City of Marquette, MI

Meeting Agenda
City Commission

Monday, October 25, 2021
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. Election Board, by City Clerk Kyle Whitney

2. Consent Agenda - Roll Call Vote

- **2.a.** Approve the minutes of the October 12, 2021 regular Commission meeting
- **2.b.** Approve the total bills payable in the amount of $1,623,839.89
- **2.c.** Biogas Conditioning Skid Media and Testing
- **2.d.** Cogeneration Maintenance Agreement
- **2.e.** ESRI Contract Renewal
- **2.f.** Hockey Mutineers of Marquette - Lease Agreement
- **2.g.** Lakeshore Boulevard - Resolution for Conveyance of Great Lakes Bottomlands - Roll Call Vote
- **2.h.** Marquette City Hall Roof Repair
- **2.i.** Marquette Figure Skating Club - Ice Contract
- **2.j.** New Liquor License Application - Roll Call Vote
- **2.k.** Proclamation Supporting National Community Planning Month
- **2.l.** Purchase of Belt Press Polymer
- **2.m.** Marquette Junior Hockey Corporation - Concession Lease Agreement
- **2.n.** Marquette Junior Hockey Corporation - Ice Contract
- **2.o.** Master Agreement to Purchase Services (In-Home Services)
- **2.p.** Proclamation - November Family Court Awareness Month

Unfinished Business

3. Supervisors' Labor Agreement
4. City Attorney Services

New Business

5. Appointment of City Attorney
6. City Hall Labor Agreement
7. MDOT US41 Reconstruction and Resurfacing Project - City Utility Replacements
8. Temporary Marihuana Events Policy and Resolutions- Roll Call Vote

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

Comments from the Commission

Comments from the City Manager

Adjournment

Kyle Whitney, City Clerk

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

Agenda Date: 10/25/2021

Consent Agenda - Roll Call Vote

Approve the minutes of the October 12, 2021 regular Commission meeting

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Oct. 12 minutes

City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Meeting Minutes
City Commission

Tuesday, October 12, 2021
6:00 PM
Commission Chambers

Call to Order, Pledge of Allegiance and Roll Call

Present: Bonsall, Davis, Hanley, Hill, Mayer, Smith, Stonehouse

Approval of the Agenda

Commissioner Jessica Hanley moved to Approve the agenda as presented, seconded by Commissioner Cody Mayer and Carried Unanimously.

Announcements

Mayor Smith said that the Morning Thunder Drum Group played a traditional song prior to tonight's meeting, in conjunction with tonight's land acknowledgment proclamation.

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

Ryan Stock, an assistant professor at Northern Michigan University, spoke about the threat posed by climate change, and about the need for strong leadership.
Isabel Homkamp, Eli Williams, Sarah Mittlefehldt, Sophia Benigni, Karen Schmidt, John O'Brien, Calista Rockwell, Joe Sabol and Annika Enders all spoke in support of a strong response to climate change and the attendant issues.
Lesley Williams spoke in opposition to the proposal to provide recycling carts for all residents, and said she would like the carts to be optional.
Margaret Brumm said the easiest and most direct step to take toward climate change mitigation is to keep the community clean, including picking up cigarette butts.

Presentation(s)

1. Presentation of MEDC Redevelopment Ready Communities (RRC) Certification, by Christopher Germain, AICP, EDFP | Senior RRC Planner

Christopher Germain, representing the Michigan Economic Development Corporation, presented the City with an original sculpted wall hanging, acknowledging the City's recent designation as a Redevelopment Ready Community.

2. Downtown Development Authority, by Executive Director Becky Finco

Marquette Downtown Development Authority Director Becky Finco provided an

update on the DDA's activities and initiatives from the past year. This included updates on DDA projects, the Farmers Market and a list of newly opened businesses.
Commissioner Evan Bonsall said that the people gathered in the audience tonight should strongly consider becoming involved in the City in some way, and he suggested that the DDA board was a great way to become more involved in City activities.

Public Hearing(s)

3. Establishment of an Obsolete Property Rehabilitation Act District

Mayor Smith opened the public hearing.
Anne White stated that she was the property owner for 136 W. Washington Street and said she was available to provide any information the Commission may need.
With no one else to speak, Mayor Smith closed the public hearing.

Commissioner Fred Stonehouse moved to Approve the establishment of an Obsolete Property Rehabilitation District at 136 West Washington Street, and direct the Mayor and Clerk to sign the resolution, seconded by Commissioner Sally Davis and Carried Unanimously by Roll Call Vote.

4. Obsolete Property Rehabilitation Exemption Certificate

Mayor Smith opened the public hearing. With no one to speak, Mayor Smith closed the public hearing.

Commissioner Fred Stonehouse moved to Approve a three-year Obsolete Property Rehabilitation Act Exemption Certificate for 136 West Washington Street, and direct the Mayor and Clerk to sign the resolution, seconded by Commissioner Jessica Hanley and Carried Unanimously by Roll Call Vote.

5. Consent Agenda - Roll Call Vote

Commissioner Evan Bonsall moved to Approve the Consent Agenda as presented, seconded by Commissioner Sally Davis and Carried Unanimously by Roll Call Vote.

5.a. Approve the minutes of the September 27, 2021 regular Commission meeting

5.b. Approve the total bills payable in the amount of $8,295,523.21

5.c. Audit Contract for Fiscal Years 2021 through 2023

5.d. EDA Build Back Better Grant Resolution- Roll Call Vote

5.e. Hockey Mutineers of Marquette - Ice Use Agreement

5.f. Hockey Mutineers of Marquette - Lease Agreement

5.g. Novatime Software Solution

5.h. Proclamation- Land Acknowledgement

5.i. Tub Grinding Services

New Business

6. City Attorney Services

Mayor Pro Tem Jenn Hill moved to Authorize the creation of a three-member City Commission subcommittee - appointed by the mayor - to discuss City Attorney services and make a recommendation to the Commission on how to proceed, seconded by Commissioner Cody Mayer and Carried Unanimously.

7. Marquette County Intergovernmental Housing Task Force Resolution - Roll Call Vote

Commissioner Evan Bonsall moved to Approve the resolution supporting the Marquette County Intergovernmental Housing Task Force and appoint Assistant City Manager Sean Hobbins as the representative for the City of Marquette, seconded by Mayor Pro Tem Jenn Hill and Carried Unanimously by Roll Call Vote.

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

Ryan Stock said he appreciated everyone who came today to support local climate action and he requested the City Commission draft a climate emergency resolution. Paul Schloegel said it was good to see so many people come to tonight's meeting and it was even better to see them stay for the entire meeting. He also spoke on some of the ways to begin improving an individual's impact on the climate and the environment. Margaret Brumm spoke about forming connections with others in the community and she asked people to give their time to the Hurley Field renovation project.

Comments from the Commission

Commissioner Stonehouse said the City Commission may want to re-evaluate its recent decision on recycling carts. He said the public response he has seen has indicated it's an issue. He congratulated the City on becoming a Redevelopment Ready Community, and explained a bit about the different boards and entities involved in the issues raised by the people raising concerns tonight about the impacts of climate change.

Commissioner Bonsall thanked those who attended tonight and said this is an effective way of making your voice heard in local government. He said climate change is a serious concern and that the City has been making moves in the right direction, though there is always more to be done. He encouraged residents to contact him directly if they had additional questions or concerns. He said the action on the county housing task force was great and that he agrees that recycling may need to be discussed further at a City Commission level.

Commissioner Davis asked the City Manager to share the official trick-or-treat hours, and noted that many DDA businesses will also be permitting trick-or-treating. She

thanked Mr. Stock and the others for attending tonight and said she agreed with Commissioner Bonsall and Mr. Schloegel - this is an issue that the City has made some progress on, and it's one that individuals can make a difference on. Said she wants a better and more effective recycling program, and asked residents to continue reaching out with their opinions.

Commissioner Hanley thanked those who spoke on climate change and said she agrees on the seriousness of the topic and that we should take swift steps. She said she would love to discuss the topics with people directly on this topic.

Mayor Pro Tem Hill thanked the residents and the drum group. She said the last 18 months has been rough for everyone and that the focus tonight seems very much on the future. A lot has changed, and she is looking forward to a community conversation about how to move forward as a community.

Commissioner Mayer spoke about how much has changed in the last two years. Two years ago he was student body president at NMU and he read a land acknowledgment proclamation and heard mixed feedback from the community. He said it was amazing tonight to hear the Mayor of Marquette read a similar citywide proclamation. He thanked people for turning out tonight and urged them to stay involved.

Mayor Smith thanked those that attended tonight and said that it truly impacts commissioners to see a group with a unified message show up and stay through the meeting. She commented on climate change, recycling carts and essential city services. She reminded residents that there is an election on Nov. 2 for seats on the City Commission and the Board of Light and Power.

Comments from the City Manager

City Manager Kovacs said the city is designating trick-or-treating hours from 4 to 7 p.m. on Oct. 31. She noted that she will be hosting Community Office Hours this week and she noted that the archway on Presque Isle was damaged recently and will be repaired.

Adjournment

Mayor Smith adjourned the meeting at 7:47 p.m.

_____ _____

Jennifer A. Smith, Mayor **Kyle Whitney, City Clerk**

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Agenda Date: 10/25/2021

Consent Agenda - Roll Call Vote
Biogas Conditioning Skid Media and Testing

BACKGROUND:

The co-generation units at the Wastewater Plant require the biogas to be treated before being burned in the units. Two compounds, Hydrogen Sulfide (H2S) and Siloxanes, must be reduced to protect the engines. Specially formulated media is used to remove the compounds from the biogas. Over time that media is used up and must be replaced. The life of the media is dependent on the amount of H2S and Siloxanes in the raw gas. Because this compound is variable, we can only give an estimate of how many media changeouts will be needed. Staff has estimated $35,000 will be required to cover the annual cost of the media changeouts and required gas testing.

FISCAL EFFECT:

Sufficient funds are available in the Capital FY 2021/2022 Wastewater budget.

RECOMMENDATION:

Approve the expenditure in the amount not-to-exceed $35,000 to Unison Solutions for media replacement and gas testing.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

Agenda Date: 10/25/2021

Consent Agenda - Roll Call Vote
Cogeneration Maintenance Agreement

BACKGROUND:

At the July 31, 2017 meeting, the City Commission entered into a performance contract with Johnson Controls, Inc. to provide an energy-based performance contract solution. Part of the scope included biogas cogeneration units at the Wastewater Plant. The units are designed to run 24/7 and require specialized maintenance. Kraft Power is the manufacturer, is capable of providing necessary maintenance, and they have a service center in Gaylord, Michigan.

FISCAL EFFECT:

There are sufficient funds in the Wastewater 2021/22 budget.

RECOMMENDATION:

Approve the expenditure up to $40,000 to Kraft Power for cogeneration maintenance at the Wastewater Plant.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

Agenda Date: 10/25/2021

Consent Agenda - Roll Call Vote
ESRI Contract Renewal

BACKGROUND:

The City utilizes ESRI ArcGIS software for mapping City assets. The City renews this software contract with ESRI every three years. The new contract will cost an average of $27,500 annually, or $82,500 for the contract. The three-year contract is set to renew in January 2022.

FISCAL EFFECT:

The budgeted amount for FY 2021-22 is $25,000. ESRI raised their prices by 10%. The current FY budget was finalized before the City was notified of the increase. ESRI will charge the City $25,000 the first year and $28,750 each of the remaining years of the contract. The total cost of the three-year contract remains as $82,500.

RECOMMENDATION:

Approve the three-year contract with ESRI, and authorize the City Manager or her designee to sign the contract for the ArcGIS software.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ESRI QUOTE

September 29, 2021

Mr. Todd Carruth
City of Marquette
300 W Baraga Ave
Marquette, MI 49855-4712

Dear Todd,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.

- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.

- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.

- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.

- The organization will provide an annual report of installed Esri software to Esri.

- Esri software and updates that the organization is licensed to use will be automatically available for downloading.

- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

   "THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

   Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.

3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.

4. Send the purchase order and agreement to the address, email or fax noted below:

   Esri
   Attn: Customer Service SG-EA
   380 New York Street
   Redlands, CA 92373-8100

   e-mail: service@esri.com
   fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Angela Bramer

Quotation # Q-447191

Date: September 29, 2021

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 342567 Contract #

City of Marquette
Engineering Dept
300 W Baraga Ave
Marquette, MI 49855-4712

ATTENTION: Todd Carruth
PHONE: (906) 225-4358
EMAIL: tcarruth@mqtcty.org

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 9/28/2021 To: 12/27/2021

Material	Qty	Term	Unit Price	Total
168177	1	Year 1	$25,000.00	$25,000.00
Populations of 0 to 25,000 Small Government Term Enterprise License Agreement				
168177	1	Year 2	$28,750.00	$28,750.00
Populations of 0 to 25,000 Small Government Term Enterprise License Agreement				
168177	1	Year 3	$28,750.00	$28,750.00
Populations of 0 to 25,000 Small Government Term Enterprise License Agreement				

Subtotal:	$82,500.00
Sales Tax:	$0.00
Estimated Shipping and Handling (2 Day Delivery):	$0.00
Contract Price Adjust:	$0.00
Total:	$82,500.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	Email:	Phone:
Angela Bramer	abramer@esri.com	(909) 793-2853 x8378

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

This offer is limited to the terms and conditions incorporated and attached herein.

Quotation # Q-447191

Date: September 29, 2021

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 342567 Contract #

City of Marquette
Engineering Dept
300 W Baraga Ave
Marquette, MI 49855-4712

ATTENTION: Todd Carruth
PHONE: (906) 225-4358
EMAIL: tcarruth@mqtcty.org

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 9/28/2021 To: 12/27/2021

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF $_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

___ I agree to pay any applicable sales tax.

___ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

_____ _____
Signature of Authorized Representative **Date**

_____
Name (Please Print)

_____
Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	**Email:**	**Phone:**
Angela Bramer	abramer@esri.com	(909) 793-2853 x8378

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

This offer is limited to the terms and conditions incorporated and attached herein.

Esri Use Only:
Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____

SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-1)

This Agreement is by and between the organization identified in the Quotation (**"Customer"**) and **Environmental Systems Research Institute, Inc.** (**"Esri"**).

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities

Desktop Software and Extensions (Single Use)
ArcGIS Desktop Advanced
ArcGIS Desktop Standard
ArcGIS Desktop Basic
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions
ArcGIS Enterprise and Workgroup (Advanced and Standard)
ArcGIS Monitor
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager

Enterprise Additional Capability Servers
ArcGIS Image Server

Developer Tools
ArcGIS Engine
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
ArcGIS Runtime (Standard)
ArcGIS Runtime Analysis Extension

Limited Quantities
One (1) Professional subscription to ArcGIS Developer
Two (2) ArcGIS CityEngine Single Use Licenses
50 ArcGIS Online Viewers
50 ArcGIS Online Creators
10,000 ArcGIS Online Service Credits
50 ArcGIS Enterprise Creators
2 ArcGIS Insights in ArcGIS Enterprise
2 ArcGIS Insights in ArcGIS Online
5 ArcGIS Tracker for ArcGIS Enterprise
5 ArcGIS Tracker for ArcGIS Online
2 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
2 ArcGIS Utility Network User Type Extensions (Enterprise)
2 ArcGIS Trace Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	**2**
Number of Tier 1 Help Desk individuals authorized to call Esri	**2**
Maximum number of sets of backup media, if requested*	**2**
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

_____
(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Address: _____

City, State, Postal Code: _____

Country: _____

Quotation Number (if applicable): _____

Telephone: _____

Fax: _____

E-mail: _____

1.0—Additional Definitions

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at https://www.esri.com/en-us/legal/terms/full-master-agreement and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—Additional Grant of License

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—Term, Termination, and Expiration

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—Product Updates

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at https://support.esri.com/en/other-resources/product-life-cycle. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—Maintenance

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at https://www.esri.com/en-us/legal/terms/maintenance). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.

2. The Tier 1 Help Desk will be fully trained in the Products.

3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.

4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.

5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer’s organization.

6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.

2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.

3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—Endorsement and Publicity

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—Administrative Requirements

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—Ordering, Administrative Procedures, Delivery, and Deployment

8.1 Orders, Delivery, and Deployment

a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

c. Esri's federal ID number is 95-2775-732.

d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

b. The following information will be included in each Ordering Document:

(1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
(2) Order number
(3) Applicable annual payment due

9.0—Mergers, Acquisitions, or Divestitures

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

Agenda Date: 10/25/2021

Consent Agenda - Roll Call Vote
Hockey Mutineers of Marquette - Lease Agreement

BACKGROUND:

Hockey Mutineers of Marquette has requested the City Commission consider leasing locker room space at Lakeview Arena. Staff has worked with the City Attorney and Hockey Mutineers of Marquette to draft a standard Lease Agreement which provides for the terms and conditions of the request. The monthly payment is $1,078, the first payment of which is due upon execution of this agreement. The term of the lease is five months (October 15, 2021 to March 15, 2022).

The proposed lease agreement was introduced at the Commission's October 12, 2021 meeting and approved as recommended to move the lease agreement forward to the October 25, 2021 meeting.

FISCAL EFFECT:

The Lakeview Arena fund will receive $5,390 in revenue for FY 22 budget.

RECOMMENDATION:

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

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Lease and Exhibit A

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2021, by and between **THE CITY OF MARQUETTE**, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, Michigan 49855, hereinafter "LESSOR", and the **HOCKEY MUTINEERS OF MARQUETTE,** a Michigan corporation of 401 E. Fair Avenue, Marquette Michigan 49855, hereinafter "LESSEE".

Recitals

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

B. Lessee desires to lease from Lessor and Lessor is willing to lease to Lessee space known as the former Marquette Electricians locker room in Lakeview Arena consisting of the coaches' office, locker area, showers and restroom in accordance with the terms and conditions contained herein.

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

I – Leased Premises

1.1 Lessor leases to Lessee space as known as the former NMU locker room in Lakeview Arena consisting of the coaches' office, locker area, showers and restroom.

1.2 Lessee shall develop architectural and engineering plans for renovations required to meet specific needs of Lessee for its intended uses. Lessee shall obtain Lessor's written approval of all such plans and specifications prior to beginning any construction activity.

II – Term of Lease

2.1 The term of this lease shall be for a period of five (5) months from October 15, 2021 to March 15, 2021.

III – Rent

3.1 Lessee shall pay $5,390.00 for the entire lease term, the first payment of $1,078.00 being due October 15, 2021 with subsequent equal payments due the 15th day of each month for the remainder of the lease term. This rent includes rent for the locker room space at $12.00 per square foot for 974 square feet for 5 months; rent for the coaches office at $6.00 per square foot for 208 square feet for 5 months.

3.2 Lessee shall be responsible for maintaining the Leased Premises.

VI – Maintenance and Repair

6.1 Lessee shall be responsible for ordinary janitorial and cleaning services of the Leased Premises.

6.2 Lessee shall be responsible for the maintenance and repair of Lessee's fixtures, furniture and equipment, which Lessee has brought to the Leased Premises, or which are peculiar to Lessee's uses. Lessee shall be solely responsible for maintaining said fixtures, furniture and equipment in a safe condition and good repair.

6.3 Lessee must obtain written consent of Lessor for all signage used by Lessee in the Leased Premises and adjoining premises. All signage approved by Lessor shall be maintained in good condition and repair.

6.4 Lessor reserves the right to make any repairs or alterations that it deems necessary and desirable to the common areas.

VII – Insurance and Indemnity

7.1 Lessee shall not permit any activity anywhere within Lakeview Arena or the parking areas adjacent to Lakeview Arena which would invalidate or be in conflict with Lessor's fire, boiler, sprinkler, water damage, and extended coverage insurance policies covering Lakeview Arena and the contents therein.

7.2 Lessee shall not permit any activity anywhere within Lakeview Arena or the parking areas adjacent to Lakeview Arena which would cause Lessor's rate for the insurance described herein to be increased.

7.3 Lessee at its sole expense shall be responsible for insuring its own tangible personal property, equipment, and fixtures from loss from fire and other casualty and shall at all times provide Lessor with a certificate evidencing such coverage.

7.4 Lessee at its sole expense shall maintain liability insurance protecting and insuring Lessee and Lessor from all claims for injury or damage to persons or property arising out of the use of Leased Premises or the common areas of Lakeview Arena by Lessee, its employees, agents, invitees, and licensees. The amount of the insurance shall be not less than One Million Dollars ($1,000,000.00) per occurrence for accident, bodily injury, or death and not less than Five Hundred Thousand Dollars ($500,000.00) for property damage. Lessee shall at all times provide Lessor with a copy of said policies with proof of payment of premium thereon. The insurance policies shall bear endorsements to the effect that the insurer agrees to notify Lessor not less than thirty (30) days in advance of any modification or cancellation thereof.

7.5 Lessee will indemnify and hold Lessor harmless from and against all loss, cost, expense and liability whatsoever (including Lessor's cost of defending against the foregoing, such

XII – Lessor's Right to Perform Lessee's Obligation

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

XIII – Default by Lessee

13.1 The occurrence of the following event may, at Lessor's option, be deemed an event of default:

a) failure to perform Lessee's covenants and agreements contained in this agreement, provided, however, that Lessor has provided Lessee with written notice of the failure and Lessee has failed to promptly commence to cure the default and diligently prosecute the curing of the default which remains uncured for a period of thirty (30) days after written notice from Lessor.

13.2 In the event of default by Lessee, Lessor shall have the following remedies:

a) In the event of the occurrence of an event of default, Lessor shall have the right to give ninety (90) days of written notice of termination to Lessee and on the date specified in said notice, the lease will terminate unless, on or before the date of termination, all arrears of rent and other sums due from Lessee to Lessor and all other events of default have been fully cured.

b) Lessor shall have the right to terminate and repossess the Leased Premises without prejudice to other remedies that Lessor may have. Upon receipt of notice of termination, Lessee shall remove itself and any other person occupying the premises.

c) Lessor shall have all the rights and remedies of a Lessor as provided by applicable law.

13.3 The rights and remedies of Lessor shall be cumulative as more particularly provided at law or in equity pursuant to the laws of the State of Michigan.

XIV – Surrender of Leased Premises Upon Termination of Lease

14.1 All renovations and improvements shall be at Lessee's expense and shall be considered fixtures and owned by Lessor at the termination of lease. Upon the expiration or

be deemed served on the earlier of receipt or three (3) working days after the date of mailing.

15.8 Each person executing this Lease for a party hereby represents and warrants that he or she has the full power and authority to enter into this Lease on behalf of the party for which he or she signs and to make this lease binding on such party.

