CALL TO ORDER
ROLL CALL
INVOCATION/PLEDGE OF ALLEGIANCE - Pastor Fred Driscoll of New Life Assembly of God
APPROVAL/CORRECTION(S) TO MINUTES - Regular Meeting – June 1, 2017,
APPROVAL/ADJUSTMENTS TO THE AGENDA Special Meetings – May 31, 2017 3:00 p.m., May 31, 2017 4:00 p.m.
CONFLICT OF INTEREST DECLARATION Special Meetings – June 5, 2017 a.m., June 5, 2017 p.m.
BRIEF PUBLIC COMMENT
PUBLIC HEARINGS

1. Approval – Ordinance No. 1184 – Appropriations Ordinance Amendment.
   Explanation: A public hearing will be conducted on an amendment to the current Appropriations Ordinance for the fiscal year ending June 30, 2017. An amendment is needed to balance out over and under expenditures within various departmental budgets for the 2016-17 fiscal years. This action is mandated by State law and adjusts budget accounts to help ensure that no individual line items are overrun.

NEW BUSINESS

   Explanation: Administration is seeking Council approval to purchase property and liability insurance coverage from the Michigan Municipal Risk Management Authority (MMRMA) in the amount of $218,403. This purchase is budgeted in the 2017-18 operating year budget.

2. First Reading(s) – West Highland Apartments and Sand Hill Townhomes – Payment in Lieu of Taxes - Ordinances No. 1185 and 1186.
   Explanation: West Highland Apartments and Sand Hill Townhomes are being purchased by The Access Group LLC of Troy, MI. Both properties currently have a single payment in lieu of taxes agreement (PILT) in place. Recently, the purchaser requested the City Council create and approve separate PILT Ordinances for financing purposes. The proposed ordinances provide for the same payment arrangement as the current ordinance allows. Administration is recommending the City Council set July 6, 2017, as the second reading, public hearing and approval date of Ordinance No’s 1185 and 1186.

   Explanation: Administration at the Escanaba Marina is requesting authorization to use the public space surrounding the Marina for the annual Marina Fest on July 29, 2017.
   **Examination:** Administration is seeking Council approval of a lease with the Eskymo Fan Club and Escanaba Cubs Baseball Club, Inc. for use of the Athletic Field/Ness Field Concession Stand. The Athletic Field/Ness Field concession stand is owned by the City of Escanaba. If approved, the proposed lease would be in place through 2027 which would coincide with the Escanaba Area Public Schools’ lease for the Athletic Field/Ness Field concession stand building. No changes to the lease are being recommended over the previously approved lease agreement.

   **Examination:** Administration is seeking Council approval of a lease with the Escanaba Area Public Schools for continued use of the Ness Baseball Field. The property is owned by the City of Escanaba. The proposed lease would be in place through 2021. No changes to the lease are being recommended over the previously approved lease agreement.

   **Examination:** Administration is seeking approval of a lease with the Escanaba Area Public Schools to provide a neighborhood playground located on 5th Avenue South adjacent to the Senior High School Track. The property is owned by the Escanaba Area Public Schools. The proposed lease would be in place through 2024 to coincide with the Webster Park property lease. No changes to the lease are being recommended over the previously approved lease agreement.

   **Examination:** The Great Lakes Sport and Recreation Club is seeking Council approval of a lease renewal along with a two (2) year lease renewal extension option for 14 +/- acres of City-owned property on 19th Avenue North for their 3-D Archery Range. Administration is recommending approval of the lease and extension option contingent upon proper insurance being filed with the City.

   **Examination:** Administration is seeking Council approval of an annual lease agreement between the City of Escanaba and the Community Action Agency for the Senior Center activities at the Catherine Bonifas Civic Center. Under the terms of the lease, the annual lease payment would remain the same. However, monthly utility costs would be increased from $225/month to $300/month.

9. Approval – Certified Grant Administrator – Downtown Market Place Project.
   **Examination:** The Downtown Development Authority Administration is seeking Council approval to retain Mr. Peter VanSteen of the Central Upper Peninsula Planning and Development Regional Commission (CUPPAD) in the amount of $14,100 for administrative services in closing out the Downtown Marketplace Project. Funds to pay this contract are being provided by the Michigan Economic Development Corporation.

10. Approval – Request to Purchase City-owned Property – Sheldon Subdivision – 5th Avenue South and South 20th Street.
    **Examination:** Daniel and Nancy Young are requesting the City Council approve the sale of an 18’6” X 107’99” city-owned property located on the corner of 5th Avenue South and South 20th Street in the amount of $1,500.

    **Examination:** Administration is seeking Council approval of a contract with Hi-Tec Building Services of Jenison, MI to provide janitorial services for the Department of Public Safety in the amount of $19,200. This purchase is included in the current fiscal year budget.
Agenda – June 15, 2017

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

Respectfully Submitted

James V. O'Toole
City Manager
Pursuant to a special meeting notice posted April 18, 2017, the meeting was called to order by the Honorable Mayor Marc D. Tall at 4:04 p.m. in the Council Chambers of City Hall located at 410 Ludington Street.

Present: Mayor Marc D. Tall, Mayor Pro Tem Ronald J. Beauchamp, Council Members Patricia A. Baribeau, Ralph B. Blasier, and Michael R. Sattem.

Absent: None

Delta County: Commissioners Gerald Tatrow, Patrick Johnon (arrived at 4:15), Theresa Nelson, David Moyle (arrived at 4:11), David Rivard, Delta County Administrator Ryan Bergman, and Delta County Clerk Nancy Kolich.

Absent: None

Also Present: City Manager James V. O'Toole, Robert S. Richards City Clerk, Media and members of the public.

Beauchamp moved, Sattem seconded, CARRIED UNANIMOUSLY, to approve the agenda as submitted.

CONFLICT OF INTEREST DECLARATION – None

PUBLIC COMMENT – None

NEW BUSINESS

Discussion – Escanaba Solar Project.

A discussion took place on a partnership concept for a potential Escanaba Solar Project to be located within the City limits. Electric Superintendent Mike Furmanski and Electrical Advisory Board Member Glendon Brown, presented their research on the Escanaba Solar Project. (See Attachment – A)

- Discussed costs to the system and different rates of return;
- Need Solar Glare Analysis done for site approval;
- Discussed if approved, a lease to buy if restrictions were waved;
- There may not be County Staff available to mow property;
- County would need revised stats to determine as to whether County would buy into the project;
- What was next, select final site, FAA Approval, and Geotechnical studies complete before an RFP.

A discussion took place on the possible partnership between Delta County and the City of Escanaba to prepare and release a request for proposal for the reuse and/or redevelopment of lakefront property that is owned and controlled by the County and the City between North 3rd Street and North 4th Street.

