



CITY COUNCIL MEETING AGENDA

1st and 3rd Thursday of the Month

Marc D. Tall, Mayor
Ronald J. Beauchamp, Mayor Pro-Tem
Patricia A. Baribeau, Council Member
Ralph B. Blasier, Council Member
Michael R. Sattem, Council Member

James V. O'Toole, City Manager
Robert S. Richards, CMC, City Clerk
Ralph B.K. Peterson, City Attorney

City Council Chambers located at: City Hall - 410 Ludington Street - Room C101 - Escanaba, MI 49829

The Council has adopted a policy to use a Consent Agenda, when appropriate. All items listed with an asterisk (*) are considered routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member or citizen so requests, in which event the item will be removed from the General Order of Business and considered in its normal sequence on the Agenda.

Regular Meeting

Thursday, September 3, 2015, at 7:00 p.m.

CALL TO ORDER

ROLL CALL

INVOCATION/PLEDGE OF ALLEGIANCE – Pastor Erik Heskin of Bethany Lutheran Church

APPROVAL/CORRECTION(S) TO MINUTES – Regular Meeting - August 20, 2015

APPROVAL/ADJUSTMENTS TO THE AGENDA

CONFLICT OF INTEREST DECLARATION

AWARD PRESENTATIONS – Certificates of Achievement - Area Baseball and Softball Championship Teams

BRIEF PUBLIC COMMENT

PUBLIC HEARINGS - None

NEW BUSINESS

1. **Approval - Annual Service Agreement - William Bonifas Fine Arts Center.**

Explanation: The William Bonifas Fine Arts Center is seeking Council approval of their 2015-16 Service Agreement in the amount of \$5,000. Under the terms of the agreement, the Center will provide a minimum of 8 exhibitions in the Alice Powers Exhibition Hall, 5 plays, 25 classes in the creative and visual arts, and 5 workshops, which will be available to the citizens of Escanaba. Administration is recommending approval of the Service Agreement. This is a budgeted item.

2. **Approval – Annual Service Agreement – Delta County Historical Society.**

Explanation: The Delta County Historical Society is seeking Council approval of their annual 2015-16 Service Agreement in the amount of \$2,000. Under the terms of the Service Agreement, the Delta County Historical Society will be able to provide tours and new activities at the Museum and Lighthouse facilities, which will be available to the citizens of the City of Escanaba. Administration is recommending approval of the Service Agreement. This is a budgeted item.

3. **Approval - Lease Renewal - City of Escanaba and Community Action Agency.**

Explanation: Administration is seeking Council approval of an annual Lease Agreement between the Community Action Agency Senior Center and the City of Escanaba for leased space at the Catherine Bonifas Civic Center building. No changes to the existing agreement are being recommended.

4. **Approval – Use of Public Space – Municipal Dock – United Way of Delta County - Uptoberfest.**

Explanation: The United Way of Delta County, in conjunction with the Bay de Noc Brewer's Homebrew Club, is seeking Council approval to use the City Municipal Dock on October 10, 2015, from 2:00 p.m. to 7:00 p.m. for the annual United Way of Delta County Uptoberfest. Administration is recommending approval with the following conditions: 1) Proper insurance be provided naming the City of Escanaba as an additional insured, 2) The event sponsors provide all labor and material to clean up at the conclusion of the event, and 3) The event sponsor pay for any overtime City labor costs that may be incurred.

Council Agenda - September 3, 2015

5. Approval – Use of Public Space – North 18th Street Between 12th Avenue North and 13th Avenue North - Christ the King Lutheran Church – Fall Festival

Explanation: Christ the King Lutheran Church is seeking Council approval to close off the 1,200 block of North 18th Street between 12th Avenue North and 13th Avenue North for their Fall Festival on September 27, 2015, from 9:00 a.m. to 2:00 p.m. Administration is recommending approval with the following conditions: 1) Proper insurance be provided naming the City of Escanaba as an additional insured, 2) The event sponsors provide all labor and material to clean up at the conclusion of the event, and 3) The event sponsor pay for any overtime City labor costs that may be incurred.

APPOINTMENTS

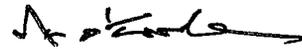
BOARD, COMMISSION, AND COMMITTEE REPORTS

GENERAL PUBLIC COMMENT

ANNOUNCEMENTS

ADJOURNMENT

Respectfully Submitted



James V. O'Toole
City Manager

**OFFICIAL PROCEEDINGS
CITY COUNCIL
CITY OF ESCANABA, MICHIGAN
Regular Council Meeting
Thursday, August 20, 2015**

The meeting was called to order by the Honorable Mayor Marc D. Tall at 7:00 p.m. in the Council Chambers of City Hall located at 410 Ludington Street.

Present: Mayor Marc D. Tall, Council Members, Patricia A. Baribeau, Ronald J. Beauchamp, Ralph B. Blasier, and Michael R. Sattem.

Absent: None

Also Present: City Manager James V. O'Toole, City Department Heads, media, and members of the public.

City Clerk Robert S. Richards gave the invocation and led Council in the Pledge of Allegiance.

Blasier moved, Beauchamp seconded, **CARRIED UNANIMOUSLY**, to approve Regular Meeting Minutes from August 6, 2015, Special Meeting Minutes from August 12, 2015, and Special Meeting Minutes from August 13, 2015, as submitted.

