

## City of Marquette, MI



### Meeting Agenda City Commission

**Monday, March 31, 2025  
6:00 PM  
Commission Chambers**

300 West Baraga Ave  
Marquette, Michigan 49855

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#### **Call to Order, Pledge of Allegiance and Roll Call**

#### **Approval of the Agenda**

#### **Announcements**

#### **Boards and Committees**

##### **1. Appointment(s)**

Perry David Allen II, Marquette Brownfield Redevelopment Authority, for an unexpired term ending 2-1-27

Perry David Allen II, Election Board, for a term ending 4-11-2029

Dallas Fetter, to the Board of Zoning Appeals as the Planning Commission representative, for a term ending 2-15-2026

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

##### **Presentation(s)**

##### **2. Iron Ore Heritage Recreation Authority Update, by Trail Administrator Bob Hendrickson**

##### **Public Hearing(s)**

##### **3. Able Medical Devices Industrial Development District - Roll Call Vote**

##### **4. Recreation Master Plan - Roll Call Vote**

##### **5. Consent Agenda - Roll Call Vote**

**5.a.** Approve the minutes of the March 10, 2025 regular Commission meeting

**5.b.** Approve the total bills payable in the amount of \$2,532,070.74

**5.c.** Keweenaw Bay Indian Community - Special Event Permit

**5.d.** Marquette Beautification and Restoration Committee, Inc. Petunia Pandemonium Project

**5.e.** MQT Bike Rentals Lease Agreement

**5.f.** MQTS, INC. Roller Derby Storage Space Lease Agreement

**5.g.** Ordinance 25-02: Overnight Occupation of Public Property

**5.h. Resolution to Approve the Addition of Michigan Cooperative Liquid Assets Securities System as an Approved Investment Option - 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**

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**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](mailto:estemen@marquettemi.gov).*

## City of Marquette, MI

300 West Baraga Avenue  
Marquette, MI 49855

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**Agenda Date:** 3/31/2025

### **Public Hearing(s)**

#### **Able Medical Devices Industrial Development District - Roll Call Vote**

#### **BACKGROUND:**

In August 2024, Longyear Realty Corporation, on behalf of Able Medical Devices, requested the city create an Industrial Development District for their site with the intent to apply for a tax abatement in accordance with PA 198 of 1974 Industrial Facilities Tax Exemption. The requested district will include a portion of the parcel owned by Longyear Realty Corporation as outlined on the attached map.

An Industrial Development District is a designated area established by the legislative body of a city. These districts are created to support eligible businesses in making new investments in Michigan. Tax abatements provided within these districts help Michigan manufacturers by lowering the tax burden on investments, making it more feasible to build new facilities, expand current operations, renovate older buildings, or acquire new machinery and equipment. An Industrial Development District must be established prior to an application for a tax abatement is processed.

This public hearing is a required step in the process to establish an Industrial Development District and was scheduled at the March 10 City Commission meeting.

#### **FISCAL EFFECT:**

None.

#### **RECOMMENDATION:**

Approve the resolution, and authorize the City Clerk to sign.

#### **ALTERNATIVES:**

As determined by the Commission.

#### **ATTACHMENTS:**

Description

- ▣ Longyear Request
- ▣ Resolution



August 6, 2024

Karen Kovacs  
300 W. Baraga Ave  
Marquette, MI 49855

Re: Longyear Realty Corporation Request for Establishment of an Industrial Development District Pursuant to Act 198 of 1974 as Amended

Dear Manager Kovacs,

On behalf of Longyear Realty Corporation, I would like to formally request the establishment of an Industrial Development District at the attached property location.

Able Medical Devices, a subsidiary of Longyear Realty Corporation, plans to move to the above location satisfying the terms of the Development Agreement between Longyear Realty Corporation and the City of Marquette, dated April 6, 2021, and recently extended to April 6, 2025. Able's move to this new location provides the business with new growth opportunities, the ability to retain top talent and new tax revenue for the City of Marquette.

To the extent possible, Longyear Realty Corporation would like to apply for tax abatement incentives through the IDD as they will aid in the expansion of the company. Additionally, Longyear Realty Corporation would like to market the site as a "tech park" to other businesses, providing the same opportunity to use tax abatement to help grow their companies respectively.

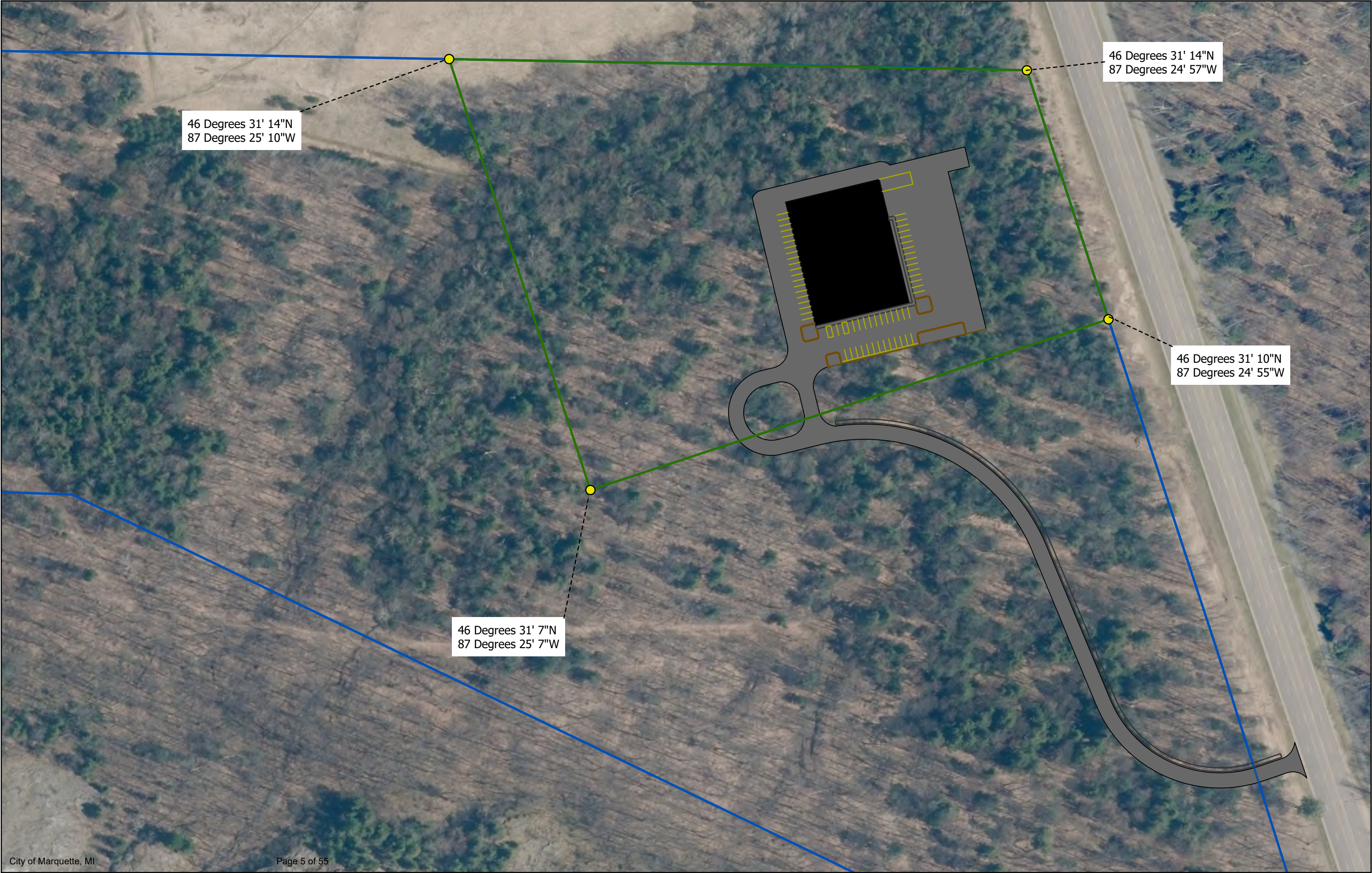
We will be working alongside Mary Myers of the Lake Superior Community Partnership and Leo Isleib of the Michigan Economic Development Corporation as we pursue other economic development opportunities for the Able Medical Device relocation. If you have any questions about the Industrial Development District process, please contact Mary Myers.

Thank you for assisting us with this request.

Sincerely,

Dale Dexter  
Director Financial Planning & Analysis  
JM Longyear





46 Degrees 31' 14"N  
87 Degrees 25' 10"W

46 Degrees 31' 14"N  
87 Degrees 24' 57"W

46 Degrees 31' 10"N  
87 Degrees 24' 55"W

46 Degrees 31' 7"N  
87 Degrees 25' 7"W



PART OF THE N 1/2 OF THE NW 1/4 AND PART OF THE NW 1/4 OF  
THE NE 1/4, SECTION 34, T48N-R25W, CITY OF MARQUETTE,  
MARQUETTE COUNTY, MICHIGAN

A parcel of land being part of the North Half (N 1/2) of the Northwest Quarter (NW 1/4) and part of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4), Section 34, T48N-R25W, City of Marquette, Marquette County, Michigan described as:

**Beginning** at the northwest corner of Section 34; thence S89°04'08"E, 1326.85 feet along the North section line to the West 1/16 corner on the North section line; thence S89°04'02"E, 1326.34 feet along the North section line to the North 1/4 corner; thence S89°05'02"E, 158.72 feet along the North section line to the West right of way line of South McClellan Avenue; thence S18°38'26"E, 1332.05 feet along the West right of way line of South McClellan Avenue to the North 1/16 line; thence N89°09'57"W, 623.99 feet along the North 1/16 line to the Center-North 1/16 corner; thence N62°53'12"W, 1474.65 feet to the midpoint on the West 1/16 line between the Northwest 1/16 corner and the West 1/16 corner on the North section line; thence N89°08'39"W, 1324.88 feet to a point on the West section line; thence N00°41'50"E, 653.57 feet along the West section line to the Point of Beginning and containing 61.3332 acres and subject to restrictions, reservations, rights of way and easements of record.