- Reviewed Site locations which included the City of Escanaba property North of the County Jail to the LakeShore, and the current County Jail;
- How could the property benefit the taxpayers;
- Demolition costs for current County Jail exceeded cost of what the property was worth;
- Also discussed City property the Chamber of Commerce occupied, and stated the property would revert back to the State of Michigan if not used for public use;
- Suggested asking developers submit their visions of the proposed properties;
- Suggested exploring a Request for Proposal (RFP), approved by the City and County.

**NB-2a** After discussion, City Council Member Baribeau moved, City Council Member Sattem seconded, **CARRIED UNANIMOUSLY**, to meet with County Administration to develop a request for proposal (RFP) for the reuse and repurpose of the County Jail property and City property located between North 3rd and 4th Streets.

**NB-2b** County Commissioner Johnson moved, and County Commissioner Moyle seconded, **CARRIED UNANIMOUSLY**, to meet with County Administration to develop a request for proposal (RFP) for the reuse and repurpose of the County Jail property and City property located between North 3rd and 4th Streets.

Discussion – Items of Mutual Interest and Concern.

Items of mutual interest and concern for the Delta County Commissioners and Escanaba City Council members took place:

- Update on the Menards and Dark Store issue;
- Congratulated Manager O'Toole on his retirement.

**GENERAL PUBLIC COMMENT** – None

**COMMISSION/STAFF COMMENT AND ANNOUNCEMENTS** – None

Hearing no further business or public comment, the meeting adjourned at 5:42 p.m.
City Council Minutes
May 31, 2017 – continued
Respectfully submitted,

Robert S. Richards, CMC
City Clerk

Approved: ____________

Marc. D. Tall, Mayor
1. Why Invest in Solar Generation Now?

2. Regional Solar Generation Activities

3. Escanaba Solar Project Description

4. 25 Year Levelized Cost of Solar Generation

5. Summary of Avoided Costs with Local Solar Generation

6. Delta County Airport Potential Site

Concerns with Delta County Airport Site

Proposed Lease Terms

Proposed Site Location

May 31, 2017 4 PM City Council Chamber

Escanaba Solar Project

Join Delta County Commissioners and Escanaba City Council Meeting
Installation costs are predicted to fall further with continued growth.

- Installation costs for utility-scale projects, 1MW to 100MW, in 2016 averaged $1.60 per watt (DC) capacity.
- Installation costs have dropped almost 60% in the past 10 years.
- Solar generation in the US is booming largely due to falling prices.

**Annual Installed MW (USA - Utility Scale - Non California)**

- Blended Average Solar PV Price ($/watt)

Nextera Energy Insight Report, April 4, 2017

**Why Invest in Solar Generation Now?**
In the late afternoon when electric loads are peaking, single and dual axis tracking systems are higher cost to install and maintain, but they increase generation output.

- **6%** Dual Axis Tracking
- **47%** Single Axis Tracking
- **47%** Fixed tilt angle

In 2015, utility-scale solar projects used 3 types of mounting systems:

- For example, cost 2 to 3 times more than utility-scale projects with 3,000 or more panels.
- Installation cost for solar is very dependent on the scale of the project. Small residential systems with 15 panels,
- Utility-scale solar generation accounted for 72% of the solar capacity installed in 2016.
- 
  natural gas and wind capacity,

In 2016, for the first time ever, solar was the largest new source of electricity generation capacity, more than new
Note the slight accumulation of snow with these fixed tilt panels in December.

Prohibiting the lower cost driven posts solar panel supports required because of sedimentary rock formations close to the surface, which panels are mounted on concrete ballast blocks. This higher cost mounting system was panels are mounted on a fixed 35° tilt rack system in rows facing south each panel is 76.9" long by 38.7" wide 3,496 individual 315 watt solar panels which support their wind turbines.

The solar facility is located northeast of Garden Mill, adjacent to the Heritage Electrical Substation.

In late 2016, Heritage Sustainable Energy completed the construction of a 7.2 MW(DC) solar facility.
Energy Standards:
- The facility will provide renewable energy to WPPI members to comply with Michigan's renewable energy laws.
- WPPI is a public power energy supplier that serves 55 municipal utilities and co-operators in Wisconsin and Upper Michigan. WPPI members include: Gladstone, Alger-Delta Co-op, Baraga.
- Solar project to be completed in 2021.
- Power plant in Two Rivers, WI.

Nextera and WPPI plan to build a 100 MW solar project adjacent to Nextera’s Point Beach nuclear plant.

Solar power supplier.

WPP’s solar power project is being supported by grants and WPPI.

L’anse has announced a Community Solar Program Feasibility Study. Community electric customers would purchase panels in the project.

(Note, the feasibility is not guaranteed.)

Purchasing the solar panel(s) should be eligible to receive the 30% Federal Investment Tax Credit. WML&P designed the solar license and management agreement so that residents of businesses MBLEP to be sold to residential and business customers with the panel generation credited to their monthly electric bills at $0.063/kWh for 25 years.

In the summer of 2017, the Marquette Board of Light and Power (MBLEP) plans to construct a 0.15MW community solar project adjacent to their office building on Wright Street.
Security Fence around the perimeter of the facility
- Requires approximately 5.5 to 6 acres, a plot about 400' x 600', project.

Expected annual average output of 1,206,000 kWh over the contracted 25 year life of the distribution system
- 480 volt AC wiring to a step-up transformer for connection to the City of Escanaba Electrical

Inverters to convert solar panel DC power to output 480 volts AC power
- DC wiring connects the panels to their inverters

For a fixed tilt mounting system, approximately 635 hydraulic driven posts are required.

Panel dimensions are 38.7" wide by 76.9" long
- 3,775 individual 315 watt solar panels

A one Megawatt, 1MW (DC) capacity system would consist of:
- Customers to purchase panels in the project
- Commitments by Escanaba Electric Department residents, businesses and local government
- Major portion of the Project
- Escanaba Electric Department budget has a surplus Renewable Energy Fund balance to pay for a
- Installation cost in 5/16 watt obtained in RFP Response

Planned solar facility capacity up to 1 MW (DC). Final Project size depends on:

3. Escanaba Solar Project Description
- Public Visibility for economic development benefits
- Minimal cost and time for Regulatory approvals (e.g., FAA) to implement project
- Close proximity to existing City Electric distribution lines with adequate capacity
- Support of panels
- Ground soils depth and type suitable for low cost installation (driven posts for vertical)
- Low cost to use site (purchase, lease or rent)
- Flat site requiring minimal grading, push or tree removal
- Unrestricted sun exposure for 30+ years - no trees or building shading the panels

Installation costs are: Key Escambia Solar Project site requirements for good performance and low
3. The 1.28 kWh of annual electricity production per watt (DC) of solar generation capacity is an expected long term mean value. Actual year to year annual production may vary + or – 10% from this expected mean value.

