CITY COUNCIL
MEETING AGENDA
September 6, 2018

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

Patrick S. Jordan, City Manager
Lisa M. Gilsh, 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 so requests. In such event, the item will be removed from the General Order of Business and considered in its normal sequence on the Agenda.

Regular Meeting
Thursday, September 6, 2018, at 7:00 p.m.

CALL TO ORDER
ROLL CALL
INVOCATION/PLEDGE OF ALLEGIANCE
APPROVAL/CORRECTION(S) TO MINUTES – Regular Meeting – August 16, 2018 and Special Meeting – August 23, 2018
APPROVAL/ADJUSTMENTS TO THE AGENDA
CONFLICT OF INTEREST DECLARATION(S)
BRIEF PUBLIC COMMENT(S)
PUBLIC HEARINGS

   Explanation: A Public Hearing will take place to review the current status of the MERS Pension Plan as well as options to increase the funding percentage.

UNFINISHED BUSINESS
NEW BUSINESS

   Explanation: Administration is seeking approval to purchase a 2012 John Deere 770GP Motor Grader in the amount of $150,945 from McCoy Construction and Forestry. This purchase is included in the FY2018/19 budget.

2. Approval – Cost Agreements with the Michigan Department of Transportation (MDOT) for Maintenance of Traffic Signals – Public Works.
   Explanation: Administration is seeking approval to update maintenance cost agreements with MDOT for five modernized traffic signals throughout the City.

   Explanation: Administration is seeking approval to enter into a contract agreement with CUPPAD Regional Commission for the Administration of the Escanaba Downtown Façade 2018-2019 Project with expenses to be covered by funds from the Michigan Economic Development Corporation (MEDC).

APPOINTMENTS
BOARD, COMMISSION, AND COMMITTEE REPORTS
GENERAL PUBLIC COMMENT
ANNOUNCEMENTS

Proclamations for 2018 Escanaba 9-10 Little League All-Star Softball Team, 2018 Escanaba Major (11-12) Little League All-Star Softball Team, 2018 Escanaba Eskymos Varsity Softball Team, and 2018 Escanaba Major (11-12) Boys Little League All-Star Team
AGENDA

Respectfully Submitted

[Signature]

Patrick S. Jordan
City Manager
OFFICIAL PROCEEDINGS
CITY COUNCIL
CITY OF ESCANABA, MICHIGAN
Regular Council Meeting
Thursday, August 16, 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.

Clerk Glish led Council in the Pledge of Allegiance.

APPROVAL/CORRECTION(S) TO MINUTES

Beauchamp moved, Sattem seconded, CARRIED UNANIMOUSLY, to approve the Regular Meeting minutes from August 2, 2018 and Special Meeting minutes from August 8, 2018, as submitted.

ADJUSTMENTS TO THE AGENDA

Blaiser moved, Schumann seconded, CARRIED UNANIMOUSLY, to amend the August 2, 2018 agenda to include “#6 - Discussion concerning the City Clerk’s Office, City Assessor’s Office, and I.T. Department”.

CONFLICT OF INTEREST DECLARATION – None.

BRIEF PUBLIC COMMENT – None.

PUBLIC HEARINGS – None.

UNFINISHED BUSINESS – None.

NEW BUSINESS

1. Approval – Outdoor Seating – 1223 Ludington Street (a.k.a. Catmando’s).

   Curt Spaulding, Owner of Catmando’s, requested approval of an Outdoor Seating Application.

NB-1 Blaiser moved, Sattem seconded, to approve the Outdoor Seating Application for 1223 Ludington Street (a.k.a. Catmando’s).

   Upon a call of the roll, the vote was as follows:
City Council Minutes
August 16, 2018 – cont.

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

MOTION CARRIED.

2. Approval – Use of Public Space – North 18th Street between 12th and 13th Avenues North – Christ the King Church.

Christ the King Lutheran Church is sought 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.

NB-2 Schumann moved, Beauchamp seconded, to allow Christ the King Church 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.

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

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

MOTION CARRIED.


Administration requested 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).

NB-3 After discussion, Schumann moved, Blasier seconded, to approve the purchase of twenty-eight (28) hand held VHF Motorola Radios at a cost of $16,156 from Quayle Comm of Champion, MI.

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

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

MOTION CARRIED.
4. **Approval – Water Meter Purchases – Water.**

Administration requested Council consent to accept the following amounts for Water Meter Purchases. All money is available and allotted to conduct the 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.

**NB-4** After discussion, Blasier moved, Sattem seconded, to approved the purchase of:

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.; and 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.

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

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

**MOTION CARRIED.**

5. **Approval – Leak Detection Services – Water.**

Administration requested 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.

**NB-5** After discussion, Sattem moved, Schumann seconded, to approve the hiring of 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.

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

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

**MOTION CARRIED.**
6. Discussion - City Clerk’s Office, City Assessor’s Office, and I.T. Department

NB-6 After discussion, Blasier moved, Schumann seconded, to set a Special Council Meeting for Thursday, August 23, 2018 at 1:00 PM to discuss the City Clerk’s Office, City Assessor’s Office, and I.T. Department.

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

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

MOTION CARRIED.

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

BOARD, COMMISSION, AND COMMITTEE REPORTS

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

GENERAL PUBLIC COMMENT – None.

ANNOUNCEMENTS

Schumann stated that “Share the Walk” signs are available to businesses for no cost at Sign-Up. She also stated that the most recent Bike Night went very well, and the U.P. State Fair is bringing a lot of business to the downtown businesses.

Jordan stated that the next Citizens Police Academy will be starting up September 4, 2018, to contact Lt. John Gudwer at Public Safety for more information.

Hearing no further public comment, the Council adjourned at 8:24 p.m.

Respectfully submitted

Lisa M. Glish
City Clerk

Approved: __________________________
Marc D. Tall, Mayor
OFFICIAL PROCEEDINGS
CITY COUNCIL
CITY OF ESCANABA, MICHIGAN
Special Council Meeting
Thursday, August 23, 2018

The special meeting was called to order by the Honorable Mayor Marc D. Tall at 1:00 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 Clerk Lisa M. Glish, City Department Heads, media, and members of the public.

Absent: City Attorney Ralph B.K. Peterson.

ADJUSTMENTS TO THE AGENDA

Beauchamp moved, Blaiser seconded, CARRIED UNANIMOUSLY, to amend the August 23, 2018 Special Meeting Agenda to include “#5 - Michigan Municipal League (MML) Conference Agenda for September 20-22, 2018; #6 - Sound System and Camera Quality in Council Chambers; #7 - Status Update on Jail Project; and #8 - FOIA Request from United Impact Group, LLC”.

CONFLICT OF INTEREST DECLARATION – None.

BRIEF PUBLIC COMMENT

Jim Berthiaume addressed the Council directing his comments to Schumann and Tall stating “You don’t always get what you want”. He also restated his opinion on promoting Tammy Weissert to the position of City Clerk, stating that she already has a CMC Certification and she can do the I.T. while working through DSTech.

PUBLIC HEARINGS – None.

UNFINISHED BUSINESS – None.

NEW BUSINESS

1. Approval – Engineering of the Pier 2 Replacement Project – Marina.

Administration requested to award the Engineering of the Pier 2 Replacement Project to Bittner Engineering of Escanaba, MI at a cost not to exceed $17,500. Larry Gravatt, Harbor Master, addressed the Council explaining that the award would not result in a physical dock, it would be the plans and engineering for the dock project in the future.

NB-1 Sattem moved, Blasier seconded, to award the Engineering of the Pier 2 Replacement Project for the Marina to Bittner Engineering of Escanaba, MI at a cost not to exceed $17,500.
City Council Minutes
August 23, 2018 – cont.

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

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

MOTION CARRIED.


Administration sought Council approval of a Resolution supporting the completion of MDOT Contract 21022-11377 (a.k.a. the Escanaba River Bridge Project located on Highway US-2 in Delta County).

NB-2 After discussion, Beauchamp moved, Schumann seconded, to approve the Resolution supporting the completion of MDOT Contract 21022-11377, with an edit changing the word “demands” to “encourages” in the final paragraph of the Resolution to now read “THEREFORE, BE IT RESOLVED that the City of Escanaba encourages the timely completion of the bridge project at the Escanaba River Bridge which is described in more detail by contract 21022-113777 with MDOT.”

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

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

MOTION CARRIED.

3. Approval – Amendment to the City of Escanaba’s Master Fee Schedule.

Administration sought Council approval of an amendment to the Fiscal Year 2018-2019 City of Escanaba Master Fee Schedule as it pertains to FOIA copies per page for paper larger than 8 ½” x 11”.

NB-3 After discussion, Schumann moved, Blasier seconded, to approve the amendment to the Fiscal Year 2018-2019 City of Escanaba Master Fee Schedule as it pertains to FOIA copies per page for paper larger than 8 ½” x 11” to be $0.15 per page.

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

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

MOTION CARRIED.
City Council Minutes
August 23, 2018 – cont.

After approval of the Master Fee Schedule Amendment, Schumann requested to have the added agenda item concerning the FOIA Request from United Impact Group, LLC be moved as the next item of the meeting; Tall approved of the agenda move.

4. Discussion - FOIA Request from United Impact Group, LLC

Glish updated the Council on the FOIA request that came in from United Impact Group, LLC concerning the copying of Election materials used during the November 8, 2016 Election.

NB-4 After discussion, Blasier moved, Schumann seconded, if it is legal to demand the entity (United Impact Group, LLC) to come to Escanaba to view the requested information and at that time bill at the per hour wage and benefit rate of the FOIA Coordinator, along with obtaining the highest deposit that is legal.

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

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

MOTION CARRIED.

After further discussion concerning the request specifically asking for physical paper copies, it was decided to add this item to a Special City Council Meeting which was then set for Tuesday, August 28, 2018 at 10:00 a.m. in the City Council Chambers at which time the City Attorney will be addressed concerning the issue.

After discussion it was decided to carry on with the amended agenda items, and to move proposed Item #4 - "Discussion – City Clerk’s Office, City Assessor’s Office, and I.T. Department" to be Item #8.


A discussion took place concerning the upcoming MML Conference taking place September 20-22, 2018, it was determined that there is a lack of details for the Conference Agenda. This item will be added to an upcoming agenda once more information is released by the MML.

6. Discussion - Sound System and Camera Quality in Council Chambers.

A discussion took place concerning the sound system and camera quality in the Council Chambers; it was determined that the City Manager and City Clerk will need to work on a remedy for the issue and report back to Council at an upcoming meeting.
7. Discussion - Status Update on Jail Project.

Jordan gave an update on the Delta County Jail Project, he stated that he has a packet concerning the project as a whole, and he will forward that packet onto Council.

8. Discussion - City Clerk’s Office, City Assessor’s Office, and I.T. Department

Tall stated that the exiting Clerk Glish extended her departure date to be September 28, 2018.

A discussion took place concerning upcoming changes the Assessor’s Office due to a scheduled retirement and the inability to attract a new City Assessor for the past three (3) years, and the possibility of splitting the City Clerk and I.T. Department into two (2) separate positions. It was determined that this item would be further discussed at the scheduled Special Council Meeting on Tuesday, August 28, 2018 at 10:00 AM.

APPOINTMENT(S) TO CITY BOARDS, COMMISSIONS, AND COMMITTEES

Tall appointed Elizabeth Keller and Monte Morrison to the Brownfield Redevelopment Authority.

Tall then appointed Stephen Davis to the Planning Commission.

BOARD, COMMISSION, AND COMMITTEE REPORTS – None.

GENERAL PUBLIC COMMENT

Judi LaCosse, Escanaba Resident, stated that the City once had an I.T. Department but due to cuts previous City Clerk Robert Richards did I.T. as a hobby and requested it be part of his position. She then reminded Council that there is already a Certified Clerk on staff and to remember that during the hiring process.

Jim Berthiaume, Escanaba Resident, stated that the hiring process for the City’s position is becoming difficult and political.

ANNOUNCEMENTS

Blasier stated that “Yappy Hour”, an event being held at Upper Hand Brewery to benefit the Delta County Animal Shelter is taking place on Friday, August 24th from 5:00 PM - 9:00 PM.

Hearing no further public comment, the Council adjourned at 2:09 p.m.
Respectfully submitted

Lisa M. Glish  
City Clerk

Approved:  

Marc D. Tall, Mayor
PUBLIC NOTICE

The Escanaba City Council will hold a public hearing to review the current status of the City’s MERS Pension Plan as well as options to increase the funding percentage. This meeting will be held in the City Council Chambers located at 410 Ludington Street, Escanaba, MI during the regularly scheduled Council Meeting on Thursday, September 6, 2018 at 7:00 p.m.

The City of Escanaba will provide necessary, reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities at the meeting/hearing upon five (5) days notice to the City of Escanaba. Individuals with disabilities requiring auxiliary aids or services should contact the City of Escanaba City Clerk Lisa M. Glish in writing to 410 Ludington Street, Escanaba, MI 49889 or by calling (906) 786-1194.

EDP August 25-30, 2018
MEMORANDUM

August 27, 2018

TO: Patrick Jordan

INFO: Lisa Glish

FROM: Bob Becotte

SUBJECT: Items for September 6, 2018, City Council meeting

Please place the following items on the September 6 City Council agenda:

1. **Approval to purchase a used motor grader – Public Works**

   Bids were opened August 6, 2018 for a used motor grader for the Public Works department. Four bids were received. Enclosed is the record of bids, a comparison summary of the two low bids, the bidding documents of the two low bidders, and photos of the grader I am recommending for purchase, which is the John Deere 770GP. As the comparison summary illustrates, this grader is one year newer, has less hours, includes a warranty, and is substantially less cost than the second low bid. Public Works has inspected and operated both graders and they both meet all specifications.

   If approved, I would like to add a back-up camera for $1000. This would be done by the dealer and includes the camera and installation.

   I recommend the purchase of a 2012 John Deere 770GP motor grader in the amount of $150,945 from McCoy Construction & Forestry. This is a budgeted item and would be under budget.

2. **Approval of Cost Agreements with the MDOT for maintenance of traffic signals.**

   The Michigan Department of Transportation (MDOT) modernized five traffic signals in the city recently. The city currently has a cost sharing agreement with MDOT for these five signals (and two others). As a result of the modernization, the MDOT is requesting that the city execute updated maintenance cost agreements for these five signal locations. I have checked the percentage of MDOT/City share at each location and they are correct. These updated agreements would replace the current agreements. I recommend approval.
<table>
<thead>
<tr>
<th>NAME OF BIDDER</th>
<th>MAKE &amp; MODEL</th>
<th>COST</th>
<th>DELIVERY DATE</th>
<th>CHECK/BID POND</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fabick Cat</td>
<td>Cat 130H (2011)</td>
<td>$173,000</td>
<td>9/30/18</td>
<td>BB-10%</td>
</tr>
<tr>
<td>Fabick Cat</td>
<td>Cat 140HA (2013)</td>
<td>$260,000</td>
<td>9/30/18</td>
<td>BB-10%</td>
</tr>
<tr>
<td>McCoy Construction &amp; Forestry</td>
<td>John 770GB (2012)</td>
<td>$149,945</td>
<td>1 Week</td>
<td>BB-10%</td>
</tr>
<tr>
<td>Miller, Bradford, Risburg</td>
<td>Case 815B (2012)</td>
<td>$199,890</td>
<td>45 Days</td>
<td>BB-10%</td>
</tr>
<tr>
<td><strong>YEAR</strong></td>
<td>2011</td>
<td>2012</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---------------</td>
<td>---------------</td>
<td>---------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>MAKE AND MODEL</strong></td>
<td>CATERPILLAR 120M</td>
<td>JOHN DEERE 770GP</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>HOURS ON MACHINE</strong></td>
<td>4,600 HOURS</td>
<td>3,526 HOURS</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>COST</strong></td>
<td>$173,000.00</td>
<td>$149,945.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>DRIVE</strong></td>
<td>ALL WHEEL DRIVE</td>
<td>4 WHEEL DRIVE</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TIRES</strong></td>
<td>SIX NEW RIMS AND WHEELS &amp; WE KEEP WHAT IS ON IT</td>
<td>TWO NEW STEER TIRES &amp; 70% ON THE REAR TIRES</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>CONDITION</strong></td>
<td>AVERAGE</td>
<td>REALLY GOOD</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>WARRANTY</strong></td>
<td>NONE</td>
<td>POWER TRAIN AND HYDRAULIC WARRANTY FOR 24 MONTHS OR 1,500 HOURS</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
NOTICE TO BIDDERS

Sealed bids will be received by the City of Escanaba at the office of the City Clerk, on or before 2:00 p.m. – eastern standard time - on Monday August 6, 2018

REQUEST FOR BIDS – ONE (1) USED MOTOR GRADER

The bids will be publicly opened and read in the City Clerk’s Office at said time and date.

Bidder’s proposals and/or specifications may be obtained from the office of the City Clerk, located at 410 Ludington Street, Escanaba, Michigan 49829. No bid will be considered unless the proposal is enclosed in a sealed envelope marked:

In addition, the City of Escanaba, Michigan, will not consider any proposal which has not been received prior to the published time, date and year of bid opening. FAX transmittals will not be accepted.

A certified check, cashier’s check, or Bidder’s Bond, drawn payable - without condition - to the City of Escanaba, Michigan, in an amount not less than 10% of the bid will be submitted with each proposal as a guarantee that if the bid is accepted, the bidder will furnish materials or services as stated in his proposal. On failure of the successful bidder to fulfill the conditions of his/her proposal, he/she shall forfeit said deposit to the City of Escanaba, Michigan, as liquidated damages. The acceptance of the proposal will be contingent upon the bidder’s acceptance of this provision.

