City of Marquette, MI

Meeting Agenda
City Commission

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

300 West Baraga Ave
Marquette, Michigan 49855

Call to Order, Pledge of Allegiance and Roll Call

Approval of the Agenda

Announcements

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

Presentation(s)

1. Recognition of City Retiree - Cynthia Acocks
2. Recognition of City Retiree - Lyle Michaels

3. **Consent Agenda - 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

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.

Agenda Date: 3/10/2025

Consent Agenda - Roll Call Vote

Approve the minutes of the February 24, 2025 regular Commission meeting

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- 02-24-25 Minutes

City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Meeting Minutes
City Commission

Monday, February 24, 2025
6:00 PM
Commission Chambers

Call to Order, Pledge of Allegiance and Roll Call

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

Approval of the Agenda

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

Announcements

Mayor Hanley had no announcements.

Boards and Committees

1. Appointment(s)

Lauren Luce, Iron Ore Heritage Trail Recreation Authority, for a term ending 4-30-28

Commissioner Jermey Ottaway moved to Approve the appointment as listed, seconded by Mayor Pro Tem Paul Schloegel and Carried Unanimously.

2. Reappointment(s)

Addie Beauchaine, Board of Review for a term ending 2-1-28
Emily Tobin-LaVoy, Public Art Commission for a term ending 2-26-28

Commissioner Jermey Ottaway moved to Approve the reappointments as listed, 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.

Jon Kangas, representing Marquette Township, said he is available to answer questions on behalf of Marquette Township if necessary.

3. Consent Agenda - Roll Call Vote

Commissioner Cary Gottlieb moved to Approve the Consent Agenda as presented, seconded by Commissioner Michael Larson and Carried Unanimously by Roll Call Vote.

3.a. Approve the minutes of the February 10, 2025 regular Commission meeting

3.b. Approve the total bills payable in the amount of $1,042,031.66

3.c. AMI Temetra Software

3.d. Ordinance 25-01 - Rental Fire Safety Code Amendments - Roll Call Vote

3.e. Resolution Approving Poverty Exemption and Asset Test - Roll Call Vote

3.f. Resolution to Allow Property Owners to Protest to Board of Review in Writing - Roll Call Vote

3.g. Schedule Public Hearing - Five-Year Parks and Recreation Master Plan

New Business

4. Marquette Township Offer Letter – Water Filtration Plant

Mayor Pro Tem Paul Schloegel moved to direct City staff to negotiate an agreement with Marquette Township for a partial acquisition of the City's infrastructure used to supply water to the Township, and outline responsibilities of each municipality following such sale, to be considered by the City Commission at a future date, seconded by Commissioner Jermey Ottaway.

Discussion ensued, with additional background information provided by City Manager Karen Kovacs and by Jon Kangas on behalf of the township.

Discussion focused on the history of the water system and on the origins of this particular concept, as well as on the impacts to residents of the two communities and on the cost-sharing mechanisms that may be employed if the system needs to be upgraded or expanded in the future.

Following discussion, the City Commission voted on the motion, which 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 Davis noted that a group of local Scouts was here tonight, as well as a few NMU students. She said they are always welcome to attend. She noted that the Commission tonight scheduled a future public hearing to consider the Parks and Rec Master Plan, which she encouraged residents to review. She said it is clear that City residents have a need and desire for a dog park and that she would like the City consider

creating one.
Commissioner Gottlieb talked about the details of the new AMI system that was approved in the Consent Agenda tonight, explaining the long-term cost savings related to the upgrade.
Commissioners Larson and Mayer had no comments.
Mayor Pro Tem Schloegel said it was a beautiful day and that he hopes winter and winter sports are not over. He cautioned people to be safe in rapidly changing weather conditions.
Commissioner Ottaway praised the staff that worked to so effectively set up this year's UP200.
Mayer Hanley spoke about the UP200, also praising the crews that helped with set-up and tear-down, and touching on the positive local impact of the event.

Comments from the City Manager

City Manager Karen Kovacs talked about the changing weather and asked residents to be cautious, especially when it comes to accommodating the plows and salt/sand trucks.

Adjournment

Mayor Hanley adjourned the meeting at 6:30 p.m.

_____ _____

Jessica Hanley, Mayor **Kyle Whitney, City Clerk**

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

Agenda Date: 3/10/2025

Consent Agenda - Roll Call Vote
Application for License to Use City Property at 101 S. Front Street

BACKGROUND:

Marquette Vault, LLC, the owner of 101 S. Front Street, has submitted an application to use a portion of the public property that lies north of the Savings Bank building on E. Washington Street, for the encroachment of the building, as shown in the Exhibit included with the application. This application was required as a result of the former property owner selling the property to Vault Marquette, LLC. The former owner acquired a Grant of License for the same space and the new owner must now acquire the License for the building encroachment.

FISCAL EFFECT:

The application fee of $460 and has been paid.

RECOMMENDATION:

Approve the License and execute the Grant of License document.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Application - Exhibit.02-PRU-03-25.Redacted
- Grant of License signed by Applicant_02-PRU-03-25

Mail to:
Municipal Service Center
Community Development Office
1100 Wright St.
Marquette, MI 49855

PRINT

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

CITY STAFF USE

Date Submitted: 02-13-25 Parcel ID#: 0150940 File #: 02-PRU-03-25

Property Address/Location: 101 S. Front Street

Adequate Graphic Image or Legal Description Submitted: (Y) / N

Receipt #: 930261 Check #: 1292 Received by and date: AC 2-13-25

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

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

ADDRESS INFORMATION

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

101 S. Front St. Marquette, MI

APPLICANT CONTACT INFORMATION and LEGAL NAME OF PROPERTY OWNER

APPLICANT or REPRESENTATIVE

Name: Jen Julien

Address: 47711 Gundlach Rd

City: Houghton,

State, Zip: MI 49931

Phone #: [redacted]

Email: jen@thebraveworks.com

NAME(S) ON PROPERTY DEED

Name(s): Marquette Vault LLC

Address: 47711 Gundlach Rd

City, State, Zip: Houghton, MI 49931

Phone #:

Email: jen@thebraveworks.com

PROJECT DESCRIPTION

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

Existing building footprint (built 1891) on city right of way.

MARQUETTE VAULT LLC
PO BOX 14
HOUGHTON, MI 49931

LEGAL or GRAPHIC LOCATION DESCRIPTION

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

See attached

ATTACHMENTS

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

Proposed building license

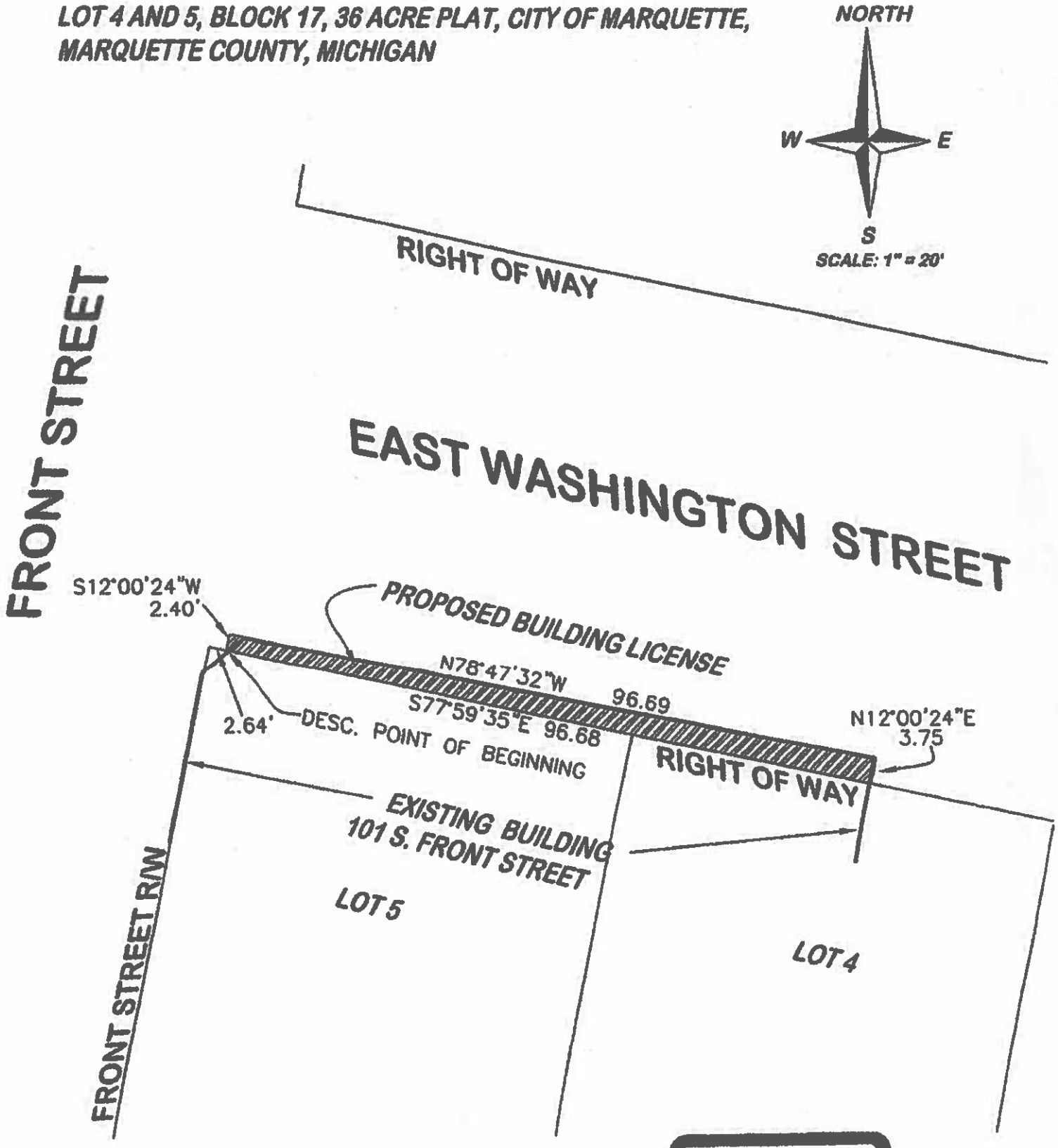
SIGNATURE

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

Signature: _____ Date: 2/10/25

PROPOSED BUILDING LICENSE

LOT 4 AND 5, BLOCK 17, 36 ACRE PLAT, CITY OF MARQUETTE, MARQUETTE COUNTY, MICHIGAN



EXHIBIT

A

CITY OF MARQUETTE
ENGINEERING DEPARTMENT
850 WEST BARAGA AVENUE
MARQUETTE, MICHIGAN
J. RINARD
MAY 25 2012

GRANT OF LICENSE

THE CITY OF MARQUETTE, a municipal corporation of 300 W. Baraga Ave., Marquette, MI 49855, ("City"), and MARQUETTE VAULT LLC, a Michigan limited liability company of 47711 Gundlach Rd, Houghton, MI 49931, "Vault," enter into this agreement on _____ _____, 2025, subject to the following conditions:

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

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

CITY OF MARQUETTE

_____
By: Jessica Hanley
Its: Mayor

_____
By: Kyle Whitney
Its: Clerk

STATE OF MICHIGAN)
)
COUNTY OF MARQUETTE)

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

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

Marquette Vault, LLC

_____
By: Jen Julien
Its:

STATE OF MICHIGAN)
)
COUNTY OF MARQUETTE)

Acknowledged before me in ~~Marquette~~ Houghton County, Michigan, on 02-28-2025, 2025, by Jen Julien, Owner of Marquette Vault LLC.

_____
Christopher Dkra, Notary Public
State of Michigan, County of ~~Marquette~~ Houghton
My Commission Expires: December 24, 2030
Acting in the County of ~~Marquette~~ Houghton

Agenda Date: 3/10/2025

Consent Agenda - Roll Call Vote
Fire Department Fee Schedule Amendment

BACKGROUND:

The fire department has been experiencing an increased misuse of the EMS system. The fee schedule amendment would allow the department to charge for misuse of EMS services in order to offset expenses incurred in responding to non-emergent EMS requests.

FISCAL EFFECT:

The "non-emergent EMS request" fee would provide $440 of revenue for four or more incidents.

RECOMMENDATION:

Approve the proposed amendment to the fire department fee schedule.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Fire Department Fee Schedule Amendment

FIRE DEPARTMENT	FY 2024 ADOPTED FEE	ESTIMATED REVENUE FY 2024	FY 2025 PROPOSED FEE	ESTIMATED REVENUE FY 2025	BREAK-EVEN FEE	NUMBER OF TRANSACTIONS
Fill Air Tanks (Breathing Apparatus)	$8.00 / bottle	$320.00	$8.00 / bottle	$320.00	$8.00	40
Fire Hose Repair	$25.00 / section	$100.00	$25.00 / section	$100.00	$100.00	4
Fire Report	$20.00 each	$200.00	$20.00 each	$200.00	$200.00	10
Non-Resident Vehicle Fire	$420.00 / hour		$440.00/ hour		$440.00	0
Foam Replacement on Any Incident:						
Class A	$20.00 / gallon		$20.00 / gallon		$20.00	0
Class B	$25.00 / gallon		$25.00 / gallon		$25.00	0
Bonfire Permit	$10.00 each	$20.00	$10.00 each	$20.00	$10.00	2
Bonfire Standby	$420.00 / hour		$440.00/ hour		$440.00	0
Charge for Fuel Spills	$420.00 / hour		$440.00/ hour		$440.00	0
Hazardous Spill Clean-Up	$420.00 / hour		$440.00/ hour		$440.00	0
EMS Coverage for Special Events	$420.00 / hour	$5,040.00	$440.00/ hour	$5,280.00	$440.00	12
Illegal Burning Response	$420.00 / hour		$440.00/ hour		$440.00	0
Cliff Rescue - Non-Resident	$420.00 / hour		$440.00/ hour		$440.00	0
Watercraft Fire - Non-Resident	$420.00 / hour		$440.00/ hour		$440.00	0
Service Charge for Arson Fire	$420.00 / hour		$440.00/ hour		$440.00	0
Water Rescue - Non-Resident	$420.00 / hour		$440.00/ hour		$440.00	0
Fire Marshal Inspections	$70.00 / hour	$5,950.00	$75.00/ hour	$6,375.00	$75.00	85
Fire Marshal Overtime Inspections	$105.00 / hour	$630.00	$110/ hour	$660.00	$110.00	6
Self Inspection Permit	$25.00		$25.00		$25.00	0
False Alarm:						
Up to 3 False Alarms	no charge		no charge			0
4 or more False Alarms	$420.00 / hour		**$440.00/ incident**		$440.00	0
Non-emergent EMS request:						
Up to 3			**no charge**			
4 or more			**$440.00/ incident**			
Public Assembly-Over Capacity Violations	$1,000.00		$1,000.00			0
Rental Property-Over Capacity Violations	$1,000.00	$2,000.00	$1,000.00	$2,000.00		2
Rental Properties:						
Long Term Rental Unit Registration/License	$125.00	$12,500.00	$130/ hour	$13,000.00	$130.00	100
Short Term Rental Unit Registration/License	$200.00	$800.00	$210/ hour	$840.00	$210.00	4
Rental Compliance Inspections (per PA 408)	$70.00 / hour	$16,410.00	$75.00/ hour		$75.00	1628(units)
Rental Fire Safety Code Appeal	$335.00		$350/ hour		$350.00	0
Fire Codes Appeal	$335.00		$350/ hour		$350.00	0
General Rental Code Violations:						
1st Offense/Rental Code	$150.00		$150.00			
2nd Offense/Rental Code	$250.00 (Civil or Criminal)		$250.00 (Civil or Criminal)			
3rd Offense/Rental Code	$500.00 (Criminal)		$500.00 (Criminal)			
General Fire or Life Safety Code Violations:						
1st Offense/Rental Code	$150.00		$150.00			
2nd Offense/Rental Code	$250.00 (Civil or Criminal)		$250.00 (Civil or Criminal)			
3rd Offense/Rental Code	$500.00 (Criminal)		$500.00 (Criminal)			

NOTE: All responses based on hourly rate will be billed in 15-minute increments with a minimum charge of 15 minutes per response/per engine. Additional costs for materials, overtime, and other associated expenses will be assessed accordingly.

Agenda Date: 3/10/2025

Consent Agenda - Roll Call Vote
KBIC Funding for the U.P. Children's Museum

BACKGROUND:

Recently the U.P. Children's Museum asked the City to serve as the fiscal pass-through agent for funding from the Keweenaw Bay Indian Community. They plan to ask the Tribe for $10,000 to go towards civic, artistic, and cultural activities. In consideration of the City agreeing to act as a pass-through, the Museum agrees to dedicate any funds from the KBIC to the purposes set forth in the attached agreement prepared by the City Attorney.

Proceeds from the Tribe's 2% gaming revenue would be used to fund the request; gaming regulations require that a local municipality serve as the fiscal agent for such awards. This payment is not allocated to the City of Marquette government, but is a contribution to the U.P. Children's Museum.

FISCAL EFFECT:

No direct cost to the City.

RECOMMENDATION:

Approve the request to act as the fiscal intermediary for KBIC funding of $10,000 for U.P. Children's Museum civic, artistic, and cultural activities, and authorize the City Manager to sign the attached Agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- U.P. Children's Museum Letter of Request
- U.P. Children's Museum Agreement

Upper Peninsula Children's Museum

123 West Baraga Avenue, Marquette, Michigan 49855 906-226-3911 fax 906-226-7065 www.upchildrensmuseum.org

February 2025

Mayor Hanley
c/o Manager Karen Kovacs
Marquette City Hall
300 W. Baraga Avenue
Marquette, Michigan 49855

Dear Mayor Hanley,

The Upper Peninsula Children's Museum would like to submit a request to the Keweenaw Bay Indian Community for its 2% disbursement through the city of Marquette and seeks the Commission's approval of such action.

The Upper Peninsula Children's Museum will be requesting $10,000 to go towards civic, artistic, and cultural activities. A full proposal outlining the Museum and its request will be submitted to the City to pass on to KBIC or can be passed on to the Tribe directly if desired. If you would like the Museum's most recent financials or 990s I am happy to pass them along.

If you need more information, I would be very happy to supply it. Thank you so much for your kind assistance.

Sincerely,

Alexandra Eisenberger

Alexandra Eisenberger
Vice President
UPCM Board of Directors

\

AGREEMENT

This Agreement is entered into this _____ day of _____, 2025, between the CITY OF MARQUETTE, a municipal body corporate, with offices located at 300 W. Baraga Avenue, Marquette, MI 49855 (hereinafter referred to as the "City"), and the UPPER PENINSULA CHILDREN'S MUSEUM, INC., a Michigan nonprofit corporation, located at 123 W. Baraga Avenue, Marquette, MI 49855 (hereinafter referred to as "Museum").

WHEREAS, the Museum provides a recreation program, which is vital in supporting youth development in our community,

WHEREAS, Marquette City Charter Section 2-14 states: "The city commission shall provide for a public recreation program for the residents of the city;" and

WHEREAS, the Marquette City Commission having determined that the activities of the Museum are a valid purpose under the Charter and is willing to enter into this Agreement with Museum for the support of its program, upon certain terms and conditions.

NOW, THEREFORE, the parties agree:

1. That for and in consideration of the payment by the City to the Museum of the sum of $10,000 from the Keweenaw Bay Indian Community, the Museum will accept said money from the City and dedicate it solely to the use of Museum programs within the City benefiting the general public.

2. That the parties further understand and agree that the payment of the sum of $10,000 by the City to the Museum as above-described is contingent upon the prior receipt by the City of the amount from the Keweenaw Bay Indian Community, and that if said payment is not received by the City, the City shall have no obligation to make the payment herein described to the Museum.

The signatories hereto certify that they are authorized to execute this document on behalf of the respective parties.

Dated: _____, 2025

_____
By: Karen M. Kovacs
Marquette City Manager

Dated: _____, 2025

Alexandra Eisenberger
_____
By: Alexandra Eisenberger, Board Vice President
Upper Peninsula Children's Museum, Inc.

Agenda Date: 3/10/2025

Consent Agenda - Roll Call Vote
Sault Ste. Marie Tribe of Chippewa Indians Funding for the U.P. Children's Museum

BACKGROUND:

Recently staff from the U.P. Children's Museum asked the City to serve as the fiscal pass-through agent for funding from the Sault Ste. Marie Tribe of Chippewa Indians. They plan to ask the Tribe for $10,000 to provide programming for civic, artistic and cultural activities. In consideration of the City agreeing to act as a pass-through, the Museum agrees to dedicate any funds from the Sault Ste. Marie Tribe to the purposes set forth in the attached agreement prepared by the City Attorney.

Proceeds from the Tribe's 2% gaming revenue would be used to fund the request; gaming regulations require that a local municipality serve as the fiscal agent for such awards. This payment is not allocated to the City of Marquette government, but is a contribution to the U.P. Children's Museum.

FISCAL EFFECT:

No direct cost to the City.

RECOMMENDATION:

Approve the request to act as the fiscal intermediary for Sault Ste. Marie Tribe funding of $10,000 for U.P. Children's Museum for civic, artistic and cultural activities, and authorize the City Manager to sign the attached Agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- U.P. Children's Museum Letter of Request
- U.P. Children's Museum Agreement

Upper Peninsula Children's Museum

123 West Baraga Avenue, Marquette, Michigan 49855 906-226-3911 fax 906-226-7065 www.upchildrensmuseum.org

February 2025

Mayor Hanley
c/o Manager Karen Kovacs
Marquette City Hall
300 W. Baraga Avenue
Marquette, Michigan 49855

Dear Mayor Hanley,

The Upper Peninsula Children's Museum would like to submit a request to the Sault Ste Marie Tribe of Chippewa Indians for its 2% disbursement through the city of Marquette and seeks the Commission's approval of such action.

The Upper Peninsula Children's Museum will be requesting $10,000 for playmaker's memberships in order to provide civic, artistic and cultural activities to the general public, including those who might not otherwise be able to afford a membership. A full proposal outlining the Museum and its request will be submitted to the city to pass on to the Sault Tribe or can be passed on to the Tribe directly if desired. If you would like the Museum's most recent financials or 990s I am happy to pass them along.

If you need more information, I would be very happy to supply it. Thank you so much for your kind assistance.

Sincerely,

Alexandra Eisenberger

Alexandra Eisenberger
Vice President
UPCM Board of Directors

\

AGREEMENT

This Agreement is entered into this _____ day of _____, 2025, between the CITY OF MARQUETTE, a municipal body corporate, with offices located at 300 W. Baraga Avenue, Marquette, MI 49855 (hereinafter referred to as the "City"), and the UPPER PENINSULA CHILDREN'S MUSEUM, INC., a Michigan nonprofit corporation, located at 123 W. Baraga Avenue, Marquette, MI 49855 (hereinafter referred to as "Museum").

WHEREAS, the Museum provides a recreation program, which is vital in supporting youth development in our community,

WHEREAS, Marquette City Charter Section 2-14 states: "The city commission shall provide for a public recreation program for the residents of the city;" and

WHEREAS, the Marquette City Commission having determined that the activities of the Museum are a valid purpose under the Charter and is willing to enter into this Agreement with Museum for the support of its program, upon certain terms and conditions.

NOW, THEREFORE, the parties agree:

1. That for and in consideration of the payment by the City to the Museum of the sum of $10,000 from the Sault Ste. Marie Tribe of Chippewa Indians, the Museum will accept said money from the City and dedicate it solely to the use of Museum programs within the City benefiting the general public.

2. That the parties further understand and agree that the payment of the sum of $10,000 by the City to the Museum as above-described is contingent upon the prior receipt by the City of the amount from the Sault Ste. Marie Tribe of Chippewa Indians, and that if said payment is not received by the City, the City shall have no obligation to make the payment herein described to the Museum.

The signatories hereto certify that they are authorized to execute this document on behalf of the respective parties.

Dated: _____, 2025

_____
By: Karen M. Kovacs
Marquette City Manager

Dated: _____, 2025

Alexandra Eisenberger
_____
By: Alexandra Eisenberger, Board Vice President
Upper Peninsula Children's Museum, Inc.

Agenda Date: 3/10/2025

Consent Agenda - Roll Call Vote
KBIC Funding for the City of Marquette Department of Community Services

BACKGROUND:

Recently the City of Marquette Department of Community Services asked the City of Marquette (City) to serve as the fiscal pass-through agent for funding from the Keweenaw Bay Indian Community. They plan to ask the Tribe for $30,000 for their Cultural Trail Interpretive Storymarker Public Art Project. In consideration of the City agreeing to act as a pass-through, the Department of Community Services agrees to dedicate any funds from the KBIC to the purposes set forth in the attached agreement prepared by the City Attorney.

Proceeds from the Tribe's 2% gaming revenue would be used to fund the request; gaming regulations require that a local municipality serve as the fiscal agent for such awards. This payment is not allocated to the City of Marquette government, but is a contribution to the Department of Community Services.

FISCAL EFFECT:

No direct cost to the City.