- New solar panels
- 2.5% loss due to DC & AC wiring and connectors
- Most snowfall, December through March
- 6% loss as a result of snow on the panels (~25.5% of annual solar generation occurs in the four months with the most snowfall)
- A 2% loss to panel soiling
- Other key assumptions in the 0.84 conversion efficiency include:
  - 0.84 conversion efficiency for DC to AC (98% inverter efficiency assumed)
  - Panels tilted at a fixed 35° orientation
  - Panels oriented to face due south
  - No shading

This annual production estimate assumes:

1. Using the Escanaba Airport weather station data, the National Renewable Energy Laboratory’s (NREL) website
2. Updated 25 year Levelized Cost of Solar Generation
3. The 1.28 kWh of annual electricity production per watt (DC) of solar generation capacity is an expected long term mean value. Actual year to year annual production may vary + or – 10% from this expected mean value.
electricity at a fixed cost of $0.0564/kWh for 25 years.

Another way of expressing solar levelized cost is a one-time investment of $1.70/watt provides $0.564/kWh for solar generation in Escanaba.

$1.70/watt (DC) Capacity $0.15/kWh = $0.0564/kWh, yields a 25 year levelized cost of levelized cost of generation over this same 25 year period, for example, with an installed cost of

7. With the estimated cumulative kWh’s of generation over 25 years, 30.15 kWh, one can calculate a

1.206 annual average kWh/watt).

T.206 annual average kWh/watt.

First year of installation, the watt (DC) of solar PV Capacity will produce 30.15 kWh over 25 years (i.e.,

G. Assuming a more realistic 0.5% loss of years (1.28 x 25 = 32.00).

Capacity will produce 32.00 kWh over 25 years. With no degradation of photovoltaic

5. With no degradation of photovoltaic

and December.

Production in the months of November

The highest production is in the months

4. The NREL website’s watts calculator also estimates the monthly electricity production. 
Generation is $0.010/kWh. 10. Assuming a 0.5% loss of generation capacity per year, the average O&M cost per kWh of solar energy is $0.012/kWh. Using the $0.012/kWh O&M cost estimate, the annual O&M cost for a 1 MW (DC) facility would be $12,000 per year. The annual O&M cost is considered a conservative estimate for the Escanaba solar project. Economic analyses of the airport and BP products, and conducting preliminary lease or purchase discussions, the location of the O&M cost should range from $0.012 to $0.015/kWh. After evaluating the two leading local sites, A Nextera solar expert indicated the year for large utility scale solar generation projects (i.e., 1 to 10 MW) starting in 2016. A $0.016/kWh O&M costs averaged $0.016/kWh of capacity per year. 9. A February, 2016 NREL publication indicated the O&M costs averaged $0.016/kWh of capacity per year have a 10-year warranty. Replacements of defective components beyond the equipment warranty, e.g., inverters typically Cleaning exterior surface of the panels if necessary, e.g., bird droppings or accumulated dust Monitoring the performance of the solar generation facility’s components, such as individual panels Moving grass and weeds in areas under and surrounding the solar panel racks Move in addition to the initial installation costs. The following types of O&M costs should be expected: 8. An accurate 25-year LCOE analysis should include Annual O&M and Maintenance (O&M) costs.
Residential, commercial, municipal, and large power (effective) energy rates.

Clearly, the expected 25-year levered cost of electricity from solar generation is less than the current cost.

<table>
<thead>
<tr>
<th>Solar Generation Cost (1)</th>
<th>Customer Type</th>
<th>Energy Rate, $/KWh</th>
<th>Effective Rate Depending Large Power</th>
<th>Charge on Load Factor &amp; Demand</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.00</td>
<td>Municipal</td>
<td>0.0930</td>
<td>0.07228 to 1.550</td>
<td></td>
</tr>
<tr>
<td>1.90</td>
<td>Commercial</td>
<td>0.08925</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.70</td>
<td>Residential</td>
<td>0.09570</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0.60</td>
<td>2016-2017</td>
<td>0.06970</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0.50</td>
<td>2016-2017</td>
<td>0.04980</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0.40</td>
<td>2016-2017</td>
<td>0.04948</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0.30</td>
<td>2016-2017</td>
<td>0.04937</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0.20</td>
<td>2016-2017</td>
<td>0.03123</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0.10</td>
<td>2016-2017</td>
<td>0.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(1) Includes $0.0100/KWh O&M costs.

22. For comparison, the current, 2016-2017 Escondido Electric Energy Rates are:

$/KWh as a function of the installation cost in $/watt.

The adjacent Table provides the total leveraged cost of electricity in 25 year Levelized.

The expected 25-year levered cost of electricity generated can be calculated.

21. Combining the initial installation cost with the annual average
compared to much higher cost small private solar systems (e.g., Residential or Business).

A large utility scale solar project (e.g., 1MW (DC) capacity), with significantly lower installation costs

project should lower the cost for all Escondido electricity customers, based on the avoided costs.

If the installed cost for a solar generation facility does not exceed $1.70/watt, a solar generation

<table>
<thead>
<tr>
<th>Year</th>
<th>$/kwh</th>
<th>25 Year</th>
<th>Installation Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.0578</td>
<td>0.4377</td>
<td>1.0</td>
<td></td>
</tr>
<tr>
<td>0.0480</td>
<td>0.8800</td>
<td>1.2</td>
<td></td>
</tr>
<tr>
<td>0.0494</td>
<td>0.5943</td>
<td>1.4</td>
<td></td>
</tr>
<tr>
<td>0.0548</td>
<td>0.6070</td>
<td>1.6</td>
<td></td>
</tr>
<tr>
<td>0.0603</td>
<td>0.0970</td>
<td>1.8</td>
<td></td>
</tr>
<tr>
<td>0.0606</td>
<td>0.0766</td>
<td>2.0</td>
<td></td>
</tr>
</tbody>
</table>

To $0.01 per kWh (i.e., 12 to 14%).

The additional 5 years of generation reduce the

comparisons 25-year and 30-year levelized costs.

be more than 25 years, lowering the levelized costs further. To illustrate this point, the adjacent Table

years. The useful life of a well-designed and maintained quality solar generation system is expected to

13. Purchasing and installing solar generation capacity essentially stabilizes electric energy costs for 25+

15. A large utility scale solar project (e.g., 1MW (DC) capacity), with significantly lower installation costs.
(2) Includes $0.0100/kWh O & M costs which generates 10.1% higher income stream to cover more complex tracking.

(1) Includes $0.0100/kWh O & M costs.

