

City of Marquette, MI



Meeting Agenda City Commission

**Tuesday, October 14, 2025
6:00 PM
Commission Chambers**

300 West Baraga Ave
Marquette, Michigan 49855

Call to Order, Pledge of Allegiance and Roll Call

Approval of the Agenda

Announcements

Boards and Committees

1. Appointment(s)

Nicolaas Vermaat to the Planning Commission for an unexpired term ending 02-15-28

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

Presentation(s)

2. Higashiomi Sister City Gift Presentation, by Associate Planner for Delegate Visit Bill Brazier

3. Consent Agenda

- 3.a.** Approve the minutes of the September 29, 2025 regular Commission meeting
- 3.b.** Approve the total bills payable in the amount of \$1,083,729.03 which excludes \$2,620.07 in City Commission travel reimbursement, this reimbursement will be New Business items 4-8
- 3.c.** Arbor Day Proclamation
- 3.d.** Peg Hirvonen Bandshell - Professional Services Change Order
- 3.e.** Biogas Conditioning Skid Media and Testing
- 3.f.** Co-Generation Maintenance Services
- 3.g.** Marquette Area Public Schools - Locker Room Lease
- 3.h.** Marquette Junior Hockey Corporation - Concession Lease Agreement
- 3.i.** Peg Hirvonen Bandshell - Construction Contract Change Order
- 3.j.** Purchase of Belt Press Polymer
- 3.k.** Sale of Surplus Equipment
- 3.l.** Schedule Public Hearing: CDBG Closeout

3.m. Utilization of State Bid for Annual Salt Purchase

New Business

4. Mayor Hanley and Mayor Pro-tem Schloegel Travel Reimbursement
5. Commissioner Gottlieb Travel Reimbursement
6. Commissioner Larson Travel Reimbursement
7. Commissioner Mayer Travel Reimbursement
8. Commissioner Ottaway Travel Reimbursement

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

Comments from the Commission

Comments from the City Manager

Adjournment

Kyle Whitney, City Clerk

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

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 10/14/2025

Consent Agenda

Approve the minutes of the September 29, 2025 regular Commission meeting

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ 09-29-25 Meeting Minutes



City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Meeting Minutes City Commission

Monday, September 29, 2025
6:00 PM
Commission Chambers

Call to Order, Pledge of Allegiance and Roll Call

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

Absent: Mayer

Commissioner Schloegel moved to excuse the absence of Commissioner Mayer for personal reasons, seconded by Commissioner Davis and Carried Unanimously.

Approval of the Agenda

Commissioner Cary Gottlieb moved to Approve the agenda as present, seconded by Commissioner Michael Larson and Carried Unanimously.

Announcements

The Mayor had no announcements.

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

Barb Owdziej spoke on the Brownfield Plan amendment for the old Marquette General Hospital redevelopment project.

Iris Katers spoke on the proposed Freedom Monument.

Presentation(s)

1. Senior Services Update, by Senior Services Manager Maureen McFadden

Senior Services Manager Maureen McFadden delivered an annual report to the Commission, detailing the progress and impact of aging services over the past year. She reaffirmed the Senior Services purpose, while also spotlighting a wide array of achievements.

Following her presentation, the floor was opened for questions and dialogue among the commissioners. A key concern raised was the growing demand for a larger senior center to adequately serve the increasing needs of the community. Overall, there was a strong sense of pride among the commissioners regarding the city's

senior services. They commended the dedication of Maureen and her staff and the meaningful support it continues to provide to older residents throughout the community.

2. Senior Services Recognition - Barb Susorney

The Mayor recognized city resident Barb Susorney for her dedicated service to the community, highlighting her years of volunteer work at the senior center and her assistance to participants needing help with tax preparation.

3. Michigan AWWA - Best Tasting Water Award, by Director of Public Works Scott Cambensy

Public Works Director Scott Cambensy unveiled the trophy for Michigan's 2025 Best Tasting Water. The winner was decided by the Michigan Section of the American Water Works Association. In recognition of this achievement, the Commission joined in a ceremonial toast.

Public Hearing(s)

4. Budget and General Appropriations Act - Fiscal Year 2026 - Roll Call Vote

City Manager Kovacs provide a high-level overview of the proposed budget. Following her presentation the public hearing was opened; there was no public comment.

Commissioner Jerney Ottaway moved to Approve the attached resolution, adopting the Fiscal Year 2026 Budget and General Appropriations Act, seconded by Commissioner Sally Davis and Carried Unanimously by Roll Call Vote.

5. Former Marquette General Hospital Brownfield Plan Amendment - Roll Call Vote

During the public hearing, Mark Paupore, a representative of Veridea Group, announced the company's plans to invest approximately \$200 million into the development of a 7-acre site. He emphasized that the project will feature a substantial residential component, include a senior living facility, and incorporate a community park.

Following the public hearing, Commission Cary Gottlieb moved to adopt the resolution approving the Former Marquette General Hospital Redevelopment Brownfield Plan amendment and direct the City Manager to prepare a development agreement that includes at 15-year period for private TIF reimbursements for review at a subsequent meeting, seconded by Mayor Pro Tem Paul Schloegel.

The mayor highlighted the increase investment that will be made by amending the Brownfield Plan to allow for integrated parking rather than surface parking, in return increasing the taxable value.

Then Commission then voted on the motion. The motion Carried Unanimously by

Roll Call Vote.

6. Rezoning of 480 River Park Circle - Roll Call Vote

There was no public comment during the public hearing.

Commissioner Michael Larson moved to adopt Ordinance 25-12 to rezone the property at 490 River Park Circle to Industrial - Manufacturing, seconded by Commissioner Sally Davis and Carried Unanimously by Roll Call Vote.

7. Consent Agenda

Commissioner Cary Gottlieb moved to Approve the consent agenda as presented, seconded by Commissioner Jerney Ottaway and Carried Unanimously.