The City of Escanaba, Michigan, reserves the right to reject any or all bids, or any part thereof, at its discretion and to waive any irregularities in the bidding. The City of Escanaba, Michigan, may also split bids at its discretion. The City further reserves the right to negotiate directly with any and all bidders concerning any matter related to any bid.

All City of Escanaba, Michigan, bids are prepared so as to afford all vendors the equal opportunity for fair and equitable competition. The City of Escanaba, Michigan, assumes no liability or responsibility for any errors or oversights in the preparation and/or publication of bids.

Any questions concerning this bid should be directed to Keith Marenger at (906) 786-1842.
**BID SPECIFICATIONS**

The unit bid as described below shall be a USED (2011 or newer model) Motor Grader that is complete, serviced, ready for work, and includes all equipment as specified.

**MANUFACTURER:** JOHN DEERE

**MODEL & YEAR:** 770GP 2012

**DEALER:** McCoy Construction & Forestry

For the following bid specification sheets, use the column marked compliance to indicate compliance with the specifications. Write "yes" in the blank if the component is in compliance. If not, so indicate and provide model actual or attach detailed manufacturer's specifications for the substitute component. If not applicable, so indicate by writing "NA" in the blank and provide necessary comments. Bidders must fill in compliance and cost for each line item or option. Questions asked of the bidder for a particular specification shall be answered on the line provided.

<table>
<thead>
<tr>
<th>1. GENERAL</th>
<th>COMPLIANCE (Y or N or N/A)</th>
<th>MODEL ACTUAL and/or Dimensions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Used (2011 or newer model)</td>
<td>Y</td>
<td>3526</td>
</tr>
<tr>
<td>With 5,000 Hours or less</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Articulated Frame with safety lock</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td><strong>37,000 lb SAE minimum operating weight</strong></td>
<td>Y</td>
<td>39,230</td>
</tr>
<tr>
<td>without add-on weights or wheel ballast</td>
<td></td>
<td></td>
</tr>
<tr>
<td><em>List the weight on front wheels</em></td>
<td>9490 lb</td>
<td></td>
</tr>
<tr>
<td><em>List the weight on rear wheels</em></td>
<td>26,640 lb</td>
<td></td>
</tr>
</tbody>
</table>
2. **POWER TRAIN**

<table>
<thead>
<tr>
<th>Description</th>
<th>COMPLIANCE</th>
<th>MODEL ACTUAL and/or Dimensions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Six Cylinder, 4 cycle, turbocharged diesel</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>Syclone Pre Cleaner or equal</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>Wet-sleeve cylinder liner design</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>Fly wheel H.P., variable, 180 to 200 minimum</td>
<td>Y</td>
<td>170 to 245 hp</td>
</tr>
<tr>
<td>Displacement, 425 cu. in. minimum</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>Air cleaner, dual element, Dry Type</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>Extra HD Starter, 24 Volt direct</td>
<td>Y</td>
<td>24 volt</td>
</tr>
<tr>
<td>Batteries, Large capacity, heavy duty (1125 cca min.)</td>
<td>Y</td>
<td>1400 cca</td>
</tr>
<tr>
<td>Ground Level disconnect switch</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>Alternator, 24V., 150 amp minimum</td>
<td>Y</td>
<td>150 amp</td>
</tr>
<tr>
<td>Fuel Tank Capacity, 100 gallon minimum w/ gauge</td>
<td>Y</td>
<td>110 gal</td>
</tr>
<tr>
<td>Separate engine oil cooler</td>
<td>Y</td>
<td></td>
</tr>
</tbody>
</table>

3. **INSTRUMENTATION**

Unit shall have in cab dash mounted gauges and/or monitoring system that will include: transmission temperature, engine coolant temperature, engine oil pressure, parking brake engagement, rear steer indicator, hydraulic filter restriction, fuel, alternator, and articulation position indicator.

<table>
<thead>
<tr>
<th>Description</th>
<th>COMPLIANCE</th>
<th>MODEL ACTUAL and/or Dimension</th>
</tr>
</thead>
<tbody>
<tr>
<td>Air cleaner service indicator</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>Tachometer</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>Engine coolant and engine oil pressure system</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>shall include audible and visual warning.</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>Engine Hour meter</td>
<td>Y</td>
<td></td>
</tr>
</tbody>
</table>
4. **TRANSMISSION**

Direct Drive or Torque converted, power shift with 6 speeds forward and 3 speeds reverse min.  

Transmission shall provide a minimum of 3 working speeds below 7 mph in order to better match engine rpm and travel speed to load for improved fuel economy and increased engine life. 

Maximum transport speed shall be no less than 25 mph 

Maximum travel speed in reverse to be no less than 14 mph 

Separate oil cooler 

Transmission bottom guard  

<table>
<thead>
<tr>
<th>COMPLIANCE (Y or N or N/A)</th>
<th>MODEL ACTUAL and/or Dimensions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Y</td>
<td>8 forward, 8 reverse</td>
</tr>
<tr>
<td>Y</td>
<td>26 mph</td>
</tr>
</tbody>
</table>

5. **BRAKES**

Triple system - service, emergency parking 

Service brakes shall be oil-cooled, wet disc, four tandem wheels. Brakes must be sealed and fully enclosed to allow operation in water, mud, snow, and other adverse conditions without encountering brake fade. 

Brakes at each wheel

The parking/secondary brake system shall be independent of service brakes and shall be equipped with warning light or buzzer and be of sufficient design to hold weight of machine on a slope.  

<table>
<thead>
<tr>
<th>COMPLIANCE (Y or N or N/A)</th>
<th>MODEL ACTUAL and/or Dimensions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>Y</td>
<td>wet disc</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
6. **WHEELS**

Wheels to allow for chain usage

<table>
<thead>
<tr>
<th>COMPLIANCE (Y or N or N/A)</th>
<th>MODEL ACTUAL and/or Dimensions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Y</td>
<td></td>
</tr>
</tbody>
</table>

One spare rim per grader if front & rear wheels are interchangeable. One front & one rear rim per grader if wheels are not interchangeable.

<table>
<thead>
<tr>
<th>COMPLIANCE (Y or N or N/A)</th>
<th>MODEL ACTUAL and/or Dimensions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Y</td>
<td></td>
</tr>
</tbody>
</table>

7. **TIRES**

Michelin X SNOPPLUS M+ST, 17R25, Standard Base, tubeless, must have 50% or greater tread wear left. (Spare rim/tire is required)

<table>
<thead>
<tr>
<th>COMPLIANCE (Y or N or N/A)</th>
<th>MODEL ACTUAL and/or Dimensions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Y</td>
<td>INCLUDING TWO NEW TIRES FOR THE FRONT</td>
</tr>
</tbody>
</table>

8. **STEERING**

Full Hydraulic Power Steering

- List the machine turning radius

<table>
<thead>
<tr>
<th>COMPLIANCE (Y or N or N/A)</th>
<th>MODEL ACTUAL and/or Dimensions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Y</td>
<td>23 ft 8 in</td>
</tr>
</tbody>
</table>

- List the machine's fully articulated frame steering in degrees left or right

<table>
<thead>
<tr>
<th>COMPLIANCE (Y or N or N/A)</th>
<th>MODEL ACTUAL and/or Dimensions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Y</td>
<td>22 degrees</td>
</tr>
</tbody>
</table>

Secondary Steering System

<table>
<thead>
<tr>
<th>COMPLIANCE (Y or N or N/A)</th>
<th>MODEL ACTUAL and/or Dimensions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Y</td>
<td></td>
</tr>
</tbody>
</table>

9. **AXLES AND WHEELS**

Front axle of sufficient strength to allow mounting of front 6 way snow blade and attachments

<table>
<thead>
<tr>
<th>COMPLIANCE (Y or N or N/A)</th>
<th>MODEL ACTUAL and/or Dimensions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Y</td>
<td></td>
</tr>
</tbody>
</table>

Hydraulic Leaning Front

- List the wheel lean (in degrees)

<table>
<thead>
<tr>
<th>COMPLIANCE (Y or N or N/A)</th>
<th>MODEL ACTUAL and/or Dimensions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Y</td>
<td>20 degrees</td>
</tr>
</tbody>
</table>

- List the front ground clearance

<table>
<thead>
<tr>
<th>COMPLIANCE (Y or N or N/A)</th>
<th>MODEL ACTUAL and/or Dimensions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Y</td>
<td>23.1 inches</td>
</tr>
</tbody>
</table>

No-Spin or foot-operated, hydraulically actuated rear axle differential lock-unlock engageable on-the-go under full engine rpm in any gear.

<table>
<thead>
<tr>
<th>COMPLIANCE (Y or N or N/A)</th>
<th>MODEL ACTUAL and/or Dimensions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Y</td>
<td></td>
</tr>
</tbody>
</table>
10. **MAIN FRAME**

Articulated Frame

- **List the vertical section Modulus (in.³)**
  
  108 cu. in. \( \text{min.} \)
  
  137 cu. in. \( \text{max.} \)

11. **COOLING SYSTEM**

Pressurized liquid cooling system with thermostat.

Radiator shall be filled with manufacturer's approved antifreeze solution that provides protection to at least -34 degrees F

12. **HYDRAULICS**

Heavy duty electro hydraulic Valves

Hydraulic controls including: articulation; blade lift, right and left with float position; blade side-shift; blade tip; center-shift; circle drive; front wheel lean; hydraulic wing (with the recommended valve for controlling the mast cylinder)

13. **MOLDBOARD, BLADE, CIRCLE & DRAWBAR**

14 foot long by 24 inches high by 7/8 inch thick min. Y 14' X 27" X 1"

3/4 in. Diameter holes in moldboard

8 inches by 3/4 inch thick cutting edges with 3/4" mounting holes

Circle capable of 360 degree rotation

Replaceable wear strips & Ball Joint Inserts

Full hydraulic control including circle side-shift, blade Side-shift, circle rotation, saddle rotation, blade pitch, and blade float. 90 degree and 2:1 bank cutting angle left or right obtainable without leaving operator's cab.

Circle drive slip clutch to protect from radial shock

Blade lift accumulators to absorb vertical shock

Cross slope
### OPERATOR COMPARTMENT

<table>
<thead>
<tr>
<th>Feature</th>
<th>Compliance</th>
<th>Model or Dimensions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fully enclosed, Low Profile, ROPS cab</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>Inside cab mounted sun visor</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>Adjustable control console</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>Fully adjustable, air ride suspension, Premium cloth covered seat with arm rests</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>Sound suppression cab, 75db(A)</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>Joystick steering</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>Dome/Courtesy lights</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>Heated Mirrors</td>
<td>Y</td>
<td></td>
</tr>
</tbody>
</table>

### SAFETY EQUIPMENT

<table>
<thead>
<tr>
<th>Feature</th>
<th>Compliance</th>
<th>Model or Dimensions</th>
</tr>
</thead>
<tbody>
<tr>
<td>SAE, Roll Over Protection System (ROPS) certified</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>Seat belt, retractable, 3&quot;</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>MIOSHA approved sound suppression</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>Reverse warning (back-up) alarm 90 dB(A) min.</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>Mounting steps and safety hand holds</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>Operator Presence System</td>
<td>Y</td>
<td></td>
</tr>
</tbody>
</table>
| Integrated Back UP Camera                                               | Y          | FIELD INSTALLED
  ADD $1000
16. **MISCELLANEOUS OPTIONS AND EQUIPMENT**

<table>
<thead>
<tr>
<th>Feature</th>
<th>Y/N</th>
<th>BTU Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>AM/FM Radio</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>Heaviest duty cab heater and fan with pressurized cab</td>
<td>Y</td>
<td>31,500 BTU</td>
</tr>
<tr>
<td>- list the BTU rating of the heater</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Air Conditioning</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>Hydraulic moldboard side-shift</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>Hydraulic tip control</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>Blade Float</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>Key locked engine compartment and cab</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>Defroster Fans, front and rear</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>Headliner mounted circulation fan w/ switch</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>Front and rear window wipers and washers</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>Intermittent: Yes X No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lower front wipers and washers</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>Intermittent: Yes X No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tandem with unlocking differential</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>Cab mounted turn signals w/ hazards (front &amp; rear)</td>
<td>N</td>
<td>FRAME MOUNT</td>
</tr>
<tr>
<td>(2) Two upper cab mounted headlights</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>(2) Two lower cab mounted headlights</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>Cab mounted wing Floodlight</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>Front facing and rear facing work lights</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>Engine side panel mounted backup light</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>Top Strobe light prefer green (1 ea.)</td>
<td>Y</td>
<td>YELLOW</td>
</tr>
</tbody>
</table>
Rear bumper with hitch and pin                Y
Inside rear view mirror and outside mounted      Y
LH & RH west coast type mirrors
Air or Electric Horn                            Y
Air Dryer                                       N/A
Protection group; including brake line covers,
battery box protection, engine compartment air
intake covers for winter use.                    Y
Front & Rear Fenders                            Y
Radiator screens for dust conditions            Y
Engine Block Heater                             Y

18. HYDRAULIC SNOW WING
The Bidder shall include the complete furnishing and installation of an all hydraulic 12 foot Snow Wing, according to the following specifications which are equal to a Falls Series 2000-,Henke Model AHW-12 or approved equal, (attach detailed specifications on wing). Alternate wing assemblies may be quoted as an option. Cable lift assemblies will not be accepted.

<table>
<thead>
<tr>
<th>COMPLIANCE (Y or N or NA)</th>
<th>MODEL ACTUAL and/or Dimensions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Structural components 50,000 psi high tensile steel</td>
<td>Y</td>
</tr>
<tr>
<td>Moldboard length</td>
<td>Y</td>
</tr>
<tr>
<td>Moldboard Height - 38&quot; Outboard, 28&quot; Inboard</td>
<td>Y</td>
</tr>
<tr>
<td>Moldboard thickness, 3/16&quot;</td>
<td>Y</td>
</tr>
<tr>
<td>Cutting Edge Thickness, 0.625&quot; x 8&quot;</td>
<td>Y</td>
</tr>
<tr>
<td>Benching Height</td>
<td>Y</td>
</tr>
<tr>
<td>Nylatron slide guides to protect moldboard wear</td>
<td>Y</td>
</tr>
<tr>
<td>Telescoping, spring cushioned, adjustable push-bar</td>
<td>Y</td>
</tr>
</tbody>
</table>
Float capability provided outboard & inboard  

Positive & negative embankment sloping capability  

Right side Controls  

Entire wing assembly to be removable for off-season  

**LIST THE WEIGHT OF THE UNIT**

3100 LBS

20. **MANUALS**

<table>
<thead>
<tr>
<th>COMPLIANCE</th>
<th>MODEL ACTUAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Y or N or NA)</td>
<td>and/or Dimensions</td>
</tr>
</tbody>
</table>

Provide one operator manual  

Provide one service manual total  

Provide one parts manual total

21. **PRE-DELIVERY SERVICE AND INSPECTION**

Provide manufacturers or dealers pre-delivery Check-sheet with the service manager's signature.

22. **WARRANTY (If Applicable)**

List manufacturer's standard warranty on entire machine and power train. **Attach copy of warranty with bid.**

23. **REPAIR PARTS AND SERVICE**

Since the continuous operation of this motor grader is of the utmost importance and sometimes of an emergency nature, it is necessary that the successful bidder be in position to render prompt parts and service. The successful bidder shall maintain and/or have access to parts inventory within reasonable distance to Delta County. Said parts inventory shall be of sufficient size and variety to offer a level of parts availability of 95% within 48 hours from time of order by customer. Availability of normal maintenance items such as filters, vee belts, hydraulic lines, and hoses shall not exceed 24 hours. Bidder shall attach his proposed program for parts and service availability for evaluation

Y 98%
24. DELIVERY

Delivered FOB,
City of Escanaba
Public Works
1715 Sheridan Road
Escanaba, Michigan 49829

Estimate Delivery Date ONE WEEK AFTER
AWARDED

25. TRAINING

Successful bidder shall provide @ no cost, 8 hours of on-site operator and/or mechanic training on the proper use, maintenance and service of the grader. Y

26. OTHER DEALER FEATURES (Use this sheet to describe other features included.)

Bidder may provide information as to why their equipment is the most advantageous purchase for the City of Escanaba. Factors such as operating cost per hour may be provided. Attach additional sheet(s) with the proposal if needed.

McCoy is a Local Dealer in Escanaba MI, this means low

cost for service calls and parts. McCoy is also offering a power train

and hydraulic warranty for 24 months or 1500 hours. You will also get

two new front tires for this machine included in our proposal, The Snow

Wing is a Falls 2017 with some rental depreciation on it.
BID FOR REQUEST FOR BIDS – ONE (1) USED MOTOR GRADER

BIDDER'S PROPOSAL

Date: 08-06-2018

We, the undersigned, agree to furnish the City of Escanaba, Michigan, ONE (1) USED GRADER, in accordance with the attached minimum specifications, which are part of this proposal, at the following price:

ONE (1) USED MOTOR GRADER $149,945

<table>
<thead>
<tr>
<th>Make</th>
<th>JOHN DEERE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Model</td>
<td>770GP</td>
</tr>
<tr>
<td>Delivery Date</td>
<td>ONE WEEK AFTER AWARDED</td>
</tr>
<tr>
<td>F.O.B.</td>
<td>City of Escanaba, Escanaba, MI 49829</td>
</tr>
</tbody>
</table>

The City of Escanaba reserves the right to trade in, keep, offer for sale on sealed bids or whatever other disposal policy is deemed to be in the best interest of the City of Escanaba for this unit at the time of delivery for the new unit.

