CALL TO ORDER

ROLL CALL

INVOCATION/PLEDGE OF ALLEGIANCE – Pastor Chris Johnson from Christ the King Lutheran Church

APPROVAL/CORRECTION(S) TO MINUTES – Regular Meeting – August 2, 2018 and Special Meeting – August 8, 2018

APPROVAL/ADJUSTMENTS TO THE AGENDA

CONFLICT OF INTEREST DECLARATION(S)

BRIEF PUBLIC COMMENT(S)

PUBLIC HEARINGS

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval – Outdoor Seating – 1223 Ludington Street (a.k.a. Catmando’s).
   Explanation: Curt Spaulding, Owner of Catmando’s, is requesting approval of an Outdoor Seating Application.

2. Approval – Use of Public Space – North 18th Street between 12th and 13th Avenues North – Christ the King Church.
   Explanation: Christ the King Lutheran Church is seeking approval to close North 18th Street between 12th and 13th Avenues North on Sunday, September 9, 2018 from 11:30 AM until 3:30 PM for their annual Christ the King Rally Day Festival. Administration is recommending approval provided the following conditions are met: 1.) Proper insurance is 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 sponsors pay for any overtime labor costs that may be incurred.

   Explanation: Administration is requesting approval to purchase twenty-eight (28) hand held VHF Motorola Radios at a cost of $16,156 from Quayle Comm of Champion, MI. Money for this purchase was not budgeted in the 2018/2019 FY Budget; the funds to purchase the radios will come from the forfeiture account ($14,425) and the Sex Offender Registration account ($1,731).

   Explanation: Administration is seeking Council consent to accept the following amounts for Water Meter Purchases. All money is available and allotted to conduct these purchases within the 2018/2019 fiscal year budget:

   a. Eleven-hundred (1100) Itron 100W pit style ERT’s from Core and Main of Kentwood, MI at a cost not to exceed $79,200.

   b. Up to an estimated seven-hundred (700) Hersey composite water meters of various sizes from Muelle Systems, LLC of Cleveland, NC at a cost not to exceed $60,000.

   c. Up to an estimated seven-hundred (700) Master Meter BLMJ water meters of various sizes from Core and Main of Kentwood, MI at a cost not to exceed $60,000.
   Explanation: Administration is requesting to hire Ferguson Waterworks of Appleton, WI at a cost not to exceed $12,975 to conduct the leak detection per the specifications within the Leak Detection RFP Package.

Respectfully Submitted

Patrick S. Jordan
City Manager
OFFICIAL PROCEEDINGS
CITY COUNCIL
CITY OF ESCANABA, MICHIGAN
Regular Council Meeting
Thursday, August 2, 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 Jordan, City Attorney Ralph B.K. Peterson, City Clerk Lisa M. Glish, City Department Heads, media, and members of the public.

Pastor Chris Johnson of Christ the King Lutheran Church, gave the invocation and led Council in the Pledge of Allegiance.

APPROVAL/CORRECTION(S) TO MINUTES

Sattem moved, Blasier seconded, CARRIED UNANIMOUSLY, to approve the Regular Meeting minutes from July 19, 2108, as submitted.

ADJUSTMENTS TO THE AGENDA

Schumann moved, Sattem seconded, CARRIED UNANIMOUSLY, to approve the agenda for August 2, 2018 as submitted.

CONFLICT OF INTEREST DECLARATION – None.

Marc Tall reviewed the Council’s Rules of Procedure by stating comments made during “Brief Public Comment” are limited to two (2) minutes, comments made during a “Public Hearing” are limited to five (5) minutes, and comments made during “General Public Comment” are limited to three (3) minutes.

BRIEF PUBLIC COMMENT – None.

PUBLIC HEARINGS – None.

UNFINISHED BUSINESS


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.
City Council Minutes
August 2, 2018 – cont.

UB-1 After Council discussion, Blasier moved, Sattem seconded, to award to 2018/19 Street Paving Contract to Payne and Dolan, Inc. of Gladstone, MI at the proposed stated unit prices.

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

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

MOTION CARRIED.

NEW BUSINESS

1. Approval – Use of Public Space – Soccer Field Area inside of Ludington Park – Bay de Noc Brewers.

The Bay de Noc Brewers sought approval to use the Soccer Field Area inside of Ludington Street from Thursday, October 11, 2018 at 12:00 Noon through Monday, October 13, 2018 at 12:00 Noon for their annual Uptoberfest event (event would take place on Saturday, October 13, 2018 from 2:00 p.m. until 7:00 p.m.). Administration is recommending approval provided the following conditions are met: 1.) Proper insurance is 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 sponsors pay for any overtime labor costs that may be incurred.

NB-1 After discussion, Blasier moved, Schumann seconded, Sattem abstained, CARRIED UNANIMOUSLY, to allow the Bay de Noc Brewers use of the Soccer Field Area inside of Ludington Park for their annual Uptoberfest event starting Thursday, October 11, 2018 at 12:00 Noon through Monday, October 13, 2018 at 12:00 Noon.


Chris Cooper, Owner of Mo’s Pub, requested approval of an Outdoor Seating Application.

NB-2 Schumann moved, Blasier seconded, CARRIED UNANIOUSLY, to approve the Outdoor Seating Application for 2116 Ludington Street (a.k.a. Mo’s Pub).


Administration is requested approval to purchase two (2) Ford Police Explorers at a cost of $28,382 each from Riverside Ford in Escanaba. Money for this purchase was budgeted in the 2018/2019 FY Budget.
City Council Minutes
August 2, 2018 – cont.

NB-3 Sattem moved, Schumann seconded, to approve the purchase of two (2) Ford Police Explorers from Riverside Ford of Escanaba, MI at the cost of $28,382 each.

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

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

MOTION CARRIED.


The Michigan Municipal League (MML) is requesting the City of Escanaba designate a Voting Delegate and alternate that will be attending the MML Annual Convention in Grand Rapids, September 20-22, 2018; this delegate will serve as the official representative for the City and will cast the vote of the municipality at the Annual Meeting.

Both Mayor Tall and Council Member Schumann stated they plan on attending the MML Annual Convention.

NB-4a Blasier moved, Beauchamp seconded, to appoint Mayor Marc Tall as the official Voting Delegate for City of Escanaba for the 2018 MML Annual Convention.

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

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

MOTION CARRIED.

NB-4b Blasier moved, Beauchamp seconded, to appoint Council Member Peggy Schumann as the alternate Voting Delegate for City of Escanaba for the 2018 MML Annual Convention.