ADJUSTMENTS TO THE AGENDA

Sattem moved, Baribeau seconded, **CARRIED UNANIMOUSLY**, to approve the City Council Agenda as submitted.

CONFLICT OF INTEREST DECLARATION – None

BRIEF PUBLIC COMMENT – None

PUBLIC HEARINGS – None

NEW BUSINESS

Approval - Professional Services Agreement - Michigan Tax Tribunal Cases - Legal Services.

Administration sought Council authorization to retain Mr. Jack VanCoevering as legal counsel for the Michigan Tax Tribunal cases currently filed against the City of Escanaba by AutoZone, 405 South Lincoln Road, the Escanaba Country Club, 1800 11th Avenue South and O'Reilly Automotive, 521 North Lincoln Road in an amount not to exceed \$40,000.

City Assessor Daina Norden provided an overview with Council and citizens regarding the Dark Store Cases. Mrs. Norden stated the City needed to be diligent, and to hire an Attorney to represent the City of Escanaba.

NB-1 Beauchamp moved, Blasier seconded, to approve to retain Mr. Jack VanCoeuvering as legal counsel for the Michigan Tax Tribunal cases currently filed against the City of Escanaba by AutoZone, 405 South Lincoln Road, the Escanaba Country Club, 1800 11th Avenue South and O'Reilly Automotive, 521 North Lincoln Road in an amount not to exceed \$40,000.

Upon a call of the roll, the vote was as follows:

Ayes: Beauchamp, Blasier, Baribeau, Sattlem, Tall
Nays: None

MOTION CARRIED.

Approval - Professional Services Agreement - Michigan Tax Tribunal Cases - Appraisal Services.

Administration sought Council authorization to retain Mr. James T. Hartman for appraisal services for the Michigan Tax Tribunal cases currently filed against the City of Escanaba by AutoZone, 405 South Lincoln Road, the Escanaba Country Club, 1800 11th Avenue South and O'Reilly Automotive, 521 North Lincoln Road in an amount not to exceed \$18,500.

City Assessor Daina Norden provided an overview with Council and citizens on the Dark Store Cases. Mrs. Norden advised the Michigan Tax Tribunal would require necessary appraisal documentation and an outside appraiser. Mr. James T. Hartman was an appraiser who specialized in these types of properties.

NB-2 Blasier moved, Beauchamp seconded, to approve to retain Mr. James T. Hartman for appraisal services for the Michigan Tax Tribunal cases currently filed against the City of Escanaba by AutoZone, 405 South Lincoln Road, the Escanaba Country Club, 1800 11th Avenue South and O'Reilly Automotive, 521 North Lincoln Road in an amount not to exceed \$18,500.

Upon a call of the roll, the vote was as follows:

Ayes: Blasier, Beauchamp, Sattlem, Baribeau, Tall
Nays: None

MOTION CARRIED.

APPOINTMENT(S) TO CITY BOARDS, COMMISSIONS, AND COMMITTEES – None

BOARD, COMMISSION, AND COMMITTEE REPORTS

Council Members reviewed City Board and Commission meetings each attended since the last City Council Meeting.

GENERAL PUBLIC COMMENT – None

ANNOUNCEMENTS – None

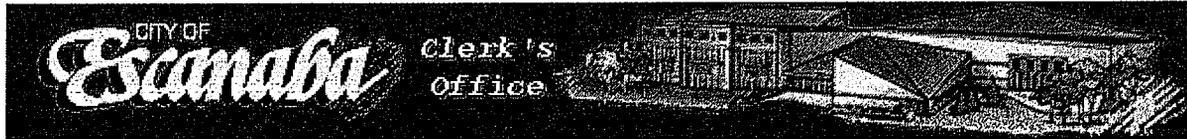
Hearing no further public comment, the Council adjourned at 7:17 p.m.

Respectfully submitted

Robert S. Richards, CMC
City Clerk

Approved: _____
Marc D. Tall, Mayor

NB# 1/2
cc. 8/3/15



August 25, 2015

MEMORANDUM

TO: City Council,
James V. O'Toole, City Manager

FROM: Robert S. Richards, CMC
City Clerk

SUBJECT: September 3, 2014, Agenda Item – Annual Contracts Bonifas Fine Arts Center & Historical Society

Approval - Annual Service Agreement - William Bonifas Fine Arts Center.

Explanation: The William Bonifas Fine Arts Center requests approval of their 2015-16 service agreement in the amount of \$5,000. As part of the service agreement, the Bonifas Corporation would provide a minimum of 8 exhibitions in the Alice Powers Exhibition Hall, 5 plays, conduct 25 classes in the creative and visual arts, and 5 workshops would be opened to the citizens of Escanaba. The amount is budgeted in the current Fiscal year budget

Administration recommended approval of the service agreement.

Approval – Annual Service Agreement – Delta County Historical Society.

Explanation: The Delta County Historical Society sought Council approval of their 2015-16 annual service agreement and appropriation of \$2,000. As part of the service agreement, the Delta County Historical Society would be able to provide tours and new activities at the Museum and Lighthouse facilities which were available to the citizens of the City of Escanaba.

Administration recommended approval of the request.

AGREEMENT
THE CITY OF ESCANABA
AND
THE WILLIAM BONIFAS FINE ARTS CENTER, INC.

It is agreed the Art Center will provide the following services for the citizens of the City of Escanaba. Reasonable charges can be made for those activities designated. It is understood that no resident of the City of Escanaba will be excluded from such activities as long as they have applied within a reasonable period of time to attend or participate in the outlined activities.