Certified Check, Cashier’s Check or Bidder’s Bond Enclosed in the Amount of $16,000 (Must be Included to Qualify)

Submitted By:

<table>
<thead>
<tr>
<th>Firm</th>
<th>McCoy Construction &amp; Forestry</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>1818 North Lincoln Road, Escanaba, MI 49829</td>
</tr>
<tr>
<td>By (Signature)</td>
<td></td>
</tr>
<tr>
<td>Printed Name</td>
<td>Scott Lippens</td>
</tr>
<tr>
<td>Title</td>
<td>Territory Manager</td>
</tr>
<tr>
<td>Phone</td>
<td>906-399-2953</td>
</tr>
<tr>
<td>Fax</td>
<td>906-789-0344</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:scottlippens@mccoycf.com">scottlippens@mccoycf.com</a></td>
</tr>
</tbody>
</table>
August 06, 2018

City Of Escanaba
Po Box 948
Escanaba, MI 49829-0948

We are pleased to BID the following 2011 Caterpillar 120M All Wheel Drive Motor Grader with approximately 4600 hrs. and the following factory and dealer options included:

* Cutting Edge, 14' Moldboard Blade
* Blade, 14' X 24" X 7/8" 
* Extreme Duty Batteries 
* Oil, Hydraulic,artistic (Awd)
* Seat, Air Suspension, Cloth
* Windows, Sides W/Wiper, & Rear
* Radio, 12v, Am/Fm Weatherband
* Sun Shade
* Extra Work Lights
* Drawbar, 6 Shoe Circle Guides
* Accumulators, Blade Lift
* Alternator, 150 Amp (Ac)
* (6) NEW 17R25 Sno Plus Tires & Rims
* Rear Vision Camera
* Heated Outside Mirrors
* Guard, Transmission
* Heater, Engine Coolant, 120v
* 12’ Snow Wing 
* NEW Accugrade CROSS SLOPE System
* NEW Fenders (FRT & REAR)

Cash Sale BID: $173,000.00

- Optional Warranty Available
- Optional Sonic Tracer Kit Available for the ACCUGRADE Cross Slope System

We believe the equipment as quoted will exceed your expectations. On behalf of Fabick Cat, thank you for the opportunity to quote Caterpillar machinery.

Sincerely,

Jed Koski
 Territory Manager
Cell: (906)458-5689
Email: jed.koski@fabickcat.com

‘This proposal does not include TAX and is good for 30 days’
### 2. POWER TRAIN

<table>
<thead>
<tr>
<th>Feature</th>
<th>Compliance</th>
<th>Model Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Six Cylinder, 4 cycle, turbocharged diesel</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Syclone Pre Cleaner or equal</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Wet-sleeve cylinder liner design</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Fly wheel H.P., variable, 180 to 200 minimum</td>
<td>YES</td>
<td>209 HP</td>
</tr>
<tr>
<td>Displacement, 425 cu. in. minimum</td>
<td>YES</td>
<td>428 cu.in.</td>
</tr>
<tr>
<td>Air cleaner, dual element, Dry Type</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Extra HD Starter, 24 Volt direct</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Batteries, Large capacity, heavy duty (1125 cca min.)</td>
<td>YES</td>
<td>1125 CCA</td>
</tr>
<tr>
<td>Ground Level disconnect switch</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Alternator, 24V., 150 amp minimum</td>
<td>YES</td>
<td>150 AMP</td>
</tr>
<tr>
<td>Fuel Tank Capacity, 100 gallon minimum w/ gauge</td>
<td>YES</td>
<td>100 Gals.</td>
</tr>
<tr>
<td>Separate engine oil cooler</td>
<td>YES</td>
<td></td>
</tr>
</tbody>
</table>

### 3. INSTRUMENTATION

Unit shall have in cab dash mounted gauges and/or monitoring system that will include: transmission temperature, engine coolant temperature, engine oil pressure, parking brake engagement, rear steer indicator, hydraulic filter restriction, fuel, alternator, and articulation position indicator.

<table>
<thead>
<tr>
<th>Feature</th>
<th>Compliance</th>
<th>Model Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Air cleaner service indicator</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Tachometer</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Engine coolant and engine oil pressure system shall include audible and visual warning.</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Engine Hour meter</td>
<td>YES</td>
<td></td>
</tr>
</tbody>
</table>
4. **TRANSMISSION**  
Direct Drive or Torque converted, power shift  
with 6 speeds forward and 3 speeds reverse min.  

<table>
<thead>
<tr>
<th>COMPLIANCE (Y or N or N/A)</th>
<th>MODEL ACTUAL and/or Dimensions</th>
</tr>
</thead>
<tbody>
<tr>
<td>YES</td>
<td>8F / 6R</td>
</tr>
</tbody>
</table>

Transmission shall provide a minimum of 3 working  
speeds below 7 mph in order to better match engine  
rpm and travel speed to load for improved fuel economy  
and increased engine life.  

| YES | |

Maximum transport speed shall be no less than 25 mph  

| YES | 28 MPH |

Maximum travel speed in reverse to be no less than  
14 mph  

| YES | 22 MPH |

Separate oil cooler  

| YES | |

Transmission bottom guard  

| YES | |

5. **BRAKES**  
Triple system - service, emergency parking  

| YES | |

Service brakes shall be oil-cooled, wet disc,  
four tandem wheels. Brakes must be sealed  
and fully enclosed to allow operation in water, mud,  
snow, and other adverse conditions without  
encountering brake fade.  

| YES | |

Brakes at each wheel  

| YES | |

The parking/secondary brake system shall be  
independent of service brakes and shall be equipped  
with warning light or buzzer and be of sufficient design  
to hold weight of machine on a slope.  

| YES | |
## 6. WHEELS

- Wheels to allow for chain usage: **YES**
- One spare rim per grader if front & rear wheels are interchangeable. One front & one rear rim per grader if wheels are not interchangeable: **YES**

## 7. TIRES

- Michelin X SNOPRUS M+ST, 17R23, Standard Base, tubeless, must have 50% or greater tread wear left. (Spare rim/tire is required): **YES**
- **(6) NEW TIRES**
  - No Spare (See note)

## 8. STEERING

- Full Hydraulic Power Steering: **YES**
- List the machine turning radius: **24’3”**
- List the machine's fully articulated frame steering in degrees left or right: **47.5**
- Secondary Steering System: **YES**

## 9. AXLES AND WHEELS

- Front axle of sufficient strength to allow mounting of front 6 way snow blade and attachments: **YES**
- Hydraulic Leaning Front: **YES**
  - List the wheel lean (in degrees): **18**
  - List the front ground clearance: **23.4”**
- No-Spin or foot-operated, hydraulically actuated rear axle differential lock-unlock engageable on-the-go under full engine rpm in any gear: **YES**
10. **MAIN FRAME**

Articulated Frame

---

- *List the vertical section Modulus (in.³)*

11. **COOLING SYSTEM**

Pressurized liquid cooling system with thermostat.

---

Radiator shall be filled with manufacturer’s approved antifreeze solution that provides protection to at least -34 degrees F

---

12. **HYDRAULICS**

Heavy duty electro hydraulic Valves

---

Hydraulic controls including; articulation; blade lift, right and left with float position; blade side-shift; blade tip; center-shift; circle drive; front wheel lean; hydraulic wing (with the recommended valve for controlling the mast cylinder)

---

13. **MOLDBOARD, BLADE, CIRCLE & DRAWBAR**

14 foot long by 24 inches high by 7/8 inch thick min.

---

3/4 in. Diameter holes in moldboard

---

8 inches by 3/4 inch thick cutting edges with 3/4” mounting holes

---

Circle capable of 360 degree rotation

---

Replaceable wear strips & Ball Joint Inserts

---

Full hydraulic control including circle side-shift, blade Side-shift, circle rotation, saddle rotation, blade pitch, and blade float. 90 degree and 2:1 bank cutting angle left or right obtainable without leaving operator’s cab.

---

Circle drive slip clutch to protect from radial shock

---

Blade lift accumulators to absorb vertical shock

---
### OPERATOR COMPARTMENT

<table>
<thead>
<tr>
<th>Feature</th>
<th>COMPLIANCE</th>
<th>MODEL and/or Dimensions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fully enclosed, Low Profile, ROPS cab</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Inside cab mounted sun visor</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Adjustable control console</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Fully adjustable, air ride suspension, Premium cloth covered seat with arm rests</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Sound suppression cab, 75db(A)</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Joystick steering</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Dome/Courtesy lights</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Heated Mirrors</td>
<td>YES</td>
<td></td>
</tr>
</tbody>
</table>

### SAFETY EQUIPMENT

<table>
<thead>
<tr>
<th>Feature</th>
<th>COMPLIANCE</th>
<th>MODEL ACTUAL and/or Dimensions</th>
</tr>
</thead>
<tbody>
<tr>
<td>SAE, Roll Over Protection System (ROPS) certified</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Seat belt, retractable, 3&quot;</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>MIOSHA approved sound suppression</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Reverse warning (back-up) alarm 90 dB(A) min.</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Mounting steps and safety hand holds</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Operator Presence System</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Integrated Back UP Camera</td>
<td>YES</td>
<td></td>
</tr>
</tbody>
</table>
16. **MISCELLANEOUS OPTIONS AND EQUIPMENT**

<table>
<thead>
<tr>
<th>Feature</th>
<th>COMPLIANCE</th>
<th>MODEL ACTUAL and/or Dimensions</th>
</tr>
</thead>
<tbody>
<tr>
<td>AM/FM Radio</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Heaviest duty cab heater and fan with pressurized cab</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>- list the BTU rating of the heater</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Air Conditioning</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Hydraulic moldboard side-shift</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Hydraulic tip control</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Blade Float</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Key locked engine compartment and cab</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Defroster Fans, front and rear</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Headliner mounted circulation fan w/ switch</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Front and rear window wipers and washers</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Intermittent</td>
<td>X</td>
<td>No</td>
</tr>
<tr>
<td>Lower front wipers and washers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Intermittent</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Tandem with unlocking differential</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Cab mounted turn signals w/ hazards (front &amp; rear)</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>(2) Two upper cab mounted headlights</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>(2) Two lower cab mounted headlights</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Cab mounted wing Floodlight</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Front facing and rear facing work lights</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Engine side panel mounted backup light</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Top Strobe light prefer green (1 ea.)</td>
<td>YES</td>
<td></td>
</tr>
</tbody>
</table>
Rear bumper with hitch and pin  
YES

Inside rear view mirror and outside mounted LH & RH west coast type mirrors  
YES

Air or Electric Horn  
YES

Air Dryer  
N/A

Protection group; including brake line covers, battery box protection, engine compartment air intake covers for winter use.  
YES

Front & Rear Fenders  
YES

Radiator screens for dust conditions  
YES

Engine Block Heater  
YES

18. HYDRAULIC SNOW WING
The Bidder shall include the complete furnishing and installation of an all hydraulic 12 foot Snow Wing, according to the following specifications which are equal to a Falls Series 2000-Henke Model AHW-12 or approved equal, (attach detailed specifications on wing). Alternate wing assemblies may be quoted as an option. Cable lift assemblies will not be accepted.

Structural components 50,000 psi high tensile steel  
YES

Moldboard length  
12'

Moldboard Height - 38" Outboard, 28" Inboard  
YES

Moldboard thickness, 3/16"  
YES

Cutting Edge Thickness, 0.625" x 8"  
YES

Benching Height  

Nylatron slide guides to protect moldboard wear  

COMPLIANCE (Y or N or NA)  MODEL ACTUAL and/or Dimensions
Telescoping, spring cushioned, adjustable push-bar

Float capability provided outboard & inboard

Positive & negative embankment sloping capability

Right side Controls

Entire wing assembly to be removable for off-season

LIST THE WEIGHT OF THE UNIT

__________________________________________________________

<table>
<thead>
<tr>
<th>COMPLIANCE</th>
<th>MODEL ACTUAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Y or N or NA)</td>
<td>and/or Dimensions</td>
</tr>
</tbody>
</table>

20. **MANUALS**

Provide one operator manual

Provide one service manual total

Provide one parts manual total

21. **PRE-DELIVERY SERVICE AND INSPECTION**

Provide manufacturers or dealers pre-delivery

Check-sheet with the service manager’s signature.

22. **WARRANTY (If Applicable)**

List manufacturer’s standard warranty on entire machine and power train. **Attach copy of warranty with bid.**

No warranty

*(NOTE: Additional warranty is available to purchase.)*

23. **REPAIR PARTS AND SERVICE**

Since the continuous operation of this motor grader is of the utmost importance and sometimes of an emergency nature, it is necessary that the successful bidder be in position to render prompt parts and service. The successful bidder shall maintain and/or have access to parts inventory within reasonable distance to Delta County. Said parts inventory shall be of sufficient size and variety to offer a level of parts availability of 95% within 48 hours from time of order by customer. Availability of normal maintenance items such as filters, vee belts, hydraulic lines, and hoses shall not exceed 24 hours. Bidder shall attach his proposed program for parts and ser
vice availability for evaluation

YES

24. DELIVERY

Delivered FOB,
City of Escanaba
Public Works
1715 Sheridan Road
Escanaba, Michigan 49829

Estimate Delivery Date: 9/30/18

25. TRAINING

Successful bidder shall provide @ no cost, 8 hours of on-site operator and/or mechanic training on the proper use, maintenance and service of the grader.

YES

26. OTHER DEALER FEATURES (Use this sheet to describe other features included.)
Bidder may provide information as to why their equipment is the most advantageous purchase for the City of Escanaba. Factors such as operating cost per hour may be provided. Attach additional sheet(s) with the proposal if needed.

'See Attached Sheet'

NOTE:

FABICK CAT is submitting a bid for a used 2011 CAT 120M All Wheel Drive Grader. This grader would come with a brand new set of 17.5R25 San Plus Tires and Rims. I have not included a spare rim and tire BUT we will include a set (4) 14R20 tires currently on the grader. Also, currently the warranty has expired on the used CAT 120M Awd being bid but, there is additional warranty available to purchase. There are a variety of warranty options that can be purchased if you choose.
BIDDER’S PROPOSAL

Date: 9/6/2018

We, the undersigned, agree to furnish the City of Escanaba, Michigan, ONE (1) USED GRADER, in accordance with the attached minimum specifications, which are part of this proposal, at the following price:

ONE (1) USED MOTOR GRADER  $173,000

<table>
<thead>
<tr>
<th>Make</th>
<th>CATERPILLAR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Model</td>
<td>120M ALL WHEEL DRIVE</td>
</tr>
<tr>
<td>Delivery Date</td>
<td>9/30/18 (POSSIBLY SOONER)</td>
</tr>
</tbody>
</table>

F.O.B: City of Escanaba, Escanaba, MI 49829

Certified Check, Cashier’s Check or Bidder’s Bond Enclosed in the Amount of $10% OF BID

Submitted By:

<table>
<thead>
<tr>
<th>Firm</th>
<th>FABICK CAT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>335 Hwy 41 / P.O. Box 638, MARQUETTE, MICHIGAN 49855</td>
</tr>
<tr>
<td>By (Signature)</td>
<td></td>
</tr>
<tr>
<td>Printed Name</td>
<td>JED KOSKI</td>
</tr>
<tr>
<td>Title</td>
<td>TERRITORY MANAGER</td>
</tr>
<tr>
<td>Phone</td>
<td>(906)458-5689</td>
</tr>
<tr>
<td>Fax</td>
<td>(906)475-4054</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:JED.KOSKI@FABICKCAT.COM">JED.KOSKI@FABICKCAT.COM</a></td>
</tr>
</tbody>
</table>

The City of Escanaba reserves the right to trade in, keep, offer for sale on sealed bids or whatever other disposal policy is deemed to be in the best interest of the City of Escanaba for this unit at the time of delivery for the new unit.
MEMORANDUM

August 27, 2018

TO: Patrick Jordan
INFO: Lisa Glish
FROM: Bob Becotte

SUBJECT: Items for September 6, 2018, City Council meeting

Please place the following items on the September 6 City Council agenda:

1. **Approval to purchase a used motor grader – Public Works**

   Bids were opened August 6, 2018 for a used motor grader for the Public Works department. Four bids were received. Enclosed is the record of bids, a comparison summary of the two low bids, the bidding documents of the two low bidders, and photos of the grader I am recommending for purchase, which is the John Deere 770GP. As the comparison summary illustrates, this grader is one year newer, has less hours, includes a warranty, and is substantially less cost than the second low bid. Public Works has inspected and operated both graders and they both meet all specifications.

   If approved, I would like to add a back-up camera for $1000. This would be done by the dealer and includes the camera and installation.

   I recommend the purchase of a 2012 John Deere 770GP motor grader in the amount of $150,945 from McCoy Construction & Forestry. This is a budgeted item and would be under budget.

2. **Approval of Cost Agreements with the MDOT for maintenance of traffic signals.**

   The Michigan Department of Transportation (MDOT) modernized five traffic signals in the city recently. The city currently has a cost sharing agreement with MDOT for these five signals (and two others). As a result of the modernization, the MDOT is requesting that the city execute updated maintenance cost agreements for these five signal locations. I have checked the percentage of MDOT/City share at each location and they are correct. These updated agreements would replace the current agreements. I recommend approval.
July 16, 2018

Patrick S. Jordan  
Escanaba City Manager  
City Hall  
410 Ludington Street  
Escanaba, MI 49829  
pjordan@escanaba.org

Dear Mr. Jordan:

RE: Cost Agreements for Traffic Signal Control –  
21021-01-005, 21021-01-006, 21022-01-001, 21031-01-003, 21022-01-008

The Michigan Department of Transportation asks that the city of Escanaba participate in the cost associated with maintenance as indicated on the enclosed cost agreements. Please electronically sign the cost agreement indicating that you are the billing or maintaining agent for the respective location.