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

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

MOTION CARRIED.

5. Presentation – Emma Cook from Enbridge.

Emma Cook and Brian Vanoss of Enbridge presented a 15-minute presentation to all in attendance concerning the quantity, quality and safety features in place of the Enbridge pipeline.
For the consideration of everyone in attendance of the meeting, Mayor Tall moved the items of Appointments, Commission and Committee Reports, and General Public Comment to take place prior to Council Agenda Items #6 and #7.

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

**BOARD, COMMISSION, AND COMMITTEE REPORTS** – None

**GENERAL PUBLIC COMMENT**

Jim Berthiaume, citizen, explained his opposition of the City Clerk hiring process that occurred, resulting in the hiring of candidate Lisa Glish over candidate Tammy Weissert.

Todd Belenger, citizen, explained his opposition of the City Clerk hiring process that occurred also, and thanked for Jim Berthiaume for his support in the issue.

Fred Mathia, citizen, commended the City Council for hiring Lisa Glish as the City Clerk.

**ANNOUNCEMENTS**

Blasier stated that there will be an event called “Fly Ball” taking place that weeknd in the Miracle of Life building at the Fairgrounds.

Sattem stated that Rock the Dock and Art in the Park will be taking place over the weekend at Ludington Park.

Schumann stated that the sidewalk sales, car show and Marina Fest were all huge successes in downtown Escanaba over the past weekend. Schumann then rebutted to the Letter to the Editor written by Jim Berthiaume that appeared in the July 19, 2018 edition of the Daily Press.

6. Closed Session – Consult with Legal Counsel

Administration is seeking to go into Closed Session to consult with Legal Counsel concerning the Dark Store issue.

Beauchamp moved, Blasier seconded, to go into Closed Session.

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

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

**MOTION CARRIED.**

The time was 7:50 p.m.
Blasier moved, Sattem seconded, to come back into open session.

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

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

**MOTION CARRIED.**

The time was 8:11 p.m.

No Council Actions were made while in Closed Session.

7. **City Manager One-Year Performance Evaluation.**

The City Manager, Patrick Jordan, requested that his one-year performance evaluation be conducted during Closed Session.

Blasier moved, Beauchamp seconded, to go into Closed Session.

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

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

**MOTION CARRIED.**

The time was 8:12 p.m.

Blasier moved, Beauchamp seconded, to come back into open session.

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

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

**MOTION CARRIED.**

The time was 8:58 p.m.

No Council Actions were made while in Closed Session.

**NB-7** Beauchamp moved, Blasier seconded, **CARRIED UNANIMOUSLY**, that the City Manager, Patrick Jordan, received a satisfactory review and his probationary employment period is now complete.

Hearing no further public comment, the Council adjourned at 9:01 p.m.
Respectfully submitted

Lisa M. Glish
City Clerk

Approved:  

Marc D. Tall, Mayor
Pursuant to a special meeting notice posted July 30, 2018, the meeting was called to order by the Honorable Mayor Marc D. Tall at 9:00 a.m. in the Council Chambers of City Hall located at 410 Ludington Street.

Present: Mayor Marc D. Tall, Council Members, Ronald J. Beauchamp, Ralph B. Blasier, Michael R. Sattem, and Peggy O'Connell Schumann.

Also Present: City Manager Patrick S. Jordan, City Controller Melissa Becotte, City Treasurer/Human Resources Director Robert Valentine, City Clerk Lisa Glish, Terra Langham of MERS, media, and members of the public.

CONFLICT OF INTEREST DECLARATION — None

BRIEF PUBLIC COMMENT — None

UNFINISHED BUSINESS — None

PUBLIC HEARINGS - None

NEW BUSINESS

1. Discussion — Current Status of MERS Pension Plan.

Terra Langham of MERS presented to the Council the City’s current funding status for the Defined Benefit Pension Plan. She went onto explain that for PA202 a 60% funding level is required to not be classified as “unfunded”, she then stated that the City is currently at 58%.

She then explained the options that could take place to address the underfunded status which could be:

- Making a one-time lump sum payment.
- Additional monthly contributions.
- “Bridging” benefits for current employees the plan.
- Bonding employee contributions.

Beauchamp suggested the City Council hold a Public Hearing concerning this topic at an upcoming City Council Meeting.

After discussion, it was decided to have this item be added to the September 6, 2018 City Council Agenda as a Public Hearing.
City Council Minutes
August 8, 2018 – cont.

GENERAL PUBLIC COMMENT

Schumann stated that Muscle on Main will be taking place that evening starting at 5:30 p.m.

Hearing no further public comment, the Council adjourned at 10:02 a.m.

Respectfully submitted,

Lisa M. Glish
City Clerk

Approved: ____________________________

Marc D. Tall, Mayor
MEMO

TO: Patrick Jordan, City Manager

FROM: Blaine DeGrave, Planning & Zoning Administrator

DATE: August 6, 2018

RE: Outside Seating Application — Catmando's (1223 Ludington Street)

As stated on the Policy and Procedures of the City of Escanaba (Chapter 3.5 Alcoholic Beverages of the Code of Ordinances, Chapter 24 Streets, Sidewalks and Other Public Places of the Code of Ordinances and Appendix A. Zoning of the Code of Ordinances, Paragraph (4) Use of the City Sidewalk Frontage Zone (C) Outdoor Dining-Food Service and/or Alcoholic Beverage Service) outside seating is required to be approved by the City Council.

Mr. Curt Spaulding therefore is requesting to be placed on the August 16th agenda so that he may present his request and ask for approval for Outdoor Seating on the public sidewalk.
# OUTDOOR SEATING APPLICATION

## BUSINESS OWNER/APPLICANT INFORMATION

<table>
<thead>
<tr>
<th>Business Name</th>
<th>Contact Person</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Catmandos</td>
<td>Curt Spaulding</td>
<td>786-9757 or 734-502-5263</td>
<td><a href="mailto:catmandos@yahoo.com">catmandos@yahoo.com</a></td>
</tr>
</tbody>
</table>

## BUILDING OWNER INFORMATION

<table>
<thead>
<tr>
<th>Name of Owner</th>
<th>Address</th>
<th>City, State, ZIP</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Same</td>
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## OUTDOOR SEATING PLAN INFORMATION

- **Seating Area Total Sq. Ft.:** 300
- **Seating Area Dimensions:** 12' x 24'

List all equipment to be used (# of tables, chairs, umbrellas, railings, posts, etc.):

- 6 Tables
- 18 Chairs
- See attached Menards Estimate

**Please provide a sketch of seating area equipment, building façade, sidewalk, street location, etc. on the next page.**

- See attached

**Hours of Operation:**
- M-S: 11:00am - 2:00am
- Sun: 12am - 2:00am

Will equipment be left out overnight? Yes No

Will alcohol be served in the outdoor seating area? Yes No

Applicant Name: Curt Spaulding

Applicant Signature: [Signature]

Date: 7/3/18

## PUBLIC SAFETY DEPT.

<table>
<thead>
<tr>
<th>Approval/Denial</th>
<th>Decision by</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approved</td>
<td>Per Rob Lamarche via email 8-10-18</td>
<td></td>
</tr>
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</table>

Comments: Approved contingent on submission of full liquor license.