7.a. Approve the minutes of the September 8, 2025 work session

7.b. Approve the minutes of the September 8, 2025 regular Commission meeting

7.c. Approve the total bills payable in the amount of \$12,143,419.75

7.d. 2025 Fire Prevention Week Proclamation

7.e. Budget Adjustment - Fiscal Year End 2025

7.f. Lakeview Arena HVAC Rooftop Unit Replacement

7.g. License to Use City Property adjacent to 1401 Presque Isle Avenue

7.h. Marquette Area Public Schools - Ice Contract

7.i. Marquette Area Public Schools - Locker Room Lease

7.j. Marquette Figure Skating Club - Ice Contract

7.k. Marquette Junior Hockey Corporation - Concession Lease Agreement

7.l. Marquette Junior Hockey Corporation - Ice Contract

7.m. Police Labor Agreement

7.n. Public Art - Freedom Monument

7.o. Schedule Public Hearing: Conditional Rezoning Request for 1700 Division Street

7.p. Water and Wastewater Treatment Chemicals BP25-07

New Business

8. Solid Waste Collection Parking Resolution -Roll Call Vote

Commissioner Michael Larson moved to approve the parking resolution implementing parking restrictions associated with curbside residential collection services, seconded by Commissioner Cary Gottlieb.

The floor was then opened for discussion by the commission and comments by staff. Discussion surrounded the solid waste collection agreement with Waste Management, the logistics of implementation and recognition of the adjustments the community will have to make.

The Commission then voted on the motion. The motion Carried Unanimously by Roll Call Vote.

9. City of Marquette Fiscal Years 2026-28 Strategic Plan - Roll Call Vote

Commissioner Sally Davis moved to Approve the City of Marquette Strategic Plan for Fiscal Years 2026-28 and adopt the Strategic Plan Resolution as presented, seconded by Commissioner Michael Larson and Carried Unanimously by Roll Call Vote.

10. City Attorney Evaluation

Commissioner Jerney Ottaway moved to Approve the City Manager's annual performance evaluation and amend the contract to reflect a 5% salary increase and term extension to September 30 2028, seconded by Mayor Pro Tem Paul Schloegel and Carried Unanimously.

11. City Manager Evaluation

Mayor Pro Tem Paul Schloegel moved to Approve the City Manager's annual performance evaluation and amend the contract to reflect a 5% salary increase, term extension to September 30, 2028, and a modified severance clause, seconded by Commissioner Jerney Ottaway and Carried Unanimously.

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

There was no public comment.

Comments from the Commission

Commissioner Schloegel reflected on his attendance at the Michigan Municipal League conference, which showcased best practices, topics of interest and potential opportunities. He noted that Marquette was frequently acknowledged by other communities for its community driven projects, citing it as one of the many reasons he is proud to call Marquette home.

Commissioner Ottaway expressed gratitude for the many residents who had contacted him with a range of questions and concerns, emphasizing his appreciation for the community's ongoing engagement. He encouraged the public to continue sharing

their input. Ottaway also voiced optimism that newly implemented parking restrictions would lead to improvements in garbage collection efficiency. Lastly, he acknowledged the public comment regarding the Brownfield Plan for the former MGH redevelopment site, noting concerns regarding traffic and the impact on the surrounding neighborhood.

Commissioner Davis highlighted the numerous recent accomplishments of the city siting senior services, the volunteer efforts of Barb Susorney, the Michigan 2025 Best Tasting Water Award, the public good that will come out of the old MGH Brownfield Plan amendment, new public art, along with the city's budget and Strategic Plan.

Commissioner Gottlieb brought attention to the wide range of items that were passed in the consent agenda. He also acknowledged public concerns surrounding the Brownfield Plan amendment.

Commissioner Larson emphasized that tonight's meeting represented the culmination of a large number of things, serving as a testament to staff's hard work. He acknowledged staff's informative work sessions and staff's consistent availability to address questions; recognizing the action tonight was due to many months of work.

The **Mayor** had no comments.

Comments from the City Manager

City Manager Kovacs brought attention to the old MGH redevelopment site stating it is by far one of the largest redevelopment investments in the Upper Peninsula, recognizing both the challenges and opportunities that come with it. She highlighted the recently passed fiscally responsible budget and the best tasting water from the city's water filtration plant that provides about 2 million gallons of water a day to city residents; all of which would not be possible without the continuous conversations and efforts by staff and the commission.

Adjournment

The meeting was adjourned at 7:52 p.m.

Jessica Hanley, Mayor

Rachel Quayle, Deputy City Clerk

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City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 10/14/2025

Consent Agenda
Arbor Day Proclamation

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Arbor Day Proclamation



PROCLAMATION ARBOR DAY 2025

WHEREAS, the first Arbor Day celebration was held on April 10, 1872, through the efforts of J. Sterling Morton, who realized that trees beautify the countryside and help reduce the erosion of precious topsoil; and,

WHEREAS, trees in our communities improve environmental quality, increase property values, enhance the economic vitality of business areas, and improve our quality of life; and,

WHEREAS, the City of Marquette has recognized the value of trees in our community and has adopted the U.S. Mayors Climate Protection Agreement, which promotes urban forest restoration projects; and,

WHEREAS, because of Marquette's efforts to improve our community forest, the City has been named a TREE CITY USA for 44 consecutive years; and,

WHEREAS, The American Transmission Company has provided a \$500 grant, for 2025 to fund an Arbor Day tree planting in Marquette; and,

WHEREAS, representatives from Park Cemetery will assist City personnel with the planting of a Sienna Glen maple, Princeton Elm, and a State Street maple in Park Cemetery located at 301 N. Seventh Street at 10:00 a.m. on Friday, October 17th;

NOW, THEREFORE I, Jessica Hanley, Mayor of the City of Marquette, do hereby proclaim , October 17, 2025, as Arbor Day in the City of Marquette and urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

DATED this 14th day of October 2025.

Jessica Hanley, Mayor

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 10/14/2025

Consent Agenda

Peg Hirvonen Bandshell - Professional Services Change Order

BACKGROUND:

At the March 25, 2024 regular meeting, the City Commission awarded the design contract for the Presque Isle Bandshell to AWH Architects, LLC of Minneapolis, Minnesota in the amount of \$99,760.

The Commission previously approved two AWH change orders. One for \$21,300 for geotechnical assessment, 3D drawings and additional design work and a second for additional construction administration for the landscape architect, structural engineer and general oversight in the amount of \$27,280.

AWH is requesting a third change order for additional design requests from City Band regarding lighting, risers and sound systems as well as unforeseen subsoil conditions and a lengthy County permitting process. The amount requested with this change order is \$15,000.

Generally professional services are 10% or less of the project total. With the increase in size and scope of the project from the professional services request for proposals, total contract with change orders comes to \$163,340 or approximately 7.8% of the total project costs.

FISCAL EFFECT:

Marquette City Band has committed to raising all additional funds resulting in no general fund contributions by the City.

