CITY COUNCIL
MEETING AGENDA
July 19, 2018

Marc D. Tall, Mayor
Ronald J. Beauchamp, Mayor Pro Tem
Ralph B. Blasier, Council Member
Michael R. Satter, Council Member
Peggy O. Schumann, Council Member

Patrick S. Jordan, City Manager
Lisa M. Glish, 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 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 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, July 19, 2018, at 7:00 p.m.

CALL TO ORDER
ROLL CALL
INVOCATION/PLEDGE OF ALLEGIANCE – Pastor Patrick Bradway of New Life Assembly of God Church
APPROVAL/CORRECTION(S) TO MINUTES – Regular Meetings – July 5, 2018
APPROVAL/ADJUSTMENTS TO THE AGENDA
CONFLICT OF INTEREST DECLARATION(S)
BRIEF PUBLIC COMMENT(S)
PUBLIC HEARINGS

   Explanation: Administration is requesting the City Council amend Section 27-400 of the City Code of Ordinances, regarding Riding on sidewalks.

UNFINISHED BUSINESS
NEW BUSINESS

   Explanation: Administration is seeking Council approval to retain Payne and Dolan, Inc. of Gladstone, MI for the 2018/19 fiscal year paving projects. Administration is recommending Council approval of the proposed stated unit prices. This appropriation is included in the approved FY2018/19 budget.

   Explanation: Administration is seeking Council approval of an annual lease agreement between the City of Escanaba and the Community Action Agency for the Senior Center activities at the Catherine Bonifas Civic Center. Under the terms of the lease, the annual lease payment would remain the same.

Respectfully Submitted

Patrick S. Jordan
City Manager
OFFICIAL PROCEEDINGS
CITY COUNCIL
CITY OF ESCANABA, MICHIGAN
Regular Council Meeting
Thursday, July 5, 2018

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, Ralph B. Blasier, Peggy O. Schumann, Ronald J. Beauchamp, Ralph B. Blasier, and Michael R. Sattem.

Also Present: City Manager Patrick S. Jordan, City Attorney Ralph B.K. Peterson, City Clerk Lisa M. Glish, City Department Heads, media, and members of the public.

Clerk Glish led Council in the Pledge of Allegiance.

APPROVAL/CORRECTION(S) TO MINUTES

Blasier moved, Schumann seconded, to approve the Regular Meeting minute from June 21, 2108, as submitted.

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

Ayes: Blasier, Schumann, Tall
Nays: Sattem, Beauchamp

MOTION PASSED.

ADJUSTMENTS TO THE AGENDA

Tall stated that the Northern Michigan Child Advocacy Center was requesting to be placed on the agenda for approval of a Charitable Gaming Resolution.

Sattem moved, Blasier seconded, CARRIED UNANIMOUSLY, to approve the agenda as amended.

CONFLICT OF INTEREST DECLARATION

Schumann stated that she has been doing substantial work with the Child Advocacy Center on their “Amazing Race” event.

BRIEF PUBLIC COMMENT - None

PUBLIC HEARINGS - None

UNFINISHED BUSINESS - None
NEW BUSINESS

1. First Reading – Ordinance No. 1199 - Ordinance to amend Chapter 27, Article II, Section 27-400, of the City of Escanaba Code of Ordinances, Traffic and Motor Vehicles.

   Administration is recommending the Council amend Section 27-400 of the City Code of Ordinances, regarding Riding on sidewalks, and set July 19, 2018 as a public hearing and adoption of Ordinance No. 1199.

   NB-1 Blasier moved, Beauchamp seconded, to set July 19, 2018 as the second reading, public hearing and adoption of Ordinance No. 1199.

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

   Ayes: Blasier, Beauchamp, Sattem, Schumann, Tall
   Nays: None

   MOTION CARRIED.

2. Approval – Parking Lot Lease for Elmer’s County Market – Controller’s Office.

   Administration is recommending Council approval renewing the parking lot lease for an additional 10-year term, including the $500 per year lease fee.

   NB-2 Blasier moved, Sattem seconded, to renew the parking lot lease with Elmer’s County Market for an additional 10-year term, to include a $500 per year lease fee.

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

   Ayes: Blasier, Sattem, Schumann, Beauchamp, Tall
   Nays: None

   MOTION CARRIED.