## DDA

<table>
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<th>Approval/Denial</th>
<th>Decision by</th>
<th>Date</th>
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<tbody>
<tr>
<td>Approved</td>
<td>Per Ed Leguitt via email 7-26-18</td>
<td></td>
</tr>
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Comments: [Space for comments]

## CITY COUNCIL

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<tr>
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<th>Decision by</th>
<th>Date</th>
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<tbody>
<tr>
<td>Approved</td>
<td></td>
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</tbody>
</table>

Comments: [Space for comments]
**SKU NUMBER** | **DESCRIPTION** | **QTY TO ORDER** | **ADDITIONAL ITEM INFORMATION**
--- | --- | --- | ---
171-7211 | 6' ALUM HARD RAIL KIT-WHT RAILBLAZER 10110 | 10 EACH | ON SALE THRU 07/04/18
171-7283 | 6' ALUM PICKET KIT-WHT RAILBLAZER 14210 | 10 EACH | ON SALE THRU 07/04/18
171-7210 | 42' ALUM HDR POST-WHT RAILBLAZER 10000 | 2 EACH | ON SALE THRU 07/04/18
171-7214 | 42' ALUM CORNER POST-WHT RAILBLAZER 16020 | 2 EACH | ON SALE THRU 07/04/18
171-7222 | 42' ALUM LINE POST-WHT RAILBLAZER 16010 | 7 EACH | ON SALE THRU 07/04/18
232-3604 | 5/16 LONG Lag SHIELD 16P2530 | 3 EACH | ON SALE THRU 07/04/18

The prices are subject to change and availability of materials. Menards is not responsible for any errors in the information on this estimate, including but not limited to quantity, dimensions, and quality. Please examine this estimate carefully. Menards makes no representations, oral or written, or otherwise that the materials listed are suitable for any purpose being considered by the guest. Because of wide variations in color, there are no representations that the materials listed herein meet your code requirements.
Outdoor Service Permanent Permission Application

(Approved by R 436.1419)

**Part 1 - Applicant/Licensee Information**

Individuals, please state your legal name. Corporations or Limited Liability Companies, please state your name as it is filed with the State of Michigan Corporation Division.

Applicant/Licensee name(s): Spaulding Enterprises; DBA: Catmando's

Address: 1223 Ludington Street

City: Escanaba Zip Code: 49829

City/township/village: Escanaba County: Delta

Contact Name: Curt Spaulding Phone: (906) 786-9757 6f 734 902-5863 Email: catmandos@yahoo.com

**Part 2 - Outdoor Service Area Information**

1. Is the proposed outdoor service area in a different city, village, or township than listed above? ☑ Yes ☐ No

If Yes, in what city, village or township will the proposed outdoor service area be located?

2. Is the proposed outdoor service area and the present licensed premises interrupted by a dedicated street or road? ☐ Yes ☑ No

3. If you have an existing outdoor service area, are you requesting an additional, separate outdoor service area? ☑ Yes ☐ No

4. Are you requesting to enlarge or decrease the size of an existing outdoor service area? ☑ Yes ☐ No

5. Is the proposed area around or near a body of water, a sporting venue, or activities (i.e. horseshoes, volleyball, softball, etc)? ☑ Yes ☐ No

6. Is the proposed outdoor service area a balcony or located on a rooftop? ☑ Yes ☐ No

If you answered Yes to any of the questions above, please explain:

N/A

**Part 3 - Outdoor Service Area Measurements**

1. What is the distance (in feet) between the proposed outdoor service area and the licensed premises? (Measurements must be exact)

   The service area will be the front part of the side building measuring 12' x 24' (see attached map)

2. What are the dimensions of the proposed outdoor service area? (Measurements must be exact)

   Width: 12' X Length: 24' = Square Footage: 288

**Part 4 - Diagram of Outdoor Service Area**

Attach a scaled diagram showing the measurements of the area proposed for outdoor service. Clearly show the current licensed establishment, the area proposed for outdoor service licensing, and any intervening property. Measurements should not be estimated. Include ingress/egress of the area on the diagram as well as the type and height of barrier(s).

**WARNING**

Failure to provide accurate measurements of your area will delay your application. It is the applicant's responsibility to provide accurate dimensions of the outdoor service area to ensure timely processing of this request.
**Part 5 - Control of the Outdoor Service Area**

1. Describe the type and height of the barrier that will be used to clearly delineate the outdoor service area and how the outdoor service area will be well-defined and clearly marked (requirements by the local unit of government should be followed):

There will be a 42" High aluminum picket railing clearly defining the outdoor service area (288 sq. ft. measuring 12' x 24' adjacent to 1223 10th Street, Escanaba, MI 49829). The area will be constantly monitored by employees, owners and an outdoor security camera with monitor in bar area.

2. Is there any intervening property?
   - Attach supporting documentation to show that the licensee owns or has control of the area proposed for outdoor service. (e.g. Lease Agreement, Warranty Deed, Municipal Permission)
   - Outdoor service areas located on municipal property must be accompanied with a document from the municipality providing permission to utilize the municipally owned property.

**Part 6 - Outdoor Service Use**

1. Is the proposed outdoor service area to be a golf course?
   - Yes ☑ No ❌

   If Yes, indicate the number of acres and number of holes:
   N/A

   **Note:** Roving golf carts are considered added bars and require an additional bar. Stationary golf carts may be added bars or service bars.

