

City of Marquette, MI



Meeting Agenda City Commission

**Monday, November 13, 2023
7:00 PM
Commission Chambers**

300 West Baraga Ave
Marquette, Michigan 49855

Call to Order, Pledge of Allegiance and Roll Call

City Clerk administers oath of office to new Commissioner(s)
City Clerk conducts election for Mayor
City Clerk administers oath of office to Mayor
City Clerk conducts election for Mayor Pro-tem
City Clerk administers oath of office to Mayor Pro-tem
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.

1. Consent Agenda

- 1.a.** Approve the minutes of the October 30, 2023 regular Commission meeting
- 1.b.** Approve the total bills payable in the amount of \$6,365,924.35
- 1.c.** Marquette Area Public Schools - Ice Contract
- 1.d.** Proclamation - 16 Days of Activism against Gender-based Violence
- 1.e.** The Hockey Mutineers of Marquette - Locker Room Lease Agreement

New Business

- 2.** Approve 2024 City Commission Meeting Schedule
- 3.** Procedure to Fill BLP Vacancy

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: 11/13/2023

Consent Agenda

Approve the minutes of the October 30, 2023 regular Commission meeting

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ 10/30/23 Minutes



City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Meeting Minutes City Commission

Monday, October 30, 2023
6:00 PM
Commission Chambers

Call to Order, Pledge of Allegiance and Roll Call

Present: Davis, Hanley, Larson, Mayer, Ottaway, Smith, Stonehouse

Approval of the Agenda

Mayor Pro Tem Sally Davis moved to Approve the agenda as presented, seconded by Commissioner Michael Larson and Carried Unanimously.

Announcements

Mayor Mayer reminded residents that early voting will be available in the City of Marquette in advance of the upcoming November 7 election. Early voting will be available to registered voters in the City of Marquette, with the early voting site operating from 8 a.m. to 4 p.m. from Thursday, Nov. 2 through Sunday, Nov. 5.

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

Gordon Erickson spoke on behalf of the City Band, sharing history of the group and thanking the City Commission. He spoke about the existing issues with the Presque Isle Band Shell.

Presentation(s)

1. Harbor Advisory Committee, by Todd Leigh

Todd Leigh presented on behalf of the Harbor Advisory Committee. He and the Commission spoke about kayak safety signs, green marinas and the impacts of being a port city.

2. Consent Agenda

Commissioner Jessica Hanley moved to Approve the Consent Agenda as written, seconded by Commissioner Jennifer Smith and Carried Unanimously.

2.a. Approve the minutes of the October 10, 2023 regular Commission meeting

2.b. Approve the total bills payable in the amount of \$3,962,857.53 which excludes

\$419.56 in City Commission travel reimbursement, this reimbursement will be New Business item #3.

- 2.c. Biogas Conditioning Skid Media and Testing
- 2.d. Building HVAC Services Contract
- 2.e. Cliffs-Dow Compliance Legal Counsel Annual Retention Agreement
- 2.f. Hockey Mutineers of Marquette - Ice Use Agreement
- 2.g. Hockey Mutineers of Marquette - Locker Room Lease Agreement
- 2.h. Sale of Surplus Equipment
- 2.i. Schedule Public Hearing- Rezoning of 905 N. Lakeshore Blvd.
- 2.j. Schedule Public Hearing- Rezoning of 1025 Osprey Court

New Business

3. Commissioner Larson Travel Reimbursement

Commissioner Jennifer Smith moved to Approve the travel reimbursement for Commissioner Larson in the amount of \$419.56 for the Michigan Municipal League Convention, seconded by Commissioner Jerney Ottaway. The motion carried 6-0, with Commissioner Michael Larson abstaining.

4. Naming - Peg Hirvonen Bandshell

Commissioner Jessica Hanley moved to Approve the request from the Hirvonen Foundation to name the future bandshell at Presque Isle Park "The Peg Hirvonen Bandshell" and authorize the Mayor to sign the naming agreement, seconded by Mayor Pro Tem Sally Davis and Carried Unanimously.

5. Waterfront Safety Warning System

Commissioner Fred Stonehouse moved to Approve waiving the bid process and approve the purchase of four warning towers from SwimSmart Technology, LLC in the amount of \$95,240, seconded by Commissioner Jerney Ottaway and Carried Unanimously.

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

Margaret Brumm shared feedback from a member of the Hirvonen family, who was pleased with the outcome of tonight's discussions.

