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12/02/2020 11:28 CITY OF PLATTSBURGH LIVE CA271bee COMPLAINTS/VIOLATIONS REPORT

DEPARTMENT: Building Inspector

REPORTING PERIOD: 11/24/20 TO 12/01/20

COMPLAINT/VIOLATION TYPE	TOTAL	REPORTED	
GARBAGE PROPERTY MAINTENANCE ZONING VIOLATION		ннн	l
DEPARTMENT TOTALS		е	
REPORT TOTALS		m	

** END OF REPORT - Generated by Lisa Beebie **



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12/02/2020 11:28 14271bee	CITY OF PLATTS COMPLAINTS/VIC	SBURGH LIVE OLATIONS REPORT				P 2 picvirpt
DEPARTMENT: Building Inspector				REPORT	REPORTING PERIOD: 11/24/20 TO	
REFERENCE LOCATION CASE COMPLAINT/VIOLATION	COMMENT	AREA SOURCE	RESPONSIBLE PARTY SEVERITY	PARTY		CREATED COMPLIED
2103 114 BRINKERHOFF ST			HARRY Q PHAIR	IR		11/30/2020
VIOLATION	SEVERITY	AREA		COMPLY BY COMPLIED		Marco Otter
ZONING VIOLATION BURNING GARBAGE/DEBRIS ALL I CONTACTED POLICE WHO SAID ?	DAY ON A SUNDAY. THERE WAS NOTHING	NEIGHBOR ON OX G THAT COULD BE DO	ON OXYGEN/LUNG DISEASE BE DONE.	AND	COULD STILL SMELL THROUGH CLOSED WINDOWS.	Z DAIS OFEN WINDOWS.
	ACTION TYPE INSPECTION NOTICE	STATUS NEW NEW	NOTICE	SCHEDULED STARTED 12/02/20	COMPLETED	
FOLLOW UP ORDER REMEDY APPERANCE TICKE	INSPECTION NOTICE OTHER	NEW NEW	LETTER			
INSPECTION INSPECTOR COMPLAINT JIM WELCH COMPLAINT JIM WELCH	H C	REQUESTED SCHEDULED 12/02/20 12/02/20	ULED /20	RESULTS	FEE AMOUNT .00	
COMPLAINT/VIOLATION TOTALS					00.	
2104 16 ROBINSON TERR			MORSE RENTA	MORSE RENTAL PROPERTIES LLC		11/30/2020
VIOLATION	SEVERITY	AREA	00	COMPLY BY COMPLIED		Daved C
GARBAGE UNCONTAINED GARBAGE AT PROPERTY	. LOOSE GAR	BAGE BEING BLOWN ACROSS	ACROSS STREET.	HAS BEEN	A PROBLEM FOR ABOUT A MONTH NOW.	2
STEPS INITIAL INSPECT NOTICE REINSPECT ORDER PICK UP	ACTION TYPE INSPECTION NOTICE INSPECTION OTHER	STATUS NEW NEW NEW	NOTICE	SCHEDULED STARTED 12/01/20	COMPLETED	
INSPECTION INSPECTOR COMPLAINT NICK WALKER COMPLAINT NICK WALKER	щ	REQUESTED SCHEDULED 12/01/20 12/01/20	ULED /20	RESULTS	FEE AMOUNT .00 .00	
COMPLAINT/VIOLATION TOTALS					00.	
2105 21 DURAND ST			RACETTE PRO	PROPERTIES LLC		11/30/2020
VIOLATION DEODEDTY MAINTENANCE	SEVERITY	AREA		COMPLY BY COMPLIED	•	NAVS OPEN
R FOUN	D AFTER 3 DAYS IMMOBILE PROPERLY. ODOR IS COMI	IN BED.	TRESS IS NOW C O UPSTAIRS APA	MATTRESS IS NOW OUTSIDE UNCLEAN AND SMI H TO UPSTAIRS APARTMENT.	SMELLS. CONCERNED APARTMENT BE	ARTMENT BE
STEPS INITIAL INSPECT NOTICE	ACTION TYPE INSPECTION NOTICE	STATUS NEW NEW	NOTICE	SCHEDULED STARTED 12/02/20	COMPLETED	
FOLLOW UP ORDER REMEDY APPERANCE TICKE	INSPECTION NOTICE OTHER	NEW NEW NEW	LETTER			