The Center will provide for a minimum of five (5) plays annually, to be performed by the Players de Noc or other professional groups. These performances will be open to the general public, and particularly, the citizens of Escanaba. Such performances should be scheduled on an annual basis.

The Bonifas Corporation will provide for a minimum of eight (8) exhibitions to be held in the Alice Powers Exhibition Hall. These exhibitions will be open to the general public, particularly, the citizens of Escanaba. It is recommended that such exhibitions be at no charge to residents of our community.

The Corporation will conduct a minimum of twenty-five (25) classes in the creative and visual arts. Dues can be charged for participation in these classes and programs, which will be open to the general public, particularly, the citizens of Escanaba. In addition, five (5) workshops will be offered.

In consideration for these services, the City of Escanaba will pay to the Corporation an amount not to exceed Five Thousand Dollars (\$5,000) during this fiscal year, July 1, 2015 through June 30, 2016. The Corporation will furnish to the City, through the City Manager, sufficient notice of all activities to be held at the Center. Sufficient copies should be forwarded to the City for distribution to the City Council, Clerk, and City Manager. Sufficient notices of all activities will be sent to the local media well in advance of the date of the actual performance or classes to be held. Where possible, the City of Escanaba will be acknowledged as a patron of the Art Center, with the appropriate recognition being made by the Board.

The agreement is effective July 1, 2015, and will terminate on June 30, 2016.

CITY OF ESCANABA

WILLIAM BONIFAS FINE ARTS CENTER, INC.

James V. O'Toole
City Manager

Its President

Robert S. Richards, CMC
City Clerk

Treasurer

AGREEMENT
THE CITY OF ESCANABA
AND
THE DELTA COUNTY HISTORICAL SOCIETY

It is agreed the Delta County Historical Society will provide the following services for the citizens of the City of Escanaba. Reasonable charges can be made for those activities designated with City Approval. In 1985, the Delta County Historical Society began restoration work on the Escanaba Lighthouse, formerly occupied by the U. S. Coast Guard. It is agreed the Delta County Historical Society will provide a Lighthouse Museum and Nautical Display and other exhibits that will be open to the public.

In consideration for these services, the City of Escanaba will pay to the Delta County Historical Society an amount not to exceed **Two Thousand Dollars (\$2,000)** during the fiscal year **July 1, 2015, through June 30, 2016**, for continued work and new exhibits at the museum and lighthouse. The Delta County Historical Society will furnish to the City, through the City Manager, sufficient notice of all activities to be held at the Escanaba Lighthouse. Sufficient copies should be forwarded to the City for distribution to the City Council, City Clerk, and City Manager. Sufficient notices of all activities will be sent to the local media well in advance of the date of the actual activity to be held. The City of Escanaba will be acknowledged as a participant in this project.

This agreement is effective **July 1, 2015**, and will terminate on **June 30, 2016**.

CITY OF ESCANABA

DELTA COUNTY HISTORICAL SOCIETY

James V. O'Toole
City Manager

Its President

Robert S. Richards, CMC
City Clerk

NB#3
CC 9/3/15

MEMORANDUM

August 3, 2015

TO: Recreation Advisory Committee

FROM: Kim Peterson, Recreation Director *WP*

SUBJECT: Community Action Agency Lease Renewal
Catherine Bonifas Civic Center
September 1, 2015, to August 31, 2016

The annual lease with the Community Action Agency expires on August 31, 2015. There will be no changes to the upcoming proposed lease for September 1, 2015, to August 31, 2016.

Please find attached for your review the proposed lease.

ATTACHMENT

**COMMUNITY ACTION AGENCY (CAA) LEASE
OF CATHERINE BONIFAS CIVIC CENTER
(September 1, 2015 through August 31, 2016)**

IT IS AGREED, between the CITY OF ESCANABA (City) and the DELTA-MENOMINEE-SCHOOLCRAFT COMMUNITY ACTION AGENCY (CAA), as follows:

The City, in consideration of fees, restrictions and covenants herein specified, does hereby lease to the CAA the following specified areas located in the Catherine Bonifas Civic Center, 225 North 21st Street, Escanaba, Michigan:

1. **ROOM ASSIGNMENTS, USES, AND CONDITIONS**

A. Room Number

- 101 Senior Citizens Center
May be utilized exclusively for Senior General Office activities.
 - 102 Senior Citizens Center – Client Service Room
May be utilized exclusively to carry out client services as related to Senior Center.
 - 103 Senior Citizens Center – Director’s Office
May be utilized exclusively by coordinator to carry out business related to the Senior Center.
 - 104 Senior Citizens Center – Computer Room
May be used for Senior Citizens activities.
 - 106 Senior Citizens Center – Activities Room
May be utilized for the purpose of promoting social, cultural and recreational activities for Senior Citizens. To be made available to Recreation Department if not used for Senior activities.
 - 114 May be utilized, upon request, for Senior activities. Subject to approval of Recreation Director.
 - 115 May be utilized, upon request, for Senior activities. Subject to approval of Recreation Director.
 - 119 Senior Center supplies/storage.
 - 121 May be utilized, upon request, for Senior activities. Subject to approval of Recreation Director.
- Game Room
May be utilized daily during morning and/or early afternoon hours for Senior Citizens recreational activities. May also be utilized for parties and special holiday occasions, subject to approval of Recreation Director.