Comments from the Commission

Commissioner Hanley thanked Stonehouse for his time served on the City Commission.

Commissioner Larson thanked the City for making learning opportunities like the recent MML Convention available to officials. He said it was helpful to meet representatives from other communities around the state. He also thanked Stonehouse for his years of service on the Commission and said he is happy to have shared the stage with Stonehouse for even a short time.

Commissioner Ottaway talked about the impact that Commissioner Stonehouse has had on the City, and he thanked him.

Mayor Pro Tem Davis said the City is better for Fred Stonehouse's having sat on the Commission. She noted that Nov. 11 is Veteran's Day and thanked the two Commissioners who have served.

Commissioner Smith said she has served with Commissioner Stonehouse for many years. She said she hasn't always agreed with him, but has always appreciated his valuable input.

Commissioner Stonehouse said he has been very proud to have been a City Commissioner for 12 of the last 14 years. He said the current Commission is only as good as the Commissions that have come before, and he read a list of the names of commissioners and staff that have served with him during his tenures. He thanked everyone for their kind comments, as well as for the opportunity to serve.

Mayor Mayer thanked Commissioner Stonehouse for his service on the City Commission, and praised him for sharing much of his hard-earned knowledge.

Comments from the City Manager

City Manager Karen Kovacs updated residents on the leaf collection schedule.

Adjournment

Mayor Mayer adjourned the meeting at 6:38 p.m.

Cody O. Mayer, Mayor

Kyle Whitney, City Clerk

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City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 11/13/2023

Consent Agenda **Marquette Area Public Schools - Ice Contract**

BACKGROUND:

The Marquette Area Public Schools (Varsity Hockey) has requested an Agreement for Use of Lakeview Arena. Staff has worked with the City Attorney and Marquette Area Public Schools to draft a standard ice use agreement which provides for the terms and conditions of the request. The agreement requires five equal payments of \$3,868. One hundred and five and a half (105.5) hours are requested for \$19,340 for the FY 2024 ice season. Any additional hours of ice usage shall be paid for at the time of the final payment.

FISCAL EFFECT:

Lakeview Arena fund will receive \$19,340 in revenue for FY 2024.

RECOMMENDATION:

Approve the Agreement for Use of Lakeview Arena with the Marquette Area Public Schools for ice use, and authorize the Mayor and Clerk to sign the Agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Agreement
- ▣ Exhibit A
- ▣ Customer Schedule

AGREEMENT FOR USE OF LAKEVIEW ARENA

This Agreement, made and entered into this _____ day of _____ 2023, by and between the **CITY OF MARQUETTE**, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, MI 49885 (hereinafter referred to as the "City") and **MARQUETTE AREA PUBLIC SCHOOLS (VARSITY HOCKEY)**, of 1201 W. Fair Avenue, Marquette, MI 49885 (hereinafter referred to as the "User Group").

WHEREAS, the City is the owner and operator of Lakeview Arena at 401 E. Fair Avenue, Marquette, Michigan; and

WHEREAS, the City is willing to lease to User Group space as shown in Exhibit "A" in Lakeview Arena in accordance with the terms and conditions contained herein from October 1, 2023, through March 31, 2024.

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

1. In consideration of five (5) equal monthly payments of \$3,868.00, the User Group shall be entitled to exclusive use of the Lakeview Arena ice sheet specified in Exhibit "A" for the times listed under "Customer Schedule" which includes 105.5 hours. The City will invoice the User Group on the fifteenth (15th) day of each month beginning in November of 2023 and payment shall be due no later than the last day of the following month. The User Group shall pay for all additional hours of ice usage at the same time the fifth monthly payment is made.

2. Should the User Group wish to lease its ice time to another responsible group, at the same rate, during the contract period, it may do so upon forty-eight (48) hours minimum notice to the City. Such sub-lease of User Group ice time shall be made and transacted between the parties and not involve the City. The City retains the right to deny such use for cause which shall not be unreasonably withheld.

3. Food and beverage service operated by the City, or by those persons contracting with the City to provide said services, will be available to others during advertised special events. The City will work with the User Group to coordinate food service.

4. 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 User Group, in locations determined by the Arena Management and subject to availability.

5. The User Group recognizes that use of Arena facilities must be properly planned. User Group will provide a minimum of forty-eight (48) hours notice to the City in the event of any facility use changes, including cancellation, change of time, or additional use, and will maintain the facilities as they were found prior to their use.