2. Will there be an added bar? If you do not have an available Additional Bar permit, you must apply for one separately using the Retail Licensing & Permit Application (LC-130) and pay the appropriate permit fees. Only Class C and B-Hotel licenses are required to obtain Additional Bar permits in order to have additional bars on the premises.
   - Yes ☑ No ❌

   If Yes, indicate the number of bars and where they will be used:
   N/A

3. Explain any uses for proposed outdoor service area other than food and beverage sales:
   The primary use will be for food and beverage

4. Explain how the proposed outdoor service area will be secured and monitored to prevent sales of alcohol to minors and visibly intoxicated persons AND how alcohol will be prevented from being removed from the proposed outdoor service area by customers:
   The service area will be well defined by the barrier containing the patrons to with-in said area. It will also be well monitored by employees, owner and outdoor security camera that can be viewed by a monitor inside the bar.

**Part 7 - Signature of Applicant/Licensee**

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcement officials who have jurisdiction over the licensee. Approval of this permit by the Michigan Liquor Control Commission does not waive any of these requirements. The licensee must obtain all other required state and local licenses, permits, and approvals for this business before using this license for the sale of alcoholic liquor on the licensed premises.

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing false or fraudulent information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

Name of Applicant/Licensee & Title: [Signature]
Signature of Applicant/Licensee: [Signature]
Date: 7/3/18

Please return this completed form along with corresponding documents to:
Michigan Liquor Control Commission
Mailing address: P.O. Box 30005, Lansing, MI 48909
Hand deliveries or overnight packages: Constitution Hall - 523 W. Allegan, Lansing, MI 48933
Fax to: 517-755-0069

LCG 264 (08/18) IARA is an equal opportunity employer. Program, services, and other reasonable accommodations are available upon request to individuals with disabilities.
I don’t have any issues with it as long as it's well regulated by the business, passes the Council and Liquor Control.

---Original Message---
From: "Roxanne Spencer" <rspencer@escanaba.org>
To: "Robert LaMarche" <rlamarche@escanaba.org >, "Ed LeGault" <olegault.dda@escanaba.org>
Date: Thu, 05 Jul 2018 12:24:59 -0400
Subject: FOR APPROVAL - Outdoor Seating Application - Catmando's

Good afternoon,

Catmando's is looking for permission for having some outdoor seating. It would appear that we did not have a formal application in place for this type of request, although there is a Sidewalk Use Regulations Policy from 2011 that outlines all the expectations of one. I put together a basic application earlier this week as a starting point to get the process started for Catmando's request, with the intent of revising the application to reflect the stated policy better in the future, and also based on your feedback.

Please review the attached file with two perspectives:
1) Approval/denial/comments with regard to this specific application
2) Feedback on the application in general

Penciling approval status from both of you, the application would then be sent for City Council review via the City Manager.

Thanks!
Roxanne
Approved based on the changes.

Ed

-----Original Message-----
From: "Roxanne Spencer" <rspencer@escanaba.org>
To: "Robert LaMarche" <rlamarche@escanaba.org>, "Ed LeGault" <elegault.dda@escanaba.org>
Date: Thu, 26 Jul 2018 13:12:10 -0400
Subject: FOR APPROVAL - Outdoor Seating Application - Catmando's (REVISED)

Good afternoon,

Attached is the revised Outdoor Seating Application for Catmando's at 1223 Ludington Street. The only change from the previous application is on page 2 where the corner of the barrier area has been rounded. Please let me know of your approval/denial and any comments you wish to have appear on the application. Thanks!

Roxanne
Sounds good and I am good with the added changes. Once approved by council he will have to submit the full liquor license for me to sign.

Thanks

Director Robert LaMarche
Escanaba Department of Public Safety
1900 3rd Ave North
Escanaba, MI 49829

-----Original Message-----
From: "Roxanne Spencer" <rspencer@escanaba.org>
To: "Robert LaMarche" <rlamarche@escanaba.org>
Date: Mon, 06 Aug 2018 13:58:45 -0400
Subject: Re: Fwd: Re: FOR APPROVAL - Outdoor Seating Application - Catmando's

After the original submission which you approved on July 9, there was a re-submission on July 26 with the seating area rounded off (instead of squared). The revised application was attached to that email, as well as the reminder I sent this morning. It was a small change to the layout, but I wanted to make sure you were still in approval of it and had a chance to add any comments you had before we submit it to City Council.

-----Original Message-----
From: "Robert LaMarche" <rlamarche@escanaba.org>
To: "Roxanne Spencer" <rspencer@escanaba.org>
Date: Mon, 06 Aug 2018 13:30:57 -0400
Subject: Fwd: Re: FOR APPROVAL - Outdoor Seating Application - Catmando's

Roxanne

Here is the reply I sent regarding Catmando's on July 9th. Is there a another or different one that needs approval?

Thanks

Director Robert LaMarche
Escanaba Department of Public Safety
1900 3rd Ave North
Escanaba, MI 49829

-----Original Message-----
From: "Robert LaMarche" <rlamarche@escanaba.org>
To: "Roxanne Spencer" <rspencer@escanaba.org>, "Ed LeGault" <elegault.dda@escanaba.org>
Date: Mon, 09 Jul 2018 13:08:00 -0400
Subject: Re: FOR APPROVAL - Outdoor Seating Application - Catmando's

I don't have any issues with it as long as it's well regulated by the business, passes the Council and Liquor Control.

Director Robert LaMarche
Escanaba Department of Public Safety
1900 3rd Ave North
Escanaba, MI 49829

-----Original Message-----
From: "Roxanne Spencer" <rspencer@escanaba.org>
To: "Robert LaMarche" <rlamarche@escanaba.org>, "Ed LeGault" <elegault.dda@escanaba.org>
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Please review the attached file with two perspectives:
1) Approval/denial/comments with regard to this specific application
2) Feedback on the application in general

Pending approval status from both of you, the application would then be sent for City Council review via the City Manager.