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

CITY OF MARQUETTE

_____

Jennifer A. Smith, Mayor

_____

Kyle Whitney, City Clerk

Approved as to Substance:

_____

Karen M. Kovacs, City Manager

Approved as to Form:

_____

Suzanne C. Larsen, City Attorney

HOCKEY MUTINEERS OF MARQUETTE

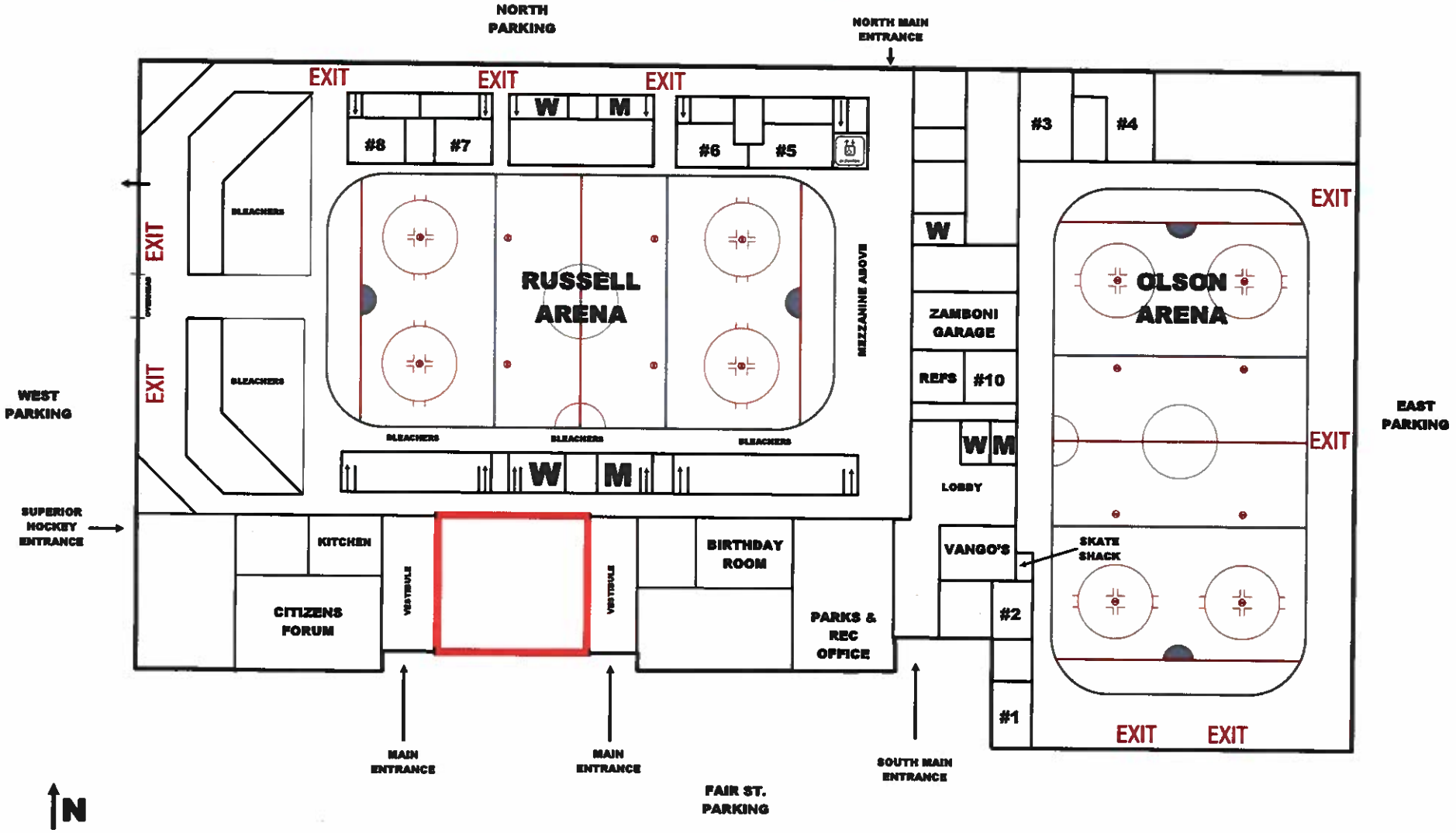
_____

By: Joey Enright

Its: Board Member

LAKEVIEW ARENA

EXHIBIT A



Agenda Date: 10/25/2021

Consent Agenda - Roll Call Vote

Lakeshore Boulevard - Resolution for Conveyance of Great Lakes Bottomlands - Roll Call Vote

BACKGROUND:

As part of the Lakeshore Boulevard Shoreline restoration project, the City of Marquette will need a conveyance of bottomlands from the State of Michigan to construct a shoreline revetment. The revetment, located on the Lake Superior shoreline between Pine Street and Hawley Street, will prevent further erosion and provide public access to the lakeshore.

In order to proceed with the EGLE bottomlands permit application, City Commission authorization of the conveyance application by resolution is required.

FISCAL EFFECT:

None with this action.

RECOMMENDATION:

Approve the resolution to convey the Great Lakes Bottomlands from the State of Michigan to the City of Marquette for construction of a shoreline revetment.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Conveyance Resolution

Conveyance Resolution
Application to Convey the Great Lakes Bottomlands from the Michigan Department of Environment, Great Lakes & Energy to the City of Marquette for Lakeshore Boulevard Shoreline Restoration

WHEREAS, the City of Marquette is applying for conveyance of Great Lakes Bottomlands from the Michigan Department of Environmental Quality; and,

WHEREAS, the City of Marquette seeks to restore and armor a portion of shoreline adjacent to Lakeshore Boulevard to prevent further erosion and create public access; and,

WHEREAS, the Bottomland area to be conveyed is adjacent to Government Lots 6 and 7 of Section 11, T48N-R25W, City of Marquette, Marquette County, Michigan; and,

THEREFORE, BE IT RESOLVED, that the Marquette City Commission hereby approves the conveyance of Great Lakes Bottomlands by the State of Michigan to theCity of Marquette, Michigan. The maximum extent of the Great Lakes bottomlands to be conveyed are fully described as follows:

Part the unpatented bottomlands of Lake Superior, lying easterly of Government Lots Six (6) and Seven (7) of Section Eleven (11), and lying easterly of part of Government Lot One (1) of Section Fourteen (14), Township Forty Eight North, Range Twenty Five West (T48N-R25W), City of Marquette, Marquette County, Michigan, being more particularly described as:

Commencing at the Section corner common to Sections 11, 10, 15, and 14; thence S89°20'13"E along the section line 2615.67 feet (recorded as 40.00 chains in the Government Land Office original field notes) to the Quarter corner common to said Sections 11 and 14; thence S89°22'28"E along the line between said Government Lots 7 and 1 a distance of 1517.08 feet (recorded as 23.20 chains) to a point on the calculated Government Land Office original meander line of Lake Superior, and the Point of Beginning;

Thence N24°00'38"W along said meander line 1586.07 feet (recorded as N24°W 23.70 chains); thence N18°00'38"W along said meander line 936.92 feet (recorded as N18°W 14.00 chains); thence N07°00'38"W (recorded as N07°W) along said meander line 337.66 feet to a point on the line between Government Lots 5 and 6 of said Section 11; thence S89°34'11"E along the easterly extension of said government lot line 103.85 feet; thence S02°53'46"E 94.56 feet; thence S10°27'56"E 349.67 feet; thence S17°44'45"E 325.47 feet; thence S20°16'52"E 541.77 feet; thence S20°48'35"E 611.39 feet; thence S29°54'07"E 395.28 feet; thence S24°01'55"E 513.76 feet; thence S19°40'10"E 142.07 feet; thence S05°19'14"E 136.14 feet; thence S03°12'07"E 46.91 feet to said meander line; thence N31°00'38"W (recorded as N31°W) along said meander line 328.82 feet to the Point of Beginning.

Adopted this __th day of October 2021.

_____

Jennifer A. Smith, Mayor

_____

Kyle L. Whitney, City Clerk

Agenda Date: 10/25/2021

Consent Agenda - Roll Call Vote
Marquette City Hall Roof Repair

BACKGROUND:

A section of the City Hall roof has experienced several water leaks over the past few years and needs significant repair before winter begins. The only two known local vendors that repair flat roofs were asked to quote the project. Bell Roofing Company of Marquette was the only vendor to provide pricing at total cost of $27,500. The price includes a 15-year warranty on the repair.

FISCAL EFFECT:

The FY 21-22 City Hall maintenance budget has sufficient funds for the repair.

RECOMMENDATION:

Award the bid to repair the City Hall roof to Bell Roofing Company of Marquette, Michigan at a cost not-to-exceed $27,500.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Estimate

PROPOSAL

BELL ROOFING COMPANY
1916 Enterprise Street
MARQUETTE, MI 49855

(906) 226-2224
FAX (906) 226-8248

TO:

City of Marquette
300 W. Baraga Avenue
Marquette, MI 49855

Attn: Mr. Tom Florek

PHONE	DATE
	September 1, 2021

JOB NAME / LOCATION

City Hall
Walkway by Baraga Gym 21'x75'
Canopy Senior Center Entry 23'x23'

JOB NUMBER	JOB PHONE

We hereby submit specifications and estimates for:

Labor and materials to install new Carlisle roofing on the above projects as follows:

Walkway by Baraga Gym:
Existing roofing and insulation are to be removed down to the existing decking.
Two layers 1-½" polyisocyanurate insulation are to be installed.
A tapered insulation system with saddles are to be installed to provide positive drainage to scuppers/drain.
A new Carlisle .060 EPDM membrane, fully adhered roofing system is to be installed.
Bid includes all required flashings, etc. for a complete roofing system.
New metal edge cap is to be installed at perimeter edges.
This work done for the sum of: Twenty-Six Thousand Seven Hundred Dollars. . . . . .$26,700.00.

Canopy Senior Center Entry:
Existing roofing and insulation are to be removed down to the existing decking.
Two layers 1-½" polyisocyanurate insulation are to be installed.
A new Carlisle .060 EPEM membrane, fully adhered roofing system is to be installed.
Bid includes all required flashings, etc. for a complete roofing system.
New metal edge cap is to be installed at perimeter edges.
This work done for the sum of Six Thousand Five Hundred Seventy Dollars. . . . . .$6,570.00.

Bid includes adding one additional scupper.
Bid does not include downspouts.
Add: For Carlisle Fifteen (15) Year Total System Warranty - Minimum Charge $800.00.

We Propose hereby to furnish material and labor — complete in accordance with the above specifications, for the sum of:

As specified above. dollars ($ -----).

Payment to be made as follows:

As per Specifications, or 30 days following invoice.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.

Authorized Signature Cheri L Lawrence

Note: This proposal may be withdrawn by us if not accepted within **10 days** days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

Signature _____

Agenda Date: 10/25/2021

Consent Agenda - Roll Call Vote
Marquette Figure Skating Club - Ice Contract

BACKGROUND:

The Marquette Figure Skating Club has requested the City Commission consider an Agreement for Use of Lakeview Arena for ice use. Staff has worked with the City Attorney and Marquette Figure Skating Club to draft a standard use agreement which provides for terms and conditions of the request. The agreement allows for six equal payments of $6,017. A total of 180.5 hours are being requested for a total cost of $36,102 during the 2022 ice season.

Item 18 of the agreement addresses the possible scenario where the arena is forced to shut down due to the COVID-19 pandemic.

FISCAL EFFECT:

The Lakeview Arena fund will receive $36,102 in revenue for FY 2022.

RECOMMENDATION:

Approve the Agreement for Use of Lakeview Arena with the Marquette Figure Skating Club for ice use, and authorize the Mayor and Clerk to sign the agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Agreement, Customer Schedule, Exhibit A

AGREEMENT FOR USE OF LAKEVIEW ARENA

This Agreement, made and entered into this _____ day of _____, 2021, by and between the City of Marquette, a municipal corporation, of 300 W. Baraga Avenue, Marquette, MI 49855 (hereinafter referred to as the "City"), and The Marquette Figure Skating Club, of 401 E. Fair Avenue, Marquette, MI 49855 (hereinafter referred to as the "User Group").

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

WHEREAS, the City is willing to lease to User Group space as shown in Exhibit "A" in Lakeview Arena in accordance with the terms and conditions contained herein from October 1, 2021, through March 31, 2022.

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

1. In consideration of six (6) equal monthly payments of $6,017, the User Group shall be entitled to exclusive use of the Lakeview Arena ice sheet specified in Exhibit "A" for the times listed under "Customer Schedule" which includes 180.5 hours. The City will invoice the User Group on the fifteenth (15th) day of each month beginning in October of 2021 and payment shall be due no later than the last day of the following month. The User Group shall pay for all additional hours of ice usage at the same time the sixth monthly payment is made.

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

withheld.

3. This Agreement will entitle User Group space in the facility as selected by the Arena Management for providing complimentary food and beverage to U.S.F.S.A. judges and officials for special events as host club. Food and beverage service operated by the City, or by those persons contracting with the City to provide said services, will be available to others during advertised special events. The City will work with the User Group to coordinate food service.

4. Arena facilities to hold club meetings, award presentations, and other limited approved events will be made at no additional cost to the User Group, in locations determined by the Arena Management and subject to availability.

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

6. The User Group agrees to indemnify and hold harmless the City, its officials, employees, volunteers and others working on behalf of the City against any and all claims, demands, suits or loss, including all costs connected therewith and for any damages which may be asserted, claimed or recovered against or from the City, its officials, employees, volunteers and others working on behalf of the City by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement.

7. The User Group shall procure and maintain insurance for the duration of this Agreement against liability claims for injuries to persons or damages to property which may arise from or in connection with the use of Lakeview Arena and naming the City as an additional insured. The

insurance required by this Agreement shall be in amounts acceptable to the City and shall be endorsed to state that coverage shall not be reduced or canceled except after thirty (30) days notice to the City by certified mail, return receipt requested.

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

a. Abandonment and vacation of Lakeview Arena during the Agreement.

b. Failure to perform any provision of this Agreement, if the failure to perform is not cured within thirty (30) days after the City provides written notice to the User Group.

c. Failure to maintain insurance as required by this Agreement, which shall be cause for immediate termination of this Agreement by the City.

d. The User Group files a petition in bankruptcy or insolvency or for reorganization, or involuntary proceedings are filed against the User Group under applicable bankruptcy laws.

e. The User Group fails to make any payment when due.

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

a. The City may elect to continue this Agreement.

b. The City may terminate the User Group's right to possession of Lakeview Arena at any time, by providing specific written notice to this effect.

c. The City shall be entitled to recover all amounts, including any attorney fees

incurred by the City in pursuit of the default.

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

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

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

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

a. Remove all of its goods, effects, and equipment.

b. Surrender the premises to the City.

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

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

15. This Agreement contains the entire agreement of the parties with respect to its subject matter. This Agreement may not be modified except by a written document signed by the parties.

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

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

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

CITY OF MARQUETTE

_____
Jennifer A. Smith, Mayor

_____
Kyle Whitney, City Clerk

APPROVED AS TO SUBSTANCE:

_____
Karen M. Kovacs, City Manager

APPROVED AS TO FORM:

_____
Suzanne C. Larsen, City Attorney

THE MARQUETTE FIGURE SKATING CLUB

Erica H. Noe
By:
Its: MFSC Treasurer

Reservation Master Report

Oct 4, 2021
3:09 PM

Reservation Date: From Oct 1, 2021 through Mar 31, 2022
Organization: Marquette Figure Skating Club
Reservation Site: City of Marquette Community Services

Date / Setup - Ready Time / Start - End Time	Facility / Equipment / Type / Center	Event / Event Type / Schedule Type	Contact Information	Permit# Attend/Qty	Hours
Sunday **Oct 3, 2021** 4:30 PM - 6:30 PM	Olson Arena - Ice Ice Rink Lakeview Arena	MFSC Ice Rental Resident External Reservation	Marquette Figure Skating Club (General Public) Lorelei Johnson W: (906) 204-4142	R13 1	2
Tuesday **Oct 5, 2021** 4:00 PM - 7:30 PM	Olson Arena - Ice Ice Rink Lakeview Arena	MFSC Ice Rental Resident External Reservation	Marquette Figure Skating Club (General Public) Lorelei Johnson W: (906) 204-4142	R13 1	3.5
Thursday **Oct 7, 2021** 4:00 PM - 7:30 PM	Olson Arena - Ice Ice Rink Lakeview Arena	MFSC Ice Rental Resident External Reservation	Marquette Figure Skating Club (General Public) Lorelei Johnson W: (906) 204-4142	R13 1	3.5
Sunday **Oct 10, 2021** 4:30 PM - 6:30 PM	Olson Arena - Ice Ice Rink Lakeview Arena	MFSC Ice Rental Resident External Reservation	Marquette Figure Skating Club (General Public) Lorelei Johnson W: (906) 204-4142	R13 1	2
Tuesday **Oct 12, 2021** 4:00 PM - 7:30 PM	Olson Arena - Ice Ice Rink Lakeview Arena	MFSC Ice Rental Resident External Reservation	Marquette Figure Skating Club (General Public) Lorelei Johnson W: (906) 204-4142	R13 1	3.5
Thursday **Oct 14, 2021** 4:00 PM - 7:30 PM	Olson Arena - Ice Ice Rink Lakeview Arena	MFSC Ice Rental Resident External Reservation	Marquette Figure Skating Club (General Public) Lorelei Johnson W: (906) 204-4142	R13 1	3.5
Sunday **Oct 17, 2021** 4:30 PM - 6:30 PM	Olson Arena - Ice Ice Rink Lakeview Arena	MFSC Ice Rental Resident External Reservation	Marquette Figure Skating Club (General Public) Lorelei Johnson W: (906) 204-4142	R13 1	2
Tuesday **Oct 19, 2021** 4:00 PM - 7:30 PM	Olson Arena - Ice Ice Rink Lakeview Arena	MFSC Ice Rental Resident External Reservation	Marquette Figure Skating Club (General Public) Lorelei Johnson W: (906) 204-4142	R13 1	3.5
Thursday **Oct 21, 2021** 4:00 PM - 7:30 PM	Olson Arena - Ice Ice Rink Lakeview Arena	MFSC Ice Rental Resident External Reservation	Marquette Figure Skating Club (General Public) Lorelei Johnson W: (906) 204-4142	R13 1	3.5

Sunday **Oct 24, 2021** 4:30 PM - 6:30 PM	Olson Arena - Ice Ice Rink Lakeview Arena	MFSC Ice Rental Resident External Reservation	Marquette Figure Skating Club (General Public) Lorelei Johnson W: (906) 204-4142	R13 1	2
Tuesday **Oct 26, 2021** 4:00 PM - 7:30 PM	Olson Arena - Ice Ice Rink Lakeview Arena	MFSC Ice Rental Resident External Reservation	Marquette Figure Skating Club (General Public) Lorelei Johnson W: (906) 204-4142	R13 1	3.5

Thursday	Olson Arena - Ice	MFSC	Marquette Figure Skating Club	R13		
Oct 28, 2021	Ice Rink	Ice Rental Resident	(General Public)			
	Lakeview Arena	External Reservation	Lorelei Johnson	1		
4:00 PM - 7:30 PM			W: (906) 204-4142		3.5	
Tuesday	Olson Arena - Ice	MFSC	Marquette Figure Skating Club	R13		
Nov 2, 2021	Ice Rink	Ice Rental Resident	(General Public)			
	Lakeview Arena	External Reservation	Lorelei Johnson	1		
4:00 PM - 7:30 PM			W: (906) 204-4142		3.5	
Thursday	Olson Arena - Ice	MFSC	Marquette Figure Skating Club	R13		
Nov 4, 2021	Ice Rink	Ice Rental Resident	(General Public)			
	Lakeview Arena	External Reservation	Lorelei Johnson	1		
4:00 PM - 7:30 PM			W: (906) 204-4142		3.5	
Sunday	Olson Arena - Ice	MFSC	Marquette Figure Skating Club	R13		
Nov 7, 2021	Ice Rink	Ice Rental Resident	(General Public)			
	Lakeview Arena	External Reservation	Lorelei Johnson	1		
4:30 PM - 6:30 PM			W: (906) 204-4142		2	
Tuesday	Olson Arena - Ice	MFSC	Marquette Figure Skating Club	R13		
Nov 9, 2021	Ice Rink	Ice Rental Resident	(General Public)			
	Lakeview Arena	External Reservation	Lorelei Johnson	1		
5:00 PM - 7:30 PM			W: (906) 204-4142		2.5	
Thursday	Olson Arena - Ice	MFSC	Marquette Figure Skating Club	R13		
Nov 11, 2021	Ice Rink	Ice Rental Resident	(General Public)			
	Lakeview Arena	External Reservation	Lorelei Johnson	1		
4:00 PM - 7:30 PM			W: (906) 204-4142		3.5	
Sunday	Olson Arena - Ice	MFSC	Marquette Figure Skating Club	R13		
Nov 14, 2021	Ice Rink	Ice Rental Resident	(General Public)			
	Lakeview Arena	External Reservation	Lorelei Johnson	1		
4:30 PM - 6:30 PM			W: (906) 204-4142		2	
Tuesday	Olson Arena - Ice	MFSC	Marquette Figure Skating Club	R13		
Nov 16, 2021	Ice Rink	Ice Rental Resident	(General Public)			
	Lakeview Arena	External Reservation	Lorelei Johnson	1		
5:00 PM - 7:30 PM			W: (906) 204-4142		2.5	
Thursday	Olson Arena - Ice	MFSC	Marquette Figure Skating Club	R13		
Nov 18, 2021	Ice Rink	Ice Rental Resident	(General Public)			
	Lakeview Arena	External Reservation	Lorelei Johnson	1		
4:00 PM - 7:30 PM			W: (906) 204-4142		3.5	
Sunday	Olson Arena - Ice	MFSC	Marquette Figure Skating Club	R13		
Nov 21, 2021	Ice Rink	Ice Rental Resident	(General Public)			
	Lakeview Arena	External Reservation	Lorelei Johnson	1		
4:30 PM - 6:30 PM			W: (906) 204-4142		2	
Tuesday	Olson Arena - Ice	MFSC	Marquette Figure Skating Club	R13		
Nov 23, 2021	Ice Rink	Ice Rental Resident	(General Public)			
	Lakeview Arena	External Reservation	Lorelei Johnson	1		
4:00 PM - 6:00 PM			W: (906) 204-4142		2	
Sunday	Olson Arena - Ice	MFSC	Marquette Figure Skating Club	R13		
Nov 28, 2021	Ice Rink	Ice Rental Resident	(General Public)			
	Lakeview Arena	External Reservation	Lorelei Johnson	1		

4:30 PM - 6:30 PM			W: (906) 204-4142		2
Tuesday	Olson Arena - Ice	MFSC	Marquette Figure Skating Club	R13	
Nov 30, 2021	Ice Rink	Ice Rental Resident	(General Public)		
	Lakeview Arena	External Reservation	Lorelei Johnson	1	
4:00 PM - 7:30 PM			W: (906) 204-4142		3.5