6. The User Group understands and agrees that there is inherent danger and risk of injury to those individuals participating in an observing the User's Group's activities. The User Group expressly agrees to assume the full risk of and responsibility for any and all injuries, accidents, or damages (including death) that may occur as a result of participating in or observing the User's Group's activities except to the extent caused by the City's gross negligence or intentional misconduct, and the User Group releases the City, its officers, directors, agents, representatives, contractors and employees from such liability.

7. The User Group agrees to release, indemnify and hold harmless the City, its officers, directors, agents, representatives, contractors and employees from any and all claims, including attorney fees and costs, that may be brought against it by anyone claiming to have been injured or damaged as a result of the User Group's use of or activities, including but not limited to bodily injury, property damage or other injury or damage that may occur in connection with User Group's activities, except to the extent caused by the City's gross negligence or intentional misconduct.

8. The User Group shall procure and maintain insurance for the duration of this Agreement against liability claims for injuries to persons or damages to property which may arise from or in connection with the use of Lakeview Arena and naming the City as an additional insured. The insurance required by this Agreement shall be in amounts acceptable to the City and shall be endorsed to state that coverage shall not be reduced or canceled except after thirty (30) days notice to the City by certified mail, return receipt requested.

9. The occurrence of any of the following shall constitute a default by the User Group:

- a. Abandonment and vacation of Lakeview Arena during the Agreement.
- b. Failure to perform any provision of this Agreement, if the failure to perform is not cured within thirty (30) days after the City provides written notice to the User Group.
- c. Failure to maintain insurance as required by this Agreement, which shall be cause for immediate termination of this Agreement by the City.
- d. Failure to comply with any law or government order.
- e. The User Group files a petition in bankruptcy or insolvency or for reorganization, or involuntary proceedings are filed against the User Group under applicable bankruptcy laws.
- f. The User Group fails to make any payment when due.

10. In the event of default, the City shall provide the User Group written notice of default. The User Group shall have thirty (30) days after notice is provided to cure said default. No notice shall be deemed a forfeiture or termination of this Agreement unless the City specifies such in the notice. In the event the User Group does not cure the default within the allowed thirty (30) day time period, the City shall have the following remedies, which shall not be

exclusive and shall be in addition to any other remedies now or later allowed by law:

- a. The City may elect to continue this Agreement.
- b. The City may terminate the User Group's right to possession of Lakeview Arena at any time, by providing specific written notice to this effect.
- c. The City shall be entitled to recover all amounts, including any attorney fees incurred by the City in pursuit of the default.

11. Any notice required under this Agreement shall be in writing and served by prepaid, first class mail to the address listed on the first page of this Agreement, or any other address as either party may provide to the other in writing.

12. No delay or omission in the exercise of any right or remedy of the City on any default by the User Group shall impair such right or remedy or be construed as a waiver of the right to pursue such remedy.

13. Nothing in this lease shall render the City in any way a partner, in joint ventureship with the User Group.

14. Upon the expiration or termination of this Agreement, the User Group shall at its sole expense:

- a. Remove all of its goods, effects, and equipment.
- b. Surrender the premises to the City.

Any goods, effects or equipment owned by the User Group that is not removed shall be deemed to have been abandoned and shall become the property of the City.

15. By executing this Agreement and taking possession pursuant to the terms contained herein, the User Group acknowledges that Lakeview Arena is in the condition called for by this Agreement.

16. This Agreement contains the entire agreement of the parties with respect to its

subject matter. This Agreement may not be modified except by a written document signed by the parties.

17. This Agreement shall bind and benefit the parties and their successors and permitted assigns.

18. This contract is executed in the City of Marquette, State of Michigan, and shall be construed under the laws of the State of Michigan, and the parties agree that any action relating to this contract shall be instituted and prosecuted in the courts of the County of Marquette, State of Michigan, and each party waives the right to change of venue.

19. In the event the Arena is required to temporarily close pursuant to any law or government order, User Group will be prohibited from entering the Arena. In such event, User Group will be billed, and agrees to pay, for actual usage during such time.