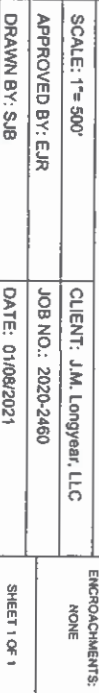
ESCANABA, MICHIGAN      PHOENIX, ARIZONA      MARSHALL, MICHIGAN      SUPERIOR, WISCONSIN

**SURVEYORS CERTIFICATE:** I hereby certify that I have surveyed and mapped the hereon described parcel of land and that the relative positional precision of each corner is within the limits accepted by the practice of professional surveying; and that this survey complies with the requirements of Public Act No. 132, of 1970 as amended.

BEARING BASIS:  
NAD 83 (2011)  
MICHIGAN STATE  
PLANE NORTH (2111)

BY: *Shirley J. Buse*  
Shirley J. Buse, P.S. No. 4001050429  
DATE: 01/08/2021

DATE: 01/08/2021





## **RESOLUTION TO ESTABLISH AN INDUSTRIAL DEVELOPMENT DISTRICT – ABLE MEDICAL DEVICES**

A regular meeting of the Marquette City Commission, held on March 31, 2025, at Marquette City Hall, 300 W. Baraga Avenue, Marquette, Michigan at 6:00p.m.:

### **PRESENT:**

### **ABSENT:**

The following preamble and resolution were offered by: \_\_\_\_\_ and supported by: \_\_\_\_\_.

### **Resolution Establishing an Industrial Development District for Longyear Realty Corporation**

**WHEREAS**, pursuant to PA 198 of 1974, as amended, the Marquette City Commission (the “Commission”) has the authority to establish “Industrial Development Districts” within the City of Marquette; and,

**WHEREAS**, Longyear Realty Corporation has petitioned the Commission to establish an Industrial Development District on its property located in the City of Marquette, hereinafter described; and,

**WHEREAS**, construction, acquisition, alteration, or installation of a proposed facility had not commenced at the time of filing the request to establish this district; and,

**WHEREAS**, written notice has been given by mail to all owners of real property located within the district, and to the public by newspaper advertisement in the Mining Journal and/or public posting of the hearing on the establishment of the proposed district; and,

**WHEREAS**, on March 31, 2025, a public hearing was held at which all owners of real property within the proposed Industrial Development District and all residents and taxpayers of the City of Marquette were afforded an opportunity to be heard thereon; and,

**WHEREAS**, the Commission deems it to be in the public interest of the City of Marquette to establish the Industrial Development District as proposed; and,

**NOW, THEREFORE, BE IT RESOLVED** by the Marquette City Commission that the following described parcel of land situated in the City of Marquette, County of Marquette, and State of Michigan, to wit:

A parcel of land being part of the North One-half of the Northwest Quarter (N ½ of NW ¼) and part of the Northwest Quarter of the Northeast Quarter (NW ¼ of NE ¼), Section 34, Township 48 North, Range 25 West, in the City of Marquette, County of Marquette and State of Michigan, described as: Starting at the Northwest corner of Section 34; thence S89°04'08"E, 1326.85 feet along the North section line to the West 1/16 corner on the North section line; thence S89°04'02"E, 666.34 feet along the North section line to the Point of Beginning, thence S89°04'02"E, 660.00 feet along the North section line to the North ¼ corner; thence S89°05'02"E, 158.72 feet along the North section line to the West right of way line of South McClellan Avenue; thence S18°38'26"E, 1382.05 feet along the West right of way line of South McClellan Avenue to the North 1/16 line; thence N89°09'57"W, 623.99 feet along the North 1/16 line to the Center-North 1/16 corner; thence N62°53'12"W, 733.80 feet; thence N89°06'39"W, 991.42 feet more or less to the Point of Beginning.

is established as an Industrial Development District pursuant to the provisions of PA 198 of 1974, as amended, to be known as Able Medical Industrial Development District No. 1.

**AYES:**

**NAYS:**

**RESOLUTION DECLARED ADOPTED.**

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Marquette, County of Marquette, Michigan, at a regular meeting held on March 31, 2025, at 6:00 p.m. in the City Commission Chambers, 300 W. Baraga Avenue, Marquette, with notice of the public hearing in accordance with PA 198 of 1974.

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Kyle Whitney, City Clerk



## City of Marquette, MI

300 West Baraga Avenue  
Marquette, MI 49855

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**Agenda Date:** 3/31/2025

### **Public Hearing(s)**

#### **Recreation Master Plan - Roll Call Vote**

#### **BACKGROUND:**

The Recreation Master Plan is a document that guides public policy, capital improvements and the budget process for parks and recreation within the City of Marquette.

The Parks and Recreation Advisory Board has reviewed this plan at seven of their meetings providing feedback and input. The Planning Commission determined at their February 18, 2025 meeting, that the plan is consistent with the Community Master Plan and recommended its adoption by the City Commission.

At its February 24, 2025 meeting, the City Commission scheduled a public hearing to allow the community time to review the draft plan and provide any additional comments. Public input was gathered through a posting on the City's website and physical copies at Lakeview Arena. Additionally, the City conducted three days of stakeholder meetings and two open houses to learn and engage with the draft plan.

#### **FISCAL EFFECT:**

No direct fiscal effect with this action; however, the Recreation Master Plan is a tool to help plan the course of the Community Services - Parks and Recreation Division in terms of operations, budgeting, and capital projects.

#### **RECOMMENDATION:**

Adopt the Resolution to approve the Five-Year Recreation Master Plan as publicly presented, and authorize the Mayor and Clerk to sign the Resolution.

#### **ALTERNATIVES:**

As determined by the Commission.

#### **ATTACHMENTS:**

Description

- ▣ Recreation Master Plan Resolution



## Resolution to Adopt the Recreation Master Plan

**WHEREAS**, the City of Marquette began the process of updating the Recreation Master Plan in accordance with the most recent guidelines developed by the Department of Natural Resources and made available to local communities; and

**WHEREAS**, the residents of the City of Marquette were provided with a well-advertised opportunity during the development of the draft plan to express opinions, ask questions, and discuss all aspects of the recreation and natural resource conservation plan; and

**WHEREAS**, the public was given a well-advertised opportunity and reasonable accommodations to review the draft plan for a period of 35 days; and

**WHEREAS**, a public hearing was held on March 31, 2025, in City Commission Chambers to provide an opportunity for all residents of the city to express opinions, ask questions, and discuss all aspects of the Recreation Master Plan; and

**WHEREAS**, the City of Marquette has developed the Recreation Master Plan as a guideline for improving recreation and enhancing natural resource conservation for the City of Marquette

**NOW, THEREFORE, BE IT RESOLVED** that the City Commission hereby adopts the Recreation Master Plan.

### Vote

Aye: \_\_\_\_

Nay: \_\_\_\_

Absent: \_\_\_\_

Duly adopted by the Marquette City Commission on this \_\_\_\_ day of \_\_\_\_\_, 2025

\_\_\_\_\_  
Jessica Hanley, Mayor

Certified to be a true copy on this \_\_\_\_ day of \_\_\_\_\_, 2025

\_\_\_\_\_  
Kyle Whitney, City Clerk

**City of Marquette, MI**

300 West Baraga Avenue  
Marquette, MI 49855

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**Agenda Date: 3/31/2025**

**Consent Agenda - Roll Call Vote**

**Approve the minutes of the March 10, 2025 regular Commission meeting**

**ALTERNATIVES:**

As determined by the Commission.

**ATTACHMENTS:**

Description

- ▣ 03-10-25 Minutes





## City of Marquette, MI

300 West Baraga Ave  
Marquette, Michigan 49855

### Meeting Minutes City Commission

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

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#### **Call to Order, Pledge of Allegiance and Roll Call**

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

Absent: Mayer

Mayor Pro Tem Paul Schloegel moved to excuse Commissioner Cody Mayer due to personal reasons, seconded by Commissioner Sally Davis and Carried Unanimously.

#### **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 said that the Planning Commission will be conducting a public hearing at 6 p.m. on March 18 to discuss a PUD plan for the development of townhomes and multi-unit residential structures along West Magnetic between Lee and 4th streets.

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

Margaret Brumm asked the City to adopt a resolution reminding the public that this week marks the 5-year anniversary of the start of the Covid-19 pandemic. She spoke about impacts of the pandemic and said she will be hosting a public gathering this week, acknowledging the date.

#### **Presentation(s)**

##### **1. Recognition of City Retiree - Cynthia Acocks**

Police Chief Ryan Grim spoke about Officer Cynthia Acocks, who is retiring this week after 25 years with the city. He said she was a professional and dedicated officer who made a huge impact and who was the best forensic investigator in the area.

##### **2. Recognition of City Retiree - Lyle Michaels**

Water Treatment Plant Supervisor Neil Traye talked about Lyle Michaels, who he was worked with his entire career. He said Michaels has worked for the city for 32

years and has always been a well-rounded, talented and dependable employee. He said Michaels should be recognized for everything he has done for the city and for all the knowledge he has passed on to coworkers over the years.

