

City of Marquette, MI



Meeting Agenda City Commission

**Monday, January 27, 2025
6:00 PM
Commission Chambers**

300 West Baraga Ave
Marquette, Michigan 49855

Call to Order, Pledge of Allegiance and Roll Call

Approval of the Agenda

Announcements

Boards and Committees

1. Reappointment(s)

Douglas Davis, Marquette Brownfield Redevelopment Authority, for a term ending 02-01-2028

Marc Weinrick, Downtown Development Authority, for a term ending 01-01-2029

Brianna Hobbins, Public Art Commission, for a term ending 02-26-28

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

Presentation(s)

2. UPCM Guardian Recognition- Leiyona Ouimette and Vada Kockler

3. Sister City Visit to Kajaani, by Randy Jensen

4. Consent Agenda

4.a. Approve the minutes of the January 13, 2025 regular Commission meeting

4.b. Approve the total bills payable in the amount of \$2,502,798.76

4.c. 2024 Audit Engagement Letter and Preliminary Communications Letter

4.d. Application for License to Use City Property at 125 W. Spring Street

4.e. Community Services Fee Schedule Change

4.f. Marquette Junior Hockey Corporation - Office and Storage Lease Agreement

4.g. NTN - Heartwood Trail Management Agreement Amendment

4.h. NTN - Office and Storage Lease Agreement

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

Comments from the Commission

Comments from the City Manager

Adjournment

Kyle Whitney, City Clerk

If you require assistance to participate in any meeting, program or activity offered by the City of Marquette, please provide advanced notice to City of Marquette ADA Coordinator Eric Stemen at 906-225-8978 or via email at estemen@marquettemi.gov.

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 1/27/2025

Presentation(s)

UPCM Guardian Recognition- Leiyona Ouimette and Vada Kockler

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 1/27/2025

Consent Agenda

Approve the minutes of the January 13, 2025 regular Commission meeting

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 1/27/2025

Consent Agenda

2024 Audit Engagement Letter and Preliminary Communications Letter

BACKGROUND:

Audit Engagement and Preliminary Communications letters are a standard part of the annual audit.

The Audit Engagement letter communicates the terms of the engagement.

The Preliminary Communications letter provides details about the planned scope and timing of the audit. Additionally, this letter requests certain disclosures be made.

Both letters require the Mayor's signature.

FISCAL EFFECT:

The audit fee structure outlined in the Audit Engagement Letter align with the audit contract approved by the Commission on September 9, 2024, and are appropriately budgeted in the FY'25 budget.

RECOMMENDATION:

Authorize the Mayor to sign the Audit Engagement letter and the Preliminary Communications letter for the FY'24 audit.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ 2024 Audit Engagement Letter
- ▣ 2024 Preliminary Communications Letter



January 16, 2025

To Honorable Mayor and Members of the
City Commission and Management of the
City of Marquette, Michigan
300 West Baraga Avenue
Marquette, Michigan 49855

We are pleased to confirm our understanding of the services we are to provide for the City of Marquette, Michigan (the City) for the year ended September 30, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the City as of and for the year ended September 30, 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) GASB-required Pension Schedules.
- 3) GASB-required OPEB Schedules.
- 4) Major Fund Budgetary Comparison Schedules.

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS,

and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

- 1) Schedule of Expenditures of Federal Awards.
- 2) Combining and Individual Fund Financial Statements.

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

- 1) Introductory Section of the Annual Comprehensive Financial Report.
- 2) Statistical Section of the Annual Comprehensive Financial Report.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance; and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such

opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of the primary government of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of the primary government of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and direct confirmation of receivables and certain assets and liabilities by

correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement. We may also request written representations from your attorneys as part of the engagement and they may bill you for responding to this inquiry.

Audit Procedures—Internal Control

We will obtain an understanding of the primary government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls of the primary government that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance of the primary government internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB*

Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management of the primary government is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the primary government's selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the primary government's financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the primary government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review upon beginning our on-site fieldwork.

With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report, or reference to Anderson, Tackman & Company, PLC, will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

With regard to an exempt offering document with which Anderson, Tackman & Company, PLC is not involved, you agree to clearly indicate in the exempt offering document that Anderson, Tackman & Company, PLC is not involved with the contents of such offering document.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any

significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date of the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

Other Services

Related to the City (the primary government) we will also:

- Consult on the adjustments and/or disclosures required for the adoption of any new GASB pronouncements, as applicable, based on information provided by you. New GASB pronouncements required to be reviewed by management for applicability in the current year include:
 - *GASB 100, Accounting Changes and Error Corrections – an Amendment of GASB Stmt. No. 62*
- Assist in preparing the schedule of expenditures of federal awards in conformity with the Uniform Guidance based on information provided by you and your discretely-presented/blended component units, as applicable.

- Prepare the Data Collection Form in accordance with the Uniform Guidance based on information included in the schedule of expenditures of federal awards, the results of our Single Audit procedures, and information provided by you.

Related to Peter White Public Library (the Library), a discretely presented component unit of the City, we will also:

- Assist in preparing the financial statements (and related notes) in conformity with accounting principles generally accepted in the United States of America based on information provided by Library and the City.
- Prepare the financial statement reconciliations in accordance with GASB 34 based on information provided by the Library.
- Consult on the adjustments and/or disclosures related to net pension liability in accordance with GASB Statement No. 68 based on the information provided by the Library, the City, and the actuary for the Municipal Employees Retirement System (MERS).
- Consult on the adjustments and/or disclosures related to the PWPL Development Fund in accordance with GASB Statement No. 80 based on information provided by the Library.
- Consult on the adjustments and/or disclosures related to leases in accordance with GASB Statement No. 87 based on the information provided by the Library, if applicable.
- Consult on the adjustments and/or disclosures related to Subscription-Based Information Technology Arrangements (SBITAs) in accordance with GASB Statement No. 96 based on the information provided by the Library, if applicable.
- Consult on the adjustments and/or disclosures required for the adoption of any new GASB pronouncements, as applicable, based on information provided by you. New GASB pronouncements required to be reviewed by management for applicability in the current year include:
 - GASB 100, *Accounting Changes and Error Corrections – an Amendment of GASB Stmt. No. 62*

Related to the Marquette Downtown Development Authority (the DDA), a discretely presented component unit of the City, we will also:

- Assist with the adjustments to convert the DDA's books from the cash-basis method of accounting to the modified-accrual method of accounting in conformity with accounting principles generally accepted in the United States of America based on information provided by the DDA.
- Assist in preparing the financial statements (and related note information) in conformity with accounting principles generally accepted in the United States of America based on

information provided by DDA for inclusion in the City's Annual Comprehensive Financial Report.

- Prepare the financial statement reconciliations in accordance with GASB 34 based on information provided by the DDA.
- Maintain the DDA's capital asset schedules in accordance with the DDA's capitalization policy for purposes of preparing the financial statement reconciliations in accordance with GASB Statement No. 34 based on information provided by the DDA. Adjustments to the capital asset schedules (included additions, disposal, and depreciation expense) will be based on information provided by the DDA.
- Maintain the DDA's long-term debt schedules for purposes of preparing the financial statement reconciliations and related note information in accordance with GASB statement No. 34.
- Consult on the adjustments and/or disclosures related to leases in accordance with GASB Statement No. 87 based on the information provided by the DDA, if applicable.
- Consult on the adjustments and/or disclosures related to Subscription-Based Information Technology Arrangements (SBITAs) in accordance with GASB Statement No. 96 based on the information provided by the DDA, if applicable.
- Consult on the adjustments and/or disclosures required for the adoption of any new GASB pronouncements, as applicable, based on information provided by you. New GASB pronouncements required to be reviewed by management for applicability in the current year include:
 - GASB 100, *Accounting Changes and Error Corrections – an Amendment of GASB Stmt. No. 62*

These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

Citrix ShareFile (herein referred to as "ShareFile") is used solely as a method of transmitting and/or exchanging information and data and is not intended to store the City's information. The City is responsible for downloading any deliverables and other records from the ShareFile that it wishes to retain for its own records at the completion of the engagement.

Upon completion of the engagement, any deliverables, data, and other content will either be removed from the ShareFile or become unavailable to the City and Anderson, Tackman & Company, PLC within a reasonable time frame of 180 days from initial upload.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations and schedules we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the city; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Anderson, Tackman & Company, PLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Michigan Department of Treasury or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight

responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Anderson, Tackman & Company, PLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Michigan Department of Treasury. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Michael A. Grentz, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately January 2025 and to issue our reports no later than March 31, 2025.

Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Our fee for services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, confirmation service provider fees, etc.) as outlined in the Attachment to this letter. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the City Commission, which will also address other information in accordance with *AU-C 720, The Auditor's Responsibilities Relating to Other Information Included in Annual Reports*. We will make reference to Andrews Hooper Pavlik, PLC's audit of the Marquette Board of Light and Power, a discretely presented component unit, in our report on your financial statements. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have

not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Peer Review under *Government Auditing Standards*

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our most recent peer review report and letter of comment can be found by accessing the Peer Review Public File link on the AICPA website. Our firm number is 900010001417, which can be used to perform a Firm Search. The direct address to perform a Firm Search is:

https://peerreview.aicpa.org/public_file_search.html

Agreement Performance

In the event, through cause, either party shall fail to fulfill in a timely and proper manner the obligations under the agreement or if either shall violate any of the covenants, agreements or stipulations of the agreement; either party shall thereupon have the right to terminate this agreement by written notice specifying the reasons and the effective date thereof. In the event of termination all property finished or unfinished shall belong to the party whom prepared the documents.

All disputes under this agreement shall be submitted to mediation. Each party shall designate an executive officer or principal empowered to resolve the dispute. Should the designated representatives be unable to agree on a resolution, a mediation service acceptable to both parties shall select a mediator to mediate the dispute. Each disputing party shall pay an equal percentage of the mediator's fees and expenses. No suit or arbitration proceedings shall be commenced under this agreement until at least 60 days after the mediator's first meeting with the involved parties.

In the event that the dispute is required to be litigated, the court shall be authorized to assess litigation costs against any party found not to have participated in the mediation process in good faith.

In the performance of this agreement, we will not discriminate against any employee whom we employ in the work covered by this agreement because of race, color, religion, sex or national origin.

Closing

We appreciate the opportunity to be of service to the City of Marquette, Michigan and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

ANDERSON, TACKMAN & COMPANY, PLC
Certified Public Accountants

Michael A. Grentz

Michael A. Grentz, CPA
Partner

ATTACHMENT:

The audit fee structure for the year ended September 30, 2024, will be as follows:

Audit – City	\$30,500	@ %
Component Units:		
Peter White Public Library (PWPL)	6,050	@ # %
Marquette Downtown Development Authority (MDDA)	4,850	@ # & %
Marquette Brownfield Redevelopment Authority (MBRA)	6,900	@ %
Marquette Area Wastewater Treatment Facility	4,850	@ %
Fire-Police Retirement System	4,850	@ %
Single Audit	4,850	# *
New Pronouncements		see below
	Total	<u>\$62,850</u>

- @ - This fee is based on the activity included in the audited financial statements as of and for the year ended September 30, 2023. If the scope of the engagement is expanded (e.g. additional work related to new funds, debt, etc.), any significant additional time to perform our services will be billed at time and materials.
- # - The audit fee includes preparation of the financial statements including footnotes for PWPL, MDDA, and the Single Audit, if applicable. Any other services beyond this will be billed at actual time.
- & - This fee includes maintaining the capital asset schedules for GASB 34 purposes.
- % - If any new standards are required to be implemented during the current year an additional fee will be determine based on the complexity of implementation, and if possible, the estimated fee will be communicated with you prior to the start of the audit.
- * - This fee estimate includes the testing of one major program under the Uniform Guidance and is subject to change based on the complexity of the major program. If more than one program is required to be tested in accordance with the Uniform Guidance an additional fee will be assessed based on the compliance requirements and complexity of the additional major program(s) selected for testing.