RECOMMENDATION:

Authorize the City to act as the fiscal intermediary for KBIC funding of $30,000 for the City of Marquette Department of Community Services for the Cultural Trail Interpretive Storymarker Public Art Project, and authorize the City Manager to sign the attached agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Marquette Office of Arts and Culture Letter of Request
- Artist Bios
- Project Expenses
- Project Example
- Storymarker Signs
- Agreement

On behalf of the City of Marquette Community Services Department, we are honored to respectfully submit this request to the Keweenaw Bay Indian Community 2% Fund in support of the **Cultural Trail Interpretive Storymarker Public Art Project**. This public art project encourages outdoor recreation along seven miles of City multi-use pathway along the shoreline. The initiative will commission thirteen original artworks by Anishinaabe artists **Sherri Loonsfoot Aldred** and **Aiyana Aldred relating to the stories of the land and people** installed on eight interpretive **Storymarkers** spanning the pathway from the **mouth of the Carp River to Presque Isle**. These markers weave together the natural, cultural, and historical narratives of the region through **public art, interpretive design, and web-hosted content encouraging exploration, recreation and curiosity**. The Storymarkers also offer an immersive experience that deepens understanding of the cultural significance of the shoreline.

This is the second Public Art Project along the Cultural Trail. Phase I of the Seven Grandfather Teachings Monument was unveiled September 2024. Phase II Ishkode is in progress and will be unveiled in summer 2026. Phase II is funded by Forecast Public Art Foundation in partnership with KBIC. We are thrilled to have Tribal Member Serene Gauthier serve on the Seven Grandfather Teaching's Monument Committee. Please see attachments for more information.

Project Description and Request for Funding

We respectfully request **$30,000** in funding to support the commissioning 13 original artworks by Anishinaabe artists Sherri Loonsfoot Aldred and Aiyana Aldred. This funding will directly support artist compensation, materials, fabrication, and installation of the artworks, along with the creation of **permanent** and **removable art panels**. Additionally, original paintings will also be available for viewing at the City's **new Cultural Trailhead**. The paintings will also be featured on the City's **Public Art Directory** and future Cultural Trail **online educational curriculum**.

The Cultural Trail is a **collaborative initiative** guided by partnerships between **Tribal, arts, environmental, cultural, economic, and educational institutions**. The project tells the story of the City's shoreline through layers of interpretation, including **public art, signage, and digital content**. The Storymarkers function both as **wayfinding elements and artistic installations**, creating gathering spaces where visitors can reflect on the stories embedded in the land. The artwork presents another interpretation layer in addition to maps, text, photographs and graphic illustrations. (SEE ATTACHED CONCEPT DRAWINGS)

Each of the eight Storymarkers will feature:

- **Thirteen permanent original artworks** by Anishinaabe artists Sherri Loonsfoot Aldred and Aiyana Aldred.
- **Five removable art panels** that allow for rotating exhibit installations and future artist commissions.
- Interpretive content developed in collaboration with **Tribal cultural bearers, historians, and environmental experts**.

- Web-hosted digital content, including **audio storytelling, educational curriculum, and virtual exhibits.**

Storymarker locations include:

1. Mouth of the Carp River – An Anishinaabe village and traditional garden site with layered histories of industry and environmental restoration.
2. Whetstone Creek – A historically significant Anishinaabe village and fishing site, recently daylighted through environmental restoration efforts.
3. Seven Grandfather Teachings Monument – A major public art installation by Anishinaabe stone carver Jason Quigno, with a second phase sculpture, Ishkode, guided by cultural bearers from KBIC, Sault Tribe, and Hannahville Indian Community.
4. Lower Harbor – Historical fishing site and former industrial site transformed into a community gathering space along the downtown harbor.
5. Lighthouse Point – A maritime campus that was once a prominent Anishiaabe village and fishing site known as "Snagging Point."
6. North Lakeshore – A restored coastal area with dunes and natural shoreline vegetation.
7. Mouth of the Dead River – A seasonal Anishinaabe village site with a rich ecological and cultural history.
8. Presque Isle – A cherished cultural landscape, historic Anishinaabe village site.

The Community Services Dept. is dedicated to supporting, facilitating, and growing an empowered and vital recreational, arts, cultural, and creative community through building partnerships and collaboration; economic development, planning, and resource building and sharing; and providing opportunities for civic engagement, outdoor recreation and education.

Our local casinos are a significant driver of social and economic activity in our region, drawing a considerable number of both U.P. residents and visitors to our area year-round for gaming, cultural activities, and the performing arts. As with many of the Office's major initiatives, the Cultural Trail will rely heavily on relationships with local partners like the casinos, extending an invitation to casino visitors to explore healthy recreational opportunities through Cultural Trail.

Assistance from 2% funding will help immensely with achieving the goals of the Project and play a key role in elevating the visibility of the Trail, ensuring its stories and artworks reach the broadest possible audience. The artwork will inspire curiosity to explore the Trail and be accessible to all types of recreation for all ages and abilities

Support from KBIC will be instrumental in ensuring **Indigenous stories and voices are represented** along Marquette's shoreline. Historically, the shoreline narrative has centered on settler and industrial histories, while the stories of Indigenous communities have remained largely unseen. The Storymarkers will provide a powerful counterbalance—highlighting

Anishinaabe presence, cultural knowledge, and ecological stewardship. By leading with these stories, the Trail will educate both residents and visitors about the historical and ongoing presence of the U.P.'s sovereign nations, celebrating those who have called this land home for generations while experiencing the great outdoors.

It is our hope that this project will assist in expanding cultural knowledge and perception of the Tribe beyond the casino to non-Natives who live and visit our area through increasing outdoor recreation Trail amenities. The Trail will serve as a bridge across geographical and societal divides, shining a light on the rich and diverse cultural contributions of the Tribe and reframing the narrative of our region's history.

The Shoreline Cultural Trail is envisioned as a **living and evolving project** with opportunities for ongoing art commissions, educational programming, and community engagement. The Community Services Department is committed to the long-term sustainability of the Cultural Trail, with a vision for expanding its reach and impact for decades to come. KBIC has been an instrumental and respected advisory partner to this project. The project enjoys widespread community support from City leadership, trail partners, cultural partners, and granting agencies, including the Michigan Native American Heritage Fund, National Endowment for the Arts, MEDC, Michigan DNR, Superior Watershed Partnership, and Innovate Marquette SmartZone. This strong foundation of support positions the project to secure additional grants and resources for future development.

The Marquette Public Art Commission (MPAC) plays a key role in sustaining the Cultural Trail. Since its establishment in 2017 through the City of Marquette's Public Art Policy, MPAC has received **an annual contribution of $30,000** to the Public Art Fund—dedicated to commissioning public art projects, promoting cultural heritage, and maintaining the City's growing Public Art Collection.

The recent DNR and MEDC grant award for the development of a **Cultural Trailhead** will further support the long-term sustainability of the project—serving as an **information hub, gallery space, and community gathering place**. Trailhead will also house the Office of Arts & Culture, providing a dedicated space for ongoing educational programming, partnerships, and community engagement tied to the Cultural Trail. This project represents a critical step in the City's commitment to **equitable cultural representation and preservation.**

Through a combination of partnerships, grant funding, and public support, the Cultural Trail is positioned not only to come to life but to thrive as a cornerstone of Marquette's cultural landscape for generations to come. We are deeply grateful for your consideration of this request and for KBIC's ongoing dedication to supporting projects that honor **Anishinaabe culture, heritage, artistry, outdoor recreation and environmental protection**. Please find the full project budget, artist bios, and visual renderings of the Storymarker designs in the attachments. We welcome the opportunity to answer any questions or provide additional information.

Miigwech for the opportunity to partner on this important initiative.

MARQUETTE SHORELINE CULTURAL TRAIL
STORYMARKER ART PANELS
ARIST BIOS

Sherri Loonsfoot-Aldred and Aiyana Aldred are a mother-daughter artistic duo whose work bridges traditional and contemporary expressions of Indigenous identity. Through independent and collaborative projects, they explore the complexities of cultural loss and reclamation, sharing their journey of reconnecting with their ancestral stories, values, and heritage. Their art reflects the beauty, resilience, and adaptability of Anishinaabe culture.

Sherri Loonsfoot-Aldred is a mixed-media painter who works with oils and water-based media. More recently, she has been exploring the integration of painting with traditional Ojibwe craftwork such as beading, birchbark, and quillwork. She is known for her vivid paintings which emphasize broader historical narratives, collective histories of honoring earth, language, connection, and our diverse relationships with land and water. She reimagines the natural forms of Upper Michigan native flora and fauna utilizing bold Woodland-style symbolism, fluid organic linework, and translucent watercolor washes.

Aiyana Aldred is a graphic designer whose modern digital artistry expands their storytelling into contemporary spaces. Through her work, she finds innovative ways to make learning language, history, and cultural teachings accessible and engaging for generations to come. By incorporating Anishinaabemowin (the Ojibwe language) into her dynamic compositions and designs, creating visually rich educational materials, and reinterpreting traditional stories through modern media, she ensures that Anishinaabe narratives are not only preserved but also evolve in ways that resonate with younger audiences seeking to balance traditional identity with contemporary life, fostering a sense of cultural pride and belonging.

Based in Marquette, MI, both members of the Keweenaw Bay Indian Community, Sherri and Aiyana actively participate in cultural revitalization efforts, using art as a means of storytelling, education, and healing. Their works have been featured in Great Lakes Indian, Fish and Wildlife Commission publications, hang in the Keweenaw Bay Indian Community courthouse, Marquette City Commission Chamber, are exhibited monthly through laser light shows on the ore dock in the lower harbor, and are part of the permanent gallery collection at Bay de Noc University. Individually and together, they create art that honors traditional Ojibwe values of reciprocity, stewardship of land and water, and the recognition that all beings share the earth in a delicate balance. Their work speaks to the ongoing impact of colonialism, acknowledging the wounds of cultural loss while celebrating the strength found in reclaiming language, customs, and life ways. Through their collaborative efforts they seek to create vibrant, relevant artwork with the intention of inspiring connection, understanding, and pride in their Anishinaabe heritage.

MARQUETTE SHORELINE CULTURAL TRAIL
STORYMARKER ART PANELS
BUDGET

FUNDING SOURCES

Sault Tribe of Chippewa Indians, 2% Funding		$ 30,000.00
Keweenaw Bay Indian Community, 2% Funding		$ 30,000.00
	TOTAL:	**$ 60,000.00**

PROJECT EXPENSES

Materials & Supplies		
Paints (acrylic, acrylic paint pens, oils ticks)		$ 2,000.00
Canvases and panels		$ 1,500.00
Brushes, tools, and other painting supplies		$ 1,000,00
Varnish, sealant, framing materials		$ 500.00
	SUBTOTAL:	**$ 5,000.00**
Signage Design		
High-resolution scanning and manufacturing, installation		$ 10,000.00
	SUBTOTAL:	**$ 10,000.00**
Labor		
Preliminary sketching and concept development		$ 5,000.00
Painting time (traditional medium)		$ 30,000.00
Digital illustration & rendering of graphic designs		$ 10,000.00
	SUBTOTAL:	**$ 45,000.00**
	TOTAL EXPENSES:	**$60,000.00**



NBWAAKAAWIN - WISDOM ZAAGIDWIN - LOVE MINADEDMOWIN - RESPECT AAKDWEIN - BRAVERY
DEBWEWIN - TRUTH DBAADWNDIZWIN - HUMILITY GWEKWAADZIWIN - HONESTY







SEVEN GRANDFATHER TEACHINGS

Top: Seven Grandfather Teachings monument with the historic ore dock structure in the background.

Middle Left: Close up of one of the stones with the native plantings surrounding the site

Middle Right: Installation of the stones

Bottom: Jason Quigno with the stone representative of 'Nbwaakaawin - Wisdom'

9.6.24 UNVEILING EVENT





200+ PEOPLE IN ATTENDANCE

despite an unseasonably cold and rainy day

Speakers:

- KBIC President Doreen Blaker
- City of Marquette Mayor Sally Davis
- City of Marquette Arts & Culture Manager Tiina Morin
- Artist Jason Quigno

Honor Song performed by the Summer Cloud Singers



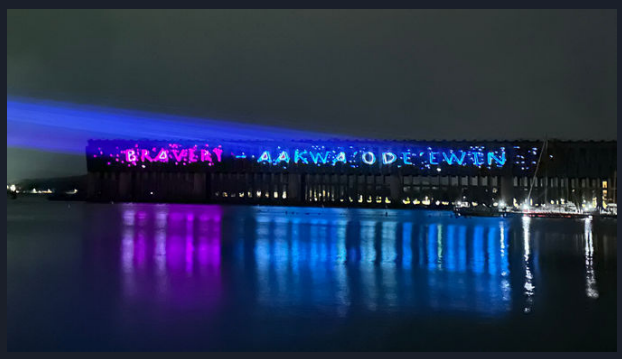




SEVEN GRANDFATHER TEACHINGS LASER LIGHT SHOW AND MUSIC

The unveiling events continued with a **Laser Light display created by Anishinaabe illustrator Aiyana Aldred,** produced by Fresh Coast Light Lab - The stories of the Seven Grandfathers were animated and projected onto the 800 foot ore dock structure in Lower Harbor.









Featuring Live Music by:
The Big Drum and Teal Lake Singers
Traditional Ojibwe songs
&
Waawiyeyaa
Anishinaabe rock band



CONTINUED ENGAGEMENT:

Keweenaw Bay Ojibwa Community College
OS110 Ojibwa Language and Culture and AR107 Ojibwa Garments classes visited the monument site on Septemeber 19th

"These guiding principles are central to the Anishinaabe way of life and culture, and our students had the chance to connect with these teachings in a powerful way."





Aankobiisinging Eshki-kakamigak
(Connection to Creation)
Valdes Limestone Stone Sculpture
Jason Quigno, 2021
On permanent display at Gerald R. Ford Intl. Airport

ISHKODE: THE FIRE

"I included some photos of another sculpture I did, so you get an idea of how it would look when finished. The one I would make in front of the ore dock would be similar in how the flames and smoke twist up to the eagles. It will not be an exact copy. I have always wanted to revisit that idea and make some improvements. The fire I make for the space won't be on a turtle it would be on a 36" tall boulder from the local area to bring it up to a total of 10 feet tall."

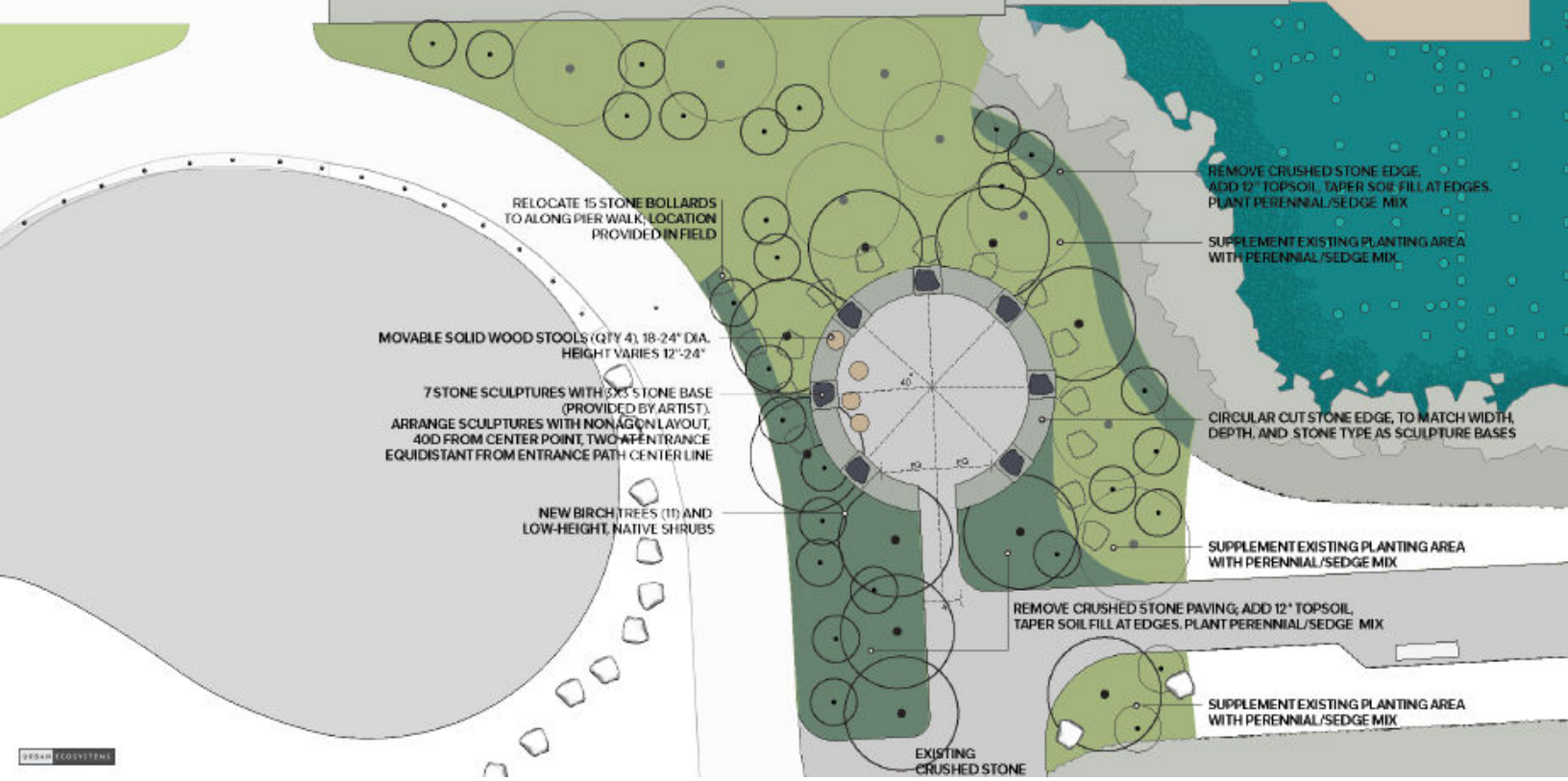
- Jason Quigno, Excerpt from Ishkode proposal



Above: Artist Jason Quigno stands next to Keweenaw Bay Indian Community President Doreen Blaker as she spoke at the unveiling event.

Below: A video on the carving process and impact of the Seven Grandfathers monument is in progress. Watch the first cut with Quigno's voiceover HERE.





TRADITIONAL ECOLOGICAL KNOWLEDGE AND ADDITIONAL SITE IMPROVEMENTS

Located at the base of the new pier in the downtown lower harbor, this site is comprised of a new outdoor space that features the Seven Grandfather Teachings Monument. The site design creates a contemplative, outdoor "gallery" for the sculptures. This is accomplished by embracing the space in a grove of native plants like birch trees, ferns, blueberry, and sedges.

- Urban Ecosystems Landscape Architects, Excerpt from the proposal packet for Cultural Trail sites.



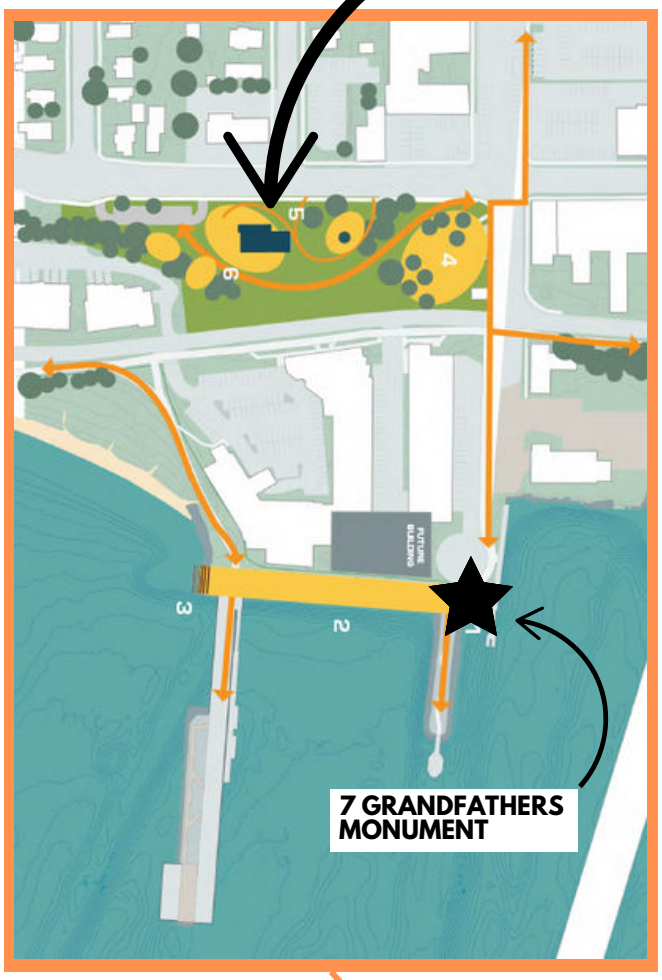




City of Marquette's

CULTURAL TRAIL AND TRAILHEAD BUILDING

To be constructed 2025

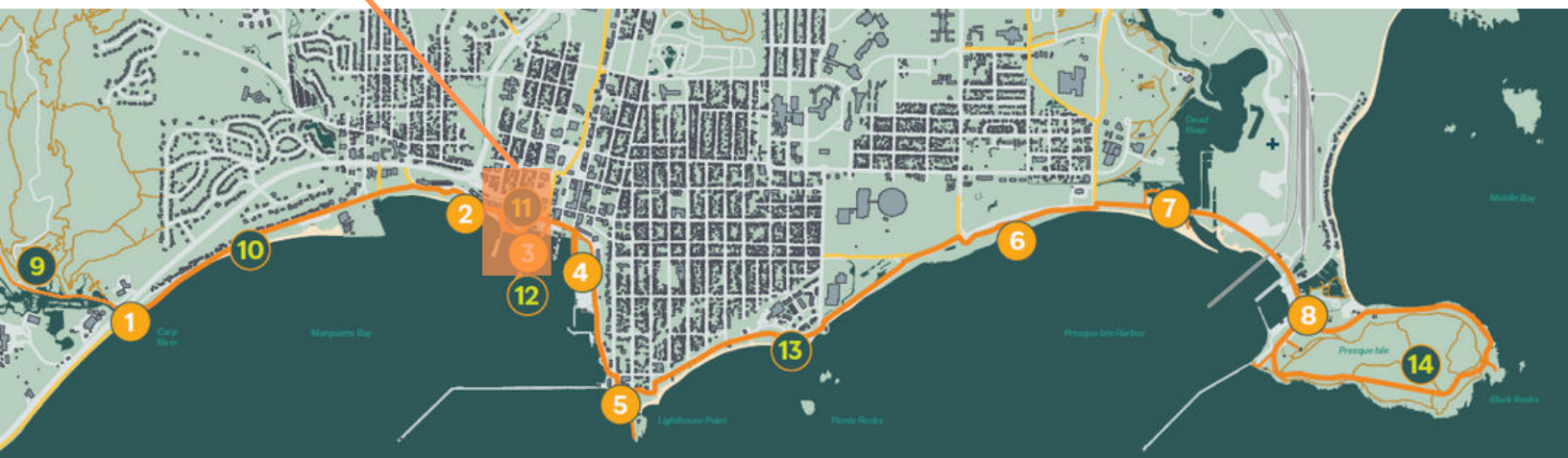


EXISTING EXTERIOR
WEST VIEW



PROPOSED EXTERIOR
WEST VIEW





The trail is located along 7 miles of the City's shoreline, from the Carp River to Presque Isle. It follows the City's multi-use trail and is planned to incorporate portions of current parks such as Mattson Park, Lighthouse Park, and Presque Isle, as well as new locations. Cultural Trail sites include:

Near Term
1. Carp River Mouth
2. Whetstone Brook
3. North Pier/7 Grandfathers
4. Mattson Park Front Porch
5. Maritime/Water Campus
6. North Shore
7. Deckver Lookout
8. Presque Isle Entrance

Future
9. Carp River Forest
10. South Beach Shoreline
11 Cultural Center Trailhead
12. Ore Dock
13. Shiras Park
14. Presque Isle

VISIT THE MQTCOMPASS.COM TO LEARN MORE ABOUT THE CITY OF MARQUETTE CULTURAL TRAIL

CLICK HERE

MARQUETTE SHORELINE CULTURAL TRAIL





FATHER MARQUETTE MONUMENT Marquette, MI

Erected in 1897, The bronze statue was sculpted in Florence, Italy, by the renowned sculptor Gaetano Trentanove. It is located in the park space near the future Cultural Trailhead builiding.