Following the brief presentations, commissioners commented on the rare and impressive nature of the dedication required to spend decades with the same organization. They said it was inspiring to hear coworkers speak so highly of the departing employees.

### **3. Consent Agenda - Roll Call Vote**

Mayor Pro Tem Paul Schloegel moved to Approve the Consent Agenda as written, seconded by Commissioner Cary Gottlieb and Carried Unanimously by Roll Call Vote.

- 3.a.** Approve the minutes of the February 24, 2025 regular Commission meeting
- 3.b.** Approve the total bills payable in the amount of \$1,097,995.50
- 3.c.** Application for License to Use City Property at 101 S. Front Street
- 3.d.** Fire Department Fee Schedule Amendment
- 3.e.** KBIC Funding for the U.P. Children's Museum
- 3.f.** Sault Ste. Marie Tribe of Chippewa Indians Funding for the U.P. Children's Museum
- 3.g.** KBIC Funding for the City of Marquette Department of Community Services
- 3.h.** Sault Ste. Marie Tribe of Chippewa Indians Funding for the City of Marquette Department of Community Services
- 3.i.** KBIC Funding for the City of Marquette Police Department
- 3.j.** Sault Ste. Marie Tribe of Chippewa Indians Funding for the City of Marquette Police Department
- 3.k.** KBIC Funding for the YMCA
- 3.l.** Sault Ste. Marie Tribe of Chippewa Indians Funding for the YMCA
- 3.m.** MQT Bike Rentals Lease Agreement
- 3.n.** New Liquor License Application - Roll Call Vote
- 3.o.** Human Resources Software Solution
- 3.p.** Schedule Public Hearing – Able Medical Devices Industrial Development District

### **New Business**

#### **4. Waterfront Safety Warning Tower**

Commissioner Michael Larson moved to Waive the competitive bid process and approve the purchase of one safety warning tower from SwimSmart Technology, LLC, in the amount of \$35,560, seconded by Mayor Pro Tem Paul Schloegel and Carried Unanimously.

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

There were no public comments.

### **Comments from the Commission**

**Commissioner Gottlieb** thanked Margaret Brumm for acknowledging the beginning of the Covid-19 pandemic, which impacted everyone in one way or another.

**Commissioner Larson** said the City crews handled last week's significant snow storm very well. He urged everyone to be careful now, as more people are drawn outside by the warm weather, while visibility is impacted due to the higher banks.

**Mayor Pro Tem Schloegel** commented on safety issues related to the weather.

**Commissioner Ottaway** also thanked Brumm for mentioning the beginning of the pandemic. He said this is also Restaurant Week and noted that restaurants were impacted very heavily by the pandemic.

**Commissioner Davis** thanked Brumm, as well, and then reminded people that the Parks and Recreation Master Plan is currently available for review and that comments and input about the plan can be submitted on the City's website.

**Mayor Hanley** talked about the large amount of work done to clear snow. She said she is also excited about Marquette Restaurant Week and she urged people to support local businesses.

### **Comments from the City Manager**

**City Manager Karen Kovacs** talked about the work and time to clear the streets of snow last week and she thanked residents for their understanding. She said the storm also disrupted the schedule for garbage and recycling collection. She said she will be focusing on upcoming changes to garbage and recycling collections in the city during this week's Community Office Hours at the Peter White Public Library.

### **Adjournment**

Mayor Hanley adjourned the meeting at 6:28 p.m.

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**Jessica Hanley, Mayor**

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**Kyle Whitney, City Clerk**

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**City of Marquette, MI**

300 West Baraga Avenue  
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**Agenda Date: 3/31/2025**

**Consent Agenda - Roll Call Vote**

**Keweenaw Bay Indian Community - Special Event Permit**

**BACKGROUND:**

The Keweenaw Bay Indian Community (KBIC) has requested a Special Event Permit for Parks, Streets, Buildings and Grounds to use Lakeview Arena - Russell Arena for the Keweenaw Bay Spring Contest Pow Wow for April 18-20, 2025. Staff has worked with the City Attorney and KBIC to develop the permit.

**FISCAL EFFECT:**

Fees for renting Lakeview Arena - Russell Arena total \$4,200 plus miscellaneous charges.

**RECOMMENDATION:**

Approve the Special Event Permit for City Parks, Streets, Buildings and Grounds with the Keweenaw Bay Indian Community, and authorize the Mayor and Clerk to sign the agreement.

**ALTERNATIVES:**

As determined by the Commission.

**ATTACHMENTS:**

Description

- ▣ Permit and Insurance

SPECIAL EVENTS PERMIT FOR CITY PARKS,  
STREETS, BUILDINGS AND GROUNDS

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2025  
between CITY OF MARQUETTE, a Municipal Corporation, of 300 W. Baraga Avenue,  
Marquette, Michigan, 49855, hereinafter referred to as the "CITY", and KEWEENAW  
BAY INDIAN COMMUNITY, of 16429 Beartown Road, Baraga, Michigan 49908,  
hereinafter referred to as "PERMITTEE".

INSTRUCTIONS - PERMITTEE shall comply with all sections of this permit with  
a darkened box (■) .

WITNESSETH:

- (1) Description. The CITY in consideration of the terms, conditions, covenants  
and agreements to be performed by PERMITTEE, does hereby grant to  
PERMITTEE permission to use and occupy the following ["premises"]:

RUSSELL ARENA in LAKEVIEW ARENA

- (2) Term. The term of this Permit shall be for April 18, 2025 from 8:00 a.m.  
until April 20, 2025 at 11:00 p.m.
- (3) Acceptance of Premises. PERMITTEE has examined and is satisfied with  
the physical condition of the premises, and accepts the premises in their "as is"  
condition.
- (4) Use. PERMITTEE may use and occupy the premises for:

"KEWEENAW BAY SPRING CONTEST POW WOW"

and for no other reason. The use and occupancy shall only be under  
PERMITTEE'S name or any assumed name of PERMITTEE. PERMITTEE shall  
not use or knowingly allow any part of the premises to be used for any unlawful  
purpose. In the event of any violation of this provision the CITY at its sole  
discretion may terminate this Permit and expel PERMITTEE from the premises.  
PERMITTEE waives, releases and relinquishes all claims of right or interest in the  
premises, other than as granted pursuant to this Permit.

- (5) Fees. PERMITTEE shall be responsible for paying the following fees in  
connection with the use of the PREMISES:

<b>Russell Arena: 1 day</b>	<b>\$1,400</b>
<b>Tables:</b>	<b>\$10 staff set up</b>
	<b>\$5 user set up</b>

<b>Chairs:</b>	<b>\$5 staff set up</b>
	<b>\$2 user set up</b>
<b>Pipes and Drape</b>	<b>\$10/8 foot section</b>
<b>Citizens Forum</b>	<b>\$40/hour</b>

- (6) **Clean-up, Repairs, Maintenance and Damage.** PERMITTEE shall be solely responsible for clean-up of the premises and the repair expense for any damage caused to the premises throughout the term of this Permit. PERMITTEE shall, at the direction of the CITY, provide a sufficient number of dumpsters and trash collection cans for the event. PERMITTEE will be responsible to reimburse the CITY for out-of-pocket costs (i.e. tipping fee) associated with trash removal and disposal. The CITY strongly encourages PERMITTEE to utilize volunteers for clean-up.

PERMITTEE shall take good care of and shall keep the premises, including its fixtures and furnishings, in a clean, safe, orderly and sanitary condition including, but not limited to, keeping all sidewalks, parking areas, alleys, roadways and facilities/areas which are a part of the premises, neat and clean; guarding all defects on the premises which may be a hazard to the general public and business invitees; and promptly removing all debris or any other material which may be a hazard to the general public and business invitees. PERMITTEE shall promptly make all repairs which are required to maintain the premises in the condition which existed upon the commencement of its actual use and occupancy. PERMITTEE shall not be required to repair plumbing and electrical components of the premises for damages which is not caused by the PERMITTEE, its guests or invitees. At the termination of this Permit, PERMITTEE shall yield and deliver up the premises in like condition, reasonable use and wear thereof and damage by the elements exempted.

- (7) **Clean-up and Damage Bond.** PERMITTEE shall deposit with the Parks and Recreation Department a clean-up and damage bond in the form of cash or certified check payable to the CITY, in the amount of \$250.00. This will correlate with the type of insurance required. The bond should be deposited with the Community Services Department - Parks and Recreation Division at the time the application is submitted, when possible, but is required prior to the permit being presented to the City Commission for approval. The bond shall be processed to be returned to PERMITTEE, without interest, within seven (7) days after all of the following have occurred:

- (a) PERMITTEE has complied with all terms of this Permit, including completely vacating the premises by the required time period.
- (b) the term of the Permit has expired;
- (c) PERMITTEE has fully performed the restoration and clean-up of the premises to an "as-is" or better condition as prior to the event; and



(d) PERMITTEE has paid all fees set forth herein.

Should PERMITTEE fail to comply with any of these terms, the CITY may retain the clean-up and damage bond and if the amount thereof is insufficient, pursue all other remedies.

□ (8) Electrical Permits. For any event, carnival or fair connecting to or modifying an existing electrical source or service, PERMITTEE covenants and agrees to designate a licensed electrical contractor and secure an electrical permit in compliance under Article 525 of the current National Electric Code. An electrical permit shall be obtained two (2) weeks prior to the event and a copy shall be provided to the Community Services Department - Parks & Recreation Division office at least one (1) week prior to the event. Inspections shall be requested by the electrical contractor prior to the opening of the event, or use of the electrical service.