New requirements scheduled to be implemented during the September 30, 2024 audit and the estimated fees related to their implementation are as follows:

GASB 101, *Accounting Changes and Error Corrections – An Amendment of GASB Stmt No. 62* N/A

- TBD - The fee for this service will be billed at actual time (hourly rates ranging from \$70-\$262).
- N/A - Initial assessment is that this standard is not applicable to the City or that implementation of this standard does not entail significant additional time. If it is later determined that this GASB is applicable and significant additional time is required for implementation, an additional fee will be assessed at that time.

RESPONSE:

This letter correctly sets forth the understanding of City of Marquette, Michigan.

Management

Management signature: _____

Title: Chief Financial Officer

Governance

Governance signature: _____

Title: Mayor



January 16, 2025

City of Marquette, Michigan
Marquette City Commission and Mayor Hanley
300 W. Baraga Ave.
Marquette, Michigan 49855

We are engaged to audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Marquette, Michigan (the City) for the year ended September 30, 2024. Professional standards require that we provide you with the following information related to our audit. We would also appreciate the opportunity to meet with you to discuss this information further since a two-way dialogue can provide valuable information for the audit process.

Our Responsibilities under U.S. Generally Accepted Auditing Standards, *Government Auditing Standards* and the Uniform Guidance

As stated in our engagement letter dated January 16, 2025, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

In planning and performing our audit, we will consider the City's internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinions on the financial statements and not to provide assurance on the internal control over financial reporting. We will also consider internal control over compliance with requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with the Uniform Guidance.

As part of obtaining reasonable assurance about whether the City's financial statements are free of material misstatement, we will perform tests of its compliance with certain provisions of laws, regulations, contracts, and grants. However, providing an opinion on compliance with those provisions is not an objective of our audit. Also in accordance with the Uniform Guidance, we will examine, on a test basis, evidence about the City's compliance with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) Compliance Supplement applicable to each of its major federal programs for the purpose of expressing an opinion on the City's compliance with those requirements. While our audit will provide a reasonable basis for our opinion, it will not provide a legal determination on the City's compliance with those requirements.

Generally accepted accounting principles provide for certain required supplementary information (RSI) to supplement the basic financial statements. Our responsibility with respect to the management's discussion and analysis and Section 2 – Required Supplementary Information

(as listed in the Table of Contents of the City's Annual Comprehensive Financial Report), which supplement the basic financial statements, is to apply certain limited procedures in accordance with generally accepted auditing standards. However, the RSI will not be audited and, because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance, we will not express an opinion or provide any assurance on the RSI.

We have been engaged to report on the individual major fund financial statements, combining and individual non-major fund financial statements, capital asset schedules, and long-term debt schedules, which accompany the financial statements but are not RSI. Our responsibility for this supplementary information, as described by professional standards, is to evaluate the presentation of the supplementary information in relation to the financial statements as a whole and to report on whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

We have not been engaged to report on the Introductory Section and Statistical Section of the City's Annual Comprehensive Financial Report, which accompany the financial statements but is not RSI. Our responsibility with respect to this other information in documents containing the audited financial statements and auditor's report does not extend beyond the financial information identified in the report. We have no responsibility for determining whether this other information is properly stated. This other information will not be audited and we will not express an opinion or provide any assurance on it.

Planned Scope, Timing of Audit, and Other

Audit Planning Process

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. We will generally communicate our significant findings at the conclusion of the audit. However, some matters could be communicated sooner, particularly if significant difficulties are encountered during the audit where assistance is needed to overcome the difficulties or if the difficulties may lead to a modified opinion. We will also communicate any internal control related matters that are required to be communicated under professional standards.

Significant Risks

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Management override of controls is always presumed a significant risk in accordance with Generally Accepted Auditing Standards.

- Revenue recognition is always presumed to be a significant risk in accordance with Generally Accepted Auditing Standards.
- Fraud risks (discussed in the next section of this letter), including suspected fraud.
- Overall financial statement risk related to turnover of key personnel, if applicable.
- Defined benefit pension plan financial statement amounts and disclosures.
- Other Post-employment Benefit plan financial statement amounts and disclosures.
- Financial statement disclosures and amounts related to *Leases* under GASB Statement No. 87.
- Financial statement disclosures and amounts related to *SBITAs* under GASB Statement No. 96, if applicable.
- Implementation of new GASB Standards including, but not limited to:
 - GASB 100, *Accounting Changes and Error Corrections – an Amendment of GASB Stmt. No. 62*
- Financial statement disclosures and amounts related to debt transactions such as amortization of premiums and/or discounts as well as reporting of gains and/or losses on debt refundings required to be disclosed in accordance with GASB Statement No. 7 and/or GASB Statement No. 23.
- Recording and reporting of federal expenditures, if applicable.
- Proper identification federal expenditures for presentation on the schedule of expenditures of federal awards.
- Changes in financial statement presentations:
 - Items identified by Government Finance Officers Association's (GFOA) most recent Certificate of Achievement for Excellence in Financial Reporting (COA) Program review of the City's Annual Comprehensive Financial report:
 - Grading Categories with a grade of "Needs Significant Improvement", if applicable
 - Other items identified in the "Detailed Listing of Comments and Suggestions for Improvement"
 - Changes in funds presented as major for financial statement purposes.
 - New funds in the current fiscal year.

Addressing Risk in the Audit

We will use the knowledge and understanding about your entity gathered in the audit planning process, together with other factors, to first assess the risk that errors or fraud may cause a material misstatement at the financial statement level. The assessment of the risks of material misstatement at the financial statement level provides us with parameters within which to design the audit procedures for specific account balances and classes of transactions. Our risk assessment process at the account-balance or class-of-transactions level consists of:

- An assessment of inherent risk (the susceptibility of an assertion relating to an account balance or class of transactions to a material misstatement, assuming there are no related controls); and
- An evaluation of the design and effectiveness of internal control over financial reporting and our assessment of control risk (the risk that a material misstatement could occur in an assertion and not be prevented or detected on a timely basis by the company's internal control).

We will then determine the nature, timing, and extent of tests of controls and substantive procedures necessary given the risks identified and the controls as we understand them.

Internal Control Relevant to the Audit

Our audit of the financial statements will include obtaining an understanding of internal control sufficient to plan the audit and to determine the nature, timing, and extent of audit procedures to be performed. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Our review and understanding of your organization's internal control is not undertaken for the purpose of expressing an opinion on the effectiveness of internal control.

Materiality in Planning and Executing the Audit

In planning the audit, the materiality limit is viewed as the maximum aggregate misstatements, which if detected and not corrected, would cause us to modify our opinion on the financial statements. The materiality limit is an allowance not only for misstatements that will be detected and not corrected but also for misstatements that may not be detected by the audit. Our assessment of materiality throughout the audit will be based on both quantitative and qualitative considerations. Because of the interaction of quantitative and qualitative considerations, misstatements of a relatively small amount could have a material effect on the current financial statements as well as financial statements of future periods. At the end of the audit, we will inform you of all individual unrecorded misstatements aggregated by us in connection with our evaluation of our audit test results.

Areas with Higher Assessed Risks of Material Misstatements

Risk of material misstatement is the risk that the financial statements have been misstated by a material amount. As part of our audit planning process, we assess the risk of material misstatement on the various audit areas. The risk of material misstatement can be expressed as an equation where:

$$\text{Risk of Material Misstatement (RMM)} = \text{Inherent Risk (I/R)} \times \text{Control Risk (C/R)}$$

Inherent risk in an audit refers to the susceptibility of a misstatement that is due to reasons other than the failure of internal controls. Factors of inherent risk can include things like the complexity of accounting for transactions, the volume of transactions recorded, the extent of judgment involved in accounting for a transaction or audit area, the complexity of calculations, and presence of misstatements or noncompliance in prior audit. The auditor cannot perform procedures to reduce inherent risk.

Conversely, control risk in an audit is the susceptibility of a misstatement due to the failure of an entity's internal controls. The failure in internal control is the result of the design or operation of a control that does not allow management or employees to prevent and/or detect and correct a misstatement in the normal course of performing their assigned functions. The auditor can perform procedures to reduce control risk.

As part of planning the audit we determine if the risk of material misstatement can be appropriately reduced by performing procedures designed to test the operating effectiveness of the entity's internal control structure. If deemed appropriate we will perform tests of controls on areas of the audit that we deem significant such as receipts, disbursements, payroll, utility billing, grant expenditures, and financial statement close. Typically, such testing, if deemed necessary, is done as part of our preliminary fieldwork to allow us sufficient time to adjust our audit plan should the results of such testing identify deficiencies.

Nature and Extent of Specialized Skills Needed for the Audit

Our planning process includes the assessment of whether the audit will require any specialized skills in order to obtain reasonable assurance for forming our opinions. This is done through assessing the required skills needed and assigning appropriate staff to meet those needs. A specialist may be needed to provide appropriate documentation for certain financial statement items and disclosures. We have not deemed it necessary to hire a specialist to assist with the audit; however, we may rely on information provided by management's specialist(s) such as an actuary for providing the required information for inclusion in the footnotes related to the entity's pension and other post-employment benefit pension plans, if applicable. If management has hired such a specialist we will require management to make certain representations to us regarding the use of a specialist.

Key Audit Matters (KAMs)

In accordance with AU-C Section 701 key audit matters (KAMs) are defined as "those matters that, in the auditor's professional judgment, were of most significance in the audit of the financial statements for the current period." If engaged to report on KAMs we will take into account various factors for determining what items are considered KAMs, including consideration of areas with higher assessed risk of material misstatement, areas of the financial statements that may rely on significant judgment by management, areas of the financial statements that require significant disclosures, and/or significant events that may have occurred during the current year.

We have not been engaged to report on key audit matters.

Significant Changes in Financial Condition, Environment, or Activities

Throughout the course of the audit, we review known facts about the entity as part of our process for determining the accounting procedures that are appropriate for the circumstances. Significant changes in the financial condition, environment, or activities of the entity may result in a higher assessed risk of material misstatement. As we are made aware of these changes we adapt our audit procedures to address any added risk. As part of our final audit procedures, we review our initial risk assessments, preliminary materiality amounts, and other analytical procedures to determine if additional procedures are deemed necessary in order for us to provide an opinion on the financial statements.

Worked Performed by Other Auditors

Our report will include a reference to other auditors who audited the financial statements of the Marquette Board of Light and Power, a discretely presented component unit of the City. As part of our audit, we will request certain representations from the component auditor in order to (1) obtain an understanding of the component auditor's competence and the component auditor's understanding and compliance with independence and other ethical requirements that are relevant to the group audit, (2) confirm that the component auditor, understands the context in which their work will be used and agrees to cooperate with Anderson, Tackman & Company, PLC (herein referred to as the group auditor), and (3) ensure that the preconditions for making reference to the work of the component auditor in the auditor's report on the group financial statements has been met. Additionally, our request for certain representations will also be used to confirm if the component audit was performed in accordance with *Government Auditing Standards*.