3. Discussion – City Manager’s Contractual Moving Allowance.

   A discussion took place concerning the contractual moving allowance of current City Manager, Patrick Jordan.

   NB-3 Blasier moved, Beauchamp seconded, to allow the City Manager to spend up to $5,000 per his contract in any fashion for moving expenses.

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

   Ayes: Blasier, Beauchamp, Sattem, Schumann, Tall
   Nays: None
MOTION CARRIED.


The Northern Michigan Child Advocacy Center is seeking Council approval of a resolution that they be recognized as a nonprofit organization operating in the community for the purpose of obtaining a Charitable Gaming License from the State of Michigan. The Northern Michigan Child Advocacy Center will be conducting raffle fundraisers the upcoming year.

Kimberlee Rudden addressed the Council explaining that the Northern Michigan Child Advocacy Center is a new service in the Upper Peninsula that assist in physical and mental abuse cases involving children, where they have the ability to forensically interview children for legal purposes.

NB-4 Schumann moved, Sattem seconded, CARRIED UNANIMOUSLY, to resolve that Northern Michigan Child Advocacy Center, is hereby recognized as a nonprofit organization operating in the community for the purpose of obtaining a charitable gaming license from the State of Michigan.

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

Ayes: Sattem, Blasier, Beauchamp, Tall
Nays: None
Abstained: Schumann

RESOLUTION DECLARED ADOPTED.

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

Thomas Herthabese addressed the Council concerning the foliage outgrowth near the waterfront, and commented on how it should be cut back. Tall asked Jordan to contact the Public Works Department concerning this item.

ANNOUNCEMENTS

Tall stated that Rock the Dock starts on Friday (July 6th) at 5:00 p.m. and runs through the weekend.
City Council Minutes
July 5, 2018 – cont.

Jordan stated that he feels the Child Advocacy Center is a huge addition to the area.

Hearing no further public comment, the Council adjourned at 7:21 p.m.

Respectfully submitted

Lisa M. Glish
City Clerk

Approved:

Marc D. Tall, Mayor
ORDINANCE NO. 1199

AN ORDINANCE TO AMEND CHAPTER 27-
TRAFFIC AND MOTOR VEHICLES
ARTICLE II, SECTION 27-400

THE CITY OF ESCANABA ORDAINS:

CHAPTER I

ARTICLE II, UNIFORM TRAFFIC CODE

Division Six (6), Section 27-400

is hereby amended to read as follows:

Sec. 27-400. Riding on sidewalks.

a) When signs are erected on any sidewalk or street which prohibit the riding of bicycles thereon by any person, no person shall disobey such signs.

b) Whenever any person is riding a bicycle upon a sidewalk, such person shall yield the right-of-way to any pedestrian and shall give audible signal before overtaking and passing such pedestrians.

CHAPTER II
SAVINGS CLAUSE

If any section, subsection, sentence, clause or phrase of the within Ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional.

CHAPTER III
REPEALING CHAPTER

All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

CHAPTER IV
EFFECTIVE DATE

This Ordinance shall be in full force and effect ten (10) days after its passage and publication.

APPROVED: Ralph B.K. Peterson  
City Attorney

APPROVED: Marc D. Tall  
Mayor
ATTEST:

Lisa M. Glish,
City Clerk

I hereby certify that the above and foregoing Ordinance was duly passed and adopted at a meeting of the City Council held on July XX, 2018, and was published in the Daily Press, a newspaper of general circulation in the City of Escanaba on July XX, 2018.

Lisa M. Glish,
City Clerk
MEMORANDUM

July 10, 2018

TO: Patrick Jordan
INFO: Lisa Glish
FROM Bob Becotte
SUBJECT: Item for July 19, 2018, City Council meeting

Please place the following item on the July 19 City Council agenda:

**Approval of a contract with Payne & Dolan, Inc. for paving and resurfacing for unit prices as bid.**

On Tuesday June 19, 2018 the City of Escanaba opened sealed bids for the annual paving program. The notice appeared in the Daily Press and bid packages were sent to various firms. One (1) response was received. Below is the tabulation of bids.