■ (9) All Utilities. The CITY agrees to allow PERMITTEE to use existing electrical and water services for food and beverage concessions, lighting and audio equipment. However, the CITY shall not be responsible for any damages whatsoever due to any interruption in electrical, water or other services.

There shall be no modification or alteration of the CITY's electrical supply boxes or other equipment, unless prior approval has been obtained from the CITY and any work is approved by the CITY's electrical inspector. All such work must be done by a licensed electrical contractor at PERMITTEE'S sole expense.

■ (10) Reimbursement of Utility Costs. PERMITTEE shall reimburse the CITY the sum of \$350.00 for the costs of electric, water and other utility services utilized by the PERMITTEE, its vendees and concessionaires.

■ (11) Signs. PERMITTEE shall be entitled, at PERMITTEE'S own expense, to install signs and banners along the premises. Signs shall comply with the Zoning Chapter of the Marquette Code of Ordinances.

■ (12) Insurances. CERTIFICATES OR OTHER EVIDENCE OF ALL REQUIRED COVERAGES AND ENDORSEMENTS MUST BE FILED WITH THE COMMUNITY SERVICES DEPARTMENT - PARKS & RECREATION DIVISION NO LATER THAN THE DATES LISTED WITH EACH TYPE OF INSUARNCE. FAILURE TO ABIDE BY THE REQUIRED DATES WILL RESULT IN THE EVENT BEING CANCELLED OR RESTRICT THE TYPE OF ACTIVITY THAT MAY OCCUR AT THE EVENT.

■ General Liability

PERMITTEE shall carry comprehensive general liability insurance, including premises and all operations, through companies licensed and admitted to do business in Michigan, which shall provide protection from all claims of damage or injury, including death, to persons and property

which may arise out of, result from or be caused by PERMITTEE'S use or occupancy of the premises or its operations conducted thereon, with occurrence and aggregate limits of not less \$1,000,000, per occurrence.

THE CITY, ITS OFFICERS AND EMPLOYEES SHALL BE NAMED AN ADDITIONAL INSURED AND THIS COVERAGE SHALL BE ENDORSED ON THE CERTIFICATE AND POLICY "AS BEING PRIMARY TO THE CITY, AND NOT IN EXCESS OF ANY OTHER INSURANCE, SIMILAR PROTECTION (E.G. RISK MANAGEMENT ASSOCIATION) OR ANY OTHER VALID, APPLICABLE, OR COLLECTABLE INSURANCE OR SELF-INSURANCE WHICH IS OR MAY BE AVAILABLE TO OR CARRIED BY THE CITY."

PERMITTEE shall, no later than 30 days prior to the Event, provide the CITY with a certificate or other evidence of the required coverage. The certificate or other evidence of coverage shall provide a thirty (30) day written notice to the CITY in the event of cancellation or material changes in the coverage. Failure to abide by this provision will result in cancellation of the event.

☐ Liquor Liability.

PERMITTEE or its designee (for example, a local service club) shall carry liquor liability insurance with combined limits of not less than \$500,000 insuring for any and all damage and liability which may be caused by, related to or arise out of the sale, furnishing, giving, distribution or consumption of alcoholic beverages on the premises.

PERMITTEE shall, no later than 7 days prior to the Event, provide the CITY with a certificate or other evidence of liquor liability insurance coverage. The certificate or other evidence of coverage shall provide a thirty (30) day written notice to the CITY in the event of cancellation or material changes in the coverage. Failure to abide by this provision will result in the prohibition of the sale, furnishing, giving, distribution or consumption of alcohol beverages at the event.

☐ Motor Vehicle Liability

PERMITTEE shall also obtain and maintain vehicle liability coverage for all owned, non-owned and hired motor vehicles which may be operated, maintained or used on the premises. Minimum combined limits of \$500,000 shall be maintained.

PERMITTEE shall, no later than 30 days prior to the Event, provide the CITY with a certificate or other evidence of the required coverage. The certificate or other evidence of coverage shall provide a thirty (30) day written notice to the CITY in the event of cancellation or material changes

in the coverage. Failure to abide by this provision will result in the prohibition of use of any motor vehicle at the event.

■ Food

PERMITTEE or its designee shall carry products and completed operations coverage insurance with combined limits of not less than \$500,000 insuring for any and all damage and liability which may be caused by, related to or arise out of the sale, furnishing, giving, distribution or consumption of food on the premises.

PERMITTEE shall, no later than 30 days prior to the Event, provide the CITY with a certificate or other evidence of the required coverage. The certificate or other evidence of coverage shall provide a thirty (30) day written notice to the CITY in the event of cancellation or material changes in the coverage. Failure to abide by this provision will result in the prohibition of the sale, furnishing, giving, distribution or consumption of food at the event.

■ Other insurance.

If PERMITTEE employs any independent contractor or others for any purpose whatsoever in relation to its use or occupancy of the premises, or for any operations or maintenance connected therewith, PERMITTEE shall obtain and maintain, or cause said independent contractor to obtain and maintain, policies of workers compensation insurance and such other liability insurance of the types and in the amounts outlined above which will provide coverage to the CITY, its officer and employees for all claims which may arise out of, result from or be caused by that work.

PERMITTEE shall, no later than 30 days prior to the Event, provide the CITY with a certificate or other evidence of the required coverage. The certificate or other evidence of coverage shall provide a thirty (30) day written notice to the CITY in the event of cancellation or material changes in the coverage. Failure to abide by this provision will result in the prohibition of use of any independent contractor or other person or entity in connection with the event.

- (13) Indemnity. PERMITTEE covenants and agrees to indemnify, protect, defend and save the CITY, its officers and employees harmless from any claim, action or suit for any loss, liability and damages that may be asserted or levied against the premises or the CITY, its officers or employees, in whole or in part by reason of PERMITTEE'S acts or omissions, or by its use or occupancy of or its operations on the premises or by reason of any other person on the premises by contract, invitation or license, including any expenses, costs and attorney fees incurred in connection with any such claim, action or suit. In the event of any incident occurring on the premises resulting in any personal injury, including death,

to any person, PERMITTEE shall give notice to the CITY within twelve (12) hours after the occurrence thereof or after PERMITTEE learns of such occurrence.

The indemnity, defense and hold harmless requirements shall include and extend to bodily injury to any person or injury to any property of PERMITTEE, its employees and all persons on the premises by contract, invitation or consent.

All property kept, stored or maintained in the premises shall be so kept, stored or maintained at the risk of PERMITTEE only.

- (14) Right of Inspection and Access. The CITY may enter the premises at any time to examine, inspect and to do whatever the CITY may deem necessary or desirable to determine compliance with or to enforce the terms of the permit. Marquette police, fire and other enforcement personnel shall have unrestricted access to the premises at all times.
- (15) Compliance With Rules and Regulations. PERMITTEE shall abide by all laws, statutes, ordinances, governmental orders, rules and regulations which control or in any manner affect or relate to the use or occupancy of the premises, or operations conducted thereon.
- (16) Concessions. PERMITTEE or its designees shall be allowed to sell assorted food and beverage items and to run concession stands during the term of the Permit. PERMITTEE or its designee shall obtain all necessary licenses and/or permits from the appropriate state, county or city governmental authorities. All concessions will be closed by 10:00 p.m. each day. A copy of each license and/or permit obtained by PERMITTEE must be provided to the Parks & Recreation Department no later than 2 weeks prior to the event. PERMITTEE shall submit a list of all food concessionaires to the Fire Marshall's office one (1) week prior to the event. PERMITTEE shall notify and require the following of all food concessionaires:
  - (a) A fire extinguisher shall be provided in all tents and in all areas and enclosures used for cooking.
    - (i) The fire extinguisher shall be a 1A:20B: C type, a minimum of 5 pounds.
    - (ii) Proof that the fire extinguisher has been serviced within the last year is required.
    - (iii) The extinguisher shall be tagged with the date and service provider.
    - (iv) If the fire extinguisher was purchased within the last year, a sales slip must be provided.

(v) The unit shall be mounted on the center post of each tent, not more than five (5) feet of the ground and accessible for use in an emergency.

(b) All propane tanks used for cooking shall be secured so as to prevent tipping. The tanks shall be remote from congested areas.

(c) Only approved, heavy-duty extension cords shall be used and all electrical connections shall be protected.

If the vendor fails to comply with these requirements, they will not be permitted to participate in the event.

- ☐ (17) Alcoholic Beverages. PERMITTEE or its designee shall be allowed to sell and/or furnish beer and wine on the premises as follows:

---

PERMITTEE is solely responsible for obtaining all necessary licenses and permits in order to sell and/or furnish alcohol products. A copy of each license and/or permit obtained by PERMITTEE must be provided to the Parks & Recreation Department no later than 7 days prior to the event. Failure to abide by this provision will result in the prohibition of the sale, furnishing, giving, distribution or consumption of alcohol beverages at the event.

If an additional day is needed for the event due to inclement weather, the time for selling and/or furnishing beer and wine on the premises shall be from \_\_\_\_\_ a.m. / p.m. until \_\_\_\_\_ a.m. / p.m. on \_\_\_\_\_, 20\_\_\_. The sale, furnishing and consumption of alcoholic beverages is specifically conditioned upon PERMITTEE or its designee obtaining and maintaining the appropriate license or permit from the Michigan liquor control commission at all relevant times and on PERMITTEE or its designee obtaining and maintaining liquor liability insurance as required in this Permit.