Anderson, Tackman & Company, PLC deems that the work of the component auditor can be relied upon. Therefore, our opinion on the group financial statements, insofar as it relates to the amounts included in the component unit activities, will be based solely on the report of the other auditors. Additionally, in accordance with *Government Auditing Standards*, we will issue a report on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. However, our report will not include the results of the other auditor's testing of internal control over financial reporting or compliance and other matters.

Two-way Communication

Effective two-way communication between Anderson, Tackman & Company, PLC and members of the City Commission is important to understanding matters related to the audit and in developing a constructive working relationship.

Your insights may assist us in understanding the City and its environment, in identifying appropriate sources of audit evidence, and in providing information about specific transactions or events. We may discuss with you your oversight of the effectiveness of internal control and any areas where you request additional procedures to be undertaken. We expect that you will timely communicate with us any matters you consider relevant to the audit. Such matters might include strategic decisions that may significantly affect the nature, timing, and extent of audit procedures, your suspicion or detection of fraud, or any concerns you may have about the integrity or competence of management.

We will timely communicate to you any fraud involving management and other fraud that causes a material misstatement of the financial statements, illegal acts that come to our attention (unless they are clearly inconsequential), and disagreements with management and other serious difficulties encountered in performing the audit. We also will communicate to you and to management any significant deficiencies or material weaknesses in internal control that become known to us during the course of the audit. Other matters arising from the audit that are, in our professional judgment, significant and relevant to you in your oversight of the financial reporting process will be communicated to you in writing after the audit.

Independence

Our independence policies and procedures are designed to provide reasonable assurance that our firm and its personnel comply with applicable professional independence standards. Our policies address financial interests, business and family relationships, and non-audit services that may be thought to bear on independence. For example, without our permission no partner or professional employee of Anderson, Tackman & Company, PLC is permitted to own any direct financial interest or a material indirect financial interest in a client or any affiliates of a client. Also, if an immediate family member or close relative of a partner or professional employee is employed by a client in a key position, the incident must be reported and resolved in accordance with Firm policy. In addition, our policies restrict certain non-audit services that may be provided by Anderson, Tackman & Company, PLC and require audit clients to accept certain responsibilities in connections with the provision of permitted non-attest services.

Timing of the Audit

We have worked with management to determine a mutually agreeable timetable for the various phases of our audit. Key dates are as follows:

Preliminary fieldwork: January 2025
Year-end fieldwork: January – March 2025
Final: March 31, 2025

Management's adherence to its closing schedule and timely completion of information used by us in performance of the audit is essential to timely completion of the audit. Please utilize this timetable to relate any matters relevant to the audit.

Consideration of Fraud in a Financial Statement Audit

Auditing Standards Board's AU-C Section 240, *Consideration of Fraud in a Financial Statement Audit*, defines fraud as "an intentional act by one or more individuals among management, those charged with governance, employees, or third parties, involving the use of deception that results in a misstatement in financial statements that are the subject of an audit." Two types of misstatements are considered relevant to the audit:

- 1) *Misstatements arising from fraudulent financial reporting* are intentional misstatements or omissions of amounts or disclosures in financial statements designed to deceive financial statement users where the effect causes the financial statements not to be presented, in all material respects in conformity with generally accepted accounting principles (GAAP).
- 2) *Misstatements arising from misappropriation of assets* (sometimes referred to as theft or defalcation) involve the theft of an entity's assets where the effect of the theft causes the financial statements not to be presented, in all material respects in conformity with GAAP.

It is important that you understand the three conditions that are generally present when fraud occurs: (1) incentive/pressure, (2) opportunity, and (3) rationalization. Management is responsible to design and implement controls to prevent, deter, and detect fraud. Management and the governing board are also responsible for helping set a tone-at-the-top that promotes honesty and high ethical standards. When management and the governing board fulfill their responsibilities the opportunity to commit fraud is significantly reduced. However, management has a unique ability to perpetrate fraud due to management's knowledge of the internal control structure and

the ability to circumvent those controls. For that reason, it is essential that the Board of Trustees be cognizant of the potential for fraud.

As part of our audit procedures AU-C Section 240 requires us to evaluate the risk of material misstatement due to fraud and to make certain inquiries about fraud:

- Your knowledge of any actual fraud or suspicions of fraud affecting the entity.
- Whether you are aware of any allegation of fraud or suspected fraud affecting the entity.
- Your understanding of the risks of fraud in the entity, including any areas in which you feel are at greater risk or transactions that questionable in nature.
- Your understanding on the programs and controls that have been implemented by management and the governing board to mitigate specific fraud risks the entity has identified, or that otherwise help to prevent, deter and detect fraud, and how management and the governing board monitors those programs and controls.
- How you monitor multiple locations or business segments, and whether any for which a risk of fraud may be more likely to exist, if applicable.
- How you communicate to each other, management, and employees the importance of ethical behavior and business practices.
- Your overall knowledge of your organization's compliance with the applicable laws and regulations.

AU-C Section 240 requires us to maintain appropriate documentation regarding our inquiries related to these matters. This can be done through either a personal meeting (via in-person, phone, Zoom or equivalent) or through written communication.

Closing

Generally speaking, the intent of this letter is to assist you in understanding your role in governance for preventing, deterring, and detecting fraud within the entity. We ask that you provide a copy of this letter to others on the governing body and that you confirm to us your understanding of the information provided in this by signing and returning a copy to us. In your response we ask that you disclose to us your knowledge of any fraud or suspected fraud within the entity so that we can tailor our audit to be responsive to those concerns, if any.

We appreciate the opportunity to service the City of Marquette, Michigan. If, at any point of the audit, you or any member of the governing body desire to communicate with us personally, please feel free to call our office at (906) 225-1166 and we would be happy to respond to any questions or comments you have or to coordinate a mutually acceptable time to meet in person or via a video conferencing application.

We expect to begin our year-end audit fieldwork in January 2025 and issue our report on approximately March 31, 2025. Michael A. Grentz, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

This information is intended solely for the information and use of the City Commission, management, and others within the City and is not intended to be and should not be used by anyone other than these specified parties.

Sincerely,

ANDERSON, TACKMAN & COMPANY, PLC
Certified Public Accountants

Kathryn Pelton

Kathryn Pelton
Senior Accountant

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper has a slight shadow on the right side, suggesting it's part of a bound notebook.

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 1/27/2025

Consent Agenda

Application for License to Use City Property at 125 W. Spring Street

BACKGROUND:

Queen City Properties, LLC, owner of 130 W. Baraga Avenue, has submitted an application to use a small portion of the public property that lies north of the 130 W. Baraga Avenue parcel, which is a former rail corridor and now comprises parts of a DDA-managed public parking lot, for the placement of a masonry dumpster enclosure that will be used for trash collection by the business and the neighboring business at 136 W. Baraga Avenue. The former rail corridor is now a parcel of land addressed as 125 W. Spring Street and is owned by the City of Marquette.

FISCAL EFFECT:

The application fee of \$460 and has been paid.

RECOMMENDATION:

Approve the License and execute the Grant of License document.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Application-Exhibit_01-PRU-01-25
- ▣ Agreement-GOL_signed by Applicant_01-PRU-01-25

PRINT

CITY OF MARQUETTE
APPLICATION FOR LICENSE/EASEMENT
OF CITY-OWNED PROPERTY



CITY STAFF USE

Date Submitted: 12/11/2024 Parcel ID#: 0110570 File #: 01-PRU-01-25
Property Address/Location: 130 W. Baraga Ave. / 125 W. Spring St. (City)
Adequate Graphic Image or Legal Description Submitted: (Y) N
Receipt #: 930219 Check #: 1085 Received by and date: 12-11-24 AC

FEE \$460 (We can only accept Cash or Check (written to the City of Marquette))

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED, ALL OF THE INFORMATION REQUIRED IS PRESENT AT THE TIME OF THE APPLICATION - NO EXCEPTIONS! If you have any questions, please call 228-0425 or e-mail dstensaas@marquettemi.gov.

ADDRESS INFORMATION

What is the street address, or nearest street address, of the property/location of the requested license/easement?

130 W. Baraga Ave. (private) / 125 W. Spring St. (municipal)

APPLICANT CONTACT INFORMATION and LEGAL NAME OF PROPERTY OWNER

APPLICANT or REPRESENTATIVE

Name: Jim Pentacost
Address: 412 W. Washington Ave.
City: Marquette
State, Zip: MI 49855
Phone #: 617-939-4395
Email: jpentacost@basehospitalitygroup.com
- for Explorer Hotel - 130 W. Baraga Ave.

NAME(S) ON PROPERTY DEED

Name(s): Kevin Thompson
Address: 130 W. Baraga Ave.
City, State, Zip: Marquette, MI 49855
Phone #: 906-236-3605
Email: MRTRUN@gmail.com

PROJECT DESCRIPTION

Please describe the reason or necessity for the requested license/easement for use of the City property:

Placement of a commercial dumpster enclosure in the location shown on the Site Plan Excerpt attachment. This specific spot is mostly within the abandoned rail corridor addressed as 145 W. Spring St. - owned by the City of Marquette, and a portion of the enclosure is on the 136 W. Baraga Ave. property. This is a shared trash receptacle (130/136).

LEGAL or GRAPHIC LOCATION DESCRIPTION

A surveyed legal description of the license/easement area or a graphic image of the approximate requested license area is required. City staff can provide an aerial photo of the subject property/area to assist with creating a graphic location description/exhibit for the application.

See Exhibit A attachment

ATTACHMENTS

You may attach sketches, maps, photos, or other items that may help to illustrate/visualize your request. Community Development staff will attach a photo-map of the area. Attachments:

See site plan sheet showing approximate location of shared (by 136 and 130 W. Baraga Ave.) dumpster that is partially on the private property of 130 W. Baraga and partially on the 125 W. Spring St. property

SIGNATURE

I understand that this application itself is not considered an approval and only the Marquette City Commission has the authority to grant an approval for a license/easement for use of property owned by the City of Marquette.

Signature: _____

Date: _____

12/10/24

Site Plan 21-SPR-12-23 Excerpt

Note: the location of the abandoned rail corridor appears altered on City GIS maps, but this is a sealed survey and is presumed to be more accurate than City GIS images.
- DStenaaas

145

136

130

DDA parking lot

126

W. Baraga Ave.

requested Dumpster enclosure location

original location for dumpster

abandoned rail corridor

ELECTRICAL SITE PLAN

1" = 10'-0"



KEYED NOTES

1. KEYED NOTES

GENERAL NOTES

1. GENERAL NOTES



BASE HOSPITALITY GROUP
EXPLORE HOTEL: MHD
RG DESIGN
136 W BARAGA ST, MARQUETTE, MI 49855

REVISION	DATE	BY	CHKD	APP'D
1	10/1/2021	RG	RG	RG
2	10/1/2021	RG	RG	RG
3	10/1/2021	RG	RG	RG
4	10/1/2021	RG	RG	RG
5	10/1/2021	RG	RG	RG
6	10/1/2021	RG	RG	RG
7	10/1/2021	RG	RG	RG
8	10/1/2021	RG	RG	RG
9	10/1/2021	RG	RG	RG
10	10/1/2021	RG	RG	RG

ELECTRICAL
SITE
PLAN

E1.0

© U.P.E.A. Engineers & Architects, Inc.