Gymnasium

May be utilized for Senior Citizen Recreation activities, subject to approval of Recreation Director.

Kitchen Facilities

May be utilized for special occasions for Senior Citizens parties, dances, and social functions at the approval of the Recreation Director.

- B. Activities in the following rooms may be cancelled or postponed, with notice by the City, for its own use or use by another organization:

Room 114 (24 hour notice)
Room 115 (24 hour notice)
Game Room (24 hour notice)
Gymnasium (24 hour notice)
Room 121 (24 hour notice)
Main Room (24 hour notice)

- C. 1. CAA and/or Senior Citizens use of building facilities, other than the 1.A of this document, will be assigned if the space is available. The City retains the right to cancel reservations or refuse any request for space according to the Civic Center Reservation Policy.
2. CAA use of Civic Center facilities for purposes not associated with local Senior Citizen programs shall be subject to reservation fees as outlined in the Civic Center Reservation Policy.
3. Keys for exterior doors shall be limited to Senior Center Director and one assistant.

- D. All Senior Center activities may be conducted between the hours of 7:30 a.m. and 4:00 p.m., Monday through Friday. Weekend and evening senior activities are encouraged and may be scheduled with prior arrangements made with the Recreation Director.

2. JANITORIAL RESPONSIBILITIES

- A. The Community Action Agency will be responsible for the cleanliness of the following areas:

Room 101 – Kitchen
Room 102 – Client Service Room
Room 103 – Director's Office
Room 104 – Computer Room
Room 106 – Lounge/Activities Room
Room 119 – Supplies/Storage
Restrooms located on the west side of the building

Proper cleaning of all rooms occupied by Senior Citizens after the termination of any activities in the Game Room, Room 114, Room 115, Room 121, Main Room, Gymnasium and Kitchen Facilities. Periodic cleaning of west end hallway commencing from west entrance to Main Meeting Room. Periodic cleaning of trash cans. Periodic cleaning of the west end restrooms.

- B. CAA shall be responsible for the purchase of all janitorial supplies, with the exception of floor cleaning materials.
- C. CAA shall be responsible for shoveling and salting of all sidewalks, including the entrance, located on the west side of the building.
- D. The CAA shall provide a trash dumpster to dispose of all trash and perishable foods generated as a result of the CAA nutrition program and other Senior Center related activities. The size of the dumpster shall adequately accommodate trash from CAA activities. The dumpster shall have a lid and a lock and will be placed by the Recreation Director. Trash from the dumpster shall be disposed of once weekly.

3. **UTILITIES**

CAA shall remit a payment of Two Hundred Twenty-Five Dollars (\$225) payable to the City of Escanaba in payment for electrical use. Said payment shall be due and payable on the 15th of every month.

4. **SENIOR CITIZENS CENTER SUPERVISION**

All CAA – Senior Citizen activities will be under the jurisdiction of the Center Coordinator. Complaints and/or suggestions by Senior Citizens utilizing the facility shall be directed to the Center Coordinator. If the complaint or suggestion involves the City, the Center Coordinator or the Senior Citizen Program Director must contact the Recreation Director.

5. **ABANDONMENT**

The CAA must notify the Recreation Director thirty (30) days in advance if the CAA:

- A. Plans to discontinue use of any room included in this lease document as illustrated under #1; or
- B. Plans to change or alter the activity designated for each leased room as illustrated under #1.

Under no circumstances shall CAA/Senior Citizen Center rooms be altered in use and/or purpose without the knowledge and permission of the Recreation Director.

6. **LEASE TERM, RENTAL, AND REVIEW**

- A. The term of the lease agreement shall be one (1) year, commencing on September 1, 2015, and terminating on August 31, 2016.
- B. An annual fee of Nine Thousand One Hundred Forty-Eight Dollars (\$9,148) shall be due to the City in equal monthly payments.
- C. The City and CAA shall meet at least thirty (30) days prior to the expiration of this lease each year to review and/or modify terms of this agreement.

7. **INDEMNITY**

CAA agrees to indemnify and hold harmless the City, its officers, employees and representatives from any and all loss, expense, damage, demands, claims and liability, for any injury or alleged injury to persons (including sickness, disease, or death) and for damage or alleged damage to property including property of the City and/or loss of use thereof arising out of CAA's use of said premises and CAA further agrees to defend any suit or action brought against the City, its officers, employees or representatives based upon any such injury or damage and CAA agrees to pay all damages, costs and expenses including attorney's fees in connection with such suit or action resulting therefrom; provided, however, that CAA's aforesaid indemnity and hold harmless agreement shall not extend to any loss, expense, damage, demand, claim or liability finally determined to have been due to the sole negligence of the City, its officers, employees, or representatives that CAA's agreement is for the exclusive benefit of the City and shall in no event insure to the benefit of any third party; provided further, that the City shall have the right to defend any action brought against the City or to tender such defense to CAA.

8. **INSURANCE**

The Community Action Agency shall obtain and maintain in force an insurance policy or policies insuring against losses arising from claims or personal illness, injury, death and property damage liability in connection with CAA program activities in the Catherine Bonifas Civic Center in the minimum amount of One Million Dollars (\$1,000,000) Combined Single Limits. The policy or policies evidencing such insurance delivered to the City without delay, and renewals thereof shall be delivered by CAA to the City at least thirty (30) days prior to respective expiration dates. The City of Escanaba shall be named as an "additional insured" to all policies affecting this lease agreement. The lessee shall deliver evidence, insurance certificate, of said insurance prior to occupancy or renewal date.