- (18) Exclusive Use. PERMITTEE shall have the exclusive use of the premises during the term of this permit.
- ☐ (19) Admission. PERMITTEE may charge admission to the general public to enter premises. Entry shall not be denied to any individual based upon race, sex, age, creed, or national origin.
- (20) Police and Fire Protection. PERMITTEE shall fully reimburse the CITY at overtime and fringe benefit rates for all additional police and/or fire department officers who are assigned to the premises, or the vicinity thereof, because of the use or occupancy thereof by PERMITTEE.
- (21) Parking and Traffic. PERMITTEE shall prohibit all motor vehicles in or on the premises and shall cause all streets and alleys to be properly barricaded and



signed. All motor vehicles shall be operated only on established roads and parked in designated areas. All fire lanes and no parking zones shall be maintained during the event.

- (22) Health and Sanitation Facilities. PERMITTEE shall furnish and maintain a sufficient number of portable bathrooms and washing facilities, at PERMITTEE'S expense. This number shall be determined by the Marquette County Health Department. Each bank or group of portable restrooms shall have a minimum of one (1) barrier free/ADA compliant restroom. A bank or group consists of ten (10) or less portable restrooms.

- (23) Compliance with PERMITTEE'S Representations. PERMITTEE shall fully comply with all representations and promises set forth in its Application for Special Events Permit

- (24) Equipment and Services. The CITY agrees to have the following equipment and services available during the term of this Permit:

The Genie Boom will be available if prearranged by PERMITTEE at least 48 hours prior to the event.

- (25) Security. It shall be PERMITTEE'S sole responsibility to provide security throughout the term of the event. The Chief of Police or designee shall establish the number of security personnel whom PERMITTEE shall be required to have on the premises. The security shall be provided by a licensed and certified security agency, whose members shall be in identifiable uniforms.

- (26) Bleachers, Booths, Fencing and Tents. PERMITTEE shall be solely responsible for the construction and removal of any bleachers, booths, fencing, tents or structures used during the course of the event, except that CITY shall be responsible for booths located within the Arena.

- (27) Reimbursement of Other Costs. PERMITTEE shall reimburse the CITY for all cost relating to the use of barricades, fencing, bleachers and other facilities and equipment provided by the CITY. PERMITTEE, on behalf of the organization, agrees to reimburse the City of Marquette for its "out-of-pocket" expenses which includes but is not limited to overtime of City employees and trash disposal tipping fees at landfills. City staff is readily accessible to discuss out-of-pocket cost estimates and ways to reduce these costs. All City of Marquette invoices sent to organizations for reimbursement of out-of-pocket costs are due within thirty (30) days.

- (28) Tents. All tents or air supported structures used during the term of the permit shall comply with Section 31 of the Michigan Building Code and Section 24 of the International Fire Code. Material of all tents shall be of non-combustible material or flame resistant material conforming to NFPA 701, treated in an approved manner to render the material flame resistant. Appropriate

documentation must be presented to any Building Code Enforcement Officer, Fire Official or other Code Official upon request. A copy shall also be retained on the premises where the tent is located. The documentation must attest to the following information relative to the flame resistance of the fabric:

- (a) Name and address of the owners of the tent or air supported structure.
- (b) Date the fabric was last treated with flame resistant solution.
- (c) Trade name of kind of chemical used in treatment.
- (d) Name of person or firm treating the material.
- (e) Name of testing agency and test standard by which the fabric was treated.

If more than one tent or air supported structure is located on the premises a copy of all required documentation for each tent or structure shall be kept at a central location on the premises. The use of gasoline, gas, charcoal or any other cooking devices or any unapproved flame inside or within 20 feet of a tent or other air supported structure is strictly prohibited.

■ (29) Fire.

- (a) No open flames or explosives shall be permitted for decoration, display or use without permission from the Fire Department.
- (b) The use of paper or fabric for coverings or decoration shall not be permitted unless proof is submitted to the Fire Department that such materials are flame proof.
- (c) All seating capacity and room arrangements shall be approved by the Fire Department.
- (d) An access lane, a minimum of eighteen (18) feet wide, shall be maintained leading into and out of the event so that emergency vehicles can enter in case of an emergency.
- (e) Barricades or any type of obstruction which could impede or interfere with fire suppression forces shall not be erected.

■ (30) Music. PERMITTEE shall be solely responsible for obtaining the appropriate license to present any music covered by copyright, whether by live performance, recorded music or retransmission of radio and/or television broadcast. The PERMITTEE covenants and agrees to indemnify, protect, defend and save the CITY, its officers and employees harmless from any claim, action or suit or for any

loss, liability and damages that may be asserted or levied against the CITY, its officers or employees, based in whole or in part upon a claim of copyright infringement.

- (31) **Conditions/Requirements.** Additional conditions and requirements of this permit are as follows:

PERMITTEE and its vendors, if any, may be in the arena beginning at 8:00 a.m. on April 17, 2025 for set up. Additionally, PERMITTEE has until 11:00 p.m. on April 21, 2025 to remove all items and restore the condition of the arena.

- (32) **Cancellation or Modification.** It is understood and agreed that ten (10) days advance written notice of any cancellation, reduction and/or material changes in the proposed agenda will be provided to the Community Services Director, City of Marquette, 401 East Fair Avenue, Marquette, Michigan, 49855.
- (33) **Duplicate Original Copies.** This Permit is executed in triplicate original copies, two of which shall be retained by the CITY and one by PERMITTEE, each of which shall be deemed to be an original, but all of which shall be construed as one and the same document.
- (34) **Governing Law.** This Permit and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Michigan.
- (35) **Paragraph Headings.** The paragraph headings appearing in the Permit have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit or extend the scope or intent of the paragraphs to which they appertain.
- (36) **Entire Agreement.** This Permit represents the entire agreement of the parties and shall be deemed to be an integrated agreement containing all prior and contemporaneous oral and written agreement between the parties, and shall not be modified in any part, except in a writing signed by all parties.

IT SHALL BE THE RESPONSIBILITY OF THE PERMITTEE TO DESIGNATE A SPECIFIC LOCATION ON THE PREMISES AS ITS HEADQUARTERS AND TO HAVE AVAILABLE AT THAT LOCATION, AT ALL TIMES THE PREMISES ARE OPEN TO THE PUBLIC AND DURING SET UP OR CONSTRUCTION, AT LEAST ONE PERSON WHO HAS THE KNOWLEDGE AND AUTHORITY TO REPRESENT PERMITTEE CONCERNING ALL ACTIVITIES CONDUCTED UNDER THE TERMS OF THE PERMIT. FAILURE TO COMPLY WITH THIS SECTION OR ANY OTHER TERM OF THE PERMIT SHALL BE CAUSE FOR THE CITY MANAGER, CHIEF OF POLICE, FIRE CHIEF, OR DESIGNEE TO IMMEDIATELY REVOKE THIS SPECIAL EVENTS PERMIT AND TO REQUIRE PERMITTEE TO VACATE THE PREMISES.

The parties hereto have hereunto set their hands and seals the day and year first above written.

CITY OF MARQUETTE

KEWEENAW BAY  
INDIAN COMMUNITY

\_\_\_\_\_  
Jessica Hanley, Mayor

\_\_\_\_\_  
By: *Robert Curtis*  
Its: *PRESIDENT*

\_\_\_\_\_  
Kyle Whitney, City Clerk

\_\_\_\_\_  
By:  
Its:

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)

11/7/2024

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 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).

<b>PRODUCER</b> M3 Insurance Solutions, Inc. 828 John Nolen Drive Madison WI 53713	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 800-272-2443 <b>FAX (A/C, No):</b> 608-273-1725 <b>E-MAIL ADDRESS:</b> info@m3ins.com <b>PRODUCER CUSTOMER ID #:</b> KEWEBAY-01														
<b>INSURED</b> Keweenaw Bay Indian Community 16429 Beartown Road Baraga MI 49908	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : AMERIND Risk Managment Corpora</td><td></td></tr><tr><td>INSURER B :</td><td></td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : AMERIND Risk Managment Corpora		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

**COVERAGES****CERTIFICATE NUMBER:** 1270856077**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 INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	TG00000252-05	10/1/2024	10/1/2025	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 0</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	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	\$ 2,000,000		\$
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	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A					<table><tr><td>WC STATU-TORY LIMITS</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr></table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$						
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E.L. DISEASE - POLICY LIMIT	\$																			

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

City of Marquette is an Additional Insured on a primary and non-contributory basis with respect to General Liability when required by written contract.

RE: KBIC Lake Superior Band of Ojibwe Spring Contest Powwow on April 18-20

**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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ACORD 25 (2009/09)

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**City of Marquette, MI**

300 West Baraga Avenue  
Marquette, MI 49855

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**Agenda Date: 3/31/2025**

**Consent Agenda - Roll Call Vote**

**Marquette Beautification and Restoration Committee, Inc. Petunia Pandemonium Project**

**BACKGROUND:**

The Marquette Beautification and Restoration Committee, Inc. is a well-respected leader within our community and a vital, long-standing partner with the City. For many years the City has designated the committee as an authorized volunteer for the purpose of planting flowers during the Petunia Pandemonium and removal of the flowers in the fall.

The Michigan Department of Transportation (MDOT) approved the attached permit allowing the activities described in the permit for the purpose of carrying out the Petunia Pandemonium Project.

**FISCAL EFFECT:**

None by this action.