RECOMMENDATION:

Approve change order three with AWH Architects in the amount of \$15,000, and authorize the City Manager or her designee to sign it.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Change Order 3

Peg Hirvonen Bandshell
10/1/2025

Add Service 03
(via email)

City of Marquette,

The Peg Hirvonen Bandshell original RFP and AWH design team budget was based upon a structure with an estimated construction cost of \$1M. After collaborative design efforts with the City of Marquette and City band, the current Miron construction cost bid accepted for the bandshell is \$2,084,175.

Add service 03 specifically focuses on time spent due to unforeseen circumstances and additional design collaboration, summarized as follows:

Additional Construction Administration design time:

1. Additional coordination with the City band re: risers, lighting, sound systems, finishes: \$3,500
2. Redesign due to unforeseen subsoil conditions not identified by Geotechnical engineers: \$5,000
3. Marquette County permitting and variance processes: \$6,500

Requested Architectural fees for this Add Service: \$15,000.

If acceptable, please sign and return.



Alex Haecker, AIA, NCARB
MI License #1301072654

Name/Title:

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 10/14/2025

Consent Agenda **Biogas Conditioning Skid Media and Testing**

BACKGROUND:

The co-generation units at the Wastewater Treatment Plant require the biogas to be treated before being burned in the units. Two compounds Hydrogen Sulfide (H₂S) and siloxanes's must be reduced to protect the engines. Specially formulated media is used to remove the compounds from the biogas. Over time that media is used up and must be replaced. The life of the media is dependent on the amount of H₂S and Siloxanes in the raw gas. Because this compound is variable, we can only give an estimate of how many media changeouts will be needed. Staff has estimated \$40,000 will be required to cover the annual cost of the media changeouts and required gas testing.

FISCAL EFFECT:

Sufficient funds are available in the FY 2026 Wastewater budget.

RECOMMENDATION:

Approve the expenditure in the amount not to exceed \$40,000 to Unison Solutions for media replacement and gas testing.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 10/14/2025

Consent Agenda **Co-Generation Maintenance Services**

BACKGROUND:

The Wastewater Treatment Plant has biogas co-generation units that provide heat and electricity. The units are designed to run 24/7 and require specialized annual maintenance. Because Kraft Power is the manufacturer of the units and has specialized expertise in servicing the units, seeking competitive bids for these services provides no advantage to the city. The company has a service center in Gaylord, Michigan.

FISCAL EFFECT:

There are sufficient funds in the Wastewater FY 2026 budget.

RECOMMENDATION:

Waive competitive bidding and approve an expenditure of up to \$70,000 to Kraft Power for repair and maintenance on the co-generation units.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 10/14/2025

Consent Agenda

Marquette Area Public Schools - Locker Room Lease

BACKGROUND:

Marquette Area Public Schools has requested a lease for space at Lakeview Arena. Staff has worked with the City Attorney and Marquette Area Public Schools to draft a standard lease agreement which provides the terms and conditions of the request. The term is five years. The monthly payment will be \$14.00 per square foot from November 1 through March 31, and \$7.00 per square foot for April 1 through October 31, for a total annual payment of \$7,221.12.

Lease agreements require two reads. This is the second read of this agreement.

FISCAL EFFECT:

The Lakeview Arena fund will receive \$7,221.12 per year in revenue for FY 2026.

RECOMMENDATION:

Approve the lease agreement with Marquette Area Public Schools for locker room space at Lakeview Arena, and authorize the Mayor and Clerk to sign the agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Lease, Exhibit A and Insurance

LEASE AGREEMENT

THIS AGREEMENT, made and entered effective this 1st day of October, 2025, by and between THE CITY OF MARQUETTE, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, Michigan 49855, hereinafter "LESSOR", and MARQUETTE AREA PUBLIC SCHOOLS ("MAPS") of 1201 West Fair Avenue, Marquette Michigan 49855, hereinafter "LESSEE".

Recitals

A. Lessor is the owner and operator of Lakeview Arena, at 401 E. Fair Avenue, Marquette, Michigan.

B. Lessee desires to lease and Lessor is willing to lease to Lessee space as shown in Exhibit "A" in the Lakeview Arena's Russell Arena Room 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 the Premises, as shown on Exhibit A within the Russell Arena.

1.2 Lessee agrees to develop architectural and engineering plans for renovations to the Premises required to meet the specific needs of Lessee for Lessee's intended uses, if needed. Lessee shall be responsible for constructing all renovations as developed by Lessee, 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 five (5) years from and after date of October 1, 2025.

3. Rent

3.1 Lessee shall be obligated to pay rent in the total amount of \$601.76 for the Premises, due in advance on the first of each month for the entire term of this lease. Said rental amount shall consist of:

a) Rent in the amount of \$14.00 per square foot for general use for November 1 through March 31 each year during the Lease Term;

b) Rent in the amount of \$7.00 per square foot for storage use for April 1 through October 31 each year during the Lease Term; and

c) All gas, electric, refuse, water and storm water fees, based upon the amount of leased space it occupies in the Lakeview Arena.

3.2 Lessee shall be responsible for telephone, cable and other media services provided to Lessee at the Leased Premises.

4. Termination

4.1 The Lessor may terminate this lease on 90 days written advance notice to Lessee.

5. Use of Leasehold Premises

5.1 Lessee shall use the leasehold premises only as a locker room, and shall not use any portion of Lakeview Arena 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 law or government order or requirement;
- c) cause damage or injury to Lakeview Arena, the Premises or any part of either (ordinary wear and tear excepted);
- d) interfere with normal operations of Lakeview Arena's heating, air conditioning, ventilating, plumbing, or other mechanical or electrical systems;
- e) constitute a public or private nuisance;
- f) interfere with other Lakeview Arena uses;
- g) alter the appearance of Lakeview Arena's exterior or any portion of the interior or in the Premises without prior written approval of the Lessor;
- h) permit noise or odors to be unreasonably dispelled from the Premises;
- i) place merchandise, materials, supplies, signs, or other thing of any kind on or in any areas of Lakeview Arena except the Premises;
- j) permit refuse to accumulate in or around the Premises; or
- k) obstruct entryways.

6. Use of Common Areas by Lessee

6.1 Lessee and its invitees shall have the right in common with Lessor, its invitees, and others to use the ice arenas, spectator areas, concessions, common washrooms, 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.