Email the signed cost agreement to MDOT-Signal-Cost-Agreements@michigan.gov within five (14) business days.

If you have any questions, please contact me at 517-636-6108 or SmalleyE@michigan.gov.

Sincerely,

Erik Smalley

Erik M. Smalley, P.E.  
Engineer Manager, Traffic Signal Design  
Operations Field Services Division

Enclosures
LOCATION Modernization Traffic Signal
US-2/US-41 (LUDINGTON) @ 30TH ST
ESCANABA Delta

* Under authority of state law and by virtue of resolutions formally adopted by their respective governing bodies (and herein submitted), the undersigned hereby agree to participate in the cost of installation, maintenance and operation of the above traffic signal control on the basis of the division of costs as determined by the provision of applicable statutes. Details of installation are as shown on attached Michigan Department of Transportation plan dated 10/30/2017. Title to equipment shall remain with the purchasing agency, and the proper credit of salvaged value shall be issued to all parties upon removal of the equipment, in proportion to their share of original cost.

Cancels and Supersedes All Previous Cost Agreements

<table>
<thead>
<tr>
<th>AGENCY</th>
<th>(BY CONTRACT)</th>
<th>INSTALLATION</th>
<th>MAINTENANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept of Transportation 21021</td>
<td>0 %</td>
<td>50 %</td>
<td>$600</td>
</tr>
<tr>
<td>ESCANABA City</td>
<td>0 %</td>
<td>50 %</td>
<td>$600</td>
</tr>
</tbody>
</table>

Total 0 % 100 % $1,200

It is further agreed that the agency responsible for handling bills and/or leased line interconnection billings shall be MDOT.

It is further agreed that the agency responsible for performing signal maintenance type D shall be MDOT.

---

**PARTICIPATION**

**AGENCY**
- Dept of Transportation 21021
- ESCANABA City

**INSTALLATION**
- **Estimated Cost**
  - Dept of Transportation 21021: 0 %
  - ESCANABA City: 0 %
- **Estimated Annual Cost**
  - Dept of Transportation 21021: $600
  - ESCANABA City: $600
  - Total: $1,200

**MAINTENANCE**
- **Estimated Cost**
  - Dept of Transportation 21021: 50 %
  - ESCANABA City: 50 %

---

**APPROVED:**

City of ESCANABA

**APPROVED:**

Date

By

(Title of Authorized Official)

Date

By

(Title of Authorized Official)

**APPROVED:**

Date

By

(Title of Authorized Official)

**APPROVED:**

Date

By

(Title of Authorized Official)

**APPROVED:**

Date

By

(Title of Authorized Official)

**APPROVED:**

Date

By

(Title of Authorized Official)

For Michigan Department of Transportation use ONLY.

**APPROVED:**

Date

By

Engineer of Operations

SIGNED:

MICHIGAN DEPARTMENT OF TRANSPORTATION

Date

By

Deputy Director, Field Services

Date

(See Reverse Side for an Outline of Policy)
OUTLINE OF POLICY RELATING TO DIVISION OF MAINTENANCE COSTS FOR TRAFFIC SIGNALS

The "Maintenance Cost Agreement for Traffic Signal Controls" between the Michigan Department of Transportation and the county, township, city or village is based on the following policy:

1. The percentage of expense shall be divided on the basis of number of signalized directions. For instance, in the case of a four-legged intersection of which two state trunk line legs are both signalized and only one of the two county legs is signalized, 66-2/3% shall apply to the state trunk line and 33-1/3% to the county road.

2. A divided highway shall be considered the same as a two-way undivided highway.

3. The signalized direction for pedestrians shall be treated in the same manner as signalized vehicular direction.

4. In case of a contract municipality, the municipal share of expense shall include percentages for signalized directions on municipal streets, plus the municipal maintenance contract percentage of the share allocated to the signalized directions on state trunk lines.

5. In case of a signal being located at the intersection of two or more state trunk line maintenance sections, the "Trunk Line Share" shall be allocated to that maintenance section which extends in the north direction. If none extends in the north direction, then to the first leg encountered starting from the north and progressing in a clockwise direction.

OUTLINE OF POLICY RELATING TO DIVISION OF MAINTENANCE COSTS FOR ELECTRICAL SCHOOL SIGNS

The "Maintenance Cost Agreement for Traffic Signal Controls" between the Michigan Department of Transportation and the county, township, city or village is based on the following policy:

1. The Michigan Department of Transportation shall pay the entire cost of mechanical and routine maintenance, and the cost of energy billings.

---

EXPLANATION OF CODE FOR "TYPE OF INSTALLATION"

SAMPLE 1 - 4W - 3C - S - A
         1  2  3  4  5

Explanation

1. The number of heads of each particular type of unit.
2. The number of signalized ways in the unit - (4 ways).
3. The number of colors facing in each direction - (3 colors).
4. How signal is supported: S-Span Suspension, M-Mast Arm, B-Bracket, P-Post or pedestal.
5. Solid or adjustable heads: S-Solid, A-Adjustable.

A pedestrian signal on a pedestal is designated by: 1-1W-2C-P-A.
A pedestrian signal on a pole is designated by: 1-1W-2C-B-A.

EXPLANATION OF MDOT PLAN NUMBER

SAMPLE 65032 - 01 - 001
         1  2  3

Explanation

1. Control section number.
2. Type of operation. (01-Stop and Go; 02-Flasher; 03-Keep Right Sign; 04-School Speed Limit; 05-School Flasher; 06-Street Lighting; 07-Illuminated Sign; 08-Emergency Traffic Signal; 09-Misc.).
3. Assigned number within a control section.
LOCATION  Modernization  Traffic Signal
US2, US41 @ 26TH AVE
ESCANABA

* Under authority of state law and by virtue of resolutions formally adopted by their respective governing bodies (and herein submitted), the undersigned hereby agree to participate in the cost of installation, maintenance and operation of the above traffic signal control on the basis of the division of costs as determined by the provision of applicable statutes. Details of installation are as shown on attached Michigan Department of Transportation plan dated 10/3/2017.
Title to equipment shall remain with the purchasing agency, and the proper credit of salvaged value shall be issued to all parties upon removal of the equipment, in proportion to their share of original cost.
Cancels and Supersedes All Previous Cost Agreements

PARTICIPATION

<table>
<thead>
<tr>
<th>AGENCY</th>
<th>(BY CONTRACT)</th>
<th>INSTALLATION</th>
<th>MAINTENANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept of Transportation 21021</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ESCANABA City</td>
<td>0 %</td>
<td>50 %</td>
<td>$588</td>
</tr>
<tr>
<td>Total</td>
<td>0 %</td>
<td>100 %</td>
<td>$1,176</td>
</tr>
</tbody>
</table>

It is further agreed that the agency responsible for handling bills and/or leased line interconnection billings shall be MDOT.
It is further agreed that the agency responsible for performing signal maintenance type D shall be MDOT.

For Michigan Department of Transportation use ONLY.

APPROVED:
City of ESCANABA
Date ______________________
By ______________________
(Title of Authorized Official)

APPROVED:
Date ______________________
By ______________________
(Title of Authorized Official)

APPROVED:
By ______________________
Engineer of Operations
Date ______________________

SIGNED:
MICHIGAN DEPARTMENT OF TRANSPORTATION
By ______________________
Deputy Director, Field Services
Date ______________________

* Two copies of resolution must be submitted with this form.
(See Reverse Side for an Outline of Policy)
OUTLINE OF POLICY RELATING TO DIVISION OF MAINTENANCE COSTS FOR TRAFFIC SIGNALS

The "Maintenance Cost Agreement for Traffic Signal Controls" between the Michigan Department of Transportation and the county, township, city or village is based on the following policy:

1. The percentage of expense shall be divided on the basis of number of signalized directions. For instance, in the case of a four-legged intersection of which two state trunk line legs are both signalized and only one of the two county legs is signalized, 66-2/3% shall apply to the state trunk line and 33-1/3% to the county road.

2. A divided highway shall be considered the same as a two-way undivided highway.

3. The signalized direction for pedestrians shall be treated in the same manner as signalized vehicular direction.

4. In case of a contract municipality, the municipal share of expense shall include percentages for signalized directions on municipal streets, plus the municipal maintenance contract percentage of the share allocated to the signalized directions on state trunk lines.

5. In case of a signal being located at the intersection of two or more state trunk line maintenance sections, the "Trunk Line Share" shall be allocated to that maintenance section which extends in the north direction. If none extends in the north direction, then to the first leg encountered starting from the north and progressing in a clockwise direction.

OUTLINE OF POLICY RELATING TO DIVISION OF MAINTENANCE COSTS FOR ELECTRICAL SCHOOL SIGNS

The "Maintenance Cost Agreement for Traffic Signal Controls" between the Michigan Department of Transportation and the county, township, city or village is based on the following policy:

1. The Michigan Department of Transportation shall pay the entire cost of mechanical and routine maintenance, and the cost of energy billings.

EXPLANATION OF CODE FOR "TYPE OF INSTALLATION"

<table>
<thead>
<tr>
<th>SAMPLE</th>
<th>1</th>
<th>2</th>
<th>3C</th>
<th>S</th>
<th>A</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
</tr>
</tbody>
</table>

Explanation

1. The number of heads of each particular type of unit.
2. The number of signalized ways in the unit - (4 ways).
3. The number of colors facing in each direction - (3 colors).
4. How signal is supported: S-Span Suspension, M-Mast Arm, B-Bracket, P-Post or pedestal.
5. Solid or adjustable heads: S-Solid, A-Adjustable.

A pedestrian signal on a pedestal is designated by: 1-1W-2C-P-A.
A pedestrian signal on a pole is designated by: 1-1W-2C-B-A.

EXPLANATION OF MDOT PLAN NUMBER

<table>
<thead>
<tr>
<th>SAMPLE</th>
<th>65032</th>
<th>01</th>
<th>001</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1</td>
<td>2</td>
<td>3</td>
</tr>
</tbody>
</table>

Explanation

1. Control section number.
2. Type of operation. (01-Stop and Go; 02-Flashing; 03-Keep Right Sign; 04-School Speed Limit; 05-School Flasher; 06-Street Lighting; 07-Illuminated Sign; 08-Emergency Traffic Signal; 09-Misc.).
3. Assigned number within a control section.
This Agreement Cancels and Supersedes All Previous Cost Agreements AND is terminable on thirty days notification by any party.

LOCATION Modernization Traffic Signal
US2, US41, M-15 (LINCOLN) @ US2, US41 (LUDINGTON)
ESCANABA Delta

Typed Date 02/06/2018
Work Auth No. 17635
MDOT Plan No. 21022-01-001
Installation Date

* Under authority of state law and by virtue of resolutions formally adopted by their respective governing bodies (and herein submitted), the undersigned hereby agree to participate in the cost of installation, maintenance and operation of the above traffic signal control on the basis of the division of costs as determined by the provision of applicable statutes. Details of installation are as shown on attached Michigan Department of Transportation plan dated 10/30/2017. Title to equipment shall remain with the purchasing agency, and the proper credit of salvaged value shall be issued to all parties upon removal of the equipment, in proportion to their share of original cost.

Cancels and Supersedes All Previous Cost Agreements

PARTICIPATION

<table>
<thead>
<tr>
<th>AGENCY</th>
<th>INSTALLATION</th>
<th>MAINTENANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(BY CONTRACT)</td>
<td>Estimated Per Cent</td>
</tr>
<tr>
<td>Dept of Transportation 21022</td>
<td>0 %</td>
<td>75 %</td>
</tr>
<tr>
<td>ESCANABA City</td>
<td>0 %</td>
<td>25 %</td>
</tr>
</tbody>
</table>

Total 0 % 100 % $1,440

It is further agreed that the agency responsible for handling bills and/or leased line interconnection billings shall be MDOT

It is further agreed that the agency responsible for performing signal maintenance type D shall be MDOT

For Michigan Department of Transportation use ONLY.

APPROVED:
City of ESCANABA
Date ________________________
By ____________________________
(Title of Authorized Official)

APPROVED:
Date ________________________
By ____________________________
(Title of Authorized Official)

APPROVED:
By ____________________________
Engineer of Operations
Date ____________________________

APPROVED:
Date ________________________
By ____________________________
(Title of Authorized Official)

APPROVED:
Date ________________________
By ____________________________
(Title of Authorized Official)

SIGNED:
MICHIGAN DEPARTMENT OF TRANSPORTATION
By ____________________________
Deputy Director, Field Services
Date ____________________________

* Two copies of resolution must be submitted with this form.
(See Reverse Side for an Outline of Policy)
OUTLINE OF POLICY RELATING TO DIVISION OF MAINTENANCE COSTS
FOR TRAFFIC SIGNALS

The "Maintenance Cost Agreement for Traffic Signal Controls" between the Michigan Department of Transportation and the county, township, city or village is based on the following policy:

1. The percentage of expense shall be divided on the basis of number of signalized directions. For instance, in the case of a four-legged intersection of which two state trunk line legs are both signalized and only one of the two county legs is signalized, 66-2/3% shall apply to the state trunk line and 33-1/3% to the county road.

2. A divided highway shall be considered the same as a two-way undivided highway.

3. The signalized direction for pedestrians shall be treated in the same manner as signalized vehicular direction.

4. In case of a contract municipality, the municipal share of expense shall include percentages for signalized directions on municipal streets, plus the municipal maintenance contract percentage of the share allocated to the signalized directions on state trunk lines.

5. In case of a signal being located at the intersection of two or more state trunk line maintenance sections, the "Trunk Line Share" shall be allocated to that maintenance section which extends in the north direction. If none extends in the north direction, then to the first leg encountered starting from the north and progressing in a clockwise direction.

OUTLINE OF POLICY RELATING TO DIVISION OF MAINTENANCE COSTS
FOR ELECTRICAL SCHOOL SIGNS

The "Maintenance Cost Agreement for Traffic Signal Controls" between the Michigan Department of Transportation and the county, township, city or village is based on the following policy:

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EXPLANATION OF CODE FOR "TYPE OF INSTALLATION"

<table>
<thead>
<tr>
<th>SAMPLE</th>
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</table>

Explanation

1. The number of heads of each particular type of unit.
2. The number of signalized ways in the unit - (4 ways).
3. The number of colors facing in each direction - (3 colors).
4. How signal is supported: S-Span Suspension, M-Mast Arm, B-Bracket, P-Post or pedestal.
5. Solid or adjustable heads: S-Solid, A-Adjustable.

A pedestrian signal on a pedestal is designated by: 1-1W-2C-P-A.
A pedestrian signal on a pole is designated by: 1-1W-2C-B-A.

EXPLANATION OF MDOT PLAN NUMBER

<table>
<thead>
<tr>
<th>SAMPLE</th>
<th>65032</th>
<th>01</th>
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Explanation

1. Control section number.
2. Type of operation. (01-Stop and Go; 02-Flashe; 03-Keep Right Sign; 04-School Speed Limit; 05-School Flasher; 06-Street Lighting; 07-Illuminated Sign; 08-Emergency Traffic Signal; 09-Misc.).
3. Assigned number within a control section.
CABLES TO BE USED
UNLESS SPECIFIED OTHERWISE

1. TRAFFIC SIGNAL CABLES ARE B1/18 W/28/24 W/250V
2. PEDONAL SIGNAL CABLES ARE B1/18-6/30-24 W/250V
3. PNEUMATIC CABLES ARE B1/18-6/30-25 W/250V
4. CELLULAR PHONE NETWORK CABLES ARE B1/18-6/30-25 W/250V
5. TRANSMISSION CABLES ARE B1/18-6/30-25 W/250V
6. WIRELESS CABLES ARE B1/18-6/30-25 W/250V
7. 7/0.8 X 3/0.8 MLS B1/18-6/30-24 W/250V CABLES ARE STONIE W/250V

NO SCALE
**LOCATION** Modernization Traffic Signal

**M35 (LINCOLN) @ 5TH AVE SOUTH**

**ESCANABA** Delta

* Under authority of state law and by virtue of resolutions formally adopted by their respective governing bodies (and herein submitted), the undersigned hereby agree to participate in the cost of installation, maintenance and operation of the above traffic signal control on the basis of the division of costs as determined by the provision of applicable statutes. Details of installation are as shown on attached Michigan Department of Transportation plan dated 10/30/2017. Title to equipment shall remain with the purchasing agency, and the proper credit of salvaged value shall be issued to all parties upon removal of the equipment, in proportion to their share of original cost.

Cancels and Supersedes All Previous Cost Agreements

### PARTICIPATION

<table>
<thead>
<tr>
<th>AGENCY</th>
<th>(BY CONTRACT)</th>
<th>INSTALLATION</th>
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<tr>
<td>Dept of Transportation 21031</td>
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<td>ESCANABA City</td>
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**Total** 0 % 100 % $1,056

It is further agreed that the agency responsible for handling bills and/or leased line interconnection billings shall be MDOT.

It is further agreed that the agency responsible for performing signal maintenance type D shall be MDOT.

---

**APPROVED:**

City of ESCANABA

Date ___________________

By ____________________

(Title of Authorized Official)

**APPROVED:**

Date ___________________

By ____________________

(Title of Authorized Official)

**APPROVED:**

Date ___________________

By ____________________

(Title of Authorized Official)

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(Title of Authorized Official)

**APPROVED:**

Date ___________________

By ____________________

(Title of Authorized Official)

**APPROVED:**

Date ___________________

By ____________________

Engineer of Operations

**SIGNED:**

MICHIGAN DEPARTMENT OF TRANSPORTATION

By ____________________

Deputy Director, Field Services

Date ___________________

---

* Two copies of resolution must be submitted with this form.