**RECOMMENDATION:**

Approve and designate the Marquette Beautification and Restoration Committee, Inc. as the City's authorized volunteer for the purpose of carrying out the activities of the Petunia Pandemonium Project as allowed by the MDOT permit.

**ALTERNATIVES:**

As determined by the Commission.

**ATTACHMENTS:**

Description

- ▣ MDOT Permit



**INDIVIDUAL CONSTRUCTION PERMIT**  
**For Operations within State Highway Right-of-Way**

**Issued To:**  
**CITY OF MARQUETTE**

**300 W BARAGA AVE**  
**MARQUETTE MI 49855-4712**

**Contact:**  
**SCOTT CAMBENSY**  
**906-228-0444(O)**  
**SCAMBENSY@MARQUETTEMI.GOV**

**Permit Number:** 52042-108873-25-031025  
**Permit Type:** Individual Application  
**Permit Fee:**  
**Effective Date:** Mar 10, 2025 to Mar 10, 2026  
**Bond Numbers:**  
**Liability Insurance Expiration Date:**

**THIS PERMIT IS VALID ONLY FOR THE FOLLOWING PROPOSED OPERATIONS:**

**PURPOSE:**

Petunia Pandemonium Project - Clean-up and preparation of the project area for the planting of flowers; planting maintenance of flowers and general clean-up of project area. Outside lane closures on Friday, June 6th and Saturday, June 7th. Work will be between Front St / US 41 round-a-bout to Furnace St.

**STATE ROUTE:** US-41      **CITY OF:** Marquette      **COUNTY:** Marquette County

<b>NEAREST INTERSECTION:</b>	<b>SIDE OF ROAD:</b>	<b>DISTANCE TO NEAREST INTERSECTION:</b>	<b>(in feet)</b>	<b>DIRECTION TO NEAREST INTERSECTION:</b>
M-28	E W	0.00		North

<b>CONTROL SECTION:</b>	<b>MILE POINT FROM:</b>	<b>MILE POINT TO:</b>	<b>LOCATION:</b>			
			LEFT	MEDIAN	RIGHT	TRANSVERSE
52042	3.190	4.300	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**REQUISITION NUMBER:**      **WORK ORDER NUMBER:**      **MDOT JOB NUMBER:**      **ORG JOB NUMBER:**

52042-108873-25-031025 Issued To: CITY OF MARQUETTE

**This permit is incomplete without "General Conditions and Supplemental Specifications"**

**I certify that I accept the following:**

1. I am the legal owner of this property or facility, the owner's authorized representative, or have statutory authority to work within state highway Right-of-Way.
2. Commencement of work set forth in the permit application constitutes acceptance of the permit as issued.
3. Failure to object, **within ten (10) days** to the permit as issued constitutes acceptance of the permit as issued.
4. If this permit is accepted by either of the above methods, I will comply with the provisions of the permit.
5. I agree that Advance Notice for Permitted Activities for shall be submitted **5 days prior** to the commencement of the proposed work.

I agree that Advance Notice for Permitted Utility Tree Trimming and Tree Removal Activities shall be submitted **15 days prior** to the commencement of the proposed work for an annual permit.

## CAUTION

**Work shall NOT begin until the Advance Notice has been approved.  
Failure to submit the advance notice may result in a Stop Work Order.**

CITY OF MARQUETTE

Benjamin Carrigan  
MDOT

March 10, 2025  
Approved Date

TSC Contact Info

Ishpeming TSC

(906) 485-4270

**THE STANDARD ATTACHMENTS, ATTACHMENTS AND SPECIAL CONDITIONS MARKED BELOW ARE A PART OF THIS PERMIT.**

**STANDARD ATTACHMENTS:**

- 1 Mobility Flowchart for Permit Activities (2204C)
- 2 Historical and Archaeological Discoveries During Construction Operations Updated 03/22 (Const. Advisory H
- 3 General Conditions (General Conditions)

**ADDITIONAL ATTACHMENTS:**

- 1 LaneClosureMultiLaneUnDividedSection Front Street (1) (1) (1).pdf
- 2 L D and B Valuesm0020a (1) (1) (1).pdf
- 3 Worker Visibility Clothing RequirementMDOT CA 2009-08 287335 7 (2) (1) (1) (1)
- 4 Marquette City 01.10.22 (4).pdf
- 5 Petunia Pandemonium Project Map (3).pdf

**52042-108873-25-031025 Issued To:CITY OF MARQUETTE**

**AMENDMENT ATTACHMENTS:**

**SPECIAL CONDITIONS:**

- 1 The Department of Transportation does not, by issuance of this permit, assume any liability claims or maintenance costs resulting from the activity or facility placed by this permit. The Department reserves the right to require removal of all or any portion of this facility as needed for highway maintenance or construction purposes without replacement or reimbursement of any costs incurred by the permitted or other party. The permitted will defend, indemnify and hold harmless the Department for any claims whatsoever resulting from the construction or the removal of the authorized by this permit.
- 2 Attention is directed to the referenced "attachments" that specify several items of importance associated with this MDOT permit.

## City of Marquette, MI

300 West Baraga Avenue  
Marquette, MI 49855

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**Agenda Date:** 3/31/2025

### **Consent Agenda - Roll Call Vote** **MQT Bike Rentals Lease Agreement**

#### **BACKGROUND:**

In May of 2022, SpinwayMQT, LLC entered into a three-year lease agreement with the City Commission and the Marquette Downtown Development Authority (DDA) allowing the company to operate an automated rental vending terminal for non-motorized bicycles on a 10-foot by 24-foot section of property located in the greenspace between the Lakeshore Parking Lot and the Iron Ore Heritage Trail.

The following year, this lease agreement was transferred, with City Commission and DDA consent, to MQT Bike Rentals, L.L.C.

DDA staff has been in discussion with MQT Bike Rentals, L.L.C. about future plans, and reached agreement on a new two-year lease agreement for the aforementioned property. This agreement was approved at the DDA's February 13 meeting.

The City Charter requires all lease agreements to have two reads. This is the second read of this item.

#### **FISCAL EFFECT:**

None by this action.

#### **RECOMMENDATION:**

Approve the lease agreement with MQT Bike Rentals, L.L.C., and authorize the Mayor and Clerk to sign the agreement.

#### **ALTERNATIVES:**

As determined by the Commission.

#### **ATTACHMENTS:**

Description

- ▣ Bike Rental Lease 2025



## LEASE AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2025, by and between **THE MARQUETTE DOWNTOWN DEVELOPMENT AUTHORITY**, an authority of the City of Marquette, of 337 W. Washington Street, Marquette, Michigan 49855, hereinafter “LESSOR” and **MQT BIKE RENTALS, L.L.C.**, a Michigan limited liability company, with a mailing address of 607 N. Third St., Marquette, Michigan 49855, hereinafter “LESSEE”.

### Recitals

- A. The City of Marquette, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, Michigan 49855 is the owner of the real property located at 245 S. Lakeshore Boulevard in the City of Marquette. The Lessor manages the real property located at said address.
- B. Lessee desires to lease and Lessor is willing to lease to Lessee a 10 foot x 24 foot section of the property located in the greenspace between the Lakeshore Parking Lot and the Iron Ore Heritage Trail as shown in Exhibit “A” located on Lessor’s managed property 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”, hereinafter “PREMISES”.

**2. Term of Lease**

This lease shall run from May 1, 2025 through April 30, 2027.

**3. Rent**

The rent shall be \$500.00 annually for the lease term. Payment shall be made to Lessor by May 31, 2025 and May 31 annually thereafter for the duration of the term.

**4. Use of Premises**

- 4.1 Lessee shall use the premises only for installation and operation of an Automated Bicycle Rental Vending Terminal. Bicycles shall be non-motorized.
- 4.2 The Automated Bicycle Rental Vending Terminal shall only be installed and operational between May 1 and October 31 annually throughout the duration of the term.
- 4.3 Minor grading and installation of an aggregate base and sono-tube for rack anchorage are permitted at the Lessee’s sole expense and maintenance responsibility.

- 4.4 Prior to installation of the Automated Bicycle Rental Vending Terminal, Lessee will meet with MDDA employees to discuss logistics for the use of the Premises.
- 4.5 Lessee shall not use the Premises for any purpose that would:
- a) be deemed hazardous to the public or adjoining premises including, but not necessarily limited to, fire, and environment type hazards;
  - b) constitute a violation of any public law or requirement;
  - c) cause damage or injury to the Premises, or any part of it (ordinary wear and tear excepted);
  - d) constitute a public or private nuisance;
  - e) interfere with other uses of the Premises;
  - f) permit refuse to accumulate in or around leasehold; or
  - g) prohibit or restrict public access through the premises.
- 5. Use of Public Areas by Lessee**  
Lessee and its invitees shall have the right to use all public areas, subject however to all rules and regulations regarding these areas. Lessee and its invitees shall only use the designated area as shown on Exhibit A. Lessee is permitted to display the signage connected to the Bicycle Rental Vending Terminal, as shown in Exhibit B. This signage is considered as an exception to the sign standards for the parcel as stated within the City of Marquette Land Development Code because it is on the leased property as defined herein.
- 6. Non-exclusive Use of Premises**  
Lessee acknowledges that its use of the Premises is not exclusive, and that Lessee and its invitees shall have the right in common with Lessor, its invitees, and others to use the Premises.
- 7. Maintenance and Repair**  
7.1 Lessee shall be solely responsible for the maintenance and repair of the Automated Bicycle Rental Vending Terminal and all of Lessee's tangible personal property located or used on the Premises and shall keep them in a safe condition and good repair.
- 8. Insurance and Indemnity**  
8.1 Lessee shall not permit any activity on the Premises which would invalidate or be in conflict with Lessor's insurance policies covering the Premises.
- 8.2 Lessee shall not permit any activity on the Premises which would cause Lessor's rate for the insurance described herein to be increased.
- 8.3 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.
- 8.4 Lessee, at its sole expense, shall maintain liability insurance protecting and insuring Lessee, Lessor, and the City of Marquette from all claims for injury or damage to persons

or property arising out of the use of the Premises by Lessee, its employees, agents, invitees, and licensees. The amount of the insurance shall not be less than One million and 00/100 Dollars (\$1,000,000.00) per occurrence for accident, bodily injury, or death and not less than Three Hundred Thousand and 00/100 Dollars (\$300,000.00) for property damage. Lessee shall at all times provide Lessor with a current 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 and the City of Marquette shall be named as additional insured on all insurance policies required by this lease.