IN WITNESS WHEREOF, the parties have executed this Lease at Escanaba, Michigan, on the _____ day of _____, 2015.

In the Presence of:

CITY OF ESCANABA, Lessor

By: _____
Marc D. Tall, Its Mayor

By: _____
Robert Richards, Its City Clerk

DELTA-MENOMINEE-SCHOOLCRAFT
COMMUNITY ACTION AGENCY,
Lessee

By: _____
Julie Moberg
Its: Deputy Executive Director

By: _____
Sally Kidd
Its: Program Director

**COMMUNITY ACTION AGENCY (CAA) LEASE
OF CATHERINE BONIFAS CIVIC CENTER
(September 1, 2014 through August 31, 2015)**

IT IS AGREED, between the CITY OF ESCANABA (City) and the DELTA-MENOMINEE-SCHOOLCRAFT COMMUNITY ACTION AGENCY (CAA), as follows:

The City, in consideration of fees, restrictions and covenants herein specified, does hereby lease to the CAA the following specified areas located in the Catherine Bonifas Civic Center, 225 North 21st Street, Escanaba, Michigan:

1. **ROOM ASSIGNMENTS, USES, AND CONDITIONS**

A. Room Number

- | | | |
|----------|--|---|
| 101 | Senior Citizens Center -
General Office activities. | May be utilized exclusively for Senior |
| 102 | Senior Citizens Center -
Client Service Room | May be utilized exclusively to carry out client
services as related to Senior Center. |
| 103 | Senior Citizens Center -
Director's Office | May be utilized exclusively by coordinator
to carry out business related to the Senior Center. |
| 104 | Senior Citizens Center -
Computer Room | May be used for Senior Citizens activities. |
| 106 | Senior Citizens Center -
Activities Room | May be utilized for the purpose of promoting
social, cultural and recreational activities for
Senior Citizens. To be made available to
Recreation Department if not used for Senior
activities. |
| Room 114 | | May be utilized, upon request, for Senior
activities. Subject to approval of Recreation
Director. |
| Room 115 | | May be utilized, upon request, for Senior
activities. Subject to approval of Recreation
Director. |
| Room 119 | | Senior Center supplies/storage |

Room 121	May be utilized, upon request, for Senior activities. Subject to approval of Recreation Director.
Game Room	May be utilized daily during morning and/or early afternoon hours for Senior Citizens recreational activities. May also be utilized for parties and special holiday occasions, subject to approval of Recreation Director.
Gymnasium	May be utilized for Senior Citizen Recreation activities, subject to approval of Recreation Director.
Kitchen Facilities	May be utilized for special occasions for Senior Citizens parties, dances, and social functions at the approval of the Recreation Director.

B. Activities in the following rooms may be cancelled or postponed, with notice by the City, for its own use or use by another organization:

- Room 114 (24 hour notice)
- Room 115 (24 hour notice)
- Game Room (24 hour notice)
- Gymnasium (24 hour notice)
- Room 121 (24 hour notice)
- Main Room (24 hour notice)

- C.
1. CAA and/or Senior Citizens use of building facilities, other than those listed in 1.A of this document, will be assigned if the space is available. The City retains the right to cancel reservations or refuse any request for space according to the Civic Center Reservation Policy.
 2. CAA use of Civic Center facilities for purposes not associated with local Senior Citizen programs shall be subject to reservation fees as outlined in the Civic Center Reservation Policy.
 3. Keys for exterior doors shall be limited to Senior Center Director and one assistant.

- D. All Senior Center activities may be conducted between the hours of 7:30 a.m. and 4:00 p.m., Monday through Friday. Weekend and evening senior activities are encouraged and may be scheduled with prior arrangements made with the Recreation Director.

2. **JANITORIAL RESPONSIBILITIES**

- A. The Community Action Agency will be responsible for the cleanliness of the following areas:

Room 101 – Kitchen
Room 102 – Client Service Room
Room 103 – Director's Office
Room 104 – Computer Room
Room 106 – Lounge/Activities Room
Room 119 – Supplies/Storage
Restrooms located on the west side of the building

Proper cleaning of all rooms occupied by Senior Citizens after the termination of any activities in the Game Room, Room 114, Room 115, Room 121, Main Room, Gymnasium and Kitchen Facilities. Periodic cleaning of west end hallway commencing from west entrance to Main Meeting Room. Periodic cleaning of trash cans. Periodic cleaning of the west end restrooms.

- B. CAA shall be responsible for the purchase of all janitorial supplies, with the exception of floor cleaning materials.
- C. CAA shall be responsible for shoveling and salting of all sidewalks, including the entrance, located on the west side of the building.
- D. The CAA shall provide a trash dumpster to dispose of all trash and perishable foods generated as a result of the CAA nutrition program and other Senior Center related activities. The size of the dumpster shall adequately accommodate trash from CAA activities. The dumpster shall have a lid and a lock and will be placed by the Recreation Director. Trash from the dumpster shall be disposed of once weekly.

3. **UTILITIES**

CAA shall remit a payment of Two Hundred Twenty-five and no/100ths (\$225.00) Dollars payable to the City of Escanaba in payment for electrical use. Said payment shall be due and payable on the 15th of every month.