7. Maintenance and Repair

- 7.1 Lessee shall be responsible for ordinary janitorial and cleaning services of the leasehold premises.
- 7.2 Lessee shall be responsible for the maintenance and repair of Lessee's fixtures, furniture and equipment, which lessee has brought to the Premises, or which are peculiar to Lessee's uses of the Premises or Lakeview Arena and the Lessee shall be solely responsible for maintaining said fixtures, furniture and equipment in a safe condition and good repair.
- 7.3 Lessee must obtain written consent of Lessor for all signage used by Lessee in the Premises and/or on the exterior or interior of Lakeview Arena. All signage approved by Lessor shall be maintained in good condition and repair.
- 7.4 Lessor reserves the right to make any repairs or alterations that it deems necessary and desirable to the common areas. Lessee will be notified of any repairs or alterations to the Premises at least 7 days in advance except in emergency situations.

8. Insurance and Indemnity

- 8.1 Lessee shall not permit any activity on the Premises or in Lakeview Arena which would invalidate or be in conflict with Lessor's fire, boiler, sprinkler, water damage, and extended coverage insurance policies covering Lakeview Arena and contents therein.
- 8.2 Lessee shall not permit any activity on the Premises or in Lakeview Arena 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 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 Lakeview Arena by Lessee, its employees, agents invitees, and licensees. The amount of the insurance shall be not less than One Million Dollars (\$1,000,000.00) per occurrence for accident, bodily injury, or death and not less than Five Hundred Thousand Dollars (\$500,000.00) for property damage. Lessee shall at all times provide Lessor with a copy of said policies with proof of payment of premium thereon. The insurance policies shall bear endorsements to the effect that the insurer agrees to notify Lessor not less than thirty (30) days in advance of any modification or cancellation thereof.

- 8.5 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 use or occupancy of the Premises.

9. Damage by Fire or Other Causes

- 9.1 If the Premises is partially damaged by fire or other peril without the fault or neglect of Lessee or of its servants, employees, agents, visitors, invitees or licensees, the damage shall be repaired by Lessor at Lessor's expense. If the Premises is substantially damaged (herein defined as fifty percent (50%) or more of the cost of replacement), Lessor may elect either to repair or rebuild the leasehold or the pool building, 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 instead of terminating the lease, Lessor will rebuild something substantially similar to the current Premises, and Lessee shall in a timely manner repair or replace its fixtures, furniture, equipment and improvements to at least the condition of same prior to the damage.

10. Assignment/Subletting

- 10.1 Lessee shall not assign or sublet the leasehold or any part thereof without the express prior written consent of the Lessor.
- 10.2 In no event shall a sublease be allowed that would jeopardize the tax-exempt status of the City.
- 10.3 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.

11. Use of Premises by Lessor

- 11.1 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. This paragraph does not change the parties' obligations with regarding to maintenance and repairs as otherwise set forth herein.

12. Covenant of Quiet Enjoyment

- 12.1 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.

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

- 13.1 If Lessee defaults in the observance or performance of any term or covenant of this lease,

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

14. Default by Lessee

14. If the Lessee fails to perform any other obligations under this agreement within 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.
- 14.2 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.
- 14.3 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.

15 Surrender of Leasehold Upon Termination of Lease

- 15.1 All renovations and improvements shall be at Lessee's expense and shall be considered fixtures and owned by Lessor at the termination of lease. Upon the expiration or termination of the lease, Lessee shall quit and surrender the Premises in good order and condition, ordinary wear and tear and damage by fire or other casualty or the elements excepted, and shall remove all of its property, fixtures, and equipment from the Premises. In removing its equipment, Lessee shall be solely responsible for repairing any and all damages to the Premises or other areas of Lakeview Arena. In the event that the Lessee fails to remove its equipment, and Lessor is required to do so, all costs and expenses incurred by Lessor in removing same and restoring the Premises to useable condition shall be the financial responsibility of the Lessee.

- 15.2 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.

16. Miscellaneous

- 16.1 This agreement shall be binding on the parties and inure to the benefit of the Lessor and Lessee and their respective successors and assigns.
- 16.2 This agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
- 16.3 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.
- 16.4 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.
- 16.5 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.
- 16.6 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.
- 16.7 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.
- 16.8 In the event the Arena is required to temporarily close pursuant to any law or government order, Lessee will be prohibited from entering the Arena. In such event, Lessee will be billed, and agrees to pay, for actual usage during such time period.

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

LESSOR
CITY OF MARQUETTE

Jessica Hanley, Mayor

Date: _____

Kyle Whitney, City Clerk

Date: _____

APPROVED AS TO SUBSTANCE:

Karen M. Kovacs, City Manager

LESSEE
MAPS

By: *[Signature]*
Its: Athletic Director
Date: 9-22-25

APPROVED AS TO FORM:

Suzanne C. Larsen, City Attorney



CERTIFICATE OF COVERAGE						
PRODUCER SET SEG 1520 Earl Avenue East Lansing, MI 48823			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE REFERENCE NUMBER BELOW.			
MEMBER Marquette Area Public Schools 1201 W Fair Ave Marquette, MI 49855-2668			COMPANIES AFFORDING COVERAGE A MASB-SEG Property/Casualty Pool, Inc.			
THIS IS TO CERTIFY THAT THE COVERAGE REFERENCE NUMBER OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE COVERAGE REFERENCE NUMBER 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 COVERAGE AFFORDED BY THE COVERAGE REFERENCE NUMBER DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS AND CONDITIONS OF SUCH COVERAGE REFERENCE NUMBERS.						
CO LTR	TYPE OF COVERAGE	COVERAGE REFERENCE NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
A	GENERAL LIABILITY ☒ Comprehensive Form ☒ Premises/Operations ☒ Products/Completed Operations ☒ Broad Form Property Damage ☒ Personal Injury	PC-52170-2026-01	7/1/2025	6/30/2026	BI & PD COMBINED OCCURRENCE BI & PD COMBINED AGGREGATE PERSONAL INJURY OCCURRENCE PERSONAL INJURY AGGREGATE	\$1,000,000 \$3,000,000 \$1,000,000 \$3,000,000
A	EXCESS LIABILITY ☒ General Liability ☒ Automobile Liability ☒ Garage Liability	PC-52170-2026-01	7/1/2025	6/30/2026	OCCURRENCE ANNUAL AGGREGATE	\$6,000,000 \$6,000,000
DESCRIPTION The City of Marquette and its agents are added as additionally insured under Marquette Area Public Schools general liability coverage limited to the activities performed by or on behalf of Marquette Area Public Schools as it represents the districts' use of the City of Marquette properties during the current coverage form term for school related activities.						
CERTIFICATE HOLDER City of Marquette 300 West Baraga Ave Marquette, MI 49855 Additional Insured			SHOULD ANY OF THE ABOVE DESCRIBED COVERAGE REFERENCE NUMBERS BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.			
AUTHORIZED REPRESENTATIVE Katie Lehman PROPERTY/CASUALTY DEPARTMENT 6/30/2025						

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 10/14/2025

Consent Agenda

Marquette Junior Hockey Corporation - Concession Lease Agreement

BACKGROUND:

Marquette Junior Hockey Corporation (MJHC) requested a lease for the concession area of Lakeview Arena. MJHC operated the concession area during the 2025 ice season. Staff has worked with the City Attorney and MJHC to draft the lease agreement. The agreement term is six (6) months, September 15, 2025 through March 31, 2026. The monthly payment during operation is \$849.33.