Thanks!
Roxanne
CITY OF ESCANABA - SPECIAL EVENT APPLICATION
Festivals, Parades, Races, Walkathons, Temporary Road Closures

DATE(S) OF EVENT: ___________________________ Sunday, September 9th 2018
Day of Week, Month, Day, Year (Example: Saturday, October 29, 2016)

NAME OF EVENT: ___________________________ Christ the King Rally Day Festival

CONTACT INFORMATION: (Please print clearly – Incomplete applications may be delayed)
Organization: Christ the King Lutheran Church

Contact Person: Rev. Christopher Johnson Daytime Phone: 786-7400
Address: 1230 North 18th St. Evening Phone:
City, State Zip: Escanaba, MI 49829 E-mail: pastorchris.clk@gmail.com, c.lutheran@atl.net
Website: www.clk-escanaba.org Event Phone:
Charitable Org #: ___________________________ Fax: ___________________________
(if applicable)

Alternate Contact: Roland Jacobson - 786-7690
(It is recommended that an alternative Name and Phone 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 of Park: ___________________________
☐ Building/Facility Name/Area: ___________________________
☐ Road(s) Road Closure Required? ☐ Partial ☑ Full

DATE/TIME:

<table>
<thead>
<tr>
<th>EVENT TIME</th>
<th>Event Begins</th>
<th>Event Ends</th>
</tr>
</thead>
<tbody>
<tr>
<td>DATE:</td>
<td>September 9th, 2018</td>
<td>September 9th, 2018</td>
</tr>
<tr>
<td>TIME:</td>
<td>11:30 AM</td>
<td>3:00 PM</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SET-UP TIME</th>
<th>Set-up Start</th>
<th>Tear-down End</th>
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</thead>
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<tr>
<td>DATE:</td>
<td>September 9th, 2018</td>
<td>September 9th, 2018</td>
</tr>
<tr>
<td>TIME:</td>
<td>8:00 AM</td>
<td>3:30 PM</td>
</tr>
</tbody>
</table>

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: #________ 70
Bands: #________
Vehicles/Floats: #________
Volunteers: #________ 10
General Public: #________ 10

Wheelchair Accessible: ☑ Yes ☐ No

For events on City Property are you seeking approval to charge:
Admission: ☑ Yes ☐ No
Parking: ☑ Yes ☐ No

This event is: ☑ Open to the Public
☐ For Invited Guests Only

EVENT ELEMENTS: (Complete to ensure proper permits are processed)

Power Requirements: ☐ Yes ☐ No
Sound Amplification: ☐ Yes ☐ No
Access to power if possible: ☐ Yes ☐ No
Live Music: ☐ Yes ☐ No

Tents/Temp. Structures: ☐ Yes ☐ No
Amusement Rides: ☐ Yes ☐ No
Inflatable Structures: ☐ Yes ☐ No

Size of Tent(s): _______________________
Provider: ____________________________
Provider: Boston (still undecided)

FOOD AND BEVERAGE:

Will there be Food and Non-Alcoholic Beverages sold? ☑ Yes ☐ No (Continue to next page)

Food Stand locations:
☐ Indoor
☐ Outdoor
☐ Indoor and Outdoor

What types of food will the Food Stands be selling? (Check all that apply)

☐ Chicken / Seafood
☐ Soup / Chili
☐ Rice / Pasta Dishes
☐ Salad
☐ Soda / Chips / Candy
☐ Other Meats
☐ Hotdogs / Hamburgers
☐ Baked Goods
☐ Other Foods (Please list)

_________________________________________________________________
_________________________________________________________________
RESERVATION FEES: (Check applicable box(es))

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 (2 Hour Block) □ $50 (Resident)  □ $75 (Non-Resident)
Other Picnic or Gathering Area (Full Day) □ $35
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)
Lemerdand Field – Pavilion (1/2 Day) □ $75 (Resident)  □ $100 (Non-Resident)
Lemerdand Field – Pavilion (Full Day) □ $100 (Resident)  □ $125 (Non-Resident)
Lemerdand Field – Entire Complex (Full Day) □ $250

*** Half-Day Reservations Cut-off Time is 4:00PM. Half-day reservations can be made before or after 4:00PM.

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 closures 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 the City to consider, please outline them on a separate piece of 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 changed 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).

[Signature]
Event Organizer Signature

[Signature]
Chris Johnson
Print Name

07/31/2018
Date
TO: Patrick Jordan, Escanaba City Manager
FROM: Director Robert LaMarche
DATE: August 8, 2018
SUBJECT: Forfeiture funds request

I am requesting the purchase of 28 hand held VHF Motorola radios with backup batteries and speaker mics for the price of $16,156. This was not included in the 2018-2019 budget. To purchase the radios I would use $14,425 from the forfeiture account and $1,731 from the Sex Offender Registration fees. Our current handheld radios are seven years old and we have replaced 5 radios over the last year due to failure. With the addition of 28 new radios every officer would have an updated radio.

We received three quotes as required by our purchasing policy which I have attached. Quayle Comm came in with the lowest price.

Thank you,
Director Robert LaMarche
<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>QTY</th>
<th>RATE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Motorola XPR3500e VHF, Includes Charger, Antenna, Belt Clip, Battery, Dust Cover, 2 year warranty plus one year service from the start</td>
<td>28</td>
<td>439.00</td>
<td>12,292.00</td>
</tr>
<tr>
<td>Motorola XPR3500e Battery PMNN4406BR</td>
<td>28</td>
<td>59.00</td>
<td>1,652.00</td>
</tr>
<tr>
<td>Motorola Impress Noise cancelling remote speaker mic</td>
<td>28</td>
<td>79.00</td>
<td>2,212.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td><strong>$16,156.00</strong></td>
</tr>
</tbody>
</table>
New Website!
http://elcomsystems.net

QUOTE #: 5181832
DATE: 7/26/2018

TO: Escanaba Public Safety
Attr: Jamie Segorsky

Phone: 906-280-4339
Email: ksegorski@escanaba.org

FROM: Elcom Systems
Gene Meyers
808 Quinnesec
Iron Mountain, MI 49801
Phone: 906-774-1256
Fax: 906-774-6238
Email: gene@elcomsystems.net

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QUANTITY</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>EXTENDED PRICE</th>
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<tbody>
<tr>
<td>1</td>
<td>28</td>
<td>Motorola XPR3500e VHF 5 watt radios. Includes: 2100mAh Li-Ion battery, single unit charger, antenna, 2&quot; belt clip, dust cover, and 5 year warranty on repair and software upgrades.</td>
<td>$486.36</td>
<td>$13,618.08</td>
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<tr>
<td>2</td>
<td>28</td>
<td>PMMN 4071 remote speaker microphones</td>
<td>$62.04</td>
<td>$1,651.20</td>
</tr>
<tr>
<td>3</td>
<td>28</td>
<td>PMMN 4491 2100 Mah batteries</td>
<td>$78.20</td>
<td>$2,189.60</td>
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</table>

EQUIP TOTAL: $17,668.88
Plus Shipping TBD
Tax
TOTAL: $17,668.88

Actual shipping will be billed.

Note: The cost of 30 radios would be 466.31ea for a total of $13,989.30.

Quote is good for 30 days.