12/02/2020 11:28 14271bee	CITY OF PLATTSBURGH LIVE COMPLAINTS/VIOLATIONS REPORT	VE REPORT		P 3 picvirpt
DEPARTMENT: Building Inspector				REPORTING PERIOD: 11/24/20 TO 12/01/20
REFERENCE LOCATION CASE COMPLAINT/VIOLATION	COMMENT	AREA RESPONSIBLE PARTY SOURCE SEVERITY	RTY	COMPLIED
INSPECTION INSPECTOR COMPLAINT COMPLAINT	REQUESTED 12/02/20	SCHEDULED 12/02/20	RESULTS	FEE AMOUNT .00 .00
COMPLAINT/VIOLATION TOTALS				00.
DEPARTMENT TOTALS COMPLAINT/VIOLATION ACTIVITY 11/24/20-12/01/20	1/24/20-12/01/20:	3 COMPLAINTS/VIOLATIONS 3 CREATED	NS	00.
REPORT TOTALS COMPLAINT/VIOLATION ACTIVITY 11/24/20-12/01/20	1/24/20-12/01/20:	3 COMPLAINTS/VIOLATIONS 3 CREATED	SN	00.

** END OF REPORT - Generated by Lisa Beebie **

SITE AGREEMENT

This Agreement made and entered into between MLFLW, LLC, with offices at 30 Gamble Lane, Benton, KY 42025, hereinafter referred to as "Company" and City of Plattsburgh, 41 City Hall Place, Plattsburgh, NY 12901, and Adirondack Coast Visitors Bureau, 7061 Route 9, Plattsburgh, NY 12901, hereinafter referred to as "CP/ACVB."

WHEREAS, Company promotes and markets regional and national fishing tournaments; WHEREAS, CP/ACVB desires to host a Toyota Series qualifying event ("EVENT") taking place July 15-17, 2021, on Lake Champlain.

WHEREAS, Company and CP/ACVB agree that all prior agreements and understanding with respect to the subject matter of this Agreement are hereby canceled;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

For EVENT, takeoff and weigh-in activities July 15-17, 2021 will be conducted lakeside at Plattsburgh City Marina, 5 Dock Street, Plattsburgh, NY 12901. The tournament director reserves the right to change the location of the Day 3 weigh-in for EVENT to a CP/ACVB agreed upon location.

TERM. This Agreement shall be effective from the date of signature through July 18, 2021. ("Term").

1. COMPANY RESPONSIBILITIES.

- **a.** Magazine: Company will provide CP/ACVB with the following:
 - i. One (1) half-page, four color ad in *Bass Fishing* magazine; ad is to run during CY 2021. Ad and artwork to be provided by CP/ACVB, deadline dates and mechanical requirements apply;
 - ii. Editorial coverage of Events.
- **b.** Internet: On Company's website, the following will be provided:
 - i. Editorial coverage of Events;
 - ii. Continual mention and exposure for Lake Champlain and Plattsburgh, NY.
- **<u>c.</u> Public Relations:** Company will provide the following via public relations:
 - Event location mention in the pre-season press kits distributed to daily and targeted weekly newspapers as well as to national radio and television stations;
 - ii. Event location mention in pre-and post-Event coverage including, but not limited to press releases sent to national daily and weekly newspapers, press release sent to national broadcast media via PR Newswire (or comparable wire service) and other national newswires including the Associated Press and Reuters:
 - iii. Inclusion in local advertising and promotion surrounding Events when applicable;
 - iv. When possible, site mention during television and radio interviews arranged by Company;
 - v. Plattsburgh, NY will be recognized as the official site of Event;
 - vi. Lake Champlain will be recognized as the official host fishery of Event;
 - vii. CP/ACVB will be recognized as the official host organizations of Event.
- d. Insurance: Company will provide the following insurance:
 - i. Company will provide CP/ACVB with evidence that it has caused to be written with an insurance company a Comprehensive public liability and property damage insurance policy for bodily and personal injury, death or property damage occurring during Event in an amount with limits for each occurrence that is not less than \$1,000,000.00 combined single limit, covering the period of Event specified above.