City Charter requires lease agreements be presented for two reads. This is the second read of this lease agreement.

FISCAL EFFECT:

The Lakeview Arena fund will receive \$5,095.98 in revenue for FY 2026.

RECOMMENDATION:

Approve the lease agreement with Marquette Junior Hockey Corporation for concession space at Lakeview Arena, and authorize the Mayor and Clerk to sign the agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Agreement, Insurance and Exhibit A

LEASE AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2025, by and between **THE CITY OF MARQUETTE**, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, Michigan 49855, hereinafter “LESSOR”, and **MARQUETTE JUNIOR HOCKEY CORP.**, a Michigan corporation, of 401 E. Fair Avenue, Marquette Michigan 49855, hereinafter “LESSEE”.

Recitals

- A. Lessor is the owner and operator of Lakeview Arena, located at 401 E. Fair Avenue, Marquette, Michigan.
- B. Lessee desires to lease and Lessor is willing to lease to Lessee the concessions space shown in Exhibit “A” located in Lakeview Arena’s lobby 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 the space (“Premises”) as shown in Exhibit “A”.
- 1.2 Lessee 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 at Lessee’s cost, 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 Agreement shall be for six (6) months, from September 15, 2025 through March 31, 2026.

3. Rent

- 3.1 The monthly rental amount shall be \$849.33 due in advance on the first day of each month. September rent shall be prorated and paid on the date this Lease is executed.
- 3.2 Lessee shall be entitled to the use of common wash rooms.

Lessee shall be responsible for its own telephone and internet service as needed and desired by Lessee.

4. Use of Leasehold Premises

- 4.1 Lessee shall use the Premises only as a concession area, 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 Premises, except as provided herein, without prior written approval of the Lessor;
 - h) place merchandise, materials, supplies, signs, or other thing of any kind on the sidewalks or other common areas without written approval;
 - i) permit refuse to accumulate in or around Premises; and,
 - j) obstruct entry ways.
- 4.2 Lessee is solely responsible for obtaining all necessary licenses and permits and otherwise complying with all laws while providing the concessions contemplated by this Agreement.
- 4.3 Lessee is solely responsible for development of menu items and pricing, for obtaining all supplies and products and for all costs related to its sale of food and beverages.

5. Alcohol Beverage Concessions:

- 5.1 Lessee has the right to obtain a Michigan Liquor Control Commission ("MLCC") license and related permits for the sale of alcohol for use in the performance of this Lease. Obtaining the MLCC license and all fees related to obtaining, maintaining and using the MLCC license shall be the sole responsibility of Lessee. No alcohol shall be sold on the Premises until Lessee has obtained all required MLCC licenses and permits, required liquor liability insurance and otherwise complied with all legal requirements pertaining to the sale of alcohol.
- 5.2 Alcohol concessions shall only provided by Lessee at the following location: _____. Lessee shall provide all employees to be used to prepare, charge for and collect alcohol beverage concession fees. Lessee shall retain all alcohol beverage concession fees collected; and the Lessor shall not be entitled to any portion of said alcohol beverage concession fees.

Lessor shall cooperate, as necessary, in Lessee's attempt to obtain a MLCC license; however, this Agreement shall remain in full force and effect even in the event Lessee is unable to obtain a MLCC license or Lessee's MLCC license is revoked by the MLCC/State of Michigan.

Lessee agrees, at all times, to comply with all local, MLCC, state and federal laws, rules, and regulations regarding the sale of alcohol products.

- 5.3 Lessee shall be responsible for obtaining all required permits and licenses from local and/or state governmental entities to operate all concessions and shall provide copies of said licenses and permits to Lessor upon request.

With respect to the MLCC license and related permits, Lessee shall:

- a) Only sell alcoholic beverages during regular concessions hours as permitted in this Lease, and as permitted by all statutes, ordinances and other laws pertaining to the sale of alcohol.
- b) Designate a secured area in the Premises, where persons of legal age may purchase and consume alcoholic beverages without underage persons being present. Such area will be secured by Lessee at all times that alcohol may be sold.
- c) Provide adequate security personnel during all times that alcohol may be sold or consumed in the secured area to ensure that the activities of those purchasing and consuming alcohol comply with all local, state, and federal laws and all MLCC rules and standards. If any person's actions are deemed detrimental to the safe and peaceful enjoyment of the Premises, he or she will immediately be removed from the Premises.
- d) Make all sales of alcoholic beverages in full compliance with all MLCC laws and rules. Such sales, if in compliance with MLCC laws and rules, may be conducted at designated concession areas and person-to-person in the secured area for sales of alcohol. No sale of an alcoholic beverage shall be made to any person who appears intoxicated or is disruptive to others on the Premises.
- e) In the event Lessee does not comply with these guidelines, Lessor has the right to suspend all alcoholic beverage sales for any length of time Lessor deems appropriate, which may include the permanent suspension of alcoholic beverage sales.

6. Use of Common Areas by Lessee

- 6.1 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.

7. Maintenance and Repair

- 7.1 Lessee shall be responsible for all ordinary janitorial and cleaning of the Premises from the counter to the back of the kitchen area. Lessee shall bus all tables and eating areas. Lessor shall provide trash receptacles for Premises. All refuse collection shall be the responsibility of the Lessee. Any refuse generated from preparation of goods or services shall be the sole responsibility of Lessee.

- 7.2 Lessee shall be solely responsible for the maintenance and repair of all equipment located on the Premises, as more specifically listed in Exhibit "B".
- 7.3 Lessee must obtain written consent of Lessor for all signage used by Lessee on the Premises and adjoining premises. All signage approved by Lessor shall be maintained in good condition and repair.
- 7.4 Lessor reserves the right to make any repairs or alterations that it deems necessary and desirable to the common areas. Lessee will be notified of any repairs or alterations to the Premises at least 7 days in advance except in emergency situations.

