



AGENDA PACKET FOR CITY OF MARINETTE COMMON COUNCIL SPECIAL MEETING AT MARINETTE CITY HALL COMMON COUNCIL CHAMBERS, 1905 HALL AVENUE FOR WEDNESDAY FEBRUARY 21st, 2018.

**5:00 PM – SPECIAL COMMON COUNCIL MEETING AGENDA (or immediately following the Parks & Recreation Committee meeting whichever is later)**

1. CALL MEETING TO ORDER.
2. PLEDGE OF ALLEGIANCE.
3. ROLL CALL

**NEW COMMON COUNCIL BUSINESS**

5. Consideration and possible action regarding (TIC) grant from the Wisconsin Department of (TIC) grant from the Wisconsin Department of Tourism award of \$5,900.00.

**FINANCE & INSURANCE COMMITTEE**

6. Consideration and possible action regarding recommendation to waive the procurement policy to purchase a skate sharpener for \$5,987.

**CLOSED SESSION**

**DELIBERATING OR NEGOTIATING THE PURCHASING OF PUBLIC PROPERTIES, THE INVESTING OF PUBLIC FUNDS, OR CONDUCTING ANY OTHER SPECIFIED PUBLIC BUSINESS, WHENEVER COMPETITIVE OR BARGAINING REASONS REQUIRE A CLOSED SESSION PURSUANT TO WIS. STATS. SECTION 19.85(1)(e); and CONFERRING WITH LEGAL COUNSEL FOR THE GOVERNMENTAL BODY WHO IS RENDERING ORAL OR WRITTEN ADVICE CONCERNING STRATEGY TO BE ADOPTED BY THE BODY WITH RESPECT TO LITIGATION IN WHICH IT IS OR IS LIKELY TO BECOME INVOLVED PURSUANT TO WISCONSIN STATUTES SEC. 19.85 (1) (g), to-wit: strategy regarding Recreation Center construction issues.**

**Pursuant to Wis. Stat. §19.85(2), the Common Council may reconvene in open session immediately after conclusion of the closed session to take action, if any, on any closed session agenda items.**

7. ADJOURNMENT.

**Steve Genisot, Mayor**

Note: Requests from individuals with disabilities who need special accommodations to participate in this meeting or hearing should be made to the City Clerk's office at 1-715-732-5140 with as much advance notice as possible.

**TOURIST INFORMATION CENTER (TIC) GRANT AGREEMENT**  
**between the**  
**WISCONSIN DEPARTMENT OF TOURISM**  
**and the**  
**Marinette Recreation Department**

This Agreement is entered into pursuant to s. TOUR 3.08, of the Wisconsin Administrative Code by and between the Wisconsin Department of Tourism ("the Department") and the Marinette Recreation Department, 1905 Hall Avenue, Marinette, WI 54143-1716, Federal Employee Identification Number: 39-6005515 ("the Recipient").

**WHEREAS**, the Recipient has applied to the Department for assistance under the Tourist Information Center (TIC) Grant Program to pay for eligible costs to operate a regional Tourist Information Center consistent with the program requirements specified in s.41.16 Statutes and CH. TOUR 3 Wis. Adm. Code, and

**WHEREAS**, the Department, relying upon representations in the Recipient's application, shall provide a grant of up to \$5,900.00, to the Recipient under the terms and conditions specified in this Agreement,

**THEREFORE**, based upon the mutual promises contained in this Agreement, the Department and Recipient agree as follows:

**I. REPRESENTATIONS AND WARRANTIES**

The Recipient hereby represents and warrants that:

- A. It is a non-profit entity duly organized, validly existing and in good standing under the laws of the State of Wisconsin, and it has complied with all conditions prerequisite to doing business in Wisconsin;
- B. It has the power and authority to carry on its business as now conducted in the State of Wisconsin;
- C. It is qualified to do business in every jurisdiction in which the nature of its business makes such qualifications necessary;
- D. It is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it;
- E. It has authorized its signatory hereto to bind it with respect to all terms and conditions in this Agreement;
- F. All of the promises and representations in the Recipient's TIC Grant application, and any other documents submitted subsequent thereto are truthful and accurate as of the date of this Agreement; and
- G. The Recipient's warranties and representations shall survive the execution and delivery of this Agreement.

**II. SCOPE OF SERVICES PROVIDED BY THE RECIPIENT**

Staffing and customer service for regional tourist information center.