Thank you for the opportunity to provide this quotation...Get Connected, Get Elcom!
Billing Address: DELTA COUNTY 310 LUDINGTON ST ESCANABA, MI 49829 US

Customer:
DELTA COUNTY
Captain James Segorski jsegorski@escanaba.org +1.906.789.5100

<table>
<thead>
<tr>
<th>Line #</th>
<th>Item Number</th>
<th>Description</th>
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<tbody>
<tr>
<td>1</td>
<td>AAH02JDH9VA1AN</td>
<td>XPR 3500E 136-174 5W LKP CFS WIFI</td>
<td>2”</td>
<td>$22,530.00</td>
</tr>
<tr>
<td>2</td>
<td>PMMN4071A</td>
<td>MICROPHONE,IMPRES RSM LARGE 3.5 JACK NC</td>
<td>2”</td>
<td>$2,902.50</td>
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<tr>
<td>3</td>
<td>PMNN4491A</td>
<td>BATT IMPRES LIION IP68 2100T</td>
<td>2”</td>
<td>$3,000.00</td>
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</tbody>
</table>

Grand Total $27,256.80

Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment, services or license software (collectively "Products"). If the Underlying Agreement ends between Motorola and Customer, then Motorola's Standard Terms of Sale and Purchase Terms and Conditions govern the purchase of the Products.
Water Department Memo

To: Patrick Jordan, City Manager
From: Jeff Lampl, W & WW Supt.
Date: 8/8/18
Re: Water Meter Purchase

Patrick,

Insuring water meters are properly specified, ordered, and delivered correctly has been very painstaking and time consuming. It has taken strenuous effort & team work between the Water Department and Utility Billing to insure the meters we purchase, not only work with the handheld meter reading device and the Billing System software used at City Hall.

Purchasing the same type and configuration of meters as last year will make this process seamless. Doing this will end the many headaches that occur each time to decide to change meter brands. We have also been very happy with the performance of these meters, and see no reason to deviate from what is working.

Therefore, I have obtained updated pricing to purchase the same meters as last year. I intend to split the water meter purchase as defined below:

1. Purchase the number of Itron 100W ERT's from Muller Systems at a cost of $72.00 each in quantities of each size needed for our meter replacement program.

2. Purchase Hersey Model 420 Composite body meters from Muller Systems at the following costs, (5/8 inch: $83.00; ¾ inch $110.00; 1 inch $137.00), in quantities of each size needed for our meter replacement program.

3. Purchase Master Meter BLMJ w/ the acculine encoded meters from Core & Main, at the following costs, (5/8 inch: $84.96; ¾ inch $114.73; 1 inch ~$140.00 estimated – not quoted at time of memo), in quantities of each size needed for our meter replacement program.

Please consider the following requests for authorization to purchase:

Eleven hundred (1100) Itron 100W pit style ERT's from Core and Main of Kentwood MI, at a cost not exceed $79,200.00.

Up to an estimated seven hundred (700) Hersey composite water meters of various sizes from Mueller Systems, LLC, of Cleveland, NC at a cost not to exceed $60,000.00.

Up to an estimated seven hundred (700) Master Meter BLMJ water meters of various sizes from Core & Main, of Kentwood, MI, at a cost not to exceed $50,000.00.

Money is available and allotted to conduct this purchase within the current fiscal year’s Budget.

Pc: Melissa Becotte, City Controller
SALES QUOTATION

Phone: (704) 278-2221
Company Address: 10210 Statesville Blvd
Cleveland, NC 27013

Attn: Jeff Lampi
Prepared For: Escanaba (MI), City of
Address: 1 Water Plant Rd.
City, State, Zip: Escanaba, MI 49829
Phone: (906) 786-1301
Fax: (906) 789-3790
Account #: 94246900

Created Date: 8/9/2018
Quote #: 009128697-03
Quote Expires: 12/31/2018
Quote Name: Escanaba MI - Composite
Payment Terms: 2% 30 Days, NET 31 Days
ARO: Stock to 30 Days
Freight Terms: FOB - Cleveland, NC - Full Freight Allowed on
Net Order of $500.00 or more
Territory: 13
Prepared By: Rich Fott

Comments & Considerations

Should you have any questions, please do not hesitate to contact Rich Fott.

Quote Line Items

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<thead>
<tr>
<th>Unit</th>
<th>Part Number</th>
<th>Item Description</th>
<th>Unit Price</th>
<th>Extended Net</th>
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<tbody>
<tr>
<td>450</td>
<td>IERW1300-402</td>
<td>100W+ENDPNT INT CC ANT CON</td>
<td>$72.00</td>
<td>$32,400.00</td>
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<tr>
<td>450</td>
<td>V0FA2648</td>
<td>6/8X1/2 420,COMP,SG,TRL6.5'CC</td>
<td>$83.00</td>
<td>$37,350.00</td>
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<tr>
<td>50</td>
<td>V0HA2848</td>
<td>3/4X9 435,STD,COMP,SG,TRL6.5'CC</td>
<td>$110.00</td>
<td>$5,500.00</td>
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<tr>
<td>30</td>
<td>V0KS2916</td>
<td>1*452,SL,IS,SG,TRL6 5'CC</td>
<td>$137.00</td>
<td>$4,110.00</td>
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TOTAL

<table>
<thead>
<tr>
<th>Tax Applied</th>
<th>Tax Exempt</th>
<th>Quote Total</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>$79,360.00</td>
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Force Majeure

Mueller Systems shall not be liable to Customer, End User, or any other person, and Mueller Systems' performance under these terms and conditions shall be excused, if and to the extent that any failure or delay in Mueller Systems' performance of one or more of its obligations hereunder is caused by a Force Majeure Event (as defined below). A Force Majeure Event shall include without limitation acts of God or the public enemy; compliance with any order of any governmental authority; fire; flood; unusually severe weather; shortages or unavailability or other delay in delivery; lack of or delay in transportation; laws, rules, regulations, raw material price increases that exceed twenty percent or restrictions which apply to raw material purchases; war, acts of terrorism, rebellion, insurrection, epidemics; accidents, explosions, civil disorder; strikes, lockouts, or other labor disputes; or any other condition beyond the reasonable control of Mueller Systems.
Bid Proposal for Escanaba Meters