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

**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 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**

Lessor and the City of Marquette reserves for themselves and their contractors and agents the right to enter the Premises at reasonable times for the purpose of inspecting, maintaining, installation, operation and repair services of the Premises or adjacent real property.

**11. Covenant of Quiet Enjoyment**

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

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

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 obligation incurred together with legal fees and costs.

**13. Default by Lessee**

- 13.1 If the Lessee fails to perform any obligation under this agreement within 30 days after receiving written notice of the default from the Lessor, the Lessor may terminate this lease.
- 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 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 by law or in equity pursuant to the laws of the State of Michigan.

**14. Surrender of Leasehold Upon Termination of Lease**

If upon termination of the lease, Lessee has failed to remove its Automated Bicycle Rental Vending Terminal and returned the property to its original condition, 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 and returning the property to its original condition shall be the financial responsibility of Lessee.

**15. Option to Renew**

The Lessor and Lessee each have the right to terminate this agreement at any time and for any reason by providing written notice to the other at least 60 days prior to May 1 of each year of this agreement. Upon such notice of termination MQT BIKE RENTALS, L.L.C. will immediately cease to use the Premises.

**16. Future Expansion**

Any expansion of additional Automated Bicycle Rental Vending Terminals on real property owned by the City of Marquette shall require negotiation between the City of Marquette, the Lessee and the Lessor, if said property is located within the boundaries of the Downtown Development Authority District.

**17. Miscellaneous**

- 17.1 This agreement shall be binding on the parties and inure to the benefit of the Lessor, the Lessee, and the City of Marquette and their respective successors and assigns.
- 17.2 This agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
- 17.3 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 any party except to the extent incorporated herein.



- 17.4 Any modification of this agreement or additional obligations assumed by any 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.
- 17.5 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.
- 17.6 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.
- 17.7 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

OWNER  
CITY OF MARQUETTE

\_\_\_\_\_  
Jessica Hanley, Mayor

\_\_\_\_\_  
Kyle Whitney, City Clerk

Approved as to Substance:

\_\_\_\_\_  
Karen M. Kovacs, City Manager

Approved as to Form:

\_\_\_\_\_  
Suzanne C. Larsen, City Attorney

LESSOR  
MARQUETTE DOWNTOWN  
DEVELOPMENT AUTHORITY

  
\_\_\_\_\_  
Ryan Stern, DDA Board Chairperson

LESSEE  
MQT BIKE RENTALS L.L.C.

  
\_\_\_\_\_  
Tom Fure

Its: \_\_\_\_\_



EXHIBIT A





EXHIBIT B





## City of Marquette, MI

300 West Baraga Avenue  
Marquette, MI 49855

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**Agenda Date:** 3/31/2025

### **Consent Agenda - Roll Call Vote**

#### **MQTS, INC. Roller Derby Storage Space Lease Agreement**

##### **BACKGROUND:**

The new roller derby group, MQTS, INC., has requested the City Commission consider leasing storage space at Lakeview Arena for storage of equipment and supplies used for practices and bouts. Staff has worked with the City Attorney and MQTS to draft a standard lease agreement which provides the terms and conditions of the request. Storage space is rented at an annual rate of \$7.00 per square foot, making the monthly payment for this lease \$58.33. The term of the lease is April 15, 2025 to April 14, 2027.

The City Charter requires all lease agreements to have two reads. This is the first read of this lease.

##### **FISCAL EFFECT:**

The Lakeview Arena fund will receive \$700.00 for Fiscal Year 2025 with the approval.

##### **RECOMMENDATION:**

Move the lease agreement with MQTS, INC. for storage space at Lakeview Arena to the next regular meeting.

##### **ALTERNATIVES:**

As determined by the Commission.

##### **ATTACHMENTS:**

Description

- ▣ Lease, Exhibit A and Insurance

## LEASE AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between **THE CITY OF MARQUETTE**, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, MI 49855, hereinafter “LESSOR”, and **MQTS, INC.**, a Michigan Corporation of P.O. Box 276, 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 storage space as shown in Exhibit “A” located in Lakeview Arena’s Russell 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 the Russell 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 be for a period of three (3) years beginning April 15, 2025 and ending April 14, 2027.

### **3. Rent**

- 3.1 Annual rent shall be SEVEN AND 00/100 DOLLARS (\$7.00) per square foot (100 square feet). Rental amount is subject to increases based on increases in the City fee schedule as approved by the City Commission, not to exceed twenty percent (20%) of the previous year’s rental rate. Lessee will be notified of any increase in the monthly rental amount no later than 30 days prior to the date the rental increase will begin.
- 3.2 Lessee shall pay FIFTY EIGHT AND 33/100 DOLLARS (\$58.33) monthly due in advance on the first day of each month.

### **4. Use of Leasehold Premises**

- 4.1 Lessee shall use the leasehold premises only for 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 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 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.

## **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 licenses, the damage shall be repaired by Lessor and 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

CITY OF MARQUETTE

MQTS, INC.

\_\_\_\_\_  
Jessica Hanley, Mayor

\_\_\_\_\_  
By: *Sonia D. Stucke*  
Its: TREASURER

\_\_\_\_\_  
Kyle Whitney, Clerk

Approved as to Substance:

\_\_\_\_\_  
Karen M. Kovacs, Manager

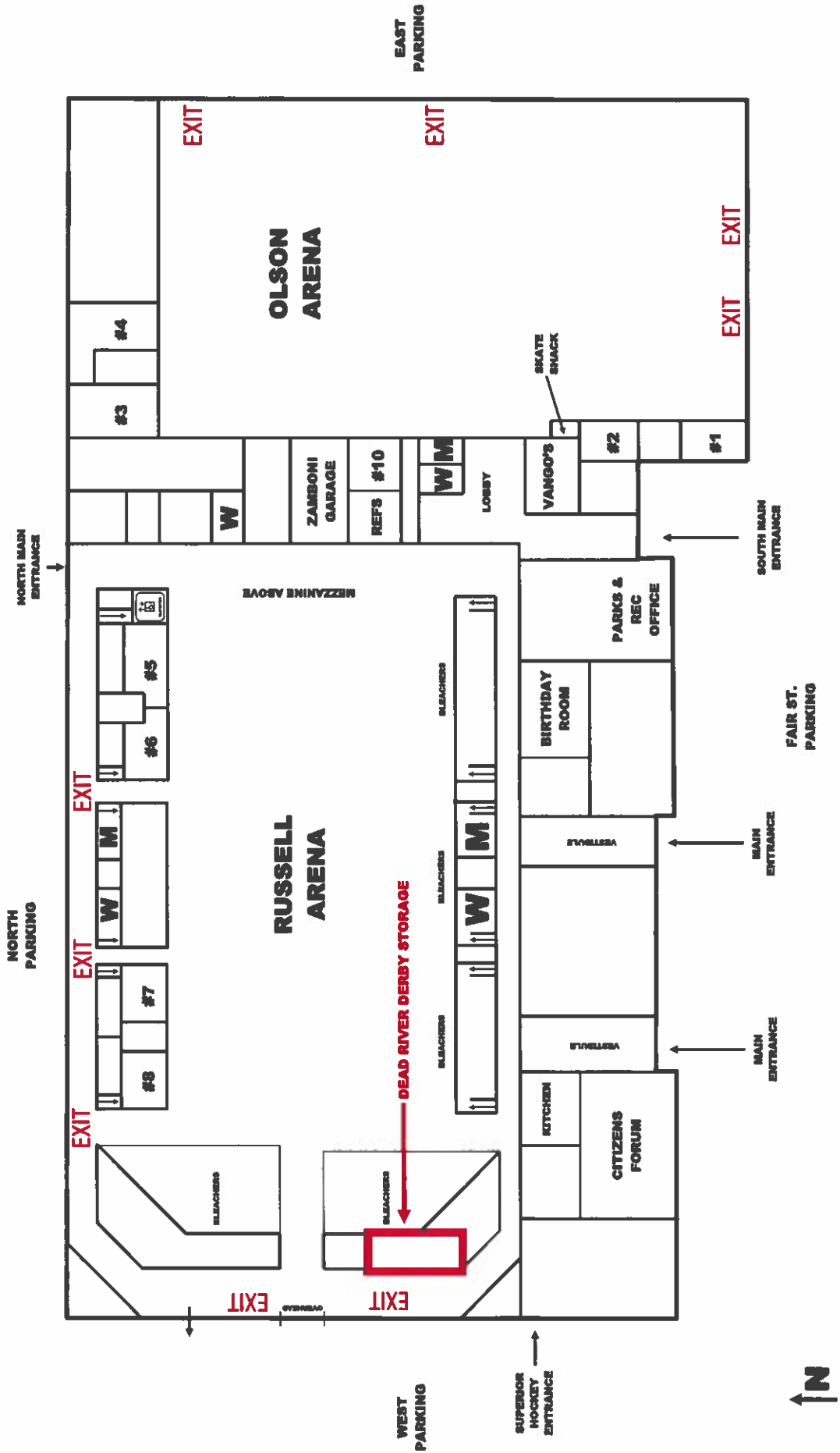
Approved as to Form:

\_\_\_\_\_  
Suzanne C. Larsen, Attorney



# LAKEVIEW ARENA

## EXHIBIT A





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/20/2025

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).