2. <u>CP/ACVB RESPONSIBILITES.</u>

- a. Consideration: ACVB agrees to pay cash consideration to Company in the amount of Twenty Thousand Dollars (\$20,000) for EVENT due in full on or before June 15, 2021.
- **<u>b.</u> In-Kind Services:** CP/ACVB agrees to provide the following services at no charge to Company:
 - 1. Registration: CP/ACVB will provide Company a registration and pretournament meeting location, with seating for four hundred fifty (450), at Crete Memorial Civic Center, 4 Beach Road (Highway 9), Plattsburgh, NY 12901, available from 9am-7pm on Wednesday, July 14, 2021.
 - 2. Plattsburgh City Marina: CP/ACVB will provide the following for Event activities:

- a. Use of Plattsburgh City Marina, Dock Street Landing and docks for setup, takeoff and weigh-in activities. This includes any ramp fees, parking fees or day-use fees applicable, and any city or county permits needed for Event.
- 3. Lakeside Security: ACVB will provide lakeside security for the Trailer/Equipment for EVENT at Lake Champlain from 6 p.m. to 6 a.m. each day of the EVENT beginning on Wednesday, July 14, 2021.
- **4. Advertisement:** ACVB will assist in securing advertisement space/time for the EVENT on radio, television, print, and billboards. Company will provide commercials/artwork.
- **5. Permits:** CP/ACVB will assist Company with acquiring any permits necessary for holding EVENT.
- 6. Tournament Liaison: ACVB will serve as Company's local liaison during the planning stages and event dates. ACVB will also assist in the coordination of launch sites, media, volunteers, and other vital services on behalf of Company.
- 3. CONFIDENTIALITY. It is anticipated that both parties will want to publicize the fact that Company will hold Event in Plattsburgh, NY, on Lake Champlain, however, Company and CP/ACVB agree to hold in strict confidence all information relating to this Agreement and/or CP/ACVB or Company's business supplied in connection herewith which is received by either CP/ACVB or Company from the other. CP/ACVB will not publicly announce tournament location prior to Company announcing its entire 2021 Toyota Series schedule. A violation of this section will constitute a breach of this Agreement.
- <u>4.</u> <u>SEVERABILITY</u>. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation shall not in any way be affected or impaired thereby.
- 5. NEGOTIATED TERMS. This Agreement has been the result of negotiations between the parties, and therefore the parties agree neither the Agreement nor portions of the Agreement's language are to be construed against any party as a drafter of the Agreement or any portions thereof.
- <u>6.</u> <u>ENTIRE AGREEMENT</u>. This instrument constitutes the entire Agreement between the parties concerning the subject matter herein. No other agreements, representations or promises or amendments shall apply unless made in writing and expressly made a part of this Agreement.
- 7. FORCE MAJEURE. If for any reason due through no fault or negligence of either part hereto so that either party is prevented (a "force majeure") to fill its obligations due to either an Act of God, including high, low or unsafe water conditions to host a fishing tournament, national emergency, governmental directive then either party may cancel this Agreement upon prompt written notice to the other party. In the case of a force majeure both parties are relieved of any obligations set forth hereunder and any payment made to Company will be refunded to ACVB.