Thursday **Dec 2, 2021** 4:00 PM - 7:30 PM	Olson Arena - Ice Ice Rink Lakeview Arena	MFSC Ice Rental Resident External Reservation	Marquette Figure Skating Club (General Public) Lorelei Johnson W: (906) 204-4142	R13 1	3.5
Sunday **Dec 5, 2021** 4:30 PM - 6:30 PM	Olson Arena - Ice Ice Rink Lakeview Arena	MFSC Ice Rental Resident External Reservation	Marquette Figure Skating Club (General Public) Lorelei Johnson W: (906) 204-4142	R13 1	2
Tuesday **Dec 7, 2021** 4:00 PM - 7:30 PM	Olson Arena - Ice Ice Rink Lakeview Arena	MFSC Ice Rental Resident External Reservation	Marquette Figure Skating Club (General Public) Lorelei Johnson W: (906) 204-4142	R13 1	3.5
Thursday **Dec 9, 2021** 4:00 PM - 7:30 PM	Olson Arena - Ice Ice Rink Lakeview Arena	MFSC Ice Rental Resident External Reservation	Marquette Figure Skating Club (General Public) Lorelei Johnson W: (906) 204-4142	R13 1	3.5
Sunday **Dec 12, 2021** 4:30 PM - 6:30 PM	Olson Arena - Ice Ice Rink Lakeview Arena	MFSC Ice Rental Resident External Reservation	Marquette Figure Skating Club (General Public) Lorelei Johnson W: (906) 204-4142	R13 1	2
Tuesday **Dec 14, 2021** 4:00 PM - 6:00 PM	Olson Arena - Ice Ice Rink Lakeview Arena	MFSC Ice Rental Resident External Reservation	Marquette Figure Skating Club (General Public) Lorelei Johnson W: (906) 204-4142	R13 1	2
Thursday **Dec 16, 2021** 4:00 PM - 7:30 PM	Olson Arena - Ice Ice Rink Lakeview Arena	MFSC Ice Rental Resident External Reservation	Marquette Figure Skating Club (General Public) Lorelei Johnson W: (906) 204-4142	R13 1	3.5
Tuesday **Jan 4, 2022** 4:00 PM - 7:30 PM	Olson Arena - Ice Ice Rink Lakeview Arena	MFSC Ice Rental Resident External Reservation	Marquette Figure Skating Club (General Public) Lorelei Johnson W: (906) 204-4142	R13 1	3.5
Thursday **Jan 6, 2022** 4:00 PM - 7:30 PM	Olson Arena - Ice Ice Rink Lakeview Arena	MFSC Ice Rental Resident External Reservation	Marquette Figure Skating Club (General Public) Lorelei Johnson W: (906) 204-4142	R13 1	3.5
Sunday **Jan 9, 2022** 4:30 PM - 6:30 PM	Olson Arena - Ice Ice Rink Lakeview Arena	MFSC Ice Rental Resident External Reservation	Marquette Figure Skating Club (General Public) Lorelei Johnson W: (906) 204-4142	R13 1	2
Tuesday **Jan 11, 2022** 4:00 PM - 7:30 PM	Olson Arena - Ice Ice Rink Lakeview Arena	MFSC Ice Rental Resident External Reservation	Marquette Figure Skating Club (General Public) Lorelei Johnson W: (906) 204-4142	R13 1	3.5
Thursday **Jan 13, 2022**	Olson Arena - Ice Ice Rink Lakeview Arena	MFSC Ice Rental Resident External Reservation	Marquette Figure Skating Club (General Public) Lorelei Johnson	R13 1	

4:00 PM - 7:30 PM			W: (906) 204-4142		3.5
Sunday	Olson Arena - Ice	MFSC	Marquette Figure Skating Club	R13	
Jan 16, 2022	Ice Rink	Ice Rental Resident	(General Public)		
	Lakeview Arena	External Reservation	Lorelei Johnson	1	
4:30 PM - 6:30 PM			W: (906) 204-4142		2

Tuesday **Jan 18, 2022** 4:00 PM - 7:30 PM	Olson Arena - Ice Ice Rink Lakeview Arena	MFSC Ice Rental Resident External Reservation	Marquette Figure Skating Club (General Public) Lorelei Johnson W: (906) 204-4142	R13 1	3.5
Thursday **Jan 20, 2022** 4:00 PM - 7:30 PM	Olson Arena - Ice Ice Rink Lakeview Arena	MFSC Ice Rental Resident External Reservation	Marquette Figure Skating Club (General Public) Lorelei Johnson W: (906) 204-4142	R13 1	3.5
Sunday **Jan 23, 2022** 4:30 PM - 6:30 PM	Olson Arena - Ice Ice Rink Lakeview Arena	MFSC Ice Rental Resident External Reservation	Marquette Figure Skating Club (General Public) Lorelei Johnson W: (906) 204-4142	R13 1	2
Tuesday **Jan 25, 2022** 4:00 PM - 7:30 PM	Olson Arena - Ice Ice Rink Lakeview Arena	MFSC Ice Rental Resident External Reservation	Marquette Figure Skating Club (General Public) Lorelei Johnson W: (906) 204-4142	R13 1	3.5
Thursday **Jan 27, 2022** 4:00 PM - 7:30 PM	Olson Arena - Ice Ice Rink Lakeview Arena	MFSC Ice Rental Resident External Reservation	Marquette Figure Skating Club (General Public) Lorelei Johnson W: (906) 204-4142	R13 1	3.5
Sunday **Jan 30, 2022** 4:30 PM - 6:30 PM	Olson Arena - Ice Ice Rink Lakeview Arena	MFSC Ice Rental Resident External Reservation	Marquette Figure Skating Club (General Public) Lorelei Johnson W: (906) 204-4142	R13 1	2
Tuesday **Feb 1, 2022** 4:00 PM - 7:30 PM	Olson Arena - Ice Ice Rink Lakeview Arena	MFSC Ice Rental Resident External Reservation	Marquette Figure Skating Club (General Public) Lorelei Johnson W: (906) 204-4142	R13 1	3.5
Thursday **Feb 3, 2022** 4:00 PM - 7:30 PM	Olson Arena - Ice Ice Rink Lakeview Arena	MFSC Ice Rental Resident External Reservation	Marquette Figure Skating Club (General Public) Lorelei Johnson W: (906) 204-4142	R13 1	3.5
Sunday **Feb 6, 2022** 4:30 PM - 6:30 PM	Olson Arena - Ice Ice Rink Lakeview Arena	MFSC Ice Rental Resident External Reservation	Marquette Figure Skating Club (General Public) Lorelei Johnson W: (906) 204-4142	R13 1	2
Tuesday **Feb 8, 2022** 4:00 PM - 7:30 PM	Olson Arena - Ice Ice Rink Lakeview Arena	MFSC Ice Rental Resident External Reservation	Marquette Figure Skating Club (General Public) Lorelei Johnson W: (906) 204-4142	R13 1	3.5
Thursday **Feb 10, 2022** 4:00 PM - 7:30 PM	Olson Arena - Ice Ice Rink Lakeview Arena	MFSC Ice Rental Resident External Reservation	Marquette Figure Skating Club (General Public) Lorelei Johnson W: (906) 204-4142	R13 1	3.5
Sunday **Feb 13, 2022**	Olson Arena - Ice Ice Rink Lakeview Arena	MFSC Ice Rental Resident External Reservation	Marquette Figure Skating Club (General Public) Lorelei Johnson	R13 1	

4:30 PM - 6:30 PM			W: (906) 204-4142		2
Tuesday	Olson Arena - Ice	MFSC	Marquette Figure Skating Club	R13	
Feb 15, 2022	Ice Rink	Ice Rental Resident	(General Public)		
	Lakeview Arena	External Reservation	Lorelei Johnson	1	
4:00 PM - 7:30 PM			W: (906) 204-4142		3.5

Thursday **Feb 17, 2022** 4:00 PM - 7:30 PM	Olson Arena - Ice Ice Rink Lakeview Arena	MFSC Ice Rental Resident External Reservation	Marquette Figure Skating Club (General Public) Lorelei Johnson W: (906) 204-4142	R13 1		3.5
Sunday **Feb 20, 2022** 4:30 PM - 6:30 PM	Olson Arena - Ice Ice Rink Lakeview Arena	MFSC Ice Rental Resident External Reservation	Marquette Figure Skating Club (General Public) Lorelei Johnson W: (906) 204-4142	R13 1		2
Tuesday **Feb 22, 2022** 4:00 PM - 7:30 PM	Olson Arena - Ice Ice Rink Lakeview Arena	MFSC Ice Rental Resident External Reservation	Marquette Figure Skating Club (General Public) Lorelei Johnson W: (906) 204-4142	R13 1		3.5
Thursday **Feb 24, 2022** 4:00 PM - 7:30 PM	Olson Arena - Ice Ice Rink Lakeview Arena	MFSC Ice Rental Resident External Reservation	Marquette Figure Skating Club (General Public) Lorelei Johnson W: (906) 204-4142	R13 1		3.5
Tuesday **Mar 1, 2022** 4:00 PM - 7:30 PM	Olson Arena - Ice Ice Rink Lakeview Arena	MFSC Ice Rental Resident External Reservation	Marquette Figure Skating Club (General Public) Lorelei Johnson W: (906) 204-4142	R13 1		3.5
Thursday **Mar 3, 2022** 4:00 PM - 7:30 PM	Olson Arena - Ice Ice Rink Lakeview Arena	MFSC Ice Rental Resident External Reservation	Marquette Figure Skating Club (General Public) Lorelei Johnson W: (906) 204-4142	R13 1		3.5
Sunday **Mar 6, 2022** 4:30 PM - 6:30 PM	Olson Arena - Ice Ice Rink Lakeview Arena	MFSC Ice Rental Resident External Reservation	Marquette Figure Skating Club (General Public) Lorelei Johnson W: (906) 204-4142	R13 1		2
Tuesday **Mar 8, 2022** 4:00 PM - 7:30 PM	Olson Arena - Ice Ice Rink Lakeview Arena	MFSC Ice Rental Resident External Reservation	Marquette Figure Skating Club (General Public) Lorelei Johnson W: (906) 204-4142	R13 1		3.5
Thursday **Mar 10, 2022** 4:00 PM - 7:30 PM	Olson Arena - Ice Ice Rink Lakeview Arena	MFSC Ice Rental Resident External Reservation	Marquette Figure Skating Club (General Public) Lorelei Johnson W: (906) 204-4142	R13 1		3.5
Sunday **Mar 13, 2022** 4:30 PM - 6:30 PM	Olson Arena - Ice Ice Rink Lakeview Arena	MFSC Ice Rental Resident External Reservation	Marquette Figure Skating Club (General Public) Lorelei Johnson W: (906) 204-4142	R13 1		2
Tuesday **Mar 15, 2022** 4:00 PM - 6:00 PM	Olson Arena - Ice Ice Rink Lakeview Arena	MFSC Ice Rental Resident External Reservation	Marquette Figure Skating Club (General Public) Lorelei Johnson W: (906) 204-4142	R13 1		2
Thursday **Mar 17, 2022**	Olson Arena - Ice Ice Rink Lakeview Arena	MFSC Ice Rental Resident External Reservation	Marquette Figure Skating Club (General Public) Lorelei Johnson	R13 1		

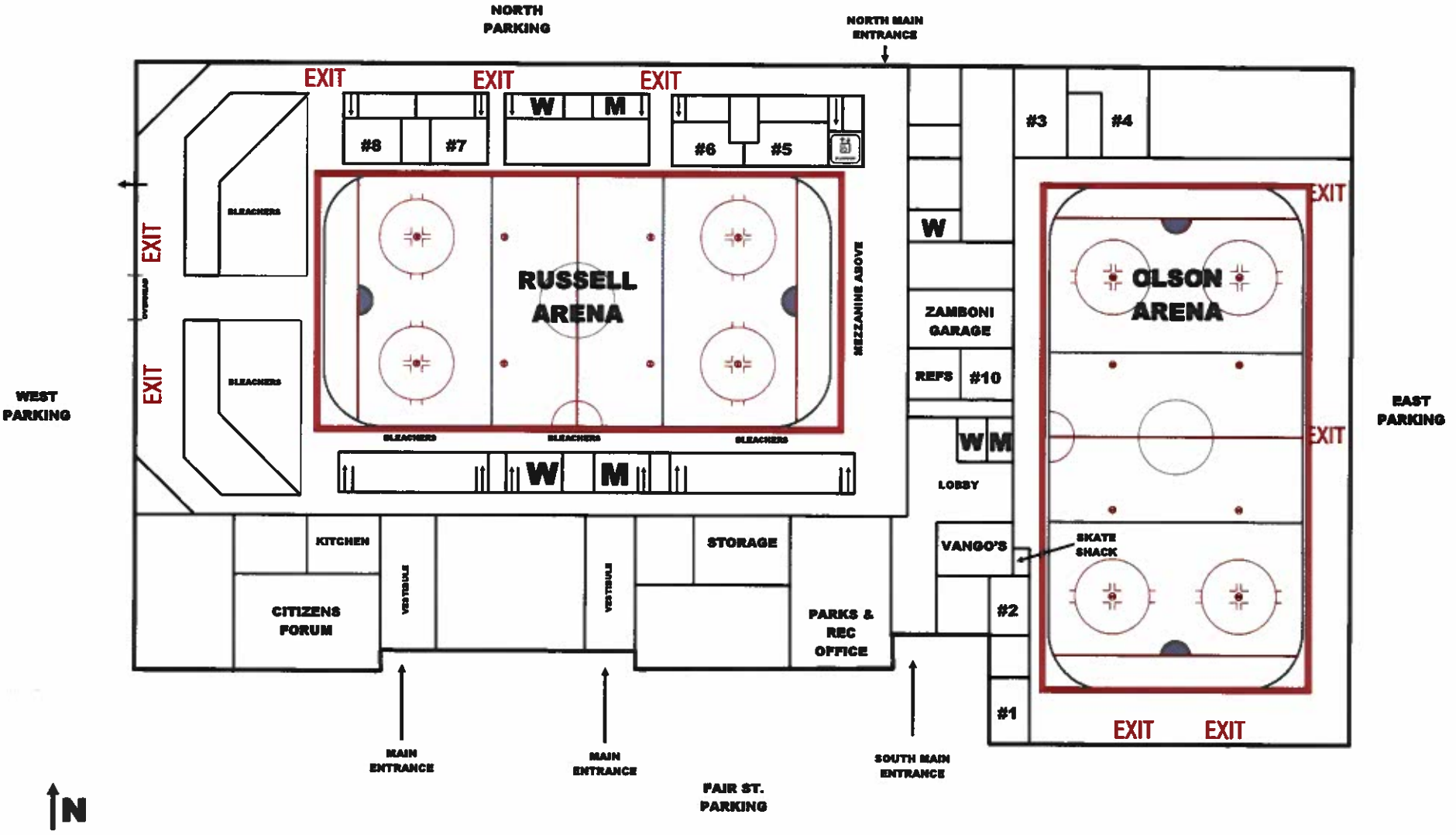
4:00 PM - 6:00 PM

W: (906) 204-4142

2
180.5

LAKEVIEW ARENA

EXHIBIT A



Agenda Date: 10/25/2021

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

BACKGROUND:

Lakeshore Depot L3C is planning to apply to the Michigan Liquor Control Commission for an On-Premises Tasting Room Permit for the Lakeshore Depot, a retail food store located at 560 Fern Place.

Per MCL 436.1536(7)c, the State requires applicants for On-Premises Tasting Room Permits obtain an affirmative recommendation from the local legislative body prior to making application. The application has been reviewed and approved by the City Police, Fire, Community Development and Finance departments.

FISCAL EFFECT:

None by this action.

RECOMMENDATION:

Approve the attached resolution recommending Michigan Liquor Control Commission approval of a new On-Premises Tasting Room Permit for the Lakeshore Depot, at 560 Fern Place.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- MLCC 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 For On-Premises Tasting Room Permit

(Authorized by MCL 436.1536)

Instructions for Applicants:

- You must obtain a recommendation from the local legislative body for a new On-Premises Tasting Room Permit application.

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 meeting of the Marquette City Commission council/board
(regular or special) (township, city, village)

called to order by Mayor Jenna Smith on Oct. 25, 2021 at 6:00 p.m.
(date) (time)

the following resolution was offered:

Moved by _____ and supported by _____

that the application from Lakeshore Depot L3C
(name of applicant - if a corporation or limited liability company, please state the company name)

for a **NEW ON-PREMISES TASTING ROOM PERMIT**

to be located at: 560 Fern Pl., Marquette MI 49855

It is the consensus of this body that it recommends this application be considered for
(recommends/does not recommend)

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
(township, city, village)

council/board at a regular meeting held on Oct. 25, 2021
(regular or special) (date)

Kyle Whitney		Oct. 25, 2021
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
Hand deliveries: Constitution Hall - 525 W. Allegan Street, Lansing, MI 48933
Overnight deliveries: 2407 N. Grand River Avenue, Lansing, Mi 48906
Fax to: 517-763-0059

LCC-106a (12/18) LARA is an equal opportunity employer/program.Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.

Agenda Date: 10/25/2021

Consent Agenda - Roll Call Vote
Proclamation Supporting National Community Planning Month

BACKGROUND:

The City Commission is being asked to adopt a proclamation recognizing October as National Community Planning Month.

The adoption of this proclamation would be in harmony with the ongoing implementation of Community Master Plan recommendations such as the bike routes plan and the housing affordability study, as well as the continuous improvement of the Land Development Code.

FISCAL EFFECT:

None.

RECOMMENDATION:

Adopt the proclamation, and authorize the Mayor to sign.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Planning Month Proclamation

Proclamation

Designation of Community Planning Month in the City of Marquette

WHEREAS, change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and other places; and

WHEREAS, community planning and plans can help manage this change in a way that provides better choices for how people work and live; and

WHEREAS, community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and

WHEREAS, the full benefits of planning requires public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and

WHEREAS, the month of October is designated as National Community Planning Month throughout the United States of America and its territories, and

WHEREAS, American Planning Association endorses National Community Planning Month as an opportunity to highlight how planning is essential to recovery and how planners can lead communities to equitable, resilient and long-lasting recovery; and

WHEREAS, the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of the members of planning commissions and other citizen planners who have contributed their time and expertise to the improvement of the City of Marquette; and

WHEREAS, we recognize the many valuable contributions made by professional community and regional planners of Marquette County, the Central Upper Peninsula Planning & Regional Development Commission, and the regional office of the Michigan State University Extension Service, and extend our heartfelt thanks for the continued commitment to public service by these professionals;

NOW, THEREFORE, the Mayor and City Commission of the City of Marquette proclaims that the month of October 2021 is hereby designated as Community Planning Month in the City of Marquette in conjunction with the celebration of National Community Planning Month.

DATED this 25th day of October, 2021.

_____

Jennifer A. Smith, Mayor

Agenda Date: 10/25/2021

Consent Agenda - Roll Call Vote
Purchase of Belt Press Polymer

BACKGROUND:

The Marquette Water and Wastewater facilities annually bid out process control chemicals except for belt press polymer. The supplier of belt press polymer is selected through a performance based evaluation. Belt press polymer is utilized in the solids handling process for dewatering and thickening of treatment sludge prior to digestion and disposal. Polymers are unique in that each of the polymers on the market have different chemical make-up and require field testing to determine which polymer offers the best performance to meet the needs of the Wastewater Treatment Plant solids handling process.

FISCAL EFFECT:

$30,000 is budgeted annually for the purchase of belt press process polymer.

RECOMMENDATION:

Approve Midwest Chemical & Equipment of DePere, Wisconsin as the preferred supplier of belt press polymer for an amount not-to-exceed $30,000.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

Agenda Date: 10/25/2021

Consent Agenda - Roll Call Vote
Marquette Junior Hockey Corporation - Concession Lease Agreement

BACKGROUND:

Marquette Junior Hockey Corporation (MJHC) has requested the City Commission consider leasing the concession area of Lakeview Arena. MJHC operated the concession area during the 2020 ice season. Staff has worked with the City Attorney and MJHC to draft the lease agreement. The agreement term is six (6) months, beginning October 1, 2021 through March 31, 2022. The monthly payment during operation shall be $720.00.

It should be noted that there are specific hours which MJHC would have exclusive rights to concession in the building. Outside of these hours other arrangements with other entities are possible.

FISCAL EFFECT:

The Lakeview Arena fund will receive $4,320.00 in revenue for FY 2022.

RECOMMENDATION:

Move the lease agreement with Marquette Junior Hockey Corporation for concession space at Lakeview Arena to the next regular meeting.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Lease, Exhibit A and Exhibit B

LEASE AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2021, by and between **THE CITY OF MARQUETTE**, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, Michigan 49855, hereinafter "LESSOR", and **MARQUETTE JUNIOR HOCKEY CORP.**, a Michigan corporation, of 401 E. Fair Avenue, Marquette Michigan 49855, hereinafter "LESSEE".

Recitals

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

B. Lessee desires to lease and Lessor is willing to lease to Lessee the concessions space shown in Exhibit "A" located in Lakeview Arena's in accordance with the terms and conditions contained herein.

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

1. Leased Premises

1.1 Lessor leases to Lessee the space ("Premises") as shown in Exhibit "A".

1.2 Lessee agrees to develop architectural and engineering plans for any and all renovations/remodeling required to meet the specific needs of Lessee for Lessee's intended uses. Lessee shall be responsible for constructing all renovations at Lessee's cost, and Lessee shall obtain Lessor's written approval of all such plans and specifications prior to beginning any construction activity.

2. Term of Lease

2.1 The term of this Agreement shall be for six (6) months, as follows:
October 1, 2021 through March 31, 2022.

2.2 So long as Lessor has timely provided Lessee with an ice schedule for Lakeview Arena, Lessee shall, no later than each Friday during the term of the lease, provide Lessor with a written list of the hours of operation for the following week.

2.3 Lessee shall have exclusive rights to concessions within Lakeview Arena for the term of this Agreement during the following hours:

a) Monday through Friday from 4:00 p.m. until 9:00 p.m.;

b) Saturday from 8:00 a.m. until 4:00 p.m.; and

c) Sunday from 8:00 a.m. until 3:00 p.m.

If Lessee is unable to provide concessions services during an event taking place during Lessee's exclusive use hours, Lessee is encouraged to partner with one of the local mobile food units to provide services. Lessee may operate outside the outlined exclusive use hours, but will not have exclusive rights to concessions during those times.

3. Rent

3.1 The monthly rental amount shall be $720.00 due in advance on the first day of each month. October rent shall be paid for the entire month of October on the date this Lease is executed.

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

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

4. Use of Leasehold Premises

4.1 Lessee shall use the Premises only as a concession area, and not for any purpose that would:

a) be deemed hazardous to the public or adjoining premises including, but not necessarily limited to, fire, and environmental type hazards;

b) constitute a violation of any public law or requirement;

c) cause damage or injury to the Arena or any part of it (ordinary wear and tear excepted);

d) interfere with normal operations of the Arena's heating, air conditioning, ventilating, plumbing, or other mechanical or electrical systems;

e) constitute a public or private nuisance;

f) interfere with other Arena uses;

g) alter the appearance of the Arena exterior or any portion of the interior other than in the Premises, except as provided herein, without prior written approval of the Lessor;

h) place merchandise, materials, supplies, signs, or other thing of any kind on the sidewalks or other common areas without written approval;

i) permit refuse to accumulate in or around Premises; and,

j) obstruct entry ways.