4. **SENIOR CITIZENS CENTER SUPERVISION**

All CAA – Senior Citizen activities will be under the jurisdiction of the Center Coordinator. Complaints and/or suggestions by Senior Citizens utilizing the facility shall be directed to the Center Coordinator. If the complaint or suggestion involves the City, the Center Coordinator or the Senior Citizen Program Director must contact the Recreation Director.

5. **ABANDONMENT**

The CAA must notify the Recreation Director thirty (30) days in advance if the CAA:

- A. Plans to discontinue use of any room included in this lease document as illustrated under #1; or
- B. Plans to change or alter the activity designated for each leased room as Illustrated under #1.

Under no circumstances shall CAA/Senior Citizen Center rooms be altered in use and/or purpose without the knowledge and permission of the Recreation Director.

6. **LEASE TERM, RENTAL, AND REVIEW**

- A. The term of the lease agreement shall be one (1) year, commencing on September 1, 2014 and terminating on August 31, 2015.
- B. An annual fee of Nine Thousand One Hundred Forty-eight and 00/100 (\$9,148.00) Dollars shall be due to the City in equal monthly payments.
- C. The City and CAA shall meet at least thirty (30) days prior to the expiration of this lease each year to review and/or modify terms of this agreement.

7. **INDEMNITY**

CAA agrees to indemnify and hold harmless the City, its officers, employees and representatives from any and all loss, expense, damage, demands, claims and liability, for any injury or alleged injury to persons (including sickness, disease, or death) and for damage or alleged damage to property including property of the City and/or loss of use thereof arising out of CAA's use of said premises and CAA further agrees to defend any suit or action brought against the City, its officers, employees or representatives based upon any such injury or damage and CAA agrees to pay all damages, costs and expenses

including attorney's fees in connection with such suit or action resulting therefrom; provided, however, that CAA's aforesaid indemnity and hold harmless agreement shall not extend to any loss, expense, damage, demand, claim or liability finally determined to have been due to the sole negligence of the City, its officers, employees, or representatives that CAA's agreement is for the exclusive benefit of the City and shall in no event insure to the benefit of any third party; provided further, that the City shall have the right to defend any action brought against the City or to tender such defense to CAA.

8. **INSURANCE**

The Community Action Agency shall obtain and maintain in force an insurance policy or policies insuring against losses arising from claims or personal illness, injury, death and property damage liability in connection with CAA program activities in the Catherine Bonifas Civic Center in the minimum amount of \$1,000,000 Combined Single Limits. The policy or policies evidencing such insurance delivered to the City without delay, and renewals thereof shall be delivered by CAA to the City at least thirty (30) days prior to respective expiration dates. The City of Escanaba shall be named as an "additional insured" to all policies affecting this lease agreement. The lessee shall deliver evidence, insurance certificate, of said insurance prior to occupancy or renewal date.

IN WITNESS WHEREOF, the parties have executed this Lease at Escanaba, Michigan, on the 6th day of November, 2014.

In the Presence of:

CITY OF ESCANABA, Lessor

Kimberly Sketson

By: Marc D. Tall
Marc D. Tall, Its Mayor

Larry Weissert

By: Robert Richards
Robert Richards, Its City Clerk

DELTA-MENOMINEE-SCHOOLCRAFT
COMMUNITY ACTION AGENCY,
Lessee

William D. Dabord

By: William D. Dabord
William Dabord
Its: Executive Director

Kristine Shubeault

By: Sally Kidd
Sally Kidd
Its: Program Director

2015 - SPECIAL EVENT APPLICATION - CITY OF ESCANABA
Festivals, Parades, Races, Walkathons, Temporary Road Closures

DATE(S) OF EVENT: Saturday October 10th 2015
Day of Week, Month, Day, Year (eg: Saturday, January 2, 2014)

NAME OF EVENT: Uptoberfest

CONTACT INFORMATION (Please Print Clearly - Incomplete applications may be delayed)

Organization: Bayde Noc Brewers
Contact Person: Ben Harris Phone (day) 906-333-3333
Address: 806 S17th St Phone (evening): 906-333-3333
City: Escanaba E-mail: benharris@baydenocbrewers.com
Postal Code 49829 Website: uptoberfest.org
Charitable Org #: _____ Event Phone: _____
(if applicable) Fax: _____
Alternate Contact: _____
(It is recommended that an alternate name & telephone number be provided)

** Do you grant the City of Escanaba, City Manager's Office permission to give your telephone number to the general public Yes No

LOCATION

City Park Name: Municipal Dock
 Building/Facility Name/Area: _____
 Road (s) Road Closure Required?: Partial Full

DATE / TIME

EVENT TIME This is the time your event would be ready to accept participants or general public.	Event Begins DATE: <u>10-10-15</u> TIME: <u>2pm</u>	Event Ends DATE: <u>10-10-15</u> TIME: <u>7pm</u>
	SET UP TIME When do you want the area reserved for your organization to ensure you have adequate time for set up and tear down.	Set Up Start DATE: <u>10-9-15</u> TIME: <u>noon</u>

The collection, use and disclosure of personally identifying information submitted on this form will be used to facilitate the request to host a special event within the City of Escanaba. Applicants may, from time to time, be contacted by the City or a City-contracted third-party for the express purposes of gathering information about the proposed event, assessing satisfaction and/or obtaining feedback on services related to special events. Questions about this collection should be directed to the City Manager.