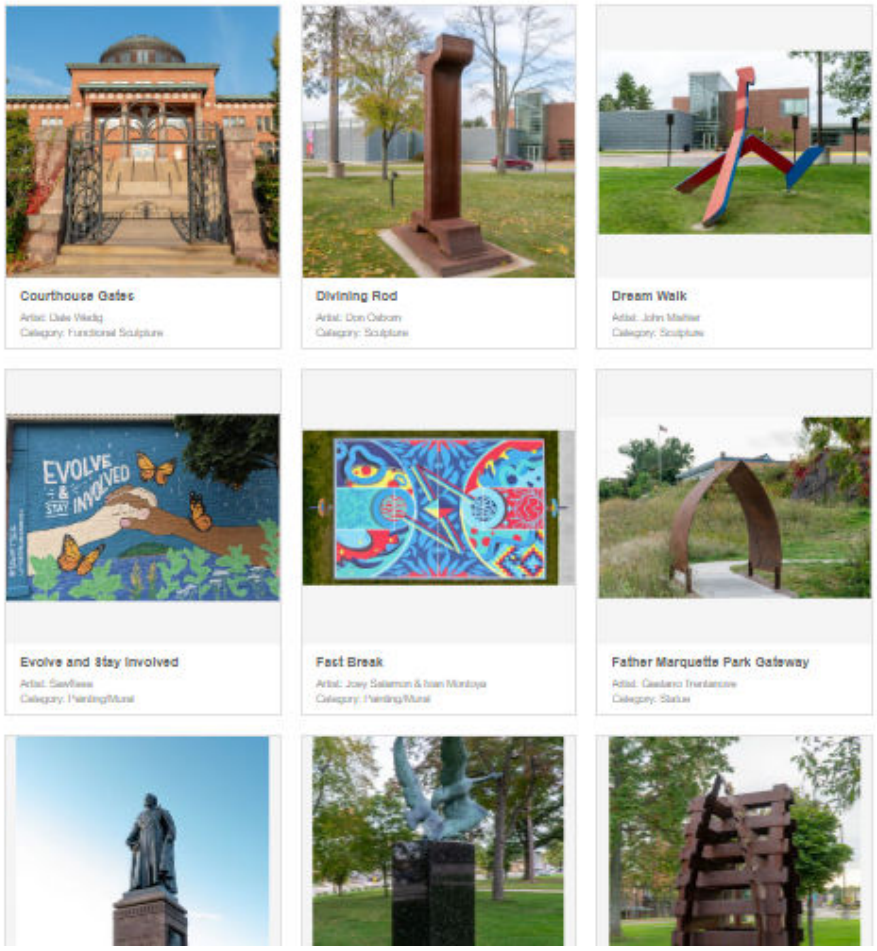




In 2013, the city collaborated with the Marquette Beautification & Preservation Committee to renew the park space and statue. As part of this effort, the reliefs at the base of the 21-foot statue were restored, including a scene depicting Father Marquette holding a cross over a group of Native people.

Father Marquette, a French Jesuit missionary, is remembered for his journeys throughout the Great Lakes and his positive relationships with Native communities, but he also symbolizes the broader history of colonization and the imposition of Christianity on Indigenous nations.



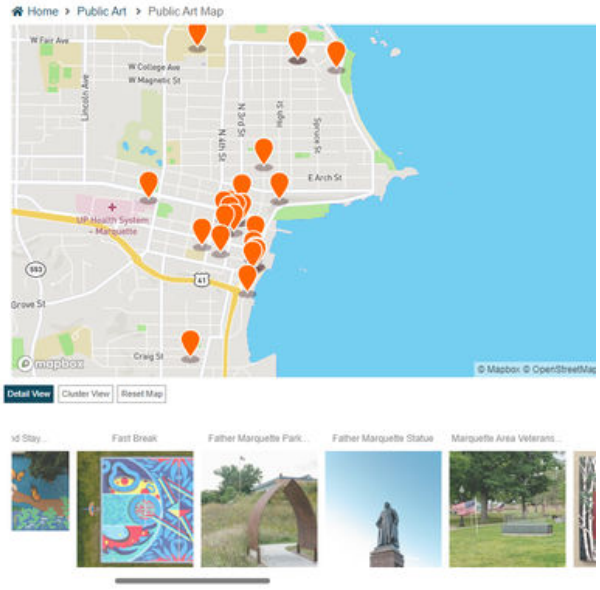


The City of Marquette
PUBLIC ART COMMISSION

The Public Art Policy was adopted in 2017 and a City Public Art Commission was established in 2018 to manage the established public art fund.

The City of Marquette also has an Office of Arts & Culture, guided by an Arts & Culture Masterplan adopted in 2014 and set to renew in 2025

Click below to explore the Public Art Directory and map.



The City of Marquette
DEPARTMENT OF PUBLIC WORKS

The city has experience overseeing large scale installations. Below are photos from the Seven Grandfather Teachings featuring artist Jason Quigno and city staff.









NEWS ARTICLES

Earned Media Highlights - Click each link for full article

International Coverage
The Shoreline, the Serendipity, the Sacred – Marquette, Michigan – Sustainable Journeys
UK based travel blog features Marquette as a culturally significant and sustainable community

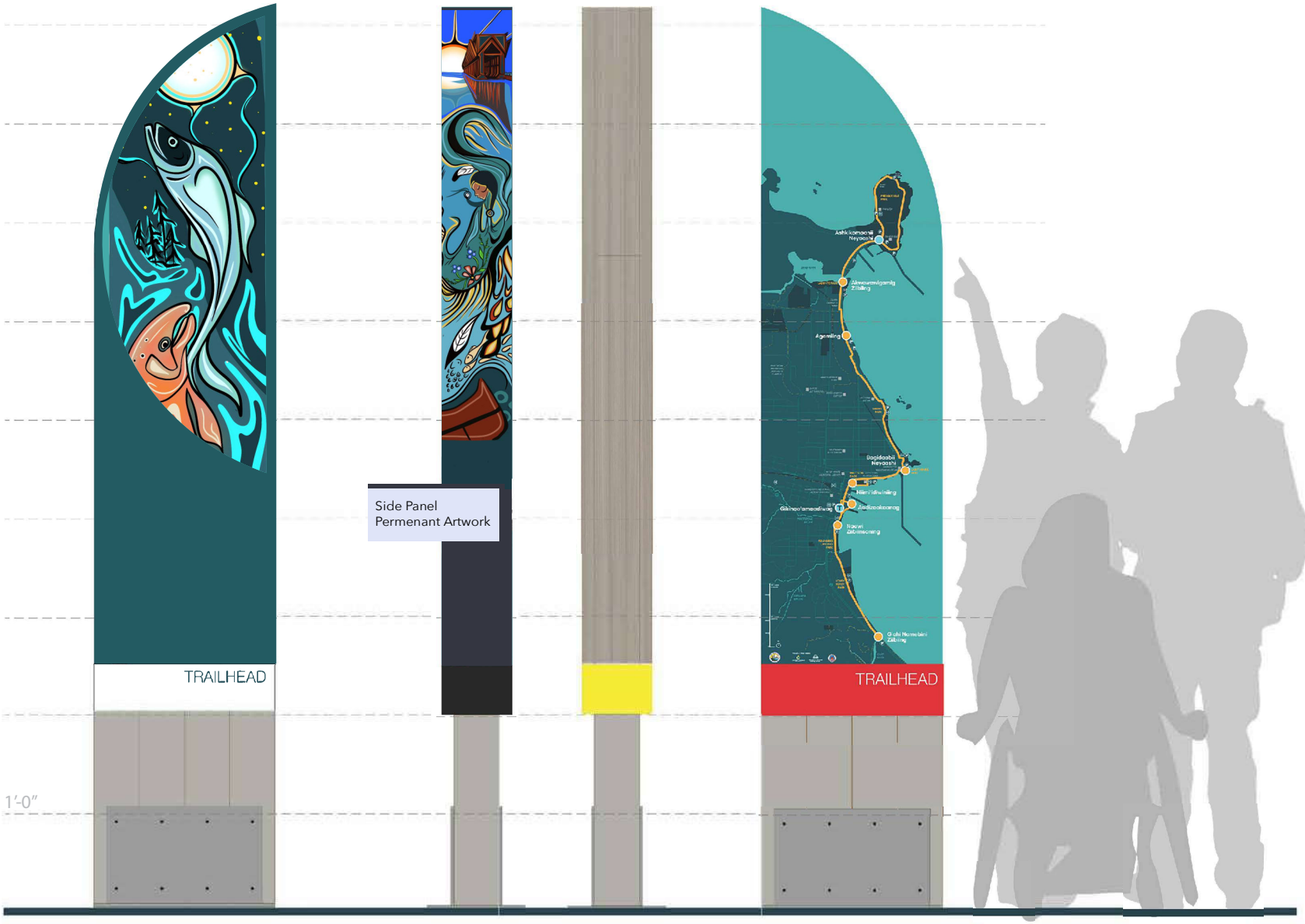
Public Comment Period for Proposed Sculpture
https://www.mqtcompass.com/opportunities/community-feedback-cultural-trail-sculpture/
In 2023, public comment was sought in review of the proposed Seven Grandfathers Teachings Sculpture. Three local news stations covered this opportunity for public feedback and the input received (over 200 responses) was wholly positive.

Regional Development Magazine Article
https://www.secondwavemedia.com/upword/features/indigenoussculpture.aspx
Regional development digital magazine Upword featured an article about the unveiling and impact of the Seven Grandfathers Teachings Sculpture

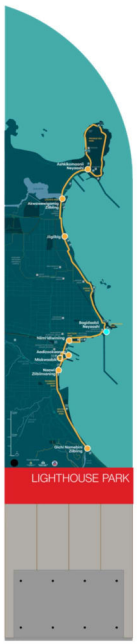
Local Paper - Front Page News
https://www.miningjournal.net/news/front-page-news/2024/09/seven-grandfather-teachings/
Among five other mentions across major Marquette media outlets, the Seven Grandfather Teachings were featured on the front page of the local newspaper, the Mining Journal.

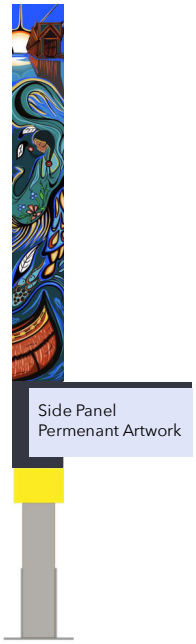
TV6 - Aired during Primetime News
New tribal statue embodies the spirit of the seven grandfather teachings. (uppermichiganssource.com)
The local news featured interviews of both the artist Jason Quigno and City Commissioner Cody Mayer who is also a Tribal Cultural Liaison for the Sault Tribe of Chippewa Indians.




Side Panel
Permenant Artwork
TRAILHEAD
TRAILHEAD
1'-0"

Pylon





Side Panel
Permenant Artwork







Half Circle Changable Artwork
Example Sketch By Sherri Loonsfoot Aldred

AGREEMENT

This Agreement is entered into this _____ day of _____, 2025, between the CITY OF MARQUETTE, a municipal corporation, with offices located at 300 W. Baraga Avenue, Marquette, MI 49855 (hereinafter referred to as the "City"), and the CITY OF MARQUETTE DEPARTMENT OF COMMUNITY SERVICES, a department of the CITY OF MARQUETTE, located at 300 W. Baraga Avenue, Marquette, MI 49855 (hereinafter referred to as "Community Services");

WHEREAS, Community Services provides a public recreation program for the residents of the City pursuant to Marquette City Charter Section 2-14; and

WHEREAS, the Marquette City Commission has determined that the request of Community Services supports Community Service's ability to provide a public recreation program for the residents of the City.

NOW, THEREFORE, the parties agree:

1. That for and in consideration of the payment by the City to Community Services in the sum of $30,000 from the Keweenaw Bay Indian Community, Community Services will accept said money from the City to assist the City in carrying out its obligation to provide a public recreation program for its residents.

2. That the parties further understand and agree that the payment of the sum of $30,000 by the City to Community Services as above-described is contingent upon the prior receipt by the City of the amount from the Keweenaw Bay Indian Community, and that if said payment is not received by the City, the City shall have no obligation to make the payment herein described to Community Services.

The signatories hereto certify that they are authorized to execute this document on behalf of the respective parties.

Dated: _____

_____
By: Karen M. Kovacs
Marquette City Manager

Dated: 3-6-25

_____
By: Jon Swenson
City of Marquette Director of Community Services

Agenda Date: 3/10/2025

Consent Agenda - Roll Call Vote
Sault Ste. Marie Tribe of Chippewa Indians Funding for the City of Marquette Department of Community Services

BACKGROUND:

Recently the City of Marquette Department of Community Services asked the City of Marquette (City) to serve as the fiscal pass-through agent for funding from the Sault Ste. Marie Tribe of Chippewa Indians. They plan to ask the Tribe for $30,000 for the Cultural Trail Interpretive Storymarker Public Art Project. In consideration of the City agreeing to act as a pass-through, the Department of Community Services agrees to dedicate any funds from the KBIC to the purposes set forth in the attached agreement prepared by the City Attorney.

Proceeds from the Tribe's 2% gaming revenue would be used to fund the request; gaming regulations require that a local municipality serve as the fiscal agent for such awards. This payment is not allocated to the City of Marquette government, but is a contribution to the Department of Community Services.

FISCAL EFFECT:

No direct cost to the City.

RECOMMENDATION:

Authorize the City to act as the fiscal intermediary for Sault Ste. Marie Tribe of Chippewa Indians funding of $30,000 for the City of Marquette Department of Community Services for the Cultural Trail Interpretive Storymarker Public Art Project, and authorize the City Manager to sign the attached agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Marquette Office of Arts and Culture Letter of Request
- Artist Bios
- Project Expenses
- Project Example
- Storymarker Signs

- Agreement

Sault Ste. Marie Tribe of Chippewa Indians

523 Ashmun Street, Sault Ste. Marie, MI 49783
Contact Person: Latisha Willette
Phone: (906) 635-6050 ext: 26310
Fax: (906) 632-6587
Email: lwillette2@saulttribe.net

2% Funding Request

Under the current agreement with the State of Michigan for gaming revenue sharing, 2% of the Tribe's gaming revenue is set aside and made available to **local units of government** as determined by the Sault Ste. Marie Tribe of Chippewa Indians.

Sault Tribe requests involvement on projects responsible to government entities. Please describe the request that you would like presented to the Tribal Board for consideration. Upon completion of this form, please submit to your appropriate governmental agency for an authorized signature and documentation indicating governmental support for the project. If a governmental support letter is not included, the application will not be considered for 2% revenue share. **

Request submitted by (Unit of Government) _____

Authorized Agent's Signature: _____Phone #906-228-0460

Print Agent's Name: _____ Tax ID#: _____

Address: 300 West Baraga Avenue_____ City: _____Marquette_____

Zip: 49855_____County: _Marquette County_ Sault Tribe Unit #_____

****Attach a copy of the Resolution or Memorandum indicating governmental support (Required)**

Project Name: Cultural Trail Interpretive Storymarker Public Art Project

Project Agency: City of Marquette _ Project Supervisor: Jon Swenson, Community Services Director

Address (if different from above): _____

Contact Telephone Number(s): _906-228-0460_____Email: jswenson@marquettemi.gov

Project Cost: $60,000_____ Amount requested: $30,000____ Other matching funds: $30,000 Requested from KBIC__(Over $200,000 additional dollars provided for entire project through the City Public Art Fund, NEA, SWP, Michigan Native Heritage Fund and SmartZone____

Has this project been previously submitted for consideration? NO If so, When? _____

Was this project funded in the past? NO_____ Amount: $ _____ When:

Please give a description of the project, providing as much detail as possible. *Attach the full project budget, outline, and any other additional pages, including pictures, brochures or pamphlets*:

On behalf of the City of Marquette Community Services Department, we are honored to respectfully submit this request to the Sault Ste. Marie Tribe of Chippewa Indians 2% Fund in support of the **Cultural Trail Interpretive Storymarker Public Art Project**. This public art project encourages outdoor recreation along seven miles of City multi-use pathway and shoreline. The initiative will commission thirteen original artworks by Anishinaabe artists **Sherri Loonsfoot Aldred** and **Aiyana Aldred relating to the stories of the land and people** installed on eight **Storymarkers** spanning the pathway from the **mouth of the Carp River to Presque Isle**. These markers weave together the natural, cultural, and historical narratives of the region through **public art, interpretive design, and web-hosted content encouraging exploration, recreation and curiosity**. The Storymarkers also offer an immersive experience that deepens understanding of the cultural significance of the shoreline.

This is the second Public Art Project along the Cultural Trail. Phase I of the Seven Grandfather Teachings Monument was unveiled September 2024. Phase II Ishkode is in progress and will be unveiled summer 2026. We are thrilled to have Honorable Vice Chair Tyler LaPlaunt serve on the Seven Grandfather Teachings Monument Committee. Please see attachments for more information.

Project Description and Request for Funding

We respectfully request **$30,000** in funding to support the commissioning of original artworks by Anishinaabe artists Sherri Loonsfoot Aldred and Aiyana Aldred. This funding will directly support artist compensation, materials, fabrication, and installation of the artworks, along with the creation of **permanent** and **removable art panels**. Additionally, original paintings will be available for viewing at the City's **new Cultural Trailhead.** The paintings will also be featured on the City's **Public Art Directory** and future Cultural Trail **online educational curriculum**.

The Shoreline Cultural Trail is a **collaborative initiative** guided by partnerships between **Tribal, arts, environmental, cultural, economic, and educational institutions**. The project tells the story of the City's shoreline through layers of interpretation, including **public art, signage, and digital content**. The Storymarkers function both as **wayfinding elements and artistic installations**, creating gathering spaces where visitors can reflect on the stories embedded in the land. The artwork presents another interpretation layer in addition to maps, text, photographs and graphic illustrations. (SEE ATTACHED CONCEPT DRAWINGS)

Each of the eight Storymarkers will feature:

- **Thirteen permanent original artworks** by Anishinaabe artists Sherri Loonsfoot Aldred and Aiyana Aldred.
- **Five removable art panels** that allow for rotating exhibit installations and future artist commissions.
- Interpretive content developed in collaboration with **Tribal cultural bearers, historians, and environmental experts**.

- Web-hosted digital content, including **audio storytelling, educational curriculum, and virtual exhibits**.

Locations of Storymarkers (see attachments)

1. Mouth of the Carp River – An Anishinaabe village and traditional garden site with layered histories of industry and environmental restoration.
2. Whetstone Creek – A historically significant Anishinaabe village and fishing site, recently daylighted through environmental restoration efforts.
3. Seven Grandfather Teachings Monument – A major public art installation by Anishinaabe stone carver Jason Quigno, with a second phase sculpture, Ishkode, guided by cultural bearers from KBIC, Sault Tribe, and Hannahville Indian Community.
4. Lower Harbor – Historical fishing site and former industrial site transformed into a community gathering space along the downtown harbor.
5. Lighthouse Point – A maritime campus that was once a prominent Anishiaabe village and fishing site known as "Snagging Point."
6. North Lakeshore – A restored coastal area with dunes and natural shoreline vegetation.
7. Mouth of the Dead River – A seasonal Anishinaabe village site with a rich ecological and cultural history.
8. Presque Isle – A cherished cultural landscape, historic Anishinaabe village site.

Please describe how the existence of a casino has impacted the project or service of which this application represents.

The Community Services Department is dedicated to supporting, facilitating, and growing an empowered and vital arts, cultural, and creative community through building partnerships and collaboration; economic development, planning, and resource building and sharing; and providing opportunities for civic engagement, outdoor recreation and education.

Our local casinos are a significant driver of social and economic activity in our region, drawing a considerable number of both U.P. residents and visitors to our area year-round for gaming, cultural activities, and the performing arts. As with many of the Office's major initiatives, the Cultural Trail will rely heavily on relationships with local partners like the casinos and extend an invitation to casino visitors to explore the nearby recreational opportunities through the Cultural Trail.

Assistance from 2% funding will help to achieve the goals of the Project and play a key role in elevating the visibility of the Trail, ensuring its stories and artworks reach the broadest possible audience. Accessibility is a key component of the Trail and encourages all types of recreation for all ages and abilities

Please give a description of how 2% funding will assist in alleviating the impact generated by the local casino.

Not only will the Trail **encourage healthy outdoor recreation but do while expanding cultural knowledge and perception of the Tribe beyond the casino to non-Natives who live and visit our area.** The Trail will serve as a bridge across geographical and societal divides, shining a light on the rich and diverse cultural contributions of the Tribe and reframing the narrative of our region's history.

Support from Sault Ste. Marie Tribe of Chippewa Indians will be instrumental in ensuring **Indigenous stories and voices are represented** along Marquette's shoreline. Historically, the shoreline narrative has centered on settler and industrial histories, while the stories of Indigenous communities have remained largely unseen. The Storymarkers will provide a powerful counterbalance—highlighting **Anishinaabe presence, cultural knowledge, and ecological stewardship**. By leading with these stories, the Trail will educate both residents and visitors about the historical and ongoing presence of the U.P.'s sovereign nations, celebrating those who have called this land home for generations.

Explain the plans for this project's sustainability if funded:

The Shoreline Cultural Trail is envisioned as a **living and evolving project** with opportunities for ongoing art commissions, educational programming, and community engagement. The Community Services Department is committed to the long-term sustainability of the Cultural Trail, with a vision for expanding its reach and impact for decades to come. The project enjoys widespread community support from City leadership, Tribal communities, and cultural partners. Funding for this project has also been provided by Michigan Native American Heritage Fund, National Endowment for the Arts, MEDC, Michigan DNR, Superior Watershed Partnership, and Innovate Marquette SmartZone. This strong foundation of support positions the project to secure additional grants and resources for future development.

The Marquette Public Art Commission (MPAC) plays a key role in sustaining the Cultural Trail. Since its establishment in 2017 through the City of Marquette's Public Art Policy, MPAC has received **an annual contribution of $30,000** to the Public Art Fund—dedicated to commissioning public art projects, promoting cultural heritage, and maintaining the City's growing Public Art Collection.

The recent DNR and MEDC grant award for the development of a **Cultural Trailhead** will further support the long-term sustainability of the project—serving as an **information hub, gallery space, and community gathering place**. Trailhead will also house Community Services, Arts & Culture Division, providing a dedicated space for ongoing recreational opportunities, wayfinding, educational programming, partnerships, and community engagement tied to the Cultural Trail. This project represents a critical step in the City's commitment to **equitable cultural representation and preservation.**

Through a combination of partnerships, grant funding, and public support, the Cultural Trail is positioned not only to come to life but to thrive as a cornerstone of Marquette's cultural landscape for generations to come. We are deeply grateful for your consideration of this request and for Sault Ste Marie Tribe of Chippewa Indian's ongoing dedication to supporting projects that honor **Anishinaabe culture, heritage, artistry and outdoor recreation**.

Please find the full project budget, artist bios, and visual renderings of the Storymarker designs in the attachments. Miigwech for this opportunity to partner on this unique initiative.

Projects are awarded funding based on a number of factors; the availability of funds at the end of each 2% cycle, the project merit, and the potential benefit to communities. There may be other factors considered as well; i.e. project sustainability.

Please be prepared for further inquiries by having a complete copy of your project application readily available. Applications must be received no later than March 31st for the Spring Distribution Cycle and September 30th for the Fall Distribution Cycle.

Date submitted: _____

DO NOT WRITE BELOW THIS LINE - FOR TRIBAL USE ONLY

Date Received by Tribe: _____ Received by: _____

Method of submission: ___ US Mail ____ Fed Ex / UPS or DHL ____ Fax ____ Email

Approved / Not Approved (Circle One)

Unit # _____ Unit Director's Initials _____ _____ _____ _____ _____

Date Approved: _____ Amount Approved: $_____

MARQUETTE SHORELINE CULTURAL TRAIL
STORYMARKER ART PANELS
ARIST BIOS

Sherri Loonsfoot-Aldred and Aiyana Aldred are a mother-daughter artistic duo whose work bridges traditional and contemporary expressions of Indigenous identity. Through independent and collaborative projects, they explore the complexities of cultural loss and reclamation, sharing their journey of reconnecting with their ancestral stories, values, and heritage. Their art reflects the beauty, resilience, and adaptability of Anishinaabe culture.

Sherri Loonsfoot-Aldred is a mixed-media painter who works with oils and water-based media. More recently, she has been exploring the integration of painting with traditional Ojibwe craftwork such as beading, birchbark, and quillwork. She is known for her vivid paintings which emphasize broader historical narratives, collective histories of honoring earth, language, connection, and our diverse relationships with land and water. She reimagines the natural forms of Upper Michigan native flora and fauna utilizing bold Woodland-style symbolism, fluid organic linework, and translucent watercolor washes.

Aiyana Aldred is a graphic designer whose modern digital artistry expands their storytelling into contemporary spaces. Through her work, she finds innovative ways to make learning language, history, and cultural teachings accessible and engaging for generations to come. By incorporating Anishinaabemowin (the Ojibwe language) into her dynamic compositions and designs, creating visually rich educational materials, and reinterpreting traditional stories through modern media, she ensures that Anishinaabe narratives are not only preserved but also evolve in ways that resonate with younger audiences seeking to balance traditional identity with contemporary life, fostering a sense of cultural pride and belonging.

Based in Marquette, MI, both members of the Keweenaw Bay Indian Community, Sherri and Aiyana actively participate in cultural revitalization efforts, using art as a means of storytelling, education, and healing. Their works have been featured in Great Lakes Indian, Fish and Wildlife Commission publications, hang in the Keweenaw Bay Indian Community courthouse, Marquette City Commission Chamber, are exhibited monthly through laser light shows on the ore dock in the lower harbor, and are part of the permanent gallery collection at Bay de Noc University. Individually and together, they create art that honors traditional Ojibwe values of reciprocity, stewardship of land and water, and the recognition that all beings share the earth in a delicate balance. Their work speaks to the ongoing impact of colonialism, acknowledging the wounds of cultural loss while celebrating the strength found in reclaiming language, customs, and life ways. Through their collaborative efforts they seek to create vibrant, relevant artwork with the intention of inspiring connection, understanding, and pride in their Anishinaabe heritage.