CITY OF MARQUETTE

MARQUETTE AREA PUBLIC SCHOOLS

Cody O. Mayer, Mayor

By: *Alex Tiseo*
Its: *Athletic Director*

Kyle Whitney, City Clerk

APPROVED AS TO SUBSTANCE:

Karen M. Kovacs, City Manager

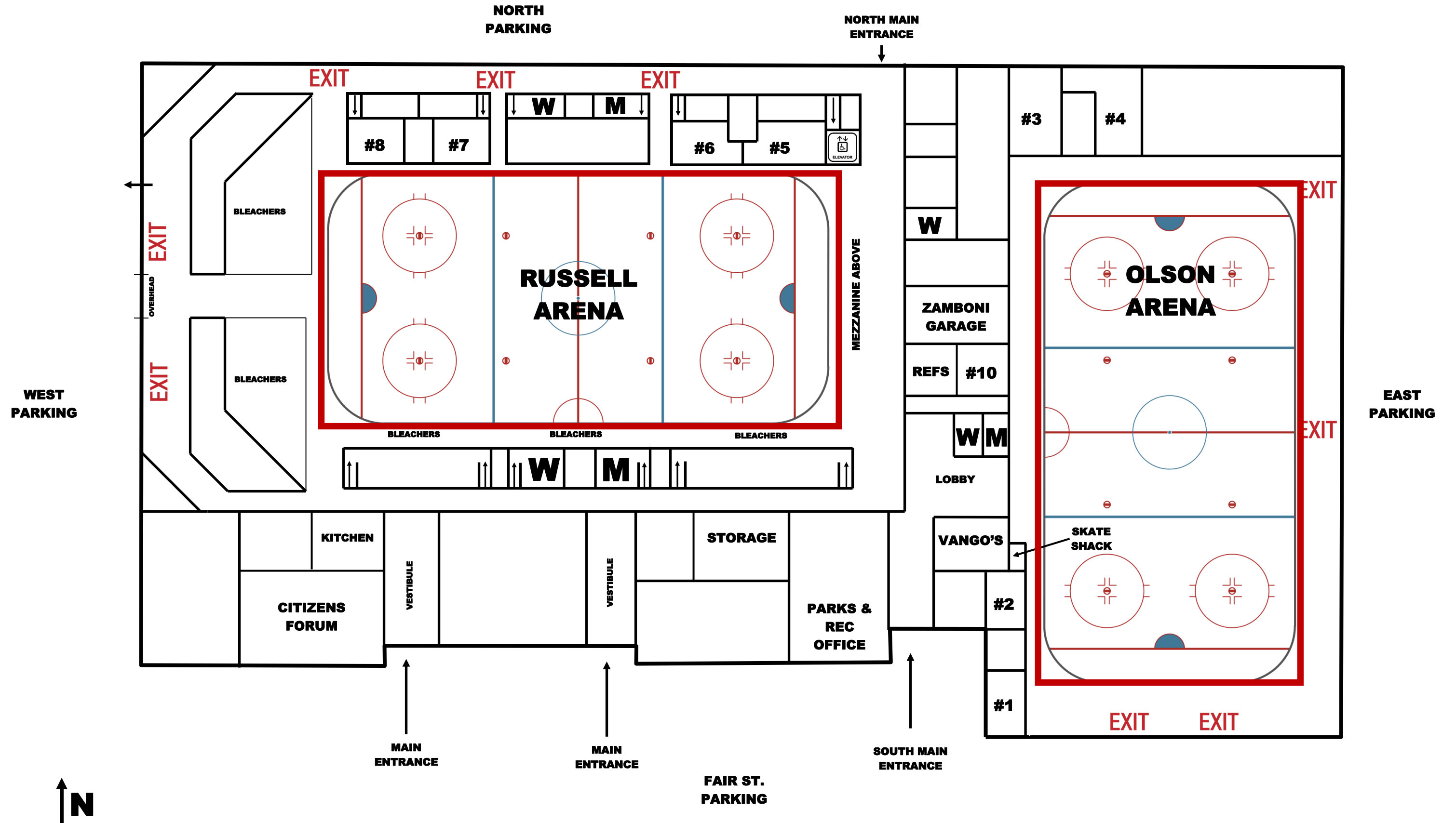
APPROVED AS TO FORM:

Suzanne C. Larsen, City Attorney



LAKEVIEW ARENA

EXHIBIT A



Russell Arena - Ice at Lakeview Arena

Monthly Calendar For October 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30 3p-4:20p MSHS Varsity Hockey	31 3p-4:20p MSHS Varsity Hockey				