<table>
<thead>
<tr>
<th>Angle (1) Fixed 35° Tilt Facility Installation Costs, $/kWh</th>
<th>Angle (2) 0.0° Tilt Array Solar Generation Levelized Cost, $/kWh</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.408</td>
<td>0.415</td>
</tr>
<tr>
<td>1.20</td>
<td>0.90</td>
</tr>
<tr>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

Below:

16. The solar panel mounting system impacts the annual energy production and 25 year levelized costs as shown.
Solar Generation, Watts (AC) Output per Watt (DC) Capacity (Wp)

Weather Data
Day for July 22nd, using Escanaba (AWOS) Airport Averages
Comparison of Solar Generation as a Function of Time of
Tracking with 0.0° Tilt

Maximum Conversion Efficiency = 0.84

- 35° Deg Fixed Tilt Angle
- Single Axis

Joint Delta County and City of Escanaba Meeting - Escanaba Solar Project - May 6, 2014
costs for the entire system.

Expected to benefit all the electric customers, residential, commercial and large power, by lowering and $0.79 in 2023-2044. Thus, utility-scale solar generation within the Escanaba electric system is avoided cost with solar generation for Escanaba. Escanaba’s avoided cost is $0.070 in 2016-2017. 20. Utility-scale solar generation costs are less than a conservative estimated (i.e., 50% capacity factor) avoided cost with solar generation for Escanaba.

Future electric costs for 25+ years into the future.

A one-time investment in a utility-scale solar generation capacity essentially stabilizes or fixes incentives (i.e., investment tax credits).

Even without federal lower, solar generation is a cost competitive electric generation source, even without federal with the declining installation costs of utility-scale solar generation facilities (i.e., $1.70/watt and 19. Key Levelized Cost Analyses Findings:

- To exceed $1.46/watt with an energy optimizatian rebate, $75 per 3.75 watt panel, the installation cost is expected not.

- For a 1 MW size facility, the installation cost is expected not to exceed $1.70/watt.

To comply with Michigan's Renewable Energy Standards,

 **MIRECS**: Reduction in Escanaba's purchased Michigan Renewable Energy Credits (MIRECS)

and GPM.

Year round from April through September, the municipal ATC peak load occurs between noon and 6 P.M.

An historical analysis of the monthly ATC system peak load data found that for the six months of the year, the generation at the time of the ATC system peak load, 

**TRANSMISSION**: Reduction in Escanaba's monthly coincident load due to local solar

August.

Historically, the annual Escanaba peak load occurs between 3 and 5 P.M. on a week day in July or 

because of the local solar generation occurring at the time of the peak load.

**CAPACITY**: Reduction of the Capacity Cost for the annual Escanaba peak electric load

energy supplier with each KWh of local solar generation.

**ENERGY**: The eliminated purchase of one KWh of Energy from Escanaba's current contract

Avoided costs include:

5. Summary of Avoided costs with Local Solar Generation
The solar credit will be applied to the monthly Residential or Business Costs.

Avoided Cost after Subtracting the Operating and Maintenance (O&M) costs associated with each KWH of solar generation is based on the

\[
\text{Solar Generation Credit} = \text{Avoided Costs - O&M Costs}
\]

are not subsidizing the project costs.

are NOT participating in the Volunteer Escanaba Solar Project utilized so that the Residential, Commercial, or Large Power customers who

The Avoided Cost approach for calculating the solar generation credit is
6. Delta County Airport Potential Site

Reasons for selecting the proposed site location:

- Visible from airport terminal to promote area economic development image
- Flat and open site requiring minimal improvements
- Existing access road to reach the site
- Shorter distance and resulting lower wiring costs, to connect to the existing City of Escanaba distribution system
- Fewer trees on the south side of the road, which could shade the solar panels
Join Delta County and City of Escanaba Meeting – Escanaba Solar Project June 6, 2017

The solar panels over the 30+ years for the project. Some tree removal may be required.

b. Shade analysis to determine whether or not trees on the north side of the Airport Road will shade

Manager Support and Involvement:

- Proposed site indicates minimal issues. This task and contacts with the FAA will require the Airport
- Proposed solar facility for FAA review and approval. A Preliminary SHAT assessment for the
- File FAA Form 7460-1 along with a Solar Glare Hazard Analysis Tool (SGHAT) assessment of the
- Implementing the Final Lease Agreement:
  - A 2-year exclusive option to lease the property is required to complete the following tasks before
  - Winem, etc. and returning the site to the original condition.
  - Department is responsible for removing the solar panels, rack/shed, foundation, poles,
  - When useful life of the solar generation facility is complete (i.e., 30+ years), the Escanaba Electric

Payment:

- $3,000 annual lease payment to use site ($76,360/acre payment over 30 years, $.0126 / sq. ft. lease

Airport staff continue to own leased property

30-year lease for approximately 5.5 acres with option to extend lease for multiple 5-year periods.

May 14, 2017

Proposed Lease Terms for the Delta County Airport Site
Joint Delta County and City of Escanaba Meeting – Escanaba Solar Project June 6, 2017

With awarding the construction contract, with Project completion in 2018-2019.

Based on the RFP responses, the City Council approving the solar generation project to proceed.

Electric department customers.

With the solar panel costs defined by the RFP responses, promote Solar Panel sales to Escanaba.

For the solar generation facility.

E. Escanaba Electric Department obtaining City Administration and Council approval to issue an RFP.

d. Geotechnical data is required to prepare a Project RFP.

- Driven pile or post load testing
- Soil resistivity testing
- Boring holes (e.g., 5-9)
- Digging test pit trenches (e.g., 5)

The Geotechnical post foundation construction option, the required depth for the driven posts, the Geotechnical assessment is expected to include:

- Conduct a Geotechnical site assessment to determine the soil type, water table level, soil corrosivity, vertical and lateral load capacity. This testing is required to establish the feasibility of driven
Concerns with Delta County Airport Site

- Existing airport geotechnical data indicates shallow groundwater depths, less than 6. Poured or cast in place concrete foundations for mounting the solar panels may be required instead of driven posts, resulting in higher installation costs for the project.

Requirements are met:
- Escanaba solar project, and probably the airport consulting engineer to ensure that all FAA application, submitted by the Airport Manager, will require support details from the FAA review. The FAA Review requires approximately 45 days.

- The highest overall point of the project:
  - Solar panel mounting system (fixed tilt or single axis tracking)
  - Exact location for the solar panels (development of detailed project layout plan).
- To conduct the solar glare hazard tool (SGHT) assessment requirement defining:
  - A glare assessment for approaching aircraft is required.
  - Site location and design require FAA review and approval.
4. For a business or residential investing in the Escanaba Solar Project, the best initial investment is electric usage efficiency upgrades, such as LED lights, energy efficient motors, appliances, fans, etc.

3. Design facility and select site to minimize initial installation investment, operating and maintenance costs to minimize the investment payback.

2. Solar generation is a long term investment over 25+ years. Therefore components must be designed for a 25+ year life.

1. Utility scale solar generation is cost competitive today, even without Federal Investment Tax Credits.

KeySolarProjectPresentation „TakeAways“
Pursuit to a special meeting notice posted May 19, 2017, the meeting was called to order by the Honorable Mayor Marc D. Tall at 3:00 p.m. in the Council Chambers of City Hall located at 410 Ludington Street.

