

City of Marquette, MI



Meeting Agenda City Commission

**Monday, February 10, 2025
6:00 PM
Commission Chambers**

300 West Baraga Ave
Marquette, Michigan 49855

Call to Order, Pledge of Allegiance and Roll Call

Approval of the Agenda

Announcements

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

Presentation(s)

1. Peter White Public Library Board, by Library Director Andrea Ingmire
2. **Consent Agenda**
 - 2.a. Approve the minutes of the January 27, 2025 regular Commission meeting
 - 2.b. Approve the total bills payable in the amount of \$1,475,213.61
 - 2.c. Marquette Junior Hockey Corporation - Office and Storage Lease Agreement
 - 2.d. Mutual Aid Box Alarm System Agreement
 - 2.e. NTN - Office and Storage Lease Agreement
 - 2.f. Rental Fire Safety Code Amendments
 - 2.g. Tourist Park Playground - Contract Increase

New Business

3. Resolution - Support for House Bill 4007 of 2025 - Roll Call Vote

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: 2/10/2025

Consent Agenda

Approve the minutes of the January 27, 2025 regular Commission meeting

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Jan 27 Minutes



City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Meeting Minutes City Commission

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

Call to Order, Pledge of Allegiance and Roll Call

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

Approval of the Agenda

Commissioner Jerney Ottaway moved to Approve the agenda as presented, seconded by Commissioner Michael Larson and Carried Unanimously.

Announcements

Mayor Hanley had no 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.

Matt Luttenberger shared his opinions related to the city's garbage collection contract, and asked questions about how the billing works. He said he doesn't create much trash.

Presentation(s)

2. Upper Peninsula Children's Museum Guardian Recognition- Leiyona Ouimette and Vada Kockler

Jim Edwards, on behalf of the Upper Peninsula Children's Museum, introduced Leiyona Ouimette and Vada Kockler, who volunteer at the museum. Mr. Edwards said the pair have been involved in the museum for some time, and both take their volunteer efforts at the museum very seriously.

3. Sister City Visit to Kajaani, by Randy Jensen

Randy Jensen presented about Marquette's Sister City, Kajaani, Finland, focusing on the recent Marquette delegation to the city. Following the presentation, the delegation presented a gift to the City of Marquette on behalf of Kajaani.

4. Consent Agenda

Mayor Pro Tem Paul Schloegel moved to Approve the Consent Agenda as written, seconded by Commissioner Jerney Ottaway and Carried Unanimously.

- 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.

Matt Luttenberger spoke again about garbage collection, asking about the details of the contract, including billing. He also asked the City to consider adding a new speed limit sign on Lincoln Avenue, near Washington Street.

Comments from the Commission

Commissioners Mayer, Gottlieb and Larson had no comments.

Commissioner Ottaway asked City Manager Kovacs to address some of Matt Luttenberger's questions.

Commissioner Davis said she would like clarification on portions of the new trash collection system, specifically about the timeline for transition to a carted system.

Mayor Pro Tem Schloegel said the UP 200 is coming soon. He thanked the volunteers and urged people to attend.

Mayor Hanley also noted the upcoming UP 200 and said that she knows the City got the best agreement possible in the trash collection agreement.

Comments from the City Manager

City Manager Karen Kovacs spoke about the challenges with the trash collection agreement. She said there will be a transition period, where residents can still use the bag tags from the current system, and she said the plan is to clearly communicate the details of this transition window.

She also spoke about what goes into the monthly cost to residents, which includes the curbside hauler fee, the landfill tipping fee and miscellaneous administrative costs, in

addition to providing access to curbside leaf and brush collection and the drop-off sites for holiday trees, compost and household rubbish.

Adjournment

Mayor Hanley adjourned the meeting at 6:36 p.m.

Jessica Hanley, Mayor

Kyle Whitney, City Clerk

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

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 2/10/2025

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 will 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 second read.

FISCAL EFFECT:

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

RECOMMENDATION:

Approve the five-year lease agreement with Marquette Junior Hockey Corporation for office and storage space at Lakeview Arena, and authorize the Mayor and Clerk to sign the agreement.

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 

© 1988-2016 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

SR ID: 26398587

BATCH: 3608856

City of Marquette, MI

Page 14 of 61



City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 2/10/2025

Consent Agenda **Mutual Aid Box Alarm System Agreement**

BACKGROUND:

The Mutual Aid Box Alarm System (MABAS) agreement is designed to streamline requesting and providing emergency service resources across the state and Great Lakes Region. MABAS does not replace existing mutual aid agreements. This agreement will allow Central Dispatch to provide pre-determined resources for emergency incidents without the receiving agency having to specifically request each resource. The Marquette City Fire Department is seeking to adopt MABAS to more effectively request and provide emergency services.

FISCAL EFFECT:

None.

RECOMMENDATION:

Approve the Mutual Aid Box Alarm System agreement, and authorize the Mayor to sign the agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ MABAS Agreement

**AMENDED MICHIGAN MUTUAL AID BOX ALARM SYSTEM ASSOCIATION
AGREEMENT**

Effective Date: _____

BETWEEN

**PARTICIPATING POLITICAL SUBDIVISIONS AS SIGNATORIES
TO THIS INTERLOCAL AGREEMENT**

This Agreement is entered into between the participating units of local government "Parties" that execute this Agreement and adopt its terms and conditions as provided by law. This Agreement supersedes any and all prior Agreements and amendments to the Michigan Mutual Aid Box Alarm System Association Agreement.