Russell Arena - Ice at Lakeview Arena

Monthly Calendar For November 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 3p-4:20p MSHS Varsity Hockey	2 3p-4:20p MSHS Varsity Hockey	3 3p-4:20p MSHS Varsity Hockey	4
5	6 3p-4:20p MSHS Varsity Hockey	7 3p-4:20p MSHS Varsity Hockey	8 3p-4:20p MSHS Varsity Hockey	9 2:30p-6:50p MSHS Varsity Hockey	10 3p-3:50p MSHS Varsity Hockey	11
12	13 3p-4:20p MSHS Varsity Hockey	14 3p-4:20p MSHS Varsity Hockey	15 3p-4:20p MSHS Varsity Hockey	16 3p-3:50p MSHS Varsity Hockey	17	18
19	20 3p-4:20p MSHS Varsity Hockey	21	22 1p-1:50p MSHS Varsity Hockey	23 12:01a-11:59p Skip Date: Thanksgiving 2023 12:01a-11:59p Skip Date: Thanksgiving 2023	24	25 10:30a-11:50a MSHS Varsity Hockey
26 4p-5:20p MSHS Varsity Hockey	27 3p-4:20p MSHS Varsity Hockey	28 6p-8:20p MSHS Varsity Hockey	29 3p-4:20p MSHS Varsity Hockey	30 3p-4:20p MSHS Varsity Hockey		

Russell Arena - Ice at Lakeview Arena

Monthly Calendar For December 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4 3p-4:20p MSHS Varsity Hockey	5	6 3p-4:20p MSHS Varsity Hockey	7 3p-4:20p MSHS Varsity Hockey	8 6p-8:20p MSHS Varsity Hockey	9 12:30p-2:50p MSHS Varsity Hockey
10	11 3p-4:20p MSHS Varsity Hockey	12 6p-8:20p MSHS Varsity Hockey	13 3p-4:20p MSHS Varsity Hockey	14 3p-4:20p MSHS Varsity Hockey	15 6p-8:20p MSHS Varsity Hockey	16
17	18 3p-4:20p MSHS Varsity Hockey	19	20 3p-3:50p MSHS Varsity Hockey	21 1p-2:20p MSHS Varsity Hockey	22 1p-2:20p MSHS Varsity Hockey	23
24 12:01a - 11:59p(Dec 25, 2023) Skip Date: Christmas 2023 12:01a - 11:59p(Dec 25, 2023) Skip Date: Christmas 2023	25 12:01a(Dec 24, 2023) - 11:59p Skip Date: Christmas 2023 12:01a(Dec 24, 2023) - 11:59p Skip Date: Christmas 2023 12a - 11:59p(Dec 26, 2023) Skip Date: Christmas Day 12a - 11:59p(Dec 26, 2023) Skip Date: Christmas Day	26 12a(Dec 25, 2023) - 11:59p Skip Date: Christmas Day 12a(Dec 25, 2023) - 11:59p Skip Date: Christmas Day	27 11a-12:20p MSHS Varsity Hockey	28 11a-12:20p MSHS Varsity Hockey	29 11a-12:20p MSHS Varsity Hockey	30

Russell Arena - Ice at Lakeview Arena

Monthly Calendar For December 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
31						

Russell Arena - Ice at Lakeview Arena

Monthly Calendar For January 2024

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 1p-2p MSHS Varsity Hockey	2 1p-2p MSHS Varsity Hockey	3 3p-4:20p MSHS Varsity Hockey	4 2p-3:30p MSHS Varsity Hockey	5 6p-8:30p MSHS Varsity Hockey	6
7	8 3p-4:30p MSHS Varsity Hockey	9 3p-4:30p MSHS Varsity Hockey	10	11 3p-4p MSHS Varsity Hockey	12	13
14	15 1p-2:30p MSHS Varsity Hockey	16 6p-8:30p MSHS Varsity Hockey	17 3p-4p MSHS Varsity Hockey	18 3p-4p MSHS Varsity Hockey	19 3p-4p MSHS Varsity Hockey	20
21 1p-2:30p MSHS Varsity Hockey	22 3p-4:30p MSHS Varsity Hockey	23 3p-4:30p MSHS Varsity Hockey	24	25	26	27
28	29 3p-4p MSHS Varsity Hockey	30 3p-4:30p MSHS Varsity Hockey	31 1p-2:30p MSHS Varsity Hockey			