Present: Mayor Marc D. Tall, Council Members, Patricia A. Baribeau, Ralph B. Blasier, Ronald J. Beauchamp, and Michael R. Sattem.

Absent: None

Also Present: City Manager James V. O'Toole, City Department Heads, media, and members of the public.

Sattem moved, Beauchamp seconded, CARRIED UNANIMOUSLY, to approve the agenda as submitted.

CONFLICT OF INTEREST DECLARATION – None

NEW BUSINESS

Discussion – City Manager Interview Pool Selection and Interim City Manager.

Council Members discussed the creation of an interview pool for candidates in filling the upcoming City Manager position vacancy. Application deadline was May 26, 2017. A total of 24 applications were received.

After reviewing public candidates, and the time being 3:28 p.m., Blasier moved, Beauchamp seconded, to go into closed session to review Confidential Candidates per Michigan Open Meeting Act, MCL 15.268 Sec. 8(f).

Roll Call:

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

Council came back into open session at 3:50 p.m.

Blasier moved, Sattem seconded, to direct Administration to obtain confidentiality waivers from City Manager Candidates 4, 12, and 14, and further to schedule a City Manager interview date.

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

MOTION CARRIED.
The time being 3:57 p.m., Sattem moved, Blasier seconded, CARRIED UNANIMOUSLY, to recess the work session until after the 4:00 p.m. Joint Session with the Delta County Commissioners.

Council came back into open session at 5:48 p.m.

Council members discussed the possibility of having City Attorney Ralph B.K. Peterson as an interim City Manager, with same current salary as Mr. O'Toole, with no benefits.

After discussion, it was the consensus to further discuss the Interim City Manager Position at a regular open meeting, and to amend the June 1st Council Agenda to include discussion on an Interim City Manager.

Hearing no further public comment, the Council adjourned at 6:01 p.m.

Respectfully submitted,

Robert S. Richards
City Clerk

Approved: __________________________
Marc D. Tall, Mayor
OFFICIAL PROCEEDINGS
CITY COUNCIL
CITY OF ESCANABA, MICHIGAN
Regular Council Meeting
Thursday, June 1, 2017

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, Patricia A. Baribeau, Ronald J. Beauchamp, Ralph B. Blasier, and Michael R. Sattem.

Absent: None

Also Present: City Manager James V. O'Toole, Assistant City Attorney Russell Hall, City Clerk Richards, City Department Heads, media, and members of the public.

Pastor Scott Breault of the New Life Assembly of God Church, gave the invocation and led Council in the Pledge of Allegiance.

Sattem moved, Baribeau seconded, CARRIED UNANIMOUSLY, to approve Regular Meeting minutes from May 18, 2017, and Special Meeting minutes from May 24, 2017, as submitted.

ADJUSTMENTS TO THE AGENDA

Mayor Tall to amend New Business Item No. 5 to include discussion on an Interim City Manager.

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

CONFLICT OF INTEREST DECLARATION – None

BRIEF PUBLIC COMMENT – None

PUBLIC HEARINGS – None

UNFINISHED BUSINESS – None

NEW BUSINESS


The Bonifas Art Center sought Council approval of a resolution supporting their grant application to the Michigan Council for Arts and Cultural Affairs seeking funds for the “Music Mondays” Summer Concert Series. If approved, the City of Escanaba would
serve as the Administrator for the funds. Administration recommended approval.

NB-1 By Council Member Sattem, seconded by Council Member Beauchamp, the following resolution was adopted:

Resolution in Support of a Grant Application to the Michigan Council for Arts and Cultural Affairs

AT A MEETING OF THE CITY COUNCIL OF THE CITY OF ESCANABA, MICHIGAN, HELD ON JUNE 1, 2017

RESOLUTION - SUPPORTING THE GRANT APPLICATION TO THE MICHIGAN COUNCIL FOR ARTS AND CULTURAL AFFAIRS SEEKING MATCHING FUNDS FOR THE "MUSIC MONDAYS" SUMMER CONCERT SERIES.

WHEREAS, the City Council of the City of Escanaba, Michigan, does hereby find as follows:

WHEREAS, the City desires to support the cultural lives of area residents through opportunities to be exposed to new art and music;

WHEREAS, the City has an excellent partner in the Bonifas Arts Center to successfully organize and promote community events, and educate the public through music appreciation programming;

WHEREAS, the City will administer the grant funds, if awarded, as set forth in the application;

WHEREAS, the City has a policy detailing equal opportunity provisions for job applicants and public accommodations and agrees to conform to the Assurances and Guidelines set forth in the application;

NOW, THEREFORE, BE IT HEREBY PROCLAIMED by the City Council of the City of Escanaba, Michigan, that the grant application should be made to the Michigan Council for Arts and Cultural Affairs for the August 3, 2017 deadline.

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

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

RESOLUTION DECLARED ADOPTED.

First Reading of Ordinance No. 1187 – An Ordinance to Amend Chapter 18 (Offenses) and 19 (Parks and Recreation), of the City Code of Ordinances to Prohibit Smoking and Apply Park Rules to the Escanaba Market Place.

The Escanaba Downtown Development Authority requested the City Council to
City Council Minutes  
June 1, 2017 – cont. 

amend Chapter 18 (Offenses), Section 18.203 (1) and Chapter 19 (Parks and Recreation), Section 19-2, of the City Code of Ordinances to prohibit smoking at the newly constructed Escanaba Market Place and apply park rules to the same facility. Administration requested that the City Council set June 15, 2017, for the second reading, public hearing and adoption of Ordinance No. 1187.

**NB-2** Blasier moved, Sattem seconded, to set June 15, 2017, for the second reading, public hearing and adoption of Ordinance No. 1187.

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

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

**MOTION CARRIED.**

**Approval – Workers Compensation Excess Coverage Insurance.**

Administration sought Council approval of a two (2) year contract renewal with Midwest Employers Casualty Company, of Chesterfield, MO in the amount of $45,925 annually. This purchase was included in the upcoming fiscal year budget.

**NB-3** Blasier moved, Baribeau seconded, to approve of a two (2) year contract renewal with Midwest Employers Casualty Company, of Chesterfield, MO in the amount of $45,925 annually for Workers Compensation Excess Coverage Insurance.

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

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

**MOTION CARRIED.**

**Approval – Professional Services – Comprehensive Risk Services – Worker Compensation Claims.**

Administration sought Council approval to retain Comprehensive Risk Services of Marquette, MI to administer the City of Escanaba Workers Compensation claims in the amount of $7,200 annually over three (3) years. This purchase was included in the upcoming fiscal year budget.

**NB-4** Sattem moved, Blasier seconded, to approve to retain Comprehensive Risk Services of Marquette, MI to administer the City of Escanaba Workers Compensation claims in the amount of $7,200 annually over three (3) years.