WHEREAS, the Constitution of the State of Michigan, 1963, Article VII, Section 28, authorizes units of local government to contract as provided by law; and,

WHEREAS, the Urban Cooperation Act, of 1967, 1967 PA 7, MCL 124.501, et seq., provides that any political subdivision of Michigan or of another state may enter into interlocal agreements for joint exercise of power, privilege, or authority that agencies share in common and might each exercise separately; and,

WHEREAS, the Parties have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in fire protection, suppression, rescue and emergency medical assistance, hazardous materials control, technical rescue and/or other emergency support for an Emergency, Disaster, or other Serious Threat to Public Health and Safety; and,

WHEREAS, the Parties have determined that it is in their best interests to form an association to provide for communications procedures, training, and other functions to further the provision of said protection of life and property during an Emergency, Disaster, or other Serious Threat to Public Health and Safety; and

WHEREAS, the Constitution and people of the State of Michigan have long recognized the value of cooperation by and among the state and its political subdivisions;

NOW, THEREFORE, the Parties agree as follows:

SECTION ONE

Purpose

It is recognized and acknowledged that in certain situations, such as natural disasters and man-made catastrophes, no political subdivision possesses all the necessary resources to cope with every possible Emergency, Disaster or Serious Threat to Public Safety, and an effective, efficient response can be best achieved by leveraging collective resources from other political subdivisions. Further, it is acknowledged that coordination of mutual aid through the Michigan Mutual Aid Box Alarm System Association (MI-MABAS) is most effective for best practices and efficient provision of mutual aid.

SECTION TWO

Definitions

The Parties agree that the following words and expressions, as used in this Agreement, whenever initially capitalized, whether used in the singular or plural, possessive or non - possessive, either within or without quotation marks, shall be defined and interpreted as follows:

- A. "Agreement" means the MI-MABAS Agreement.
- B. "Michigan Mutual Aid Box Alarm System" ("MABAS") means a definite and prearranged plan whereby response and assistance is provided to a

Requesting Party by an Assisting Party in accordance with the system established and maintained by MI-MABAS Members;

- C. "Party" means a political subdivision which has entered into this Agreement as a signatory;
- D. "Requesting Party" means any Party requesting assistance under this agreement;
- E. "Assisting Party" means any Party furnishing equipment, personnel, and/or services to a Requesting Party under this agreement;
- F. "Emergency" means an occurrence or condition in a Party's jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the Requesting Party and such that a Requesting Party determines the necessity of requesting aid;
- G. "Disaster" means an occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from a natural or human-made cause, including fire, flood, snowstorm, ice storm, tornado, windstorm, wave action, oil spill, water contamination, utility failure, hazardous peacetime radiological incident, major transportation accident, hazardous materials incident, epidemic, air contamination, or similar occurrences resulting from terrorist activities, riots, or civil disorders;
- H. "Serious Threats to Public Health and Safety" means other threats or incidents such as those described as Disasters, of sufficient magnitude that the necessary public safety response threatens to overwhelm local resources and requires mutual aid or other assistance;

- I. "Division" means the geographically associated Parties which have been grouped for operational efficiency and representation of those Parties;
- J. "Training" means the regular scheduled practice of emergency procedures during non-emergency drills to implement the necessary joint operations of MI-MABAS;
- K. "Executive Board" means the governing body of MI-MABAS composed of Division representatives.
- L. "Effective Date" means the date on which the Agreement is first filed with the Department of State, the Office of the Great Seal, and each county where Parties are located.
- M. "Special Operations Teams" means MI-MABAS recognized teams of personnel with the requisite training and skill for Hazardous Materials Response, Technical Rescue Response (including Strike Teams and Michigan Task Force 1) and Incident Management Teams.

SECTION THREE

Establishment of the Association, the Divisions and Executive Board of MI-MABAS

A. Establishment of the Association

1. The Parties intend and agree that MI-MABAS is established as separate legal entity and public body corporate pursuant to the Michigan Urban Cooperation Act of 1967, 1967 PA, MCL 124.505(c) and this Agreement.
2. Name of MI-MABAS. The formal name of the Association is "Michigan Mutual Aid Box Alarm System Association".

3. **Federal Tax Status.** The Parties intend that MI-MABAS and all Divisions shall be exempt from federal income tax under Section 115(1) of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any future tax code
4. **State and Local Tax Status.** The parties intend that the MI-MABAS and all Divisions shall be exempt from all State and local taxation including, but not limited to, sales, use, income, single business, and property taxes under the applicable provisions of the laws of the State.
5. **Title to MI-MABAS Property.** All property is owned by MI-MABAS as a separate legal entity. MI-MABAS may hold any of its property in its own name or in the name of one (1) or more of the Parties or Divisions, as determined by the Parties.
6. **Principal Office.** The principal office of the Association ("Principal Office") shall be at such locations determined by the MI-MABAS Executive Board.

B. Establishment of the Executive Board.

An Executive Board shall be established to consider, adopt, and amend needed rules, procedures, by-laws and any other matters deemed necessary by the Parties. The Executive Board shall consist of a member elected from each Division of MI-MABAS who shall serve as the voting representative of said Division of MI-MABAS matters, and may appoint a designee from his or her Division to serve temporarily in his or her stead. Such designee shall have all rights and privileges attendant to a representative of the Division. A President and Vice President shall be elected from the representatives of the

Parties and shall serve without compensation. The President and other officers shall coordinate the activities of the MI-MABAS Association.

SECTION FOUR

Duties of the Executive Board

The Executive Board shall meet regularly to conduct business and to consider and publish the rules, procedures, and bylaws of the MI-MABAS Association, which shall govern the Executive Board meetings and such other relevant matters as the Executive Board shall deem necessary.

SECTION FIVE

Rules and Procedures

Rules, procedures, and by laws of the MI-MABAS Association shall be established by the Member Units via the Executive Board as deemed necessary for the purpose of administrative functions, the exchange of information, and the common welfare of the MI-MABAS.

SECTION SIX

Authority and Action to Effect Mutual Aid

- A. The Parties hereby authorize and direct their respective Fire Chief or his or her designee to take necessary and proper action to render and/or request mutual aid from the other Parties in accordance with the policies and procedure established and maintained by the MI-MABAS Association.