(See Reverse Side for an Outline of Policy)
OUTLINE OF POLICY RELATING TO DIVISION OF MAINTENANCE COSTS
FOR TRAFFIC SIGNALS

The "Maintenance Cost Agreement for Traffic Signal Controls" between the Michigan Department of Transportation and the county, township, city or village is based on the following policy:

1. The percentage of expense shall be divided on the basis of number of signalized directions. For instance, in the case of a four-legged intersection of which two state trunk line legs are both signalized and only one of the two county legs is signalized, 66-2/3% shall apply to the state trunk line and 33-1/3% to the county road.

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OUTLINE OF POLICY RELATING TO DIVISION OF MAINTENANCE COSTS
FOR ELECTRICAL SCHOOL SIGNS

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1. The Michigan Department of Transportation shall pay the entire cost of mechanical and routine maintenance, and the cost of energy billings.

EXPLANATION OF CODE FOR "TYPE OF INSTALLATION"

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1. The number of heads of each particular type of unit.
2. The number of signalized ways in the unit - (4 ways).
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4. How signal is supported: S-Span Suspension, M-Mast Arm, B-Bracket, P-Post or pedestal.
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A pedestrian signal on a pedestal is designated by: 1-1W-2C-P-A.
A pedestrian signal on a pole is designated by: 1-1W-2C-B-A.

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Explanation

1. Control section number.
2. Type of operation. (01-Stop and Go; 02-Flasher; 03-Keep Right Sign; 04-School Speed Limit; 05-School Flasher; 06-Street Lighting; 07-Illuminated Sign; 08-Emergency Traffic Signal; 09-Misc.).
3. Assigned number within a control section.
This Agreement Cancels and Supersedes All Previous Cost Agreements AND is terminable on thirty days notice by any party.

LOCATION  Modernization  Traffic Signal
US2, US41, M35 (LINCOLN) @ 3RD AVE NORTH
ESCANABA  Delta

* Under authority of state law and by virtue of resolutions formally adopted by their respective governing bodies (and herein submitted), the undersigned hereby agree to participate in the cost of installation, maintenance and operation of the above traffic signal control on the basis of the division of costs as determined by the provision of applicable statutes. Details of installation are as shown on attached Michigan Department of Transportation plan dated 10/30/2017. Title to equipment shall remain with the purchasing agency, and the proper credit of salvaged value shall be issued to all parties upon removal of the equipment, in proportion to their share of original cost.

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<tr>
<td>ESCANABA</td>
<td>City</td>
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Total 0 % 100 % $1,176

It is further agreed that the agency responsible for handling bills and/or leased line interconnection billings shall be MDOT.

It is further agreed that the agency responsible for performing signal maintenance type D shall be MDOT.

For Michigan Department of Transportation use ONLY.

APPROVED:  
City of ESCANABA  
Date  

By  
(Title of Authorized Official)

APPROVED:  
Date  

By  
(Title of Authorized Official)

APPROVED:  
Date  

By  
Engineer of Operations

DATE  

SIGNED:  
MICHIGAN DEPARTMENT OF TRANSPORTATION  
By  
Deputy Director, Field Services

DATE  

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1. Control section number.
2. Type of operation. (01-Stop and Go; 02-Flasher; 03-Keep Right Sign; 04-School Speed Limit; 05-School Flasher; 06-Street Lighting; 07-Illuminated Sign; 08-Emergency Traffic Signal; 09-Misc.).
3. Assigned number within a control section.
MEMORANDUM

To: Patrick Jordan, City Manager

From: Blaine DeGrave, Planning & Zoning Director
       Ed Legault, DDA

Date: August 29, 2018

Re: Certified Grant Administrator – Façade Project

As a requirement by the Michigan Economic Development Corporation (MEDC), a third party administrator is being sought for the administration of activities and funds for the Escanaba Downtown 2018-19 Project. All such activities are covered expenses by the MEDC Grant fund.

A Request for Proposal (RFP) for these services was sent out on or about August 1, 2018 to prospective entities that qualified as possible candidates for the administration of the project. The proposal lists the activities or “scope of work” which would be covered during the process of the rehabilitation of the 4 façade projects in downtown Escanaba. These activities consist of, but are not limited to:

I. General Tasks
   A. Establish project files in the City of Escanaba’s office. These files must demonstrate compliance with all applicable state, local, and federal regulations. The project files must be monitored throughout the program to ensure that they are complete and that all necessary documentation is being retained in the City of Escanaba’s files.
   B. Assist city administration with conducting required public hearings and assist city administration with such things as public notices, presenting at hearings, securing hearing minutes and submitting documentation to the MEDC, etc.
   C. Prepare the Section 504 self-evaluation and transition plan, if applicable.
   D. Prepare one analysis of impediments to fair housing.
   E. Ensure all Citizen Participation Requirements are met.
   F. Assist the City of Escanaba in establishing and maintaining a Section 3 plan and appropriate reports.
   G. Prepare semi-annual progress reports for the City of Escanaba, which includes obtaining financial data from the Property Owner/Developer/Business and obtaining employment data from the Business, if needed.
   H. Prepare and submit for approval Community Development Block Grant Amendments as necessary and assist city administration with the conduct of public hearings, if required.
   I. Other general tasks as necessary, including but not limited to, coordinating and meeting with key players, preparing amendment requests for the City of Escanaba, and preparing environmental review amendments for the City of Escanaba’s review and approval and submission to the MEDC.

II. Financial Management
   A. Work closely with the City Controller in the preparation of the CDBG Requests for Payment. Ensure the submissions of the CDBG payment requests are consistent with established City and CDBG program procedures.
   B. Work closely with the City Controller to ensure that the City of Escanaba has an acceptable financial management system as it pertains to finances of the CDBG Program. An acceptable system includes, but
Is not limited to, cash receipts and disbursements journal and accompanying ledgers, and should conform to generally accepted principles of municipal accounting.

C. Make progress inspections and certify private investment.
D. Provide assistance as necessary to the City during annual audit of CDBG programs.

III. Environmental Review
A. Assist the City of Escanaba with determining the required level of environmental review and prepare the required paperwork.
B. Assist the City of Escanaba with amending the required environmental review, if scope changes.
C. Assist the City of Escanaba in providing documentation to ensure that project costs are not incurred until after the completion of the environmental review and authorization from the MEDC.

IV. Relocation
A. Assist the City of Escanaba in complying with regulations governing relocation of persons, including individuals and businesses.

V. Procurement
A. Establish and maintain Procurement Policies and files.
B. Assist the City Administration in preparing all RFPs/RFOs for any additional necessary professional services such as appraisal, architectural/engineering, legal and other services needed for projects.
C. Review and analyze proposals for qualifications, cost, and other factors.
D. Provide required procurement reports to and obtain approvals from MEDC as appropriate.
E. Maintain procurement records including selection process, advertisements, reasons for selections, minutes of bid openings, etc.
F. Maintain Section 3 file for each contract in excess of $100,000.
G. Provide annual Project DBE and other related procurement reports.

VI. Construction and Labor Compliance
A. Assist the Architect with the preparation of bid documents as needed and ensure the bidding process is consistent with state and federal regulations.
B. Secure the Department of Labor’s federal wage decision and include it in the bid documents.
C. Assist the Architect with the preparation of construction contracts so they comply with state and federal regulations. Examples are Conflict of Interest, Access to Records, Copeland Anti-Kickback Act, Safety Standards, Architectural Barriers, Flood Insurance, Clean Air and Water Act (for contracts over $100,000), HUD Handbook (6500.3), 24 CFR 85.36, Section 3, Section 109, Title VI, Civil Rights Act, EO 11246 (for contracts over $10,000), Section 503, etc.
D. Obtain contractor clearance(s).
E. Receive and review weekly payrolls from contractor(s) and complete the Payroll Review Worksheet to ensure compliance with federal wage decision(s). Conduct on-site interviews and compare the results with the appropriate payrolls. Submit reviews of Weekly Payrolls and On-Site Interviews to MEDC representative.
F. Monitor construction to ensure compliance with equal opportunity and labor standards provisions.
G. Obtain from project engineer/project architect copies of necessary permits and inspection reports for the files.
H. Receive from contractor and subcontractors required Section 3, DBE and other contractor and subcontractor reports.

VII. Monitoring and Close Out
A. Attend and assist the City of Escanaba during the MEDC’s monitoring visit(s). Prepare the City of Escanaba’s response to all monitoring findings.
B. Prepare close-out documents.
C. Conduct and document Performance Public Hearing as required.
Two proposals were received from CUPPAD Regional Commission and Northern Consultants. Based on the scoring index included in the RFP, CUPPAD Regional Commission scored the highest.

STAFF RECOMMENDATION: The staff of the City of Escanaba recommends that the City/DDA enter into a contract agreement with CUPPAD Regional Commission for the administration of the Escanaba Downtown Façade 2018-19 Project with expenses to be covered by funds from the Michigan Economic Development Corporation (MEDC).

Please see the attached compliance documents which must be filed with the MEDC once approved by the City Council.

ATTACHMENTS
1. Submitted bids
2. Bid scoring sheets
3. Proposed CGA contract between CUPPAD and the City
August 2, 2018

City of Escanaba
410 Ludington Street
Escanaba, MI 49829

RE: Escanaba Downtown Façade 2018

The CUPPAD Regional Commission is pleased to submit this proposal for assisting the city of Escanaba in administering its proposed Downtown Façade 2018 project. Our quoted fix price sum of $31,000 is based on roughly 517 hours of service to the city.

We look forward to working with the city in this endeavor.

Sincerely,

[Signature]

Peter Van Steen
Certified Grant Administrator
PROPOSAL FOR
CERTIFIED GRANT ADMINISTRATOR
“Downtown Escanaba Façade 2018”

The CUPPAD Regional Commission is pleased to submit this proposal for management and administrative services to the City of Escanaba “Downtown Escanaba Façade 2018” project.

Statement of Qualifications

The Commission was organized in 1968 under the provisions of Act 281, P.A. of 1945. The CUPPAD Regional Commission was designated an Economic Development District in 1970. The Commission has its office in Escanaba at the Delta County Service Center. The Commission has provided technical assistance with CDBG projects to member units since the establishment of the CDBG Small Cities program.

Peter Van Steen has successfully completed the Michigan Community Development Block Grant (CDBG) Certified Grant Administrator’s training program. Other Commission staff will assist Peter Van Steen as needed with project activities.

Peter Van Steen’s prior CDBG experience:

- City of Escanaba Flats on Ludington (current)
- Alger County UP Rail Study (current)
- City of Negaunee Downtown Façade Improvement (current)
- City of Escanaba Façade Grant (2017)
- City of Escanaba Market Place- Farmer’s Market (2017)
- City of Menominee Lloyd IL Blight Elimination (2017)
- Michigamme Township Downtown Infrastructure Grant- streetscape project (2015)
- City of Ishpeming Downtown Infrastructure Grant- downtown streetscape (2015)
- Maple Ridge Township Urgent Need- deep freeze (2015)
- City of Negaunee Urgent Need- deep freeze (2015)
- City of Manistique Downtown Infrastructure Grant- paving and waterline (2013)
- City of Norway Downtown Infrastructure Grant- paving of parking lots and improvements (2013)
- Northern Initiatives CDBG revolving loan projects environmental reviews (2015- current)
- Environmental reviews for City of Munising Urgent Need Deep Freeze, City of Negaunee Urgent Need
Deep Freeze, City of Gladstone Urgent Need Deep Freeze, and City of Escanaba Urgent Need Deep Freeze (2014)

Fixed Sum Amount

The fixed sum amount for overall program administration costs associated with the “Downtown Escanaba Façade 2018” is $31,000. The fixed sum amount is based on 517 hours for all identified tasks at $60.00 per hour. The $60.00 per hour is the rate charged to member units. The rate includes all associated travel, material and personnel costs, including fringe benefits.

Scope of services to be provided are:

1. General Tasks
A. Establish project files in the City of Escanaba's office. These files must demonstrate compliance with all applicable state, local, and federal regulations. The project files must be monitored throughout the program to ensure that they are complete, and that all necessary documentation is being retained in the City of Escanaba's files.

B. Assist city administration with conducting required public hearings and assist city administration with such things as public notices, presenting at hearings, securing hearing minutes and submitting documentation to the MEDC, etc.

C. Prepare the Section 504 self-evaluation and transition plan, if applicable.

D. Prepare one analysis of impediments to fair housing.

E. Ensure all Citizen Participation Requirements are met.

F. Assist the City of Escanaba in establishing and maintaining a Section 3 plan and appropriate reports.

G. Prepare semi-annual progress reports for the City of Escanaba, which includes obtaining financial data from the Property Owner/Developer/Business and obtaining employment data from the Business, if needed.

H. Prepare and submit for approval Community Development Block Grant Amendments as necessary and assist city administration with the conduct of public hearings, if required.

I. Other general tasks as necessary, including but not limited to, coordinating and meeting with key players, preparing amendment requests for the City of Escanaba, and preparing environmental review amendments for the City of Escanaba's review and approval and submission to the MEDC.

**Total estimated hours for General Tasks: 30 hours**

II. Financial Management

A. Work closely with the City Controller in the preparation of the CDBG Requests for Payment. Ensure the submissions of the CDBG payment requests are consistent with established City and CDBG program procedures.

B. Work closely with the City Controller to ensure that the City of Escanaba has an acceptable financial management system as it pertains to finances of the CDBG Program. An acceptable system includes, but is not limited to, cash receipts and disbursements journal and accompanying ledgers, and should conform to generally accepted principles of municipal accounting.

C. Make progress inspections and certify private investment.

D. Provide assistance as necessary to the City during annual audit of CDBG programs.

**Total estimated hours for Financial Management: 90 hours**

III. Environmental Review

A. Assist the City of Escanaba with determining the required level of environmental review and prepare the required paperwork.

B. Assist the City of Escanaba with amending the required environmental review, if scope changes.

C. Assist the City of Escanaba in providing documentation to ensure that project costs are not incurred until after the completion of the environmental review and authorization from the MEDC.

**Total estimated hours for Environmental Review: 34 hours**

IV. Relocation

A. Assist the City of Escanaba in complying with regulations governing relocation of persons, including individuals and businesses.

**Total estimated hours for Relocation: 20 hours**

V. Procurement

A. Establish and maintain Procurement Policies and files.
B. Assist the City Administration in preparing all RFPs/RFPs for any additional necessary professional services such as appraisal, architectural/engineering, legal and other services needed for projects

C. Review and analyze proposals for qualifications, cost, and other factors.

D. Provide required procurement reports to and obtain approvals from MEDC as appropriate.

E. Maintain procurement records including selection process, advertisements, reasons for selections, minutes of bid openings, etc.

F. Maintain Section 3 file for each contract in excess of $100,000.

G. Provide annual Project DBE and other related procurement reports.

**Total estimated hours for Procurement: 28 hours**

VI. Construction and Labor Compliance

A. Assist the Architect with the preparation of bid documents as needed and ensure the bidding process is consistent with state and federal regulations.

B. Secure the Department of Labor’s federal wage decision and include it in the bid documents.

C. Assist the Architect with the preparation of construction contracts so they comply with state and federal regulations. Examples are Conflict of Interest, Access to Records, Copeland Anti-Kickback Act, Safety Standards, Architectural Barriers, Flood Insurance, Clean Air and Water Act (for contracts over $100,000), HUD Handbook (6500.3), 24 CFR 85.36, Section 3, Section 109, Title VI, Civil Rights Act, EO 11246 (for contracts over $10,000), Section 503, etc.

D. Obtain contractor clearance(s).

E. Receive and review weekly payrolls from contractor(s) and complete the Payroll Review Worksheet to ensure compliance with federal wage decision(s). Conduct on-site interviews and compare the results with the appropriate payrolls. Submit reviews of Weekly Payrolls and On-Site Interviews to MEDC representative.

F. Monitor construction to ensure compliance with equal opportunity and labor standards provisions.

G. Obtain from project engineer/project architect copies of necessary permits and inspection reports for the files.

H. Receive from contractor and subcontractors required Section 3, DBE and other contractor and subcontractor reports.

**Total estimated hours for Construction and Labor Compliance: 290 hours**

VII. Monitoring and Close Out

A. Attend and assist the City of Escanaba during the MEDC’s monitoring visit(s). Prepare the City of Escanaba’s response to all monitoring findings.

B. Prepare close-out documents.

C. Conduct and document Performance Public Hearing as required.

**Total estimated hours for Monitoring and Close Out: 25 hours**

Submitted by [Signature]

Peter Van Steen
Certified Grant Administrator

Date: August 2, 2018

Peter Van Steen
CUPPAD Regional Commission
2950 College Avenue
Escanaba, MI 49829
Phone: 906.786.9234 Fax: 248.579.9095
Northern Consultants Inc
209 Montezuma Street, Hancock, MI
49930
Crissy Gerhart, CGA

Proposal for the Grant Administration for the
2018 City of ESCANABA
MEDC CDBG Project

CITY OF ESCANABA - CDBG
ADMINISTRATIVE CONSULTANT
PROPOSAL

AUGUST 14, 2018 4:00 p.m.

CITY OF ESCANABA
410 LUDINGTON STREET
PO BOX 948
ESCANABA, MI 49829

bdegrave@escanaba.org
Proposal for the Grant Administration for the
2018 City of Escanaba
MEDC CDBG Project

Business Organization

Northern Consultants, Inc.
209 Montezuma Street, Hancock, Michigan 49930
NCI was incorporated on May 1, 1991 under the laws of the State of Michigan
NCI is a woman-owned business.
NCI is a Section 3 business.