MARQUETTE SHORELINE CULTURAL TRAIL
STORYMARKER ART PANELS
BUDGET

FUNDING SOURCES

Sault Tribe of Chippewa Indians, 2% Funding		$ 30,000.00
Keweenaw Bay Indian Community, 2% Funding		$ 30,000.00
	TOTAL:	**$ 60,000.00**

PROJECT EXPENSES

Materials & Supplies		
Paints (acrylic, acrylic paint pens, oils ticks)		$ 2,000.00
Canvases and panels		$ 1,500.00
Brushes, tools, and other painting supplies		$ 1,000,00
Varnish, sealant, framing materials		$ 500.00
	SUBTOTAL:	**$ 5,000.00**
Signage Design		
High-resolution scanning and manufacturing, installation		$ 10,000.00
	SUBTOTAL:	**$ 10,000.00**
Labor		
Preliminary sketching and concept development		$ 5,000.00
Painting time (traditional medium)		$ 30,000.00
Digital illustration & rendering of graphic designs		$ 10,000.00
	SUBTOTAL:	**$ 45,000.00**
	TOTAL EXPENSES:	**$60,000.00**



NBWAAKAAWIN - WISDOM ZAAGIDWIN - LOVE MINADEDMOWIN - RESPECT AAKDWEIN - BRAVERY
DEBWEWIN - TRUTH DBAADWNDIZWIN - HUMILITY GWEKWAADZIWIN - HONESTY







SEVEN GRANDFATHER TEACHINGS

Top: Seven Grandfather Teachings monument with the historic ore dock structure in the background.

Middle Left: Close up of one of the stones with the native plantings surrounding the site

Middle Right: Installation of the stones

Bottom: Jason Quigno with the stone representative of 'Nbwaakaawin - Wisdom'

9.6.24 UNVEILING EVENT





200+ PEOPLE IN ATTENDANCE

despite an unseasonably cold and rainy day

Speakers:

- KBIC President Doreen Blaker
- City of Marquette Mayor Sally Davis
- City of Marquette Arts & Culture Manager Tiina Morin
- Artist Jason Quigno

Honor Song performed by the Summer Cloud Singers



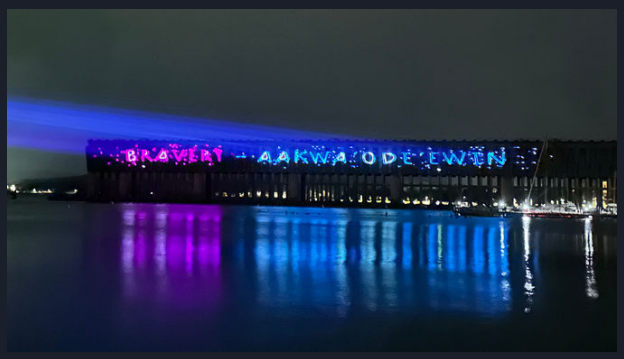




SEVEN GRANDFATHER TEACHINGS LASER LIGHT SHOW AND MUSIC

The unveiling events continued with a **Laser Light display created by Anishinaabe illustrator Aiyana Aldred,** produced by Fresh Coast Light Lab - The stories of the Seven Grandfathers were animated and projected onto the 800 foot ore dock structure in Lower Harbor.









Featuring Live Music by:
The Big Drum and Teal Lake Singers
Traditional Ojibwe songs
&
Waawiyeyaa
Anishinaabe rock band



CONTINUED ENGAGEMENT:

Keweenaw Bay Ojibwa Community College
OS110 Ojibwa Language and Culture and AR107 Ojibwa Garments classes visited the monument site on Septemeber 19th

"These guiding principles are central to the Anishinaabe way of life and culture, and our students had the chance to connect with these teachings in a powerful way."





Aankobiisinging Eshki-kakamigak
(Connection to Creation)
Valdes Limestone Stone Sculpture
Jason Quigno, 2021
On permanent display at Gerald R. Ford Intl. Airport

ISHKODE: THE FIRE

"I included some photos of another sculpture I did, so you get an idea of how it would look when finished. The one I would make in front of the ore dock would be similar in how the flames and smoke twist up to the eagles. It will not be an exact copy. I have always wanted to revisit that idea and make some improvements. The fire I make for the space won't be on a turtle it would be on a 36" tall boulder from the local area to bring it up to a total of 10 feet tall."

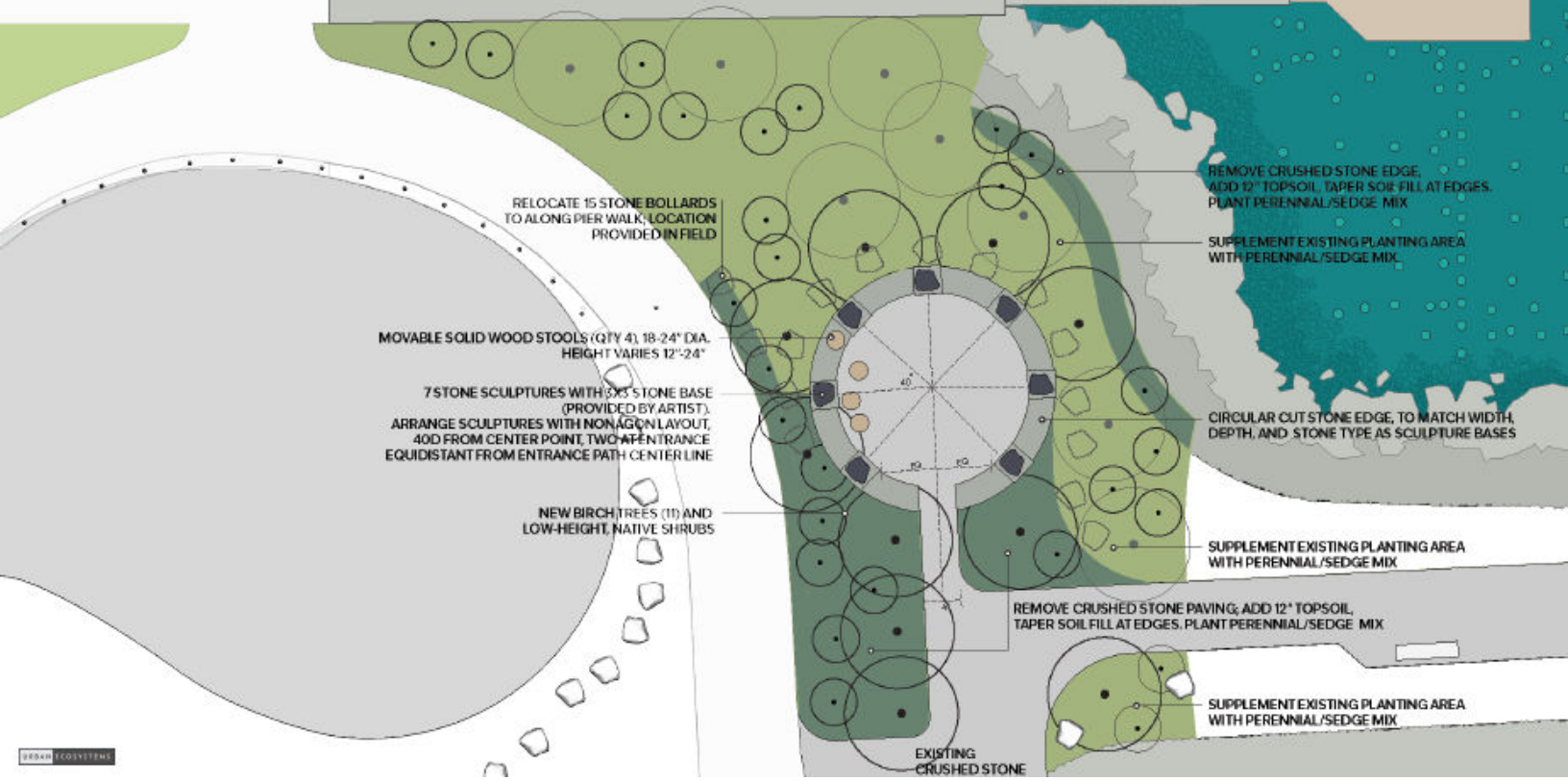
- Jason Quigno, Excerpt from Ishkode proposal



Above: Artist Jason Quigno stands next to Keweenaw Bay Indian Community President Doreen Blaker as she spoke at the unveiling event.

Below: A video on the carving process and impact of the Seven Grandfathers monument is in progress. Watch the first cut with Quigno's voiceover HERE.





TRADITIONAL ECOLOGICAL KNOWLEDGE AND ADDITIONAL SITE IMPROVEMENTS

Located at the base of the new pier in the downtown lower harbor, this site is comprised of a new outdoor space that features the Seven Grandfather Teachings Monument. The site design creates a contemplative, outdoor "gallery" for the sculptures. This is accomplished by embracing the space in a grove of native plants like birch trees, ferns, blueberry, and sedges.

- Urban Ecosystems Landscape Architects, Excerpt from the proposal packet for Cultural Trail sites.



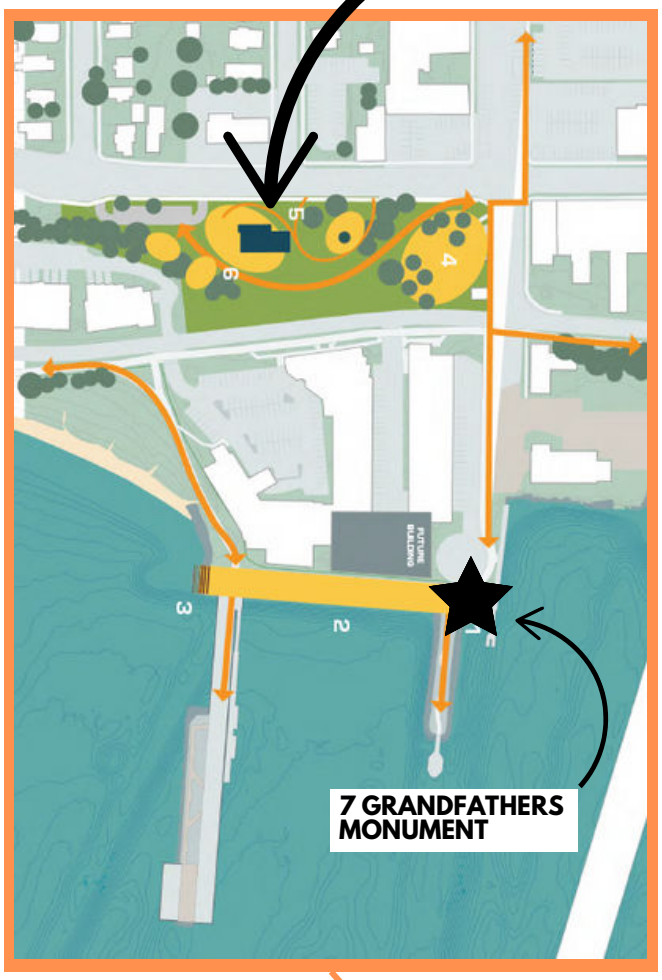




City of Marquette's

CULTURAL TRAIL AND TRAILHEAD BUILDING

To be constructed 2025

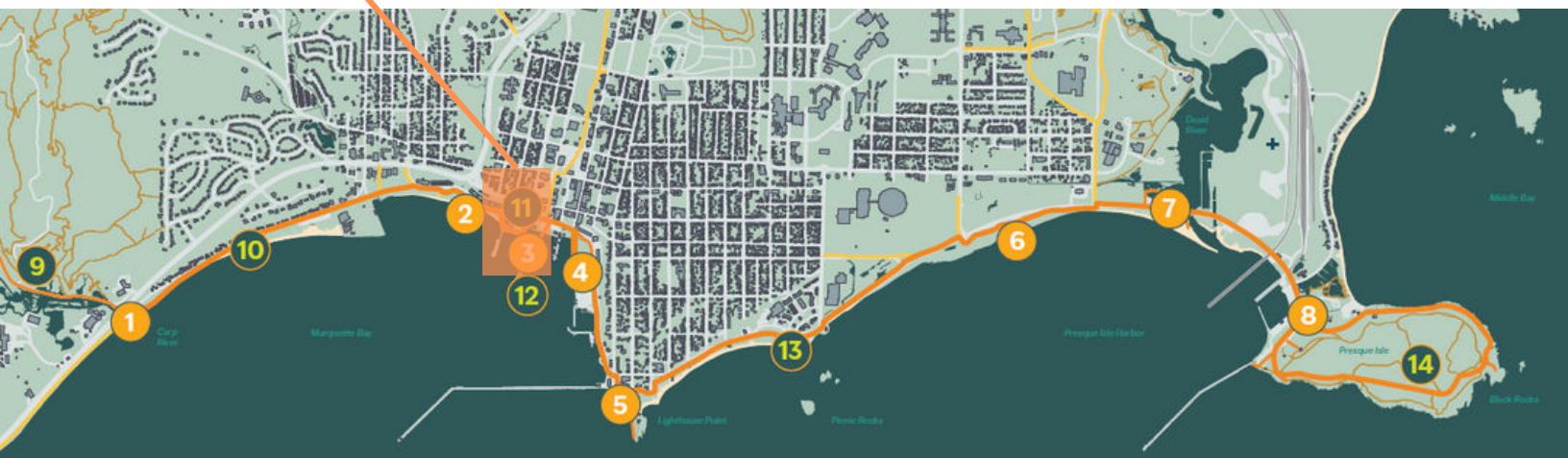


EXISTING EXTERIOR
WEST VIEW



PROPOSED EXTERIOR
WEST VIEW





The trail is located along 7 miles of the City's shoreline, from the Carp River to Presque Isle. It follows the City's multi-use trail and is planned to incorporate portions of current parks such as Mattson Park, Lighthouse Park, and Presque Isle, as well as new locations. Cultural Trail sites include:

Near Term
1. Carp River Mouth
2. Whetstone Brook
3. North Pier/ 7 Grandfathers
4. Mattson Park Front Porch
5. Maritime/Water Campus
6. North Shore
7. Deer River Estuary
8. Presque Isle Entrance

Future
9. Carp River Forest
10. South Beach Shoreline
11 Cultural Center Trailhead
12. Ore Dock
13. Shiras Park
14. Presque Isle

VISIT THE MQTCOMPASS.COM TO LEARN MORE ABOUT THE CITY OF MARQUETTE CULTURAL TRAIL

CLICK HERE

MARQUETTE SHORELINE CULTURAL TRAIL





FATHER MARQUETTE MONUMENT Marquette, MI

Erected in 1897, The bronze statue was sculpted in Florence, Italy, by the renowned sculptor Gaetano Trentanove. It is located in the park space near the future Cultural Trailhead builiding.



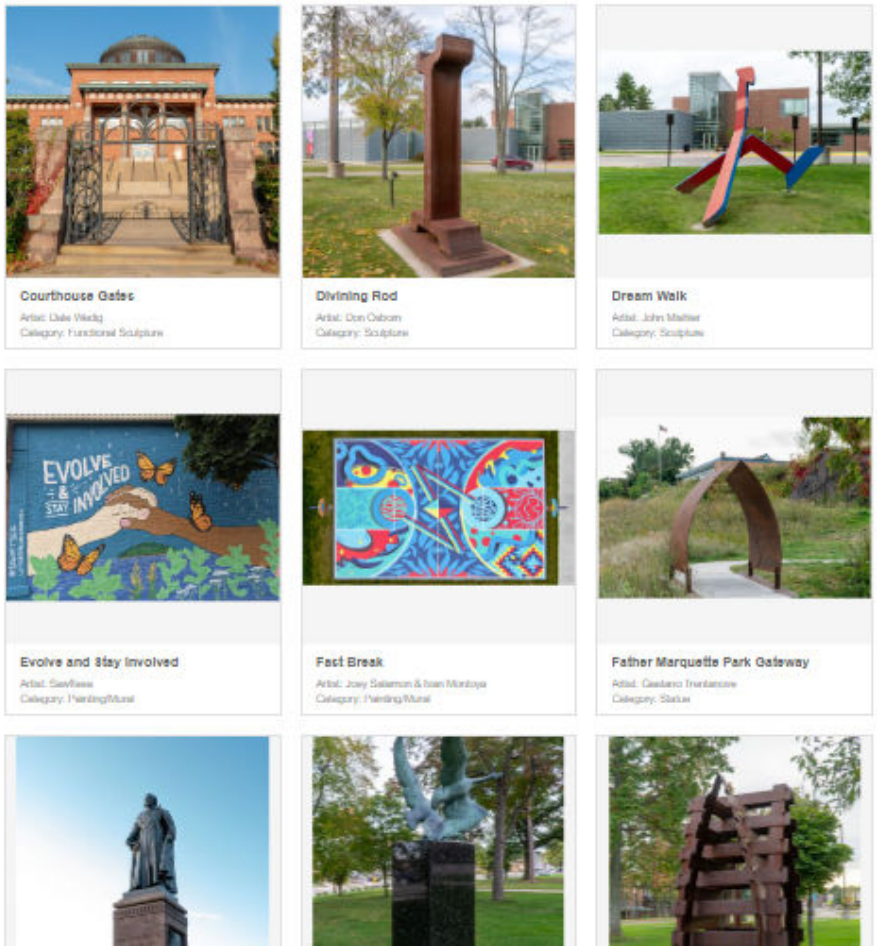




In 2013, the city collaborated with the Marquette Beautification & Preservation Committee to renew the park space and statue. As part of this effort, the reliefs at the base of the 21-foot statue were restored, including a scene depicting Father Marquette holding a cross over a group of Native people.

Father Marquette, a French Jesuit missionary, is remembered for his journeys throughout the Great Lakes and his positive relationships with Native communities, but he also symbolizes the broader history of colonization and the imposition of Christianity on Indigenous nations.



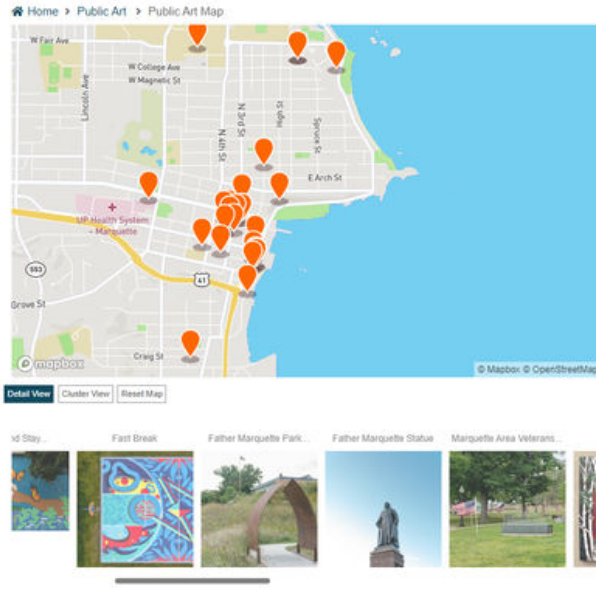


The City of Marquette
PUBLIC ART COMMISSION

The Public Art Policy was adopted in 2017 and a City Public Art Commission was established in 2018 to manage the established public art fund.

The City of Marquette also has an Office of Arts & Culture, guided by an Arts & Culture Masterplan adopted in 2014 and set to renew in 2025

Click below to explore the Public Art Directory and map.



The City of Marquette
DEPARTMENT OF PUBLIC WORKS

The city has experience overseeing large scale installations. Below are photos from the Seven Grandfather Teachings featuring artist Jason Quigno and city staff.









NEWS ARTICLES

Earned Media Highlights - Click each link for full article

International Coverage
The Shoreline, the Serendipity, the Sacred – Marquette, Michigan – Sustainable Journeys
UK based travel blog features Marquette as a culturally significant and sustainable community

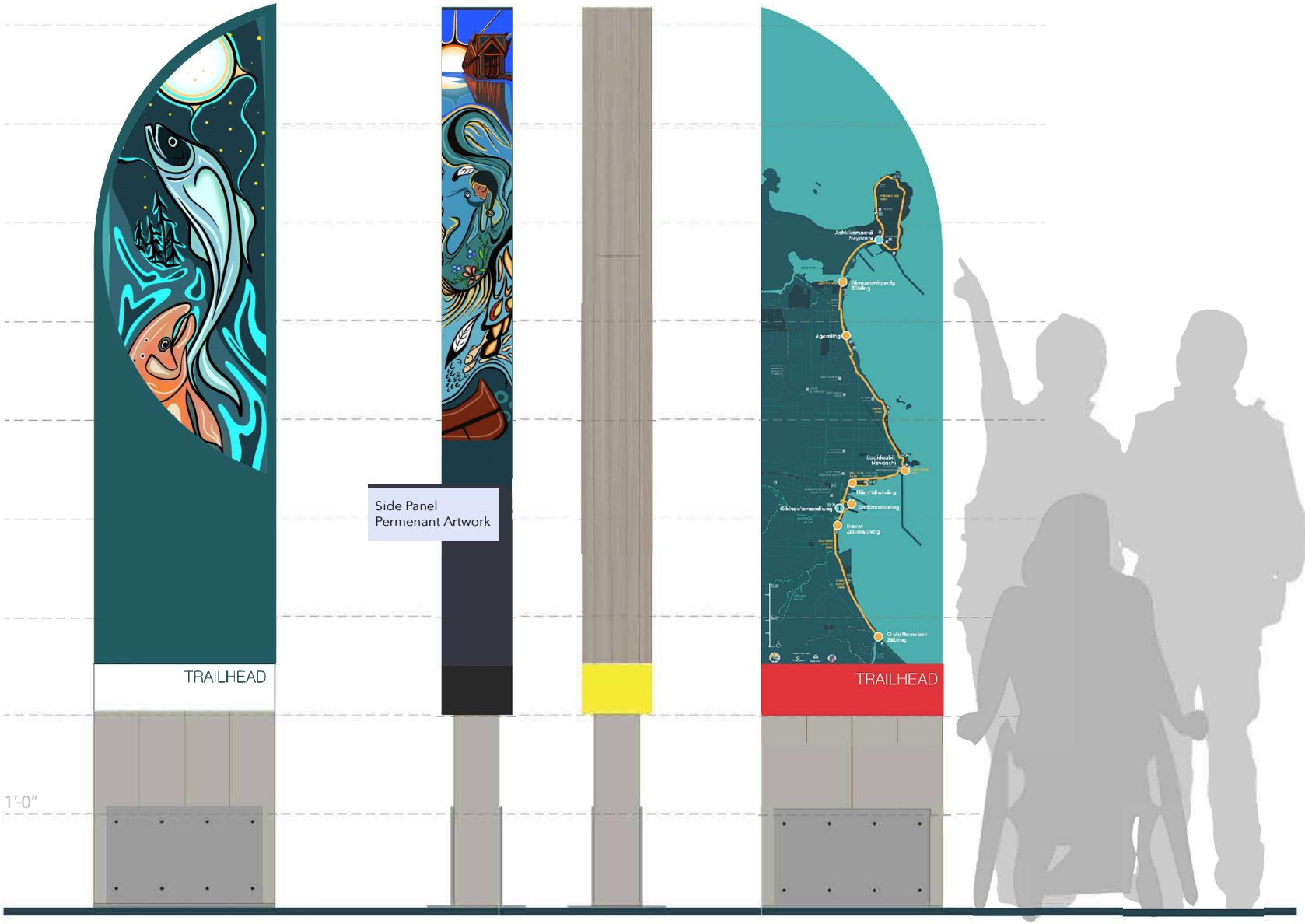
Public Comment Period for Proposed Sculpture
https://www.mqtcompass.com/opportunities/community-feedback-cultural-trail-sculpture/
In 2023, public comment was sought in review of the proposed Seven Grandfathers Teachings Sculpture. Three local news stations covered this opportunity for public feedback and the input received (over 200 responses) was wholly positive.

Regional Development Magazine Article
https://www.secondwavemedia.com/upword/features/indigenoussculpture.aspx
Regional development digital magazine Upword featured an article about the unveiling and impact of the Seven Grandfathers Teachings Sculpture

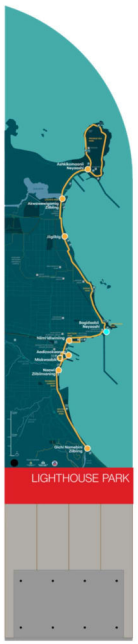
Local Paper - Front Page News
https://www.miningjournal.net/news/front-page-news/2024/09/seven-grandfather-teachings/
Among five other mentions across major Marquette media outlets, the Seven Grandfather Teachings were featured on the front page of the local newspaper, the Mining Journal.

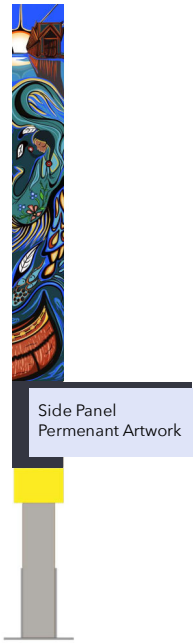
TV6 - Aired during Primetime News
New tribal statue embodies the spirit of the seven grandfather teachings. (uppermichiganssource.com)
The local news featured interviews of both the artist Jason Quigno and City Commissioner Cody Mayer who is also a Tribal Cultural Liaison for the Sault Tribe of Chippewa Indians.