- B. Upon a Fire Department's receipt of a request from another Party for Fire Services, the Fire Chief, the ranking officer on duty, or other officer as designated by the Fire Chief shall have the right to commit the requested Firefighters, other personnel, and Fire Apparatus to the assistance of the requesting Party. The aid rendered shall be to the extent of available personnel and equipment not required for adequate protection of the territorial limits of the Responding Party. The judgment of the Fire Chief, or his or her designee, of the Responding Party shall be final as to the personnel and equipment available to render aid.
- C. An authorized representative of the Party which has withheld or refused to provide requested assistance under this Agreement shall immediately notify the Requesting Party, and shall submit an explanation for the refusal.

SECTION SEVEN

Jurisdiction Over Personnel and Equipment

Personnel dispatched to aid a party pursuant to this Agreement shall at all times remain employees of the Assisting Party, and are entitled to receive benefits and/or compensation to which they are otherwise entitled to under the Michigan Workers' Disability Compensation Act of 1969, any pension law, or any act of Congress. Personnel dispatched intrastate to assist a party pursuant to this Agreement continue to enjoy all powers, duties, rights, privileges, and immunities as provided by Michigan Law. When Parties are dispatched pursuant to the Emergency Management Assistance Compact (EMAC), the Parties shall adhere to all provisions of the EMAC. Personnel rendering aid shall report for direction and assignment at the scene of the emergency to the Incident Commander of the Requesting Party.

SECTION EIGHT

Compensation for Aid

Equipment, personnel, and/or services provided pursuant to this Agreement, absent a state or federal declaration of emergency or disaster, excluding resources for Special Operations Teams, shall be at no charge to the Requesting Party for the first eight hours. Any expenses recoverable from third parties shall be equitably distributed among Responding Parties. Requests for a response from any MI-MABAS Special Operations Team may require full and complete reimbursement to the responding Team for all expenses, including but not limited to, expenses for equipment, personnel, management and administration and all other services provided at an incident. The Executive Board shall adopt fee schedules that establish rates for Special Operations Team responses. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statutes. The Parties reserve the right to waive any charges to a Requesting Party.

SECTION NINE

Insurance

Each Party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, worker's compensation, and, if applicable, emergency medical service professional liability, with minimum limits of \$1,000,000 auto and \$1,000,000 combined single limit general liability and professional liability. The obligations of the Section may be satisfied by a Party's membership in a self-insurance pool, a self-insurance plan, or arrangement with an insurance provider approved by the state of jurisdiction. The

Executive Board may require that copies or other evidence of compliance with the provisions of this Section be provided by the Parties to the Executive Board.

SECTION TEN

Liability

Each Party will be solely responsible for the acts of its own employees, agents, and subcontractors, the costs associated with those acts, and the defense of those acts. The Parties shall not be responsible for any liability or costs associated with those acts and the defense of those acts for Parties outside of their political jurisdictions. It is agreed that none of the Parties shall be liable for failure to respond for any reason to any request for Fire Services or for leaving the scene of an Incident with proper notice after responding to a request for service.

SECTION ELEVEN

No Waiver of Governmental Immunity

All of the privileges and immunities from liability, and exemptions from laws, ordinances and rules, and all pensions, relief, disability, worker's compensation and other benefits which apply to the activity of Parties, officers, agency, or employees of any public agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies, shall apply to the same degree and extent to the performance of such functions and duties of such Parties, officers, agents, or employees extraterritorially under the provision of this Agreement. No provision of the Agreement is intended, nor shall any provision of this Agreement be construed, as a waiver by any Party of any governmental immunity as provided by the Act or otherwise under law.

SECTION TWELVE

Term

- A. The existence of MI-MABAS commences on the Effective Date and continues until terminated in accordance with this Section.
- B. Any Party may withdraw, at any time, from this Agreement for any reason, or for no reason at all, upon thirty (30) days written notice to the Association. The withdrawal of any Party shall not terminate or have any effect upon the provisions of this Agreement so long as the MI-MABAS remains composed of at least two (2) Parties. Parties withdrawing from MI-MABAS and subsequently requesting a mutual aid resource from a MI-MABAS member may be subject to reasonable fees for that resource according to the fee schedule established, and periodically reviewed and updated, by the Executive Board.

- C. This Agreement shall continue until terminated by the first to occur of the following:
- (i) The Association consists of less than two (2) Parties; or,
 - (ii) A unanimous vote of termination by the total membership of the Executive Board.

SECTION THIRTEEN

Miscellaneous

- A. Entire Agreement. This Agreement sets forth the entire agreement between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any party. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement.
- B. Severability of Provisions. If a Court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, then that provision shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force.
- C. Governing Law/Consent to Jurisdiction and Venue. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced, and governed under the laws of the State of Michigan.
- D. Captions. The captions, headings, and titles in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement.

- E. Terminology. All terms and words used in this Agreement, regardless of the numbers or gender in which they are used, are deemed to include any other number and any other gender as the context may require.
- F. Recitals. The Recitals shall be considered an integral part of this Agreement.
- G. Amendment. The Agreement may be amended or an alternative form of the Agreement adopted only upon written agreement and approval of the governing bodies of all Parties. Amendments to this Agreement shall be filed with the Department of State, the Office of the Great Seal, each county of the State where a Party is located, and any other governmental agency, office, and official required by law. The undersigned unit of local government or public agency hereby adopts, subscribes, and approves this Agreement to which this signature page will be attached, and agrees to be a party and be bound by the terms.
- H. Compliance with Law. The Association shall comply with all federal and State laws, rules, regulations, and orders applicable to this Agreement.
- I. No Third Party Beneficiaries. Except as expressly provided herein, this Agreement does not create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right of indemnification (i.e., contractual, legal, equitable, or by implication) right of subrogation as to any Party's rights in this Agreement, or any other right of any kind in favor of any individual or legal entity.
- J. Counterpart Signatures. This Agreement may be signed in counterpart. The counterparts taken together shall constitute one (1) agreement.
- K. Permits and Licenses. Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations for its employees and/or agents

necessary to perform all its obligations under this Agreement. Upon request, a Party shall furnish copies of any permit, license, certificate or governmental authorization to the requesting party.