4.2 Lessee is solely responsible for obtaining all necessary licenses and permits and otherwise complying with all laws while providing the concessions contemplated by this Agreement.

4.3 Lessee is solely responsible for development of menu items and pricing, for obtaining all supplies and products and for all costs related to its sale of food and beverages.

5. Alcohol Beverage Concessions:

5.1 Lessee has the right to obtain a Michigan Liquor Control Commission ("MLCC") license and related permits for the sale of alcohol for use in the performance of this Lease. Obtaining the MLCC license and all fees related to obtaining, maintaining and using the MLCC license shall be the sole responsibility of Lessee. No alcohol shall be sold on the Premises until Lessee has obtained all required MLCC licenses and permits, required liquor liability insurance and otherwise complied with all legal requirements pertaining to the sale of alcohol.

5.2 Alcohol concessions shall only provided by Lessee at the following location: _____ _____. Lessee shall provide all employees to be used to prepare, charge for and collect alcohol beverage concession fees. Lessee shall retain all alcohol beverage concession fees collected; and the Lessor shall not be entitled to any portion of said alcohol beverage concession fees.

Lessor shall cooperate, as necessary, in Lessee's attempt to obtain a MLCC license; however, this Agreement shall remain in full force and effect even in the event Lessee is unable to obtain a MLCC license or Lessee's MLCC license is revoked by the MLCC/State of Michigan. Lessee agrees, at all times, to comply with all local, MLCC, state and federal laws, rules, and regulations regarding the sale of alcohol products.

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

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

a) Only sell alcoholic beverages during regular concessions hours as permitted in this Lease, and as permitted by all statutes, ordinances and other laws pertaining to the sale of alcohol.

b) Designate a secured area in the Premises, where persons of legal age may purchase and consume alcoholic beverages without underage persons being present. Such area will be secured by Lessee at all times that alcohol may be sold.

c) Provide adequate security personnel during all times that alcohol may be sold or consumed in the secured area to ensure that the activities of those purchasing and consuming alcohol comply with all local, state, and federal laws and all MLCC rules and standards. If any person's actions are deemed detrimental to the safe and peaceful enjoyment of the Premises, he or she will immediately be removed from the Premises.

d) Make all sales of alcoholic beverages in full compliance will all MLCC laws and rules. Such sales, if in compliance with MLCC laws and rules, may be conducted at designated concession areas and person-to-person in the secured area for sales of alcohol. No sale of an alcoholic beverage shall be made to any person who appears intoxicated or is disruptive to others on the Premises.

e) In the event Lessee does not comply with these guidelines, Lessor has the right to suspend all alcoholic beverage sales for any length of time Lessor deems appropriate, which may include the permanent suspension of alcoholic beverage sales.

6. Use of Common Areas by Lessee

6.1 Lessee and its invitees shall have the right in common with Lessor, its invitees, and others to use the hallways, public restrooms, entrance ways, public parking, sidewalks, and surrounding area, subject, however, to rules and regulations of Lessor regulating the use of same and displays, rules providing for safety and maintenance, and changes in the layout of common areas.

7. Maintenance and Repair

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

7.2 Lessee shall be solely responsible for the maintenance and repair of all equipment located on the Premises, as more specifically listed in Exhibit "B".

7.3 Lessee must obtain written consent of Lessor for all signage used by Lessee on the Premises and adjoining premises. All signage approved by Lessor shall be maintained in good condition and repair.

7.4 Lessor reserves the right to make any repairs or alterations that it deems necessary and desirable to the common areas. Lessee will be notified of any repairs or alterations to the Premises at least 7 days in advance except in emergency situations.

8. Insurance and Indemnity

8.1 Lessee shall not permit any activity on the Premises which would invalidate or be in conflict with Lessor's fire, boiler, sprinkler, water damage, and extended coverage insurance policies covering the Arena and contents therein.

8.2 Lessee shall not permit any activity on the Premises which would cause Lessor's rate for the insurance described herein to be increased.

8.3 Lessee at its sole expense shall be responsible for insuring its own tangible personal property, equipment, and fixtures from loss from fire and other casualty and shall at all times provide Lessor with a certificate evidencing such coverage.

8.4 Lessee at its sole expense shall maintain liability insurance protecting and insuring Lessee and Lessor from all claims for injury or damage to persons or property arising out of the use of the Premises or the common areas of the Arena by Lessee, its employees, agents, invitees, and licensees. The amount of the insurance shall be not less than One Million and 00/100 Dollars

($1,000,000.00) per occurrence for accident, bodily injury, or death; not less than Five Hundred Thousand and 00/100 Dollars ($500,000.00) for property damage; and not less than Five Hundred Thousand and 00/100 Dollars $500,000.00) for liquor liability insurance insuring for any and all damage and liability which may be caused by, related to or arise out of the sale, furnishing, giving, distribution or consumption of alcoholic beverages on the premises. Lessee shall at all times provide Lessor with a copy of said policies with proof of payment of premium thereon. The insurance policies shall bear endorsements to the effect that the insurer agrees to notify Lessor not less than thirty (30) days in advance of any modification or cancellation thereof. Lessor shall be named as an additional insured on all insurance policies required by this lease.

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

9. Damage by Fire or Other Causes

9.1 If the Premises is partially damaged by fire or other peril without the fault or neglect of Lessee or of its servants, employees, agents, visitors, invitees or licenses, the damage shall be repaired by Lessor and at Lessor's expense. If the Premises or the Arena is substantially damaged (herein defined as fifty (50%) per cent or more of the cost of replacement), Lessor may elect either to repair or rebuild the Premises or the Arena, as the case may be, or to terminate this lease upon giving notice of such election in writing to Lessee within ninety (90) days after the event causing the damage. If Lessor elects to rebuild, Lessee in a timely manner shall repair or replace its fixtures, furniture, equipment and improvements to at least the condition of same prior to the damage.

10. Assignment/Subletting

10.1 Lessee shall not assign or sublet the Premises or any part thereof without the express prior written consent of the Lessor.

10.2 In no event shall a sublease be allowed that would jeopardize the tax-exempt status of the City.

10.3 Lessor may freely assign its rights and obligations under this Lease Agreement to any third party pursuant to a Purchase and Sale Agreement, Land Contract or similar instrument.

11. Use of Premises by Lessor

11.1 Lessor reserves for itself and its contractors and agents the right to enter the Premises at reasonable times for the of purpose inspecting, maintaining, installation, operation and repair services.

11.2 Lessor may close the building which is the subject of this Lease Agreement, in whole or in part, at any time during the leasehold period. In such event, the parties understand and agree

that the Lessor is not responsible to reimburse the Lessee for any construction costs paid by Lessee to improve the leasehold space.

12. Covenant of Quiet Enjoyment

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

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

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

14. Default by Lessee

14.1 If the Lessee fails to pay rent when due; if the Lessee fails to perform any other obligations under this agreement within 30 days after receiving written notice of the default from the Lessor; if the Lessee makes any assignment for the benefit of creditors or a receiver is appointed for the Lessee or its property; or if any proceedings are instituted by or against the Lessee for bankruptcy (including reorganization) or under any insolvency laws, the Lessor may terminate this lease, reenter the Premises, and seek to relet the Premises on whatever terms the Lessor thinks advisable. Notwithstanding reentry by the Lessor, the Lessee shall continue to be liable to the Lessor for rent owed under this lease and for any rent deficiency that results from reletting the premises during the term of this lease. Notwithstanding any reletting without termination, the Lessor may at any time elect to terminate this lease for any default by the Lessee by giving the Lessee written notice of the termination.

14.2 In addition to the Lessor's other rights and remedies as stated in this lease, and without waiving any of those rights, if the Lessor deems necessary any repairs that the Lessee is required to make or if the Lessee defaults in the performance of any of its obligations under this lease, the Lessor may make repairs or cure defaults and shall not be responsible to the Lessee for any loss or damage that is caused by that action. The Lessee shall immediately pay to the Lessor, on demand, the Lessor's costs for curing any defaults, as additional rent under this lease. .

14.3 The rights and remedies of Lessor shall be cumulative as more particularly provided at law or in equity pursuant to the laws of the State of Michigan.

15. Surrender of Leasehold Upon Termination of Lease

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

15.2 If upon termination of the lease, Lessee has failed to remove its furniture, equipment, and fixtures, Lessor reserves the right to deem them abandoned and shall have the legal right to dispose of same, and costs incurred in disposing of same shall be the financial responsibility of Lessee.

16. Miscellaneous

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

16.2 This agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

16.3 This agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated herein.

16.4 Any modification of this agreement or additional obligations assumed by either party in connection with this agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

16.5 Waiver by Lessor of any breach of any covenant of duty of Lessee under this lease is not a waiver of a breach of any other covenant of duty of Lessee or any subsequent breach of the same covenant or duty.

16.6 The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

16.7 All notices to be given under this lease shall be in writing and mailed, postage prepaid, or by certified or registered mail, return receipt requested, or delivered personally or by courier delivery, or sent by telecopy (immediately followed by one of the preceding methods) to Lessor's address and Lessee's address as above stated or any other place that Lessor or Lessee may designate in a written notice given to the other parties. Notices shall be deemed served on the earlier of receipt or three (3) working days after the date of mailing.

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

LESSOR
CITY OF MARQUETTE

Jennifer A. Smith, Mayor

Kyle Whitney, Clerk

APPROVED AS TO SUBSTANCE:

Karen M. Kovacs, City Manager

LESSEE
MARQUETTE JR. HOCKEY CORP.

By: SCOTT CAMBERBY
Its: PRESIDENT

APPROVED AS TO FORM:

Suzanne C. Larsen, City Attorney

LAKEVIEW ARENA

EXHIBIT A

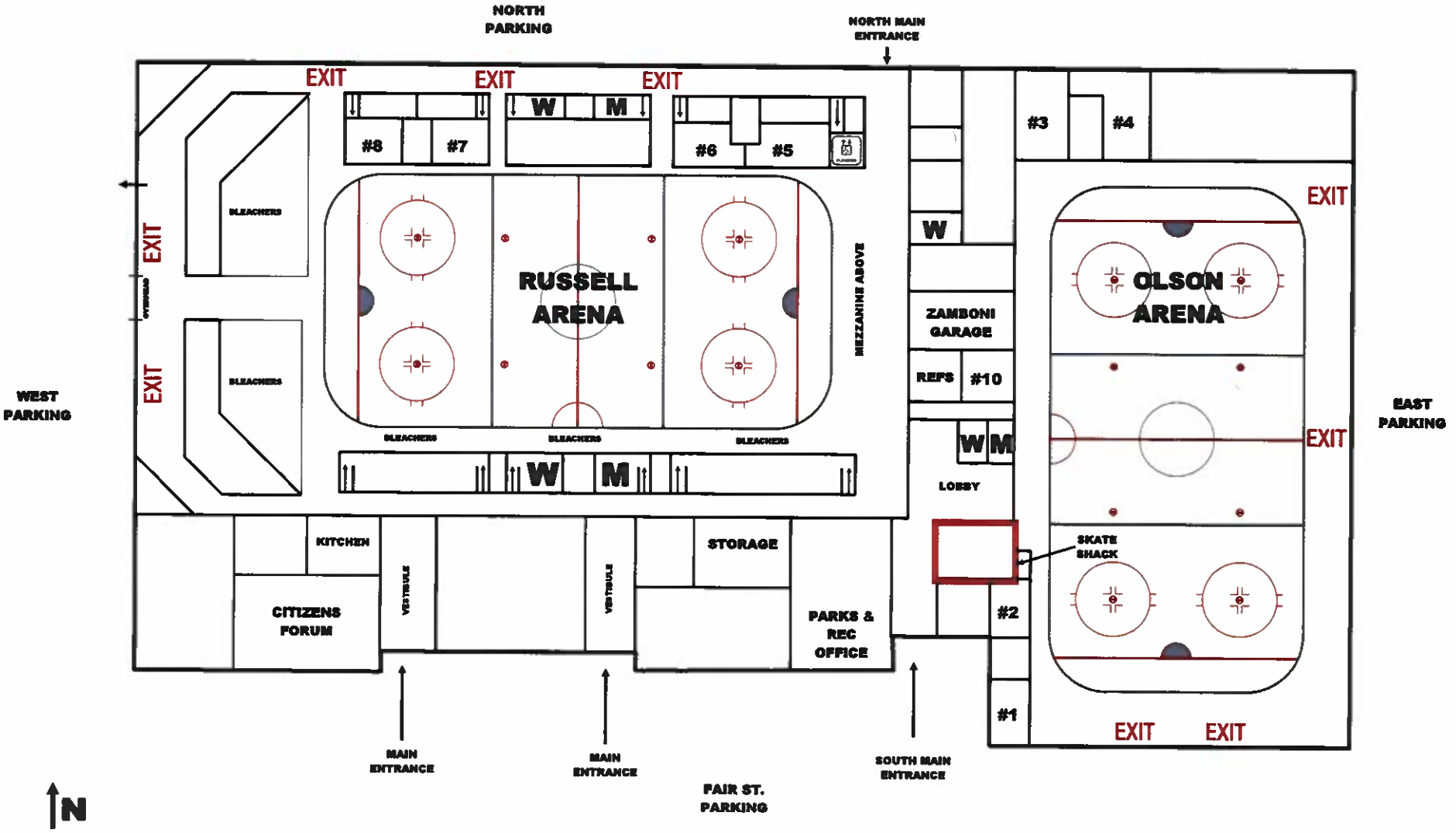


EXHIBIT B

Concession Equipment Inventory

Equipment	Qty	Notes
Lg. dual front door freezer	1	
Lg. dual front door refridgerator	2	Currently only 1 functioning
Range/flatop/dual oven unit	1	
Microwaves	2	Lessee Owned
Food warmer	1	Lessee Owned
Hot dog cooker	1	Lessee Owned
Deep Friers	2	Lessee Owned
Countertop Warmer	1	
Point of sale machines	3	
Soda dispenser	1	Lessee Owned
Prep tables	3	
Lg. popcorn machine	1	

Agenda Date: 10/25/2021

Consent Agenda - Roll Call Vote
Marquette Junior Hockey Corporation - Ice Contract

BACKGROUND:

The Marquette Junior Hockey Corporation has requested the City Commission consider an Agreement for Use of Lakeview Arena- Ice Use. Staff has worked with the City Attorney and Marquette Junior Hockey Corporation to draft a standard use agreement which provides for the terms and conditions of the request. The agreement allows for six payments monthly based on actual usage. The total hours requested is 1177 hours for a total of $235,400 for the FY 2022 ice season.

FISCAL EFFECT:

Lakeview Arena fund will receive $235,400 in revenue for FY 2022.

RECOMMENDATION:

Approve the Agreement for Use of Lakeview Arena with the Marquette Junior Hockey Corporation for ice use, and authorize the Mayor and Clerk to sign the agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Agreement, Customer Schedule, Exhibit A

AGREEMENT FOR USE OF LAKEVIEW ARENA

This Agreement, made and entered into this _____day of _____2021, by and between the **CITY OF MARQUETTE**, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, MI 49885 (hereinafter referred to as the "City") and the **MARQUETTE JUNIOR HOCKEY CORP.**, a Michigan corporation, of 401 East Fair Avenue, Marquette, MI 49885 (hereinafter referred to as the "User Group").

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

WHEREAS, the City is willing to lease to User Group space as shown in Exhibit "A" in Lakeview Arena in accordance with the terms and conditions contained herein from September 27, 2021, through March 31, 2022.

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

1. In consideration of monthly payments, the User Group shall be entitled to exclusive use of the Lakeview Arena ice sheet specified in Exhibit "A" for the times listed under "Customer Schedule" which includes 1177 hours. On or before the fifteenth (15th) day of each month beginning October 2021, the City will invoice the User Group for actual ice usage during the prior month, and payment shall be due no later than the last day of the following month.

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

3. Arena facilities to hold board meetings, work sessions, planning sessions, award presentations, judiciary hearings, and other limited approved events will be made at no additional cost to the User Group, in locations determined by the Arena Management and subject to availability.

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

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

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

7. The User Group shall procure and maintain insurance for the duration of this Agreement against liability claims for injuries to persons or damages to property which may arise

from or in connection with the use of Lakeview Arena and naming the City as an additional insured. The insurance required by this Agreement shall be in amounts acceptable to the City and shall be endorsed to state that coverage shall not be reduced or canceled except after thirty (30) days notice to the City by certified mail, return receipt requested.

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

a. Abandonment and vacation of Lakeview Arena during the Agreement.

b. Failure to perform any provision of this Agreement, if the failure to perform is not cured within thirty (30) days after the City provides written notice to the User Group.

c. Failure to maintain insurance as required by this Agreement, which shall be cause for immediate termination of this Agreement by the City.

d. Failure to comply with any law or government order.

e. The User Group files a petition in bankruptcy or insolvency or for reorganization, or involuntary proceedings are filed against the User Group under applicable bankruptcy laws.

f. The User Group fails to make any payment when due.

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

a. The City may elect to continue this Agreement.

b. The City may terminate the User Group's right to possession of Lakeview

Arena at any time, by providing specific written notice to this effect.

c. The City shall be entitled to recover all amounts, including any attorney fees incurred by the City in pursuit of the default.

If User Group's default creates a public health hazard, or is a violation of a public health law or government order, which may result in illness, injury or death City, in its sole discretion, may provide written notice of immediate termination or suspension of this agreement. If User Group remedies such default, City may, in its discretion, reinstate this agreement.

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

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

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

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

a. Remove all of its goods, effects, and equipment.

b. Surrender the premises to the City.

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

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

Agreement.

15. This Agreement contains the entire agreement of the parties with respect to its subject matter. This Agreement may not be modified except by a written document signed by the parties.

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

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

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

CITY OF MARQUETTE

Jennifer A. Smith, Mayor

Kyle Whitney, City Clerk

MARQUETTE JUNIOR HOCKEY CORP.

By: SCOTT CAMPBELL

Its: PRESIDENT

APPROVED AS TO SUBSTANCE:

Karen M. Kovacs, City Manager

APPROVED AS TO FORM

Suzanne C. Larsen, City Attorney

Lakeview Arena

300 W. Baraga Ave.
Marquette, MI 49855

Phone: 906-228-0460
Fax: 906-228-0493

Account Schedule Report

Marquette Junior Hockey
Amanda Gobert
401 E Fair Ave

Phone: 906-228-9193
Email: mjhboard@mqthockey.org

Account Schedule - By Date
9/27/2021 - 3/31/2022

Date	Day	Complex	Facility	Event Type	Event Time	Cleanup	Dur.	Rate	Other Chg	Tax	Total
9/27/2021	Mon	LA	Russell Arena	Practice	4:30 PM-8:20 PM	8:20 PM-8:30 PM	4/0	200.00	0.00	0.00	800.00
9/27/2021	Mon	LA	Olson Arena	Practice	5:30 PM-9:20 PM	9:20 PM-9:30 PM	4/0	200.00	0.00	0.00	800.00
9/28/2021	Tue	LA	Russell Arena	Practice	4:30 PM-9:50 PM	9:50 PM-10:00 PM	5/30	200.00	0.00	0.00	1,100.00
9/28/2021	Tue	LA	Olson Arena	Practice	7:30 PM-9:50 PM	9:50 PM-10:00 PM	2/30	200.00	0.00	0.00	500.00
9/29/2021	Wed	LA	Russell Arena	Practice	4:30 PM-8:50 PM	8:50 PM-9:00 PM	4/30	200.00	0.00	0.00	900.00
9/29/2021	Wed	LA	Olson Arena	Practice	6:00 PM-9:50 PM	9:50 PM-10:00 PM	4/0	200.00	0.00	0.00	800.00
9/30/2021	Thu	LA	Russell Arena	Practice	4:30 PM-9:50 PM	9:50 PM-10:00 PM	5/30	200.00	0.00	0.00	1,100.00
9/30/2021	Thu	LA	Olson Arena	Practice	7:30 PM-9:50 PM	9:50 PM-10:00 PM	2/30	200.00	0.00	0.00	500.00
10/1/2021	Fri	LA	Russell Arena	Practice	8:00 AM-7:50 PM	7:50 PM-8:00 PM	12/0	200.00	0.00	0.00	2,400.00
10/1/2021	Fri	LA	Olson Arena	Practice	3:00 PM-5:50 PM	5:50 PM-6:00 PM	3/0	0.00	0.00	0.00	0.00
10/1/2021	Fri	LA	Olson Arena	Practice	6:00 PM-6:50 PM	6:50 PM-7:00 PM	1/0	0.00	0.00	0.00	0.00
10/1/2021	Fri	LA	Olson Arena	Practice	7:00 PM-9:20 PM	9:20 PM-9:30 PM	2/30	0.00	0.00	0.00	0.00
10/2/2021	Sat	LA	Olson Arena	Practice	8:00 AM-12:50 PM	12:50 PM-1:00 PM	5/0	0.00	0.00	0.00	0.00
10/2/2021	Sat	LA	Russell Arena	Practice	8:00 AM-7:50 PM	7:50 PM-8:00 PM	12/0	200.00	0.00	0.00	2,400.00
10/2/2021	Sat	LA	Olson Arena	Practice	3:00 PM-9:50 PM	9:50 PM-10:00 PM	7/0	0.00	0.00	0.00	0.00
10/3/2021	Sun	LA	Olson Arena	Practice	8:00 AM-12:50 PM	12:50 PM-1:00 PM	5/0	0.00	0.00	0.00	0.00
10/3/2021	Sun	LA	Russell Arena	Practice	8:00 AM-7:50 PM	7:50 PM-8:00 PM	12/0	200.00	0.00	0.00	2,400.00
10/4/2021	Mon	LA	Russell Arena	Practice	4:30 PM-8:20 PM	8:20 PM-8:30 PM	4/0	200.00	0.00	0.00	800.00
10/4/2021	Mon	LA	Olson Arena	Practice	5:30 PM-9:20 PM	9:20 PM-9:30 PM	4/0	0.00	0.00	0.00	0.00
10/5/2021	Tue	LA	Russell Arena	Practice	4:30 PM-9:50 PM	9:50 PM-10:00 PM	5/30	200.00	0.00	0.00	1,100.00
10/5/2021	Tue	LA	Olson Arena	Practice	7:30 PM-9:50 PM	9:50 PM-10:00 PM	2/30	0.00	0.00	0.00	0.00
10/6/2021	Wed	LA	Russell Arena	Practice	4:30 PM-8:50 PM	8:50 PM-9:00 PM	4/30	200.00	0.00	0.00	900.00
10/6/2021	Wed	LA	Olson Arena	Practice	6:00 PM-9:50 PM	9:50 PM-10:00 PM	4/0	0.00	0.00	0.00	0.00
10/7/2021	Thu	LA	Russell Arena	Practice	4:30 PM-9:50 PM	9:50 PM-10:00 PM	5/30	200.00	0.00	0.00	1,100.00
10/7/2021	Thu	LA	Olson Arena	Practice	7:30 PM-9:50 PM	9:50 PM-10:00 PM	2/30	0.00	0.00	0.00	0.00
10/8/2021	Fri	LA	Russell Arena	Practice	12:00 PM-7:50 PM	7:50 PM-8:00 PM	8/0	200.00	0.00	0.00	1,600.00
10/8/2021	Fri	LA	Olson Arena	Practice	6:00 PM-6:50 PM	6:50 PM-7:00 PM	1/0	0.00	0.00	0.00	0.00
10/9/2021	Sat	LA	Olson Arena	Practice	8:00 AM-12:50 PM	12:50 PM-1:00 PM	5/0	0.00	0.00	0.00	0.00
10/9/2021	Sat	LA	Russell Arena	Practice	8:00 AM-7:50 PM	7:50 PM-8:00 PM	12/0	200.00	0.00	0.00	2,400.00
10/9/2021	Sat	LA	Olson Arena	Practice	3:00 PM-7:50 PM	7:50 PM-8:00 PM	5/0	0.00	0.00	0.00	0.00
10/10/2021	Sun	LA	Olson Arena	Practice	8:00 AM-10:50 AM	10:50 AM-11:00 AM	3/0	0.00	0.00	0.00	0.00
10/10/2021	Sun	LA	Russell Arena	Practice	8:00 AM-7:50 PM	7:50 PM-8:00 PM	12/0	200.00	0.00	0.00	2,400.00
10/11/2021	Mon	LA	Russell Arena	Practice	4:30 PM-8:20 PM	8:20 PM-8:30 PM	4/0	200.00	0.00	0.00	800.00
10/11/2021	Mon	LA	Olson Arena	Practice	5:30 PM-9:20 PM	9:20 PM-9:30 PM	4/0	0.00	0.00	0.00	0.00
10/12/2021	Tue	LA	Russell Arena	Practice	4:30 PM-9:50 PM	9:50 PM-10:00 PM	5/30	200.00	0.00	0.00	1,100.00
10/12/2021	Tue	LA	Olson Arena	Practice	7:30 PM-9:50 PM	9:50 PM-10:00 PM	2/30	0.00	0.00	0.00	0.00
10/13/2021	Wed	LA	Russell Arena	Practice	4:30 PM-8:50 PM	8:50 PM-9:00 PM	4/30	200.00	0.00	0.00	900.00
10/13/2021	Wed	LA	Olson Arena	Practice	6:00 PM-9:50 PM	9:50 PM-10:00 PM	4/0	0.00	0.00	0.00	0.00
10/14/2021	Thu	LA	Russell Arena	Practice	4:30 PM-9:50 PM	9:50 PM-10:00 PM	5/30	200.00	0.00	0.00	1,100.00
10/14/2021	Thu	LA	Olson Arena	Practice	7:30 PM-9:50 PM	9:50 PM-10:00 PM	2/30	0.00	0.00	0.00	0.00
10/15/2021	Fri	LA	Olson Arena	Practice	6:00 PM-6:50 PM	6:50 PM-7:00 PM	1/0	0.00	0.00	0.00	0.00
10/16/2021	Sat	LA	Russell Arena	Practice	8:00 AM-10:50 AM	10:50 AM-11:00 AM	3/0	200.00	0.00	0.00	600.00
10/16/2021	Sat	LA	Olson Arena	Practice	12:00 PM-12:50 PM	12:50 PM-1:00 PM	1/0	0.00	0.00	0.00	0.00