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 fire, boiler, sprinkler, water damage, and extended coverage insurance policies covering the Arena and contents therein.
- 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 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 and 00/100 Dollars (\$1,000,000.00) per occurrence for accident, bodily injury, or death; not less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00) for property damage; and not less than Five Hundred Thousand and 00/100 Dollars \$500,000.00) for liquor liability insurance 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. 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.
- 8.5 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.

9. Damage by Fire or Other Causes

- 9.1 If the Premises is partially damaged by fire or other peril without the fault or neglect of Lessee or of its servants, employees, agents, visitors, invitees or licensees, the damage shall be repaired by Lessor and at Lessor's expense. If the Premises or the Arena is substantially damaged (herein defined as fifty (50%) per cent or more of the cost of replacement), Lessor may elect either to repair or rebuild the 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.

10. Assignment/Subletting

- 10.1 Lessee shall not assign or sublet the Premises or any part thereof without the express prior written consent of the Lessor.
- 10.2 In no event shall a sublease be allowed that would jeopardize the tax-exempt status of the City.
- 10.3 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.

11. Use of Premises by Lessor

- 11.1 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.
- 11.2 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.

12. Covenant of Quiet Enjoyment

- 12.1 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.

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

- 13.1 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.

14. Default by Lessee

- 14.1 If the Lessee fails to pay rent when due; if the Lessee fails to perform any other obligations under this agreement within 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.
- 14.2 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.
- 14.3 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.

15. Surrender of Leasehold Upon Termination of Lease

- 15.1 All renovations and improvements shall be at Lessee's expense and shall be considered fixtures and owned by Lessor upon termination of 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 that the Lessee fails to remove its equipment, and Lessor is required to do so, all costs and expenses incurred by Lessor in removing same and restoring the leasehold to useable condition shall be the financial responsibility of the Lessee.
- 15.2 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.

16. Miscellaneous

- 16.1 This agreement shall be binding on the parties and inure to the benefit of the Lessor and Lessee and their respective successors and assigns.

- 16.2 This agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
- 16.3 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.
- 16.4 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.
- 16.5 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.
- 16.6 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.
- 16.7 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

LESSOR
CITY OF MARQUETTE

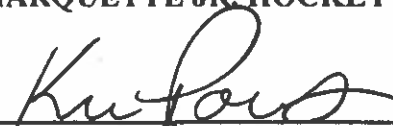
Jessica Hanley, Mayor

Kyle Whitney, Clerk

APPROVED AS TO SUBSTANCE:

Karen M. Kovacs, City Manager

LESSEE
MARQUETTE JR. HOCKEY CORP.


By: Kim Pond
Its: President

APPROVED AS TO FORM:

Suzanne C. Larsen, City Attorney



EXHIBIT A



EXHIBIT B

Concession Equipment Inventory

Equipment	Qty	Notes
Lg. dual front door freezer	1	City
Refrigerator	1	Lessee Owned
Beverage Refrigerator	1	3rd party
Range/flattop/dual oven unit	1	City
Microwaves	2	Lessee Owned
Hot dog cooker	1	Lessee Owned
Countertop Warmer	1	City
Point of sale machines	1	Lessee Owned
Soda dispenser	1	3rd Party
Prep tables	3	Lessee Owned
Popcorn machine	1	Lessee Owned
Coffee Machine	1	3rd Party
Cappuccino Machine	1	3rd Party
Cookie Machine	1	Lessee Owned
Cheese Dispenser	1	Lessee Owned



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
09/23/2025

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).

PRODUCER Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Contact your USA Hockey Assigned Risk Manager	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Pennsylvania Manufacturers' Association In	12262
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: W40446336** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	Y	302501-13-12-76-8	09/01/2025	09/01/2026	EACH OCCURRENCE
	☐ CLAIMS-MADE ☒ OCCUR					\$ 1,000,000
	☒ Participant Legal Liability					\$ 1,000,000
	☒ Included					\$
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY
	☒ POLICY ☐ PROJECT ☐ LOC					\$ 1,000,000
	OTHER:					GENERAL AGGREGATE
						\$ 5,000,000
						PRODUCTS - COMP/OP AGG
						\$ 2,000,000
						Part Legal Liability
						\$ Included
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)
	☐ ANY AUTO					\$
	☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS				BODILY INJURY (Per person)
	☐ HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY				\$
						BODILY INJURY (Per accident)
						\$
						PROPERTY DAMAGE (Per accident)
						\$
						\$
	UMBRELLA LIAB	☐ OCCUR				EACH OCCURRENCE
	EXCESS LIAB	☐ CLAIMS-MADE				\$
	DED	RETENTION \$				AGGREGATE
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	☐ Y/N	N/A			PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT
						\$
						E.L. DISEASE - EA EMPLOYEE
						\$
						E.L. DISEASE - POLICY LIMIT
						\$

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

Team: Marquette Junior Hockey Corp

Association Code: MIH8005

Event: facility rental for practices, games, meetings

This certificate is issued on behalf of USA Hockey, Inc., Member Club Marquette Junior Hockey Corp

Certificate holder is provided an additional insured status under the general liability, but only as respects to liability claims arising out of the negligence of the named insured, and only where required by written contract and

CERTIFICATE HOLDER

City of Marquette, Michigan
300 W Baraga Ave
Marquette, MI 49855

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

John Dean

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

SR ID: 28509610

BATCH: 4134637

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Southeast, Inc.		NAMED INSURED USA Hockey, Inc. and its Member Leagues, Teams & Organizations and USA Hockey Affiliates	
POLICY NUMBER See Page 1		1775 Bob Johnson Drive Colorado Springs, CO 80906	
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

is subject to the full policy terms, conditions and exclusions.

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 10/14/2025

Consent Agenda

Peg Hirvonen Bandshell - Construction Contract Change Order

BACKGROUND:

At the April 14, 2025 meeting, the City Commission awarded the construction bid for the Peg Hirvonen Bandshell to Miron Construction Co., Inc., in the amount of \$2,084,175.

There have been two change orders to date resulting in an addition of \$13,496.27 to the contract.

Miron has requested a third change order in the amount of \$2,557.93 for a total contract amount of \$2,100,229.20. This change order addresses additional electrical needs in the back-of-house.

City Band has committed to raising all of the funds for this project and has recommended the City approve this change order.