Russell Arena - Ice at Lakeview Arena

Monthly Calendar For February 2024

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5 3p-4:20p MSHS Varsity Hockey	6 3p-4:20p MSHS Varsity Hockey	7 3p-3:50p MSHS Varsity Hockey	8 6p-8:20p MSHS Varsity Hockey	9 3p-3:50p MSHS Varsity Hockey	10
11 3p-4:20p MSHS Varsity Hockey	12 3p-4:20p MSHS Varsity Hockey	13	14 1p-1:50p MSHS Varsity Hockey	15 6p-8:20p MSHS Varsity Hockey	16 3p-3:50p MSHS Varsity Hockey	17
18 4p-4:50p MSHS Varsity Hockey	19 3p-3:50p MSHS Varsity Hockey	20 3p-3:50p MSHS Varsity Hockey	21	22	23	24
25	26	27	28	29		

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 11/13/2023

Consent Agenda

Proclamation - 16 Days of Activism against Gender-based Violence

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Proclamation



Proclamation

16 Days of Activism against Gender-based Violence

WHEREAS, the City of Marquette is a welcoming community and an exceptional place to live, learn, work, play, and raise a family; and,

WHEREAS, the City of Marquette is a community which holds the view that all its citizens should be treated with respect and dignity; and,

WHEREAS, the City of Marquette recognizes that all forms of violence are unacceptable and damaging to a healthy community; and,

WHEREAS, the City of Marquette further recognizes that violence against women and girls is one of the most pervasive human rights violations locally, nationally and globally. It takes place at home, in the workplace, and in open spaces and includes psychological, physical and sexual violence that has resulted in events such as murder, rape, child marriage, and human trafficking; and,

WHEREAS, it is imperative that women and girls in their own spaces and within their relationships in this community feel valued, safe, empowered, and supported by their peers and community leaders; and,

WHEREAS, the City of Marquette understands that violence against women and girls threatens a healthy functioning city, inhibits economic progress, and it prevents women from contributing to their community and creating better lives for themselves and their families; and,

NOW THEREFORE, the Mayor and City Commission of the City of Marquette, hereby proclaims and recognizes, November 25th through December 10th as a period of 16 days of activism against gender-based violence for all citizens of Marquette and that they be called to action to prevent all forms of domestic violence, through reporting, supporting victims, and supporting community agencies that are working to address these issues.

DATED this 13th day of November, 2023.

Mayor

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 11/13/2023

Consent Agenda

The Hockey Mutineers of Marquette - Locker Room Lease Agreement

BACKGROUND:

The Hockey Mutineers of Marquette requested a lease for locker room space at Lakeview Arena. Staff worked with the City Attorney and The Hockey Mutineers of Marquette to draft a standard Lease Agreement which provides for the terms and conditions of the request. The monthly payment is \$1,257.66, with the first and last payment being prorated at \$628.83. The first payment is due upon execution of this agreement. The term is from October 15, 2023 to March 15, 2024.

City Charter requires lease agreements to be presented for two reads. The first read of this agreement was October 30, 2023.

FISCAL EFFECT:

The Lakeview Arena fund will receive \$6,288.30 in revenue for FY 2024.

RECOMMENDATION:

Approve the Lease Agreement with The Hockey Mutineers of Marquette for locker room space at Lakeview Arena, and authorize the Mayor and Clerk to sign the Agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Lease and Exhibit A
- ▣ Insurance

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2023, by and between **THE CITY OF MARQUETTE**, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, Michigan 49855, hereinafter "LESSOR", and **THE HOCKEY MUTINEERS OF MARQUETTE**, a Michigan corporation of 401 E. Fair Avenue, 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 known as the former Marquette Electricians locker room in Lakeview Arena consisting of the coaches' office, locker area, showers and restroom 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 known as the former Marquette Electricians locker room in Lakeview Arena consisting of the coaches' office, locker area, showers and restroom.
- 1.2 Lessee 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) months from October 15, 2023 to March 15, 2024.

III – Rent

- 3.1 Lessee shall pay \$6,228.32 for the entire lease term, the first prorated payment of \$628.83 being due October 15, 2023 with subsequent payments of \$1,257.66 being due November 1, 2023; December 1, 2023; January 1, 2024; and February 1, 2024; and a final prorated payment of \$628.83 being due March 1, 2024. This rent includes rent for the locker room space at \$14.00 per square foot for 974 square feet for 5 months and rent for the coaches office at \$7.00 per square foot for 208 square feet for 5 months.

3.2 Lessee shall be responsible for maintaining the Leased Premises.

Lessee shall be entitled to the use of common wash rooms and concessions.

Lessee shall be responsible for telephone and internet service.