Key Personal

The key personal for the project consists of the entire staff/consultants of Northern Consultants Inc:

**Crissy Gerhart** - MEDC CDBG Certified grant administrator CGA, Business Program Manage project compliance, registered Nurse, MTU, Finlandia University.

**Bruce Johnson** - Revitalize LLC - resume to follow

**Kimberly K Carter** - Carter Consulting LLC - resume to follow, Woman Owned Business

**Bryan Dryer** - ETC - resume to follow

Capacity to Perform Work

The acquisition and administration of MSHDA/MEDC- CDBG, NSP and HOME funded housing grants in Houghton and Keweenaw Counties has been the primary business of Northern Consultants Inc (NCI) since it began in 1992.

NCI has successfully administered over 35 MSHDA CDBG housing grants for local communities in Houghton and Keweenaw Counties. (Summary to follow)

NCI recently completed its first MEDC Rental Rehab grant for the City of Hancock.
Authorized Negotiator
Crissy W. Gerhart, Project Manager, is the authorized negotiator for:
Northern Consultants, Inc.
209 Montezuma Street, Hancock, Michigan 49930
Phone # 906 482-5000, fax 877 393-5005, email: crissy@northernconsultants.com

Thank you for the opportunity to submit this proposal.
I look forward to working with the City of Escanaba on this important program.

Sincerely,

Crissy Gerhart
Northern Consultants Inc
This RFP will remain valid for 120 days.
The proposed not to exceed fee: $28,960.00

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An hourly rate, including fringe benefits plus travel and material costs, if applicable; $80.00. The hours are only estimates. Not to exceed price is listed.
PART ONE: SCOPE

The scope of services that the consultant(s) will be prepared and qualified to provide are as follows:

I. General Tasks
   A. Establish project files in the City of Escanaba’s office. These files must demonstrate compliance with all applicable state, local, and federal regulations. The project files must be monitored throughout the program to ensure that they are complete and that all necessary documentation is being retained in the City of Escanaba’s files.
   B. Assist city administration with conducting required public hearings and assist city administration with such things as public notices, presenting at hearings, securing hearing minutes and submitting documentation to the MEDC, etc.
   C. Prepare the Section 504 self-evaluation and transition plan, if applicable.
   D. Prepare one analysis of impediments to fair housing.
   E. Ensure all Citizen Participation Requirements are met.
   F. Assist the City of Escanaba in establishing and maintaining a Section 3 plan and appropriate reports.
   G. Prepare semi-annual progress reports for the City of Escanaba, which includes obtaining financial data from the Property Owner/Developer/Business and obtaining employment data from the Business, if needed.
   H. Prepare and submit for approval Community Development Block Grant Amendments as necessary and assist city administration with the conduct of public hearings, if required.
   I. Other general tasks as necessary, including but not limited to, coordinating and meeting with key players, preparing amendment requests for the City of Escanaba, and preparing environmental review amendments for the City of Escanaba’s review and approval and submission to the MEDC.

   Total estimated hours for General Tasks: 50

III. Financial Management
   A. Work closely with the City Controller in the preparation of the CDBG Requests for Payment. Ensure the submissions of the CDBG payment requests are consistent with established City and CDBG program procedures.
   B. Work closely with the City Controller to ensure that the City of Escanaba has an acceptable financial management system as it pertains to finances of the CDBG Program. An acceptable system includes, but is not limited to, cash receipts and disbursements journal and accompanying ledgers, and should conform to generally accepted principles of municipal accounting.
   C. Make progress inspections and certify private investment.
   D. Provide assistance as necessary to the City during annual audit of CDBG programs.

   Total estimated hours for Financial Management: 60

IV. Environmental Review
   A. Assist the City of Escanaba with determining the required level of environmental review and prepare the required paperwork.
   B. Assist the City of Escanaba with amending the required environmental review, if scope changes.
   C. Assist the City of Escanaba in providing documentation to ensure that project costs are not incurred until after the completion of the environmental review and authorization from the MEDC.

   Total estimated hours for Environmental Review: 40
V. Relocation
A. Assist the City of Escanaba in complying with regulations governing relocation of persons, including individuals and businesses.

Total estimated hours for Relocation: 8

VI. Procurement
A. Establish and maintain Procurement Policies and files.
B. Assist the City Administration in preparing all RFPs/RFOs for any additional necessary professional services such as appraisal, architectural/engineering, legal and other services needed for projects.
C. Review and analyze proposals for qualifications, cost, and other factors.
D. Provide required procurement reports to and obtain approvals from MEDC as appropriate.
E. Maintain procurement records including selection process, advertisements, reasons for selections, minutes of bid openings, etc.
F. Maintain Section 3 file for each contract in excess of $100,000.
G. Provide annual Project DBE and other related procurement reports.

Total estimated hours for Procurement: 40

VII. Construction and Labor Compliance
A. Assist the Architect with the preparation of bid documents as needed and ensure the bidding process is consistent with state and federal regulations.
B. Secure the Department of Labor’s federal wage decision and include it in the bid documents.
C. Assist the Architect with the preparation of construction contracts so they comply with state and federal regulations. Examples are Conflict of Interest, Access to Records, Code and Anti-Kickback Act, Safety Standards, Architectural Barriers, Flood Insurance, Clean Air and Water Act (for contracts over $100,000), HUD Handbook (6500.3), 24 CFR 85.36, Section 3, Section 109, Title VI, Civil Rights Act, EO 11246 (for contracts over $10,000), Section 503, etc.
D. Obtain contractor clearance(s).
E. Receive and review weekly payrolls from contractor(s) and complete the Payroll Review Worksheet to ensure compliance with federal wage decision(s). Conduct on-site interviews and compare the results with the appropriate payrolls. Submit reviews of Weekly Payrolls and On-Site Interviews to MEDC representative.
F. Monitor construction to ensure compliance with equal opportunity and labor standards provisions.
G. Obtain from project engineer/project architect copies of necessary permits and inspection reports for the files.
H. Receive from contractor and subcontractors required Section 3, DBE and other contractor and subcontractor reports.

Total estimated hours for Construction and Labor Compliance: 144

VIII. Monitoring and Close Out
A. Attend and assist the City of Escanaba during the MEDC’s monitoring visit(s). Prepare the City of Escanaba’s response to all monitoring findings.
B. Prepare close-out documents.
C. Conduct and document Performance Public Hearing as required.
THIRD PARTY ADMINISTRATION PROPOSAL DEFINING SCORING CONSIDERATIONS:

1. The Firm/consultant understands and clearly articulates the complexity of CDBG grant administration. Fully understands complexity of CDBG grants: The CGA's who will be working on this project are very experienced and fully understand the complexity and have done so on previous project — see Company/CGA experience: Northern Consultants Inc, Revitalize LLC, Carter Consulting LLC and Environmental Testing and Consulting.

2. Firm's/consultant's experience in administering CDBG projects during the last four calendar years; Together the CGA's have administered more than 5 CDBG projects in the last 5 calendar years.

3. Length of time the business or consultant has been employed as a grant administrator: ACL, Revitalize LLC and Environmental Testing and Consulting have both been in business over 10 years.

4. Firm brings collaboration of experts in various fields:

   Firm brings 3 or more consultants to project: We bring 7+ experienced CGA's.

**Project Team**

- **Crispy Gehart**, (MEDC Certified Grant Administrator)
- **Bruce Johnston**, Revitalize LLC - Owner, (MEDC Certified Grant Administrator) - Manage all activities, work with City to assure their plans and desires are met, supervise all MEDC compliance requirements, direct contact for City, MEDC, and S/HPC. Over 35 years experience in the administration of federal funds.
- **Shanda Johnston**, Revitalize LLC - Owner - Quality Control - Review of contracts and documents to be utilized throughout project.
- **Mike Thompson**, (Spectacular Specifications, LLC owner) (MEDC Certified Grant Administrator) - construction oversight for compliance and Davis Bacon interviewer.
- **Kimberly Carter**, Carter Consulting LLC, Revitalize LLC, Administrative Assistant, (MEDC Certified Grant Administrator) - Lead in all MEDC compliance issues, environmental reviews, project documentation, preparer/keeper of the records for closeout/audit, reviewer of all Davis Bacon certified payrolls.
- **Paul Schlattman**, Revitalize LLC - Administrative Assistant, (MEDC Certified Grant Administrator) assists in all MEDC compliance issues, construction oversight for compliance and Davis Bacon Interviewer.
- **Bryan Dryer**, ETC (MEDC Certified Grant Administrator) Environmental Training and Testing

*Resumes included*

5. Firm is a certified Section 3 Business - Northern Consultants Inc is a Section 3 Business.

6. Firm is a Minority Business Enterprise - Northern Consultants Inc and Carter LLC and ETC are Woman Owned Businesses.

7. Proximity to Project – 161 miles
Revitalize, LLC Previous/Current Experience past 4 years

Below, please find the information requested in RFP. Letters of reference are available upon request.

- Marine City – Personal consultant to Tom and Kathy Vertin, helping secure funds from MEDC for a new Riverbank Hotel (Ribbon Cutting 10/25/16) 248-795-8425. Total project cost in the amount of $3,913,000, with approved CRP Grant dollars in the amount of $684,375. This project stems from various efforts with Federal, State and Local parties.

- Marshall – 15,000 sq. ft. historical building under renovation (75% complete) that will create 7 market rate units, 2 boutique hotel rooms and a new restaurant, utilizing MEDC/CDBG Blight Elimination and Job Creation funding. Also, seven (7) MSHDA rental rehab units are under construction in 3 buildings. Additionally, two (2) MSHDA RR units are complete and rented. All projects complete by 10/31/2017. The main contact for the City is Natalie Doan, Economic Development Director/Assistant City Manager, 323 W Michigan Ave., and Marshall MI 49068, 269-781-3986.

- Mason – The “Oracle” project (completed in 2015) renovated over 20,000 sq. ft. in two (2) blighted yet historical buildings in the downtown that created 800 sq. ft. of new commercial space for a thriving business and 10 market/affordable apartments. The “Vault” project created four (4) large market rate apartments above an existing cornerstone business downtown. The “Worman” project is under contract for 3 market rate units utilizing CDBG blight elimination funds. The main contact for the City is Deb Stuart, City Administrator, 201 W Ash St, Mason, MI 48854, 517-676-5165. (MSHDA and MEDC utilizing CDBG RR and Blight Elimination funds).

- Tecumseh – 9 Completed affordable/market rate rental rehab units (MSHDA/CDBG). The main contact with the city is Paula Beltz, Economic Development Director, 303 E Chicago Hrd, Tecumseh, MI 49286, 517-424-6603.

- Milan – East Main Street Development (completed in 2016) was the renovation of nearly 33,000 sq. ft. of five (5) historical buildings that encompassed an entire city block. Seven (7) commercial spaces were renovated and 15 affordable/market rate rental rehab units created. The main contact for the City is Jude Smith, City Manager, 147 Wabash, Milan, MI 48160, 734-439-1501. (MSHDA and MEDC, utilizing CDBG RR and CRP funding). Additionally, this was a Historic Tax Credit project.

- Milan – Historical Façade Restoration Project complete as part of above mentioned project.

- Owosso – 7 Completed affordable/market rate units, 2 units under construction (MSHDA/CDBG RR). The contact for these projects is Suan Montenegro, assistant City Manager/Director of Community Development, 989-725-0544.

- Hilldale – 2 Completed affordable/market rate rental rehab units completed in 2016 (MSHDA/CDBG RR). The main contact for the City is Mary Wollram, Economic Development Consultant 97 N Broad St., Hilldale, MI 48242, 517-337-6479.

- Carson City – 2 completed affordable/market rate rental rehab units in 2016 using (MSHDA/CDBG RR). The main contact for the City is Jean Southward, City Manager 123 E Main St., Carson City, MI 48811, 810-684-3515.
• Ionia – 4 affordable/market rate rental rehab units completed (MSHDA CDBG RE). The main contact for the City is Linda Curtis, DDA Director, 114 N Kidd St., Ionia, MI 48846, (616) 627-4170.

• Greenville - Historical Façade Restoration Project for 5 buildings in downtown Greenville. This project will start construction in Spring 2017. The main contact for the City is George Bosanic, 311 S Lafayette St., Greenville MI 48838, 616-754-6846. (MEDC/CDBG Façade funding).

• Alma – Maple Building - Historical renovation of 7,500 sq. ft. brick building that has created eight (8) units of affordable/market rate housing. Project received certificate of occupancy on December 28, 2016 and consists of MSHDA/CDBG RE funding. The main contact for the City is Aeric Ripley, Assistant City Manager, 526 Superior St. Alma, MI 48801, 989-463-8383.

• Howell – Historical Façade Restoration Project for 3 buildings in downtown Howell. This project was awarded to Revitalize, LLC in January 2017 and is starting in May 2017. The main contact for this project is Tim Schmidt, Community Development Director, 611 E. Grand River Ave. Howell, MI 48843, 517-546-3861.

• Three Rivers – Historical Restoration of 3 buildings to create new façade and commercial restaurant. This project was just awarded to Revitalize, LLC and will begin immediately. The main contact for this project is James Hissong, Community Development Coordinator, County of St. Joseph, 125 W. Main St., Centerville, MI 49032, 269-487-5633.

• Ionia County – Business Development project that will create 50 new jobs with a retail expansion surrounding the Harbuck Poultry farm. This project will not start until the end of 2017 with the majority of the work starting in the spring of 2018. The main contact for this project is Stephanie Fox, County Administrator, Ionia County, 100 W. Main St. Ionia, MI 48846, 616-527-5300.

• Owosco – The “344 Building” set to begin construction in July 2017 is over 17,000 sq. ft. of blighted yet historical building in the downtown that will create 8,000 sq. ft. of new commercial space for a thriving business and 11 market rate apartments. The contact for this project is Suzan Montenegro, assistant City Manager/Director of Community Development, 989-726-0544.

• Albion – The “Peabody Building” is set to begin construction in September 2017 and upon completion will create over 3,000 sq. ft. of commercial space and 4 market rate apartments on the 2nd and 3rd floor. It is also a Historical Tax Credit project that will preserve this 185 year old building. The contact for this project is Sheryl Mitchell, City Manager, City of Albion, 112 W. Cass St. 49224, 517-629-7172.

NOTE: For all projects that included MEDC funds or created more than 7 rental units, Davis-Bacon prevailing wage rate regulations were enforced. On all projects, Revitalize worked with the City, building owners, architects, code enforcement officials and other entities as required to assure the successful completion the project.
Crissy Woodward Gerhart
July 2018

Registrations:
MEDC CDBG CGA, Registered Nurse

Education:
Finlandia University – Hancock, MI
Associate Degree in Nursing, 1992

Michigan Technological University – Houghton, MI, 1990

MSHDA Administrative Trainings, (2010–2017) – Section 3, Conflict of Interest,
Environmental Review, Tenant Income Reporting, Asbestos Awareness,
Administrative Training

Michigan Association of Planning – Capital Improvement Program Training, 2-21-17

EPA RRP Certified, Real Estate Continuing Education Classes, Nursing Continuing
Education Classes.

Professional History:

Program Administrator

Northern Consultants, Inc., Hancock, MI (2000 – present)
209 Montezuma Street, Hancock, Michigan

Grant writing
Program administration (housing and recreation)
Office administration
OPAL compliance.
Land development
Creation of Site Condominium

Environmental Trainer, Administrative Assistant
Northern Environmental Consultants LLC, Hancock, MI (2006 – present)
209 Montezuma St, Hancock, Michigan

Grant writing and project administration
EPA RRP Trainer
Office administration

Limited Real Estate Appraiser

Residential appraisal assistant

Registered Nurse
Portage Health System, Hancock, MI (1993 – 1999)
Hospital nursing, critical care, outpatient surgery, ACLS Certified

Hospital nursing
QUALIFICATIONS

- Proven residential construction manager with solid technical knowledge
- Work experience on a variety of large scale site management/development and commercial construction projects
- Established relationship with a large network of local vendors, trade contractors, inspectors, administrators, etc.
- Extensive work on public/private funded projects in partnership with multiple municipalities and non-profits
- Experience in property acquisition and financing
- Proficient with Microsoft Office software
- Effective technical writing and communication skills
- Ability to adapt and learn quickly, translates to success in high production environments
- MRDC Certified Grant Administrator

EDUCATION

Graduate of Mason High School  June 1978

WORK EXPERIENCE

Ingham County Housing Commission  March 1980 - May 1985
Building Supervisor
- Perform all duties related to upkeep of 89 unit apartment complex including:
  - Preventative maintenance
  - Apartment turnover
  - Sub-contractor activities
  - Davis Bacon and prevailing wage documentation
  - Supervise all maintenance, custodial, and volunteer employees

Ingham County Housing Commission  May 1985 - September 30, 2012
Executive Director
- Perform all duties as designated by 5 member board including:
  - Manage day to day construction operations of multiple projects
  - Prepare detailed specifications, contracts, reports, designs etc.
  - Set-up and maintain accounting systems, establish and maintain lines of credit
  - Acquire, renovate, and manage income/investment properties
  - Supervise all County of Ingham CDBG and NSP grants including Homeowner Rehabilitation, Rental Rehabilitation, and NSP 1 with MSHDA
  - Work with federal and state governmental units including HUD, MSHDA, MRDC, SIPO, and NAHRO to assure that all low/moderate income residents of Ingham County that we serve received exceptional housing opportunities.