- L. No Implied Waiver. Absent a written waiver, no fact, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
- M. Notices. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid to the person appointed to the governing board by the governing body of the participating agency.

Political Entity

Chief Executive Official

Date

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 2/10/2025

Consent Agenda

NTN - Office and Storage Lease Agreement

BACKGROUND:

The Noquemanon Trails Network Council (NTN) desires to continue leasing 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 will 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 second read of this lease.

FISCAL EFFECT:

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

RECOMMENDATION:

Approve the lease agreement with Noquemanon Trails Network Council for office and storage space at Lakeview Arena, and authorize the Mayor and Clerk to sign the agreement.

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:

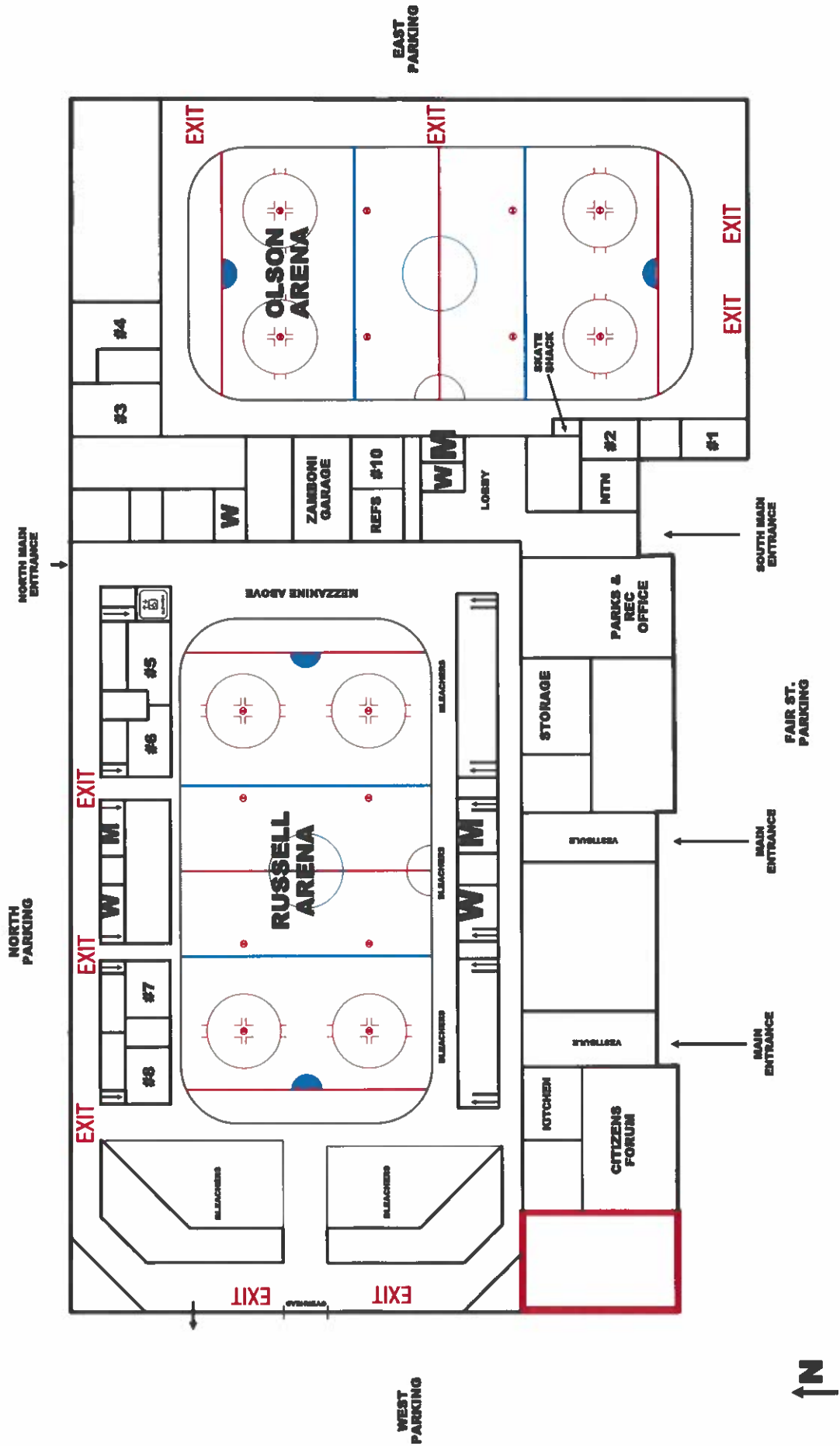
Karen M. Kovacs, City Manager

Suzanne C. Larsen, City Attorney



LAKEVIEW ARENA

EXHIBIT A





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		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Noquemanon Trails Network Council PO Box 746 Marquette MI 49855	INSURER A : Everest National Insurance Company	10120
	INSURER B : Acuity Insurance	14184
	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 INSD	SUBR 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 ☐ PRO-JECT ☒ 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 ☐ OTH-ER 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

© 1988-2015 ACORD CORPORATION. All rights reserved.

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 2/10/2025

Consent Agenda
Rental Fire Safety Code Amendments

BACKGROUND:

The Rental Fire Safety Code needs to be amended in order to make it consistent with the recent updates to the Land Development Code which increased the number of unrelated tenants allowed from four to five.

Per City Charter, an ordinance cannot be adopted at the meeting at which it is introduced. This is the first meeting at which the proposed Ordinance is being introduced.

FISCAL EFFECT:

None.