<table>
<thead>
<tr>
<th>CITY OF ESCANABA</th>
<th>Job</th>
</tr>
</thead>
<tbody>
<tr>
<td>410 LUDINGTON ST</td>
<td>Escanaba Meters</td>
</tr>
<tr>
<td>ESCANABA, MI 49829</td>
<td>Bid Date: 08/08/2018</td>
</tr>
<tr>
<td></td>
<td>Bid #: 677243</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sales Representative</th>
<th>Core &amp; Main</th>
</tr>
</thead>
<tbody>
<tr>
<td>David Syson</td>
<td>4530 36th St SE</td>
</tr>
<tr>
<td>(M) 616-888-9216</td>
<td>Kentwood, MI 49512</td>
</tr>
<tr>
<td>(T) 616-888-9216</td>
<td>(T) 616-222-9500</td>
</tr>
<tr>
<td><a href="mailto:David.Syson@coreandmain.com">David.Syson@coreandmain.com</a></td>
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## Bid Proposal for Escanaba Meters

<table>
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<tr>
<th>Seq#</th>
<th>Qty</th>
<th>Description</th>
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<th>Price</th>
<th>Ext Price</th>
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<tr>
<td>10</td>
<td>450</td>
<td>MM 5/8 BLMJ BRASS METER W/IRON BOTTOM W/ACCULINX ENCODER W/25' ITRON CONNECTOR</td>
<td>EA</td>
<td>84.96</td>
<td>38,232.00</td>
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<tr>
<td>50</td>
<td>35</td>
<td>MM 3/4X9X1 BLMJ MTR BRASS CAST IRON BOTTOM W/ACCULINX ENCODER W/25' ITRON CONNECTOR</td>
<td>EA</td>
<td>114.73</td>
<td>4,015.55</td>
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<td>80</td>
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</tbody>
</table>

Sub Total: 42,247.55
Tax: 0.00
Total: 42,247.55

Core & Main
4530 36th St SE
Kentwood, MI 49512
Phone: 616-222-9500
Fax: 616-975-2775

CITY OF ESCANABA
Bid Date: 08/08/2018
Core & Main Bid #: 677243
TERMS AND CONDITIONS OF SALE ("Terms")

1. All references in this document to "Seller" shall include Core & Main LP and/or any parent, subsidiary or affiliate of Core & Main LP (including any division of the foregoing) whether or not performing any or all of the scope hereunder or specifically identified herein. All references to "Buyer" shall include all parent(s), subsidiaries and affiliates of the entity placing the order. Buyer and Seller may be referred to individually as a "Party" and collectively as "Parties".

2. All terms to Buyer are subject to these Terms, which shall prevail over any inconsistent terms of Buyer's purchase order or other document. Additional or different terms and conditions in any way altering or modifying these Terms are expressly objected to and shall not be binding upon Seller unless specifically accepted in writing by Seller's authorized representative. No modifications or alterations of these Terms shall result by Seller's shipment of goods following receipt of Buyer's purchase order, or other documents containing additional, conflicting or inconsistent terms. There are no terms, conditions, understandings, or agreements other than those stated here, and all price proposals and negotiations are merged herein. These Terms are binding on the Parties, their successors, and permitted assigns.

3. Prices on Seller website, catalogs or in Seller quotes are subject to change without notice, and all such prices expire and become invalid if not accepted within 10 calendar days from the date of issue, unless otherwise noted by Seller in writing. Price extensions that are made for Buyer's convenience only, and they, as well as any mathematical, typographical or clerical errors, are not binding on Seller. Prices shown do not include any sales, excise, or other governmental tax or charge payable by Seller to any federal, state or local authority. Any taxes now or hereafter imposed upon sale, rental or delivery of goods, and Buyer shall reimburse Seller for any such tax or provide Seller with an acceptable tax exemption certificate. All price terms and other terms from other causes provided to Buyer shall be kept confidential except to the extent a Party is required by law to disclose the same.

4. Seller shall not be liable for delay or default in delivery resulting from any cause beyond Seller's reasonable control, including, but not limited to, governmental action, strikes or other labor troubles, war, fire, damage or destruction of goods, (declared or undeclared), acts of terrorism, manufacturers' shortages, unavailability or timeliness of transportation, materials, fuels, or supplies, and acts of God (such as a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event, (a) the time for Seller's performance shall be extended reasonably and the Parties shall adjust all affected dates accordingly; (b) the purchase price shall be adjusted for any increased costs to Seller resulting from such Force Majeure Event; and (c) Buyer shall not be entitled to any other remedy.

5. Seller is a reseller of goods only, and as such does not provide any warranty for the goods it supplies hereunder. Notwithstanding this As-is Implied, Seller shall pass through to Buyer any transferable manufacturers' standard warranties with respect to goods purchased hereunder. BUYER AND PERSONS CLAIMING THROUGH BUYER SHALL SEEK RECOVERY EXCLUSIVELY FROM MANUFACTURERS FOR ANY DEFECTS IN OR FAILURES OF GOODS, AND THIS SHALL BE THE EXCLUSIVE RECOUERSE OF BUYER AND PERSONS CLAIMING THROUGH BUYER FOR DEFECTIVE GOODS, WHETHER THE CLAIM OF BUYER OR THE PERSON CLAIMING THROUGH BUYER SHALL SOUND IN CONTRACT, TORT, STRICT LIABILITY, PURSUANT TO STATUTE, OR FOR NEGLIGENCE. BUYER SHALL PASS THESE TERMS AND CONDITIONS TO PURCHASER OR INSTALLER HEREUNDER SHALL BE PRESENTED ON FINAL APPROVAL BY BUYER OR BY BUYER'S RELIANCE ON ARCHITECTS, ENGINEERS, OR OTHER THIRD PARTIES RATHER THAN ON SELLER'S INTERPRETATION. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING DIRECTLY OR INDIRECTLY OUT OF THE PERFORMANCE OR BREACH OF THESE TERMS, SHALL SELLER BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES SUCH AS LOST OF USE, LOST PROFITS, ATTORNEYS' FEES OR DELAY DAMAGES, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR CAUSED BY SELLER'S BREACH OF THIS AGREEMENT, ANY CLAIM THAT PROPERLY IS A CLAIM AGAINST THE MANUFACTURERS, OR any amount exceeding the amount paid to Seller for goods furnished to Buyer which are the subject of such claim(s), all claims must be brought within one year of accrual of a cause of action.

6. Buyer shall indemnify, defend, and hold Seller its officers, directors, employees and agents harmless from any and all costs (including attorneys and counselors' fees and expenses), liabilities and damages resulting to or related to any third party (including Buyer's employee) claim, complaint and/or judgment arising from Buyer's use of any goods furnished hereunder, as well as any negligence, intentional, tortious, contractual or otherwise caused by or in any manner purchased by Buyer hereunder.