TRAILHEAD
Side Panel
Permenant Artwork
TRAILHEAD
1'-0"

Pylon





Side Panel
Permenant Artwork







Half Circle Changable Artwork
Example Sketch By Sherri Loonsfoot Aldred

AGREEMENT

This Agreement is entered into this _____ day of _____, 2025, between the CITY OF MARQUETTE, a municipal corporation, with offices located at 300 W. Baraga Avenue, Marquette, MI 49855 (hereinafter referred to as the "City"), and the CITY OF MARQUETTE DEPARTMENT OF COMMUNITY SERVICES, a department of the CITY OF MARQUETTE, located at 300 W. Baraga Avenue, Marquette, MI 49855 (hereinafter referred to as "Community Services");

WHEREAS, Community Services provides a public recreation program for the residents of the City pursuant to Marquette City Charter Section 2-14; and

WHEREAS, the Marquette City Commission has determined that the request of Community Services supports Community Service's ability to provide a public recreation program for the residents of the City.

NOW, THEREFORE, the parties agree:

1. That for and in consideration of the payment by the City to Community Services in the sum of $30,000 from the Sault Ste. Marie Tribe of Chippewa Indians, Community Services will accept said money from the City to assist the City in carrying out its obligation to provide a public recreation program for its residents.

2. That the parties further understand and agree that the payment of the sum of $30,000 by the City to Community Services as above-described is contingent upon the prior receipt by the City of the amount from the Sault Ste. Marie Tribe of Chippewa Indians, and that if said payment is not received by the City, the City shall have no obligation to make the payment herein described to Community Services.

The signatories hereto certify that they are authorized to execute this document on behalf of the respective parties.

Dated: _____

_____
By: Karen M. Kovacs
Marquette City Manager

Dated: 3-6-25

_____
By: Jon Swenson
City of Marquette Director of Community Services

Agenda Date: 3/10/2025

Consent Agenda - Roll Call Vote
KBIC Funding for the City of Marquette Police Department

BACKGROUND:

Recently the City of Marquette Police Department asked the City of Marquette (City) to serve as the fiscal pass-through agent for funding from the Keweenaw Bay Indian Community. They plan to ask the Tribe for $10,485.83 for the purchase of fitness equipment. In consideration of the City agreeing to act as a pass-through, the Marquette Police Department agrees to dedicate any funds from the KBIC to the purposes set forth in the attached agreement prepared by the City Attorney.

Proceeds from the Tribe's 2% gaming revenue would be used to fund the request; gaming regulations require that a local municipality serve as the fiscal agent for such awards. This payment is not allocated to the City of Marquette government, but is a contribution to the Marquette Police Department.

FISCAL EFFECT:

No direct cost to the City.

RECOMMENDATION:

Authorize the City to act as the fiscal intermediary for KBIC funding of $10,485.83 for the Marquette Police Department for fitness equipment, and authorize the City Manager to sign the attached agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Marquette Police Dept. Letter of Request
- Rogue Quote
- Marquette Police Department Agreement

RYAN GRIM
Chief of Police

300 W BARAGA AVENUE
MARQUETTE MI49855
(906)228-0400

CHRISTOPHER ALDRICH
Captain of Detectives

JAMES FINKBEINER
Captain of Patrol Operations

March 10, 2025

Mr. Robert Curtis
Tribal Council President
Keweenaw Bay Indian Community
107 Beartown Road
Baraga, MI 49908

Dear Mr. Curtis,

The Marquette Police Department humbly requests funding in the amount of $10,485.83 to procure gym and fitness equipment for our facility to support the health and wellness of our officers.

Given the physically demanding nature of law enforcement, it is essential that our personnel have access to proper fitness resources to maintain their physical readiness, reduce injury risks, and enhance overall well-being. Our department recently acquired additional space within our facility after a long-term tenant has moved out. The intended use for this new space would be an area for our officers to practice defensive tactics to mitigate risk and injury both to our officers and the public, and to provide a space for officers to maintain and improve their physical fitness.

The department does have some items such as padded wrestling mats for defensive tactics, but overall, this is an entirely new project. Creating a brand new, fully equipped gym facility from scratch is a costly venture so an emphasis would be placed on weightlifting equipment such as power racks, weight stacks with cables, and free weights as they require minimum efforts to maintain. In the future, the department would look to add items such as cardiovascular equipment like treadmills, rowers, battle ropes, or similar items to promote strength, speed, and conditioning. Additional equipment would be purchased through further grant funding or through the department's general operating budget.

Physical readiness is of paramount concern in our profession. Law enforcement duties often require strength, endurance and agility. Access to appropriate fitness equipment ensures our officers are prepared for job-related physical challenges that arise on a daily basis. Fitness equipment also aids in injury prevention and rehabilitation for those recovering from job-related physical strain.

RYAN GRIM
Chief of Police

CHRISTOPHER ALDRICH
Captain of Detectives

JAMES FINKBEINER
Captain of Patrol Operations

300 W BARAGA AVENUE
MARQUETTE MI49855
(906)228-0400

The Marquette Police Department is dedicated to officer wellness and considers it a top priority. We are currently in partnership under a pilot program with a local organization that provides social and mental health services to our officers. It is without question that regular exercise has been proven to reduce stress, anxiety, and depression which can be a hidden enemy of law enforcement. The daily stressors of our job and the potential trauma we face every day can offer a significant burden that officers carry with them even when they're not on duty. In addition to these social and mental health services, access to fitness equipment would provide a healthy outlet for our officers to improve and sustain their well-being.

The Marquette Police Department is overly grateful for prior funding for police equipment in the past by your organization. Although the department has made significant efforts to maintain a well-funded budget, continual transitions of personnel due to regular retirements and unforeseen departures have resulted in unusual financial strain. With these departures, come the need for more specialized trainings to be sought out to replace the outgoing staff members, new equipment for incoming staff, and manpower constraints. This in turn has created more budgetary pressure which makes a purchase like this burdensome. Furthermore, our city is currently facing some financial challenges due to the loss of major taxpayers, tax tribunal filings, and other long-term commitments.

That being said, this request for funding would help in kickstarting this project while remaining funds would be covered by the department to fully equip this new facility.

The goal of this proposal is to provide our officers with modern gym and fitness equipment to combat the physical and mental pressures of our profession. In partnership with your organization, we respectfully ask for your consideration in funding.

Respectfully,

Sgt. Seth Bjorne
Marquette Police Department
906-228-0400
sbjorne@marquettemi.gov

ROGUE®

QUOTE: #178947 **VERSION: 2**

614-358-6190
team@roguefitness.com
545 E. 5th Ave
Columbus, OH 43201 United States

BILL TO:	SHIP TO:
Seth Bjorne 300 W. Baraga Ave Marquette, MI 49855 United States Tax ID: Tax Id Needed	Seth Bjorne 300 W. Baraga Ave Marquette, MI 49855 United States

Total Equipment Cost	**$10,853.25**
Discount	**$669.03**
Shipping	**$301.61**
Tax	**$0.00**
Total	**$10,485.83**

Ship Method **Freight - RL** Total Weight **3055.11LBS**

Pay Now

Brand	SKU	Item Description	QTY	Price	Total	Details
Rogue	IP0053-2	5LB Rogue Black Olympic Plate - Pair	1	$22.80	$22.80	
Rogue	IP0054-2	10LB Rogue Black Olympic Plate - Pair	1	$35.52	$35.52	
Rogue	IP0055-2	25LB Rogue Black Olympic Plate - Pair	1	$78.93	$78.93	
Rogue	IP0056-2	35LB Rogue Black Olympic Plate - Pair	1	$116.16	$116.16	
Rogue	IP0057-2	45LB Rogue Black Olympic Plate - Pair	3	$156.48	$469.44	
Rogue	RA1077-BEBR	Rogue Curl Bar Black w/ Zinc Sleeves	1	$216.56	$216.56	
Rogue	RA2895-RWRW	Rogue Ohio Power Bar 45lb (Raw Shaft / Raw Sleeve)	1	$264.69	$264.69	
Rogue	KAM064	Tricep Rope Attachment	1	$39.90	$39.90	
Rogue	RA0230	Rogue Monster Grip Triangle	1	$76.00	$76.00	
Rogue	RA2227	Rogue Single Handle Cable Attachment	2	$38.50	$77.00	
Rogue	RA2713	Rogue Stainless 40" Straight Lat Bar	1	$148.80	$148.80	
Rogue	RF0921-100-30-L-CTLP-BLACK-MG	The Cave 100" / 30" Sides / 41.5" Fold Back Rack / CT-1 & LP-2 (MG Black)	1	$9,165.00	$9,165.00	
Rogue	SH0016	Rogue Tube Band w/ Handles Complete Package - 6 Band Set	1	$75.00	$75.00	
Rogue	HB0009	RF Pullup Package 2	1	$67.45	$67.45	

ROGUE®

QUOTE: #178947 **VERSION: 2**

614-358-6190
team@roguefitness.com
545 E. 5th Ave
Columbus, OH 43201 United States

Notes:

Terms:

* Shipping quotes are only valid for 24 hours
* All previous versions of this form are obsolete
* Please ensure the items and quantities on this quote are correct prior to placing your order
* Custom products require review and approval by the Rogue creative team and may require modifications to be manufactured.
* 100% Due Upon Order unless otherwise Agreed Upon
* All POs are processed with Net 30 terms starting the date the order ships. POs over $25,000 will require a 50 % deposit to initiate the order. The remaining 50 % of the balance will have Net 30 terms * * starting the date the order ships.* * If any invoiced amount is not received by the due date, then without limiting Rogue's rights or remedies, (a) out standing amounts will accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum permitted by law, whichever is lower, and / or (b) future orders may be conditioned with a reduction or elimination of terms.
* Upon confirmation of this Order, and/or acceptance of the ordered product(s), you hereby agree to these credit terms.

AGREEMENT

This Agreement is entered into this _____ day of _____, 2025, between the CITY OF MARQUETTE, a municipal corporation, with offices located at 300 W. Baraga Avenue, Marquette, MI 49855 (hereinafter referred to as the "City"), and the CITY OF MARQUETTE POLICE DEPARMENT, a department of the CITY OF MARQUETTE, located at 300 W. Baraga Avenue, Marquette, MI 49855 (hereinafter referred to as "Police Department");

WHEREAS, the Police Department provides public health and safety services to City residents,

WHEREAS, Marquette City Charter Section 2-12 states: "The city commission see that provision is made for the public peace and health, and for the safety of persons and property." and

WHEREAS, the Marquette City Commission has determined that the request of the Police Department supports the Police Department's ability to provide for the public peace and health, and for the safety of persons and property, and is willing to enter into this Agreement with the Police Department upon certain terms and conditions.

NOW, THEREFORE, the parties agree:

1. That for and in consideration of the payment by the City to the Police Department of the sum of $10,485.83 from the Keweenaw Bay Indian Community, the Police Department will accept said money from the City to carry out its obligation to provide for the public peace and health, and for the safety of persons and property.

2. That the parties further understand and agree that the payment of the sum of $10,485.83 by the City to the Police Department as above-described is contingent upon the prior receipt by the City of the amount from the Keweenaw Bay Indian Community, and that if said payment is not received by the City, the City shall have no obligation to make the payment herein described to the Police Department.

The signatories hereto certify that they are authorized to execute this document on behalf of the respective parties.

Dated: _____

_____
By: Karen M. Kovacs
Marquette City Manager

Dated: 3/4/25

_____
By: Ryan Grim
City of Marquette Police Chief

Agenda Date: 3/10/2025

Consent Agenda - Roll Call Vote
Sault Ste. Marie Tribe of Chippewa Indians Funding for the City of Marquette Police Department

BACKGROUND:

Recently the City of Marquette Police Department asked the City of Marquette (City) to serve as the fiscal pass-through agent for funding from the Sault Ste. Marie Tribe of Chippewa Indians. They plan to ask the Tribe for $10,485.83 for fitness equipment. In consideration of the City agreeing to act as a pass-through, the Marquette Police Department agrees to dedicate any funds received from the Sault Ste. Marie Tribe of Chippewa Indians to the purposes set forth in the attached agreement prepared by the City Attorney.

Proceeds from the Tribe's 2% gaming revenue would be used to fund the request; gaming regulations require that a local municipality serve as the fiscal agent for such awards. This payment is not allocated to the City of Marquette government but is a contribution to the Marquette Police Department.

FISCAL EFFECT:

No direct cost to the City.

RECOMMENDATION:

Authorize the City to act as the fiscal intermediary for Sault Ste. Marie Tribe of Chippewa Indians funding of $10,485.83 for the Marquette Police Department for fitness equipment, and authorize the City Manager to sign the attached agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Marquette Police Dept. Letter of Request
- Rogue Quote
- Marquette Police Department Agreement

RYAN GRIM
Chief of Police

CHRISTOPHER ALDRICH
Captain of Detectives

JAMES FINKBEINER
Captain of Patrol Operations

300 W BARAGA AVENUE
MARQUETTE MI49855
(906)228-0400

Sault Ste. Marie Tribe of Chippewa Indians
2% Funding Request
Grant Narrative

Please give a description of the project, providing as much detail as possible. ***Attach the full project budget, outline, and any other additional pages, including pictures, brochures or pamphlets*****:**

The Marquette Police Department (MPD) has recently acquired a new space within our current facility after a long-term tenant has moved out. This new space is being designed for a gym and fitness facility to maintain our officer's physical readiness through strength training, cardiovascular exercise, and defensive tactic maneuvers.

Given the physically demanding nature of law enforcement, it is essential that our personnel have access to proper fitness resources to maintain their physical readiness, reduce injury risks, and enhance overall well-being. Physical readiness is of paramount concern in our profession. Law enforcement duties often require strength, endurance, and agility, particularly when an officer needs to use force to effect an arrest or protect another. MPD adheres to strict guidelines established at a state and department level regarding the use of force and that force is only used as a last resort. It is without question that law enforcement is under the public microscope regarding use of force and use of lethal force. When an officer has the physical ability, fundamentals, and tactics in a use of force situation it will often prevent the use of lethal force. Physical training is the inherent key to success in limiting use of force in an incident and having a facility for our officers to harness this achievement is an ultimate priority of MPD.

Throughout the country, police departments have been struggling to fill vacancies created by retirement and early departures of personnel. There is also a lack of interested candidates in joining our profession as in years past. This void creates an additional burden for existing personnel who are required to work more shifts and longer hours. Unfortunately, on the job injuries do occur given the nature of our profession, creating an even larger gap in available personnel. Providing a space for our officers to train has a two-pronged effect by allowing officers to maintain their physical fitness to remain healthy and fit for duty but also for injured officers to rehabilitate from job related strains and injuries so that they can return to work.

It is unavoidable that Law Enforcement is exposed to certain psychological traumas such as deaths of adults or children, dismemberment or serious injury/gore, and other mental health anguishes such as prolonged shifts on weekends or holidays that keep us away from our families.

RYAN GRIM
Chief of Police

CHRISTOPHER ALDRICH
Captain of Detectives

JAMES FINKBEINER
Captain of Patrol Operations

300 W BARAGA AVENUE
MARQUETTE MI49855
(906)228-0400

We signed up for this profession knowing these issues are just part of the job but it still carries a heavy burden. The Marquette Police Department is dedicated to officer wellness and considers it a top priority.

We are currently in partnership under a pilot program with a local organization that provides social and mental health services to our officers. It is without question that regular exercise has been proven to reduce stress, anxiety, and depression which can be a hidden enemy of law enforcement. The daily stressors of our job and the potential trauma we face on a daily basis can offer a significant burden that officers carry with them even when they're not on duty.

Coupled with these social and mental health services, access to fitness equipment would provide a healthy outlet for our officers to improve and sustain their overall well-being.

Please describe how the existence of a casino has impacted the project or service of which this application represents.

The Marquette Police Department is made up of 34 sworn officers. In addition, nine (9) civilian personnel assist in daily functions such as parking enforcement, civilian park patrol, and clerical dispatching. MPD is tasked with providing law enforcement services for approximately 19 square miles with a population size of 21,000 residents. Northern Michigan University also adds approximately 8,000 students to the population during the school year.

The city of Marquette hosts between 100,000 and 200,000 tourists annually. It's not unusual for tourists that visit Kewadin Casino locations throughout the Upper Peninsula to continue their travels into the city of Marquette. Even if tourists are just passing through the area, MPD is tasked with patrolling the roadways that they travel on. The growing tourism industry leaves local resources strained at times by this surge of tourists, particularly in the post Covid-19 pandemic era.

MPD strives to offer the best police service for every complaint or call for service for one of the largest populations in the Upper Peninsula. A well trained and physically conditioned officer is one of the core assets of providing exceptional police services to a large population.

RYAN GRIM
Chief of Police

CHRISTOPHER ALDRICH
Captain of Detectives

JAMES FINKBEINER
Captain of Patrol Operations

300 W BARAGA AVENUE
MARQUETTE MI49855
(906)228-0400

Please give a description of how 2% funding will assist in alleviating the impact generated by the local casino.

On average, MPD responds to approximately 15,500 calls for service each year. Within MPD's jurisdiction, there is a five (5) acre parcel of land belonging to the Sault Ste. Marie Tribe of Chippewa Indians with ten (10) multi-bedroom apartments. MPD has an established Memorandum of Understanding with the Sault Tribe to respond to any call for service on this tribal land including emergencies, criminal complaints, and general calls for service. MPD works collaboratively in the event of an arrest with the Sault Tribe Police Department throughout the judicial process.

The Marquette Police Department's request for $10,485.83 to purchase exercise and fitness equipment will provide our officers with resources to maintain a constant state of physical readiness, reduce risk of injuries, and promote overall officer well-being. With these facets established, our officers will continue to perform at a high level given the inherent risk and danger of our profession and provide exceptional police services to the citizens and guests of the City of Marquette.

Explain the plans for this project's sustainability if funded:

Our department's current budget is feeling significant and unusual strain due to being in a transition period. We are currently transitioning to a younger department in a rapid manner due to regular retirements and unforeseen departures. With these departures, come the need for more specialized trainings to be sought out to replace the outgoing staff members, new equipment for incoming staff, and manpower constraints. This in turn has created more budgetary pressure which makes a purchase like this burdensome. Furthermore, our city is currently facing some financial challenges due to the loss of major taxpayers, tax tribunal filings, and other long-term commitments.

The initial start-up phase of this project by purchasing all of this equipment at once is a significant hurdle for MPD's operating budget. Our request is only for weight equipment which is outlined in the attached quote. This would just be the kickstart of the facility and funds utilized from the general operating budget of the department would be provided for other equipment such as defensive tactics mats or heavy bags, cardiovascular equipment such as treadmills and stair-steppers, and hybrid training such as battle ropes or sled pulls. For fiscal year 2025, the department is committed to spending an additional $5,000 if awarded grant funding to purchase some of this aforementioned equipment.

RYAN GRIM
Chief of Police

CHRISTOPHER ALDRICH
Captain of Detectives

JAMES FINKBEINER
Captain of Patrol Operations

300 W BARAGA AVENUE
MARQUETTE MI49855
(906)228-0400

The requested funding for this equipment requires little to no maintenance and will be sustainable for decades, allowing our officers to train and perform at the highest level in order to protect and serve the citizens and guests of the City of Marquette and the surrounding area.

ROGUE®

QUOTE: #178947 **VERSION: 2**

614-358-6190
team@roguefitness.com
545 E. 5th Ave
Columbus, OH 43201 United States

BILL TO:	SHIP TO:
Seth Bjorne 300 W. Baraga Ave Marquette, MI 49855 United States Tax ID: Tax Id Needed	Seth Bjorne 300 W. Baraga Ave Marquette, MI 49855 United States

Total Equipment Cost	**$10,853.25**
Discount	**$669.03**
Shipping	**$301.61**
Tax	**$0.00**
Total	**$10,485.83**

Ship Method **Freight - RL** Total Weight **3055.11LBS**

Pay Now

Brand	SKU	Item Description	QTY	Price	Total	Details
Rogue	IP0053-2	5LB Rogue Black Olympic Plate - Pair	1	$22.80	$22.80	
Rogue	IP0054-2	10LB Rogue Black Olympic Plate - Pair	1	$35.52	$35.52	
Rogue	IP0055-2	25LB Rogue Black Olympic Plate - Pair	1	$78.93	$78.93	
Rogue	IP0056-2	35LB Rogue Black Olympic Plate - Pair	1	$116.16	$116.16	
Rogue	IP0057-2	45LB Rogue Black Olympic Plate - Pair	3	$156.48	$469.44	
Rogue	RA1077-BEBR	Rogue Curl Bar Black w/ Zinc Sleeves	1	$216.56	$216.56	
Rogue	RA2895-RWRW	Rogue Ohio Power Bar 45lb (Raw Shaft / Raw Sleeve)	1	$264.69	$264.69	
Rogue	KAM064	Tricep Rope Attachment	1	$39.90	$39.90	
Rogue	RA0230	Rogue Monster Grip Triangle	1	$76.00	$76.00	
Rogue	RA2227	Rogue Single Handle Cable Attachment	2	$38.50	$77.00	
Rogue	RA2713	Rogue Stainless 40" Straight Lat Bar	1	$148.80	$148.80	
Rogue	RF0921-100-30-L-CTLP-BLACK-MG	The Cave 100" / 30" Sides / 41.5" Fold Back Rack / CT-1 & LP-2 (MG Black)	1	$9,165.00	$9,165.00	
Rogue	SH0016	Rogue Tube Band w/ Handles Complete Package - 6 Band Set	1	$75.00	$75.00	
Rogue	HB0009	RF Pullup Package 2	1	$67.45	$67.45	

ROGUE®

QUOTE: #178947 **VERSION: 2**

614-358-6190
team@roguefitness.com
545 E. 5th Ave
Columbus, OH 43201 United States

Notes:

Terms:

* Shipping quotes are only valid for 24 hours
* All previous versions of this form are obsolete
* Please ensure the items and quantities on this quote are correct prior to placing your order
* Custom products require review and approval by the Rogue creative team and may require modifications to be manufactured.
* 100% Due Upon Order unless otherwise Agreed Upon
* All POs are processed with Net 30 terms starting the date the order ships. POs over $25,000 will require a 50 % deposit to initiate the order. The remaining 50 % of the balance will have Net 30 terms * * starting the date the order ships.* * If any invoiced amount is not received by the due date, then without limiting Rogue's rights or remedies, (a) out standing amounts will accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum permitted by law, whichever is lower, and / or (b) future orders may be conditioned with a reduction or elimination of terms.
* Upon confirmation of this Order, and/or acceptance of the ordered product(s), you hereby agree to these credit terms.

AGREEMENT

This Agreement is entered into this _____ day of _____, 2025, between the CITY OF MARQUETTE, a municipal corporation, with offices located at 300 W. Baraga Avenue, Marquette, MI 49855 (hereinafter referred to as the "City"), and the CITY OF MARQUETTE POLICE DEPARMENT, a department of the CITY OF MARQUETTE, located at 300 W. Baraga Avenue, Marquette, MI 49855 (hereinafter referred to as "Police Department");

WHEREAS, the Police Department provides public health and safety services to City residents,

WHEREAS, Marquette City Charter Section 2-12 states: "The city commission see that provision is made for the public peace and health, and for the safety of persons and property." and

WHEREAS, the Marquette City Commission has determined that the request of the Police Department supports the Police Department's ability to provide for the public peace and health, and for the safety of persons and property, and is willing to enter into this Agreement with the Police Department upon certain terms and conditions.

NOW, THEREFORE, the parties agree:

1. That for and in consideration of the payment by the City to the Police Department of the sum of $10,485.83 from the Sault Ste. Marie Tribe of Chippewa Indians, the Police Department will accept said money from the City to carry out its obligation to provide for the public peace and health, and for the safety of persons and property.

2. That the parties further understand and agree that the payment of the sum of $10,485.83 by the City to the Police Department as above-described is contingent upon the prior receipt by the City of the amount from the Sault Ste. Marie Tribe of Chippewa Indians, and that if said payment is not received by the City, the City shall have no obligation to make the payment herein described to the Police Department.

The signatories hereto certify that they are authorized to execute this document on behalf of the respective parties.

Dated: _____

_____
By: Karen M. Kovacs
Marquette City Manager

Dated: 3/4/25

_____
By: Ryan Grim
City of Marquette Police Chief

Agenda Date: 3/10/2025

Consent Agenda - Roll Call Vote
KBIC Funding for the YMCA

BACKGROUND:

Staff from the David and Thu Brule' YMCA of Marquette County (YMCA) recently asked the City to serve as the fiscal pass-through agent for funding from the Keweenaw Bay Indian Community (KBIC). They plan to ask the Tribe for $6,000 to assist the YMCA in providing youth recreation programs. In consideration of the City agreeing to act as a pass-through, the YMCA agrees to dedicate any funds received from the KBIC Tribe to the purposes set forth in the attached agreement prepared by the City Attorney.

Proceeds from the Tribe's 2% gaming revenue would be used to fund the request; gaming regulations require that a local municipality serve as the fiscal agent for such awards. This payment is not allocated to the City of Marquette, but is a contribution to the YMCA.