RECOMMENDATION:

Move Ordinance #25-01 to the next regular meeting agenda for consideration.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Ord 25-01 Draft
- ▣ Ord 25-01 Redline

ORDINANCE #25-01
AN ORDINANCE TO AMEND MARQUETTE CITY CODE
CHAPTER 26, ARTICLE III, REGARDING
RENTAL PROPERTY OCCUPANCY LIMITS

INTENT

The purpose of this ordinance is to amend Article III (Rental Fire Safety Code) of Chapter 26 (Fire Prevention and Protection) of the Code of the City of Marquette to adjust occupancy limits of rental properties, and to make other minor amendments.

The City of Marquette Ordains:

SECTION 1. That the definitions of ‘Bedroom’, ‘Family’ and ‘Let for Occupancy’, located in Section 26-46, be hereby amended to read as follows:

Bedroom means any room or space used or intended to be used for sleeping purposes. Bedrooms shall follow requirements detailed in the International Property Maintenance Code. Bedroom occupant capacity shall be determined at the time of the compliance inspection.

Family means

- (1) Any group of individuals living together as a single housekeeping unit or the functional equivalent of a family, where the residents are a close group with social, economic, and psychological commitments to each other;
- (2) Not more than five unrelated persons living together as a single housekeeping unit;
- (3) The tenants of a short-term rental property for which a valid permit has been issued by the fire department;
- (4) The “functional equivalent of a family” shall not include any organization such as a club, fraternity, lodge, monastery, or intentional community, nor any individuals whose association is seasonal or for limited durations defined by their occupation/jobs or educational pursuits, nor shall it include a group who share a dwelling unit explicitly for financial or philosophical reasons, or include any state-licensed facility except to the extent permitted by law.

Let for occupancy or *let* means to permit, provide or offer possession or occupancy of a dwelling, dwelling unit, rooming unit, building, premises or structure by a person who is or is not the legal owner of record thereof, with or without consideration, pursuant to a written or unwritten lease, agreement, or license, or pursuant to a recorded or unrecorded agreement of contract for the sale of land.

SECTION 2. That Section 26-49(b) be hereby amended to read as follows:

(b) Non-periodic inspections, specified in subsections 1-5 below, will be scheduled as soon as practicable by the fire department:

- (1) Upon receipt of a complaint from an owner, operator, occupant, or citizen who would have occasion to be aware that the premises are in violation of this article. If a fire inspector determines that a complaint was filed without a factual basis and such inspection is made on a complaint basis, a municipal civil infraction shall be charged to the complainant.
- (2) Upon receipt of a report or a referral from the police department, fire department, community development department, public or private school or another public agency.
- (3) Upon receipt of knowledge that a rental unit is not registered with the city as required by this article.
- (4) Upon evidence of an existing property maintenance code violation observed by or brought to the attention of the fire inspector.
- (5) Upon request of the owner or operator to determine the eligibility of increased capacity from four persons to five persons.

SECTION 3. That this ordinance shall take effect ten days after adoption but not before publication.

Jessica Hanley, Mayor

Kyle Whitney, City Clerk

Date Adopted: _____

Date Published: _____

Amendments to the Marquette City Code Chapter 26, Article III (Rental Fire Safety Code)

Sec. 26-46. - Definitions.

Bedroom means any room or space used or intended to be used for sleeping purposes. [Bedrooms shall follow requirements detailed in the International Property Maintenance Code. Bedroom occupant capacity shall be determined at the time of the compliance inspection.](#)

Family means

- (1) Any group of individuals living together as a single housekeeping unit or the functional equivalent of a family, where the residents are a close group with social, economic, and psychological commitments to each other;
- (2) Not more than ~~four~~ [five](#) unrelated persons living together as a single housekeeping unit;
- (3) The tenants of a short-term rental property for which a valid permit has been issued by the fire department;
- (4) The "functional equivalent of a family" shall not include any organization such as a club, fraternity, lodge, monastery, or intentional community, nor any individuals whose association is seasonal or for limited durations defined by their occupation/jobs or educational pursuits, nor shall it include a group who share a dwelling unit explicitly for financial or philosophical reasons, or include any state-licensed facility except to the extent permitted by law.

Let for occupancy or let means to permit, provide or offer possession or occupancy of a dwelling, dwelling unit, rooming unit, building, premises or structure by a person who is or is not the legal owner of record thereof, [with or without consideration](#), pursuant to a written or unwritten lease, agreement, or license, or pursuant to a recorded or unrecorded agreement of contract for the sale of land.

Sec. 26-49. - Compliance inspection.

(b)

Non-periodic inspections, specified in subsections ~~(b)(1)–(4) of this section~~ [1-5 below](#), will be scheduled as soon as practicable by the fire department:

(1)

Upon receipt of a complaint from an owner, operator, occupant, or citizen who would have occasion to be aware that the premises are in violation of this article. If a fire inspector determines that a complaint was filed without a factual basis and such inspection is made on a complaint basis, a municipal civil infraction shall be charged to the complainant.

Amendments to the Marquette City Code Chapter 26, Article III (Rental Fire Safety Code)

(2)

Upon receipt of a report or a referral from the police department, fire department, community development department, public or private school or another public agency.

(3)

Upon receipt of knowledge that a rental unit is not registered with the city as required by this article.

(4)

Upon evidence of an existing property maintenance code violation observed by or brought to the attention of the fire inspector.

[\(5\)](#)

[Upon request of the owner or operator to determine the eligibility of increased capacity from four persons to five persons.](#)

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 2/10/2025

Consent Agenda

Tourist Park Playground - Contract Increase

BACKGROUND:

On March 25, 2024, the City Commission approved a contract with Sinclair Recreation in the amount of \$184,900 and changes to date have brought the total to \$198,340.83. The playground is complete but there was one damaged panel of City owned equipment that needs to be replaced. That panel costs \$1,387.23 and was damaged while the City stored the equipment. Approving this change would bring the total contract to \$199,728.06.