### **III. DISBURSEMENT OF FUNDS**

- A. Payment shall be made to the Recipient, Marinette Recreation Department, 1905 Hall Avenue, Marinette, WI 54143-1716. No TIC Grant funds shall be disbursed to the Recipient except as authorized and provided in this Agreement.
- B. The Recipient shall receive payment following execution of this Agreement.
- C. The Department reserves the right to withhold payment, and seek return of funds as necessary, if the Department determines, in its sole discretion, that the Recipient has not complied with any of the terms and conditions of this Agreement.

### **IV. RECORD KEEPING AND REPORTING**

- A. The Recipient shall maintain books, records and other documents, as required by the Department, to document the amount and nature of all TIC grant funds provided by the Department, as well as the funds used by the Recipient in accordance with the terms of this agreement.
- B. The Department shall, at all reasonable times, have access to and the right to examine, audit, excerpt, copy and transcribe any of the Recipient's books, documents, papers and records which relate directly to this agreement. The Recipient is responsible for retaining such materials for at least three (3) years following payment of grant funds.

### **V. GOVERNING LAW AND VENUE**

- A. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. The Recipient shall, at all times, comply with and observe all federal, state and local laws, ordinances, and regulations which are in effect during the period of this Agreement and which in any manner affect the Project or its conduct. Any litigation arising out of this Agreement shall be brought and venued in Dane County, Wisconsin.
- B. The Applicant shall indemnify and hold harmless the Wisconsin Department of Tourism, and their respective agents, officers and employees with regard to any claim made as a result of costs for which reimbursement is requested by the Applicant under this Agreement, and further shall defend, at its sole expense, any action or proceeding commenced for the purpose of asserting a claim related to costs placed under this Agreement.

### **VI. NONDISCRIMINATION**

No eligible low income family shall be denied any services enumerated in this Agreement or be subjected to unlawful discrimination because of age, race, religion, color, handicap, sex, physical condition, or developmental disability.

In accordance with subch. II, Chapter 111 of the Wisconsin Statutes, the Grantee shall not discriminate in employment against properly qualified individuals by reason of their age, race, creed, color, disability, marital status, sex, national origin, ancestry, sexual orientation, arrest record, conviction record, membership in the national guard, state defense force or any other reserve component of the military forces of the United States or this state or of the use or nonuse of lawful products off the employer's premises during nonworking hours. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, rates of pay or other form of compensation, and selection for training, including apprenticeship.





Becker Arena Products Inc  
 720 Innovation Drive  
 Shakopee MN 55379 USA

Phone: 800-234-5522  
 Fax #: 952-890-2680  
[www.beckerarena.com](http://www.beckerarena.com)

Quote Number: 10003366

**Quote**

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<b>Quote To:</b> MAR002 Marinette Civic Center City Of Marinette 1905 Hall Avenue Marinette WI 54143 USA		<b>Date:</b> 2/14/2018	<b>Expires:</b> 3/16/2018
Phone: 7157320558 Fax: 7157325229		<b>Ship To:</b> Marinette Civic Center City Of Marinette 1905 Hall Avenue Marinette, WI 54143 USA Phone: 7157320558	
Reference: Sales Rep: Lucas Van Nevel Fax: 952-890-2680 Lucas.VanNevel@beckerarena.com			

Line	Part	Description	Quantity	Unit Price	Discount %	Net Price
1	80.12095	BLADEMASTER SINGLE HEAD W/ACCESS.	1.00 EACH	5,100.00 /1		5,100.00

Line	Part	Description	Quantity	Unit Price	Discount %	Net Price
2	80.10440	BLADEMASTER SKATE HOLDER STANDARD	1.00 EACH	387.00 /1		387.00

Line	Part	Description	Quantity	Unit Price	Discount %	Net Price
3	80.11680	BLADEMASTER HAND HONE (INDIVIDUAL)	2.00 EACH			

**(Not Quoted)**  
Line(3) - Miscellaneous Charge -  
 Freight-Out 500.00

<b>Quote Subtotal:</b>	<b>\$5,487.00</b>
<b>Total Misc Charges:</b>	<b>\$500.00</b>
<b>Quote Total:</b>	<b>\$5,987.00</b>
<b>Plus tax, if applicable.</b>	

Please see attached terms & conditions and signature sheet.  
 Thank you for the opportunity to quote!