FISCAL EFFECT:

No direct cost to the City.

RECOMMENDATION:

Authorize the City to act as the fiscal intermediary for KBIC funding of $6,000 to assist the YMCA's youth recreation programs, and authorize the City Manager to sign the attached agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- YMCA KBIC Request
- YMCA KBIC Agreement

FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

The David and Thu Brule' YMCA OF MARQUETTE COUNTY
The Y. Forever Grateful. For a Better us!

2025 BOARD OF DIRECTORS

Amanda Specker
President

Michele Butler
Vice President

Dr. Chelsea Ray
Secretary

Randy Girard
Treasurer

Christine Pesola
Past President

Ashley Cody

Kara Damm

Tonya Darner

Al Hendra

Travis Hongisto

Dr. Greg Jones

Carrie Statt

Trooper Thomas Kinnunen

Matthrew Throop

Rick Potes

February 27, 2025

Mrs. Karen K. Kovacs
City of Marquette
300 West Baraga Ave
Marquette, MI 49855

Dear Mrs. Kovacs and City Commission Members,

On behalf of the David and Thu Brule' YMCA of Marquette County, we sincerely appreciate your past support in serving as fiscal agents for previous projects and programming. I am writing to ask that the City of Marquette once again serve as a fiscal agent for our grant request to the Keweenaw Bay Indian Community (KBIC). Our grant proposal is for support toward program costs for low to moderate income youth.

We are requesting $6,000 in funding from KBIC to support our Youth and Healthy Out of School programs in Marquette County. Each of these YMCA programs is vital in supporting youth development throughout our county.

We appreciate your consideration of this request and look forward to your approval. Should you have any questions, please feel free to contact me at (906) 227-9622 or email at jzdunek@ymcamqt.org

Sincerely,

Jenna Zdunek
Chief Executive Officer
jzdunek@ymcamqt.org

AGREEMENT

This Agreement is entered into this _____ day of _____, 2025, between the CITY OF MARQUETTE, a municipal corporation, with offices located at 300 W. Baraga Avenue, Marquette, MI 49855 (hereinafter referred to as the "City"), and the DAVID AND THU BRULE' YMCA of MARQUETTE COUNTY, a Michigan nonprofit corporation, with offices located at 1420 Pine Street, Marquette, MI 49855 (hereinafter referred to as "YMCA");

WHEREAS, the YMCA provides and after school and pre-school recreational youth programs, which is vital in supporting youth development in our community,

WHEREAS, Marquette City Charter Section 2-14 states: "The city commission shall provide for a public recreation program for the residents of the city;" and

WHEREAS, the Marquette City Commission having determined that the activities of the YMCA are a valid purpose under the Charter and is willing to enter into this Agreement with YMCA for the support of its program, upon certain terms and conditions.

NOW, THEREFORE, the parties agree:

1. That for and in consideration of the payment by the City to the YMCA of the sum of $6,000 from the Keweenaw Bay Indian Community, the YMCA will accept said money from the City to assist the City in carrying out its obligation to provide a public recreation program for its residents.

2. That the parties further understand and agree that the payment of the sum of $6,000 by the City to the YMCA as above-described is contingent upon the prior receipt by the City of the amount from the Keweenaw Bay Indian Community, and that if said payment is not received by the City, the City shall have no obligation to make the payment herein described to the YMCA.

The signatories hereto certify that they are authorized to execute this document on behalf of the respective parties.

Dated: _____

_____
By: Karen M. Kovacs
Marquette City Manager

Dated: 10 March 2025

_____
By: Amanda Specker
Chief Volunteer Officer
David and Thu Brule' YMCA
of Marquette County

Agenda Date: 3/10/2025

Consent Agenda - Roll Call Vote
Sault Ste. Marie Tribe of Chippewa Indians Funding for the YMCA

BACKGROUND:

Staff from the David and Thu Brule' YMCA of Marquette County (YMCA) recently asked the City to serve as the fiscal pass-through agent for funding from the Sault Ste. Marie Tribe of Chippewa Indians. They plan to ask the Tribe for $4,000 to assist the YMCA's youth recreation programs. In consideration of the City agreeing to act as a pass-through, the YMCA agrees to dedicate any funds received from the Sault Ste. Marie Tribe to the purposes set forth in the attached agreement prepared by the City Attorney.

Proceeds from the Tribe's 2% gaming revenue would be used to fund the request; gaming regulations require that a local municipality serve as the fiscal agent for such awards. This payment is not allocated to the City of Marquette, but is a contribution to the YMCA.

FISCAL EFFECT:

No direct cost to the City.

RECOMMENDATION:

Authorize the City to act as the fiscal intermediary for Sault Ste. Marie Tribe funding of $4,000 to assist the YMCA's youth recreation programs, and authorize the City Manager to sign the attached agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- YMCA Sault Tribe Request
- YMCA Sault Tribe Agreement

FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

The David and Thu Brule' YMCA OF MARQUETTE COUNTY
The Y. Forever Grateful. For a Better us!

2025 BOARD OF DIRECTORS

Amanda Specker
President

Michele Butler
Vice President

Dr. Chelsea Ray
Secretary

Randy Girard
Treasurer

Christine Pesola
Past President

Ashley Cody

Kara Damm

Tonya Darner

Al Hendra

Travis Hongisto

Dr. Greg Jones

Carrie Statt

Trooper Thomas Kinnunen

Matthrew Throop

Rick Potes

February 27, 2025

Mrs. Karen K. Kovacs
City of Marquette
300 West Baraga Ave
Marquette, MI 49855

Dear Mrs. Kovacs and City Commission Members,

On behalf of the David and Thu Brule' YMCA of Marquette County, we sincerely appreciate your past support in serving as fiscal agents for previous projects and programming. I am writing to ask that the City of Marquette once again serve as a fiscal agent for our grant request to the Sault Ste. Marie Tribe of Chippewa Indians. Our grant proposal is for support towards program costs for low to moderate income youth.

We are requesting $4,000 in funding from the Sault Ste. Marie Tribe of Chippewa Indians to support our Youth and Healthy Out of School time programs in Marquette County. Each of these YMCA programs is vital in supporting youth development throughout our county.

We appreciate your consideration of this request and look forward to your approval. Should you have any questions, please feel free to contact me at (906) 227-9622 or email at jzdunek@ymcamqt.org

Sincerely,

Jenna Zdunek
Chief Executive Officer
jzdunek@ymcamqt.org

AGREEMENT

This Agreement is entered into this ___ day of _____, 2025, between the CITY OF MARQUETTE, a municipal corporation, with offices located at 300 W. Baraga Avenue, Marquette, MI 49855 (hereinafter referred to as the "City"), and the DAVID AND THU BRULE' YMCA of MARQUETTE COUNTY, a Michigan nonprofit corporation, with offices located at 1420 Pine Street, Marquette, MI 49855 (hereinafter referred to as "YMCA");

WHEREAS, the YMCA provides and after school and pre-school recreational youth programs, which is vital in supporting youth development in our community,

WHEREAS, Marquette City Charter Section 2-14 states: "The city commission shall provide for a public recreation program for the residents of the city;" and

WHEREAS, the Marquette City Commission having determined that the activities of the YMCA are a valid purpose under the Charter and is willing to enter into this Agreement with YMCA for the support of its program, upon certain terms and conditions.

NOW, THEREFORE, the parties agree:

1. That for and in consideration of the payment by the City to the YMCA of the sum of $4,000 from the Sault Ste. Marie Tribe of Chippewa Indians, the YMCA will accept said money from the City to assist the City in carrying out its obligation to provide a public recreation program for its residents.

2. That the parties further understand and agree that the payment of the sum of $4,000 by the City to the YMCA as above-described is contingent upon the prior receipt by the City of the amount from the Sault Ste. Marie Tribe of Chippewa Indians, and that if said payment is not received by the City, the City shall have no obligation to make the payment herein described to the YMCA.

The signatories hereto certify that they are authorized to execute this document on behalf of the respective parties.

Dated: _____

By: Karen M. Kovacs
Marquette City Manager

Dated: Dec 2025

By: Amanda Specker
Chief Volunteer Officer
David and Thu Brule' YMCA
of Marquette County

Agenda Date: 3/10/2025

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 first read of this item.

FISCAL EFFECT:

None by this action.

RECOMMENDATION:

Move this item to the next regularly scheduled meeting, when the Commission will consider approval of the lease agreement with MQT Bike Rentals, LLC.

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 case 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



Agenda Date: 3/10/2025

Consent Agenda - Roll Call Vote
New Liquor License Application - Roll Call Vote

BACKGROUND:

The owner of the new Best Western Plus at 1200 Wilson Street is applying to the State of Michigan's Liquor Control Commission for a new Class A Hotel license for the property.

This license type allows a hotel with at least 25 guest rooms to sell retail beer, wine, and mixed spirit drink products for consumption on the premises and in the rooms of registered guests. Representatives from the hotel have indicated they plan to sell beer and wine from an on-site sundry store, where guests will be able to purchase drinks.

The State (MCL 436.1501(2)) requires applicants for Class A Hotel licenses to obtain an affirmative recommendation from the local legislative body prior to making application.

This application has been reviewed and approved by the City Police, Fire, Community Development and Finance departments.

FISCAL EFFECT:

None by this action.

RECOMMENDATION:

Adopt the attached resolution recommending Michigan Liquor Control Commission approval of a new Class A Hotel license for the Best Western Plus at 1200 Wilson Street.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Resolution

Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Toll Free: 866-813-0011 • www.michigan.gov/lcc

Business ID: _____

Request ID: _____
(For MLCC use only)

Local Government Approval
(Authorized by MCL 436.1501)

Instructions for Applicants:

- You must obtain a recommendation from the local legislative body for a new on-premises license application, certain types of license classification transfers, and/or a new banquet facility permit.

Instructions for Local Legislative Body:

- Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a regular (regular or special) meeting of the Marquette City Commission (name of township, city, village) council/board called to order by Mayor Jessica Hanley on March 10, 2025 (date) at 6 p.m. (time) the following resolution was offered:

Moved by _____ and supported by _____

that the application from MQT HTL LLC / Thomas J Moyle
(name of applicant - if a corporation or limited liability company, please state the company name)

for the following license(s): Class A Hotel
(list specific licenses requested)

to be located at: Best Western Plus of Marquette at 1200 Wilson Street, Marquette, MI 49855

and the following permit, if applied for:

☐ Banquet Facility Permit Address of Banquet Facility: _____

It is the consensus of this body that it recommends (recommends/does not recommend) this application be considered for approval by the Michigan Liquor Control Commission.

If disapproved, the reasons for disapproval are _____

Vote

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the Marquette City (name of township, city, village) council/board at a regular (regular or special) meeting held on March 10, 2025 (date)

Kyle Whitney

Print Name of Clerk	Signature of Clerk	Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

Please return this completed form along with any corresponding documents to:
Michigan Liquor Control Commission
Mailing address: P.O. Box 30005, Lansing, MI 48909
Overnight packages: 2407 N. Grand River, Lansing, MI 48906
Fax to: 517-763-0059

LARA is an equal opportunity employer/program.Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.

Agenda Date: 3/10/2025

Consent Agenda - Roll Call Vote
Human Resources Software Solution

BACKGROUND:

Human Resources is requesting the purchase of Paycom, an integrated human resources and payroll management system, to replace multiple paid services that comprise our software ecosystem. Presently, we utilize multiple disconnected platforms (Bamboo HR, Novatime, BSA Payroll, and BSA HR) that do not integrate with each other and require significant administrative oversight and duplication of work to provide the level of employee service needed for an organization of this size. This consolidation will streamline our HR and payroll operations and provide enhanced reporting capabilities across all departments.

The purchase of this software will also provide regulatory compliance needed for the City to remain in compliance with the Department of Labor directives stemming from an audit completed in 2021. The current software package being utilized for this purpose, Novatime, is being discontinued and the replacement would require a significant expense to purchase and implement. Staff believe that Paycom will provide a more complete and better overall solution for this purpose and general HR functionality.

FISCAL EFFECT:

The annual cost will be $64,037.74 with a $16,000 implementation cost. The adoption of this software will allow the City to retire several paid services currently being utilized as well as avoid hiring a planned part-time administrative position. The increase in cost will be approximately $29,693 in the first year and $14,000 per year in subsequent years over the current budgeted costs, not taking into account the projected cost increases from the current software suite. A budget amendment will be required in FY'25.

RECOMMENDATION:

Approve the contract with Paycom, and authorize the City Manager or her designee to sign.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Agreement

General Terms and Conditions

Capitalized words in these general terms and conditions (the "General Terms and Conditions") that are not otherwise defined herein shall have the same meaning given in the PHCMSA. Paycom and the Client agree as follows with respect to the Services. Paycom and Client are referred to herein collectively as the "Parties" and each individually as a "Party."

1. Paycom's Obligations. Paycom shall perform the Services in accordance with the Agreement.

2. Paycom Representations and Warranties. Paycom represents and warrants to Client that:

2.1. Paycom shall, upon written request, provide Client with a copy of its most recent Service Organization Control 1 Report for Description of Paycom Software, Inc.'s Payroll Processing System and Service Organization Control 2 Report for Description of Paycom Software, Inc.'s Payroll Processing System (the "SOC Reports"). Paycom shall maintain controls on its payroll processing systems at a similar level to continue to achieve the control objectives described in the SOC Reports and it shall make any such future reports or similar industry audit reports available to Client upon Client's request.

2.2. Paycom currently maintains certification for ISO 27001:2013 which governs its physical and technical security controls. Paycom shall maintain controls on its physical and technical security systems at a similar level to continue to achieve the control objectives of ISO 27001:2013.

2.3. Subject to Client's configurations and instructions, the Services and Paycom Technology have sufficient functionality to enable Client to comply with applicable legal and regulatory requirements.

2.4. Except as otherwise expressly stated herein, Paycom makes no other representations and warranties.

3. As Is, Disclaimers. THE SERVICES PROVIDED BY PAYCOM PURSUANT TO THE AGREEMENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS EXPRESSLY STATED HEREIN, TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, PAYCOM DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, SYSTEM INTEGRATION, AND NONINFRINGEMENT.

4. Paycom's Intellectual Property; Use of Trademarks and Trade Names. Paycom grants Client, and its subsidiaries and affiliates approved by Paycom, a non-exclusive, non-transferable license, exercisable solely during the Term of the Agreement, to use applicable Paycom technology, including the computer software programs made accessible to Client by Paycom in connection with the Services, manuals, training materials and any other technology provided by Paycom to Client in connection with the provision of the Services (collectively, the "Paycom Technology") solely for the purpose of accessing and using the Services. Client shall have no right to use the Paycom Technology for any purpose other than accessing and using the Services. Except for the rights expressly granted above, the Agreement does not transfer from Paycom to Client any rights to the Paycom Technology (or Paycom's licensor's technology), and all right, title and ownership interest in and to any Paycom Technology shall remain solely with Paycom. Client shall not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or any other intellectual property and/or proprietary information from any of the Paycom Technology. Client acknowledges and agrees that Paycom's trademarks, tradenames, service marks, logos, other names and marks, and related product and service names, design marks, and slogans are the sole and exclusive property of Paycom. Client is not authorized to and shall not use, nor shall Client in any manner cause others to use, any of Paycom's trademarks, tradenames, service marks, logos, other names and/or marks, and/or related product and service names, design marks, and/or slogans in any advertising, any publicity, any forum, any social media, or in any other manner, without the prior written consent of Paycom.

Unless otherwise required by law or regulation, Client agrees that neither Client nor its then-current representatives (including its then-current members, managers, officers, and/or personnel) shall make any public statements or cause or encourage others to make, or allow to remain available for viewing, any public statement regarding Paycom, its business practices, its officers, its directors, its products, its Services, and/or its employees. Client acknowledges and agrees that this prohibition extends to statements made to the public generally and/or any grouping of individuals, including but not limited to, the news media, the internet, social media platforms, investors, potential investors, industry associations, industry conferences, industry publications, and/or seminars. Client understands and agrees that this Section is a material provision of this Agreement and that any breach of this Section shall be a material breach of this Agreement, and that Paycom would be irreparably harmed by violation of this Section. The prohibition on non-private statements contained herein does not apply to internal communications entirely among Client's own personnel relating to Paycom, Paycom's products, Paycom's Services or Client's experiences with Paycom's personnel, products or Services.

5. Paycom's Indemnity Obligation. Subject to the terms and conditions of the Agreement, including the limitations of liability, monetary caps, and exclusion of certain types of damages provided for herein, Paycom shall indemnify and hold Client and its affiliates, and their respective employees and

agents harmless from any and all liabilities, demands, actions, claims, judgments, losses, damages, and costs (including reasonable attorneys' fees) brought by any third party and arising out of or related to Paycom's or Paycom's employees' gross negligence or willful misconduct.

6. Reliance on Client's Information; Responsibility for Amended Returns; Exclusions; Instructions; Concurrent Actions. Paycom's Services are based upon information and instructions provided by Client. Client is solely responsible for the accuracy and completeness of all information and instructions provided to Paycom. Notwithstanding anything to the contrary in the Agreement, Paycom shall not be liable or responsible for errors or omissions arising from Paycom's reliance upon Client's instructions or incorrect or incomplete information provided by Client or if applicable, a third party providing information regarding Client.

Paycom may, in its sole discretion, assist Client with any notices it receives from any Federal, State or Local governmental and/or quasi-governmental authorities (collectively "Taxing Authorities"). Client agrees Paycom may, on Client's behalf, submit a request to the Taxing Authorities for abatement of any such notice, which may include a request to use Client's first time penalty abatement. In the event there is an erroneous payroll tax return filing that was erroneous due to the sole fault of Paycom, then, during the Term of this Agreement, Paycom shall assist Client, at no further cost or expense to Client, with amending or refiling the erroneous tax filing with Taxing Authorities. For amendments and refilings made by Paycom on Client's behalf, Paycom shall pay any penalties and/or interest to any Taxing Authorities as a result of untimely or incorrect payroll tax filings but only to the extent the penalties and interest were solely caused by Paycom. Notwithstanding anything to the contrary herein, Paycom shall not be required to amend or refile any payroll tax return or payroll tax filing on behalf of Client in the event Client ceases its use of Paycom's payroll processing Services or appoints another service provider as its taxing-authority power of attorney. In such an instance, any amendment or refiled payroll tax returns or adjustments shall be handled by Client or Client's new provider at Client's expense. Paycom is not responsible for settling any disputes between Client and Client's employees, or Client and any Taxing Authorities, or Client and any other regulatory bodies. Notwithstanding anything to the contrary herein, unless such liability was caused entirely by the fault of Paycom, Paycom is not responsible to Client for any claims asserted by Client's employees against Client that relate to any duty or obligation an employer may owe to an employee.

In the event Client instructs and directs Paycom to not prepare or file on its behalf Client's IRS 1095-B, 1095-C, 1094-B, and 1094-C forms; or those IRS forms' subsequent substitutes or functional equivalents, as indicated in the Agreement, Client agrees that Paycom shall not be responsible for any liabilities arising as a result of Paycom's acts or omissions in furtherance of those instructions, including but not limited to any IRS penalties associated with, to the extent Client is required to do so, Client's failure to file IRS 1095-B, 1095-C, 1094-B, and 1094-C. In the event Client instructs and directs Paycom to not prepare or file on its behalf Client's IRS 1095-B, 1095-C, 1094-B, and 1094-C forms; or those IRS forms' subsequent substitutes or functional equivalents, as indicated in the Agreement, Client hereby releases Paycom from any and all claims, causes of action or demands, whether sounding in contract or tort, arising out of Paycom's or Client's failure to file IRS 1095-B, 1095-C, 1094-B, and 1094-C forms, including without limitation, any penalties or interest resulting therefrom.

In instances when Client provides instructions to Paycom, Client shall provide specific and particular instructions with regards to each applicable Service component. Generalized statements by Client to Paycom without explicit particularized instructions or particularized direction shall not constitute valid 'instructions' pursuant to this Agreement. To the extent the Paycom Technology does not have the functionality to accommodate or address Client's instruction or issue, Paycom's exclusive obligation to the Client shall be to inform the Client that such functionality is not currently available with the Paycom Technology.

Notwithstanding anything to the contrary in this Agreement, the following shall not constitute Paycom's negligence, breach, or wrongdoing, whether independently or alleged as a contributing or concurrent cause: (a) Paycom's failure to detect or failure to prevent any fraud of Client's employees or agents; (b) Paycom's reliance on data provided by Client to Paycom that contains inaccuracies or errors; and/or (c) Paycom's acts or omissions in furtherance of Client's instructions.

7. Client's Registration Obligations. Client is solely responsible for being properly registered with all applicable Taxing Authorities and for obtaining and maintaining valid tax identification numbers and/or account numbers with applicable Taxing Authorities. Client shall timely provide Paycom with all account numbers issued by Taxing Authorities to Client, whether active or inactive. If Client is not properly registered with the appropriate taxing authorities, Paycom shall register them through Paycom's tax registration services for an additional fee.

8. Term and Termination. Unless otherwise specifically agreed upon in a signed written agreement, the Agreement shall continue in full force and effect during the Term. Notwithstanding, Paycom shall have the right to immediately terminate the Agreement in the event: (i) Client materially breaches its obligations to Paycom; (ii) Client fails to pay or remit any sums or fees related to the Services within two (2) business days after the due date of any sums or fees; (iii) Client

discontinues its use of Paycom's payroll processing services for one or more pay periods; (iv) Client asserts, files or threatens any bankruptcy or Client asserts, files or threatens adverse action against Paycom; (v) Client engages with the Services in an unreasonable manner; (vi) Client fails to timely remit to Paycom the funds required to perform the Services more than one time in any twelve-month period; (vii) any one of Client's affiliated client code entities is in default of its obligations to Paycom; (viii) a secured creditor of Client, governmental authority, or judgment creditor of Client asserts a claim of right to Client's funds; (ix) Client's failure to comply with NACHA rules, as set forth in Section 9 herein; or (x) Paycom's depository or financial institutions notify Paycom that Paycom may no longer service the Client due to Client's creditworthiness, Client's business reputation or the nature of Client's business activities.

Notwithstanding anything to the contrary in this Agreement, upon termination of the Agreement in whole or in part (and after expiration of any applicable notice periods), Paycom shall have no further obligation whatsoever to perform any of the obligations set forth in the Agreement, or, to the extent such termination was partial, Paycom shall have no further obligation to perform the obligations of the applicable service component that has been terminated, including but not limited to any obligation to perform any act on Client's behalf with respect to governmental authorities or payroll tax filings, whether relating to future time periods, current time periods, or prior time periods. Further, upon termination of Services relating to payroll processing, Client will immediately become responsible for all payroll tax deposits and payroll tax filings (including amendments and refilings) then and thereafter due and for all related penalties and interest, and whereupon Paycom shall promptly return to Client any excess monies in Paycom's possession (if any) that are not reasonably subject to potential reversal, return, setoff or recoupment. In the event any monies credited or debited by Paycom and/or in Paycom's possession are subject to potential reversal, return, setoff or recoupment, then Paycom shall have the right to hold said funds during the time period of potential reversal, return, setoff or recoupment and thereafter shall promptly return all remaining funds to Client after the applicable time period has expired.

During any time period in which Client is in default of its obligations to Paycom, Paycom shall have the right to suspend the provision of its Services to Client, in whole or in part, pending Client's compliance with the Agreement or pending termination of the Agreement.

Client shall be required to pay an additional fee for any post termination access to the Website Account.

During any time period in which a demand is made upon Paycom by Client's lender(s), Client's judgment creditor(s), a secured party of Client, or Client's financial institution(s) seeking turnover of any of Client's funds, Paycom shall have the right to suspend the provision of its Services to Client, in whole or in part, and may additionally require any or all of the following actions: (i) a written waiver and/or release from such persons relating to it's/their demands (and, if applicable, confirmation that such release has been submitted to the appropriate persons or recording systems), (ii) the termination of this Agreement, or (iii) the interpleader of disputed funds into escrow.

In the event Client terminates its payroll processing Services with Paycom or does not exclusively utilize Paycom for payroll processing Services, then all Services performed by Paycom shall be terminable at Paycom's option. Further, Client's use of Beti®, including check approvals, is a required component of payroll processing Services. Accordingly, Client's failure to utilize Beti® shall be deemed a termination of payroll processing Services by Client.