File #: _____

Parcel ID#: _____

STAFF REVIEW

- For a sign/object/structure/project encroaching into a public right-of-way or on City property -

Please fill out the form within 48 hours of receiving it.

<u>Reviewing Department</u>	<u>Recommend Approval</u>	<u>Comments</u>
-----------------------------	-------------------------------	-----------------

Planning & Zoning-Community Development

Date Received: _____

Treasurer

Date Received: _____

Police

Date Received: _____

Engineering- Community Development

Date Received: _____

DPW

Date Received: _____

Fire

Date Received: _____

DDA (if parcel is in DDA district - advisory)

Date Received: _____

EXHIBIT A

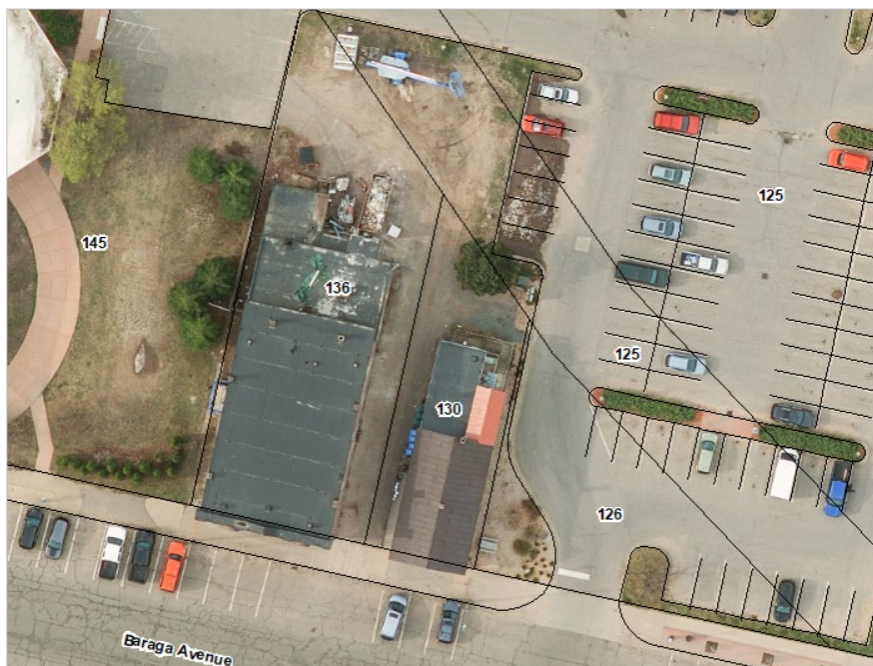
01-PRU-01-25

130 W. Baraga Ave./125 W. Spring St. – Dumpster Enclosure Location



Approximate area of the planned dumpster enclosure shown in yellow and a portion of the area encroaches onto City property within the 125 W. Spring St. parcel to the north of the 130 W. Baraga Ave. property boundary - shown in blue. The property lines shown here do not align with the recent survey of the 136 and 130 W. Baraga Ave. sites, and the enclosure will encroach more upon the 125 W. Spring St. property than is shown here.

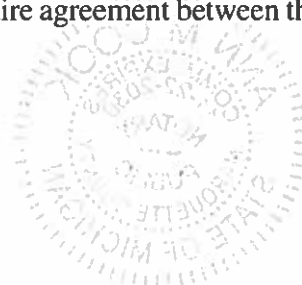
Area Map of 130 and 136 W. Baraga Ave. and the 125 W. Spring St. former railroad corridor:



GRANT OF LICENSE

THE CITY OF MARQUETTE, a municipal corporation of 300 W. Baraga Ave., Marquette, MI 49855, ("City"), and QUEEN CITY PROPERTIES LLC, of 130 W. Baraga Ave., Marquette, Michigan 49855, "Queen City," enter into this agreement on _____, 2025, subject to the following conditions:

1. Background. The City owns the abandoned rail corridor commonly known as 125 W. Spring Street, in the City of Marquette, and State of Michigan. Queen City desires to construct an enclosed dumpster ("Dumpster"), on the real estate and to the specifications set forth in Exhibit A.
2. Grant of the license. In consideration of \$460.00, the City grants to Queen City the right to construct and maintain the Dumpster on the real estate and to the specifications set forth in Exhibit A.
3. Construction and Maintenance. Queen City shall construct, and at all times while this License is in effect, maintain the Dumpster in good repair. Queen City shall be responsible for all fees and expenses related to the construction and maintenance of the Dumpster and real estate described in Exhibit A.
4. Use. The right to use the real estate described in Exhibit A is not exclusive, however as long as this License is in effect, the City shall not permit any use contrary to the Dumpster except as may be necessary to install, repair, remove or replace utilities. In the event the City repairs, removes or replaces utilities or performs street work, Queen City shall be responsible for any removal of, repair to or replacement of the Dumpster in connection with utility work. Queen City shall not use the real estate for any purpose except as specifically allowed within this agreement, and shall not alter, injure or damage the City's real estate.
5. Reimbursement for damages. Queen City shall reimburse the City for any physical damages to the City's real estate caused by Queen City's use on the real estate. Queen City shall indemnify, defend and hold harmless the City from and against any demand, claim, action or cause of action, assessment, loss, damage, liability cost and/or expense, including but not limited to, interest, penalties, consultants fees and expenses, and attorneys' fees and expenses, asserted against, imposed upon or incurred by the City due solely to Queen City's use. Queen City's obligations under this provision shall not extend to claims, losses, expenses or damages arising out of or in any way attributable to the negligence of the City or its agents, consultants, or employees. Queen City reserves the right to control the defense and settlement of any claim for which Queen City has an obligation to indemnify hereunder.
6. Revocation. This License may be revoked by either party at any time by providing at least 180 days' written notice of termination to the other party. On the termination date, all rights and obligations of the parties shall cease and on or before the termination date, Queen City shall remove the Dumpster from the real estate, at its own expense. Queen City shall not be entitled to a reimbursement for any portion of the fee previously paid to the City.
7. Personal Interest. The rights granted herein are personal to Queen City, and terminate upon the transfer of ownership of Queen City's premises.
8. Entire Agreement. This Grant of License constitutes the entire agreement between the parties.



The said parties have caused this document to be executed the day and year first written above.

CITY OF MARQUETTE

By: Jessica Hanley
Its: Mayor

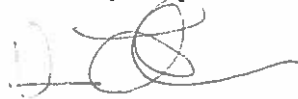
By: Kyle Whitney
Its: Clerk

STATE OF MICHIGAN)
)
COUNTY OF MARQUETTE)

Acknowledged before me in Marquette County, Michigan, on _____, 2025,
by Jessica Hanley, Mayor and Kyle Whitney, Clerk, of the City of Marquette, a Michigan municipal
corporation.

_____, Notary Public
State of Michigan, County of Marquette
My Commission Expires: _____
Acting in the County of Marquette

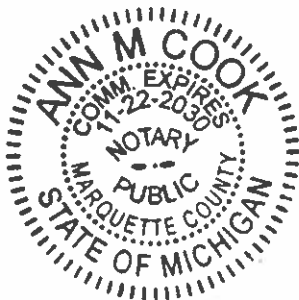
Queen City Properties LLC



By: Kevin Thomson
Its: OWNER QCP LLC

STATE OF MICHIGAN)
)
COUNTY OF MARQUETTE)

Acknowledged before me in Marquette County, Michigan, on January 16, 2025,
by Kevin Thomson, Owner of Queen City Properties LLC.




_____, Notary Public
State of Michigan, County of Marquette
My Commission Expires: 11-22-30
Acting in the County of Marquette

EXHIBIT A

01-PRU-01-25

130 W. Baraga Ave./125 W. Spring St. – Dumpster Enclosure Location



Approximate area of the planned dumpster enclosure shown in yellow and a portion of the area encroaches onto City property within the 125 W. Spring St. parcel to the north of the 130 W. Baraga Ave. property boundary - shown in blue. The property lines shown here do not align with the recent survey of the 136 and 130 W. Baraga Ave. sites, and the enclosure will encroach more upon the 125 W. Spring St. property than is shown here.

Area Map of 130 and 136 W. Baraga Ave. and the 125 W. Spring St. former railroad corridor:



City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 1/27/2025

Consent Agenda **Community Services Fee Schedule Change**

BACKGROUND:

Per the recommendations in the Lighthouse Property Land Use Plan, the Captain's Residence at Lighthouse Park is being utilized as a short-term rental within the park rental system. The revenue associated with this park rental is dedicated to Lighthouse Park bond debt and future park improvements.

A City Fee Schedule amendment is recommended to update the rental rates to accommodate winter and charitable/collaborative bookings. The proposed fee range is recommended as \$75-700 (per night).

FISCAL EFFECT:

New revenue will be realized from the rental of the Captain's Residence.

RECOMMENDATION:

Approve the proposed addition to the Community Services Fee Schedule effective immediately.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Fee Schedule Update

CITY OF MARQUETTE - ADOPTED FY 2025 FEES

COMMUNITY SERVICES	FY 2025 ADOPTED FEE	
Non-Resident Participation Fee*		
* (annual per household - Oct. 1 - Sept. 30).....	N/A	\$5.00
Baseball:		
Slow Pitch Softball - Women & Men.....	\$320.00 / team	
Fast Pitch Softball - Women & Men.....	\$320.00 / team	
Tournament Charges:		
Per Day Per Diamond.....	\$85.00	
Security Deposit.....	\$250.00	
Non-Resident Participation Fee*		
* (annual per household - Oct. 1 - Sept. 30).....	N/A	\$20.00
Athletic Field Key Charge for non-return.....	\$50.00	
Baraga Gymnasium.....	\$40.00 / hour	
Security Deposit.....	\$100.00	
* High Impact Use Security Deposit.....	\$500.00	
<i>* To be determined by Community Service Director</i>		
City Park Rentals:		
City Park - Exclusive Use:		
Security Deposit (required w/ application).....	\$250.00	
* High Impact Use Security Deposit.....	\$500.00	
<i>* To be determined by Community Service Director</i>		
1st Day.....	\$800.00	\$1,070.00
2nd Day.....	\$690.00	\$920.00
3rd Day.....	\$615.00	\$815.00
All other subsequent days.....	\$560.00	\$750.00
Reduced Fee (up to 4 hours or up to 50 people).....	\$400.00	\$535.00
Special Event Admin Fee (run/walk/bike events with no use fee).....	\$25.00	\$35.00
City Park - Non-Exclusive Use:		
Security Deposit (required w/ application).....	\$250.00	
<i>Use must not dominate park as determined by the Community Service Director and must allow for continued public use of all park facilities. Group or organization must be located within City limits.</i>		
Captain's Residence (per night).....	\$75.00 (min) - \$700.00 (max)	
Cleaning Fee (per booking).....	\$100.00	

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 1/27/2025

Consent Agenda

Marquette Junior Hockey Corporation - Office and Storage Lease Agreement

BACKGROUND:

Marquette Junior Hockey Corporation has requested a lease for office storage space at Lakeview Arena. Staff has worked with the City Attorney and Marquette Junior Hockey Corporation to draft a standard lease agreement which provides for the terms and conditions of the request. The annual payment shall be \$7,455. The term of the lease is five (5) years.