Upon a call of the roll, the vote was as follows:
City Council Minutes
June 1, 2017 – cont.

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

MOTION CARRIED.

Update – City Manager Interview Process.

Council Members updated the status of filling the upcoming City Manager position vacancy. They advised 3 applicants were approved, but one withdrew.

After discussion on announcing who the confidential applicants were, Blasier moved, Beauchamp seconded, to announce the candidate names Monday morning, June 5, 2017.

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

Ayes: Blasier, Beauchamp, Baribeau
Nays: Sattem and Tall

MOTION CARRIED.

Council Members advised City Manager interviews were scheduled for Monday evening at 6:00 p.m.

Intermediate City Manager Discussion

Mayor Tall advised that it was discussed at the Council Meeting, on May 31st, possibly appointing Ralph B. K. Peterson this evening as the Interim City Manager.

After further discussion, it was the Council consensus to hold off any appointment for an Interim City Manager in order to obtain further public input.

Discussion/Action - Collective Bargaining Agreement - Teamsters Local 406 - Public Safety Command Unit.

Discussion/Action - Collective Bargaining Agreement - Teamsters Local 406 - Public Safety Officers and Dispatchers.

Administration requested Council go into closed session to discuss a 3 year collective bargaining agreement between the City of Escanaba and Teamsters Local 406, Public Safety Command Unit, and Teamsters Local 406, Public Safety Officers and Dispatchers per Michigan State Open Meeting Act MCL 15.268 Sec 8(c).

Roll call vote was as follows:
City Council Minutes  
June 1, 2017 – cont.

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

**MOTION CARRIED.**

The time was 7:22 p.m.

Council came back into open session at 7:50 p.m.

**NB-6**  
Blasier moved, Beauchamp seconded, to approve a 3 year Collective Bargaining Agreement with the Teamsters Local 406 – Public Safety Command Unit.

Manager O'Toole summarized proposed changes to the contract.

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

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

**MOTION CARRIED.**

**NB-7**  
Sattem moved, Baribeau seconded, to approve a 3 year Collective Bargaining Agreement with the Teamsters Local 406 – Public Safety Officers and Dispatchers.

Manager O'Toole summarized proposed changes to the contract.

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

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

**MOTION CARRIED.**

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

Mayor Tall, with Council consensus, appointed Tammy Wiles to the Board of Library Trustee, term ending June 1, 2020.

**BOARD, COMMISSION, AND COMMITTEE REPORTS**

Council Members reviewed City Board and Commission meetings each attended since the last City Council Meeting.
City Council Minutes
June 1, 2017 – cont.

GENERAL PUBLIC COMMENT – None

ANNOUNCEMENTS – None

Hearing no further public comment, the Council adjourned at 8:00 p.m.

Respectfully submitted

Robert S. Richards
City Clerk

Approved: ____________________________

Marc D. Tall, Mayor
OFFICIAL PROCEEDINGS
CITY COUNCIL
CITY OF ESCANABA, MICHIGAN
Special Council Meeting
Monday, June 5, 2017

Pursuant to a meeting notice posted on June 2, 2017, the meeting was called to order by the Honorable Mayor Marc D. Tall at 6:00 p.m. in the Council Chambers of City Hall located at 410 Ludington Street.

Present: Mayor Marc D. Tall, Council Members, Patricia A. Baribeau, Ronald J. Beauchamp, Ralph B. Blasier, and Michael R. Sattem.

Absent: None

Also Present: City Manager James V. O'Toole, City Department Heads, media, and members of the public.

APPROVAL OF AGENDA

Beauchamp moved, Sattem seconded, CARRIED UNANIMOUSLY, to approve the City Council Agenda as submitted.

CONFLICT OF INTEREST DECLARATION – None

BRIEF PUBLIC COMMENT – None

UNFINISHED BUSINESS – None

PUBLIC HEARINGS – None

NEW BUSINESS

Interviews – City Manager Position.

Council interviewed candidate Patrick S. Jordan of Muskegon, Michigan, for the upcoming City Manager position vacancy. After Mr. Jordan introduced himself, Council members asked a variety of questions of Mr. Jordan regarding himself, impressions of the Community, Budgets, Dark Store Issue, Mr. Jordan’s job history, Labor Contract negotiations, Deep Water Port experience, handling employee issues, History of Administered Grants, Role with service clubs and their value to the community, experience with City Boards and Commissions, importance of Downtown Development Authorities, the key of being a successful City Manager, discussed essential and nonessential services, and dealing with Council Members.
After further discussion, Blasier moved, Beauchamp second, to offer the City Manager position to Mr. Patrick S. Jordan, pending background check, physiological exam, and contract approval.

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

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

**MOTION CARRIED.**

Mayor Tall, and Council Member Beauchamp volunteered to remain on the contract negotiation team.

Blasier moved, Sattem seconded, to use Public Safety and City Administration to perform appropriate background checks on Mr. Jordan.

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

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

**MOTION CARRIED.**

**GENERAL PUBLIC COMMENT** – None

**ANNOUNCEMENTS** – None

Hearing no further public comment, the Council adjourned at 7:01: p.m.

Respectfully submitted

Robert S. Richards, CMC
City Clerk

Approved: _______________________

Marc D. Tall, Mayor
OFFICIAL PROCEEDINGS
CITY COUNCIL
CITY OF ESCANABA, MICHIGAN
Special Council Meeting
Monday, June 5, 2017

Pursuant to a meeting notice posted on May 18, 2017, the meeting was called to order by the Honorable Mayor Marc D. Tall at 8:00 a.m. in the Council Chambers of City Hall located at 410 Ludington Street.

Present: Mayor Marc D. Tall, Council Members, Patricia A. Baribeau, Ronald J. Beauchamp, and Ralph B. Blasier, and Michael R. Sattem.

Absent: None

Also Present: City Manager James V. O'Toole, City Department Heads, media, and members of the public.

APPROVAL OF AGENDA

Sattem moved, Blasier seconded, CARRIED UNANIMOUSLY, to approve the City Council Agenda as submitted.

CONFLICT OF INTEREST DECLARATION – None

BRIEF PUBLIC COMMENT – None

UNFINISHED BUSINESS – None

PUBLIC HEARINGS

Escanaba City Charter required the Council to pass electric, wastewater, water and solid waste utility rate ordinances on the first Monday of June, for the upcoming fiscal year 2017-18.

Second reading, public hearing and adoption of Ordinance No. 1180, the Electric Rate Ordinance. A 1.75 percent rate increase was being recommended.

Annually, the City Council set electric utility rates for the next fiscal year. Administration recommended approval of the electric rates as provided. Council was asked to consider this the second reading, public hearing, and adoption of Ordinance No. 1180.