FISCAL EFFECT:

There is sufficient fund balance within the Tourist Park fund to allocate to this budget increase.

RECOMMENDATION:

Approve the additional expenses of \$1,387.23 to bring the total purchase order with Sinclair Recreation to \$199,728.06.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Change Order
- ▣ Contract and Insurance



GameTime c/o Sinclair Recreation
176 E Lakewood Blvd
Holland, MI 49424
Ph: 800-444-4954
Fax: 616-392-8634

09/11/2024
Quote #
106745-01-01

Rockwall Panel

City of Marquette
Attn: Jon Swenson
300 W. Baraga Ave.
Marquette, MI 49855
United States
Phone: 906-225-8593
jswenson@mqcty.org

Ship to Zip 49855

Quantity	Part #	Description	Unit Price	Amount
1	176831	GameTime - Rock Climbing Wall	\$1,350.00	\$1,350.00
			Sub Total	\$1,350.00
			Discount	(\$324.00)
			Freight	\$361.23
			Total	\$1,387.23

Comments

Does NOT Include:

- Unloading
- Storage
- Installation

This quotation is subject to policies in the current GameTime Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases to be supported by your written purchase order made out to GAMETIME C/O SINCLAIR RECREATION. **A 2.5% PROCESSING FEE WILL BE ADDED TO ALL ORDERS PAID VIA CREDIT CARD.**

Pricing: f.o.b. factory, firm for 30 days from date of quotation unless otherwise noted on quotation. Sales tax will be added at time of invoicing unless a tax exemption certificate is provided at time of order entry.

Payment terms: Net 30 days for tax supported governmental agencies. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.

Shipment: Order shall ship within 6-8 weeks after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of deposit, if required.

Exclusions: Unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders, drainage provisions, or any local/municipal permits or paperwork that may be required.



GameTime c/o Sinclair Recreation
176 E Lakewood Blvd
Holland, MI 49424
Ph: 800-444-4954
Fax: 616-392-8634

09/11/2024
Quote #
106745-01-01

Rockwall Panel

Acceptance of quotation:

Accepted By (printed): _____

Signature: _____

Title: _____

Facsimile: _____

Email: _____

P.O. No: _____

Please make P.O.s out to GameTime C/O Sinclair Recreation

Date: _____

Phone: _____

Purchase Amount: \$1,387.23

REQUIRED ORDER INFORMATION:

Bill To: _____

Contact: _____

Address: _____

Address: _____

City, State, Zip: _____

Tel: _____

(For Accounts Payable)

Email: _____

Ship To: _____

Contact: _____

Address: _____

Address: _____

City, State, Zip: _____

Tel: _____

(To call before delivery)

Email: _____

COLOR SELECTIONS: _____

SALES TAX EXEMPTION CERTIFICATE #: _____ (PLEASE PROVIDE A COPY OF CERTIFICATE)

NOTE: IF INSTALLATION IS BEING QUOTED, THERE WILL BE A BACKCHARGE FOR THE INSTALLATION TO BE DONE THROUGH FELT, PEASTONE, SURFACING, OR WOODCHIPS. PRICING VALID FOR 30 DAYS FROM THE DATE OF QUOTATION UNLESS OTHERWISE NOTED. ANY MODIFICATIONS TO AN ACCEPTED QUOTATION MUST BE DOCUMENTED IN WRITING OR WITH A NEW OR SEPARATE QUOTE. VERBAL MODIFICATIONS TO PREVIOUSLY SIGNED QUOTES WILL NOT BE ACCEPTED.

**CITY OF MARQUETTE
CONSTRUCTION CONTRACT**

PROJECT NAME: Tourist Park Day-Use Playground

THIS AGREEMENT is made this _____ day of _____, 2024, between the City of Marquette, a Michigan Municipal Corporation ("City") of 300 W. Baraga Avenue, Marquette, MI 49855, and Sinclair Recreation, LLC, a Michigan limited liability company, of 176 E. Lakewood Blvd, Holland, MI 49424 ("Contractor") for and in consideration of the following payments and agreements:

**ARTICLE 1
CONTRACT DOCUMENTS**

The "Contract Documents" consist of, but are not necessarily limited to, this Agreement, the Invitation to Bid, Information for Bidders, Bidders Proposal, Addenda, Specifications, Supplemental Specifications, Special Provisions, Construction Drawings, Notice to Proceed, Allowances, Finish Schedules and any additional documentation issued prior to execution of this Agreement and all Change Orders as approved by the City. These Contract Documents represent the entire Agreement and understanding between the parties hereto.

**ARTICLE 2
SCOPE OF THE WORK**

Contractor will furnish all the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described in the Contract Documents.

**ARTICLE 3
MATERIALS, APPLIANCES, and EMPLOYEES**

Except as otherwise noted, the Contractor shall provide and pay for all materials, labor, tools and other items necessary to complete the work. Unless otherwise specified, all

materials shall be new, and both workmanship and materials shall be of good quality. All workmen shall be skilled in their trades.

ARTICLE 4 **TIME OF COMPLETION**

The completion date of this project is August 15, 2024. The Contractor shall be penalized in the amount of \$0.00 per day if the project is not completed by the contract completion date unless the period for completion is extended by change order.

ARTICLE 5 **CONTRACT SUM**

The Contractor agrees to perform all the work described in the Contract Documents and comply with the terms therein for a sum not to exceed \$184,900.00, subject to additions and deductions pursuant to authorized change orders and allowances.

ARTICLE 6 **PAYMENTS**

Contractor shall invoice for services rendered on a monthly basis. Each invoice shall be due and payable within sixty (60) days of the date of the invoice; except for a 10% contingency hold-back which will be retained from each invoice by City until the final invoice is paid. Invoices over sixty (60) days past due may be charged interest on the unpaid balance at the highest lawful rate as allowed under Michigan Law.