9. NACHA Compliance; Fedwire Requests. The Services provided by Paycom may be subject to the operating rules of the National Automated Clearinghouse Association ("NACHA"). Paycom and Client each agree to comply with the NACHA rules applicable to it with respect to the Services. Information pertaining to NACHA rules and guidelines can be found at www.nacha.org. Pursuant to the NACHA Rules, Client agrees and authorizes the following (terms not otherwise defined in this paragraph shall have the meaning given in the NACHA operating rules): (1) for Paycom to originate entries on behalf of the Client to Receivers' accounts; (2) to be bound by NACHA rules; (3) to not originate any entries or transactions that violate the laws of the United States; (4) to allow Paycom to originate entries or transactions related to payroll amounts, tax liabilities, human capital management service fees, charges, and other fees and charges related to the Services (collectively "Services' Amounts"); (5) the right of Paycom to terminate or suspend this Agreement for breach of these rules; and (6) to allow Paycom to audit Client's compliance with this Agreement and these rules. Client hereby authorizes Client's banks and Paycom's banks (collectively, "Bank Representatives") to transfer funds from Client's account at Client's bank to the accounts of Paycom for Services' Amounts. Client represents and warrants that this authorization has been duly approved by its Board of Directors, Members, Managers or other governing persons and continues in full force and effect. The Bank Representatives may issue payment orders in the name of the Client against the accounts of Client's bank, subject to Client's bank's acceptance. Payment orders issued on behalf of Client pursuant to this Agreement may be issued by Fedwire Request for Credit Transfer (1031) or electronic entries in accordance with the rules of NACHA, on the days and times and in the formats prescribed by Client's Bank. Client's bank shall debit Client's account for the amount of each payment order issued pursuant to this Agreement on the date such order is executed by Client's bank. Client's instructions to Paycom and Client's use of Paycom's Services shall not violate the NACHA rules or the laws of the United

States. Neither Paycom nor any Originating Bank shall be liable to Client for any damages arising from any decision to refrain from or delay originating debit/credit entries with respect to Services' Amounts: (1) due to Client's creditworthiness or Client's business activities; (2) after reasonable efforts to verify such entries have failed; or (3) because Paycom has not timely received funds from Client.

10. No Professional Advice. Notwithstanding anything to the contrary herein, the Services provided by Paycom expressly do not include the rendering of legal, tax, accounting, or investment advice to Client or Client's employees. The federal government, tribal governments, state governments or localities each may impose specific obligations pertaining to employee wage requirements, employee wage statements, overtime computation parameters, meal credit parameters, industry requirements, paystubs, employer-employee disclosures or other matters; and it remains Client's exclusive obligation to comply with applicable laws, rules, and regulations pertaining to Client and/or its employees. Additionally, Client shall adopt its own effective internal controls concerning its payroll. The Services should not, will not, and cannot be relied upon to detect or disclose errors, fraud or illegal acts of Client or Client's employees, subcontractors, or agents. Paycom is not and shall not act as an agent of Client for receipt of service of legal process. Paycom shall have no obligation to accept, receive or forward Client's legal process, including summons, subpoenas, complaints, injunctions, or other legal process. Upon Paycom's request, Client shall reimburse Paycom for any reasonable expenses resulting from Paycom responding to any subpoenas, including but not limited to responses to subpoenas that occur after the termination of this Agreement.

11. Required Manner of Notices From Client. Paycom maintains a secure website ("Website Account") through which Client may access information and through which Client shall request transactions electronically. Client's use of the Website Account is required. Except as may otherwise be expressly permitted in a Schedule, all notices required to be provided to Paycom shall be made in specific accordance with these General Terms and Conditions and/or through data entry on the Website Account, including but not limited to Client's data entry of payrolls, new employees, contact information for employees, employee classification, overtime computation parameters, and all other information permitted to be entered through the Website Account. Paycom shall not be required to rely upon or use any information provided by the Client to Paycom unless the information has been provided to Paycom in the manner expressly provided for herein.

12. Client's Indemnity Obligation. Notwithstanding anything to the contrary herein, Client understands that all Services rendered by Paycom are based upon the information furnished by the Client. Unless prohibited by law or applicable governmental immunity, Client shall indemnify, defend, and hold Paycom and its affiliates, and their respective employees and agents harmless from any and all liabilities, demands, actions, claims, judgments, losses, damages, and costs (including reasonable attorneys' fees) arising out of or related to the following or any combination of the following: (i) Client's breach of any obligation, representation, or warranty under the Agreement; (ii) Client's actual or alleged violation of any applicable local, state, or federal law, rule, or regulation; (iii) any failure on the Client's part to fund any payment obligation of Client; (iv) any debit or reversal of funds transfers to or from Client's employees or others that results in a Paycom funds shortfall with respect to Client's account with Paycom; (v) any breach of Client's Security Information (as defined in Section 16); (vi) Client's negligence or willful misconduct; (vii) Paycom's acts or omissions in furtherance of Client's instructions; (viii) the use of inaccurate information provided by the Client; and (ix) any issue concerning Paycom's provision of the Data Services (as defined in Section 19), including, without limitation: 1) that any person or Client (including its officers, employees, personnel, any entity related to or performing services on behalf of Client, or any Client contractor) was permitted unauthorized access to Client's data; 2) that any confidential information transmitted was lost, disclosed, or breached; 3) that any confidential information of others was disclosed to unauthorized persons; or 4) that Client's or third parties' protocols failed to comply with applicable local, state, or federal law, rule, or regulation.

13. Client Representations and Warranties.

13.1. Client represents and warrants that:

(i) Client shall not use the Services for any illegal purpose, such as but not limited to, terrorism or money laundering, or otherwise cause a transaction that will require the filing of a Suspicious Activity Report pursuant to the rules and regulations issued by the Financial Crimes Enforcement Network.

(ii)Client, including any of its beneficial owners or any applicable affiliated entities, does not and shall not appear on any terrorism watch list, OFAC list, or similar list maintained by the U.S. Government.

(iii) Client, including any of its beneficial owners or any applicable affiliated entities, is not involved in a business or industry that violates federal law, including, but not limited to the Controlled Substances Act, the Bank Secrecy Act, and The Anti-Money Laundering Act of 2020.

(iv) Client shall comply with all applicable laws, rules, and regulations, and shall not violate the laws of the United States.

(v)Client is solely responsible, with regard to any transfer of personal information to Paycom, for the legality and the means by which Paycom accessed or acquired such personal information, including when required by applicable law, rule, or regulation, obtaining consent for the collection, transfer and/or use of such information.

(vi) Client shall not upload any documents, information, or materials that are not related to any Paycom computer system, to the Paycom Technology through the Website Account, to or through the Data Services (as defined in Section 19), or in any other manner.

(vii) Client's use of the Services is for a commercial purpose and specifically not for any personal, family, or household purpose.

(viii) Client shall not transmit individual health information to Paycom. Notwithstanding anything to the contrary herein, the Agreement does not anticipate transmittal of or otherwise apply to individual health information that is protected under any privacy and/or security regulations implemented by the Department of Health and Human Services pursuant to its authority under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH"), or the like.

(ix) Client shall implement reasonable technical and organizational measures to protect Client's data and Paycom's system against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure, or access.

(x) Client shall immediately notify Paycom if it or its affiliates have filed bankruptcy or if a bankruptcy filing is imminent.

13.2. Client further represents and warrants Client shall not store or publish through the Services any material, or otherwise engage in any conduct, that:

(i) violates, infringes, or misappropriates the rights of others, including without limitation, any patent, trademark, trade secret, copyright, publicity right, or other proprietary rights;

(ii) involves uploading, posting, emailing, transmitting, or otherwise making available Client data that Client does not have the right to make available under any law or under contractual or fiduciary relationships (such as insider information, proprietary and confidential information learned or disclosed as part of employment relationships or under non disclosure agreements, etc.);

(iii) is unlawful, threatening, abusive, hateful, defamatory, slanderous, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, indecent, or obscene;

(iv) victimizes, harasses, "stalks", degrades, attacks, or intimidates an individual or group of individuals on any basis, including but not limited to race, color, religion, gender, age, national origin, disability, gender identify or expression, sexual orientation, and veteran or marital status;

(v) harms or exploits minors in any way;

(vi) impersonates any person, business, or entity (including but not limited to a Paycom official), or in any way falsely states or misrepresents Client's affiliation with a person or entity;

(vii) involves forging headers or otherwise manipulating identifiers in order to disguise the origin of any Client data transmitted or shared through the Services;

(viii) contains viruses or any other computer code, file, or program that interrupts, impairs, destroys, or limits the functionality of any computer software or hardware or telecommunications equipment, or otherwise permits the unauthorized use of a computer or computer network;

(ix) disrupts other clients' use of the Website Account;

(x) instigates or encourages others to commit illegal activities, cause injury to any person, or cause damage to any property;

(xi) encourages conduct that would constitute a criminal offense or that gives rise to civil liability; or

(xii) violates this Agreement or any other terms of use, rules, or policies applicable to the Services.

14. Fees and Charges. In consideration for the Services provided to Client, Paycom shall charge Client and Client agrees to pay Paycom's fees and charges. Paycom's fees and charges shall be consistent with the final written pricing proposal and other written or electronic notices provided to Client. Paycom's pricing structure and pricing to Client is confidential and shall be treated by Client as confidential, and not shared with third parties. Paycom's 'fees' include the rates, quantities and sums Paycom directly requires of Client for Paycom's provision of the Services to Client. Paycom's 'charges' include delivery costs, third party costs, banking fees, and other sums due from Client that are related to and incident to the Services. Client agrees to pay, at regular intervals, Paycom's applicable fees and charges for the Services. In the event Client chooses to group its billing together with affiliated client code entities (together, a "Multiple Client Code"), Client and each of Client's affiliated client code entities of the Multiple Client Code will be billed for all products available to the Multiple Client Code. Client and/or Client's affiliated client code entities may be charged an additional fee if any such entity utilizes the Website Account for employees that are not paid on regularly scheduled payrolls processed via the Website Account. Paycom's pricing may be amended during the Term upon prior written or electronic notice to the Client. As additional consideration for Paycom's provision of Services to Client, Client assigns to Paycom or Paycom's financial institutions or depositories any benefits derived on the funds maintained in Paycom's client accounts (i.e. any interest or investment income on funds deposited into and held in Paycom's accounts). All applicable taxes, including but not limited to sales or service taxes, are not included in the above proposal (unless specified otherwise). Client is responsible for applicable taxes in addition to the fees and charges outlined in the proposal. Applicable taxes may vary by jurisdiction.

15. Payment. To facilitate the payment of the fees, charges, or other amounts due or payable to Paycom under the Agreement, Client will provide Paycom with access to a Client bank account and will notify Paycom of the demand deposit account number

and transit routing number for the account. During the term of this Agreement, Client irrevocably consents to Paycom's use of Paycom's Client account information and Website Account access for purposes of electronically drawing funds from Client's bank account in accordance with Client's obligations set forth in the Agreement. Client hereby authorizes Paycom to process wires, drawdown wires, and/or ACH debits or credits in connection with the monies (including Paycom's compensation and fees, as well as other charges) applicable to the Agreement. Paycom's fees and charges for any and all Services provided by Paycom may be debited and/or charged at various intervals, including intervals consistent with and together with Paycom's payroll processing for Client.

16. Access Restrictions. Maintaining the confidentiality of Client's client code, user name, password, access keys, and/or other account access information (collectively "Security Information") is the sole responsibility of Client. A person with knowledge of Client's Security Information will be able to access Client's account and initiate transactions and funds transfers on behalf of Client. If an unauthorized person obtains access to Client's Security Information and initiates transactions, Paycom cannot protect Client from the result of any such transactions. Client agrees that Paycom may fully rely upon any and all instructions and directions provided using the Client's Security Information. Client agrees:

16.1. Client will not disclose its Security Information to anyone not authorized to request transactions on Client's behalf;

16.2. Client will undertake its own commercially reasonable security measures to prevent the disclosure and/or unauthorized use of its Security Information;

16.3. Client shall, at regular intervals, follow the procedures within the Website Account interface to update and/or revise its Security Information;

16.4. Client may modify its Security Information as many times as Client deems appropriate. If Client suspects that someone has access to Client's Security Information, Client shall immediately make revisions to its Security Information; immediately review all recent and pending transactions, and immediately notify Paycom of its suspicions concerning a potential breach of Client's Security Information.

16.5. Neither Paycom, nor its agents or affiliates shall be liable for any loss, claim, or circumstance in connection with instructions given by Client or anyone else using Client's Security Information. Paycom shall have the absolute right to rely upon all instructions given to Paycom using Client's Security Information.

17. Security Features. Paycom employs various security features to enhance security and limit access to the Website Account. Client is responsible for adopting its own effective internal controls concerning its payroll, funds, security, and use of the Website Account. Paycom's Services should not be relied upon to detect or disclose errors, fraud, or illegal acts of Client's employees or third parties, however Paycom's security features may assist Client in mitigating its risks concerning such matters. To the extent Client elects to disable or discontinue the use of certain security features offered by Paycom (including email notifications, IP address verification, masking informational fields, or other features), Client assumes full responsibility arising out of Client's non-use or disabling of any such security feature(s). To the extent Client directly accesses Paycom-owned databases through technologies, such as enterprise data warehouse, Client is fully liable for any and all unauthorized access or disclosures relating to Client's use of such access methods to Paycom's system. Paycom disclaims any and all responsibility arising from Client's disabling or non-use of any Paycom security feature. Client does hereby release and forever discharge Paycom from any and all demands, claims, and liabilities of whatever kind or nature, either in law or equity, whether known or unknown, which arise or may hereafter arise from Client's disabling or non-use of any Paycom security feature. Client has the option of reactivating any disabled feature at any time.

18. Internet Access. The Website Account will be accessible from the internet. Client shall be responsible for accessing the internet to utilize the Services and access the Website Account. Paycom does not warrant and shall not be responsible for the cost and maintenance of any telephone, cable internet provider, cellular network, wireless local area network, wireless tower, application distribution system, or other communication circuits required for dutiful transmission and system access. In addition, Client is solely responsible for determining whether or not Client is required to reimburse its employees for their employees' use of their own devices to access the Website Account and Services. Data files are transmitted over communication company circuits, which are wholly beyond the control and jurisdiction of Paycom and are maintained by the applicable communications companies. If these communication circuits are not functional for any reason, the data files may not accurately or completely reach Paycom's facilities or equipment. Paycom is not responsible for or in control of the continued operations or functioning of these communication circuits nor the reliability of the data files being received over them. Client shall not hold Paycom responsible in any way for any losses of any kind whatsoever resulting from the failure of any communication circuits or internet service provider to fully and properly perform, whether the failure of the communications are caused by any provider, whether Client's provider, Paycom's provider, Client's user's providers, Client's employee-user's providers, or any other provider. In the event of interruption of access to the Website Account, Paycom's sole obligation and liability shall be to restore access to the Website Account as soon as reasonably possible. Paycom makes no other warranties, express or implied, with respect to the subject

Services or the Website Account and/or the availability of the Website Account.

19. Data Services. As a part of providing Paycom's application program interface ("API"), secure file transfer protocol ("SFTP"), electronic data interchange ("EDI"), or Custom File Converter services (collectively, "Data Services"), Paycom may generate, create, and/or facilitate the creation of certain reports; allow access by Client and/or third parties to certain Website Account and third party data feeds; create or connect Client and/or third party data feeds to the Website Account; create data feed protocols to convert and facilitate the communication of data between Client's and/or third parties' systems and the Website Account; setup and automate scheduled data feed imports and transmissions; and import and transmit data. Certain Data Services (for example, API services and SFTP services) may require the use of an access key to gain access to Client data. These access keys are the sole property of Paycom and may be revoked at Paycom's discretion without notice to Client if Client violates any of the terms herein or Paycom has reason to suspect the access keys have been misused or compromised. The number of API calls or SFTP requests Client is permitted to make may be limited by Paycom as necessary to best provide quality of response. Client is permitted to use the API or SFTP interface to access Client data maintained on the Website Account and to interface with other systems in Client's organization as necessary in the ordinary course of business. Client may work with third parties only as necessary to facilitate Client's API usage, so long as such third parties are subject to the obligations imposed on Client herein. Client shall not:

(i) use the access keys, or any of the Data Services or Paycom Technology to attempt to gain access to other data on Paycom's system, or for any other purpose not expressly authorized herein;

(ii) resell applications or services that require the Data Services;

(iii) sell, transfer, or sublicense access to the Website Account Paycom Technology, or the Data Services;

(iv) commercialize (sell, rent, trade or lease) the content provided via the Website Account, Paycom Technology, or the Data Services;

(v) decompile, modify, reverse engineer, create derivative works, or otherwise alter the Website Account, Paycom Technology, or Data Services; (vi) distribute or publish links to the Website Account, Paycom Technology, or Data Services;

(vii) use robots, spiders, scraping, or other technology to access or use the Website Account, Data Services, Paycom Technology, or any of Paycom's systems;

(viii) access or attempt to access the account information of other users, or any other unauthorized information;

(ix) use the Data Services in a manner that violates any applicable laws or regulations, including but not limited to those related to privacy and data protection;

(x) use the Data Services interface in a manner that exceeds reasonable request volume or could be considered excessive or abusive usage; or

(xi) distribute or publish automation documentation, including but not limited to, API and SFTP documentation, file import formats, or file export formats (the "Documentation") to third parties.

Paycom does not, by allowing Client to use or access the Website Account, Paycom Technology, and Data Services, transfer any rights or ownership in the Website Account, Data Services, Documentation, source code, Paycom Technology, or Paycom intellectual property. The Website Account, Paycom Technology, and Data Services are and shall at all times remain the property of Paycom and Paycom alone. Paycom may update the structure of the classes, functions, reports, or data provided by the Website Account, Paycom Technology, and Data Services. Paycom may also update the associated Documentation or Paycom Technology and/or the permitted uses of the Services at any time and without notice to Client. Client acknowledges and accepts that the provision of these Data Services may result in Client's data being stored, transmitted, accessible, and handled in a manner that does not conform to the data security protocols described herein. Paycom makes no warranty or representation as to the sufficiency or adequacy of such nonconforming protocols. Client and such applicable third parties shall be exclusively responsible for adopting their own effective controls concerning access to Client's data. Client acknowledges and accepts all risks and liabilities arising from the nonconforming protocols. Client is responsible and liable for all damages caused by the nonconforming protocols. Notwithstanding anything to the contrary in the Agreement, to the extent Paycom is determined to be liable for any monetary damages arising from the Data Services, Client's remedies for all damages, losses, liabilities, demands, and causes of action, whether in contract, tort, including negligence or otherwise, shall not exceed Fifty Dollars ($50), regardless of Client's actual losses, liabilities, or injuries. As to the Data Services, the immediately preceding sentence supersedes the other limitation of liability aggregate cap provisions in this Agreement. Paycom is not an insurer against Client's risks. Client acknowledges the fees Client is actually paying for the Services is commensurate with the specific limitations of liability provided herein. To the extent the Client desires Paycom to assume a greater liability or responsibility than as set forth herein, then, an additional fee must be first quoted to Client and paid by Client before such greater responsibility shall apply to Paycom.

20. Implementation. All setup fees, conversion fees, and training fees paid by Client are non-refundable, in whole or in part. In addition to any other setup fees paid by Client, in the event of an implementation delay due solely to the fault of Client that ultimately results in a failure to utilize new or additional Services on the agreed upon check date for the initial use of the applicable Services, Client shall pay an additional fee which shall be no greater than an amount commensurate with Client's initial setup, conversion and training fees. As a condition of

Paycom agreeing to accept Client's credit card as an approved form of payment for the Services, Client agrees that any dispute that Client may raise with respect to the Services must be addressed directly between Client and Paycom. Any dispute that cannot be timely resolved to the mutual satisfaction of the parties shall be resolved in accordance with the dispute resolution provisions as contained in this Agreement. Client agrees to cooperate in good faith, and take all commercially reasonable steps to make available all information necessary for Paycom to implement and provide the Services. Client hereby consents to Paycom taking any steps Paycom deems necessary to obtain such information, including accessing and downloading information related to the Services.

21. Client's Review. To the extent Paycom regularly mails or couriers checks, paystubs, and/or reports to Client, upon Client's receipt of checks, paystubs, and/or reports from Paycom, Client shall promptly examine such checks, paystubs, and reports for each applicable pay period or reporting period and shall notify Paycom of any discrepancies between such documents and Client's own records, or any errors, omissions, or miscalculations in said documents as soon as reasonably possible, but in no event later than thirty (30) calendar days after Client's receipt of said documents. Client acknowledges and agrees that delivery fees and check stuffing fees don't always involve delivery of a physical check, paystub and/or report to Client. To the extent checks, paystubs, or reports are not regularly mailed or couriered but instead are regularly available for review through the Website Account, then Client shall regularly review and examine said documents for each applicable pay period and shall notify Paycom of any discrepancies between such documents and Client's own records or any errors, omissions, or miscalculations in said documents as soon as reasonably possible, but in no event later than thirty (30) calendar days after said documents become available on the Website Account. Client shall promptly examine all notices received from taxing authorities and governmental entities and promptly report its receipt of any such notices to Paycom. To the extent Client receives any refunds or payments from any taxing authorities or governmental entities that were not otherwise expected and that relate in any way to the Services, Client shall promptly report its receipt of such refunds or payments to Paycom and shall not deposit any such refund check until it has first advised Paycom of its receipt of said check and discussed such refund or payment with Paycom. Client agrees that it will not independently file or amend any tax returns relating to the Services during the Term of the Agreement. Paycom is not liable for any penalties and interest Client may incur as a result of Client depositing or cashing a refund or payment it should not have deposited or cashed. Client shall be solely responsible for all liabilities, judgments, losses, damages, and costs (including reasonable attorneys' fees) that result from or could have been avoided had Client timely reviewed its documents and timely advised Paycom or any other parties of any such notices, payments, funds, refunds, errors, omissions, miscalculations, or discrepancies.

22. Confidentiality. Each Party will take all of the following measures to protect all Confidential Information to the extent allowed under applicable law:

22.1. Hold all Confidential Information (as defined herein at Section 22.10) in the strictest of confidence;

22.2. Safeguard Confidential Information with the same degree of care to avoid unauthorized disclosure as it uses to protect its own information of a similar nature, but in any event, no less than reasonable care, which necessarily includes the care required by applicable law;

22.3. Not disclose Confidential Information to any of its own employees, agents, contractors, or representatives ("Representatives"), except to those of its Representatives who have signed written confidentiality agreements at least as restrictive and protective as the obligations set forth herein;

22.4. Not use (or assist or permit its Representatives to use) any of the Confidential Information for any purpose other than: (i) in connection with the performance of its obligations under the Agreement; and/or (ii) in connection with the defense or prosecution of any claim relating to the subject Services. In the event of such use in connection with defense or prosecution of a third party claim, the Party seeking to disclose Confidential Information shall, reasonably in advance, advise the other Party of its intended use of such information and shall not object to the intervention or request for protection of such information in connection with such third party claim or proceeding.

22.5. Except as otherwise provided for in Section 13(viii), each Party will maintain all information subject to applicable law in accordance with standards required by applicable law, even beyond the Term of the Agreement.

22.6. The following conditions will apply to Representatives:

(i) Representatives that will have access to Confidential Information shall be informed of the confidential nature of such information.

(ii) Each Party will impose on its Representatives, as a binding obligation, confidentiality and non-disclosure obligations consistent with the Agreement.

22.7. The restrictions in this Section shall not apply to any information to the extent that it: is or comes within the public domain other than through a breach of this Section 22; or is in a Party's possession (with full right to disclose) before receipt from the other; or is lawfully received from a third party (with full right to disclose); or is independently developed without access to or use of the Confidential Information; or is required to be disclosed by law or by a court of competent jurisdiction provided that, unless prohibited by law from doing so, the Party required to disclose such information agrees to give prior

written or electronic notice of such disclosure and to take reasonable and lawful actions available to it to avoid and/or minimize the extent of such disclosure.

22.8. In furtherance of Paycom complying with Paycom's compliance policies and programs, applicable laws, court order, or legal requirements, Paycom may disclose Confidential Information to governmental authorities and/or Paycom's financial institutions.

22.9. Either Party may seek injunctive relief for any actual or reasonably anticipated disclosure by the other, including preliminary and permanent injunctive relief, regardless of whether monetary damages caused by the breach can be determined or proved.

22.10. The term "Confidential Information" shall mean all information one Party hereto acquires from the other Party hereto relating to the Services, whether developed by the disclosing Party or by others and whether patented or patentable, including, without limitation, Personal Data (as defined in Section 23), trade secrets, unpublished patent applications, designs, processes, disaster recovery plans, audit reports, information technology structure and hardware, studies and notes containing or reflecting such information, business plans and strategies, financial information, pricing information, specifications, devices, and all information one Party hereto acquires or observes in connection with the Services, regardless of whether such information is designated as Confidential Information at the time of its disclosure.

23. Data Security. To ensure the security of Client's electronic nonpublic personal information ("Personal Data"), except as it pertains to Section 19, Paycom shall:

23.1 implement reasonable technical and organizational measures to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure, or access, in particular, where the processing involves the transmission of data over a network, and against all other unlawful forms of processing;

23.2 encrypt Personal Data while in transport over the internet and, when data is not in transport, store such data on storage that is encrypted;

23.3 upon a complete investigation and validation, promptly notify Client of any facts known to Paycom concerning any accidental or unauthorized disclosure or use, or accidental or unauthorized loss, damage, or destruction of Personal Data by any current or former employee, contractor or agent of Paycom, or any intrusion into Paycom's system caused by Paycom's failure. In the event of such accidental or unauthorized disclosure or use, or accidental or unauthorized loss, damage, or destruction of Personal Data Paycom shall reasonably cooperate with Client as required by applicable law to: (i) limit the unauthorized disclosure or use, (ii) seek the return of any Personal Data and (iii) assist in providing notice;

23.4 upon termination or expiration of the Agreement for whatever reason, Paycom shall maintain the confidentiality and data security obligations set forth herein while Paycom retains any Personal Data.