Inasmuch as this was a public hearing, Mayor Tall asked for comments from the Council and audience relative to the setting of the Electric Rate Ordinance No. 1180.

No comments were heard.

PH-1a “By Council Member Blasier, seconded by Council Member Beauchamp;
Resolved, That Ordinance No. 1180, the Electric Rate Ordinance, given its second reading and public hearing at this meeting, be and it is hereby adopted, and that it be published in accordance with the requirements of State law and the City Charter.

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

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

RESOLUTION DECLARED ADOPTED.

Herewith Ordinance No. 1180, adopted by title:

AN ORDINANCE FIXING THE RATES TO BE CHARGED BY THE CITY OF ESCANABA FOR ELECTRIC ENERGY DEMAND AND AVAILABILITY OF SERVICE, TO BE IN FULL FORCE AND EFFECT ON THE BILLINGS PROCESSED AFTER JUNE 30, 2017, AND ALL BILLINGS THEREAFTER UNTIL FURTHER AMENDED BY THE COUNCIL.

Full text in Ordinance Record "K."

Second reading, public hearing and adoption of Ordinance No. 1181, the Wastewater Rate Ordinance. A 8.99 percent rate increase was being recommended.

Annually, the City Council set wastewater utility rates for the next fiscal year. Council was asked to consider this the second reading, public hearing, and adoption of Ordinance No. 1181.

Inasmuch as this was a public hearing, Mayor Tall asked for comments from the Council and audience relative to the setting of the Wastewater Rate Ordinance No. 1181.

No comments were heard.

Council and Administration commented on the rate increase and advised members of the public that it was partially due to Department of Environmental Quality mandated increases due to the Flint Michigan crisis, and the City aging infrastructure.

PH-1b "By Council Member Baribeau, seconded by Council Member Sattem;

Resolved, That Ordinance No. 1181, the Wastewater Rate Ordinance, given its second reading and public hearing at this meeting, be and it is hereby adopted, and that it be published in accordance with the requirements of State law and the City Charter."
City Council Minutes
June 5, 2017 – cont.

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

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

RESOLUTION DECLARED ADOPTED.

Herewith Ordinance No. 1181, adopted by title:

AN ORDINANCE FIXING THE CHARGES TO BE ASSESSED BY THE CITY OF ESCANABA FOR WASTEWATER COLLECTION AND TREATMENT AND THE AVAILABILITY OF SERVICE TO BE IN FULL FORCE AND EFFECT ON THE BILLINGS PROCESSED AFTER JUNE 30, 2017, AND ALL BILLINGS THEREAFTER UNTIL FURTHER AMENDED BY THE CITY COUNCIL.

Full text in Ordinance Record “K.”

Second reading, public hearing and adoption of Ordinance No. 1182, the Water Rate Ordinance. An 8.4 percent rate increase was being recommended.

Annually, the City Council set water utility rates for the next fiscal year. Council was asked to consider this the second reading, public hearing, and adoption of Ordinance No. 1182.

Inasmuch as this was a public hearing, Mayor Tall asked for comments from the Council and audience relative to the setting of the Water Rate Ordinance No. 1182.

No comments were heard.

PH-1c “By Council Member Sattem, seconded by Council Member Blasier;

Resolved, That Ordinance No. 1182, the Water Rate Ordinance, given its second reading and public hearing at this meeting, be and it is hereby adopted, and that it be published in accordance with the requirements of State law and the City Charter.”

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

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

RESOLUTION DECLARED ADOPTED.

Herewith Ordinance No. 1182, adopted by title:

THE ORDINANCE FIXING THE RATES TO BE CHARGED BY THE CITY OF ESCANABA FOR WATER DISTRIBUTION, TREATMENT, AND AVAILABILITY TO BE IN FULL FORCE AND EFFECT ON THE BILLINGS PROCESSED AFTER JUNE
30, 2017, AND ALL BILLINGS THEREAFTER UNTIL FURTHER AMENDED BY THE COUNCIL.

Full text in Ordinance Record "K."

Second reading, public hearing and adoption of Ordinance No. 1183, the Solid Waste, Recycling, Yard Waste and Litter Ordinance.

Annually, the City Council set solid waste rates for the next fiscal year. Council was asked to consider this the second reading, public hearing, and adoption of Ordinance No. 1183.

Inasmuch as this was a public hearing, Mayor Tall asked for comments from the Council and audience relative to the setting of the Solid Waste, Recycling, Yard Waste and Littering Ordinance No. 1183.

No comments were heard.

PH-1d “By Council Member Blasier, seconded by Council Member Beauchamp;

Resolved, That Ordinance No. 1183, the Solid Waste, Recycling, Yard Waste and Littering Ordinance, given its second reading and public hearing at this meeting, be and it is hereby adopted, and that it be published in accordance with the requirements of State law and the City Charter.”

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

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

RESOLUTION DECLARED ADOPTED.

Herewith Ordinance No. 1183, adopted by title:

AN ORDINANCE TO AMEND CHAPTER 14, FIXING THE CHARGES TO BE ASSESSED BY THE CITY OF ESCANABA FOR SOLID WASTE, RECYCLING, YARD WASTE AND LITTERING, TO BE IN FULL FORCE AND EFFECT ON THE BILLINGS PROCESSED AFTER JUNE 30, 2017 AND ALL BILLINGS THEREAFTER UNTIL FURTHER AMENDED BY THE CITY COUNCIL OF THE CODE OF ORDINANCES OF THE CITY OF ESCANABA

Full text in Ordinance Record “K.”

NEW BUSINESS
City Council Minutes
June 5, 2017 – cont.

Discussion – City Manager Interviews.

Council Members discussed the interview process and stated three candidates who wished to remain confidential were slated to be interviewed on June 5, 2017, at 6:00 p.m., for the upcoming City Manager position vacancy. Council Members advised, at this time, two individuals had dropped out, and the only candidate to be interviewed at the 6:00 p.m. special scheduled meeting was candidate Patrick S. Jordan, from Muskegon Michigan.

GENERAL PUBLIC COMMENT

Peggy O’Connell invited Council and members of the public to the summer classic car night downtown, 2nd Wednesday of each month.

ANNOUNCEMENTS – None

Hearing no further public comment, the Council adjourned at 8:27 a.m.

Respectfully submitted

Robert S. Richards, CMC
City Clerk

Approved: ____________________________

Marc D. Tall, Mayor
MEMORANDUM

TO: Jim O'Toole, Robert Richards

FROM: Melissa Becotte

SUBJECT: 2016/17 Budget Amendment

Each year, the City amends the Appropriations Ordinance; the amendment is prepared primarily to comply with State law. This represents the first, and final, amendment for fiscal year 2016/17.