The lease agreement provides for annual increases not-to-exceed three percent (3%) from the previous year's rate.

This is a renewal of a longstanding lease with Marquette Junior Hockey Corporation.

Lease agreements require two reads and this is the first read.

FISCAL EFFECT:

The Lakeview Arena fund will receive \$7,455 in revenue for FY 2025.

RECOMMENDATION:

Move the five-year lease agreement with Marquette Junior Hockey Corporation for office and storage space at Lakeview Arena to the next regular meeting for a second read.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Lease, Exhibit A and Insurance

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2024, by and between **THE CITY OF MARQUETTE**, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, Michigan 49855, hereinafter "LESSOR", and **MARQUETTE JUNIOR HOCKEY CORP.**, of P.O. Box 992, Marquette Michigan 49855, hereinafter "LESSEE".

Recitals

- A. Lessor is the owner and operator of Lakeview Arena, at 401 E. Fair Avenue, Marquette, Michigan.
- B. Lessee desires to lease from Lessor and Lessor is willing to lease to Lessee space it now occupies for offices and storage as shown in Exhibit "A" in accordance with the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual promises of the parties and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

I – Leased Premises

- 1.1 Lessor leases to Lessee space as shown in Exhibit "A".
- 1.2 Lessor shall develop architectural and engineering plans for renovations required to meet specific needs of Lessee for its intended uses. Lessee shall obtain Lessor's written approval of all such plans and specifications prior to beginning any construction activity.

II – Term of Lease

- 2.1 The term of this lease shall be for a period of five (5) years from and after date of the lease.

III – Rent

- 3.1 Lessee shall pay rent for the Leased Premises in the amount of \$7,455 per year (based on \$14.00 per square foot for 228 square feet of office space and \$7.00 per square foot for 609 storage space). Monthly rent of \$621.25 shall be paid in advance, due on or before the first day of each month.
- 3.2 Lessee shall be responsible for telephone and internet service.
- 3.3 The rental amount contained herein may be increased by the Lessor on an annual basis in an amount not to exceed three percent (3%) of the then current rental amount. The Lessor shall provide written notice to Lessee of the increase in rental amount no later than May 1, and the increased rent shall become effective October 1, each year this lease is in effect.

IV – Use of Leased Premises

- 4.1 Lessee shall use the Leased Premises only as an administrative office space and storage, and not for any purpose that would:

- a) be deemed hazardous to the public or adjoining premises including, but not necessarily limited to, fire, and environmental type hazards;
- b) constitute a violation of any public law or requirement;
- c) cause damage or injury to Lakeview Arena or any part of it (ordinary wear and tear excepted);
- d) interfere with normal operations of Lakeview Arena's heating, air conditioning, ventilating, plumbing, or other mechanical or electrical systems;
- e) constitute a public or private nuisance;
- f) interfere with other Lakeview Arena uses;
- g) alter the appearance of Lakeview Arena exterior or any portion of the interior other than in the Leased Premises without prior written approval of the Lessor;
- h) place merchandise, materials, supplies, signs, or other thing of any kind on the sidewalks or other common areas without city staff approval;
- i) permit refuse to accumulate in or around Leased Premises; and,
- j) obstruct entry ways.

V – Use of Common Areas by Lessee

- 5.1 Lessee and its invitees shall have the right in common with Lessor, its invitees, and others to use the hallways, public restrooms, entrance ways, public parking, sidewalks, and surrounding area, subject, however, to rules and regulations of Lessor regulating the use of same and displays, rules providing for safety and maintenance, and changes in the layout of common areas.

VI – Maintenance and Repair

- 6.1 Lessee shall be responsible for ordinary janitorial and cleaning services of the Leased Premises.
- 6.2 Lessee shall be responsible for the maintenance and repair of lessee's fixtures, furniture and equipment, which lessee has brought to the Leased Premises, or which are peculiar to lessee's uses. Lessee shall be solely responsible for maintaining said fixtures, furniture and equipment in a safe condition and good repair.
- 6.3 Lessee must obtain written consent of Lessor for all signage used by Lessee in the Leased Premises and adjoining premises. All signage approved by Lessor shall be maintained in good condition and repair.
- 6.4 Lessor reserves the right to make any repairs or alterations that it deems necessary and desirable to the common areas.

VII – Insurance and Indemnity

- 7.1 Lessee shall not permit any activity anywhere within Lakeview Arena or the parking areas adjacent to Lakeview Arena which would invalidate or be in conflict with Lessor's fire, boiler, sprinkler, water damage, and extended coverage insurance policies covering Lakeview Arena and the contents therein.
- 7.2 Lessee shall not permit any activity anywhere within Lakeview Arena or the parking areas adjacent to Lakeview Arena which would cause Lessor's rate for the insurance described herein to be increased.
- 7.3 Lessee at its sole expense shall be responsible for insuring its own tangible personal property, equipment, and fixtures from loss from fire and other casualty and shall at all times provide Lessor with a certificate evidencing such coverage.
- 7.4 Lessee at its sole expense shall maintain liability insurance protecting and insuring Lessee and Lessor from all claims for injury or damage to persons or property arising out of the use of the Leased Premises or the common areas of Lakeview Arena by Lessee, its employees, agents, invitees, and licensees. The amount of the insurance shall be not less than One Million Dollars (\$1,000,000.00) per occurrence for accident, bodily injury, or death and not less than Five Hundred Thousand Dollars (\$500,000.00) for property damage. Lessee shall at all times provide Lessor with a copy of said policies with proof of payment of premium thereon. The insurance policies shall bear endorsements to the effect that the insurer agrees to notify Lessor not less than thirty (30) days in advance of any modification or cancellation thereof.
- 7.5 Lessee will indemnify and hold Lessor harmless from and against all loss, cost, expense and liability whatsoever (including Lessor's cost of defending against the foregoing, such cost to include attorneys' fees) resulting or occurring by reason of Lessee's construction, use or occupancy of the Leased Premises.

VII – Damage by Fire or Other Causes

- 8.1 If the Leased Premises is partially damaged by fire or other peril without the fault or neglect of Lessee or of its servants, employees, agents, visitors, invitees or licenses, the damage shall be repaired by and at Lessor's expense. If the Leased Premises or Lakeview Arena is substantially damaged (herein defined as fifty (50%) per cent or more of the cost of replacement), Lessor may elect either to repair or rebuild the Leased Premises or Lakeview Arena, as the case may be, or to terminate this lease upon giving notice of such election in writing to lessee within ninety (90) days after the event causing the damage. If Lessor elects to rebuild, Lessee in a timely manner shall repair or replace its fixtures, furniture, equipment and improvements to at least the condition of same prior to the damage.

IX – Assignment/Subletting

- 9.1 Lessee shall not assign or sublet the Leased Premises or any part thereof without the express prior written consent of the Lessor.

- 9.2 In no event shall a sublease be allowed that would jeopardize the tax-exempt status of Lakeview Arena or any portion thereof.
- 9.3 Lessor may freely assign its rights and obligations under this Lease Agreement to any third party pursuant to a Purchase and Sale Agreement, Land Contract or similar instrument.

X – Use of Premises by Lessor

- 10.1 Lessor reserves for itself and its contractors and agents the right to enter the Leased Premises at reasonable times for inspection, maintenance, installation, operation, and repairs.
- 10.2 Lessor may close the building which is the subject of this Lease Agreement, in whole or in part, at any time during the term of this lease. In such event, the parties understand and agree that the Lessor is not responsible to reimburse the Lessee for any construction costs paid by Lessee to improve the Leased Premises.

XI – Covenant of Quiet Enjoyment

- 11.1 Lessor warrants and represents that it has full authority to execute this lease for the above term. Lessor covenants that upon Lessee paying the rents and performing its covenants and duties prescribed herein, Lessee may, except as otherwise described herein, have the exclusive and reasonable right to have, hold and enjoy the Leased Premises.

XII – Lessor's Right to Perform Lessee's Obligation

- 12.1 If Lessee defaults in the observance or performance of any term or covenant of this lease, Lessor may, without thereby waiving the default, remedy the default for Lessee's account and at Lessee's expense. If, in connection therewith, Lessor makes any expenditure or incurs any obligation for the payment of money or in instituting, prosecuting, or defending any action or proceeding commenced before or during the term of this lease, or after the expiration or termination of the term including, but not necessarily limited to, legal expenses and attorneys' fees, Lessee shall pay to Lessor on demand the sums paid or obligations incurred together with legal fees and costs.

XIII – Default by Lessee

- 13.1 The occurrence of the following event may, at Lessor's option, constitute an event of default:
- a) failure to perform Lessee's covenants and agreements contained in this agreement, provided, however, that Lessor has provided Lessee with written notice of the failure and Lessee has failed to promptly commence to cure the default and diligently prosecute the curing of the default which remains uncured for a period of thirty (30) days after written notice from Lessor.
- 13.2 In the event of default by Lessee, Lessor shall have the following remedies:
- a) In the event of the occurrence of an event of default, Lessor shall have the right to give ninety (90) days of written notice of termination to Lessee and on the date specified in said notice,

the lease will terminate unless, on or before the date of termination, all arrears of rent and other sums due from Lessee to Lessor and all other events of default have been fully cured.

- b) Lessor shall have the right to terminate and repossess the Leased Premises without prejudice to other remedies that Lessor may have. Upon receipt of notice of termination, Lessee shall remove itself and any other person occupying the premises.
- c) Lessor shall have all the rights and remedies of a Lessor as provided by applicable law.

13.3 The rights and remedies of Lessor shall be cumulative as more particularly provided at law or in equity pursuant to the laws of the State of Michigan.

XIV – Surrender of Leased Premises Upon Termination of Lease

- 14.1 All renovations and improvements shall be at Lessee's expense and shall be considered fixtures and owned by Lessor at the termination of lease. Upon the expiration or termination of the lease, Lessee shall quit and surrender the Leased Premises in good order and condition, ordinary wear and tear and damage by fire or other casualty or the elements excepted, and shall remove all of its property, fixtures, and equipment from the Leased Premises. In removing its equipment, Lessee shall be solely liable for repairing any and all damages to the Leased Premises or other areas of Lakeview Arena. In the event that the Lessee fails to remove its equipment, and Lessor is required to do so, all costs and expenses incurred by Lessor in removing same and restoring the leasehold to useable condition shall be the financial responsibility of the Lessee.
- 14.2 If upon thirty (30) days following termination of the lease, Lessee has failed to remove its furniture, equipment, and fixtures, Lessor reserves the right to deem them abandoned and shall have the legal right to dispose of same and costs incurred in disposing of same shall be the financial responsibility of Lessee.

XV - Miscellaneous

- 15.1 This agreement shall be binding on the parties and inure to the benefit of the Lessor and Lessee and their respective successors and assigns.
- 15.2 This agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
- 15.3 This agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated herein.
- 15.4 Any modification of this agreement or additional obligations assumed by either party in connection with this agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.
- 15.5 Waiver by Lessor of any breach of any covenant of duty of Lessee under this lease is not a waiver of a breach of any other covenant of duty of Lessee or any subsequent breach of the same covenant or duty.