ARTICLE 7 **CONTRACTOR'S OBLIGATIONS**

- 7.1 All work shall be in accordance with the provisions of the Contract Documents.
All systems shall be in good working order.
- 7.2 All work shall be completed in a workmanlike manner and shall comply with all applicable laws.
- 7.3 Contractor shall obtain all necessary permits for the work to be completed.
- 7.4 Contractor shall remove all construction debris and leave the project in a "broom clean" condition.

7.5 Upon satisfactory payment being made for the work performed by Contractor, Contractor shall furnish a full and unconditional Release of Lien for the work for which payment has been made.

Safety and Fire Protection: The Contractor shall be responsible for safety at the construction site. The Contractor will further comply with all applicable laws, rules and regulations of the Michigan Department of State Police, Fire Marshall Division, the State Fire Safety Board, Michigan Occupational Safety and Health Administration, and Local Agencies. Precaution shall be exercised at all times for the protection of persons and of property. The safety provisions of applicable laws, rules, regulations, building and construction codes shall be followed. Safety Hazards shall be guarded in accordance with safety provisions of the Manual of Accident Prevention in Construction published by The Associated General Contractors of America to the extent that such provisions are not in conflict with applicable laws.

ARTICLE 8

CONTRACTOR'S STATUS AS INDEPENDENT ENTITY

The City shall not assume any liability for the Contractor in the performance of the construction project, methods, techniques, sequences or programs in connection with the project since these are solely the Contractor's responsibility.

ARTICLE 9

CHANGE ORDERS AND PAYMENT

A change order is any change to the original plans and/or specifications. All change orders must be agreed upon between the parties hereto, and address additional costs, time, consideration and dates when the work will begin and be completed. Change orders are not effective unless signed by both parties who shall not unreasonably withhold approval of the same. However, should the Contractor unreasonably refuse to approve a change order reasonably and in good faith submitted by the City, the Director of Facilities and Maintenance shall be empowered to make a final and fair determination

as to the necessity for the change order and the fair and equitable cost to the Contractor and shall further be empowered to issue a final payment to the Contractor. Should the Contractor refuse to accept said final payment, the funds may be deposited in an Escrow Account by the City for the benefit of the Contractor.

ARTICLE 10 **INSURANCE**

The Contractor shall purchase and maintain Workman's Compensation and Liability Insurance coverage as required by law and deemed necessary for its own protection. Said insurance shall be written by an insurance carrier having at least an "A, VII" rating. The Contractor shall further name the City as an additional named insured on all certificates of insurances covering the project. Said insurance shall be in minimum limits of at least \$5,000,000.00 for both general liability and automobile liability. The Contractor shall further maintain such insurance as will protect it from claims under worker's compensation acts and other employee benefits acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise both out of and from claims for damages to property which may arise both out of and during operations under this contract, whether such operations are by Contractor or by anyone directly or indirectly employed by the Contractor. This insurance shall be written for not less than any limits of liability specified as part of the Contract Documents. Certificates of such insurance shall be filed with the City.

ARTICLE 11 **INDEMNIFICATION**

To the extent allowed by MCL 691.991, the Contractor hereby agrees to save and indemnify and keep harmless the City against all liability claims and judgments or demands for damages arising from accidents to persons or property occasioned by the Contractor, its agents or employees, and against all claims or demands for damages

arising from accidents to the Contractor, its agents or employees, whether occasioned by said Contractor or its employees or by City or its employees or any other person or persons, and the said Contractor will defend any and all suits that may be brought against the City on account of any such accidents and will make good to, and reimburse, the City for any expenditures that said City may make by reason of such accidents; provided, however, that the Contractor shall not be responsible to the City on indemnity for damages caused by or resulting from the City's sole negligence.

ARTICLE 12

CITY'S RIGHT TO TERMINATE THE CONTRACT

Should the Contractor neglect to perform the work properly or fail to perform any provision of the Contract, the City, after seven (7) days' written notice to the Contractor, and its surety, if any, may, without prejudice to any other remedy the City may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at its option, may terminate the Contract and take possession of all materials, tools and appliances and finish the work by such means as it sees fit, and if the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the City.

ARTICLE 13

CONTRACTOR'S RIGHT TO TERMINATE CONTRACT

Should the work be stopped by any public authority for a period of ninety (90) days or more, through no fault of the Contractor, or should the work be stopped through act or neglect of the City for a period of ninety (90) days, then the Contractor, upon seven (7) days' written notice to the City, may stop work or terminate the Contract and recover from the City payment for all work executed and any loss sustained and reasonable profit and damages.

ARTICLE 14
ACCESS TO WORK

The Contractor shall permit and facilitate observation of the work by the City and its agents and public authorities at all times.

ARTICLE 15
ARBITRATION OF DISPUTES

Any disagreement arising out of this contract or from the breach thereof shall be submitted to arbitration, and judgment upon the award rendered may be entered in the court of the forum, state or federal, having jurisdiction. It is mutually agreed that the decision of the arbitrators shall be a condition precedent to any right of legal action that either party may have against the other. The arbitration shall be held under the Rules of the American Arbitration Association.

ARTICLE 16
WARRANTY

At the completion of this project, Contractor shall execute an instrument to City warranting the project for two (2) years against defects in workmanship or materials utilized. The manufacturer's warranty shall prevail.

At the time of completion, the Contractor shall furnish to the City material containing complete operation and maintenance instructions for all equipment in the project. The Contractor shall also furnish to the City at the time of completion all documents, warranties and guarantees on all equipment and services provided.

The Contractor shall re-execute any work that fails to conform to the requirements of the Contract and that appears during the progress of the work and shall remedy any defects due to faulty workmanship, which appear within a period of two (2) years from the date of completion of the Contract or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents. All

equipment and materials will be warranted and guaranteed under the original equipment manufacturer's warranties and guarantees.