AGREED	AGREED
Kathy Fennel MLFLW, LLC 30 Gamble Lane Benton, KY 42025	Colin Read City of Plattsburgh 41 City Hall Place Plattsburgh, NY 12901
By: Kathy Fennel	By:Colin Read
Title: Executive VP & General Manager	Title: Mayor of Plattsburgh, NY
Date:	Date:
	AGREED Kristy Kennedy Adirondack Coast Visitors Bureau PO Box 310 Plattsburgh, NY 12901
	By: Kristy Kennedy Title: Vice President of Marketing
	Data

HOST AGREEMENT

Agreement between MLFLW, LLC, with offices at 30 Gamble Lane, Benton, KY 42025, hereinafter referred to as "Company" and City of Plattsburgh and Adirondack Coast Visitors Bureau, hereinafter referred to as "CP/ACVB", for a Phoenix Bass Fishing League (BFL) tournament to be held 7/24/2021 on Lake Champlain.

Company agrees to provide:

- 1. Exposure in pre-season press information distributed nationwide to dailies and weeklies plus radio and television stations within the tournament's Designated Market Area (DMA).
- 2. Exposure in the extensive pre- and post-tournament coverage including:
 - a) Pre- and post-event press releases sent to daily and weekly newspapers in surrounding states when applicable.
 - b) Editorial coverage on the Company website.
- 3. A 3-column-inch, four-color, classified advertisement in *Bass Fishing* magazine. It is the responsibility of the host to provide the finished ad to *Bass Fishing* magazine per the guidelines listed in the Company's Advertisers Guide.

CP/ACVB agrees to provide:

- 1. A cash payment to Company in the amount of \$2,500 due and payable by June 24, 2021 (to be paid by Adirondack Coast Visitors Bureau).
- 2. A designated area for the weigh-in at the Plattsburgh City Marina at no cost to FLW. This includes any ramp fees, parking fees or usage fees applicable.

In the event that Company could not hold this fishing tournament on Lake Champlain due to extreme high or low water conditions, or other conditions that would prohibit a successful bass tournament, Company reserves the right to change the tournament location. If the tournament location is moved to a place other than Lake Champlain, CP/ACVB will no longer be responsible for the obligations of this contract.

Confidentiality. The information in this contract is confidential. It is to be evaluated solely and exclusively by the person/entity named below and is not to be reproduced, reprinted or distributed in any way without the prior written consent of Company. It is anticipated that both parties will want to publicize the fact that Company will hold this event, however, Company and CP/ACVB agree to hold in strict confidence all information relating to this Agreement and/or CP/ACVB's or Company's business supplied in connection herewith which is received by either CP/ACVB or Company from the other. CP/ACVB will not publicly announce tournament location prior to Company announcing its entire 2021 BFL schedule. A violation of this section will constitute a breach of this Agreement.

Severability. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation shall not in any way be affected or impaired thereby.

Negotiated Terms. This Agreement has been the result of negotiations between the parties, and therefore the parties agree neither the Agreement nor portions of the Agreement's language are to be construed against any party as a drafter of the Agreement or any portions thereof.

Entire Agreement. This instrument constitutes the entire Agreement between the parties concerning the subject matter herein. No other agreements, representations or promises or amendments shall apply unless made in writing and expressly made a part of this Agreement.

Force Majeure. If for any reason due through no fault or negligence of either part hereto so that either party is prevented (a "force majeure") to fill its obligations due to either an Act of God, including high, low or unsafe water conditions to conduct a fishing tournament, national emergency, governmental directive then either party may cancel this Agreement upon prompt written notice to the other party. In the case of a force majeure both parties are relieved of any obligations set forth hereunder and any payment made to Company will be refunded to CP/ACVB.

AGREED:	AGREED:
Bill Taylor FLW, LLC 30 Gamble Lane Benton, KY 42025	Colin Read City of Plattsburgh 41 City Hall Place Plattsburgh, NY 12901
By: Jaylor	By:
Title: Senior Director of Operations	Title: Mayor of Plattsburgh, NY
Date: <u>11/18/2020</u>	Date:
	AGREED Kristy Kennedy Adirondack Coast Visitors Bureau PO Box 310 Plattsburgh, NY 12901 By: Kristy Kennedy Title: Vice President of Marketing

Please return signed copy to: MLFLW, Attn: MLFLW Contract Department, 30 Gamble Lane, Benton, KY 42025 or email signed copy to Christy.Centofanti@flwfishing.com

Date: _____