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cold Milling HMA Surface</td>
<td>8,850</td>
<td>SYD</td>
<td>$3.00</td>
<td>$26,550.00</td>
</tr>
<tr>
<td>HMA, Base Crush and Shape</td>
<td>35,000</td>
<td>SYD</td>
<td>$1.85</td>
<td>$64,750.00</td>
</tr>
<tr>
<td>HMA, 4E3</td>
<td>4,700</td>
<td>TON</td>
<td>$84.25</td>
<td>$395,975.00</td>
</tr>
<tr>
<td>HMA, 5E3</td>
<td>2,700</td>
<td>TON</td>
<td>$91.50</td>
<td>$247,050.00</td>
</tr>
<tr>
<td>HMA, 5E3 High Stress</td>
<td>450</td>
<td></td>
<td>$115.00</td>
<td>$51,750.00</td>
</tr>
</tbody>
</table>

Estimated Total $786,075.00

Since quantities will vary depending on the extent of work to be done, bids are solicited on a unit cost basis. I would recommend approval of the bid of Payne & Dolan, Inc. for the unit prices as bid.

Subject to change, following are the streets we will be reconstructing/resurfacing this year:

**Major**

20th Avenue North – North 19th Street to Sheridan Road
Danforth Road – 19th Avenue North to North City Limit
3rd Avenue North – North Lincoln Road to North 30th Street
Ludington Street – 22nd Street to North Lincoln Road
8th Avenue South – Lakeshore Drive to South 10th Street
North 15th Street – Ludington Street to 1st Avenue North
South 15th Street – Ludington Street to 1st Avenue South
South 13th Street – Ludington Street to 1st Avenue South
18th Avenue South – Grand Avenue to South 21st Street
Local

North 23rd Street – 20th Avenue North to 23rd Avenue North
11th Avenue North – Sheridan Avenue to Stephenson Avenue
South 4th Street – Ogden Avenue to Lakeshore Drive
South 11th Street – 3rd Avenue South to 6th Avenue South

Also, 3rd Avenue North from Stephenson Avenue to North Lincoln Road will be resurfaced under a separate contract.

I will be unable to attend the Council meeting, but someone from my office will be there to answer any questions.
MEMORANDUM

July 11, 2018

TO: Patrick Jordan, City Manager
Lisa Glish, City Clerk
Escanaba City Council

FROM: Kim Peterson, Recreation Director

SUBJECT: Community Action Agency Lease Renewal
          Catherine Bonifas Civic Center
          September 1, 2018, to August 31, 2019

REQUEST FOR RENEWAL OF THE ANNUAL LEASE AGREEMENT BETWEEN THE CITY OF ESCANABA AND THE COMMUNITY ACTION AGENCY

Administration is seeking City Council approval of the annual lease agreement between the City of Escanaba and the Community Action Agency for their senior center activities. Space is leased at the Catherine Bonifas Civic Center.

The Recreation Advisory Board recommended City Council approval on Tuesday, July 10, 2018. No changes are being proposed from last year. In 2017 the utilities were raised from $225/month to $300/month.

Please find attached for your review the proposed lease.

ATTACHMENT
COMMUNITY ACTION AGENCY (CAA) LEASE
OF CATHERINE BONIFAS CIVIC CENTER
(September 1, 2018, through August 31, 2019)

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:

<table>
<thead>
<tr>
<th>Room</th>
<th>Notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Room 114</td>
<td>(24 hour notice)</td>
</tr>
<tr>
<td>Room 115</td>
<td>(24 hour notice)</td>
</tr>
<tr>
<td>Game Room</td>
<td>(24 hour notice)</td>
</tr>
<tr>
<td>Gymnasium</td>
<td>(24 hour notice)</td>
</tr>
<tr>
<td>Room 121</td>
<td>(24 hour notice)</td>
</tr>
<tr>
<td>Main Room</td>
<td>(24 hour notice)</td>
</tr>
</tbody>
</table>

C. 1. CAA and/or Senior Citizens use of building facilities, other than the l.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 Three Hundred Dollars ($300) payable to the City of Escanaba in payment for utility 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, 2018, and terminating on August 31, 2019.

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 ________________, 2018.

In the Presence of:              CITY OF ESCANABA, Lessor

By: ____________________________
    Marc D. Tall, Its Mayor

By: ____________________________
    Lisa Glish, Its City Clerk

DELTA-MENOMINEE-SCHOOLCRAFT
COMMUNITY ACTION AGENCY,
Lessees

By: ____________________________
    Julie Moberg
    Its: Deputy Executive Director

By: ____________________________
    Sally Kidd
    Its: Program Director