The Contractor shall restore any work damaged in fulfilling the terms and conditions of this Article. After such repair or replacement has been satisfactorily completed, the Contractor's warranty with respect to such work repaired or replaced will be extended for an additional period of one (1) year beyond the warranty period described above. Contractor's obligations under this paragraph are in addition to any other obligation or warranty.

ARTICLE 17 **FEDERAL-AID CONTRACTS**

During the performance of every contract subject to Title VI of the Civil Rights Act of 1964 and Title 49, Code of Federal Regulations, Department of Federally-assisted programs of the Department of Transportation issued pursuant to the Act, the Contractor, for itself, its assignees and successors in interest agrees as follows:

- 17.1 **Compliance with Regulations:** The Contractor shall comply with Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- 17.2 **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection, retention and treatment of Subcontractors, including procurements of materials in the discrimination prohibited by Section 21.5 of the Regulation, including employment practices when the Contractor covers a program set forth in Appendix B of the Regulations.

17.3 **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:**

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

17.4 **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State Highway Department or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

17.5 **Sanctions for Noncompliance:** In the event the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancellation, termination or suspension of the contract, in whole or in part.

17.6 **Incorporation of Provisions:** The Contractor shall include provisions of paragraphs (1) through (6) in every subcontract, including procurement of material and leases

of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 18 **INTEGRATION**

This Agreement represents the entire understanding between the parties hereto and may not be amended, except in writing that is signed by both parties hereto.

ARTICLE 19 **BINDING AGREEMENT**

This Agreement will bind and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties.

ARTICLE 20 **PURCHASING AGENT DESIGNATION AND AUTHORITY**

The Community Services Director is designated as Purchasing Agent of City and is authorized to order minor changes in the work not involving adjustment in the Contract Sum or Time of Completion and not inconsistent with the intent of the Contract Documents. Such changes will be effective upon written agreement executed by both parties.

The parties have made and executed this Agreement on the day and year first above written.

SINCLAIR RECREATION, LLC


By: Diane Sinclair
Its: President

THE CITY OF MARQUETTE

Sally Davis, Mayor

Kyle Whitney, City Clerk

APPROVED AS TO SUBSTANCE:

Karen M. Kovacs, City Manager

APPROVED AS TO FORM:

Suzanne C. Larsen, City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/15/2024

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 Brown & Brown of Michigan, Inc. 5738 Foremost Drive SE Grand Rapids MI 49546		CONTACT NAME: Courtney Granzow PHONE (A/C, No, Ext): (616) 284-3017 FAX (A/C, No): E-MAIL ADDRESS: Courtney.Granzow@bbrown.com	
INSURED Sinclair Recreation, LLC 176 E. Lakewood Blvd. Holland MI 49424		INSURER(S) AFFORDING COVERAGE INSURER A: State Automobile Mutual Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 23-24 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y		PBP2911240	04/01/2023	04/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employment Practices \$ 100,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			10169358CA	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☐ RETENTION \$			PBP2911240	04/01/2023	04/01/2024	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WCP2304517	04/01/2023	04/01/2024	☒ PER STATUTE ☐ OTH-ER 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)

City of Marquette is recognized as additional insured in regards to the general liability.

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 2/10/2025

New Business

Resolution - Support for House Bill 4007 of 2025 - Roll Call Vote

RECOMMENDATION:

Adopt the Resolution of Support for House Bill 4007 of 2025.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Resolution



Resolution

Support for House Bill 4007 of 2025

WHEREAS, the City of Marquette, Michigan has responsibility for ensuring the health, safety, and welfare of residents and visitors; and,

WHEREAS, the Marquette Board of Light and Power was established by City Charter, and is responsible for the light and power operations of the City; and,

WHEREAS, approximately 17,000 residents within the City of Marquette and parts of the nine surrounding townships receive electrical power from the Marquette Board of Light and Power; and,

WHEREAS, House Bill 4007 of 2025 aims to expand the definition of clean energy systems and promote alternative energy sources in Michigan; and,

WHEREAS, the bill seeks to amend the "Clean and Renewable Energy and Energy Waste Reduction Act" (2008 PA 295) to include a broader range of clean energy technologies; and,

WHEREAS, the City of Marquette and Marquette County are home to two new, highly-efficient natural gas generating stations—the Marquette Energy Center and the F. D. Kuester Generating Station—that are critical to providing dependable power to our community; and,

WHEREAS, the Marquette Energy Center, constructed by the Marquette Board of Light and Power, and the F. D. Kuester Generating Station, constructed by Upper Michigan Energy Resources Corporation, have facilitated the transition from oversized coal-fired generating plants to efficient, clean, and right-sized natural gas generation, significantly contributing to the decarbonization of the Upper Peninsula; and,

WHEREAS, according to the Michigan Public Service Commission, the Upper Peninsula shuttered its last coal plant in 2019, reducing carbon dioxide emissions in the electric power sector by 71% from 2013 to 2022; and,

WHEREAS, these investments were developed in coordination with Upper Peninsula stakeholders and the State of Michigan to address an energy crisis and ensure grid reliability, representing a forward-thinking approach to energy generation; and,

WHEREAS, House Bill 4007 is essential to enable the continued operation of these Reciprocating Internal Combustion Engine (RICE) units through their useful life, preserving reliable and affordable electric power in the Upper Peninsula; and,

WHEREAS, the RICE units were financed with significant outstanding debt, which will not be paid off until 2036, with a useful life through 2050; and,

WHEREAS, the failure to recognize these investments in Michigan's 2023 clean energy law may result in duplicate energy payments, increasing costs for ratepayers; and

NOW, THEREFORE, WE, the Marquette City Commission, resolve to strongly support House Bill 4007 of 2025 and urge its swift passage through the Michigan Legislature.

Dated this 10th day of February, 2025.

Jessica Hanley
Mayor
City of Marquette