IV – Use of Leased Premises

4.1 Lessee shall use the Leased Premises only as office space, locker area, weight room, showers and restroom, 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 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 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 licensees, 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 leasehold 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.

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, be deemed 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 Leased Premises 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

THE HOCKEY MUTINEERS OF MARQUETTE

Cody O. Mayer, Mayor

By: Gary Enright
Its:

Kyle Whitney, City Clerk

Approved as to Substance:

Karen M. Kovacs, City Manager

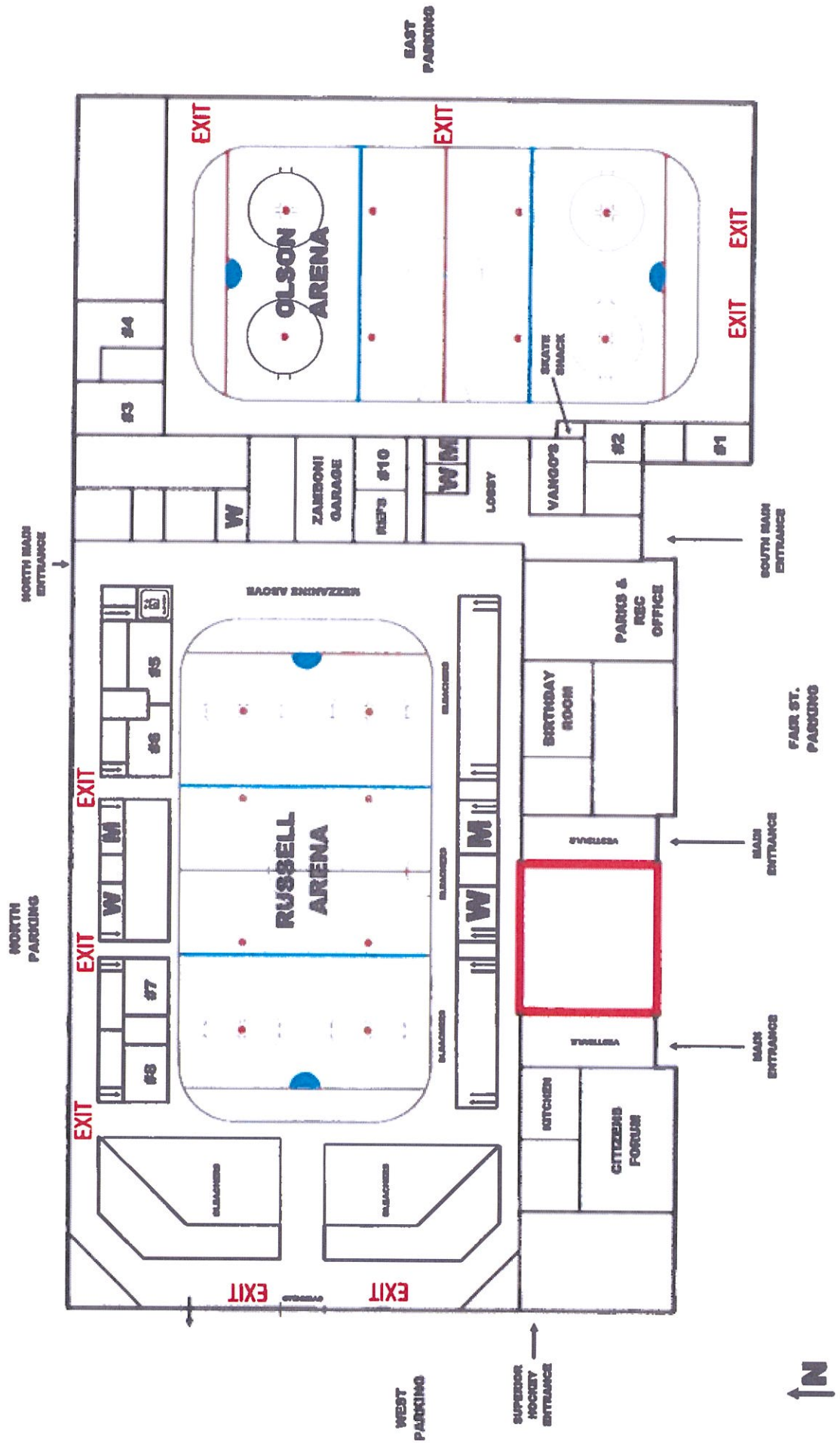
Approved as to Form:

Suzanne C. Larsen, City Attorney



LAKEVIEW ARENA

EXHIBIT A





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/27/2023

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 Vast 300 South Front Street Marquette MI 49855	CONTACT NAME: Jane Wanberg PHONE (A/C, No, Ext): (906) 228-7500 E-MAIL ADDRESS: janew@vastsolution.com FAX (A/C, No): (906) 228-5385
INSURED The Hockey Mutineers of Marquette 327 US Hwy 41 Negaunee MI 49866	INSURER(S) AFFORDING COVERAGE INSURER A: RSUI Indemnity Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 23-24**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		NEWGLBINDER	10/27/2023	10/27/2024	EACH OCCURRENCE \$ 1,000,000	
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000							
	MED EXP (Any one person) \$ 5,000							
	PERSONAL & ADV INJURY \$ 1,000,000							
							GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COMP/OP AGG \$ excluded	
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$	
							BODILY INJURY (Per person) \$	
							BODILY INJURY (Per accident) \$	
							PROPERTY DAMAGE (Per accident) \$	
	UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$	
							AGGREGATE \$	
	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				PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT \$	
							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)

Certificate holder is additional insured in regards to the general liability per forms CG2011, CG2012, CG2013 when signed agreement is in place. 30 day notice of cancellation applies to certificate holder. All coverages are subject to insurance policy terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**

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

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 11/13/2023

New Business

Approve 2024 City Commission Meeting Schedule

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ 2024 City Commission Meeting Schedule



MARQUETTE CITY COMMISSION 2024 MEETING SCHEDULE

NOTICE IS HEREBY GIVEN that the Marquette City Commission will hold the following regular meetings during 2024. Most regular meetings are held in the City Commission Chambers of City Hall, at 300 West Baraga Ave., and shall commence at 6:00 p.m. on the second and last Monday of each month. Meetings that don't fit within this schedule are indicated with an asterisk:

January 8	January 29
February 12	*February 19 (Third Monday)
March 11	March 25
April 8	April 29
May 13	*May 28 (Tuesday)
June 10	June 24
July 8	July 29
August 12	August 26
September 9	September 30
*October 15 (Tuesday)	October 28
*November 11 (7 p.m. start)	November 25
December 9	*December 16 (Third Monday)

Additional meetings may be called, and changes may be made in accordance with the City Charter. Notices will be posted for such changes in compliance with Public Act 267 of 1976.

Proposed minutes of meetings will be available for public inspection within eight business days after the meeting. Approved minutes will be available for public inspection within five business days after the meeting at which minutes are approved. Minutes of meetings are available at the City Clerk's office, City Hall, 300 W. Baraga Ave., Marquette, MI 49855.

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

Kyle Whitney, City Clerk

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 11/13/2023

New Business **Procedure to Fill BLP Vacancy**

BACKGROUND:

The resignation of Paul Schloegel from the Marquette Board of Light and Power has created a vacancy on that board.

Under the provisions of the Marquette City Charter (Sec. 6-5), the City Commission has 60 days in which to fill this vacancy via appointment.

Since late 2017, the City Commission has made five appointments to fill City Commission vacancies, and staff is recommending the board follow a process similar to the one originally established in November of 2017 to handle those appointments.

Under that process, applications were made available both online at the City's website and in person at the City Clerk's Office and interested parties were given an application submission deadline. Following the deadline, completed applications and related materials were disseminated to the City Commission for review.

At a subsequent meeting, the Commission then provided applicants an opportunity to speak, and made an appointment to fill the vacancy.

With regard to a BLP vacancy, the City Charter also stipulates that "the city commission shall consult with the remaining members of the board of light and power before the city commission makes its appointment." With this in mind, staff is recommending that following the application submission deadline, the City Commission provide the applications to the BLP prior to that board's November 28 meeting, with the understanding that the remaining members of the BLP board will consider the applications at that point and will have an opportunity to make a recommendation to the City Commission, if they so choose. The City Commission would then consider the appointment in December.

In order to be appointed, an individual must meet all eligibility requirements stipulated by the City Charter.

FISCAL EFFECT:

None by this action.

RECOMMENDATION:

Direct the City Clerk to make Marquette Board of Light and Power application forms available online and in the Clerk's Office, and to accept applications from interested parties until 4 p.m. on

Friday, November 24, 2023; to then forward all applications to the Board of Light and Power for review; and to then proceed with the appointment of a new board member to the Board of Light at the December 11 regular meeting.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available