10/18/2021	Mon	LA	Russell Arena	Practice	**4:30 PM-8:20 PM**	8:20 PM-8:30 PM	4/0	200.00	0.00	0.00	800.00
10/18/2021	Mon	LA	Olson Arena	Practice	**5:30 PM-9:20 PM**	9:20 PM-9:30 PM	4/0	0.00	0.00	0.00	0.00
10/19/2021	Tue	LA	Russell Arena	Practice	**4:30 PM-9:50 PM**	9:50 PM-10:00 PM	5/30	200.00	0.00	0.00	1,100.00
10/19/2021	Tue	LA	Olson Arena	Practice	**7:30 PM-9:50 PM**	9:50 PM-10:00 PM	2/30	0.00	0.00	0.00	0.00
10/20/2021	Wed	LA	Russell Arena	Practice	**4:30 PM-8:50 PM**	8:50 PM-9:00 PM	4/30	200.00	0.00	0.00	900.00
10/20/2021	Wed	LA	Olson Arena	Practice	**6:00 PM-9:50 PM**	9:50 PM-10:00 PM	4/0	0.00	0.00	0.00	0.00
10/21/2021	Thu	LA	Russell Arena	Practice	**4:30 PM-9:50 PM**	9:50 PM-10:00 PM	5/30	200.00	0.00	0.00	1,100.00
10/21/2021	Thu	LA	Olson Arena	Practice	**7:30 PM-9:50 PM**	9:50 PM-10:00 PM	2/30	0.00	0.00	0.00	0.00
10/22/2021	Fri	LA	Olson Arena	Practice	**6:00 PM-6:50 PM**	6:50 PM-7:00 PM	1/0	0.00	0.00	0.00	0.00
10/23/2021	Sat	LA	Russell Arena	Practice	**8:00 AM-10:50 AM**	10:50 AM-11:00 AM	3/0	200.00	0.00	0.00	600.00
10/23/2021	Sat	LA	Olson Arena	Practice	**12:00 PM-12:50 PM**	12:50 PM-1:00 PM	1/0	0.00	0.00	0.00	0.00
10/25/2021	Mon	LA	Russell Arena	Practice	**4:30 PM-8:20 PM**	8:20 PM-8:30 PM	4/0	200.00	0.00	0.00	800.00
10/25/2021	Mon	LA	Olson Arena	Practice	**5:30 PM-9:20 PM**	9:20 PM-9:30 PM	4/0	0.00	0.00	0.00	0.00
10/26/2021	Tue	LA	Russell Arena	Practice	**4:40 PM-9:50 PM**	9:50 PM-10:00 PM	5/20	200.00	0.00	0.00	1,066.67
10/26/2021	Tue	LA	Olson Arena	Practice	**7:30 PM-9:50 PM**	9:50 PM-10:00 PM	2/30	0.00	0.00	0.00	0.00
10/27/2021	Wed	LA	Russell Arena	Practice	**4:30 PM-8:50 PM**	8:50 PM-9:00 PM	4/30	200.00	0.00	0.00	900.00
10/27/2021	Wed	LA	Olson Arena	Practice	**6:00 PM-9:50 PM**	9:50 PM-10:00 PM	4/0	0.00	0.00	0.00	0.00
10/28/2021	Thu	LA	Russell Arena	Practice	**4:30 PM-9:50 PM**	9:50 PM-10:00 PM	5/30	200.00	0.00	0.00	1,100.00
10/28/2021	Thu	LA	Olson Arena	Practice	**7:30 PM-9:50 PM**	9:50 PM-10:00 PM	2/30	0.00	0.00	0.00	0.00
10/29/2021	Fri	LA	Olson Arena	Practice	**6:00 PM-6:50 PM**	6:50 PM-7:00 PM	1/0	0.00	0.00	0.00	0.00
10/30/2021	Sat	LA	Russell Arena	Practice	**8:00 AM-10:50 AM**	10:50 AM-11:00 AM	3/0	200.00	0.00	0.00	600.00
10/30/2021	Sat	LA	Olson Arena	Practice	**12:00 PM-12:50 PM**	12:50 PM-1:00 PM	1/0	0.00	0.00	0.00	0.00
11/1/2021	Mon	LA	Russell Arena	Practice	**4:30 PM-8:20 PM**	8:20 PM-8:30 PM	4/0	200.00	0.00	0.00	800.00
11/1/2021	Mon	LA	Olson Arena	Practice	**5:30 PM-9:20 PM**	9:20 PM-9:30 PM	4/0	0.00	0.00	0.00	0.00
11/2/2021	Tue	LA	Russell Arena	Practice	**4:30 PM-9:50 PM**	9:50 PM-10:00 PM	5/30	200.00	0.00	0.00	1,100.00
11/2/2021	Tue	LA	Olson Arena	Practice	**7:30 PM-9:50 PM**	9:50 PM-10:00 PM	2/30	0.00	0.00	0.00	0.00
11/3/2021	Wed	LA	Russell Arena	Practice	**4:30 PM-8:50 PM**	8:50 PM-9:00 PM	4/30	200.00	0.00	0.00	900.00
11/3/2021	Wed	LA	Olson Arena	Practice	**6:00 PM-9:50 PM**	9:50 PM-10:00 PM	4/0	0.00	0.00	0.00	0.00
11/4/2021	Thu	LA	Russell Arena	Practice	**4:30 PM-9:50 PM**	9:50 PM-10:00 PM	5/30	200.00	0.00	0.00	1,100.00
11/4/2021	Thu	LA	Olson Arena	Practice	**7:30 PM-9:50 PM**	9:50 PM-10:00 PM	2/30	0.00	0.00	0.00	0.00
11/5/2021	Fri	LA	Olson Arena	Practice	**6:00 PM-6:50 PM**	6:50 PM-7:00 PM	1/0	0.00	0.00	0.00	0.00
11/6/2021	Sat	LA	Russell Arena	Practice	**8:00 AM-10:50 AM**	10:50 AM-11:00 AM	3/0	200.00	0.00	0.00	600.00
11/6/2021	Sat	LA	Olson Arena	Practice	**12:00 PM-12:50 PM**	12:50 PM-1:00 PM	1/0	0.00	0.00	0.00	0.00
11/8/2021	Mon	LA	Russell Arena	Practice	**4:30 PM-8:20 PM**	8:20 PM-8:30 PM	4/0	200.00	0.00	0.00	800.00
11/8/2021	Mon	LA	Olson Arena	Practice	**5:30 PM-9:20 PM**	9:20 PM-9:30 PM	4/0	0.00	0.00	0.00	0.00
11/9/2021	Tue	LA	Russell Arena	Practice	**4:30 PM-9:50 PM**	9:50 PM-10:00 PM	5/30	200.00	0.00	0.00	1,100.00
11/9/2021	Tue	LA	Olson Arena	Practice	**7:30 PM-9:50 PM**	9:50 PM-10:00 PM	2/30	0.00	0.00	0.00	0.00
11/10/2021	Wed	LA	Russell Arena	Practice	**4:30 PM-8:50 PM**	8:50 PM-9:00 PM	4/30	200.00	0.00	0.00	900.00
11/10/2021	Wed	LA	Olson Arena	Practice	**6:00 PM-9:50 PM**	9:50 PM-10:00 PM	4/0	0.00	0.00	0.00	0.00
11/11/2021	Thu	LA	Russell Arena	Practice	**6:40 PM-9:50 PM**	9:50 PM-10:00 PM	3/20	200.00	0.00	0.00	666.67
11/11/2021	Thu	LA	Olson Arena	Practice	**7:30 PM-9:50 PM**	9:50 PM-10:00 PM	2/30	0.00	0.00	0.00	0.00
11/12/2021	Fri	LA	Olson Arena	Practice	**6:00 PM-6:50 PM**	6:50 PM-7:00 PM	1/0	0.00	0.00	0.00	0.00
11/13/2021	Sat	LA	Russell Arena	Practice	**8:00 AM-10:50 AM**	10:50 AM-11:00 AM	3/0	200.00	0.00	0.00	600.00
11/13/2021	Sat	LA	Olson Arena	Practice	**12:00 PM-12:50 PM**	12:50 PM-1:00 PM	1/0	0.00	0.00	0.00	0.00
11/15/2021	Mon	LA	Russell Arena	Practice	**4:30 PM-8:20 PM**	8:20 PM-8:30 PM	4/0	200.00	0.00	0.00	800.00
11/15/2021	Mon	LA	Olson Arena	Practice	**5:30 PM-9:20 PM**	9:20 PM-9:30 PM	4/0	0.00	0.00	0.00	0.00
11/16/2021	Tue	LA	Russell Arena	Practice	**4:30 PM-9:50 PM**	9:50 PM-10:00 PM	5/30	200.00	0.00	0.00	1,100.00
11/16/2021	Tue	LA	Olson Arena	Practice	**7:30 PM-9:50 PM**	9:50 PM-10:00 PM	2/30	0.00	0.00	0.00	0.00
11/17/2021	Wed	LA	Russell Arena	Practice	**4:30 PM-8:50 PM**	8:50 PM-9:00 PM	4/30	200.00	0.00	0.00	900.00
11/17/2021	Wed	LA	Olson Arena	Practice	**6:00 PM-9:50 PM**	9:50 PM-10:00 PM	4/0	0.00	0.00	0.00	0.00

11/18/2021	Thu	LA	Russell Arena	Practice	4:30 PM-9:50 PM	9:50 PM-10:00 PM	5/30	200.00	0.00	0.00	1,100.00
11/18/2021	Thu	LA	Olson Arena	Practice	7:30 PM-9:50 PM	9:50 PM-10:00 PM	2/30	0.00	0.00	0.00	0.00
11/19/2021	Fri	LA	Olson Arena	Practice	6:00 PM-6:50 PM	6:50 PM-7:00 PM	1/0	0.00	0.00	0.00	0.00
11/20/2021	Sat	LA	Russell Arena	Practice	8:00 AM-10:50 AM	10:50 AM-11:00 AM	3/0	200.00	0.00	0.00	600.00
11/20/2021	Sat	LA	Olson Arena	Practice	12:00 PM-12:50 PM	12:50 PM-1:00 PM	1/0	0.00	0.00	0.00	0.00
11/22/2021	Mon	LA	Russell Arena	Practice	4:30 PM-8:20 PM	8:20 PM-8:30 PM	4/0	200.00	0.00	0.00	800.00
11/22/2021	Mon	LA	Olson Arena	Practice	5:30 PM-9:20 PM	9:20 PM-9:30 PM	4/0	0.00	0.00	0.00	0.00
11/23/2021	Tue	LA	Russell Arena	Practice	4:30 PM-9:50 PM	9:50 PM-10:00 PM	5/30	200.00	0.00	0.00	1,100.00
11/23/2021	Tue	LA	Olson Arena	Practice	7:30 PM-9:50 PM	9:50 PM-10:00 PM	2/30	0.00	0.00	0.00	0.00
11/24/2021	Wed	LA	Russell Arena	Practice	4:30 PM-8:50 PM	8:50 PM-9:00 PM	4/30	200.00	0.00	0.00	900.00
11/24/2021	Wed	LA	Olson Arena	Practice	6:00 PM-9:50 PM	9:50 PM-10:00 PM	4/0	0.00	0.00	0.00	0.00
11/25/2021	Thu	LA	Russell Arena	Practice	4:30 PM-9:50 PM	9:50 PM-10:00 PM	5/30	200.00	0.00	0.00	1,100.00
11/25/2021	Thu	LA	Olson Arena	Practice	7:30 PM-9:50 PM	9:50 PM-10:00 PM	2/30	0.00	0.00	0.00	0.00
11/26/2021	Fri	LA	Olson Arena	Practice	6:00 PM-6:50 PM	6:50 PM-7:00 PM	1/0	0.00	0.00	0.00	0.00
11/27/2021	Sat	LA	Russell Arena	Practice	8:00 AM-10:50 AM	10:50 AM-11:00 AM	3/0	200.00	0.00	0.00	600.00
11/27/2021	Sat	LA	Olson Arena	Practice	12:00 PM-12:50 PM	12:50 PM-1:00 PM	1/0	0.00	0.00	0.00	0.00
11/29/2021	Mon	LA	Russell Arena	Practice	4:30 PM-8:20 PM	8:20 PM-8:30 PM	4/0	200.00	0.00	0.00	800.00
11/29/2021	Mon	LA	Olson Arena	Practice	5:30 PM-9:20 PM	9:20 PM-9:30 PM	4/0	0.00	0.00	0.00	0.00
11/30/2021	Tue	LA	Russell Arena	Practice	4:30 PM-5:20 PM	5:20 PM-5:30 PM	1/0	200.00	0.00	0.00	200.00
11/30/2021	Tue	LA	Olson Arena	Practice	7:30 PM-9:50 PM	9:50 PM-10:00 PM	2/30	0.00	0.00	0.00	0.00
11/30/2021	Tue	LA	Russell Arena	Practice	7:30 PM-9:50 PM	9:50 PM-10:00 PM	2/30	200.00	0.00	0.00	500.00
12/1/2021	Wed	LA	Russell Arena	Practice	4:30 PM-8:50 PM	8:50 PM-9:00 PM	4/30	200.00	0.00	0.00	900.00
12/1/2021	Wed	LA	Olson Arena	Practice	6:00 PM-9:50 PM	9:50 PM-10:00 PM	4/0	0.00	0.00	0.00	0.00
12/2/2021	Thu	LA	Russell Arena	Practice	4:30 PM-9:50 PM	9:50 PM-10:00 PM	5/30	200.00	0.00	0.00	1,100.00
12/2/2021	Thu	LA	Olson Arena	Practice	7:30 PM-9:50 PM	9:50 PM-10:00 PM	2/30	0.00	0.00	0.00	0.00
12/3/2021	Fri	LA	Russell Arena	Practice	3:00 PM-7:50 PM	7:50 PM-8:00 PM	5/0	200.00	0.00	0.00	1,000.00
12/3/2021	Fri	LA	Olson Arena	Practice	6:00 PM-6:50 PM	6:50 PM-7:00 PM	1/0	0.00	0.00	0.00	0.00
12/4/2021	Sat	LA	Olson Arena	Practice	8:00 AM-12:50 PM	12:50 PM-1:00 PM	5/0	0.00	0.00	0.00	0.00
12/4/2021	Sat	LA	Russell Arena	Practice	8:00 AM-7:50 PM	7:50 PM-8:00 PM	12/0	200.00	0.00	0.00	2,400.00
12/4/2021	Sat	LA	Olson Arena	Practice	3:00 PM-7:50 PM	7:50 PM-8:00 PM	5/0	0.00	0.00	0.00	0.00
12/5/2021	Sun	LA	Olson Arena	Practice	8:00 AM-12:50 PM	12:50 PM-1:00 PM	5/0	0.00	0.00	0.00	0.00
12/5/2021	Sun	LA	Russell Arena	Practice	8:00 AM-7:50 PM	7:50 PM-8:00 PM	12/0	200.00	0.00	0.00	2,400.00
12/6/2021	Mon	LA	Russell Arena	Practice	4:30 PM-8:20 PM	8:20 PM-8:30 PM	4/0	200.00	0.00	0.00	800.00
12/6/2021	Mon	LA	Olson Arena	Practice	5:30 PM-9:20 PM	9:20 PM-9:30 PM	4/0	0.00	0.00	0.00	0.00
12/7/2021	Tue	LA	Russell Arena	Practice	4:30 PM-9:50 PM	9:50 PM-10:00 PM	5/30	200.00	0.00	0.00	1,100.00
12/7/2021	Tue	LA	Olson Arena	Practice	7:30 PM-9:50 PM	9:50 PM-10:00 PM	2/30	0.00	0.00	0.00	0.00
12/8/2021	Wed	LA	Russell Arena	Practice	4:30 PM-8:50 PM	8:50 PM-9:00 PM	4/30	200.00	0.00	0.00	900.00
12/8/2021	Wed	LA	Olson Arena	Practice	6:00 PM-9:50 PM	9:50 PM-10:00 PM	4/0	0.00	0.00	0.00	0.00
12/9/2021	Thu	LA	Russell Arena	Practice	4:30 PM-9:50 PM	9:50 PM-10:00 PM	5/30	200.00	0.00	0.00	1,100.00
12/9/2021	Thu	LA	Olson Arena	Practice	7:30 PM-9:50 PM	9:50 PM-10:00 PM	2/30	0.00	0.00	0.00	0.00
12/10/2021	Fri	LA	Olson Arena	Practice	6:00 PM-6:50 PM	6:50 PM-7:00 PM	1/0	0.00	0.00	0.00	0.00
12/11/2021	Sat	LA	Russell Arena	Practice	8:00 AM-10:50 AM	10:50 AM-11:00 AM	3/0	200.00	0.00	0.00	600.00
12/13/2021	Mon	LA	Russell Arena	Practice	4:30 PM-8:20 PM	8:20 PM-8:30 PM	4/0	200.00	0.00	0.00	800.00
12/13/2021	Mon	LA	Olson Arena	Practice	5:30 PM-9:20 PM	9:20 PM-9:30 PM	4/0	0.00	0.00	0.00	0.00
12/14/2021	Tue	LA	Russell Arena	Practice	4:30 PM-5:20 PM	5:20 PM-5:30 PM	1/0	200.00	0.00	0.00	200.00
12/14/2021	Tue	LA	Olson Arena	Practice	7:30 PM-9:50 PM	9:50 PM-10:00 PM	2/30	0.00	0.00	0.00	0.00
12/14/2021	Tue	LA	Russell Arena	Practice	8:00 PM-9:50 PM	9:50 PM-10:00 PM	2/0	200.00	0.00	0.00	400.00
12/15/2021	Wed	LA	Russell Arena	Practice	4:30 PM-8:50 PM	8:50 PM-9:00 PM	4/30	200.00	0.00	0.00	900.00
12/15/2021	Wed	LA	Olson Arena	Practice	6:00 PM-9:50 PM	9:50 PM-10:00 PM	4/0	0.00	0.00	0.00	0.00
12/16/2021	Thu	LA	Russell Arena	Practice	4:30 PM-9:50 PM	9:50 PM-10:00 PM	5/30	200.00	0.00	0.00	1,100.00
12/16/2021	Thu	LA	Olson Arena	Practice	7:30 PM-9:50 PM	9:50 PM-10:00 PM	2/30	0.00	0.00	0.00	0.00