Revitaliz, LLC  April 2010 - Present
Owner/Operator
- Provide Certified Grant Administration to Cities in Michigan:
  - Perform all duties outlined by MSHDA, MEDC, Cities, etc.
  - Partner with City officials to prepare for grant process
  - Work with building owners and City to secure funding for projects
  - Prepare detailed specifications for bid
  - Insure fair and compliant bid process in the best interest of all parties
  - Partner with owner to manage construction process as required to comply with all rules and laws
  - Work as a partner with City to strategize on any and all Community Development needs.
  - Stay with all grant projects and provide compliance until project is closed.

References and Project List Available upon Request
Kimberly J. Carter
3045 Hull Road
Leslie, MI 49251
kim.revitalize@icloud.com
(517) 677-6827

Employment History:

Revitalize LLC
Mason, MI
11/2014-Present
Administrative Assistant
Duties include, but not limited to: General Administrative duties. Working with City administrators, State agencies, and owners/developers to create affordable housing in the across Michigan. File set up and management to accommodate State and Federal requirements. Conduct Environmental Reviews for recently approved applications. Review certified payroll and employee interviews to ensure compliance with State and Federal labor standards. Generate reports for the State of Michigan housing and economic departments. Investigate and ensure Section 3 compliance is met within the project. Create and maintain internal invoicing and employee records. Keep in constant contact with Cities, Contractors and Owners/Developers to ensure a successful project.

Excel Group
Coldwater, MI
12/2013-11/2014
Customer Service/Billing
Duties included; Customer service for a major utility company in Michigan. Taking payments. Setting up new accounts. Setting up service calls. Assisting with billing and account inquiries. Setting up payment arrangements. Guiding and directing low income/financial hardship customers to agencies for assistance. Ulysses certified.

VanEvery Trucking LLC
Tekonsha, MI
01/2013-12/2013
Office Manager
Duties included; Accounts Payable/Accounts Receivable. Creating estimates and converting to invoices upon delivery. Manage daily operations, and maintaining company records, Payroll, Human Resources, filing reports for IRS, IFTA, Highway Use Tax, and other related government reports. Invoicing and Account Management, and other relevant duties as needed. Some dispatcher when others are unavailable. Scheduling loads for pickup times and deliveries. Prepare reports from various resources. Month end reconciliations, with bank statements, and QuickBooks. Form corrective action resolutions for various areas of discrepancies.

A-1 Water Conditioning
Bronson, MI
09/2010-12/2012
Office Manager/Dispatcher
Duties included; Answering phones, scheduling service calls and new installations, manage and update customer accounts, accounts receivables, monthly statements, receiving products and general clerical.

SCCS Transport
Bronson, MI
01/2008-08/2010
Office Manager/Dispatcher

Interamerican Zinc
Coldwater, MI
05/2004 - 10/2007
Office Manager-HR, Payroll, Ship/Rec.
Duties included; Managing day to day operations. Calculating and entering hourly payroll, processing HR and Payroll reports for management, retaining HR records and assisting in employee relations, such as, garnishments, insurance issues, worker’s compensation claims and check processing, benefits processing including enrollment changes. Purchase office and plant items. Assisting in Invoice and Purchase Order matching, assist customers and vendors in AP/AR matters. Entering daily production and preparing for daily shipments and receipts. Assisted the implementation of the ISO 9000:2001 system. Scheduling shipments and receipts. Month end reconciliation of Sales and Purchases and their appropriate reports. Inventory Control, and replenishment.
Alchem Aluminum                Coldwater, MI          07/2001 - 2/2004
Receptionist
Answer multi line phone system, receiving visitors, receiving and distributing incoming mail and packages, assisted in
Purchasing department on entering Purchase Orders and Settlement matching at month end. Assisted and maintained
TS16649 S.O.P. System. Also, assisted in other areas as needed. Arranged food and supplies for meetings.

Education:
Bookkeeping/Computers Certificate                      Centreville, MI
Glenn Oakes Community College                          03/1990-05/1992

Skills and Abilities:
Proficient In Microsoft Word, Excel, Access, Oracle, AS400 and Enterprise and QuickBooks, SharePoint and Citrix. Also
worked with the ADP Payroll Processing System. Vast experience with most office machines. Internet literate. My
experience and knowledge allows me the ability to adapt to most business environments easily. I am organized, but
capable of multi-tasking. Motivated to learn new tasks. I enjoy working with and helping people. I am reliable and willing
to work a flexible schedule. Detail and accuracy oriented. I am dedicated and take pride in my work. Certified Grant
Administrator for the Michigan Economic Development Corporation (MEDC).

References:
Available upon Request
Bryan M. Dryer
331 W. Oliver Street
Owosso, MI 48867
(517)455.3448
Intwischa.bmd@gmail.com

Education:
Central Michigan University
B.S. in Design & Marketing (2001), Business Administration Minor

Position:
Executive Director (April 2017 – Present), The ETC Group
Western Regional Director (March 2016 – March 2017),
Training Services Manager (December 2009 – February 2016)

Responsibilities:
Management of day-to-day operations for environmental consulting company with
72 employees, 4 physical offices, and annual operating budget of $3,600,000.
Duties include, but are not limited to:
* Develop and deploy corporate strategic goals, and assign departmental
  objectives and resources in support of the same
* Crafting and implementing corporate policy and procedure; internal monitoring
  and support for the same
* Prepare, monitor, and execute special contract proposals, program applications,
  and competitive project bids for publicly funded environmental sites and services
* Prepare, track, and report on quarterly and annual financial budgets
* Liaison between corporate testing and project management operations and
  commercial, municipal, and non-profit clients to provide technical assistance,
  regulatory compliance, and consulting services
* Residential rehab standards training & consultation for HUD direct Community
  Development Block Grant recipients (City of Flint, City of Lansing, City of Grand
  Rapids, Oakland County, Genesee County)
* Professional and certification training of internal and program staff in HUD,
  MSHDA, EPA, and OSHA statutes and policies

Relevant Experience:
Technical Director (July 2008 - December 2009)
Historic Croswell Opera House (Adrian, MI)

* Managed all physical activities in Michigan's oldest continuously operating
  theater, including professional tour companies, in-house productions, fund
  raises, and community rentals
* Ongoing building operations and maintenance, including contractor monitoring
  and hiring, historic preservation efforts, and capital campaigns
* Management of facilities operating & project budgets (amounts vary annually)
* Volunteer recruitment & management of 50-75 volunteers annually
* Theatrical set designer and master carpenter; operation and maintenance of
  professional lighting and sound equipment
Executive Director (May 2005 – May 2007)
Owosso Community Players/Lebowsky Center (Owosso, MI)

*Management of annual operating & project budgets; organization and oversight of corporate and community fundraising efforts for the same
*Public relations liaison to community members, civic organizations, and other non-profit agencies on behalf of local performing arts non-profit [501(c)(3)]
*Grant writing & implementation, including a $150,000 capital improvement grant for new stage rigging and curtains
*Contract oversight, building maintenance and restoration/preservation management, including contractor hiring and monitoring
*Volunteer recruitment and retention of roughly 300 members annually

Certifications:

PROFESSIONAL CERTIFICATIONS/COMMENDATIONS
Michigan Economic Development Corporation (MEDC) Certified Community Development Block Grant (CDBG) Administrator (2015-Present)
Current Michigan Community Development Association (MCDA) Board Member
Michigan Housing Rehabilitation Specialists Network Board Member (2015 – Present; Chair Person 2017-Present)
Certified Lead-Safe Renovator (EPA, 2009-Present)
Licensed Lead Inspector/Risk Assessor (MDHHS), #P-03715
Certified in Lead Abatement Supervision (MDHHS, 2018)
Licensed Asbestos Inspector (MIOSHA), #A-40202

TRAINING ACCREDITATIONS
Accredited Trainer Provider for Lead-Related Licensing Disciplines (MDHHS)
Accredited Training Provider for Asbestos-Related Disciplines (Michigan OSHA)
EPA Accredited Instructor, RRP Initial & Refresher Course
Technical Assistance Provider (Michigan State Housing Development Authority)

References:

Justin Stadt, Code Compliance Official
City of Grand Rapids, Michigan
jstadt@grand-rapids.mi.us
(616)221-5572

Barbara Kimmel, Community Development Coordinator
City of Lansing, Michigan
Barb.kimmel@lansingmi.gov
(517)483-4053

James Copeland, Senior Compliance Officer
Michigan Department of Health and Human Services- Healthy Homes Section
copelandj3@michigan.gov
(269)217-7677
## Summary of MSHDA/MEDC Grants

Administered and/or Written by Northern Consultants, Inc

1994 – 2018: 24 years

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Total ALL: $11,637,759.45
5. A list of communities and contact information that the firm has (or currently) been under contract with for CDBG administration during the last four calendar years.

Selection will be made to the responsible consultant whose proposal will be most advantageous to the City of Escanaba.

THE CITY OF ESCANABA WILL UTILIZE THE FOLLOWING CRITERIA IN THE SELECTION PROCESS:

Lump Sum Cost:
The lowest responsible proposal will receive the maximum points. Other more expensive proposals will receive reduced points based on the following formula:

- Lowest: 10 points
- Second lowest: 7 points
- Third lowest: 5 points

$31,000

7 pts

CDBG Experience:
The firm's experience in successfully administering CDBG projects during the last five calendar years:

- Administered more than 5 CDBG projects: 10 points
- Administered 1-5 CDBG projects: 7 points
- Administered no CDBG projects: 5 points

10 pts

Firm in Business:
The length of time the firm has been business:

- Over 10 years: 10 points
- 5-10 years: 7 points
- Less than 5 years: 5 points

Over 10 years

10 pts

Proximity to Project:
The firm's proximity to the proposed project:

- 0-50 miles: 10 points
- 51-100 miles: 7 points
- 101+ miles: 5 points

0-50 miles

10 pts

37 pts
5. A list of communities and contact information that the firm has (or currently) been under contract with for CDBG administration during the last four calendar years.

Selection will be made to the responsible consultant whose proposal will be most advantageous to the City of Escanaba.

THE CITY OF ESCANABA WILL UTILIZE THE FOLLOWING CRITERIA IN THE SELECTION PROCESS:

Lump Sum Cost:
The lowest responsible proposal will receive the maximum points. Other more expensive proposals will receive reduced points based on the following formula:

- Lowest: 10 points
- Second lowest: 7 points
- Third lowest: 5 points

\$28,960

10 pts.

CDBG Experience
The firm's experience in successfully administering CDBG projects during the last five calendar years:

- Administered more than 5 CDBG projects: 10 points
- Administered 1-5 CDBG projects: 7 points
- Administered no CDBG projects: 5 points

5+ projects

10 pts.

Firm in Business
The length of time the firm has been business:

- Over 10 years: 10 points
- 5-10 years: 7 points
- Less than 5 years: 5 points

Over 10 yrs

10 pts.

Proximity to Project
The firm's proximity to the proposed project:

- 0-50 miles: 10 points
- 51-100 miles: 7 points
- Over 101+ miles: 5 points

101+ Miles

35 pts.
CONTRACT FOR CONSULTANT SERVICES

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CONSULTANT SERVICES

PART I -- AGREEMENT

This Agreement for professional services is by and between the City of Escanaba, State of Michigan (hereinafter called the "GRANTEE"), acting herein by Patrick Jordan, city manager, hereunto duly authorized, and the CHIPPAD Regional Commission organized pursuant to Act 281 P.A. 1945 (hereinafter called the "CONSULTANT"), acting herein by Joel Schultz, Executive Director, hereunto duly authorized;

WITNESSETH THAT:

WHEREAS, the GRANTEE has received funding under the State of Michigan, MEDC, CDBG Programs pursuant to Title I of the Housing and Community Development Act of 1974, as amended; and,

WHEREAS, the GRANTEE desires to engage the CONSULTANT to render certain technical assistance services in connection with its Community Development Program;

NOW, THEREFORE, the parties do mutually agree as follows:

1) Employment of CONSULTANT

The GRANTEE hereby agrees to engage the CONSULTANT, and the CONSULTANT hereby agrees to perform the Scope of Services set forth herein under the terms and conditions of this agreement.

2) Scope of Services

The CONSULTANT shall, in a satisfactory and proper manner, perform the services listed in Part III Scope of Services and Payment Schedule. Services in each of the work areas shall be performed under and at the direction of the chief elected official or their designated representative.

3) Time of Performance

The services of the CONSULTANT shall commence on August 17, 2018 and shall end on August 16, 2020. Such services shall be continued in such sequence as to assure their relevance to the purposes of this Agreement. All of the services required and performed hereunder shall not be completed until the GRANTEE has received notification of final close out from the MEDC.

Access to Information

It is agreed that all information, data, reports, records, and maps as are existing, available, and necessary for the carrying out of the work outlined above, shall be furnished to the CONSULTANT by the GRANTEE. No charge will be made to the CONSULTANT for such information, and the GRANTEE will cooperate with the CONSULTANT in every way possible to facilitate the performance of the work described in this contract.

4) Compensation and Method of Payment

CONSULTANT shall only be paid for services rendered under this agreement from funds allowed by the MEDC for administrative costs under the provisions of the grant awarded to the GRANTEE. Payment will be made only on approval of the GRANTEE.
The total amount of reimbursable costs to be paid CONSULTANT under this contract for program administration shall not exceed $31,000. CONSULTANT may not incur any costs in excess of this amount (except at its own risk) without the approval of the GRANTEE. CONSULTANT will only be paid for the time and effort needed to complete the actual scope of services required for this program, which may be less than the total amount above.

The CONSULTANT shall submit invoices to the GRANTEE for payment. Each invoice submitted shall identify the specific contract task(s) or sub-task(s) listed in Part III, Scope of Services for payment according to the appropriate method listed below:

a) **Cost Reimbursement:** For tasks lacking a definable work product and/or the CONSULTANT will not assume the risk for incurring the costs for a definable work product; cost reimbursement of labor, material and service costs, and allowable overhead. Each invoice shall itemize the: Direct labor hours by job classification; hourly rate by job classification, fringe benefits as either a percent direct labor cost or absolute dollar per hour amount; mileage and per diem required per task, and overhead as either a percent of direct costs or dollar amount per direct labor hour in accordance with the schedule of reimbursable costs listed in Part III Payment Schedule. Reimbursement for contracted services or materials shall include the vendor invoice(s) that identifies items by quantities and cost per unit.

b) **Lump Sum Price:** For tasks with a definable work product and the quantity required is certain and the contractor assumes the risk for all costs: a lump sum price. Each invoice submitted shall identify the specific contract task(s) listed as listed in Part III and the completed work product/deliverable for the agreed upon price and quantity listed in Part III Payment Schedule.

c) **Unit Price:** For tasks with a definable work product but the quantity is uncertain and the contractor assumes the risk for all costs: a unit price times the number of units completed for each billing. Each invoice submitted shall identify the specific contract task(s) listed as listed in Part III and the completed work product/deliverable for the agreed upon price listed in Part III Payment Schedule.

5) **Ownership Documents**

All documents, including original drawings, estimates, specifications, field notes, and data are the property of the Grantee. The CONSULTANT may retain reproducible copies of drawings and other documents.

6) **Professional Liability**

The CONSULTANT shall be responsible for the use of reasonable skills and care benefiting the profession in the preparation of the application and in the implementation of the CDBG Program.

7) **Indemnification**

The CONSULTANT shall comply with the requirements of all applicable laws, rules and regulations in connection with the services of the CONSULTANT, and shall exonerate, indemnify, and hold harmless the GRANTEE, its officers, agents, and all employees from and against them, and local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and Income Tax Laws. Further, the CONSULTANT shall exonerate, indemnify, and hold harmless the GRANTEE with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this contract by the CONSULTANT. This shall not be construed as a limitation of the CONSULTANT's liability under this Agreement or as otherwise provided by law.

8) **Terms and Conditions**

This Agreement is subject to the provisions titled, "Part II, Terms and Conditions" and "Part III Payment Schedule", consisting of eight pages, attached hereto and incorporated by reference heretofore.
9) **Address of Notices and Communications**

GRANTEE REPRESENTATIVE:  
Blaine De Grave  
Code Enforcement Officer  
410 Ludington Street  
Escanaba, MI 49829

CONSULTANT REPRESENTATIVE:  
Peter Van Steen  
CUPPAD Regional Commission  
2950 College Avenue  
Escanaba, MI 49829

10) **Captions**

Each paragraph of this Contract has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation or application.

11) **Authorization**

This Agreement is authorized by the City of Escanaba.

ATTEST:  

__________________________________________

City of Escanaba  
By:  
Patrick Jordan, city manager

Date:  

__________________________________________

CUPPAD Regional Commission  
By:  
Dotty LaJoye, Executive Director

Date:  

PART II – TERMS AND CONDITIONS

A. **TERMINATION OF CONTRACT FOR CAUSE.**

If, through any cause, the CONSULTANT shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the CONSULTANT shall violate any of the covenants, agreements, or stipulations of this Contract, the GRANTEE shall thereupon have the right to terminate this Contract by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the CONSULTANT under this Contract shall, at the option of the GRANTEE, become its property, the CONSULTANT shall be entitled to receive just, and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the GRANTEE for damages sustained by the GRANTEE by virtue of any breach of the Contract by the CONSULTANT, and the GRANTEE may withhold any payments to the CONSULTANT for the purpose of set-off until such time as the exact amount of damages due the GRANTEE from the CONSULTANT is determined.