- 15.6 The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.
- 15.7 All notices to be given under this lease shall be in writing and mailed, postage prepaid, or by certified or registered mail, return receipt requested, or delivered personally or by courier delivery, or sent by telecopy (immediately followed by one of the preceding methods) to Lessor's address and Lessee's address as above stated or any other place that Lessor or Lessee may designate in a written notice given to the other parties. Notices shall be deemed served on the earlier of receipt or three (3) working days after the date of mailing.
- 15.8 Each person executing this Lease for a party hereby represents and warrants that he or she has the full power and authority to enter into this Lease on behalf of the party for which he or she signs and to make this lease binding on such party.

The parties have set their hands on the day and year first above written.

CITY OF MARQUETTE

MARQUETTE JUNIOR HOCKEY CORP.

_____, Mayor

By: 
Its: RYAN HICKEY
MJH BOARD PRESIDENT

Kyle Whitney, City Clerk

Approved as to Form:

Karen M. Kovacs, City Manager

Suzanne C. Larsen, City Attorney



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
09/05/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Contact your USA Hockey Assigned Risk Manager	
	PHONE (A/C No. Ext):	FAX (A/C No.):
INSURED USA Hockey, Inc. and its Member Leagues, Teams & Organizations and USA Hockey Affiliates 1775 Bob Johnson Drive Colorado Springs, CO 80906	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Pennsylvania Manufacturers' Association In	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		
NAIC# 12262		

COVERAGES**CERTIFICATE NUMBER:** W34642084**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	Y	302401-13-12-76-8	09/01/2024	09/01/2025	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 5,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER					Part Legal Liability \$ Included
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO					BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB ☐ OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE					AGGREGATE \$
	DED ☐ RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ☐ Y/N	N/A				PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		E L EACH ACCIDENT \$			
	If yes, describe under DESCRIPTION OF OPERATIONS below		E L DISEASE - EA EMPLOYEE \$			
			E L DISEASE - POLICY LIMIT \$			

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

MIH8005-Marquette Junior Hockey-Concession Lease, and ice for hockey practices, games, meetings

Additional Insured status is in favor of the certificate holder, but only as respects to liability claims arising out of the negligence of the named insured, and is subject to the full policy terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**

City of Marquette 300 West Baraga Avenue Marquette, MI 49885	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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ACORD 25 (2016/03)

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SR ID: 26398587

BATCH: 3608856

City of Marquette, MI

Page 49 of 69



City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 1/27/2025

Consent Agenda

NTN - Heartwood Trail Management Agreement Amendment

BACKGROUND:

The Noquemanon Trails Network Council (NTN) seeks to amend and extend the Heartwood Trail Management Agreement (HTMA) with the City that was established in January 2020. The HTMA outlines the roles and responsibilities of each party related to the overall plan for the Heartwood Forestland property.

The HTMA had a term expiring January 14, 2025 and this amendment extends the term until January 13, 2030. This amendment also includes changes to the fee structure that simplifies NTN administration for special events on the trails and allows for an exception for youth program application fees.

FISCAL EFFECT:

The revenue sharing component of this agreement provides the City with a portion of the race participation fees. These fees are held in a Heartwood Improvement Fund administered by the City for future needs or repairs on the Heartwood Property.

RECOMMENDATION:

Approve the 1st Amended Heartwood Trail Management Agreement and authorize the Mayor and City Clerk to sign.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Amended Agreement and Insurance

1ST AMENDED HEARTWOOD TRAIL MANAGEMENT AGREEMENT

I. PARTIES TO THE AGREEMENT

Landowner: City of Marquette (City)
Trail Manager: Noquemanon Trails Network Council (NTN)

II. PURPOSE OF THE AGREEMENT

The purpose of this Heartwood Trail Management Agreement (HTMA) is to authorize the Trail Manager to perform management of certain public trail facilities on real property, commonly known as the Heartwood Forestland.

III. HEARTWOOD TRAIL MANAGEMENT AGREEMENT AUTHORITY

City hereby enters into this HTMA with the NTN for the management of public trails, trail corridors, and related facilities (Trail Facilities) as described in this agreement through a Trail Management Plan, subject to the terms and conditions of this HTMA.

IV. LOCATION & CORRIDOR INTENT

This HTMA is applicable only on lands owned by the City in the locations shown in the Trail Management Plan. This excludes NTN managed trails and facilities on privately owned property adjacent to the Heartwood Forestland. Each trail is considered to have an accompanying management corridor, generally 25-feet on each side of the trail, available for management in ancillary support of the physical trail and trail uses. Purposes of management corridors include vegetation management, views, resting areas, sign locations, and buffering. Management corridors may vary in width in consideration of the nature of trail facilities, adjoining uses, terrain, vegetation types, and property interests. A reasonable effort will be made through the Trail Management Plan to communicate intended corridor areas where different from the general standard for width.

V. TRAIL MANAGEMENT PLAN

The purpose of the Trail Management Plan is to establish the scope of physical trail facilities and their respective locations, along with the means and methods by which the Trail Manager shall develop, manage, and maintain those trail facilities under this HTMA. The Trail Management Plan will be discussed at the annual Trail Management Plan Meeting held prior to each spring between the City of Marquette Community Services Department and the NTN.

- A. The Trail Management Plan shall include the following, as applicable:
1. Written Descriptions of the means, methods and timetables to communicate the active scope of the development, use, and management of trail facilities under this HTMA.
 2. Drawings of the Trail Facilities through maps, typical profile diagrams, conceptual site plans, structural drawings, and details as necessary to illustrate the position and relation of existing and proposed Trail Facilities to land boundaries, terrain features, other land uses, and to communicate the spatial and structural scope of the Trail Facilities under this HTMA.
 3. Published Rules & Regulations including major signs to be used to administer the

orderly use of Trail Facilities and general location of such postings.

4. Fees & Reservation System including any use fees or service fees, the basis of rates, the method of collection and entry, and the current contact for system administration. If fees are collected, then reporting of fees collected is required in the annual report along with the maintenance and service costs upon which the fees are based.

B. Amendment or Modification of the Trail Management Plan may be done only by mutual written agreement. The Trail Manager may submit proposed amendments or modifications to the City of Marquette Community Services Department for consideration under this HTMA. The City of Marquette Community Services Department shall have a minimum of 60 days to review the submittal. The City may approve (with or without conditions) or deny the submittal. Minor amendments will be considered administratively when the addition is consistent in nature with the standing agreement. Major amendments will require approval by the Marquette City Commission. Major amendments include opening new corridors, adding major constructed elements such as bridges overflowing water and any non-natural trail/road surface projects not in the approved Trail Management Plan. Amendments or modifications shall become effective upon written agreement by the parties and shall become part of the Trail Management Plan.

VI. OPEN TO THE GENERAL PUBLIC

Trail Facilities under this HTMA shall be open to the general public.

When applicable, Trail Manager is authorized to coordinate and schedule events among user groups and to schedule Trail Facilities work and maintenance, during which times the Trail Manager may post notice and restrict uses to those events, Trail Facilities work or maintenance.

Pursuant to the Marquette Trails Master Plan, the City-owned trails and property outside of the City limits will be closed to trail use between November 15 and December 1 for rifle deer hunting season. The Trail Manager will post notices accordingly.

VII. RULES, REGULATIONS, AND SAFETY

A. Trail Manager shall promulgate trail use rules and regulations necessary to promote safe and orderly use of Trail Facilities by the general public, subject to review and approval by the City under the Trail Management Plan.

B. Trail Manager shall periodically assess trail conditions and is authorized to restrict or close use if conditions are determined to be unsafe or if use during such conditions would potentially cause damage to Trail Facilities, whether or not explicitly stated in the Trail Management Plan.

C. Trail Manager shall post signs or signals necessary to guide safe use of the Trail Facilities by the general public.

D. Pursuant to Chapter 46, Article IV., Sec. 46-93 of the City Code, Trail Facilities under this HTMA are authorized to be regulated by the Trail Manager to non-motorized use only, except allowance for authorized maintenance vehicles and motorized vehicle crossings.

E. Trail manager shall remove trash, litter, and debris on a regular basis, and keep the Trail

Facilities in a neat, clean, sanitary, and safe condition.

VIII. ANNUAL REPORTING REQUIRED

During the term of this HTMA, the Trail Manager will provide an annual report to the City summarizing 1) trail facilities development, 2) trail facilities use or availability for use, 3) maintenance activities, 4) management activities, and 5) accounting of fees, if any. The Trail Management Plan shall follow standard reporting metrics. Fees, if any, will include the total amount collected in US dollars, and the number of events per participant group as defined in Section XII.

Annual reports are due annually by April 1st for the prior year.

IX. TERM

This HTMA initial term of five years commenced January 14, 2020, and is continued for an additional five years by this amendment, expiring on January 13, 2030. The terms of this HTMA may be renewed at any time prior to expiration of the then-current term by mutual written agreement.

X. IN SUPPORT OF GRANT OPPORTUNITIES, DURABLE FOR SITE CONTROL

For the purposes of grant applications made by Trail Manager regarding improvement or maintenance of Trail Facilities under this HTMA and the Trail Management Plan, this agreement is intended to be considered durable site control to the granting agency for the duration of the grant maintenance period. In the event that a grant maintenance period extends beyond the written term of the HTMA, written acknowledgement by the City in support of the grant application can be considered intent to extend the HTMA through the grant maintenance period as the HTMA pertains to such grant.

XI. EVENT USE OF HEARTWOOD PROPERTY TRAILS

NTN will serve as Administrative Agent for the City in administering event permits and collecting fees for events held on Heartwood Property. An Event is defined as any organized gathering with 20 or more participants that either collects fees or is a commercial event held by a for-profit or non-profit business on or crossing Heartwood Property. All events on Heartwood Property must submit an application and accompanying application fee to NTN no later than 45 days prior to the event or first event of a series.

The Fee Schedule is set forth in Section XII. This should be reviewed annually by the City and NTN at the annual Trail Management Plan meeting. For non-NTN events, NTN will retain one hundred percent (100%) of all fees collected for serving as Administrative Agent. NTN will remit fifty percent (50%) of all race participant fees collected for non-NTN events, and one hundred percent (100%) of race participation fees collected for NTN events, to the City (accounted for at end of the calendar year) to be held in a Heartwood Improvement Fund administered by the City for future needs or repairs on the Heartwood Property. NTN Fundraising events that support the trails are excluded from application fees.

XII. SCHEDULE OF FEES FOR CALENDAR YEAR 2025

- A. Application Fee: The application fee is \$100, which will be used to assure:
1. That trails and trailheads are available for the requested time-period,

2. That an event does not or only minimally impacts public use of trail system,
3. That all landowners will allow trail usage (assuming event additionally uses trails on privately owned property),
4. That liability insurance coverage is adequate, and
5. Coordinated communications between Event and City, and address other concerns as they arise.

B. **Race Participant Fee:** The Race Participant Fee is collected at conclusion of permitted race and helps support trail infrastructure and usual wear of trails caused by races.

1. Non-Profit located within the City - \$1 per registered participant.
2. Non-Profit located outside the City- \$2 per registered participant.
3. Other Organizations - \$3 per registered participant.
4. NTN Fundraising Events - \$0.50 per registered participant

C. **Allowable Exceptions to Fee Schedule (Applications still required):**

1. **Bike/Equipment Demonstrations** –Upon written request of applicant, reduced or waived application fee may be considered if hosted by Marquette County sport shop that is a current supporting NTN Trail Partner.
2. **Organized or Sponsored Group Run, Ride, etc.** – Upon written request of applicant, reduced or waived application fee may be considered if hosted by Marquette County sport shop that is a current supporting NTN Trail Partner.
3. **Youth Programs** – Upon written request of applicant, reduced or waived application fee may be considered.