EVENT DETAILS

TYPE OF EVENT

- Parade Cycling Festival/Event
 Run Walkathon Other (specify) _____

ESTIMATED ATTENDANCE (please estimate all that apply)

Participants # _____	Wheelchair Accessible Yes <input type="checkbox"/> No <input type="checkbox"/>
Bands # <u>1</u>	For events on City Property are you seeking approval to charge:
Vehicles/Floats # <u>0</u>	Admission Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Volunteers # <u>100</u>	Parking Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
General Public # <u>900</u>	Is this event: <input checked="" type="checkbox"/> Open to the Public <input type="checkbox"/> For Invited Guests only

EVENT ELEMENTS (complete to ensure proper permits are processed)

Power Requirements* Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Fireworks Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Sound Amplification Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Alcohol Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Access to power if possible Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Live Music Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Tents/Temp. Structures Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Size of tent(s): <u>5 tents total 80' x 100'</u>
Amusement Rides Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Provider: _____
Inflatables Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Provider: _____

FOOD & BEVERAGE

Will there be food & non alcoholic beverages sold? Yes No (continue to next page)

Food stand locations Indoor Outdoor Inside & Outside

What kinds of food will the Stands be selling? (check all that apply)

- Chicken/seafood _____
- Rice/pasta dishes _____
- Pop, chips, candy _____
- Hotdogs/hamburgers
- Soups/chilli
- Salad
- Other meats
- Baked goods
- Other foods (please list)

Reservation Fees (check applicable box):

- Ludington Park Pavilion 1/2 day \$75 (resident) \$100 (non-resident)
- Ludington Park Pavilion full day \$100 (resident) \$125 (non-resident)
- Ludington Park Bandshell 1/2 day \$75 (resident) \$100 (non-resident)
- Ludington Park Bandshell full day \$100 (resident) \$125 (non-resident)
- Ludington Park Gazebo \$50 p/2 hour block (res) \$75 p/2 hour block (non-resident)
- Other Picnic or Gathering Areas \$35 p/day
- John D. Besse Park Pavilion 1/2 day \$75 (resident) \$100 (non-resident)
- John D. Besse Park Pavilion full day \$100 (resident) \$125 (non-resident)
- Lemerand Pavilion 1/2 day \$75 (resident) \$100 (non-resident)
- Lemerand Pavilion full day \$100 (resident) \$125 (non-resident)
- Lemerand Complex \$250 per day

Half Day Reservation: Cut-off time is 4:00 pm. Half-day reservations can be made before or after 4:00 pm.

EVENTS REQUESTING ROAD CLOSURE

Road closures must be approved by City Council. Once City Council has approved your road closure, changes cannot be made to your route without notification to the City Manager as a secondary Council Approval will have to be sought.

A detailed map of road closure **MUST** be included. Applicants must notify abutting properties of the closure at least 14 days in advance of the event. This notification letter must be approved by the City Manager's Office. If there are any SPECIAL REQUESTS that you would like City to consider, please outline them on a separate paper and attach

DEFINE THE CLOSURE LIMITS – ATTACH A DETAILED MAP

I have read and understood the Special Events Application.

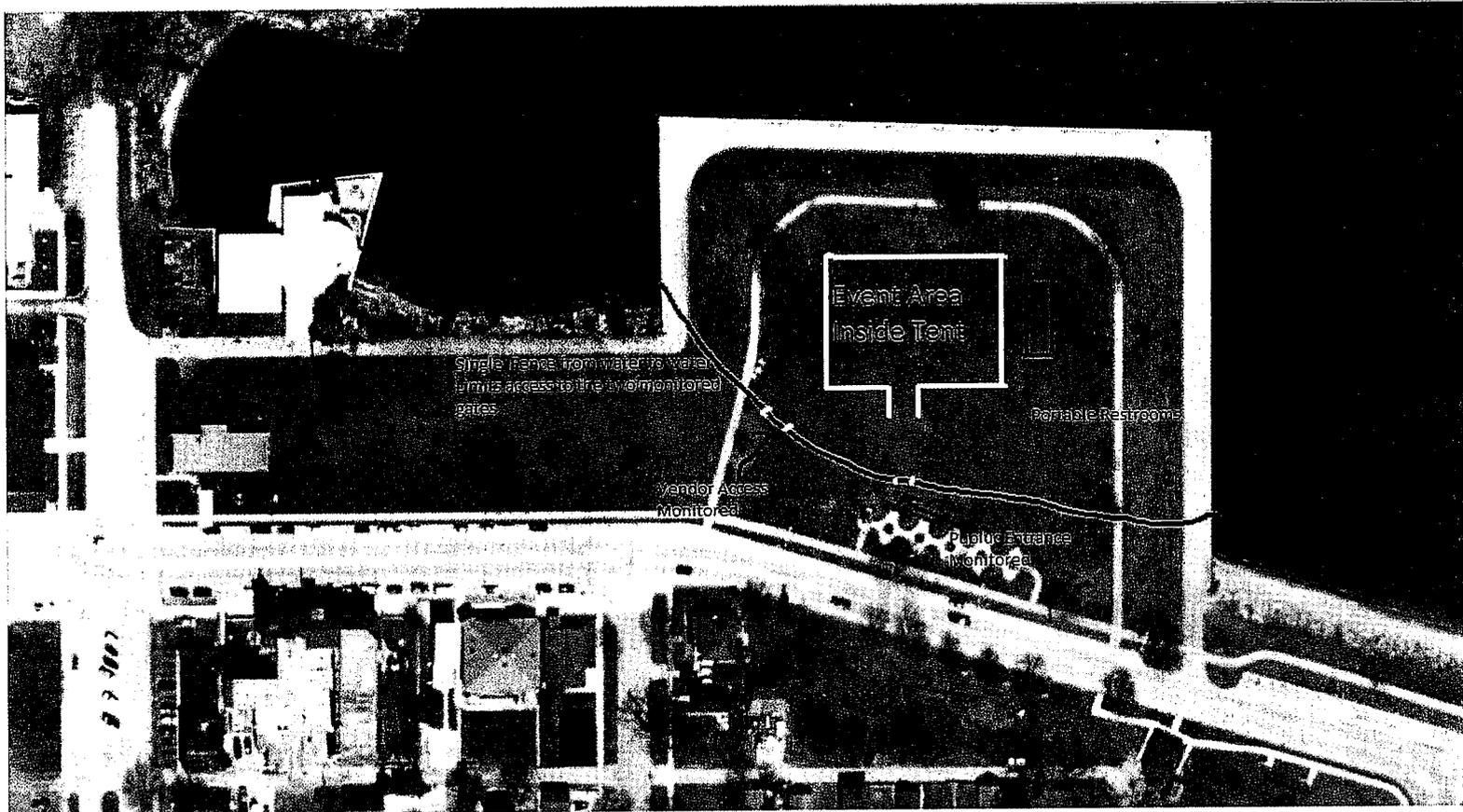
I will notify the City Manager's Office of any changes to my event application at least fourteen (14) days in advance of the event.