<b>PRODUCER</b> American Specialty Insurance & Risk Services, Inc. dba American Specialty Insurance & Risk Services Agency 7609 W. Jefferson Blvd., Suite 100 Fort Wayne IN 46804		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b>		<b>FAX (A/C, No):</b>
<b>INSURED</b> Women's Flat Track Derby Association; Women's Flat Track Derby, Inc. 1935 West 4700 South #212 Salt Lake City UT 84129		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Arch Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		<b>NAIC #</b> 11150

**COVERAGES****CERTIFICATE NUMBER:** 1002315856**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.

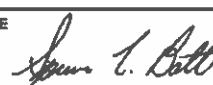
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: EVENT	Y	Y	SSCGL0014407	12/31/2024	12/31/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			SSFXS0010107	12/31/2024	12/31/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$

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

- Coverage applies to the following Member League: MARQUETTE ROLLER DERBY, MARQUETTE, MI 49855.

- Who is an Insured includes WFTDA Officials and Registered Member Leagues/Teams who have enrolled in the insurance program; and managers, coaches/officials, and members of registered Member Leagues/Teams who have enrolled in the insurance program, but only while acting in their capacity as such and only with respect to scheduled activities.

**CERTIFICATE HOLDER****CANCELLATION**

City of Marquette  300 W Baraga Ave  Marquette MI 49855	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
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ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

<b>AGENCY</b> American Specialty Insurance & Risk Services, Inc.		<b>NAMED INSURED</b> Women's Flat Track Derby Association; Women's Flat Track Derby, Inc.
<b>POLICY NUMBER</b> SSCGL0014407		1935 West 4700 South #212
<b>CARRIER</b> Arch Insurance Company	<b>NAIC CODE</b> 11150	Salt Lake City, UT 84129
		<b>EFFECTIVE DATE:</b> 12/31/2024

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** ACORD 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE - Certificate #1002315856

- Who is an Insured also includes validly-registered athletes participating in events sanctioned by WFTDA; and WFTDA Member Leagues/Teams who have enrolled in the insurance program as regards their participation in USA Roller Sports (USARS) sanctioned roller derby activities but only with respect to those activities directly related to their affiliation with WFTDA.

- Blanket accident coverage is provided by Mutual of Omaha Insurance Company policy #SR2014UT-P-051784. Policy effective date: December 31, 2024 / Policy expiration date: December 31, 2025. Excess Accident Medical Expense Benefit: \$10,000. Deductible: \$2,500 per Injury for players with primary medical insurance, \$7,500 per Injury for players without primary medical insurance. Accidental Death & Specific Loss Principal Sum: \$5,000.

- The Certificate Holder shall be an Additional Insured, but only with respect to the operations of the Named Insured, and subject to the provisions and limitations of Form CG 2026 Additional Insured - Designated Person or Organization, effective January 20, 2025.

- The General Liability policy is primary and non-contributory as per Form CG 2001 Primary and Noncontributory - Other Insurance Condition. This only applies where required by contract or agreement.

- The General Liability policy includes Waiver of Subrogation as per Form CG 2404 Waiver of Transfer of Rights of Recovery Against Others to Us. This only applies where required by contract or agreement.

**City of Marquette, MI**

300 West Baraga Avenue  
Marquette, MI 49855

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**Agenda Date:** 3/31/2025

**Consent Agenda - Roll Call Vote**

**Ordinance 25-02: Overnight Occupation of Public Property**

**BACKGROUND:**

Staff is recommending an ordinance, the draft of which is attached, in order to establish clear limitations on the overnight occupation of public property.

Per City Charter, an ordinance cannot be adopted at the meeting at which it is introduced. This ordinance will appear at a future meeting for final consideration.

**FISCAL EFFECT:**

None.

**RECOMMENDATION:**

Move Ordinance #25-02 to the next regular meeting agenda for consideration.

**ALTERNATIVES:**

As determined by the Commission.

**ATTACHMENTS:**

Description

- ▣ Ord 25-02 - Draft

**ORDINANCE #25-02**  
**AN ORDINANCE TO AMEND MARQUETTE CITY CODE**  
**CHAPTER 22, ARTICLE II, REGARDING OVERNIGHT**  
**OCCUPATION OF PUBLIC PROPERTY**

**INTENT**

The purpose of this ordinance is to amend Article II (Nuisances) of Chapter 22 (Environment) of the Marquette City Code in order to add a new section related to the overnight occupation of public property.

**The City of Marquette Ordains:**

**SECTION 1. That Section 22-35 be hereby adopted, to read as follows:**

Sec. 22-35. Prohibition of Unauthorized Occupation of City Property.

- (a) It shall be unlawful for any person to occupy city-owned or city-controlled property overnight, except as expressly permitted by the city. Except as permitted, it shall be unlawful for any person to camp on city-owned or city-controlled property, using camping facilities – including but not limited to tents, huts, or temporary shelters – or using camping paraphernalia – including but not limited to cots, beds, sleeping bags, hammocks, tarps, or similar items.
- (b) It shall be unlawful for any person to sleep overnight in a vehicle – including but not limited to vans, cars, campers, or recreational vehicles – on any city-owned or city-controlled property, unless expressly permitted by posted signage or other city authorization.
- (c) The prohibitions laid out in this section apply to city-owned and city-controlled properties. These properties include, but are not limited to:
  - (1) Streets
  - (2) Parks
  - (3) Sidewalks
  - (4) Alleyways
  - (5) Public easements
  - (6) Public rights-of-way
  - (7) Public parking lots
  - (8) Public areas, whether improved or unimproved
  - (9) Public bike paths or trails
  - (10) Any forested or natural area under city jurisdiction
- (d) If any person in violation of this ordinance refuses to vacate the public property or remove their items after being directed to do so by law enforcement, the City Police Department is authorized to remove such individuals and dispose of any tents, shelters, or related paraphernalia in violation.
- (e) Any person violating this section is responsible for a municipal civil infraction. Additionally, such person may be deemed to be creating a public nuisance, and the

city may pursue additional actions to abate the nuisance, including but not limited to removal of the individual from city-owned or city-controlled property.

**SECTION 2. 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: \_\_\_\_\_



## City of Marquette, MI

300 West Baraga Avenue  
Marquette, MI 49855

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**Agenda Date:** 3/31/2025

### **Consent Agenda - Roll Call Vote**

#### **Resolution to Approve the Addition of Michigan Cooperative Liquid Assets Securities System as an Approved Investment Option - Roll Call Vote**

##### **BACKGROUND:**

Wells Fargo Advisors recently informed the CFO that they have made the decision to discontinue servicing accounts for Municipal Governments. The City holds two investment accounts with Wells Fargo and will need to transfer those investments to another financial service.

Michigan CLASS is a PA 20 compliant investment service that is capable of receiving and administering these investments. However, Michigan CLASS is currently not on the City's list of designated investment brokers.

##### **FISCAL EFFECT:**

Transferring these accounts allows the funds to be securely invested and protected from involuntary liquidation by Wells Fargo.

##### **RECOMMENDATION:**

Adopt the attached Resolution to add Michigan CLASS as an approved investment option, and authorize the Mayor and Clerk to sign the Resolution.

##### **ALTERNATIVES:**

As determined by the Commission.

##### **ATTACHMENTS:**

Description

- ▣ Resolution to Add MiCLASS to Approved Depositories



## **Resolution to Approve the Addition of Michigan Cooperative Liquid Assets Securities System as an Approved Investment Option**

**WHEREAS**, the Michigan Cooperative Liquid Assets Securities System (Michigan CLASS) is compliant with Public Act 20; and

**WHEREAS**, the Michigan CLASS Board of Trustees oversees the pool and directs the pool administrator, Public Trust Advisors, to emphasize safety, liquidity, and convenience while providing diversification of investments and the advantage of a competitive return; and

**WHEREAS**, Michigan CLASS investments are fully compliant with all appropriate Michigan investment laws; and

**WHEREAS**, Michigan CLASS has over 900 funded participants ranging from the very large to the very small, with nearly \$5.6 billion in shares outstanding; and

**WHEREAS**, this investment has no restrictions regarding withdrawals or contributions, affording the city the ability to use Michigan CLASS as it best suits our individual needs

**NOW, THEREFORE, BE IT RESOLVED** that the City of Marquette approves the Michigan CLASS Investment Pool as an authorized Investment institution, authorizes the CFO to complete the necessary paperwork to enroll in the pool, and approves the addition of Michigan CLASS to the Investment Policy.

Duly adopted by the Marquette City Commission on this \_\_\_\_ day of \_\_\_\_\_, 2025.

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Jessica Hanley, Mayor

Certified to be a true copy on this \_\_\_\_ day of \_\_\_\_\_, 2025.

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Kyle Whitney, City Clerk