FISCAL EFFECT:

Marquette City Band has committed to raising all additional funds resulting in no general fund contributions by the City.

RECOMMENDATION:

Approve Change Order three in the amount of \$2,557.93 and authorize the City Manager or her designee to sign it.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Change Order 3

CHANGE ORDER NO 003

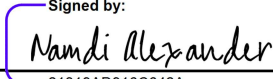
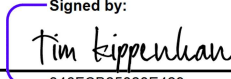
PROJECT: Peg Hirvonen Bandshell Peter White Dr Marquette, MI 49855	CHANGE ORDER NUMBER: 003 DATE: 10/03/2025 PROJECT NUMBER: 250490	OWNER: ☐ ARCHITECT: ☐ CONTRACTOR: ☐ FIELD: ☐ OTHER: ☐
OWNER: City of Marquette 300 W Baraga Ave Marquette MI 498554763	ARCHITECT: AWH Architects LLC 5325 Colfax Ave S Minneapolis MN 55419	CONTRACTOR: Miron Construction Co., Inc. 1471 McMahon Dr PO Box 509 Neenah WI 54957-0509

THE CONTRACT IS CHANGED AS FOLLOWS:		
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)		
PCI0007	Added Electrical Scope.	\$2,557.93
The original Contract Sum was		\$2,084,175.00
The net change by previously authorized Change Orders		\$13,496.27
The Contract Sum prior to this Change Order was		\$2,097,671.27
The Contract Sum will be increased by this Change Order in the amount of		\$2,557.93
The New Contract Sum Including This Change Order		\$2,100,229.20
The Contract Time Will Not Be Changed		
The date of Substantial Completion as of the date of this Change Order therefore is		06/12/2026

NOTE:

This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER

AWH Architects LLC	Miron Construction Co., Inc.	City of Marquette
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
Namdi Alexander	Tim Kippenhan	Jon Swenson
(Typed Name)	(Typed Name)	(Typed Name)
Signed by: 	Signed by: 	
BY 21319AD916C642A... (Signature)	BY 346FCB25828E429... (Signature)	BY (Signature)
10/9/2025	10/9/2025	
DATE	DATE	DATE



Change Order Request

Date: 09/23/2025
To: Jon Swenson
 City of Marquette
 300 W Baraga Ave
 Marquette, MI 49855

Re: Peg Hirvonen Bandshell
 Marquette, MI 49855
Project: 250490

E-MAILED
 09/23/2025

Reference Document: PCI0007 **Rev#** 1

Change Description: Added (7) receptacles and (2) wall switches (with associated circuitry) to the BOH areas.

Contractor	Description	Amount
JP Electric Professionals Inc	ELECTRICAL	\$2,412.00
* SUB-TOTAL *		2,412.00
Management Fee - Subcontractor - 5%		\$120.60
* SUB-TOTAL *		2,532.60
Bond - 1%		\$25.33
** TOTAL **		2,557.93

Impacted Calendar Days: 0

All terms of our agreement apply and preclude Miron Construction Co., Inc. from performing any extra work without approval. Please provide your approval by signing this request.

Trevor Richards

Trevor Richards
 Miron Construction Co., Inc.

09/23/2025

Date:

[Signature]

Owner Representative
 City of Marquette

10-2-25

Date:

This quote expires on: 10/14/2025

Trevor Richards

From: John Prince <jpe486@sbcglobal.net>
Sent: Monday, September 15, 2025 10:07 AM
To: Trevor Richards
Subject: [E] Re: 250490 - Peg H. Bandshell - PCI for Added Receptacles

CAUTION: External Email

Trevor: As requested, our quote to add 7 receptacles and 2 wall switches with associated circuitry is \$2,862.00.

Deduct \$450.00 for removal of (2) switches and related circuitry.

New quote total of: \$2,412

Please feel free to contact me with any questions.

Thanks,
John

John Prince

[J.P. Electric Professionals Inc](#)

3023 Island Beach Rd
Marquette, MI 49855

Office: 906-228-9478
Warehouse: 906-228-2226
Cell: 906-361-2569

On Monday, September 15, 2025 at 09:05:13 AM EDT, Trevor Richards <trevor.richards@miron-construction.com> wrote:

Good Morning John,

The design team would like to see the cost for the added receptacles and circuitry.

I am attaching the mark-up again to this email.

Please note the pricing line items.

Feel free to give me a call too.

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 10/14/2025

Consent Agenda **Purchase of Belt Press Polymer**

BACKGROUND:

The Marquette Water and Wastewater facilities annually bid out process control chemicals except for belt press polymer. The supplier of belt press polymer is selected through a performance-based evaluation. Belt press polymer is utilized in the solids handling process for dewatering and thickening of treatment sludge prior to digestion and disposal. Polymers are unique in that each of the polymers on the market have different chemical make-up and require field testing to determine which polymer offers the best performance to meet the needs of the Wastewater Treatment Plant solids handling process. Because of this, competitive bidding provides no advantage to the city.

FISCAL EFFECT:

There are sufficient funds in the Wastewater FY 2026 budget.

RECOMMENDATION:

Approve Midwest Chemical & Equipment of De Pere, Wisconsin as the preferred supplier of belt press polymer for an amount not-to-exceed \$80,000.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 10/14/2025

Consent Agenda **Sale of Surplus Equipment**

BACKGROUND:

City staff auctions or sells and trades obsolete equipment based on operational needs. A 2016 Ford Explorer, 2002 Peterbilt 357 plow truck, and a 1992 Genie Boom Z45 have been recommended for sale due to high maintenance issues and frame corrosion.

FISCAL EFFECT:

Proceeds from the sale of this vehicle will be credited to the City's Motor Pool Fund - Sale of Fixed Assets.

RECOMMENDATION:

Declare a 2016 Ford Explorer, 2002 Peterbilt 357 plow truck, and a 1992 Genie Boom Z45 as surplus, and authorize City staff to prepare the vehicle for auction.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 10/14/2025

Consent Agenda **Schedule Public Hearing: CDBG Closeout**

BACKGROUND:

The City of Marquette was the recipient of Community Development Block Grant (CDBG) funds to assist with the demolition of a portion of the former Marquette General Hospital. These funds were distributed to the Northern Michigan University Foundation (NMUF), the property owner and project manager, to provide for the removal of portions of the former hospital campus that were affected by blight and disuse. The specific demolition funded by these funds are the buildings that were bounded by College Avenue, Magnetic Street, Hebard Court, and Seventh Street, with the addition of the "bridge" building.