7. When goods are delivered to Buyer In Seller's own vehicles, the F.O.B. point shall be Buyer's designated delivery site. In all other cases the F.O.B. point shall be Seller's store or warehouse and all responsibility and costs of shipping and delivery beyond the applicable F.O.B. point shall be borne by Buyer. Title and risk of loss shall pass to Buyer at the applicable F.O.B. point, for goods not delivered in Seller's own vehicles shall be when Seller delivers the goods to the common carrier. All claims for shortages of goods or for loss or damage to goods as to which Seller has the risk of loss shall be made unless Buyer, within 10 calendar days after receipt of the shorted or damaged shipment, gives Seller written notice fully describing the alleged shortage or damage. Partial shipments are permitted at Seller's discretion.

8. Any changes in product specifications, quantities, destinations, shipping schedules, or any other aspect of the scope of goods must be agreed to in writing by Seller, and may result in a price and delivery adjustment by Seller. No credit for goods returned by Buyer shall be given without Seller's written authorization. All returns are subject to a restocking charge.

9. Unless otherwise agreed in writing, payment terms are net 30 days from delivery, payable in United States of America ("U.S.") dollars. Notwithstanding the foregoing, all orders are subject to Seller's continuing approval of Buyer's credit. If Buyer's credit is not approved or becomes unsatisfactory to Seller then Seller, in its sole discretion, may suspend or cancel performance, or require different payment terms, including but not limited to cash on delivery or in advance of shipment. In addition, Seller may in its discretion require a deposit of up to 100% of Seller's selling price for any specifically manufactured goods ordered by Buyer hereunder. Payments due hereunder shall be made in the form of cash, check, or money order, or other tender approved in writing by Seller. Seller may, in its sole discretion, apply Buyer's payment against any open charges. Past due accounts bear interest at the lesser of 1.5% per month or the maximum rate permitted by applicable law, continuing after Seller obtains judgment against Buyer. Seller may exercise self enforcement to apply to or satisfy Buyer's outstanding debt. Buyer shall have no right of self enforcement. The security interest expressly reserved its right to file liens if payment is not received for its materials and expressly disclaims any waiver of lien rights which may be contained in any future agreements between the Parties hereof. Seller reserves all rights to invoice and be paid for materials provided to Buyer and any terms contained in any of Buyer's purchase orders or other documents that purport to limit in any way the time or manner within which Seller may invoice is hereby waived by Buyer.

10. Buyer shall not export or re-export, directly or indirectly, all or any part of the goods or related technology obtained from Seller under these Terms except in accordance with applicable export laws and regulations of the U.S. Further, a Buyer that is a non-U.S. company or citizen shall strictly limit any export or re-export activity to that which would be deemed compliant with U.S. export laws and regulations if performed by a U.S. company or citizen.

11. Buyer shall pay Seller all costs and expenses of collection, suit, or other legal action brought as a result of the commercial relationship between them, including, but not limited to, all attorneys' and paralegals' fees and collection costs, incurred pre-sale, through trial, on appeal, and in any administrative or bankruptcy proceedings. Any cause of action that Seller has against Buyer may be assigned without Buyer's consent to Core & Main LP or to any affiliate, parent or subsidiary of Core & Main LP.

12. This Agreement, Buyer's account, and the business relationship between Buyer and Seller shall be governed by and construed in accordance with the laws of the state where the applicable project is located without regard to conflicts of law rules, and specifically excluding the UN Convention on Contracts for the International Sale of Goods. The Parties hereby agree that any legal action arising out of or related to this Agreement may be brought in the applicable federal or state court where the project is located, and any right to object to such venue or to assert the inconvenience of such forum is hereby waived.

13. If Buyer fails to comply with these Terms, Seller may terminate or rescind any order immediately upon notice to Buyer. Buyer certifies that it is solvent and that it will advise Seller immediately if it becomes insolvent. Buyer agrees to send Seller written notice of any changes in the form of ownership of Buyer's business within 60 days of such changes. Buyer and Seller are the only intended beneficiaries of this document, and there are no third party beneficiaries.

14. The invalidity or unenforceability of all or part of these Terms will not affect the validity or enforceability of the other terms. The parties agree to replace any void or unenforceable term with a new term that achieves substantially the same practical and economic effect and is valid and enforceable.

15. The following provisions shall survive termination, cancellation and completion performance of this Agreement as long as necessary to allow the aggrieved party to fully enforce such clauses: 5, 8, 9, 10, 11 and 12.
To: Patrick Jordan, City Manager
From: Jeff Lampl, W & WW Supt.
Date: 8/8/18
Re: Leak Detection Services

Patrick,

As a means of reducing our un-accounted water within our distribution system, I have released an RFP for leak detection services. We have conducted three such leak detection surveys to date, and we have been somewhat successful in identifying, locating, and repairing a number of leaks. Despite our efforts, we are still suffering higher than acceptable water loss.

This year five (5) contractors have submitted bids to complete this work. Below is a list and bid amount.

Utility Services Associates; of Seattle WA: $13,414.50
ACE Pipe Cleaning Inc. of Kansas City, MO $26,420.00
American Leak Detection, of New Haven, CT $14,970.00
**Ferguson Waterworks; of Appleton WI:** $12,975.00
M.E. Simpson Company, Inc; of Valparaiso, CO: $22,000.00

After reviewing the proposal of the lower bidder, Ferguson Waterworks; of Appleton WI. I feel they have met all of our requirements within the RFP.

Please consider this as a request to hire, Ferguson Waterworks; of Appleton WI, at a cost not to exceed $12,975.00; to conduct the Leak Detection as per the specifications within the leak Detection RFP package.

Money is available and budgeted for this activity within the current budget year.

Pc: Melissa Becotte, City Controller
### CITY OF ESCANABA
#### RECORD OF BIDS

**NAME OF BIDDER** | **PRICE** | **ADDITIONAL COST** | **CHECK OR BID BOND**
--- | --- | --- | ---
ACE Pipecleaning Inc. | $17,930.00 | 1. Daily Rate = $7,500.00/hour  2. Mobilization = $8,500.00 (one-time fee) | Bid Bond.
M.E. Simpson Co., Inc. | $22,600.00 | — | Bid Bond.
Utility Services Associates, Inc. | $13,414.50 | — | Check # 088071805  $1,314.15
Ferguson Water Works | $12,975.00 | — | Bid Bond.
American Leak Detection | $14,970.00 | — | Check # 79970  $1,497.00

**DATE BIDS OPENED:** 7/24/2018  
**DESCRIPTION OF ITEM:** Escanaba Water Department Leak Detection - 2019

**PRESENT:**

[Signature]

[Signature]