12/17/2021	Fri	LA	Olson Arena	Practice	**6:00 PM-6:50 PM**	6:50 PM-7:00 PM	1/0	0.00	0.00	0.00	0.00
12/18/2021	Sat	LA	Russell Arena	Practice	**8:00 AM-10:50 AM**	10:50 AM-11:00 AM	3/0	200.00	0.00	0.00	600.00
12/18/2021	Sat	LA	Olson Arena	Practice	**12:00 PM-12:50 PM**	12:50 PM-1:00 PM	1/0	0.00	0.00	0.00	0.00
12/20/2021	Mon	LA	Russell Arena	Practice	**4:30 PM-8:20 PM**	8:20 PM-8:30 PM	4/0	200.00	0.00	0.00	800.00
12/20/2021	Mon	LA	Olson Arena	Practice	**5:30 PM-9:20 PM**	9:20 PM-9:30 PM	4/0	0.00	0.00	0.00	0.00
12/21/2021	Tue	LA	Russell Arena	Practice	**4:30 PM-9:50 PM**	9:50 PM-10:00 PM	5/30	200.00	0.00	0.00	1,100.00
12/21/2021	Tue	LA	Olson Arena	Practice	**7:30 PM-9:50 PM**	9:50 PM-10:00 PM	2/30	0.00	0.00	0.00	0.00
12/22/2021	Wed	LA	Russell Arena	Practice	**4:30 PM-8:50 PM**	8:50 PM-9:00 PM	4/30	200.00	0.00	0.00	900.00
12/22/2021	Wed	LA	Olson Arena	Practice	**6:00 PM-9:50 PM**	9:50 PM-10:00 PM	4/0	0.00	0.00	0.00	0.00
12/23/2021	Thu	LA	Russell Arena	Practice	**4:30 PM-9:50 PM**	9:50 PM-10:00 PM	5/30	200.00	0.00	0.00	1,100.00
12/23/2021	Thu	LA	Olson Arena	Practice	**7:30 PM-9:50 PM**	9:50 PM-10:00 PM	2/30	0.00	0.00	0.00	0.00
12/24/2021	Fri	LA	Olson Arena	Practice	**6:00 PM-6:50 PM**	6:50 PM-7:00 PM	1/0	0.00	0.00	0.00	0.00
12/25/2021	Sat	LA	Russell Arena	Practice	**8:00 AM-10:50 AM**	10:50 AM-11:00 AM	3/0	200.00	0.00	0.00	600.00
12/25/2021	Sat	LA	Olson Arena	Practice	**12:00 PM-12:50 PM**	12:50 PM-1:00 PM	1/0	0.00	0.00	0.00	0.00
12/27/2021	Mon	LA	Russell Arena	Practice	**4:30 PM-8:20 PM**	8:20 PM-8:30 PM	4/0	200.00	0.00	0.00	800.00
12/27/2021	Mon	LA	Olson Arena	Practice	**5:30 PM-9:20 PM**	9:20 PM-9:30 PM	4/0	0.00	0.00	0.00	0.00
12/28/2021	Tue	LA	Russell Arena	Practice	**4:30 PM-9:50 PM**	9:50 PM-10:00 PM	5/30	200.00	0.00	0.00	1,100.00
12/28/2021	Tue	LA	Olson Arena	Practice	**7:30 PM-9:50 PM**	9:50 PM-10:00 PM	2/30	0.00	0.00	0.00	0.00
12/29/2021	Wed	LA	Russell Arena	Practice	**4:30 PM-8:50 PM**	8:50 PM-9:00 PM	4/30	200.00	0.00	0.00	900.00
12/29/2021	Wed	LA	Olson Arena	Practice	**6:00 PM-9:50 PM**	9:50 PM-10:00 PM	4/0	0.00	0.00	0.00	0.00
12/30/2021	Thu	LA	Russell Arena	Practice	**4:30 PM-9:50 PM**	9:50 PM-10:00 PM	5/30	200.00	0.00	0.00	1,100.00
12/30/2021	Thu	LA	Olson Arena	Practice	**7:30 PM-9:50 PM**	9:50 PM-10:00 PM	2/30	0.00	0.00	0.00	0.00
12/31/2021	Fri	LA	Olson Arena	Practice	**6:00 PM-6:50 PM**	6:50 PM-7:00 PM	1/0	0.00	0.00	0.00	0.00
1/1/2022	Sat	LA	Russell Arena	Practice	**8:00 AM-10:50 AM**	10:50 AM-11:00 AM	3/0	200.00	0.00	0.00	600.00
1/1/2022	Sat	LA	Olson Arena	Practice	**12:00 PM-12:50 PM**	12:50 PM-1:00 PM	1/0	0.00	0.00	0.00	0.00
1/3/2022	Mon	LA	Russell Arena	Practice	**4:30 PM-8:20 PM**	8:20 PM-8:30 PM	4/0	200.00	0.00	0.00	800.00
1/3/2022	Mon	LA	Olson Arena	Practice	**5:30 PM-9:20 PM**	9:20 PM-9:30 PM	4/0	0.00	0.00	0.00	0.00
1/4/2022	Tue	LA	Russell Arena	Practice	**4:30 PM-9:50 PM**	9:50 PM-10:00 PM	5/30	200.00	0.00	0.00	1,100.00
1/4/2022	Tue	LA	Olson Arena	Practice	**7:30 PM-9:50 PM**	9:50 PM-10:00 PM	2/30	0.00	0.00	0.00	0.00
1/5/2022	Wed	LA	Russell Arena	Practice	**4:30 PM-8:50 PM**	8:50 PM-9:00 PM	4/30	200.00	0.00	0.00	900.00
1/5/2022	Wed	LA	Olson Arena	Practice	**6:00 PM-9:50 PM**	9:50 PM-10:00 PM	4/0	0.00	0.00	0.00	0.00
1/6/2022	Thu	LA	Russell Arena	Practice	**4:30 PM-5:50 PM**	5:50 PM-6:00 PM	1/30	200.00	0.00	0.00	300.00
1/6/2022	Thu	LA	Russell Arena	Practice	**7:00 PM-9:50 PM**	9:50 PM-10:00 PM	3/0	200.00	0.00	0.00	600.00
1/6/2022	Thu	LA	Olson Arena	Practice	**7:30 PM-9:50 PM**	9:50 PM-10:00 PM	2/30	0.00	0.00	0.00	0.00
1/7/2022	Fri	LA	Olson Arena	Practice	**6:00 PM-6:50 PM**	6:50 PM-7:00 PM	1/0	0.00	0.00	0.00	0.00
1/8/2022	Sat	LA	Russell Arena	Practice	**8:00 AM-10:50 AM**	10:50 AM-11:00 AM	3/0	200.00	0.00	0.00	600.00
1/8/2022	Sat	LA	Olson Arena	Practice	**12:00 PM-12:50 PM**	12:50 PM-1:00 PM	1/0	0.00	0.00	0.00	0.00
1/10/2022	Mon	LA	Russell Arena	Practice	**4:30 PM-8:20 PM**	8:20 PM-8:30 PM	4/0	200.00	0.00	0.00	800.00
1/10/2022	Mon	LA	Olson Arena	Practice	**5:30 PM-9:20 PM**	9:20 PM-9:30 PM	4/0	0.00	0.00	0.00	0.00
1/11/2022	Tue	LA	Russell Arena	Practice	**4:30 PM-9:50 PM**	9:50 PM-10:00 PM	5/30	200.00	0.00	0.00	1,100.00
1/11/2022	Tue	LA	Olson Arena	Practice	**7:30 PM-9:50 PM**	9:50 PM-10:00 PM	2/30	0.00	0.00	0.00	0.00
1/12/2022	Wed	LA	Russell Arena	Practice	**4:30 PM-8:50 PM**	8:50 PM-9:00 PM	4/30	200.00	0.00	0.00	900.00
1/12/2022	Wed	LA	Olson Arena	Practice	**6:00 PM-9:50 PM**	9:50 PM-10:00 PM	4/0	0.00	0.00	0.00	0.00
1/13/2022	Thu	LA	Russell Arena	Practice	**4:30 PM-9:50 PM**	9:50 PM-10:00 PM	5/30	200.00	0.00	0.00	1,100.00
1/13/2022	Thu	LA	Olson Arena	Practice	**7:30 PM-9:50 PM**	9:50 PM-10:00 PM	2/30	0.00	0.00	0.00	0.00
1/14/2022	Fri	LA	Olson Arena	Practice	**6:00 PM-6:50 PM**	6:50 PM-7:00 PM	1/0	0.00	0.00	0.00	0.00
1/15/2022	Sat	LA	Russell Arena	Practice	**8:00 AM-10:50 AM**	10:50 AM-11:00 AM	3/0	200.00	0.00	0.00	600.00
1/15/2022	Sat	LA	Olson Arena	Practice	**12:00 PM-12:50 PM**	12:50 PM-1:00 PM	1/0	0.00	0.00	0.00	0.00
1/17/2022	Mon	LA	Russell Arena	Practice	**4:30 PM-8:20 PM**	8:20 PM-8:30 PM	4/0	200.00	0.00	0.00	800.00
1/17/2022	Mon	LA	Olson Arena	Practice	**5:30 PM-9:20 PM**	9:20 PM-9:30 PM	4/0	0.00	0.00	0.00	0.00
1/18/2022	Tue	LA	Russell Arena	Practice	**4:30 PM-9:50 PM**	9:50 PM-10:00 PM	5/30	200.00	0.00	0.00	1,100.00

1/18/2022	Tue	LA	Olson Arena	Practice	**7:30 PM-9:50 PM**	9:50 PM-10:00 PM	2/30	0.00	0.00	0.00	0.00
1/19/2022	Wed	LA	Russell Arena	Practice	**4:30 PM-8:50 PM**	8:50 PM-9:00 PM	4/30	200.00	0.00	0.00	900.00
1/19/2022	Wed	LA	Olson Arena	Practice	**6:00 PM-9:50 PM**	9:50 PM-10:00 PM	4/0	0.00	0.00	0.00	0.00
1/20/2022	Thu	LA	Olson Arena	Practice	**7:30 PM-9:50 PM**	9:50 PM-10:00 PM	2/30	0.00	0.00	0.00	0.00
1/20/2022	Thu	LA	Russell Arena	Practice	**8:00 PM-9:50 PM**	9:50 PM-10:00 PM	2/0	200.00	0.00	0.00	400.00
1/21/2022	Fri	LA	Olson Arena	Practice	**6:00 PM-6:50 PM**	6:50 PM-7:00 PM	1/0	0.00	0.00	0.00	0.00
1/22/2022	Sat	LA	Russell Arena	Practice	**8:00 AM-10:50 AM**	10:50 AM-11:00 AM	3/0	200.00	0.00	0.00	600.00
1/22/2022	Sat	LA	Olson Arena	Practice	**12:00 PM-12:50 PM**	12:50 PM-1:00 PM	1/0	0.00	0.00	0.00	0.00
1/24/2022	Mon	LA	Russell Arena	Practice	**4:30 PM-8:20 PM**	8:20 PM-8:30 PM	4/0	200.00	0.00	0.00	800.00
1/24/2022	Mon	LA	Olson Arena	Practice	**5:30 PM-9:20 PM**	9:20 PM-9:30 PM	4/0	0.00	0.00	0.00	0.00
1/25/2022	Tue	LA	Russell Arena	Practice	**4:30 PM-9:50 PM**	9:50 PM-10:00 PM	5/30	200.00	0.00	0.00	1,100.00
1/25/2022	Tue	LA	Olson Arena	Practice	**7:30 PM-9:50 PM**	9:50 PM-10:00 PM	2/30	0.00	0.00	0.00	0.00
1/26/2022	Wed	LA	Russell Arena	Practice	**4:30 PM-8:50 PM**	8:50 PM-9:00 PM	4/30	200.00	0.00	0.00	900.00
1/26/2022	Wed	LA	Olson Arena	Practice	**6:00 PM-9:50 PM**	9:50 PM-10:00 PM	4/0	0.00	0.00	0.00	0.00
1/27/2022	Thu	LA	Russell Arena	Practice	**4:30 PM-9:50 PM**	9:50 PM-10:00 PM	5/30	200.00	0.00	0.00	1,100.00
1/27/2022	Thu	LA	Olson Arena	Practice	**7:30 PM-9:50 PM**	9:50 PM-10:00 PM	2/30	0.00	0.00	0.00	0.00
1/28/2022	Fri	LA	Russell Arena	Practice	**3:00 PM-7:50 PM**	7:50 PM-8:00 PM	5/0	200.00	0.00	0.00	1,000.00
1/28/2022	Fri	LA	Olson Arena	Practice	**6:00 PM-6:50 PM**	6:50 PM-7:00 PM	1/0	0.00	0.00	0.00	0.00
1/29/2022	Sat	LA	Olson Arena	Practice	**8:00 AM-9:50 AM**	9:50 AM-10:00 AM	2/0	0.00	0.00	0.00	0.00
1/29/2022	Sat	LA	Russell Arena	Practice	**8:00 AM-7:50 PM**	7:50 PM-8:00 PM	12/0	200.00	0.00	0.00	2,400.00
1/29/2022	Sat	LA	Olson Arena	Practice	**12:00 PM-12:50 PM**	12:50 PM-1:00 PM	1/0	0.00	0.00	0.00	0.00
1/29/2022	Sat	LA	Olson Arena	Practice	**3:00 PM-7:50 PM**	7:50 PM-8:00 PM	5/0	0.00	0.00	0.00	0.00
1/30/2022	Sun	LA	Olson Arena	Practice	**8:00 AM-12:50 PM**	12:50 PM-1:00 PM	5/0	0.00	0.00	0.00	0.00
1/30/2022	Sun	LA	Russell Arena	Practice	**8:00 AM-7:50 PM**	7:50 PM-8:00 PM	12/0	200.00	0.00	0.00	2,400.00
1/31/2022	Mon	LA	Russell Arena	Practice	**4:30 PM-8:20 PM**	8:20 PM-8:30 PM	4/0	200.00	0.00	0.00	800.00
1/31/2022	Mon	LA	Olson Arena	Practice	**5:30 PM-9:20 PM**	9:20 PM-9:30 PM	4/0	0.00	0.00	0.00	0.00
2/1/2022	Tue	LA	Russell Arena	Practice	**4:30 PM-9:50 PM**	9:50 PM-10:00 PM	5/30	200.00	0.00	0.00	1,100.00
2/1/2022	Tue	LA	Olson Arena	Practice	**7:30 PM-9:50 PM**	9:50 PM-10:00 PM	2/30	0.00	0.00	0.00	0.00
2/2/2022	Wed	LA	Russell Arena	Practice	**4:30 PM-8:50 PM**	8:50 PM-9:00 PM	4/30	200.00	0.00	0.00	900.00
2/2/2022	Wed	LA	Olson Arena	Practice	**6:00 PM-9:50 PM**	9:50 PM-10:00 PM	4/0	0.00	0.00	0.00	0.00
2/3/2022	Thu	LA	Russell Arena	Practice	**4:30 PM-9:50 PM**	9:50 PM-10:00 PM	5/30	200.00	0.00	0.00	1,100.00
2/3/2022	Thu	LA	Olson Arena	Practice	**7:30 PM-9:50 PM**	9:50 PM-10:00 PM	2/30	0.00	0.00	0.00	0.00
2/4/2022	Fri	LA	Olson Arena	Practice	**6:00 PM-6:50 PM**	6:50 PM-7:00 PM	1/0	0.00	0.00	0.00	0.00
2/5/2022	Sat	LA	Russell Arena	Practice	**8:00 AM-10:50 AM**	10:50 AM-11:00 AM	3/0	200.00	0.00	0.00	600.00
2/5/2022	Sat	LA	Olson Arena	Practice	**12:00 PM-12:50 PM**	12:50 PM-1:00 PM	1/0	0.00	0.00	0.00	0.00
2/7/2022	Mon	LA	Russell Arena	Practice	**4:30 PM-8:20 PM**	8:20 PM-8:30 PM	4/0	200.00	0.00	0.00	800.00
2/7/2022	Mon	LA	Olson Arena	Practice	**5:30 PM-9:20 PM**	9:20 PM-9:30 PM	4/0	0.00	0.00	0.00	0.00
2/8/2022	Tue	LA	Russell Arena	Practice	**4:30 PM-5:20 PM**	5:20 PM-5:30 PM	1/0	200.00	0.00	0.00	200.00
2/8/2022	Tue	LA	Olson Arena	Practice	**7:30 PM-9:50 PM**	9:50 PM-10:00 PM	2/30	0.00	0.00	0.00	0.00
2/8/2022	Tue	LA	Russell Arena	Practice	**8:00 PM-9:50 PM**	9:50 PM-10:00 PM	2/0	200.00	0.00	0.00	400.00
2/9/2022	Wed	LA	Russell Arena	Practice	**4:30 PM-8:50 PM**	8:50 PM-9:00 PM	4/30	200.00	0.00	0.00	900.00
2/9/2022	Wed	LA	Olson Arena	Practice	**6:00 PM-9:50 PM**	9:50 PM-10:00 PM	4/0	0.00	0.00	0.00	0.00
2/10/2022	Thu	LA	Russell Arena	Practice	**4:30 PM-9:50 PM**	9:50 PM-10:00 PM	5/30	200.00	0.00	0.00	1,100.00
2/10/2022	Thu	LA	Olson Arena	Practice	**7:30 PM-9:50 PM**	9:50 PM-10:00 PM	2/30	0.00	0.00	0.00	0.00
2/11/2022	Fri	LA	Olson Arena	Practice	**6:00 PM-6:50 PM**	6:50 PM-7:00 PM	1/0	0.00	0.00	0.00	0.00
2/12/2022	Sat	LA	Russell Arena	Practice	**8:00 AM-10:50 AM**	10:50 AM-11:00 AM	3/0	200.00	0.00	0.00	600.00
2/12/2022	Sat	LA	Olson Arena	Practice	**12:00 PM-12:50 PM**	12:50 PM-1:00 PM	1/0	0.00	0.00	0.00	0.00
2/14/2022	Mon	LA	Russell Arena	Practice	**4:30 PM-8:20 PM**	8:20 PM-8:30 PM	4/0	200.00	0.00	0.00	800.00
2/14/2022	Mon	LA	Olson Arena	Practice	**5:30 PM-9:20 PM**	9:20 PM-9:30 PM	4/0	0.00	0.00	0.00	0.00
2/15/2022	Tue	LA	Russell Arena	Practice	**4:30 PM-9:50 PM**	9:50 PM-10:00 PM	5/30	200.00	0.00	0.00	1,100.00
2/15/2022	Tue	LA	Olson Arena	Practice	**7:30 PM-9:50 PM**	9:50 PM-10:00 PM	2/30	0.00	0.00	0.00	0.00

2/16/2022	Wed	LA	Russell Arena	Practice	**4:30 PM-8:50 PM**	8:50 PM-9:00 PM	4/30	200.00	0.00	0.00	900.00
2/16/2022	Wed	LA	Olson Arena	Practice	**6:00 PM-9:50 PM**	9:50 PM-10:00 PM	4/0	0.00	0.00	0.00	0.00
2/17/2022	Thu	LA	Russell Arena	Practice	**4:30 PM-5:20 PM**	5:20 PM-5:30 PM	1/0	200.00	0.00	0.00	200.00
2/17/2022	Thu	LA	Olson Arena	Practice	**7:30 PM-9:50 PM**	9:50 PM-10:00 PM	2/30	0.00	0.00	0.00	0.00
2/17/2022	Thu	LA	Russell Arena	Practice	**8:00 PM-9:50 PM**	9:50 PM-10:00 PM	2/0	200.00	0.00	0.00	400.00
2/18/2022	Fri	LA	Olson Arena	Practice	**6:00 PM-6:50 PM**	6:50 PM-7:00 PM	1/0	0.00	0.00	0.00	0.00
2/19/2022	Sat	LA	Russell Arena	Practice	**8:00 AM-10:50 AM**	10:50 AM-11:00 AM	3/0	200.00	0.00	0.00	600.00
2/19/2022	Sat	LA	Olson Arena	Practice	**12:00 PM-12:50 PM**	12:50 PM-1:00 PM	1/0	0.00	0.00	0.00	0.00
2/21/2022	Mon	LA	Russell Arena	Practice	**4:30 PM-8:20 PM**	8:20 PM-8:30 PM	4/0	200.00	0.00	0.00	800.00
2/21/2022	Mon	LA	Olson Arena	Practice	**5:30 PM-9:20 PM**	9:20 PM-9:30 PM	4/0	0.00	0.00	0.00	0.00
2/22/2022	Tue	LA	Russell Arena	Practice	**4:30 PM-9:50 PM**	9:50 PM-10:00 PM	5/30	200.00	0.00	0.00	1,100.00
2/22/2022	Tue	LA	Olson Arena	Practice	**7:30 PM-9:50 PM**	9:50 PM-10:00 PM	2/30	0.00	0.00	0.00	0.00
2/23/2022	Wed	LA	Russell Arena	Practice	**4:30 PM-8:50 PM**	8:50 PM-9:00 PM	4/30	200.00	0.00	0.00	900.00
2/23/2022	Wed	LA	Olson Arena	Practice	**6:00 PM-9:50 PM**	9:50 PM-10:00 PM	4/0	0.00	0.00	0.00	0.00
2/24/2022	Thu	LA	Russell Arena	Practice	**4:30 PM-5:20 PM**	5:20 PM-5:30 PM	1/0	200.00	0.00	0.00	200.00
2/24/2022	Thu	LA	Olson Arena	Practice	**7:30 PM-9:50 PM**	9:50 PM-10:00 PM	2/30	0.00	0.00	0.00	0.00
2/24/2022	Thu	LA	Russell Arena	Practice	**8:00 PM-9:50 PM**	9:50 PM-10:00 PM	2/0	200.00	0.00	0.00	400.00
2/25/2022	Fri	LA	Russell Arena	Practice	**8:00 AM-2:50 PM**	2:50 PM-3:00 PM	7/0	150.00	0.00	0.00	1,050.00
2/25/2022	Fri	LA	Russell Arena	Practice	**4:00 PM-10:50 PM**	10:50 PM-11:00 PM	7/0	200.00	0.00	0.00	1,400.00
2/25/2022	Fri	LA	Olson Arena	Practice	**6:00 PM-6:50 PM**	6:50 PM-7:00 PM	1/0	0.00	0.00	0.00	0.00
2/26/2022	Sat	LA	Russell Arena	Practice	**8:00 AM-12:50 PM**	12:50 PM-1:00 PM	5/0	200.00	0.00	0.00	1,000.00
2/26/2022	Sat	LA	Russell Arena	Practice	**4:00 PM-10:50 PM**	10:50 PM-11:00 PM	7/0	200.00	0.00	0.00	1,400.00
2/27/2022	Sun	LA	Russell Arena	Practice	**8:00 AM-7:50 PM**	7:50 PM-8:00 PM	12/0	200.00	0.00	0.00	2,400.00
2/28/2022	Mon	LA	Russell Arena	Practice	**4:30 PM-8:20 PM**	8:20 PM-8:30 PM	4/0	200.00	0.00	0.00	800.00
2/28/2022	Mon	LA	Olson Arena	Practice	**5:30 PM-9:20 PM**	9:20 PM-9:30 PM	4/0	0.00	0.00	0.00	0.00
3/1/2022	Tue	LA	Russell Arena	Practice	**4:30 PM-9:50 PM**	9:50 PM-10:00 PM	5/30	200.00	0.00	0.00	1,100.00
3/1/2022	Tue	LA	Olson Arena	Practice	**7:30 PM-9:50 PM**	9:50 PM-10:00 PM	2/30	0.00	0.00	0.00	0.00
3/2/2022	Wed	LA	Russell Arena	Practice	**4:30 PM-8:50 PM**	8:50 PM-9:00 PM	4/30	200.00	0.00	0.00	900.00
3/2/2022	Wed	LA	Olson Arena	Practice	**6:00 PM-9:50 PM**	9:50 PM-10:00 PM	4/0	0.00	0.00	0.00	0.00
3/3/2022	Thu	LA	Russell Arena	Practice	**4:30 PM-9:50 PM**	9:50 PM-10:00 PM	5/30	200.00	0.00	0.00	1,100.00
3/3/2022	Thu	LA	Olson Arena	Practice	**7:30 PM-9:50 PM**	9:50 PM-10:00 PM	2/30	0.00	0.00	0.00	0.00
3/4/2022	Fri	LA	Russell Arena	Practice	**3:00 PM-7:50 PM**	7:50 PM-8:00 PM	5/0	200.00	0.00	0.00	1,000.00
3/4/2022	Fri	LA	Olson Arena	Practice	**6:00 PM-6:50 PM**	6:50 PM-7:00 PM	1/0	0.00	0.00	0.00	0.00
3/5/2022	Sat	LA	Olson Arena	Practice	**8:00 AM-12:50 PM**	12:50 PM-1:00 PM	5/0	0.00	0.00	0.00	0.00
3/5/2022	Sat	LA	Russell Arena	Practice	**8:00 AM-7:50 PM**	7:50 PM-8:00 PM	12/0	200.00	0.00	0.00	2,400.00
3/5/2022	Sat	LA	Olson Arena	Practice	**3:00 PM-7:50 PM**	7:50 PM-8:00 PM	5/0	0.00	0.00	0.00	0.00
3/6/2022	Sun	LA	Olson Arena	Practice	**8:00 AM-12:50 PM**	12:50 PM-1:00 PM	5/0	0.00	0.00	0.00	0.00
3/6/2022	Sun	LA	Russell Arena	Practice	**8:00 AM-7:50 PM**	7:50 PM-8:00 PM	12/0	200.00	0.00	0.00	2,400.00
3/7/2022	Mon	LA	Russell Arena	Practice	**4:30 PM-8:20 PM**	8:20 PM-8:30 PM	4/0	200.00	0.00	0.00	800.00
3/7/2022	Mon	LA	Olson Arena	Practice	**5:30 PM-9:20 PM**	9:20 PM-9:30 PM	4/0	0.00	0.00	0.00	0.00
3/8/2022	Tue	LA	Russell Arena	Practice	**4:30 PM-9:50 PM**	9:50 PM-10:00 PM	5/30	200.00	0.00	0.00	1,100.00
3/8/2022	Tue	LA	Olson Arena	Practice	**7:30 PM-9:50 PM**	9:50 PM-10:00 PM	2/30	0.00	0.00	0.00	0.00
3/9/2022	Wed	LA	Russell Arena	Practice	**4:30 PM-8:50 PM**	8:50 PM-9:00 PM	4/30	200.00	0.00	0.00	900.00
3/9/2022	Wed	LA	Olson Arena	Practice	**6:00 PM-9:50 PM**	9:50 PM-10:00 PM	4/0	0.00	0.00	0.00	0.00
3/10/2022	Thu	LA	Russell Arena	Practice	**4:30 PM-9:50 PM**	9:50 PM-10:00 PM	5/30	200.00	0.00	0.00	1,100.00
3/10/2022	Thu	LA	Olson Arena	Practice	**7:30 PM-9:50 PM**	9:50 PM-10:00 PM	2/30	0.00	0.00	0.00	0.00
3/11/2022	Fri	LA	Olson Arena	Practice	**6:00 PM-6:50 PM**	6:50 PM-7:00 PM	1/0	0.00	0.00	0.00	0.00
3/18/2022	Fri	LA	Russell Arena	Practice	**3:00 PM-7:50 PM**	7:50 PM-8:00 PM	5/0	200.00	0.00	0.00	1,000.00
3/18/2022	Fri	LA	Olson Arena	Practice	**3:00 PM-7:50 PM**	7:50 PM-8:00 PM	5/0	0.00	0.00	0.00	0.00
3/19/2022	Sat	LA	Olson Arena	Practice	**8:00 AM-12:50 PM**	12:50 PM-1:00 PM	5/0	0.00	0.00	0.00	0.00
3/19/2022	Sat	LA	Russell Arena	Practice	**8:00 AM-7:50 PM**	7:50 PM-8:00 PM	12/0	200.00	0.00	0.00	2,400.00

