~~Work~~: AND ORGANIZER @ ONE TO SHARE

Email: jon.andrus.becker@gmail.com

Board/Commission Applying for: IRON ORE HERITAGE TRAIL - CITY OF NEGAUNEE REPRESENTATION

If applying for more than one Board/Commission list order of preference:

1) _____ 2) _____ 3) _____

What other Boards/Commissions have you served on? PLANNING COMMISSION 10+ YEARS,
CITY COUNCIL

Could you regularly attend scheduled Board/Commission Meetings?

Yes No _____ Conflict _____

Why do you wish appointment to this Board/Commission? I BELIEVE IN THE IOHT MISSION
AND RECOGNIZE THE SIGNIFICANT VALUE IT BRINGS TO THE COMMUNITY
IN HEALTH/WELLNESS, TOURISM, EVENTS ETC AND WANT TO HELP WITH ITS
CONTINUED SUCCESS.

What are your qualifications/credentials for appointment? 30+ YEARS AS AN AVID BIKE RIDER,
XC SKIER AND TRAIL USER/SUPPORTER/VOLUNTEER

What is your understanding of the mission of this Board/Commission? TO REPRESENT THE
INTERESTS OF THE CITY AND ITS RESIDENTS AND TRAIL USERS

References (list names, addresses, and telephone numbers) (Optional)

1. DANA LAHON - NEGAUNEE CITY COUNCIL
2. BOB HENNINGSON - IOHT ADMINISTRATOR
3. _____

Signature Jon Becker



Michael Springer

906.345.9559 michaelsspringer@mac.com 206 Eagles Nest Road Marquette, MI 49855

August 11, 2023

**Carol Fulsher
Bob Hendrickson
Iron Ore Heritage Recreation Authority**

The Big Bay Stewardship Council (BBSC) is requesting a letter of support for a Michigan Department of Agriculture and Rural Development (MDARD) Rural Readiness Application.

The \$50,000 request is to lay the ground work for the Powell Township Historical Trail. These funds would be used to create a master plan that would include:

- Development of a historical trail plan in collaboration with community members, Powell Township, architects and engineers.
- Securing Letters of Agreement for easements from property owners.
- Research, design and construction of wayfinding and informational panels along historical trails in collaboration with other local organizations such as Marquette Township Downtown Development Authority, Marquette Regional History Center, the Iron Ore Heritage Recreation Authority and the Noquemanon Trail Network.

The Rural Readiness Grant Program Round 2 was announced July 24 and is due August 28. We would appreciate having all letters of support in by **Friday, August 25**.

That's less then 2 weeks away. The Summer is busy.

Please take the time to fit us in.

Thank You.

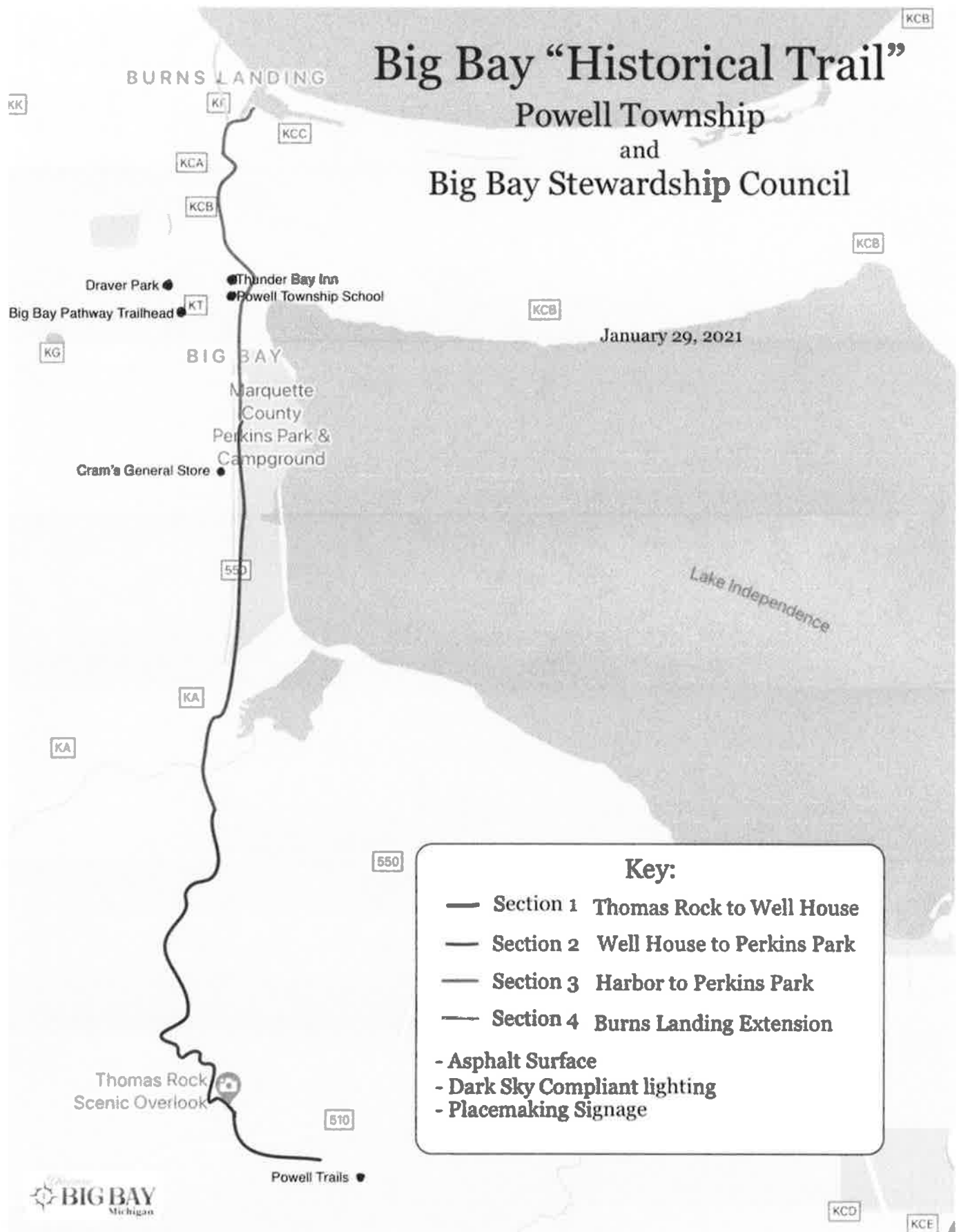
Mike Springer
Placemaking Committee
Big Bay Stewardship Council

PS The Placemaking Committee of BBSC envisions Burn's Landing as a northern mode connecting through Marquette Township to the Iron Ore Heritage Trail within a decade. (See Map on Back)

Big Bay "Historical Trail"

Powell Township
and
Big Bay Stewardship Council

January 29, 2021



Key:

- Section 1 Thomas Rock to Well House
- Section 2 Well House to Perkins Park
- Section 3 Harbor to Perkins Park
- Section 4 Burns Landing Extension
- Asphalt Surface
- Dark Sky Compliant lighting
- Placemaking Signage