XIII. RESERVATIONS & OTHER PROPERTY INTERESTS RETAINED

A. Nothing contained in this HTMA creates or implies any property interests, including easements or rights-of-way beyond the terms and conditions of this HTMA.

B. City reserves the right to withdraw portions of the Trail Facilities from this HTMA as necessary to serve other land uses, resolve conflicts, or as otherwise might be necessary.

C. City reserves the right to require Trail Facilities to be closed, removed, or relocated by and at the expense of the Trail Manager if such trails pose a potential conflict with other land uses.

D. City reserves the right to authorize other land uses on the land.

E. City reserves the right to review, approve, or deny any management actions that affect trail use, land use, or development on the land.

F. Use of the land shall be subject to all valid existing rights, including leases, permits, easements, rights-of-ways, covenants and restrictions or other interests in the real property. The City reserves and retains the right to grant additional easements or rights-of-ways across the property as it deems reasonable and convenient or necessary.

G. Should circumstances warrant, this HTMA may be modified or suspended in writing by City to protect resources, health, safety, or the environment.

XIV. LIMITATIONS

A. This HTMA conveys no interest in the land to the Trail Manager. This HTMA does not convey any exclusive rights, nor any preferential rights to the Trail Manager for the use of the Trail Facilities or the land, different from the Trail Manager's right to secure its authorized property and administer the Trail Facilities provided in the HTMA.

B. The Trail Manager shall not develop, manage, or maintain beyond what is specified in the Trail Management Plan, unless otherwise approved in writing by the City.

C. This HTMA is not intended to, and does not, give special standing to Trail Facilities or to the Trail Manager beyond the purposes and terms of the agreement.

D. City assumes no obligation to commit funds or other resources for improvements or maintenance associated with the Trail Facilities or their continuation except as provided for in Section XI.

XV. ASSUMPTION OF RISKS

A. Defense and Indemnification: The Trail Manager shall indemnify, defend, save and hold the City, its elected and appointed officers, agents and employees, harmless from any and all claims, demands, suits, or liability of any nature, kind or character including costs, expenses, and attorneys' fees resulting from the Trail Manager's performance or failure to perform in accord with the terms and conditions of this HTMA in any way whatsoever. The Trail Manager shall be responsible under this clause for any and all claims of any character resulting from the Trail Manager or the Trail Manager's officers, agents, employees, partners, attorneys, suppliers, and subcontractors' performance or failure to perform this HTMA in any way whatsoever. This defense and indemnification responsibility includes claims alleging acts or omissions by the City or its agents which are said to have contributed to the losses, failure, violations, or damage.

B. Liability Insurance: The Trail Manager shall purchase at its own expense and maintain in force at all times during the term of this HTMA the a Commercial General Liability. This policy shall include bodily injury, personal injury, and property damage with respect to the property and the activities conducted by the Trail Manager in which the coverage shall not be less than \$1,000,000.00 per occurrence or such higher coverage as specified by the City. The policy shall name the City of Marquette as an additional insured with respect to the Trail Manager's activities conducted on the property.

C. Proof of Insurance: The Trail Manager shall deliver to the City a certificate of insurance. This insurance shall be primary, and exclusive of any other insurance held by the City. Failure to provide the certificate of insurance as required by this section, or a lapse in coverage, is a material breach of this HTMA entitling the City to terminate the agreement.

XVI. GENERAL CONDITIONS

A. Responsibility of Location. It shall be the responsibility of the Trail Manager to properly locate itself and its improvements on the land authorized.

B. Compliance with Laws. The Trail Manager agrees to comply with all applicable federal, state, and local laws and ordinances.

C. Inspections. Agents or representatives of the City shall have access to the Trail Facilities at all times.

D. Waste. The Trail Manager shall not commit waste or injury upon the land.

XVII. ENFORCEMENT OF AGREEMENT & TERMINATION

A. Termination. Violation of the HTMA subjects the agreement to termination 60 days after delivering notice of violation, when correction is not made to resolve the violation.

B. Performance of Duties. The Trail Management Plan shall be considered a duty under the HTMA. Failure to materially perform according to the Trail Management Plan may be considered a violation and subject the HTMA to termination in whole or in part.

C. Unauthorized Uses. Uses of the land other than those authorized under the HTMA may be considered a violation and subject the HTMA to termination in whole or in part.

D. Breach of Conditions. A breach of any of the conditions of this HTMA will be considered a violation of the agreement.

E. Notice of Violation and Suspension. Notice of violation and notice of suspension shall be in writing and shall serve to identify the violation and the standards under which a correction will be considered to resolve the violation.

F. Cancellation. At any time that this HTMA is in good standing it may be cancelled in whole, or in part, upon written agreement of both parties.

G. Jurisdiction. Any lawsuits filed related to the terms and conditions of this HTMA, and of the rights and duties of the parties, shall be filed in Marquette County, Michigan and shall be governed by Michigan law.

H. Savings Clause. Should any provision of this HTMA fail or be declared null or void in any respect, or otherwise unenforceable, it shall not affect the validity of any other provision of this agreement or constitute any cause of action in favor of either party as against the other.

I. Binding Effect. It is agreed that all covenants, terms, and conditions of this HTMA shall be binding upon the successors, heirs and assigns of the original parties hereto.

J. Full and Final Agreement. This HTMA constitutes the full and final agreement of the parties hereto and supersedes any prior or contemporaneous agreements. This HTMA may not be modified orally, or in any manner other than by an agreement in writing and signed by both parties or their respective successors in interest. The Trail Manager avers and warrants that no representations not contained within this HTMA have been made with the intention of inducing execution of this HTMA.

K. Warranty of Authority. The Trail Manager warrants that the person executing this HTMA is authorized to do so on behalf of the Trail Manager.

XVIII. CONDITION OF PROPERTY VACATED

A. Removal and Cleanliness. On or before the expiration date of this HTMA, or within 60 days of termination, the Trail Manager shall leave the land in a neat, clean and sanitary condition, and shall remove all trash, waste, materials, equipment, and other personal property that the Trail Manager has placed on the land.

B. Final Report. Any previously unstated matters between the parties must be reported in writing to the other party within 60 days of expiration or termination to be considered valid interests under this HTMA or all claims or right to claims shall cease for the purpose of this agreement.

XIX. NOTICES

All notices shall be sent to the parties as follows:

CITY OF MARQUETTE
Community Services Director
300 W. Baraga Ave.
Marquette, MI 49855

NOQUEMANON TRAIL NETWORK
P.O. Box 746
Marquette, MI 49855

Trail Manager shall maintain on file with City the name, title, address, email address and telephone number of an individual who shall be the point of contact for day-to-day and emergency contact, information, and correspondence relative to this HTMA.

CITY OF MARQUETTE

Date: _____

Jessica Hanley, Mayor

Date: _____

Kyle Whitney, City Clerk

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

Karen M. Kovacs, City Manager

Suzanne C. Larsen, City Attorney

NOQUEMANON TRAILS NETWORK COUNCIL

Date: Jan. 22, 2025

Lori L. Hauswirth
By: Lori Hauswirth
Its: Executive Director



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/15/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 6160 Golden Hills Drive Golden Valley MN 55416	CONTACT NAME: Select Certificates (Mpls) PHONE (A/C No. Ext): 763-746-8000 FAX (A/C No): E-MAIL ADDRESS: SelectProcessing@marshmma.com
INSURED Noquemanon Trails Network Council PO Box 746 Marquette MI 49855	INSURER(S) AFFORDING COVERAGE INSURER A: Everest National Insurance Company INSURER B: Acuity Insurance INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 10120 14184

COVERAGES**CERTIFICATE NUMBER:** 2067565467**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☒ LOC ☐ OTHER:	Y	SI8GL01714241	11/1/2024	11/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		ZB5307	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☐ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$		SI8EX01455241	11/1/2024	11/1/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	ZB5307	1/1/2024	1/1/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

The City of Marquette, its officers and employees are Additional Insured on a primary and non-contributory basis as required by written contract or agreement limited to the General Liability coverage.

CERTIFICATE HOLDER**CANCELLATION**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 1/27/2025

Consent Agenda

NTN - Office and Storage Lease Agreement

BACKGROUND:

The Noquemanon Trails Network Council (NTN) desires to continue to lease office and storage space at Lakeview Arena. Staff worked with the City Attorney and NTN to draft a standard lease agreement which provides for the terms and conditions of the request. The monthly lease payment shall be \$876.83. The term of the lease is three years.

A portion of the rent for the current office and storage space, equal to \$200 per month, will be provided to the City through in-kind services.

Leases require two reads before they can be approved. This is the first read of this lease.

FISCAL EFFECT:

The Lakeview Arena fund will receive \$10,521.96 in revenue for FY 2025.

RECOMMENDATION:

Move the lease agreement with Noquemanon Trails Network Council for office and storage space at Lakeview Arena to the next regular meeting.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Lease, Exhibit A and Insurance

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2025, by and between **THE CITY OF MARQUETTE**, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, MI 49855, hereinafter “LESSOR”, and **NOQUEMANON TRAILS NETWORK COUNCIL**, a Michigan corporation, of 401 E. Fair Street, Marquette, MI 49855, hereinafter “LESSEE”.

Recitals

- A. Lessor is the owner and operator of Lakeview Arena at 401 E. Fair Avenue, Marquette, Michigan.
- B. Lessee desires to lease and Lessor is willing to lease to Lessee office space and storage space as shown in Exhibit “A” located in Lakeview Arena in accordance with the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual promises of the parties and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

1. Leased Premises

- 1.1 Lessor leases to Lessee space as shown in Exhibit “A” within Lakeview Arena.
- 1.2 Lessor agrees to develop architectural and engineering plans for any and all renovations/remodeling required to meet the specific needs of Lessee for Lessee’s intended uses. Lessee shall be responsible for constructing all renovations as developed by Lessor, and Lessee shall obtain Lessor’s written approval of all such plans and specifications prior to beginning any construction activity.

2. Term of Lease

- 2.1 The term of this lease shall begin on January 1, 2025 and end December 31, 2028.

3. Rent

- 3.1 Office Space: Annual rental amount for office space shall be Fourteen and 00/100 Dollars (\$14.00) per square foot (858 square feet). Lessee shall pay One Thousand One and 00/100 Dollars (\$1,001.00) monthly. Lessee shall be responsible for its telephone and internet service.
- 3.2 Storage Space: Annual rent storage space shall be Seven and 00/100 Dollars (\$7.00) per square foot (130 square feet). Lessee shall pay Seventy-Five and 83/100 Dollars (\$75.83) monthly.
- 3.3 Lessor recognizes that Lessee has and continues to provide valuable benefit to the City of Marquette and its residents. Accordingly, each month of this lease \$876.83 of the total rent required in 3.1 & 3.2 shall be paid by cash, check or similar means; and the remainder of the monthly rent shall be provided by Lessee to the City and/or its residents any

combination of services and funds in an amount not less than \$2,400.00 per year. Lessee shall have sole discretion as to what combination shall be used in satisfaction of this amount to be provided in lieu of monetary rent. Lessee shall provide, to the City Manager or his or her designee (if so designated in writing by the City Manager) a written report of the services and funds provided by Lessee in satisfaction of the rental amount listed herein no later than January 31, 2026 and annually thereafter.