This contract for overall program administration will be automatically terminated if the application(s) is not funded by the MEDC. CONSULTANT will not be entitled to any reimbursement for program administration either from the GRANTEE or the MEDC.
B. **TERMINATION FOR CONVENIENCE OF THE GRANTEE**

The GRANTEE may terminate this contract at any time by giving at least 10 days' notice in writing to the CONSULTANT. If the Contract is terminated by the GRANTEE as provided herein, the CONSULTANT will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the CONSULTANT, paragraph 1 hereof relative to termination shall apply.

This contract for overall program administration will be automatically terminated if the application(s) is not funded by the MEDC. CONSULTANT will not be entitled to any reimbursement for program administration either from the GRANTEE or the MEDC.

C. **CHANGES**

The GRANTEE may, from time to time, request changes in the scope of the services of the CONSULTANT to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONSULTANT's compensation, which are mutually agreed upon by and between the GRANTEE and the CONSULTANT, shall be incorporated in written amendments to this Contract. No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

D. **PERSONNEL**

a) The CONSULTANT represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the GRANTEE.

b) All of the services required hereunder will be performed by the CONSULTANT or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

c) None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the GRANTEE. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

E. **ASSIGNABILITY**

The CONSULTANT shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the GRANTEE thereto. Provided, however, that claims for money by the CONSULTANT from the GRANTEE under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the GRANTEE.

F. **REPORTS AND INFORMATION**

The CONSULTANT, at such times and in such forms as the Grantee may require, shall furnish the GRANTEE such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

G. **RECORDS AND AUDITS**

The CONSULTANT shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed...
necessary by the GRANTEE to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit or other financial reporting purposes to the GRANTEE or any authorized representative, and will be retained for five years after the MEDC has officially closed-out the CDBG Program unless permission to destroy them is granted by the GRANTEE.

H. FINDINGS CONFIDENTIAL

All of the reports, information, data, etc. prepared or assembled by the CONSULTANT under this Contract are confidential and the CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of the GRANTEE.

I. COPYRIGHT

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to CONSULTANT for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the GRANTEE and all such rights shall belong to the GRANTEE, and the GRANTEE shall be sole and exclusive entity who may exercise such rights.

J. COMPLIANCE WITH LOCAL LAWS

The CONSULTANT shall comply with all applicable laws, ordinances and codes of the state and local government, and the CONSULTANT shall hold the GRANTEE harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

K. CIVIL RIGHTS ACT OF 1964/EQUAL EMPLOYMENT OPPORTUNITY

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. During the performance of this Contract, the CONSULTANT agrees as follows:

a) The CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, handicap or familial status. The CONSULTANT will take affirmative steps to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, national origin, handicap or familial status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the GRANTEE setting forth the provisions of this non-discrimination clause.

b) The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT; state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, handicap or familial status.

c) The CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

d) The CONSULTANT will comply with all provisions of Presidential Executive Order 11246 (Executive Order 11246) of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

Michigan Economic Development Corporation
Revised December 2014
e) The CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the GRANTEE and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

f) In the event of the CONSULTANT's non-compliance with the equal opportunity clauses of this Agreement or with any such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONSULTANT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided by Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g) The CONSULTANT will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the GRANTEE may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the GRANTEE, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

L. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, or be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

M. "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

c) The CONSULTANT agrees to send to each labor organization or representative of workers with which the CONSULTANT has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CONSULTANT's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
The CONSULTANT agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The CONSULTANT will not subcontract with any subcontractor where the CONSULTANT has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

The CONSULTANT will certify that any vacant employment positions, including training positions, that are filled (1) after the CONSULTANT is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the CONSULTANT’s obligations under 24 CFR Part 135.

Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450a) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

N. INTEREST OF MEMBERS OF THE GRANTEE

No member of the governing body of the GRANTEE and no other officer, employee, or agent of the GRANTEE, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the CONSULTANT shall take appropriate steps to assure compliance.

O. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the CONSULTANT shall take appropriate steps to assure compliance.

P. INTEREST OF CONSULTANT AND EMPLOYEES

The CONSULTANT covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The CONSULTANT further covenants that in the performance of this Contract, no person having any such interest shall be employed.

Q. ACCESS TO RECORDS

The MECD grantor agency, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the CONSULTANT, which are directly pertinent to this specific contract for the purpose of audits, examinations, and making excerpts and transcriptions.

All records connected with this contract will be maintained in a central location by the unit of local government and will be maintained for a period of 5 years from the official date of close out of the grant by the MECD.
R. INSURANCE

- Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-:XL.
- This rating requirement shall be waived for Worker's Compensation coverage only.
- CONSULTANT's Insurance: The CONSULTANT shall not commence work under this contract until he has obtained all insurance required herein. Certificates of insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Michigan State agency. The CONSULTANT shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the CONSULTANT shall also submit copies of insurance policies for inspection and approval of the GRANTEE before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the GRANTEE and consented to by the GRANTEE in writing and the policies shall so provide.

- Compensation Insurance: Before any work is commenced, the CONSULTANT shall maintain during the life of the contract, Workers' Compensation Insurance for all of the CONSULTANT's employees employed at the site of the project. In case any work is sublet, the CONSULTANT shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the CONSULTANT. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the CONSULTANT shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

- Commercial General Liability Insurance: The CONSULTANT shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the GRANTEE, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the GRANTEE. Such insurance shall name the GRANTEE as additional insured for claims arising from or as the result of the operations of the CONSULTANT or his subcontractors. The amount of coverage for Commercial General Liability Insurance shall be combined single limits of $1,000,000.

- Insurance Covering Special Hazards: Special hazards as determined by the GRANTEE shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the CONSULTANT, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

- Licensed Motor Vehicles: The CONSULTANT shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of $1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed there under; unless such coverage is included in insurance elsewhere specified.

- Subcontractor's Insurance: The CONSULTANT shall require that any and all subcontractors, which are not protected under the CONSULTANT's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the CONSULTANT.

S. APPLICABLE LAW

This contract shall be governed by and interpreted in accordance with the laws of the State of Michigan. Venue of any action brought with regard to this contract shall be in the 47th District Court, County of Delta, State of Michigan.

T. SEVERABILITY

Michigan Economic Development Corporation
Revised December 2014
If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications, which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

U. COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

V. ENTIRE AGREEMENT & ORDER OF PRECEDENCE

This contract together with the Request For Proposal and CONSULTANT's proposal which are incorporated herein; shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the CONSULTANT's Proposal.

PART III - SCOPE OF SERVICES AND PAYMENT SCHEDULE

General Tasks Total estimated hours for General Tasks: 30 hours

- Establish project files in the City of Escanaba's office. These files must demonstrate compliance with all applicable state, local, and federal regulations. The project files must be monitored throughout the program to ensure that they are complete, and that all necessary documentation is being retained in the City of Escanaba's files.
- Assist city administration with conducting required public hearings and assist city administration with such things as public notices, presenting at hearings, securing hearing minutes and submitting documentation to the MEDC, etc.
- Prepare the Section 504 self-evaluation and transition plan, if applicable.
- Prepare one analysis of impediments to fair housing.
- Ensure all Citizen Participation Requirements are met.
- Assist the City of Escanaba in establishing and maintaining a Section 3 plan and appropriate reports.
- Prepare semi-annual progress reports for the City of Escanaba, which includes obtaining financial data from the Property Owner/Developer/Business and obtaining employment data from the Business, if needed.
- Prepare and submit for approval Community Development Block Grant Amendments as necessary and assist city administration with the conduct of public hearings, if required.
- Other general tasks as necessary, including but not limited to, coordinating and meeting with key players, preparing amendment requests for the City of Escanaba, and preparing environmental review amendments for the City of Escanaba's review and approval and submission to the MEDC.

Financial Management Total estimated hours for Financial Management: 90 hours

- Work closely with the City Controller in the preparation of the CDBG Requests for Payment. Ensure the submissions of the CDBG payment requests are consistent with established City and CDBG program procedures.
- Work closely with the City Controller to ensure that the City of Escanaba has an acceptable financial management system as it pertains to finances of the CDBG Program. An acceptable system includes, but is not limited to, cash receipts and disbursements journal and accompanying ledgers, and should conform to generally accepted principles of municipal accounting.
- Make progress inspections and certify private investment.
- Provide assistance as necessary to the City during annual audit of CDBG programs.
Environmental Review Total estimated hours for Environmental Review: 34 hours
Assist the City of Escanaba with determining the required level of environmental review and prepare the required paperwork.
Assist the City of Escanaba with amending the required environmental review, if scope changes.
Assist the City of Escanaba in providing documentation to ensure that project costs are not incurred until after the completion of the environmental review and authorization from the MEDC.

Relocation Total estimated hours for Relocation: 20 hours
Assist the City of Escanaba in complying with regulations governing relocation of persons, including individuals and businesses.

Procurement Total estimated hours for Procurement: 28 hours
Establish and maintain Procurement Policies and files.
Assist the City Administration in preparing all RFPs/RFQs for any additional necessary professional services such as appraisal, architectural/engineering, legal and other services needed for projects
Review and analyze proposals for qualifications, cost, and other factors.
Provide required procurement reports to and obtain approvals from MEDC as appropriate.
Maintain procurement records including selection process, advertisements, reasons for selections, minutes of bid openings, etc.
Maintain Section 3 file for each contract in excess of $100,000.
Provide annual Project DBE and other related procurement reports.

Construction and Labor Compliance Total estimated hours for Construction and Labor Compliance: 290 hours
Assist the Architect with the preparation of bid documents as needed and ensure the bidding process is consistent with state and federal regulations.
Secure the Department of Labor’s federal wage decision and include it in the bid documents.
Assist the Architect with the preparation of construction contracts so they comply with state and federal regulations. Examples are Conflict of Interest, Access to Records, Copeland Anti-Kickback Act, Safety Standards, Architectural Barriers, Flood Insurance, Clean Air and Water Act (for contracts over $100,000), HUD Handbook (6500.3), 24 CFR 85.36, Section 3, Section 109, Title VI, Civil Rights Act, EO 11246 (for contracts over $10,000), Section 503, etc.
Obtain contractor clearance(s).
Receive and review weekly payrolls from contractor(s) and complete the Payroll Review Worksheet to ensure compliance with federal wage decision(s). Conduct on-site interviews and compare the results with the appropriate payrolls. Submit reviews of Weekly Payrolls and On-Site Interviews to MEDC representative.
Monitor construction to ensure compliance with equal opportunity and labor standards provisions.
Obtain from project engineer/project architect copies of necessary permits and inspection reports for the files.
Receive from contractor and subcontractors required Section 3, DBE and other contractor and subcontractor reports.

Monitoring and Close Out Total estimated hours for Monitoring and Close Out: 25 hours
Attend and assist the City of Escanaba during the MEDC’s monitoring visit(s). Prepare the City of Escanaba’s response to all monitoring findings.
Prepare close-out documents.
Conduct and document Performance Public Hearing as required.

The cost for providing the administrative oversight of the CDBG grant is $31,000. This cost is based on a total of 517 estimated hours, at $60 per hour. It is recognized the hours for specific activities are subject to change, but the
maximum amount for administrative services is $31,000. The hourly rate is CUPPAD's standard charge to member units.
PROCLAMATION

2018 Escanaba 9-10 Little League All-Star Softball Team

WHEREAS, at the Regional Quarter Final game played on July 30, 2018, the Escanaba 9-10 Little League All-Star Softball Team defeated Bay County; and

WHEREAS, at the Semifinal game played on July 31, 2018, the Escanaba 9-10 Little League All-Star Softball Team defeated Grosse Pointe; and

WHEREAS, at the Championship game played on August 1, 2018, the Escanaba 9-10 Little League All-Star Softball Team was defeated by Georgetown; and

WHEREAS, team players Brooklyn Beauchamp, Clara Braun, Chloe Dubord, Izzabella Jackson, Madison Mott, Addison Noblet, Jenessa Platt, Breleigh Reinhart, Mary Kate Tourangeau, and Lily VanDamme, focused on work ethic, toughness and desire, and transformed themselves into a winning team, with each player making valuable contributions. They have brought great honor, not only to themselves, but also to their families, coaches, and to the Escanaba Community; and

WHEREAS, the coaching staff, consisting of Coaches Steve Braun, John Noblet, Jaimee Tourangeau, and Jude VanDamme, should be congratulated and recognized for their time, efforts, and fine direction given their team which led them to a victorious 2018 season.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Marc D. Tall, Mayor for the City of Escanaba, County of Delta, State of Michigan, on behalf of the Escanaba Community, congratulate the 2018 Escanaba 9-10 Little League All-Star Softball Team on their winning season. I encourage all Escanaba Citizens to join with us in celebrating your tremendous accomplishments on and off the field.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the City of Escanaba.

Marc D. Tall, Mayor
PROCLAMATION

2018 Escanaba Major (11-12) Little League All-Star Softball Team

WHEREAS, at the Regional Quarter Final game played on July 13, 2018, the Escanaba Major (11-12) Little League All-Star Softball Team defeated Tecumseh 13-8; and

WHEREAS, at the Semifinal game played on July 14, 2018, the Escanaba Major (11-12) Little League All-Star Softball Team defeated Grosse Pointe 9-1; and

WHEREAS, at the Championship game played on July 14, 2018, the Escanaba Major (11-12) Little League All-Star Softball Team was defeated by Hudsonville 5-6; and

WHEREAS, team players Aubrey Stropich, Carley McInerney, Brooklyn Pendergraft, Madison Fulsher, Isabelle Braun, Anna Boutilier, Sophie Lehto, Mckenzie, Engebretson, Emma Parlett, Natalie Beauchamp, Katie Lamb, and Taylor Forvilly, focused on work ethic, toughness and desire, and transformed themselves into a winning team, with each player making valuable contributions. They have brought great honor, not only to themselves, but also to their families, coaches, and to the Escanaba Community; and

WHEREAS, the coaching staff, consisting of Coaches Todd Milkiewicz, Kathy Milkiewicz, and Cory Engebretson, should be congratulated and recognized for their time, efforts, and fine direction given their team which led them to a victorious 2018 season.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Marc D. Tall, Mayor for the City of Escanaba, County of Delta, State of Michigan, on behalf of the Escanaba Community, congratulate the 2018 Escanaba Major (11-12) Little League All-Star Softball Team on their winning season. I encourage all Escanaba Citizens to join with us in celebrating your tremendous accomplishments on and off the field.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the City of Escanaba.

Marc D. Tall, Mayor
PROCLAMATION

2018 Escanaba Eskimos Varsity Softball Team

WHEREAS, at the MHSAA Regional game played on June 9, 2018, the Escanaba Eskimos Varsity Softball Team defeated Chippewa Hills 12-0; and

WHEREAS, at the MHSAA Quarterfinal game played on June 12, 2018, the Escanaba Eskimos Varsity Softball Team defeated Saginaw Swan Valley 9-1; and

WHEREAS, at the MHSAA Semifinal game played on June 14, 2018, the Escanaba Eskimos Varsity Softball Team defeated Eaton Rapids 2-0; and

WHEREAS, at the MHSAA Championship game played on June 16, 8 the Escanaba Eskimos Varsity Softball Team defeated South Haven 5-0; and

WHEREAS, team players Maddie Block, Georgia Lehto, Nicole Kamin, Claire McInerney, Gabi Salo, Peyton Gustafson, Dakota Cloutier, Heather Bergstrom, Lexi Chalier, Savanah Barron, Jalin Olsen, Maddy Griffin, Cassie Wissler, McKenna Bullen, and Taylor Gauthier, focused on work ethic, toughness and desire, and transformed themselves into a winning team, with each player making valuable contributions. They have brought great honor, not only to themselves, but also to their families, coaches, and to the Escanaba Community; and

WHEREAS, the coaching staff, consisting of Head Coach Jamie Segorski, Assistant Coaches Andy Fields, Ross Rahoi, Mark Cloutier, and Gary Salo, should be congratulated and recognized for their time, efforts, and fine direction given their team which led them to a victorious 2018 season.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Marc D. Tall, Mayor for the City of Escanaba, County of Delta, State of Michigan, on behalf of the Escanaba Community, congratulate the 2018 Escanaba Eskimos Varsity Softball Team on their winning season. I encourage all Escanaba Citizens to join with us in celebrating your tremendous accomplishments on and off the field.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the City of Escanaba.

Marc D. Tall, Mayor
P R O C L A M A T I O N

2018 Escanaba Major (11-12) Boys Little League All-Star Team

WHEREAS, the Escanaba Major (11-12) Boys Little League All-Star Team became District 10 Champions by defeating Norway, Gladstone, Munising, Tri-County, and Iron Mountain; and

WHEREAS, the Escanaba Major (11-12) Boys Little League All-Star Team became U.P. Champions by defeating Portage Lake; and

WHEREAS, team players Ben LaChance, Eli Gardner, Ben Johnson, Bryson Lancour, Matty Kaven, Gavin Sommers, Johnny Weinert, Cannon Arnt, Nolan Bink, Graham Johnson, and Trent Turchin, focused on work ethic, toughness and desire, and transformed themselves into a winning team, with each player making valuable contributions. They have brought great honor, not only to themselves, but also to their families, coaches, and to the Escanaba Community; and

WHEREAS, the staff, consisting of Manager Paul LaChance, and Coaches Cory Gardner, and Scott Johnson, should be congratulated and recognized for their time, efforts, and fine direction given their team which led them to a victorious 2018 season.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Marc D. Tall, Mayor for the City of Escanaba, County of Delta, State of Michigan, on behalf of the Escanaba Community, congratulate the 2018 Escanaba Major (11-12) Boys Little League All-Star Team on their winning season. I encourage all Escanaba Citizens to join with us in celebrating your tremendous accomplishments on and off the field.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the City of Escanaba.

Marc D. Tall, Mayor