23.5 In addition to the foregoing, Paycom is not and shall not be Client's official record keeper. Accordingly, Client shall keep copies of all information and Personal Data it deems necessary.

24. Exclusions to Limitations of Liability. Notwithstanding anything to the contrary in the Agreement, including notwithstanding the paragraph entitled "LIMITATIONS OF LIABILITY" in the PHCMSA, neither Party excludes nor limits its liability to the other for any of the following (and nothing in the Agreement shall be construed as excluding or limiting such liability):

24.1. for personal injury or death resulting from its negligence or that of its employees, agents, or subcontractors:

24.2. for any matter which it would be illegal for that Party to limit its liability;

24.3. for a Party's actual fraud, defamation, or trade libel;

24.4. for a breach of: Section 12 (Client's Indemnity Obligation) and/or Section 13 (Client Representations and Warranties);

24.5. for a Party's fee(s) and/or charges due and owing pursuant to the Agreement;

24.6. for Client's failure to remit funds and/or satisfy any of its Services funding obligations; and

24.7. for, after Client remits all applicable tax monies to Paycom and after Client complies with the Agreement in all material respects, Paycom breaches its obligations in this Agreement and fails to promptly pay and remit said tax monies to applicable Taxing Authorities on Client's behalf.

24.8. for, after Client remits all applicable direct deposit and other funds to Paycom and after Client complies with the Agreement in all other material respects, Paycom breaches its obligation in this Agreement to promptly pay and remit said funds to Client's specified persons on Client's behalf.

25. Feedback; Improvement; Assignment. In the event Client, or any third party on behalf of Client submits any suggestions, ideas, criticisms, enhancement requests, feedback, recommendations, or other information or ideas regarding the Services, Paycom's products or the Paycom Technology (hereinafter referred to as "Feedback"), Client agrees that such Feedback is gratuitous, without restriction and will not place Paycom under any fiduciary or other obligation. Paycom shall be free to disclose such Feedback on a non-confidential basis to

anyone. Moreover, Client assigns to Paycom all right, title and interest in any Feedback that relates to the Services, Website Account or Paycom Technology.

26. Recording. Each Party hereby consents that such other Party may, without further notice or further notification, electronically monitor or record the telephone conversations between the parties' respective representatives in connection with the parties' business dealings. Each Party agrees that it shall have an expectation that all telephone calls made or received by either Party to the other Party are being electronically monitored or recorded by the other Party for the other Party's business purposes and/or business records retention purposes. Each Party hereby notifies the other Party that it regularly and consistently monitors or records the telephone conversations of the other Party's representatives, and that the monitoring or recording of such telephone conversations is likely to occur at any time and without further notice. It is further agreed that the monitoring or recording activities of such parties' representatives shall constitute permissible monitoring or recording pursuant to this Agreement. To the extent a Party seeks to, in the future, withdraw and revoke the consent to such monitoring and recording activities provided for in this Agreement, then in order for such revocation to be effective said Party must send a written or electronic notice to the other Party pursuant to the notice provisions of this Agreement, and any such written or electronic notice shall not be effective until at least thirty (30) days after the receiving Party receives such notice.

27. Signatory Authority; Third-Party Arrangements. To the extent the undersigned signatory is acting on behalf of a third party with respect to servicing that third party's payroll and other service needs, the undersigned signatory hereby warrants and represents to Paycom that the signatory has been appointed as the third party's duly authorized agent and has all the requisite authority to bind said third party to the obligations of the Agreement and hereby does bind said third party to each of the obligations of the Agreement. Additionally, any third party that accesses or views Client's Website Account shall be required to enter into separate agreements with Paycom governing such use. Client shall promptly provide Paycom a list of any such third parties as well as information concerning the extent of such access, disclosure or use by such third party. Client shall be exclusively responsible for all issues arising out of any Client-selected third party's access, viewing, or use of Client's Website Account.

28. Interest, Setoff, Recoupment; Interpleader and Remedies. In addition to any other rights, fees or charges provided for herein, if any amount is not paid to Paycom within five calendar days of its due date, Client shall be additionally liable for interest on said unpaid amount(s) at an interest rate of 1½% per month or the highest rate allowed by applicable law, whichever is less, from the due date until paid in full. In the event Client is in default of its payment obligations to Paycom, then Paycom shall have the right to offset and/or apply any of Client's funds being held by Paycom to any outstanding obligation of Client owing to Paycom. Notwithstanding anything to the contrary in this Agreement or any written report or communication among the parties, the specific timing or amounts of any ACH, wire or debit from Client's account shall in no way bind Paycom nor shall it have any bearing on how Paycom applies and/or allocates said funds among the Client's employee direct deposits, Paycom fees, payroll tax payments and/or other sums. In the event any monies credited or debited by Paycom and/or in Paycom's possession are subject to potential reversal, return, setoff or recoupment, then Paycom shall have the right to hold said funds during the time period of potential reversal, return, setoff or recoupment and thereafter shall promptly return all remaining funds to Client after the applicable time period has expired. Notwithstanding anything to the contrary herein, Paycom shall not be in breach of this Agreement in the event Paycom fails to remit Client funds due to: (i) garnishment or other legal process served upon Paycom concerning Client or Client's funds; (ii) a secured creditor or other person's assertion of legal process, assertion of a lien, or assertion of a claim of right to or against Client's funds; or (iii) a government entity's assertion of legal process, assertion of a lien, or assertion of a claim of right to or against Client's funds; (iv); a bankruptcy filing by Client. In any of the aforementioned instances, Paycom may suspend or withhold payment and interplead or otherwise seek relief concerning the subject funds with an applicable Court or tribunal.

29. Force Majeure. Neither Party shall be liable for delays in performance which are caused by natural disasters, strikes, war, terrorism, epidemics, pandemics, governmental shutdown orders or restrictions, utility outages, communication outages, or any other circumstances which could not have been reasonably foreseen and avoided by commercially reasonable action, or are beyond the reasonable control of such Party, except that this provision shall not excuse the failure of Client to timely meet all of its funding requirements to Paycom (including its funding, payment, and cash requirements) for any applicable Service performed by Paycom for Client. If applicable, either Party shall be excused from performance under the Agreement for the duration of the effects of such circumstances.

30. Direct Deposit Authorization Forms. Before any of Client's employees are setup for utilization of ACH direct deposit, Client shall require that each such employee sign a "Direct Deposit Authorization and Agreement" form, which authorizes Paycom to make transfers to and from the employee's account using the ACH system and which, in certain instances, authorizes Paycom to withdraw funds or reverse fund transfers from Employee's account. For each such Client employee, Client shall maintain such signed forms in Client's possession for a period of at least one year after the last payroll is processed by Paycom for said employee. Client shall provide all such signed forms to Paycom within five (5) days of Paycom's request. In the event that any

of Client's employees refuse to sign a "Direct Deposit Authorization and Agreement" form, Client shall not allow said employee(s) to utilize direct deposit. Client further agrees to cooperate with Paycom and/or any other parties to recover funds credited in error to an employee as a result of an error in processing.

31. Waiver. The failure by Client or Paycom to insist upon strict performance of the Agreement shall not constitute a waiver of that provision with respect to demands for future performance.

32. Severability. Each section, subsection and lesser section of the Agreement constitutes a separate and distinct undertaking, covenant or provision hereof. In the event that any provision of the Agreement shall be determined to be invalid or unenforceable, such provision shall be deemed limited by construction in scope and effect to the minimum extent necessary to render the same valid and enforceable, and, in the event such a limiting construction is impossible, such invalid or unenforceable provision shall be deemed severed from the Agreement, but every other provision of the Agreement shall remain in full force and effect.

33. Independent Contractors; Limitations. The Agreement establishes an independent contractor relationship only, by which Paycom will perform the Services described in the Agreement. It is not intended as, and shall not be construed to establish a partnership, joint venture, employer/employee relationship, or master/servant relationship. Paycom shall only be required to assist the Client with its obligations and perform the specific Services provided for in the Agreement, and no others. It is agreed that Paycom is not an insurer and that the fees Paycom charges are based solely on the value of the services provided for herein and the terms of this Agreement. Notwithstanding anything to the contrary in the Agreement, to the extent Paycom is determined to be liable for any monetary damages, Client's remedies for all damages, losses, liabilities, demands, and causes of action, whether in contract, tort, including negligence or otherwise, shall not exceed the applicable aggregate cap and/or amounts specifically provided for in this Agreement, regardless of Client's actual losses, liabilities, or injuries. Paycom is not an insurer against Client's risks. Client acknowledges the fees Client is actually paying for the Services is commensurate with the specific limitation of liability's provided herein. Client and Paycom acknowledge and agree that Paycom is retained under the Agreement to assist Client with certain obligations of Client and that Paycom is not an employer of Client's employees, nor a fiduciary of Client or Client's employees. Paycom is merely providing certain specified services to assist Client. Paycom responsibilities include only the Services expressly set forth herein and shall not include any other services, unless agreed to in writing. Nothing contained in the Agreement shall be deemed to permit either Party to conduct business in the name of or on account of the other Party, or to act on behalf of or bind the other Party in any manner whatsoever, except for the taking of actions by Paycom on behalf of Client in the fulfillment of Paycom's specific obligations under the Agreement.

34. No Third-Party Beneficiaries; Limited Obligations. Nothing in the Agreement creates or will be deemed to create third party beneficiaries of or under the Agreement. BY VIRTUE OF THE AGREEMENT, PAYCOM HAS NO OBLIGATIONS TO ANYONE OTHER THAN THE CLIENT ENTITY SIGNING THE AGREEMENT. BY VIRTUE OF THE AGREEMENT, PAYCOM HAS NO OBLIGATION TO ANY THIRD PARTY (INCLUDING, WITHOUT LIMITATION, TAXING AUTHORITIES AND/OR CLIENT'S EMPLOYEES, INDEPENDENT CONTRACTORS, AND/OR CONSULTANTS). Notwithstanding anything to the contrary herein, Paycom has not assumed and does not assume the obligations of an 'employer' to Client's employees or any other person or entity. Notwithstanding anything to the contrary herein, Paycom has not assumed the obligations of and is not a 'responsible party' for tax purposes.

35. Assignment.

35.1. The Agreement shall not be assigned or delegated by Client (regardless of whether such assignment or delegation is in the form of an assignment, merger, consolidation, conversion, sale of all or a portion of assets, or otherwise), in whole or in part, without the prior written consent of Paycom.

35.2. The Agreement may be freely assigned or delegated by Paycom (regardless of whether such assignment or delegation is in the form of an assignment, merger, consolidation, conversion, sale of all or a portion of assets, or otherwise), in whole or in part, without the prior written consent of Client. Paycom will advise Client of such assignment, which may be made via email to the email address provided in Client's Website Account and shall be deemed received by Client upon Paycom's sending of such email. Client hereby waives any restrictions under applicable law with respect to the assignment. Upon the request of Paycom, Client agrees to promptly execute and deliver an acknowledgement of assignment in form and substance satisfactory to Paycom and such other documents and assurances as reasonably requested by Paycom or Paycom's assignee.

35.3. Subject to the foregoing, the terms and conditions of this Agreement shall be binding upon and inure to the benefit of each Party and its respective successors and assigns.

36. Electronic Signature. Paycom and Client agree to conduct this transaction and, unless this consent is specifically revoked, subsequent transactions by electronic means and that an electronic signature of either Party or both Parties, including fax signature, PDF signature, scanned signature, typed-out

signature, or other electronic means, shall have the same legally binding force and effect as an original signature. An executed copy of the Agreement may be delivered by one or more of the Parties by facsimile, email, or similar instantaneous electronic transmission device pursuant to which the signature of, or on behalf of, the Party can be seen, and such execution and delivery shall be considered valid, legally binding, and effective for all purposes.

37. Entire Agreement, Amendments, and Modifications. The Agreement represents the entire agreement between the Parties, and there are no inducements, representations, or warranties, or any other oral or other written agreements or understandings between the Parties affecting the Agreement, or related to the Services to be provided by Paycom or the obligations undertaken by Client or Paycom under the Agreement. Paycom may amend the Agreement at any time in its sole discretion, effective upon providing notice of the amended terms with an electronic notification to Client that such Agreement has or is being amended and is available for review by Client; and Client's continued use of Paycom's Services after an amendment's effective date constitutes Client's acceptance of such amendment. With respect to the Services, the Agreement supersedes all previous agreements and negotiations between the Parties. It is understood and agreed that no employee, officer, or director of Paycom has the authority to modify the Agreement orally.

38. Venue; Governing Law; Class Action Waiver; Waiver of Sovereign Immunity. All issues and questions concerning the construction, validity, enforcement, performance, and interpretation of the Agreement or arising from any business dealings by or among the Parties shall be governed by, and construed in accordance with, the laws of the State of Oklahoma. With respect to any claim arising out of the Agreement, each Party irrevocably submits to the exclusive jurisdiction and exclusive venue of the courts of the State of Oklahoma, or the United States District Court, located in Oklahoma County, Oklahoma.

Any legal proceedings to resolve or litigate any dispute will be conducted solely on an individual basis. *No Party will seek to have any dispute with the other Party heard as a class action or heard within an already-pending class action proceeding, or in any other proceeding in which either Party or any litigant acts or proposes to act in a representative capacity. Any and all such rights to proceed on a class-wide basis are hereby waived. No proceeding will be combined with another without the prior written consent of all parties to all affected proceedings.* Neither party will avail itself to third-party practice procedures, nor file a third-party complaint, petition, cross-claim, or pleading against the other Party, that would have the result of commencing or initiating claims against the other Party in a court other than the courts provided for in the exclusive venue provisions set forth in this Section. *If any portion of this class action waiver is deemed invalid, illegal and/or unenforceable, then that portion will be severed with the remainder remaining in full force and effect.*

To the extent allowed by law, Client expressly waives any claim of sovereign immunity as to Client's business dealings with Paycom if applicable (i.e. Native American Nations). If either Party brings a legal action to enforce the Agreement, the prevailing Party in such action, as determined by the court, shall be entitled to recover reasonable attorneys' fees and litigation expenses as determined by the court. Client and the undersigned individual each represent that the signatory to the Agreement is authorized to enter into such agreement on behalf of Client.

39. WAIVER OF JURY TRIAL. TO THE MAXIMUM EXTENT PERMITTED BY LAW, PAYCOM AND THE CLIENT EACH HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY ISSUE TRIABLE BY A JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT NOW OR HEREAFTER EXISTS WITH REGARD TO THE AGREEMENT OR THE PARTIES' BUSINESS DEALINGS, OR ANY CLAIM, COUNTERCLAIM, OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY PAYCOM AND THE CLIENT AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY MAY OTHERWISE ACCRUE. PAYCOM AND THE CLIENT ARE HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY THE OTHER PARTY.

40. Use of SSNVS. Paycom may utilize the Social Security Number Verification Services ("SSNVS") to verify employee Social Security Numbers ("SSNs") and names solely to ensure that the records of current or former employees are correct for the purpose of completing Internal Revenue Service (IRS) Form W-2 (Wage and Tax Statement). SSA returns all names and SSNs submitted and indicates if an individual's name and SSN matches or does not match. If the individual's name and SSN does not match their records, SSA advises that their response (1) does not imply that you or your employee intentionally provided incorrect information about the employee's name or SSN, (2) does not make any statement about your employee's immigration status, and (3) is not a basis, in and of itself, to take any adverse action against the employee such as laying off, suspending, firing or discriminating against the employee. Furthermore, reliance on the verification information SSA provides to justify adverse action against a worker may violate State or Federal law. Please consult your legal counsel before doing so and/or before determining whether to opt-out of this additional feature. It is appropriate to use SSNVS only once an official employer-employee relationship has been established. The functions being performed by Paycom shall adhere to the

proper use of SSNVS. Please be advised that this service is available at no cost from SSA and this service is not the product of a unique or exclusive arrangement between SSA and Paycom.

41. Survival. The following will survive any termination or expiration of the Agreement:

41.1. General Terms and Conditions, sections 2 (Paycom Representations and Warranties), 4 last paragraph (Paycom's Intellectual Property; Use of Trademarks and Trade Names), 5 (Paycom's Indemnification Obligation), 6 (Reliance on Client's Information; Responsibility for Amended Returns; Exclusions; Instructions; Concurrent Actions), 8 (Term and Termination), 12 (Client's Indemnity Obligation), 13 (Client Representations and Warranties), 16 (Access Restrictions), 17 (Security Features), 19 (Data Services), 21 (Client's Review), 22 (Confidentiality), 23 (Data Security), 24 (Exclusions to Limitations of Liability), 28 (Interest, Setoff, Recoupment; Interpleader and Remedies), 29 (Force Majeure), 34 (No Third-Party Beneficiaries; Limited Obligations), 38 (Venue; Governing Law; Class Action Waiver; Waiver of Sovereign Immunity), and 39 (WAIVER OF JURY TRIAL).

41.2. The Limitations of Liability paragraph in the PHCMSA.

AGREED AND ACCEPTED BY CLIENT:

_____
COMPANY LEGAL NAME

_____
TYPE OR PRINT NAME TITLE

_____
AUTHORIZED SIGNATURE

PAYCOM PAYROLL, LLC d/b/a PAYCOM:

_____
AUTHORIZED SIGNATURE

_____
TYPE OR PRINT NAME

Reporting Agent
TITLE

*********************************REST OF PAGE INTENTIONALLY LEFT BLANK*********************************

Agenda Date: 3/10/2025

Consent Agenda - Roll Call Vote

Schedule Public Hearing – Able Medical Devices Industrial Development District

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.

A public hearing is a required step in the process to establish an Industrial Development District.

FISCAL EFFECT:

None.

RECOMMENDATION:

Schedule a public hearing to establish the proposed Industrial Development District for Able Medical Devices at the March 31, 2025 City Commission meeting.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Longyear Request

LONGYEAR

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

210 NORTH FRONT STREET, 1ST FLOOR MARQUETTE, MI 49855 PHONE: (906) 228-7960 FAX: (906) 228-9499

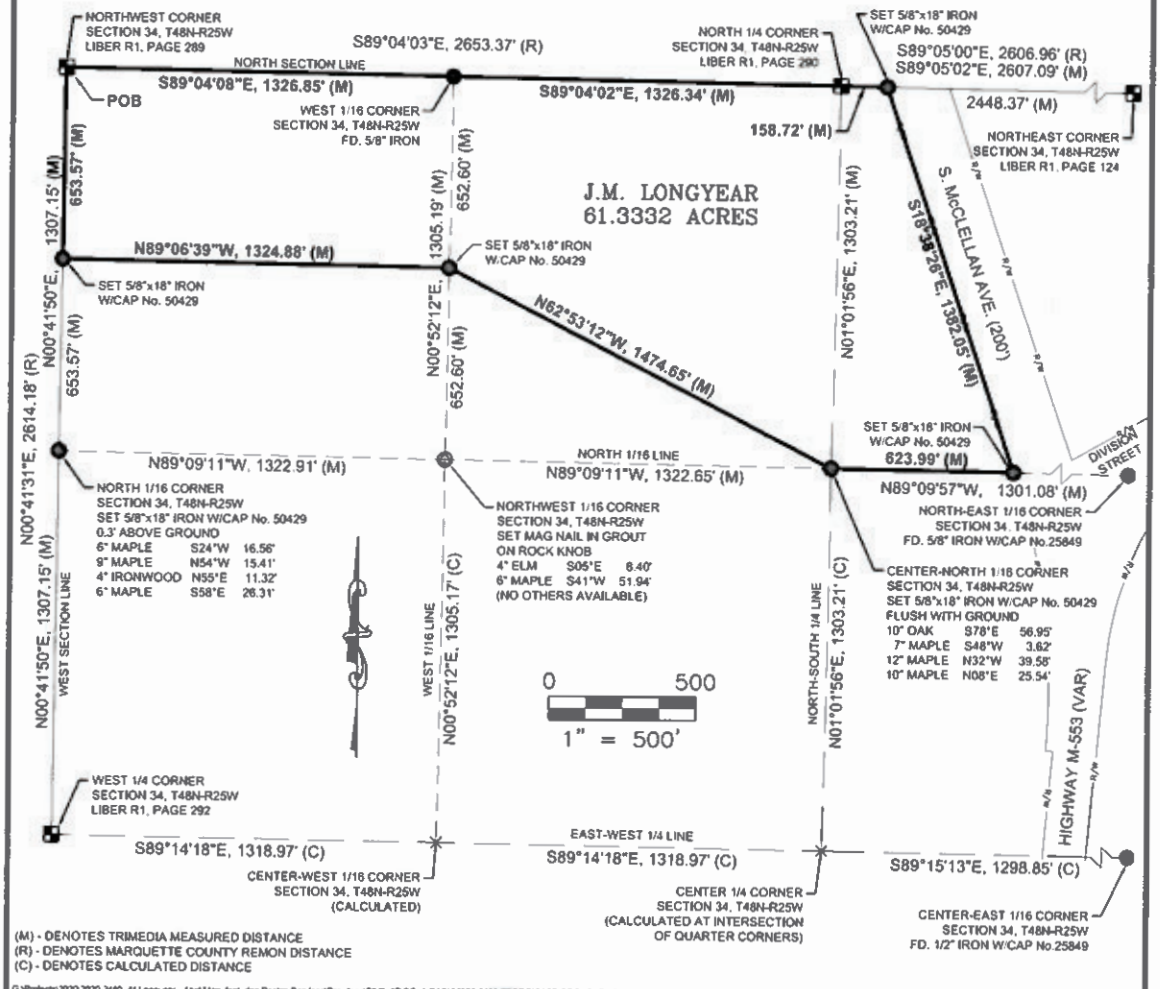

46 Degrees 31' 14"N
87 Degrees 25' 10"W
46 Degrees 31' 14"N
87 Degrees 24' 57"W
46 Degrees 31' 10"N
87 Degrees 24' 55"W
46 Degrees 31' 7"N
87 Degrees 25' 7"W

CERTIFICATE OF SURVEY

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

LEGAL DESCRIPTION

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 Avnue; 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, 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°06'39"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.



(M) - DENOTES TRIMEDIA MEASURED DISTANCE
(R) - DENOTES MARQUETTE COUNTY REMON DISTANCE
(C) - DENOTES CALCULATED DISTANCE

G:\Projects\2020\2020-2460 .All Longyear - Abel Manufacturing Design Services\Drawings\CIVIL 3D BOUNDARY 2020-2460 CERTIFICATE OF SURVEY.DWG

TRIMEDIA ENVIRONMENTAL & ENGINEERING
830 WEST WASHINGTON STREET
MARQUETTE, MICHIGAN 49855
(906)228-5125
ESCANABA, MICHIGAN PHOENIX, ARIZONA MARSHALL, MICHIGAN SUPERIOR, WISCONSIN

NORTH

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

SEC. TWP. RANGE 34 48N 25W

MUNICIPALITY: CITY OF MARQUETTE

ENCROACHMENTS: NONE

SHEET 1 OF 1

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.

SCALE: 1"= 500'	CLIENT: J.M. Longyear, LLC
APPROVED BY: EJR	JOB NO.: 2020-2460
DRAWN BY: SJB	DATE: 01/08/2021

TRIMEDIA ENVIRONMENTAL AND ENGINEERING, LLC

BY: _____
Stacey J. Bluse, P.S. No. 4001050429

DATE: 01/08/2021

STATE OF MICHIGAN
STACEY JAMES BLUSE
License No. 4001050429
LICENSED PROFESSIONAL SURVEYOR

Agenda Date: 3/10/2025

New Business
Waterfront Safety Warning Tower

BACKGROUND:

The fire department would like to procure one additional waterfront safety warning tower. This would provide coverage for all of the city's Lake Superior beaches. Installation would take place prior to the 2025 beach season. There is no advantage to the competitive bidding process because SwimSmart Technology, LLC is the sole source of safety warning towers. SwimSmart Technology LLC has submitted a quote for $35,560 for one tower.

FISCAL EFFECT:

There are sufficient funds available in the FY '25 waterfront safety budget.

RECOMMENDATION:

Waive the competitive bid process and approve the purchase of one safety warning tower from SwimSmart Technology, LLC, in the amount of $35,560.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Waterfront Safety Warning Tower

SwimSmart Warning Systems

Invoice

SwimSmart Technology LLC
P.O. Box 152
Marquette, Michigan, 49855

Date 2/15/2025
Quote # SSI-250215-106381
Terms Net 30

BILL TO

City of Marquette
300 W. Baraga Ave., Marquette
Michigan, 49855
Attn: Leah LaCasse
Accounts Payable
906-225-8558
accountspayable@marquettemi.gov

SHIP TO

City of Marquette
418 S. Third St., Marquette
Michigan, 49855
Attn: Ian Davis
Fire Chief
906-225-8940
idavis@marquettemi.gov

#	ITEM DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	SSQ-240531-19	1	-	$35,560	$35,560

NOTES

- Sale is contingent upon the acceptance of SwimSmart terms and conditions: https://swimsmarttech.com/terms.
- Please contact jacob.soter@swimsmarttech.com for ACH routing information.
- OR please make checks out to SwimSmart Technology LLC and mail checks to the following address: P.O. Box 152, Marquette Michigan 4985

Subtotal	$35,560
Freight	INCLUDED
Tax	EXEMPT
Total Cost	**$35,560**