Lakeview Arena

300 W. Baraga Ave.
Marquette, MI 49855

Phone: 906-228-0460
Fax: 906-228-0493

Account Schedule Report

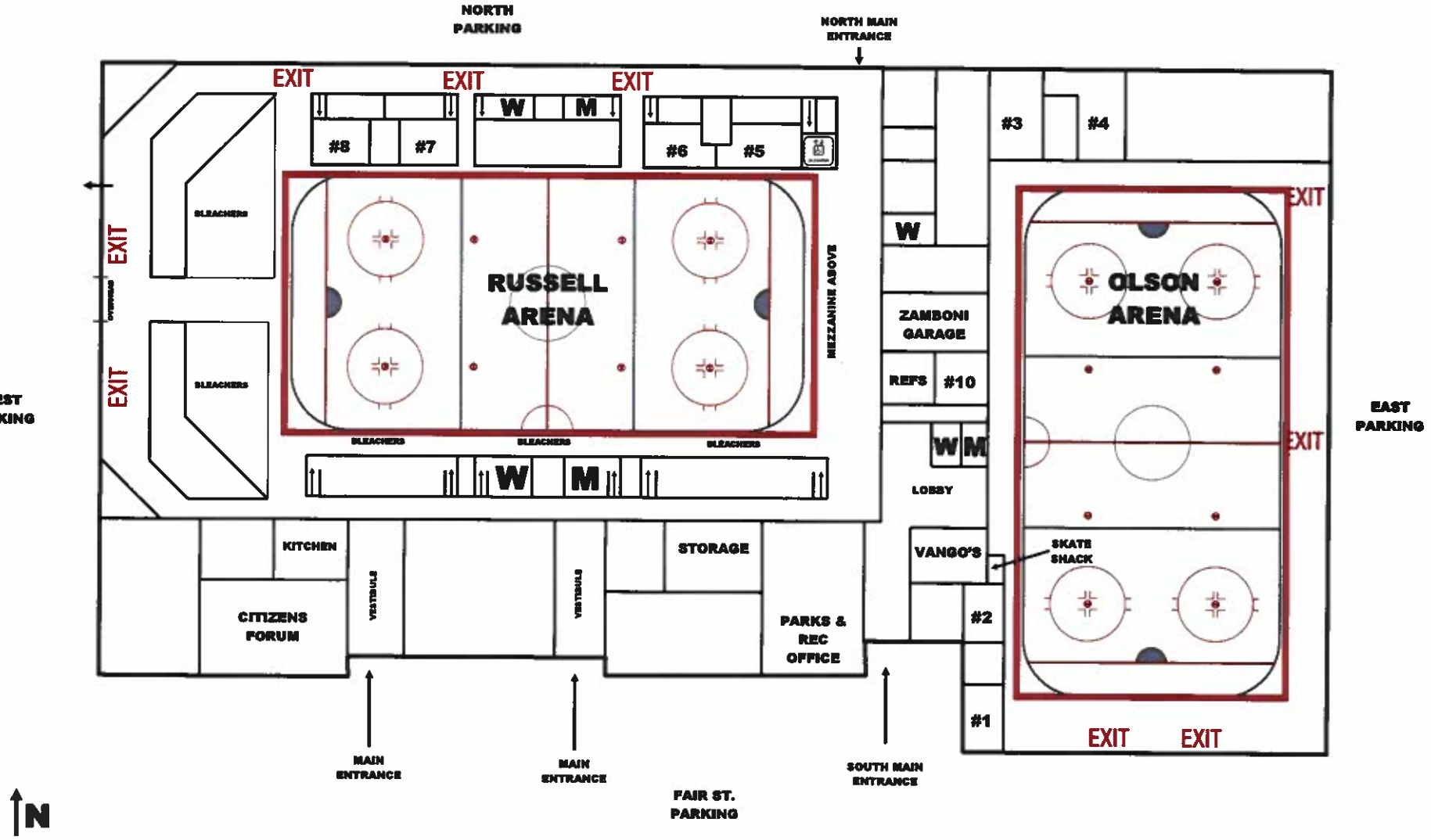
3/19/2022	Sat	LA	Olson Arena	Practice	**3:00 PM-7:50 PM**	7:50 PM-8:00 PM	5/0	0.00	0.00	0.00	0.00
3/20/2022	Sun	LA	Olson Arena	Practice	**8:00 AM-12:50 PM**	12:50 PM-1:00 PM	5/0	0.00	0.00	0.00	0.00
3/20/2022	Sun	LA	Russell Arena	Practice	**8:00 AM-7:50 PM**	7:50 PM-8:00 PM	12/0	200.00	0.00	0.00	2,400.00
3/20/2022	Sun	LA	Olson Arena	Practice	**3:00 PM-7:50 PM**	7:50 PM-8:00 PM	5/0	0.00	0.00	0.00	0.00

1177 (hrs)

Sub Total	$146,683.34
Tax	$0.00
Grand Total	$146,683.34

LAKEVIEW ARENA

EXHIBIT A



Agenda Date: 10/25/2021

Consent Agenda - Roll Call Vote
Master Agreement to Purchase Services (In-Home Services)

BACKGROUND:

Approximately one-half of the Marquette Senior Center budget is constituted of revenues derived through purchase of service agreements such as the Master Agreement to Purchase Services (In-Home Services) under consideration, which represents a portion of the budgeted annual revenues. These contracts have been implemented as service reimbursement agreements consistent with the same approach that has been used for more than 30 years.

This fiscal year the agreement amount is $55,618.51 for an estimated 2,803 units of homemaking services at a unit reimbursement rate of $19.84. There is a ten (10%) percent local in-kind match requirement outlined in the agreement that has been budgeted under salaries and wages.

The City received the agreement on October 6, 2021 with an effective date of October 1, 2021.

FISCAL EFFECT:

This agreement is consistent with the revenues budgeted for in-home services in Fiscal Year 2022.

RECOMMENDATION:

Approve the Master Agreement to Purchase Services (In-Home Services) for Fiscal Year 2022, and authorize the Mayor and Clerk to sign the Agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Master Agreement
- Insurance

MASTER AGREEMENT TO PURCHASE SERVICES
FISCAL YEAR 2022

This Agreement, effective the first day of October, 2021, and ending the 30th day of September, 2022, is by and between Marquette County, 234 W. Baraga Avenue, Marquette, Michigan 49855 and the **CITY OF MARQUETTE**, 300 W. Baraga Avenue, Marquette, Michigan 49855 (hereinafter referred to as the "Contractor").

WHEREAS, Marquette County has contracted with the Region XI Area Agency on Aging (UPAAA) through **IN-HOME SERVICES** funds for the delivery of homemaker service to older residents of Marquette County; and

WHEREAS, Marquette County is desirous of purchasing homemaker service from the Contractor for elders residing within the City of Marquette, and the townships of Chocolay, Marquette and Powell;

NOW, THEREFORE, the parties hereto agree:

1. The Contractor will deliver the following:

HOMEMAKER SERVICE

Estimated Units of Service:	**2803**
Estimated Number of Unduplicated Clients:	**154**
Estimated Number of Low-Income Clients:	**40**
Estimated Number of Minority Clients:	**1**

2. The Contractor shall provide units evenly over the course of the contract period and adhere to the service definition, record keeping requirements and client eligibility guidelines as established by Marquette County's Aging Services policies, Marquette County contractual obligations with UPAAA, and OSA Operating Standards for In-Home Service Programs. Service reports will be provided to the Aging Services office for reimbursement and contract monitoring of receipts, expenditures, clients served, and units provided on forms issued by the Aging Services office. Reports shall be due to the Aging Services office on the 3rd day of the month for the previous month's activity. Technical assistance is available from the Aging Services office for all aspects of service provision, reporting, budgeting, etc.

3. The Contractor shall receive from Marquette County's Aging Services office upon receipt of monthly In-Home Service reports, and signed Agreement by both parties, **funds up to $55,618.51 at a unit rate of $19.84**. In-Home Services are reimbursed using the UPAAA NAPIS system. Reimbursement on significant over production of units will be withheld and findings of non-compliance will be written during Contractor assessment.

4. A local match at a minimum of 10% of the total cost of providing a unit is required by the Contractor. Confidential donations (program income) are to be encouraged, and the funds received used to expand homemaker service.

5. In the event that funds to Marquette County from the UPAAA are reduced, withdrawn or terminated, Marquette County may equally reduce, withdraw or terminate payments upon seven days written notice to the Contractor. In the event that additional funds are received under any grant covered by this Agreement, funds will be allocated depending on the ability of the Contractor to provide additional homemaker service.

6. Any amendments to this Agreement must be reduced to writing and be signed by both parties with 30 days notice. Marquette County can terminate this Agreement for any or no reason upon seven days written notice to the Contractor.

7. Insurance and Indemnification: The Contractor will supply proof of and adhere to the provisions contained in the insurance addendum **(Attachment A)** which is incorporated in, and made part of, this Agreement as though fully set forth herein.

8. The Contractor understands and agrees that in the performance of this Agreement it is an Independent Contractor with respects to Marquette County, and that it has full authority and discretion with respect to hiring, directing, disciplining, and terminating its employees, and in supervising their activities in the performance of the tasks required by this Agreement. The employees of the Contractor shall not be entitled to any of the benefits provided by Marquette County to employees of the County.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

MARQUETTE COUNTY	**CITY OF MARQUETTE**
By: Gerald O. Corkin	By: _____
Gerald O. Corkin, Chairperson	Jenna A. Smith, Mayor
	By: _____
	Kyle Whitney, Clerk
Date: September 28, 2021	Date: _____

Attachment: Insurance Addendum

ATTACHMENT A: INSURANCE ADDENDUM

LIABILITY INSURANCE

The Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, volunteers, or subcontractors.

INSURANCE REQUIREMENTS

The insurance coverage required shall be at least as broad as:

1. Commercial General Liability ("occurrence" form).
2. Automobile Liability, "any auto".
3. Workers' Compensation insurance as required by the laws of the state of Michigan and Employer's Liability insurance.

LIMITS OF INSURANCE

The Contractor shall maintain limits on said policy of no less than:

1. General Liability: $1,000,000 combined single limit per accident for bodily injury, personal injury, and property damage.
2. Automobile Liability: $500,000 combined single limit per accident for bodily injury and property damage.
3. Worker's Compensation and Employer's Liability: Shall be those limits as required by the Worker's Disability Compensation Act for the state of Michigan and Employer's Liability limits of $500,000 per occurrence.

DEDUCTIBLES

Any deductibles or self-insured retentions must be declared to and approved by Marquette County.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverage:
   Marquette County, its officers, agents, employees, elected and appointed officials, and volunteers shall be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to Marquette County, its officers, agents, employees, elected and appointed officials, and volunteers.

   The Contractor's insurance coverage shall be primary insurance as respects Marquette County, its officers, agents, employees, elected and appointed officials, and volunteers. Any insurance or self-insurance maintained by Marquette County, its officers, agents, employees, elected and appointed officials, and volunteers shall be excess of the Contractor's insurance and shall not contribute to it.

   Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Marquette County, its offers, agents, employees, elected and appointed officials, and volunteers.

   The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages:
   Contractor hereby releases Marquette County from any claim for recovery for any loss or damage, which is insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance. It is further agreed that this waiver shall apply only when permitted by the applicable policy of insurance.

   Each insurance policy required by this clause shall be endorsed to state that coverage shall not be

suspended, voided, cancelled by either party, reduced in coverage or in limits except after 30 days prior written notice by certified mail, return receipt requested, has been given to Marquette County.

ACCEPTABILITY OF INSURERS

Unless otherwise approved by Marquette County, the Michigan Insurance Bureau must identify insurers as authorized and eligible. In addition, insurance is to be placed with insurers with a Best's rating of A or better.

CERTIFICATES/ENDORSEMENTS OF INSURANCE

Contractor shall furnish Marquette County with certificates of insurance and with any and all original endorsements affecting coverage required by the contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by Marquette County before work commences. Marquette County reserves the right to require complete, certified copies of all required insurance policies, at any time.

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

A copy of said certificates and endorsements should be forwarded with a signed copy of the Master Agreement to the Marquette County Aging Services office.

ACCEPTANCE OF CERTIFICATE

Acceptance of any certificate(s) and/or endorsement(s) of insurance by Marquette County do not waive the insurance requirements provided in the foregoing paragraphs. Should Marquette County sustain any loss or be required to pay any claim as a result of the Contractor's failure to obtain or maintain insurance as is required by this contract, the Contractor shall indemnify Marquette County for any such loss. This indemnification shall occur regardless of whether or not Marquette County has accepted any certificate(s) and/or endorsement(s) of insurance provided by the Contractor or its carrier.

INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless Marquette County, its officers, agents, employees, elected and appointed officials, and volunteers from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by any act, omission or failure of the Contractor, its subcontractors, and any officers, agents, employees, and volunteers in performing the work required by this contract. The Contractor's obligation under this provision shall not be limited in any way by any terms of this contract, or the insurance limits.

ADDITIONAL INSURED ENDORSEMENT

It is understood and agreed that Marquette County shall be Additional Insureds, which shall include all elected and appointed officials, all employees, agents and volunteers, all boards, commissions, and/or authorities and their board members, employees, and volunteers. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether said other available coverage be primary, contributing or excess.

10/16/18

michigan municipal league

Liability & Property Pool

CERTIFICATE OF COVERAGE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED AS LISTED BELOW.

Name and Address of Participant:
City of Marquette

300 W. Baraga Ave.
Marquette, MI 49855-4763

Coverage Afforded:
Michigan Municipal League Liability and Property Pool
1675 Green Road
Ann Arbor, MI 48105-2530

Name and Address of Service Provider:
Meadowbrook, Inc.
P.O. Box 2054
Southfield, MI 48037-2054

This is to certify that the coverage listed below has been issued to the participant named above and is in-force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded herein is subject to all the terms, exclusions and conditions of the Pool contract.

Coverage	Contract Number	Expiration Date	Limits of Liability
General Liability	MML001404124	7/1/2022	$10,000,000
Automobile Liability			Bodily Injury & Property Damage Combined Single Limit
Other			

Description of Operations/Locations/Vehicles:

Certificate Holder Additional Insured solely with respect to: claims which may arise from contacts with the City of Marquette.

CANCELLATION: Should any of the above described coverages be canceled before the expiration date thereof, the administrator will endeavor to mail 60 days' written notice to the certificate holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Pool.

Name and Address of Certificate Holder:
Marquette County, Marquette County Courthouse Complex
234 W. Baraga Ave.
Marquette, MI 49855

Date Issued: 6/3/2021

By: _____
Authorized Representative

MML-1(11/99)

Agenda Date: 10/25/2021

Consent Agenda - Roll Call Vote
Proclamation - November Family Court Awareness Month

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Proclamation

Proclamation
Family Court Awareness Month

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

WHEREAS, the mission of the Family Court Awareness Month Committee includes increasing awareness on the importance of a family court system that prioritizes child safety and acts in the best interest of children, increasing the awareness on the importance of education and training on domestic violence, childhood trauma and post separation abuse for all professionals working within the family court system, and educating judges and other family court professionals on the empirical data and research that is currently available; and,

WHEREAS, the City of Marquette supports the mission of Family Court Awareness Month; and,

WHEREAS, the City of Marquette would like to bring awareness to and support positive child-centered actions in the family court system; and,

NOW THEREFORE, the Mayor and City Commission of the City of Marquette proclaims the month of November as Family Court Awareness Month.

DATED this 25th day of October, 2021.

_____
Jennifer A. Smith, Mayor

Agenda Date: 10/25/2021

Unfinished Business
Supervisors' Labor Agreement

BACKGROUND:

The City of Marquette has reached a new two-year agreement with the Supervisory Employees' Chapter of AFSCME Local #1852. The bargaining unit has ratified the Agreement. The main issue during negotiations was wages. The parties have agreed to a two-year contract with a 2% wage increase for year one and a wage reopener prior to year two, with the addition of an annual holiday being the day before Thanksgiving. The City Commission will have the opportunity to review and consider approving the wage proposal for year two once that package has been settled.

The City's bargaining team commends the Supervisory unit of AFSCME for their willingness to work with us to negotiate an Agreement that is fair to the employees and the City.

FISCAL EFFECT:

For year one, a 2% increase to wages and on-call pay equates to a cost of $10,839.52. This amount is included in the FY 22 budget.

RECOMMENDATION:

Approve the Supervisory Employees Labor Agreement effective October 1, 2021 through September 30, 2023, and authorize the Mayor and City Clerk to sign the Agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

Agenda Date: 10/25/2021

Unfinished Business
City Attorney Services

BACKGROUND:

City Attorney services have been contracted on retainer through Kendricks, Bordeau, Keefe, Seavoy & Larsen, P.C. for roughly 16 years. Through the recent budget process, the concept of bringing the current City Attorney on staff was brought up as a means to help cut costs and meet the growing needs of the City for legal services.

At the last regular meeting, the Commission approved forming a subcommittee to evaluate the viability of the concept. The subcommittee consisting of Mayor Smith, Commissioner Davis and Commissioner Mayer has concluded the City will benefit from bringing the City Attorney services in-house at this time.

FISCAL EFFECT:

The FY 2022 budget contains adequate funding for City Attorney services. Bringing the City Attorney on staff has an estimated annual savings of $50,000 annually.

RECOMMENDATION:

Pursuant to the subcommittee's recommendation, approve the City Attorney position as a City employee and terminate the retainer with Kendricks, Bordeau, Keefe, Seavoy & Larsen, P.C. effective Dec. 31, 2021.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

Agenda Date: 10/25/2021

New Business
Appointment of City Attorney

BACKGROUND:

Relative to the City Commission voting to bring City Attorney services on staff, the Mayor-appointed subcommittee recommends appointing currently serving attorney, Suzanne Larsen to the position. Since the beginning of the year, Suzanne has officially served as City Attorney for the City of Marquette through the retainer with Kendricks, Bordeau, Keefe, Seavoy & Larsen, P.C. She has been instrumental in fulfilling City legal services for much longer.

A recommended contract for Suzanne has been drafted with a salary of $115,000 per year, a $50,000 term life insurance policy and the same fringe benefit package as City department heads. The initial term of the contract is recommended to be January 1, 2022 through Sept. 30, 2022.

FISCAL EFFECT:

Sufficient funds are available in the FY 2022 budget for the position.

RECOMMENDATION:

Appoint Suzanne Larsen as the on-staff Marquette City Attorney effective January 1, 2022, approve the recommended employment contract and authorize the Mayor and City Clerk to sign the contract.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

Agenda Date: 10/25/2021

New Business
City Hall Labor Agreement

BACKGROUND:

The City of Marquette has reached a new Agreement with the City Hall Employees' Chapter of AFSCME Local #1852. The bargaining unit has ratified the Agreement. The main issues during negotiations were working hours, the ability to work remotely on a limited basis and wages. The parties have agreed to a three-year contract with the addition of the day before Thanksgiving as a holiday, a 2% wage increase for year one and wage reopeners in 2022, and 2023 if needed. The City Commission will have the opportunity to review and consider approving the wage proposal for years two and three once that package has been settled.

The City's bargaining team commends the City Hall unit of AFSCME for their willingness to work with us to negotiate an Agreement that is fair to the employees and the City.

FISCAL EFFECT:

For year one, a 2% increase to wages equates to a cost of $30,000. This amount is included in the FY 22 budget.