In order to fully close out this grant, a public hearing with the opportunity for public comment must be held. A presentation covering the grant funded activities will be given prior to the hearing.

FISCAL EFFECT:

None by this action.

RECOMMENDATION:

Schedule a Public Hearing for the closeout of the Community Development Block Grant at the October 27, 2025 City Commission meeting.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

▣ Notice

**CITY OF MARQUETTE
NOTICE OF CLOSEOUT PUBLIC HEARING
FOR MICHIGAN COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
FUNDING FOR FORMER MARQUETTE GENERAL HOSPITAL DEMOLITION**

The City of Marquette City Commission will conduct a closeout public hearing on October 27 6 p.m. in the Commission Chambers at City Hall (300 W Baraga Ave, Marquette, MI, 49855) for the purpose of affording citizens an opportunity to submit comments and receive a final report on the completion of the Former Marquette Hospital Demolition CDBG grant.

The CDBG grant provided funding to assist in the demolition of the portions of the former MGH campus specifically bounded by Seventh St., College Ave, Hebard Ct., and Magnetic St., with the addition of the Bridge building, to remove the certified blighted conditions created by the abandonment and deterioration of the facility. This project was coordinated by the Northern Michigan University Foundation with \$8,013,951 of CDBG funds and additional \$1,401,015 in private funds spent to accomplish this project. Zero persons were displaced as a result of the project.

Interested parties are invited to comment on the project in person at the public hearing or in writing through October 24, 2025 and addressed to Kyle Whitney, Marquette City Clerk at kwhitney@marquettemi.gov or City Clerk, 300 W. Baraga Ave, Marquette, MI.

Citizen views and comments on the CDBG project are welcome.

City of Marquette
Sean Hobbins, Deputy City Manager
906-225-8104 or shobbins@marquettemi.gov

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 10/14/2025

Consent Agenda

Utilization of State Bid for Annual Salt Purchase

BACKGROUND:

Annually, the State of Michigan uses competitive bidding to obtain statewide salt pricing which it then offers to municipalities as part of an extended purchasing program. The City of Marquette will purchase approximately 1,600 tons of early fill salt. The City has an additional 600 tons of back up salt on reserve for FY 25-26. Over the course of the winter, the City will blend the salt with street sand at a ratio of five parts sand to one part salt. This mixture provides effective winter maintenance ice control and cost containment over using straight salt.

Last year's prices for early fill and reserve salt were \$71.74 per ton and \$88.50 respectively. The current year's prices for early fill and reserve salt are \$77.65 per ton and \$93.96 per ton respectively. The total dollar amounts under this year's contract are \$124,240 for early fill salt and \$56,376 for reserve salt. The contract requires the City to purchase the entire early fill and at least 70% of the reserve for a total of \$180,616 which is within budget.

FISCAL EFFECT:

Salt is charged to inventory when it is purchased. As salt is consumed by local and major street activities, it is charged to the appropriate winter maintenance street accounts. The local and major street maintenance accounts have \$189,000 budgeted for winter application materials in FY 25-26.

RECOMMENDATION:

Authorize City staff to utilize the State of Michigan Extended Purchasing Program (MI DEAL) to purchase road salt.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 10/14/2025

New Business

Mayor Hanley and Mayor Pro-tem Schloegel Travel Reimbursement

BACKGROUND:

Mayor Hanley and Mayor Pro-tem Schloegel attended the annual Michigan Municipal League Convention held in Grand Rapids September 16-19, 2025. The following checks will be issued for travel expenses incurred:

Mayor Jessica Hanley, Check #1013093, \$144.00

Mayor Pro-tem Paul Schloegel, Check #1013117, \$98.00

FISCAL EFFECT:

Total travel costs are \$242. Adequate funds are available within the Fiscal Year 2025 City Commission travel budget.

RECOMMENDATION:

Approve travel reimbursement for Mayor Hanley in the amount of \$144.00 and Mayor Pro-tem Schloegel in the amount of \$98.00 for the Michigan Municipal League Convention.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 10/14/2025

New Business

Commissioner Gottlieb Travel Reimbursement

BACKGROUND:

Commissioner Gottlieb attended the annual Michigan Municipal League Convention held in Grand Rapids September 16-19, 2025. The following check will be issued for travel expenses incurred:

Commissioner Cary Gottlieb, Check #1013072, \$698.80

FISCAL EFFECT:

Total travel cost is \$698.80. Adequate funds are available within the Fiscal Year 2025 City Commission travel budget.

RECOMMENDATION:

Approve travel reimbursement for Commissioner Gottlieb in the amount of \$698.80 for the Michigan Municipal League Convention.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 10/14/2025

New Business

Commissioner Larson Travel Reimbursement

BACKGROUND:

Commissioner Larson attended the annual Michigan Municipal League Convention held in Grand Rapids September 16-19, 2025. The following check will be issued for travel expenses incurred:

Commissioner Michael Larson, Check #1013109, \$337.40

FISCAL EFFECT:

Total travel cost is \$337.40. Adequate funds are available within the Fiscal Year 2025 City Commission travel budget.

RECOMMENDATION:

Approve travel reimbursement for Commissioner Larson in the amount of \$337.40 for the Michigan Municipal League Convention.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 10/14/2025

New Business

Commissioner Mayer Travel Reimbursement

BACKGROUND:

Commissioner Mayer attended the annual Michigan Municipal League Convention held in Grand Rapids September 16-19, 2025. The following check will be issued for travel expenses incurred:

Commissioner Cody Mayer, Check #1013075, \$698.89

FISCAL EFFECT:

Total travel cost is \$698.89. Adequate funds are available within the Fiscal Year 2025 City Commission travel budget.

RECOMMENDATION:

Approve travel reimbursement for Commissioner Mayer in the amount of \$698.89 for the Michigan Municipal League Convention.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 10/14/2025

New Business

Commissioner Ottaway Travel Reimbursement

BACKGROUND:

Commissioner Ottaway attended the annual Michigan Municipal League Convention held in Grand Rapids September 16-19, 2025. The following check will be issued for travel expenses incurred:

Commissioner Jerney Ottaway, Check #1013092, \$642.98

FISCAL EFFECT:

Total travel cost is \$642.98. Adequate funds are available within the Fiscal Year 2025 City Commission travel budget.

RECOMMENDATION:

Approve travel reimbursement for Commissioner Ottaway in the amount of \$642.98 for the Michigan Municipal League Convention.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available