3.4 All rental payments are due in advance, on the first day of each month of this lease.

4. Use of Leasehold Premises

4.1 Lessee shall use the leasehold premises only for office and storage, as applicable, and not for any purpose that would:

- a) be deemed hazardous to the public or adjoining premises including, but not necessarily limited to, fire, and environmental type hazards;
- b) constitute a violation of any public law or requirement;
- c) cause damage or injury to the Arena or any part of it (ordinary wear and tear excepted);
- d) interfere with normal operations of the Arena's heating, air conditioning, ventilating, plumbing, or other mechanical or electrical systems;
- e) constitute a public or private nuisance;
- f) interfere with other Arena uses;
- g) alter the appearance of the Arena exterior or any portion of the interior other than in the leasehold without prior written approval of the Lessor;
- h) place merchandise, materials, supplies, signs, or other things of any kind on the sidewalks or other common areas without City Staff approval;
- i) permit refuse to accumulate in or around leasehold; and,
- j) obstruct entry ways.

5. Use of Common Areas and Arena Facilities by Lessee

5.1 Lessee and its invitees shall have the right in common with Lessor, its invitees, and others to use the hallways, public restrooms, entrance ways, public parking, sidewalks, and surrounding area, subject, however, to rules and regulations of Lessor regulating the use of same and displays, rules providing for safety and maintenance, and changes in the layout of common areas.

- 5.2 Arena facilities to hold board meetings, work sessions, planning sessions, award presentations, judiciary hearings, and other limited approved events will be made at no additional cost to the Lessee, in locations determined by the Arena Management and subject to availability.
- 5.3 Lessee recognizes that use of Arena facilities must be properly planned. Lessee will provide a minimum of forty-eight (48) hours notice to Arena Management in the event of any desired facility use, changes, cancellation, change of time, or additional use, and will maintain the facilities as they were found prior to Lessee's use.

6. Maintenance and Repair

- 6.1 Lessee shall be responsible for all janitorial and cleaning and all repairs of any nature of the Premises.
- 6.2 Lessee shall be solely responsible for the maintenance and repair of all of Lessee's fixtures, furniture and equipment, and keep them in a safe condition and good repair.
- 6.3 Lessee must obtain written consent of Lessor for all signage used by Lessee in the Premises and adjoining premises. All signage approved by Lessor shall be maintained in good condition and repair.
- 6.4 Lessor reserves the right to make any repairs or alterations that it deems necessary and desirable to the common areas.

7. Insurance and Indemnity

- 7.1 Lessee shall not permit any activity on the Premises which would invalidate or be in conflict with Lessor's fire, boiler, sprinkler, water damage, and extended coverage insurance policies covering the Arena and contents therein.
- 7.2 Lessee shall not permit any activity on the Premises which would cause Lessor's rate for the insurance described herein to be increased.
- 7.3 Lessee at its sole expense shall be responsible for insuring its own tangible personal property, equipment, and fixtures from loss from fire and other casualty and shall at all times provide Lessor with a certificate evidencing such coverage.
- 7.4 Lessee at its sole expense shall maintain liability insurance protecting and insuring Lessee and Lessor from all claims for injury or damage to persons or property arising out of the use of the Premises or the common areas of the Arena by Lessee, its employees, agents, invitees, and licensees. The amount of the insurance shall be not less than One Million (\$1,000,000.00) Dollars per occurrence for accident, bodily injury, or death and not less than Five Hundred Thousand (\$500,000.00) Dollars for property damage. Lessee shall at all times provide Lessor with a copy of said policies with proof of payment of premium thereon. The insurance policies shall bear endorsements to the effect that the insurer agrees to notify Lessor not less than thirty (30) days in advance of any modification or cancellation

thereof. Lessor shall be named as an additional insured on all insurance policies required by this lease.

- 7.5 Lessee will indemnify and hold Lessor harmless from and against all loss, cost, expense and liability whatsoever (including Lessor's cost of defending against the foregoing, such cost to include attorneys' fees) resulting or occurring by reason of Lessee's construction on, use of or occupancy of the Premises.

8. Damage by Fire or Other Causes

- 8.1 If the Premises is partially damaged by fire or other peril without the fault or neglect of Lessee or of its servants, employees, agents, visitors, invitees or licensees, the damage shall be repaired by Lessor at Lessor's expense. If the Premises or the Arena is substantially damaged (herein defined as fifty (50%) percent or more of the cost of replacement), Lessor may elect either to repair or rebuild the Premises or the Arena, as the case may be, or to terminate this lease upon giving notice of such election in writing to Lessee within ninety (90) days after the event causing the damage. If Lessor elects to rebuild, Lessee in a timely manner shall repair or replace its fixtures, furniture, equipment and improvements to at least the condition of same prior to the damage.

9. Assignment/Subletting

- 9.1 Lessee shall not assign or sublet the Premises or any part thereof without the express prior written consent of the Lessor.
- 9.2 In no event shall a sublease be allowed that would jeopardize the tax-exempt status of the Arena or any portion thereof.
- 9.3 Lessor may freely assign its rights and obligations under this Lease Agreement to any third party pursuant to a Purchase and Sale Agreement, Land Contract or similar instrument.

10. Use of Premises by Lessor

- 10.1 Lessor reserves for itself and its contractors and agents the right to enter the Premises at reasonable times for the purpose of inspecting, maintaining, installation, operation and repair services.
- 10.2 Lessor may close the building which is the subject of this Lease Agreement, in whole or in part, at any time during the leasehold period. In such event, the parties understand and agree that the Lessor is not responsible to reimburse the Lessee for any construction costs paid by Lessee to improve the leasehold space.
- 10.3 Lessee acknowledges that the use of the Premises is shared with Lessor, and that Lessor, and its assigns, agents and employees may enter the space at any time without prior notice to Lessee.

11. Covenant of Quiet Enjoyment

- 11.1 Lessor warrants and represents that it has full authority to execute this lease for the above term. Lessor covenants that upon Lessee paying the rents and performing its covenants and duties prescribed herein, Lessee may, except as otherwise described herein, have the exclusive and reasonable right to have, hold and enjoy the leasehold.

12. Lessor's Right to Perform Lessee's Obligation

- 12.1 If Lessee defaults in the observance or performance of any term or covenant of this lease, Lessor may, without thereby waiving the default, remedy the default at Lessee's expense. If, in connection therewith, Lessor makes any expenditure or incurs any obligation for the payment of money or in instituting, prosecuting, or defending any action or proceeding commenced before or during the term of this lease, or after the expiration or termination of this lease including, but not necessarily limited to, legal expenses and attorneys' fees, Lessee shall pay to Lessor on demand the sums paid or obligations incurred together with legal fees and costs.

13. Default by Lessee

- 13.1 If the Lessee fails to pay rent when due; if the Lessee fails to perform any other obligations under this agreement within thirty (30) days after receiving written notice of the default from the Lessor; if the Lessee makes any assignment for the benefit of creditors or a receiver is appointed for the Lessee or its property; or if any proceedings are instituted by or against the Lessee for bankruptcy (including reorganization) or under any insolvency laws, the Lessor may terminate this lease, reenter the Premises, and seek to relet the Premises on whatever terms the Lessor thinks advisable. Notwithstanding reentry by the Lessor, the Lessee shall continue to be liable to the Lessor for rent owed under this lease and for any rent deficiency that results from reletting the premises during the term of this lease. Notwithstanding any reletting without termination, the Lessor may at any time elect to terminate this lease for any default by the Lessee by giving the Lessee written notice of the termination.
- 13.2 In addition to the Lessor's other rights and remedies as stated in this lease, and without waiving any of those rights, if the Lessor deems necessary any repairs that the Lessee is required to make, or if the Lessee defaults in the performance of any of its obligations under this lease, the Lessor may make repairs or cure defaults and shall not be responsible to the Lessee for any loss or damage that is caused by that action. The Lessee shall immediately pay to the Lessor, on demand, the Lessor's costs for curing any defaults, as additional rent under this lease.
- 13.3 The rights and remedies of Lessor shall be cumulative as more particularly provided at law or in equity pursuant to the laws of the State of Michigan.

14. Surrender of Leasehold Upon Termination of Lease

- 14.1 All renovations and improvements shall be at Lessee's expense and shall be considered fixtures and owned by Lessor upon termination of the lease. Upon the expiration or termination of the lease, Lessee shall surrender the Premises in good order and condition,

ordinary wear and tear excepted, and shall remove all of its property, fixtures, and equipment from the Premises. In removing its equipment, Lessee shall be solely liable for repairing any and all damages to the Premises. In the event the Lessee fails to remove its equipment, and Lessor is required to do so, all costs and expenses incurred by Lessor in removing same and restoring the leasehold to useable condition shall be the financial responsibility of the Lessee.

- 14.2 If upon termination of the lease, Lessee has failed to remove its furniture, equipment, and fixtures, Lessor reserves the right to deem them abandoned and shall have the legal right to dispose of same, and costs incurred in disposing of same shall be the financial responsibility of Lessee.

15. Miscellaneous

- 15.1 This agreement shall be binding on the parties and inure to the benefit of the Lessor and Lessee and their respective successors and assigns.
- 15.2 This agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
- 15.3 This agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated herein.
- 15.4 Any modification of this agreement or additional obligations assumed by either party in connection with this agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.
- 15.5 Waiver by Lessor of any breach of any covenant of duty of Lessee under this lease is not a waiver of a breach of any other covenant of duty of Lessee or any subsequent breach of the same covenant or duty.
- 15.6 The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.
- 15.7 All notices to be given under this lease shall be in writing and mailed, postage prepaid, or by certified or registered mail, return receipt requested, or delivered personally or by courier delivery, or sent by telecopy (immediately followed by one of the preceding methods) to Lessor's address and Lessee's address as above stated or any other place that Lessor or Lessee may designate in a written notice given to the other parties. Notices shall be deemed served on the earlier of receipt or three (3) working days after the date of mailing.

The parties have set their hands on the day and year first above written

The parties have set their hands on the day and year first above written

CITY OF MARQUETTE

NOQUEMANON TRAILS NETWORK COUNCIL

Jessica Hanley, Mayor

By: *Lori L. Hauswirth*
Its: EXECUTIVE DIRECTOR

Kyle Whitney, City Clerk

Approved as to Substance:

Approved as to Form:

Karen M. Kovacs, City Manager

Suzanne C. Larsen, City Attorney





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/15/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 6160 Golden Hills Drive Golden Valley MN 55416	CONTACT NAME: Select Certificates (Mpls)	
	PHONE (A/C No. Ext): 763-746-8000	FAX (A/C No.):
INSURED Noquemanon Trails Network Council PO Box 746 Marquette MI 49855	E-MAIL ADDRESS: SelectProcessing@marshmma.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Everest National Insurance Company	
	INSURER B: Acuity Insurance	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 2067565467 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☒ LOC ☐ OTHER:	Y	SI8GL01714241	11/1/2024	11/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		ZB5307	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☐ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$		SI8EX01455241	11/1/2024	11/1/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	ZB5307	1/1/2024	1/1/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Marquette, its officers and employees are Additional Insured on a primary and non-contributory basis as required by written contract or agreement limited to the General Liability coverage.

CERTIFICATE HOLDER

CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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