RECOMMENDATION:

Approve the City Hall Employees' Labor Agreement effective October 1, 2021 through September 30, 2024, and authorize the Mayor and City Clerk to sign the Agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

Agenda Date: 10/25/2021

New Business

MDOT US41 Reconstruction and Resurfacing Project - City Utility Replacements

BACKGROUND:

MDOT has completed plans for reconstruction and resurfacing of US41 between the Front Street roundabout and Furnace Street. As part of this project, a portion of City utilities that are in poor condition will be replaced. MDOT is requiring the City to sign a contract to approve this work. The City's share of the cost is projected to be $159,900. Reimbursement of costs associated with this project have been tentatively approved by the Marquette Brownfield Redevelopment authority due to the proximity and direct impact on the adjacent Founders Landing Brownfield site.

FISCAL EFFECT:

The US41 utility replacements project was approved as part of the FY2021-2022 budget.

RECOMMENDATION:

Approve a contract with MDOT in the amount of $159,900, based on the quantities and unit prices bid, and allow for a 20 percent contingency for any unknown circumstances, and authorize the Mayor and Clerk to sign the Contract.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- MDOT Construction Contract

SPECIAL TRUNKLINE
NON-ACT-51
ADDED WORK

DA

Control Section	NH 52042
Job Number	131846CON
Fed Project #	21A0972
Contract	21-5237

THIS CONTRACT is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF MARQUETTE, a Michigan municipal corporation, hereinafter referred to as the "CITY"; for the purpose of fixing the rights and obligations of the parties in agreeing to construction improvements in conjunction with the DEPARTMENT'S construction on Highway US-41/M-28, within the corporate limits of the CITY.

WITNESSETH:

WHEREAS, the DEPARTMENT is planning pavement reconstruction work along Highway US-41/M-28 from Furnace Street to the Highway US-41 bypass; and

WHEREAS, the CITY has requested that the DEPARTMENT perform additional work for and on behalf of the CITY in connection with the Highway US-41/M-28 construction, which additional work is hereinafter referred to as the "PROJECT" and is located and described as follows:

> Watermain and storm sewer work along Highway US-41/M-28 from Furnace Street to the Highway US-41 Bypass, including fire hydrant and gate valve installation and drainage structure work; together with necessary related work, located within the corporate limits of the CITY; and

WHEREAS, the DEPARTMENT presently estimates the PROJECT COST as hereinafter defined in Section 1 to be: $159,900; and

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written Contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties shall undertake and complete the construction of the PROJECT in accordance with this Contract. The term "PROJECT COST", as herein used, is hereby defined as the cost of the construction of the PROJECT including the costs of physical construction necessary for the completion of the PROJECT as determined by the DEPARTMENT; and construction engineering (CE), and any and all other expenses in connection with any of the above.

2. The cost of alteration, reconstruction and relocation, including plans thereof, of certain publicly owned facilities and utilities which may be required for the construction of the PROJECT, shall be included in the PROJECT COST; provided, however, that any part of such cost determined by the DEPARTMENT, prior to the commencement of the work, to constitute a betterment to such facility or utility, shall be borne wholly by the owner thereof.

3. The CITY will approve the design intent of the PROJECT and shall accept full responsibility for the constructed PROJECT functioning as a part of the CITY'S facilities. The CITY is solely responsible for any input which it provides as it relates to the design of the PROJECT functioning as part of the CITY'S facilities.

4. The DEPARTMENT will administer all phases of the PROJECT and will cause to be performed all the PROJECT work.

Any items of PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

5. The PROJECT COST shall be charged to the CITY 100 percent and paid in the manner and at the times hereinafter set forth. Such cost is estimated to be as follows:

PROJECT COST - $159,900

The CE costs will be apportioned at the rate of 3% of the actual direct construction costs.

6. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT. The DEPARTMENT may submit progress billings to the CITY on a monthly basis for the CITY'S share of the cost of work performed to date, less all payments previously made by the CITY not including payments made for a working capital deposit. No monthly billings of a lesser amount than $1,000 shall be made unless it is a final or end of fiscal year billing. All billings will be labeled either "Progress Bill Number _____", or "Final Billing". Payment is due within 30 days of receipt of invoice. Upon completion of the PROJECT, payment of all items of PROJECT COST and receipt of all Federal Aid, the DEPARTMENT shall make a final billing and accounting to the CITY.

The CITY will deposit with the DEPARTMENT the following amount which will be used by the DEPARTMENT as working capital and applied toward the end of the project for the contracted work and cost incurred by the DEPARTMENT in connection with the PROJECT:

DEPOSIT - $40,000

The total deposit will be billed to the CITY by the DEPARTMENT and shall be paid by the CITY within 30 days after receipt of invoice.

7. Pursuant to the authority granted by law, the CITY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified herein. If the CITY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the CITY of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, the DEPARTMENT is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the CITY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the CITY with payment thereof, and to notify the CITY in writing of such fact.

8. Upon completion of the PROJECT, the CITY shall accept the facilities constructed as built to specifications within the construction contract documents. It is understood that the CITY shall own the facilities and operate and maintain the facilities in accordance with applicable law at no cost to the DEPARTMENT.

In addition to the PROJECT work, the CITY shall own, operate, and maintain the sidewalks, streetlights, and the water quality structures constructed as part of the DEPARTMENT'S reconstruction work. The streetlighting maintenance work shall include, but not be limited to replacement of lights and poles, as needed. All expenses for electrical service and maintenance shall be the responsibility of the CITY.

9. Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT pursuant to the terms of this Contract are done to assist the CITY. Such approvals, reviews, inspections and recommendations by the DEPARTMENT shall not relieve the CITY of its ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control or jurisdiction.

When providing approvals, reviews and recommendations under this Contract, the DEPARTMENT is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

10. In connection with the performance of PROJECT work under this Contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this Contract. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

11. This Contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the CITY and for the DEPARTMENT; upon the adoption of a resolution approving said Contract and authorizing the signatures thereto of the respective officials of the CITY, a certified copy of which resolution shall be attached to this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF MARQUETTE

By_____
Title: City of Marquette Mayor

By _____
Title: City of Marquette Clerk

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By_____
Department Director MDOT

REVIEWED
By Larry Doyle at 3:56 pm, 10/13/21

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.

2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.

3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.

6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.

8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.

9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B
TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations**: For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.

2. **Nondiscrimination**: The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.

3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment**: All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:

    a. Withholding payments to the contractor until the contractor complies; and/or

    b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make
(Excerpts from US DOT Regulation 49 CFR 26.13)

A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

> The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

> The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Agenda Date: 10/25/2021

New Business
Temporary Marihuana Events Policy and Resolutions- Roll Call Vote

BACKGROUND:

Temporary marijuana event licenses were included as a component of the recreational marijuana ordinance approved by the City Commission in late 2019. At that time, it was determined that the guidelines for obtaining this license should be done through a Commission policy rather than through the City Code or Land Development Code. The attached policy was developed by the City Clerk, Community Services Director, and Assistant City Manager.

The State rules and the City's marijuana ordinance require the City Commission to expressly approve venues for holding a marijuana event and this policy has been separated into two sections, public property and private property, in order to accommodate this requirement. All events will require a review by the City Commission and will follow the format of the special events application.

Due to event size, designated marihuana buffers, location and availability of facilities and services, the following City park sites have been determined to be the only appropriate for temporary marihuana events: Tourist Park, Lakeview Arena and Presque Isle. A resolution has been included with this item to officially designate these locations as acceptable venues.

Due to issues with indoor smoking, Lakeview Arena and the Presque Isle Pavilion will only permit non-smoking/non-vaping events within normal venue rental guidelines.

The policy allows smoking events in Tourist Park, however additional conditions are being recommended to ensure the preservation of the park's primary purpose of recreational camping. The first condition requires the event holder to rent out every campsite within the park for the duration of their event. The City currently requires this for other groups requiring exclusive use of Tourist Park, most notably the Hiawatha Music Festival. Event organizers will have the option of opening the campsites up to their event patrons. The second condition is to only permit these events to occur during the months of May and October. These months are the campgrounds lowest utilized months outside of the winter dog park season and would be the lowest impact to the normal camping activity.

Private property events will need to adhere to buffers and will need to obtain the appropriate permits as determined by the size and type of the event. The application will request the same information that is being required by the State.

A $500 per day fee will be set for a temporary marihuana event license, with an additional $200 for each licensee authorized to sell marihuana products at the event. The $500 per day fee will be due upon submission of the application along with the corresponding special event permit fee. The additional $200 per licensee authorized to sell marihuana products will be due one week prior

to the start of the event after all additional licensees have been finalized. This fee does not include any additional rental and public safety costs that are determined during the special event permit review process. These fees will initially be set by the attached Event Fee Resolution and will be included in the fee schedule as a part of the City budgeting process going forward.

FISCAL EFFECT:

The City will realize at least $500 in license fees per event.

RECOMMENDATION:

Approve Commission Policy 2021-01, the Temporary Marihuana Event Fee resolution, and the resolution designating Tourist Park, Presque Isle Park, and Lakeview Arena as allowable temporary marijhuana event locations, and authorize the Mayor and City Clerk to sign both resolutions

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Commission Policy 2021-01
- Event Fee Resolution
- Location Resolution

CITY OF MARQUETTE, MICHIGAN

CITY COMMISSION POLICY

Policy Number:	Revision Date:
Date Adopted:	
Department:	

SUBJECT: **GUIDELINES FOR PUBLIC AND PRIVATE MARIHUANA EVENTS**

PURPOSE: To provide an orderly process for state licensed marihuana event organizers to request approval of a location in the City of Marquette for a temporary marihuana event on public or private property.

POLICY:

The City of Marquette wishes to provide an orderly process for state licensed marihuana event organizers to obtain temporary marihuana event licenses and to request approval of locations for temporary marihuana events, as required by state law. Marihuana events – events where the onsite sale or consumption of marihuana products, or both, are authorized – have the potential to require City resources to guarantee safety. In addition, marihuana events have the potential to adversely impact surrounding neighborhoods and may challenge the capacity of available manpower, facilities, and other necessary items needed to support the activity.

This policy is separated into two sections; Events on Public Property and Events on Private Property.

Events on Public Property

Due to event size, designated marihuana buffers, location and availability of facilities and services, the following City park sites are deemed to be the only appropriate venues for temporary marihuana events: Tourist Park, Lakeview Arena and Presque Isle.

In order to apply for use of any City property for a temporary marihuana event, the following process has been established to provide for an orderly and timely review. This process is an expanded version of the existing Special Event Permit process.

1. Event organizer shall submit a completed special event permit application (along with a completed temporary marihuana event license application) to the Community Services Department, Parks and Recreation Division at least 120 calendar days prior to the event. The City will respond to the request with an approval or denial within 25 calendar days of the date of application.
2. The temporary marihuana event license application will contain:
    a. Name of the applicant. For applicants who are individuals, the applicant shall provide both the first and last name of the individual. For applicants who are business entities, the applicant shall provide the legal business name of the applicant, and the state in which the applicant was legally formed.
    b. State of Michigan Marijuana event organizer license number.
    c. A list of all licenses and employees that will be providing onsite sales of marihuana products at the temporary marihuana event. If the list of licensees and employees participating in the temporary marihuana event changes after the application is submitted or after the temporary marihuana event license is issued, the applicant shall submit an updated list and an updated diagram to the agency not less than 72 hours before the event. Licensees not on the list submitted to the agency shall not participate in the temporary marihuana event.
    d. Desired location of the temporary marihuana event
    e. A diagram of the physical layout of the temporary marihuana event identical to the layout that will be submitted with the state event application
    f. The dates and hours of operation for which the temporary marihuana event license is being sought. A temporary marihuana event license is required for any event in which the applicant engages in onsite marihuana product sales or allows onsite marihuana product consumption.
    g. Contact information for the applicant's designated primary contact person regarding the temporary marihuana event license, including the name, title, address, phone number, and email address of the individual.
    h. Contact information for a designated contact person(s) who shall be onsite at the event and reachable by telephone at all times that the event is occurring.
    i. A signed acknowledgment that the applicant is aware and understands that all matters related to marihuana growing, cultivation, possession, testing, safety compliance and transporting, are currently subject to state and federal laws, rules and regulations, and that the approval or granting of a license hereunder does not exonerate or exculpate the applicant from abiding by the provisions, requirements and penalties associated with those laws, rules, and regulations, or exposure to any penalties associated therewith; and further, the applicant waives and forever releases any claim, demand, action, legal redress, or recourse against the city, its elected and appointed officials, and its employees and agents for any claims, damages, liabilities, causes of action, damages, or attorney fees that the applicant may incur as a result of the violation by the applicant, its stakeholders and agents of those laws, rules, and regulations.
    j. A description of the type of marihuana consumption that will be occurring (i.e. smoking, vaping, edibles).
    k. Any other information which may be required by the Community Services Department or City Clerk.

3. The temporary marihuana event application will be accompanied by a non-refundable fee set by City Commission resolution. This fee will be in addition to the special event permit fee and all other additional rental, and public safety costs.
4. Community Services Department, Parks and Recreation Division shall administer all temporary marihuana licenses and special event permits for temporary marihuana events on public property.
5. All temporary marihuana event licenses, with the corresponding special event permits, will be circulated to appropriate department heads prior to the event license and permit being issued.
6. If use of the park or City facility is approved, the event organizer and their representatives shall be required to attend a meeting, including a site walk through, prior to opening the event to the public with the Community Services Director or his/her designee and any necessary officials to ensure public health and safety.
7. All applicants shall submit proof of insurance at least 30 days prior to the event naming the City of Marquette as additional insured with coverage acceptable to the City Attorney. Applicant 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, expenses, and attorneys' fees, asserted against, imposed upon or incurred by the City caused in any way by the temporary marihuana event allowed by the permit.
8. After staff review, the Community Services Director or his/her designee shall approve or deny temporary marihuana license applications based on fulfillment of all specifications detailed in this policy. Scheduling of park facilities shall be conducted by the Community Services Director or his/her designee. Once an application is approved administratively, a Special Events Permit application must still be approved by the City Commission.
9. A person or group that receives an administrative denial of a temporary marihuana event license may appeal to the City Manager in writing, stating reasons why the permit should be granted. The City Manager or designee shall respond in writing within 10 days to grant or deny the permit.
10. A temporary marihuana event license may be revoked in writing at any time by the City Manager if it is determined that the holding of the event authorized by the permit may endanger or threaten public health, safety and welfare, or there has been a misrepresentation in the application or any material by the applicant, or there has been a failure to follow this policy, or other City policy/ordinance, State law, or any condition attached to a permit.
11. Following approval by the Community Services Director, an agenda item will be prepared for an upcoming City Commission Meeting for approval of the special event permit.
12. Following approval by the City Commission, the State attestation form showing the municipal authorization of a temporary marihuana event will be provided to the applicant.
13. The license issued according to this policy and Marquette City Code must be prominently displayed on the premises of the temporary marihuana event.

<u>Additional Guidelines</u>

Tourist Park-

- The intent of the City of Marquette is to strike a balance between use of City Parks for organized events and recreational enjoyment in order to protect all City Parks for their primary purpose of passive recreation. For this reason, temporary marihuana events will

only be permitted in Tourist Park if the event organizer has rented the entire park, including all campsites, for the special event. Reservations for the park are first come, first served and applicants are encouraged to contact Community Services early to secure dates that do not have existing reservations. Additionally, Tourist Park will only be available for temporary marihuana events during the months of May and October.

- Event holders wishing to utilize Tourist Park for a temporary marihuana event must meet with the Community Services Director or his/her designee in order to arrange for the entire park to be reserved.

Presque Isle Park-

- Temporary marihuana events are permittable in indoor rentable park facilities.
- All building capacity guidelines must be strictly adhered to for any event.
- No smoking or vaping of any kind is permitted on Presque Isle Park.

Lakeview Arena

- Temporary marihuana events are permittable in rentable building facilities.
- All building capacity guidelines must be strictly adhered to for any event.
- No smoking or vaping of marihuana products are permitted on the premises or parking lot of Lakeview Arena.

Events on Private Property

In order to apply for use of private property for a temporary marihuana event, the following process has been established to provide for an orderly and timely review.

1. Event holder shall submit a completed temporary marihuana event license application to the City Clerk's Office at least 120 calendar days prior to the event. The City will respond to the request with an approval or denial within 25 calendar days of the date of application.
2. The temporary marihuana event license application will contain:
    a. Name of the applicant. For applicants who are individuals, the applicant shall provide both the first and last name of the individual. For applicants who are business entities, the applicant shall provide the legal business name of the applicant and the state in which the applicant was legally formed.
    b. Marijuana event organizer license number
    c. Each marihuana establishment license held by the applicant
    d. Desired location of the temporary marihuana event
    e. Name of the temporary marihuana event
    f. A diagram of the physical layout of the temporary marihuana event identical to the layout that will be submitted with the state event application
    g. The dates and hours of operation for which the temporary marihuana event license is being sought. A temporary marihuana event license is required for any date in which the applicant engages in onsite marihuana product sales or allows onsite marihuana product consumption.

h. Contact information for the applicant's designated primary contact person regarding the temporary marihuana event license, including the name, title, address, phone number, and email address of the individual.
i. Contact information for a designated contact person(s) who shall be onsite at the event and reachable by telephone at all times that the event is occurring.
j. A list of all licensees and employees that will be providing onsite sales of marihuana products at the temporary marihuana event. If the list of licensees and employees participating in the temporary marihuana event changes after the application is submitted or after the temporary marihuana event license is issued, the applicant shall submit an updated list and an updated diagram to the agency not less than 72 hours before the event. Licensees not on the list submitted to the agency shall not participate in the temporary marihuana event.
k. A signed acknowledgment that the applicant is aware and understands that all matters related to marihuana growing, cultivation, possession, testing, safety compliance and transporting, are currently subject to state and federal laws, rules and regulations, and that the approval or granting of a license hereunder does not exonerate or exculpate the applicant from abiding by the provisions and requirements and penalties associated with those laws, rules, and regulations, or exposure to any penalties associated therewith; and further, the applicant waives and forever releases any claim, demand, action, legal redress, or recourse against the city, its elected and appointed officials, and its employees and agents for any claims, damages, liabilities, causes of action, damages, or attorney fees that the applicant may incur as a result of the violation by the applicant, its stakeholders and agents of those laws, rules, and regulations.
l. A description of the type of marihuana consumption that will be occurring (i.e. smoking, vaping, edibles).
    i. If the intended form of consumption includes smoking or vaping, all State laws and local ordinances regarding indoor smoking and vaping must be followed.
    ii. This permit does not give the permit holder the right to hold an event in violation of smoking/vaping rules present at the event location.
m. A signed acknowledgement stating no temporary marihuana event may refuse representatives of the City Police Department the right during the hours of operation to inspect the licensed premises or audit the books and records of the marihuana establishment.
n. Any other information which may be required by the City Clerk.

3. The temporary marihuana event will be accompanied by a non-refundable fee set by City Commission resolution that is in addition to all other event, rental, and additional public safety costs.
4. The City Clerk's Office shall administer all license applications for temporary marihuana events on private property.
5. All license applications will be circulated to all department heads prior to the event permit being issued.
6. The City Clerk or his/her designee shall approve or deny event applications after staff review based on fulfillment of all specifications detailed in this policy.

7. The event holder shall submit proof of insurance at least 30 days prior to the event. The event holder 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, expenses, and attorneys' fees, asserted against, imposed upon or incurred by the City caused in any way by the temporary marihuana event allowed by the permit.
8. A person or group denied a permit is encouraged to discuss the denial with the City Clerk or his/her designee in hope of resolving the conflict. If a resolution cannot be reached, said person or group may appeal to the City Manager in writing, stating reasons why permit should be granted. The City Manager shall respond in writing within 10 days to grant or deny the permit.
9. A permit may be revoked in writing at any time by the City Manager if it is determined that the holding of the event authorized by the permit is no longer in the best interest of the public health, safety and welfare, or there has been a misrepresentation in the application or any material by the applicant, or there has been a failure to follow this policy, or other City police/ordinance, State law, or any condition attached to a permit.
10. Following approval by the City Clerk, an agenda item will be prepared for an upcoming City Commission Meeting for approval of the requested location for only the requested dates.
11. The event holder will be required to provide written notice of the event to adjacent property owners, and provide proof of this contact, prior to the City Commission meeting where the agenda item is reviewed.
12. Following approval by the City Commission, the State attestation form showing the municipal authorization of a temporary marihuana event will be provided to the applicant.
13. The license issued according to this policy and City Code must be prominently displayed on the premises of the temporary marihuana event.

Resolution Establishing Fees for Temporary Marihuana Event Licenses

WHEREAS, temporary marihuana events will require hours of City staff time to prepare licenses, assemble information, meet and discuss requests, conduct fire inspections, enforce public safety standards, and prepare follow-up reports and communications; and,

WHEREAS, the City of Marquette is authorized by the Michigan Regulation and Taxation of Marihuana Act to charge an annual fee of not more than $5000 to defray application, administrative and enforcement costs associated with the operation of marijuana establishments in the municipality; and,

WHEREAS, an appropriate non-refundable municipal license application fee as established by resolution is a required component of the adult-use marihuana license application as set by Ordinance #682; and,

WHEREAS, the City Commission believes it is important that the actual costs associated with these services are not subsidized by the general taxpayer;

NOW THEREFORE BE IT RESOLVED, that fees for temporary marihuana event licenses be established as follows:

Fee Schedule:
Fee is non-refundable once an application for a temporary marihuana event has been submitted to the Community Services Office or the City Clerks Office, depending on the location of the event. A state attestation form and City Permit will be issued after the event location is approved by the City Commission. A municipal license for a temporary marihuana event will only be valid during the days indicated on the license.

A $500 per day fee is set for a temporary marihuana event permit as identified in City Ordinance #682 and Commission Policy 2021-01, with an additional $200 for each licensee authorized to sell marihuana products at the event. The $500 per day fee will be due upon submission of the application along with the corresponding special event permit fee. The additional $200 per licensee authorized to sell marihuana products will be due one week prior to the start of the event after all additional licensees have been finalized. This fee does not include any additional rental and public safety costs that are determined during the special event permit review process.

Duly adopted by the Commission on October 25, 2021.

_____
Jennifer A. Smith, Mayor

Certified to be a true copy on October 25, 2021.

_____
Kyle Whitney, City Clerk

Resolution Designating Public Venues for Temporary Marihuana Event Licenses

WHEREAS, R 420.25(5) of the administrative rules promulgated by the Marijuana Regulatory agency under the authority of the Michigan Regulation and Taxation of Marihuana Act states "A temporary marihuana event may only be held at a venue expressly approved by a municipality for the purpose of holding a temporary marihuana event."; and,

WHEREAS, Section 5-15 of the Marquette City Code states "Temporary marihuana events may only be held at venues identified by resolution of the Marquette City Commission."; and,

NOW THEREFORE BE IT RESOLVED, Lakeview Arena, Presque Isle Park, and Tourist Park are identified as venues that can host temporary marihuana events in accordance with City Commission policy.

Duly adopted by the Commission on October 25, 2021.

_____
Jennifer A. Smith, Mayor

Certified to be a true copy on October 25, 2021.

_____
Kyle Whitney, City Clerk