I have received a copy, read and understand the contents of the City of Escanaba Policy and Procedures No. 060101-10, Alcohol in Public Places (if applicable).

Ben Harris
Event Organizer Signature

Ben Harris 8-12-2015
Print Name & Date

Planning/dda/2014 special event application



Event Area
Inside Tent

Single Entrance from water to water
limits access to the by monitored
gates

Portable Restrooms

Yardor Access
Monitored

Public Entrance
Monitored

07007

2015 - SPECIAL EVENT APPLICATION - CITY OF ESCANABA
Festivals, Parades, Races, Walkathons, Temporary Road Closures

DATE(S) OF EVENT: Sunday, September 27, 2015
Day of Week, Month, Day, Year (eg. Saturday, January 2, 2014)

NAME OF EVENT: Fall Festival - Christ the King Lutheran Church

CONTACT INFORMATION (Please Print Clearly - Incomplete applications may be delayed)

Organization: Christ the King Lutheran Church
Contact Person: Pastor Chris Johnson Phone (day) 906-786-~~XXXXXX~~
Address: 1230 N. 18th St Phone (evening): 651-783-~~XXXXXX~~
City: Escanaba, MI E-mail: PastorChris.ckk@gmail.com
Postal Code 49829 Website: ~~www.ckk.org~~
Charitable Org #: _____ Event Phone: 906-786-7400
(If applicable) Fax: None
Alternate Contact: Roland Jacobson 906-~~XXXX~~-~~XXXX~~
(It is recommended that an alternate name & telephone number be provided)

** Do you grant the City of Escanaba, City Manager's Office permission to give your telephone number to the general public Yes No

LOCATION

City Park Name: _____
 Building/Facility Name/Area: Christ the King Lutheran Church
 Road (s) Road Closure Required?: Partial Full one street/one block

DATE / TIME

1200 North 18th Street - block street between 12th Ave. N. and 13th Ave. North for festival

EVENT TIME This is the time your event would be ready to accept participants or general public.	Event Begins DATE: <u>9/27/15</u> TIME: <u>10:00 a.m.</u>	Event Ends DATE: <u>9/27/15</u> TIME: <u>2:00 p.m.</u>
	SET UP TIME When do you want the area reserved for your organization to ensure you have adequate time for set up and tear down.	Set Up Start DATE: <u>9/27/15</u> TIME: <u>9:00 a.m.</u>

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See back for map



barricade N. 18th St
between 12th Ave. North & 13th Ave. North

EVENT DETAILS

TYPE OF EVENT

- Parade Cycling Festival/Event
 Run Walkathon Other (specify) _____

ESTIMATED ATTENDANCE (please estimate all that apply)

Participants # 10

Bands # _____

Vehicles/Floats # _____

Volunteers # _____

General Public # 200

Wheelchair Accessible Yes No

For events on City Property are you seeking approval to charge:

Admission Yes No

Parking Yes No

Is this event: Open to the Public
 For Invited Guests only

EVENT ELEMENTS (complete to ensure proper permits are processed)

Power Requirements* Yes No Fireworks Yes No

Sound Amplification Yes No Alcohol Yes No

Access to power if possible Yes No

Live Music Yes No

Tents/Temp. Structures Yes No Size of tent(s): _____

Amusement Rides Yes No Provider: ~~Bosk - Jump House~~

Inflatables Yes No Provider: Bosk - Jump House

FOOD & BEVERAGE

Pot Luck meal inside church

Will there be food & non alcoholic beverages sold? Yes No (continue to next page)

Food stand locations Indoor Outdoor Inside & Outside

What kinds of food will the Stands be selling? (check all that apply)

- Chicken/seafood Soups/chilli Other foods (please list)
 Rice/pasta dishes Salad
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DEFINE THE CLOSURE LIMITS – ATTACH A DETAILED MAP
(on back of 1st pg)

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Roland Jacobson
Event Organizer Signature

Roland Jacobson
Print Name & Date 8/25/15