In most cases, the proposed amendments are based either on expenditures to date or items specifically approved for the remainder of the fiscal year; these amendments are not designed to create additional expenditure opportunities. In some cases, the over expenditures will not occur - we request an amendment because our projections are close and it is prudent to amend the ordinance in order to avoid any over expenditure issues. Our amendment process concerns itself primarily with over expenditures; while it is understood that many activities will come in under budget, no attempt is made to amend or decrease those appropriations. In other words, the amendment process does not attempt to provide estimates of year-end results.

The majority of the amendment recommendations included below were discussed and/or included as part of the 2017/18 budget process; there are no major “surprises” in this document.

Attached please find an amendment worksheet, showing the Original Appropriations Ordinance, proposed additions and deletions and the Final Appropriations Ordinance, subject to the Council’s approval. In the General Fund, the proposed changes are highlighted with a number in parenthesis; these numbers correspond to the explanations below.

Please contact me with any questions or concerns. I will be at the Council meeting to answer any questions.

GENERAL FUND

The 2016/17 General Fund budget was originally adopted with a surplus of $950. I am amending revenues by $558,500 to reflect a much larger Small Taxpayer PPT Reimbursement than expected, a donation from Wells Township toward the purchase of the new fire truck, RAP Grant revenue and additional money being transferred from the Electric fund. In the most recent audit, an error was made when the auditors wrote off the EGE account receivable balance. The $116,500 was treated as a reduction in the General Fund and really should have come from the Electric Fund. As a result, I’m transferring that exact amount from Electric to reimburse the General Fund. It’s important to remember that the city does not reduce expenditures that are expected to be lower than budget. This will create a larger surplus.

While several activities are projected to be well below budget and many activities are projected to be slightly below budget, there are some activities which are projected to come in over the current budget.
It is recommended that the following changes be made in the General Fund appropriations:

(1) Increase the City Manager appropriation by $38,000. The additional funds are requested to cover wages, overhead, insurance and costs of the UP City Manager’s Conference. We will be issuing the City Manager a final paycheck that will be attributed to the month of June. There was a staffing change which changed the insurance coverage to a family plan rather than a single policy. The charges for the UP City Manager’s Conference were not budgeted, however, there were revenues to cover all expenditures.

(2) Increase the Attorney appropriation by $4,000. The additional funds are requested to cover costs related to the union contract negotiations which are not part of our retainer.

(3) Increase the Clerk appropriation by $2,500. The additional funds are requested to cover wages. This is related to the shared position with the Assessor’s Office.

(4) Increase the Human Resources appropriation by $4,000. The additional funds are requested to cover costs associated with the City Manager and Assessor job openings.

(5) Increase the Utility Billing appropriation by $20,000. The additional funds are requested to cover costs associated with a change in health care coverage and the Serviceman spending more time in the office.

(6) Increase the Celebration Flags appropriation by $1,500. Additional time is being spent installing and removing flags on Ludington Street and Lake Shore Drive.

(7) Increase the Fourth of July appropriation by $900. The additional funds are requested to cover extra fireworks that were funded through donations.

(8) Increase the Public Safety appropriation by $360,000. The additional funds are requested to cover the purchase of the new fire truck. The City received a contribution from Wells Township in the amount of $110,000 and from Hannahville in the amount of $25,000 to cover a portion of the cost. The remaining funding came from usage of $130,000 in General Fund fund balance and an internal loan of $130,000.

(9) Increase the Planning Commission appropriation by $1,000. The additional funds are requested to cover the final payment for the Master Plan which was budgeted in the prior year.

(10) Increase the Engineering appropriation by $5,000. The additional funds are requested to cover the cost of a seasonal employee that was not budgeted.

(11) Increase the Parks appropriation by $25,000. The additional funds are requested to cover the cost of employees spending more time doing park maintenance. With “easy” winters, there is more time spend cutting grass and repairing equipment at the park.
(12) Increase the Historic Museum appropriation by $100. The additional funds are requested to cover insurance costs.

(13) Increase the Tourism Promotion appropriation by $8,300. The additional funds are requested to cover costs associated with Rock the Dock activities which were funded through donations.

(14) Increase the Insurance/Bonds appropriation. The additional funds are requested to cover insurance costs.

In total, the above recommendations increase the proposed addition to fund balance from $950 to $135,302. As discussed previously, we anticipate that the final addition to the General Fund fund balance will be more than this amount because no attempt is made to balance those accounts which will be under-expended.

**STREET FUNDS**

Estimating the Street Funds revenue has been challenging. The numbers have changed several times over the last year. It’s looking like actual Gas & Weight Tax revenues will be very close to budget. There is a reduction in the transfer from the UDAG Fund into the Local Street Fund. That will be discussed in the UDAG section. There is also an amendment in both Street Funds to transfer money to the Grants Fund to cover the City’s share of SAW Grant expenditures.

**LIBRARY FUND**

The Library Fund is amending for revenues mostly to reflect additional penal fine money that was collected. We are also amending the expenditures for $4,000. This is due to costs associated with the wiring project that was completed with grant funding.

**DDA FUND**

The DDA Fund is in need of a substantial increase to their expenditures. The Marketplace was budgeted last fiscal year but not started until this fiscal year. Therefore, we have to amend for the full project. This amendment also includes the cost of the Certified Grant Administrator which is also grant funded. There is a large use of fund balance which will leave this fund in a deficit balance at the end of the year. A City loan was used to fund a portion of the Marketplace project but those monies are not reported as revenue. Loans appear on the balance sheet only. As mentioned in prior meetings, this fund will require a deficit elimination plan once the audit is done.

**GRANTS FUND**

The original Appropriations Ordinance did not contain any projects in this fund. The new projects result in the following recommended amendments:

SAW Grant – Funded 90% through a State grant, this is a multi-year project that has a 10% match. For this year, the recommended amendments are to recognize grant revenue in the amount of
$354,968, the transfer from the Street Funds of $19,700, the transfer from the Water Fund of $19,700 and the project expenditures in the amount of $392,324. The grant has provided for the creation of Storm Water and Wastewater Asset Plans.

Façade Grant – Funded through a State Grant and property owner contributions, this project is restoring businesses on Ludington Street to their historical look. There is no cost to the City for this grant. For this year, the recommended amendments are to recognize grant revenue in the amount of $666,870, owner share contributions in the amount of $167,167 and project expenditures in the amount of $834,037.

UDAG REVOLVING LOAN FUND

In the 2016/17 fiscal year, the UDAG Fund was going to pay for the construction of North 26th Street and then recover its money through special assessment of the property owners. Due to delays in the construction and inspection issues, the special assessment will not be done until the 2017/18 fiscal year. The UDAG Fund does not have enough money to transfer the entire cost of construction to the Local Street Fund. As a result, we are reducing the transfer by $225,000 and removing special assessment the revenue from this year. Once the assessments are paid, each fund will be credited with the appropriate amount of money.

DRUG LAW ENFORCEMENT FUND

This fund is used to record the receipt of forfeiture funds received from the sale of property determined to be connected to the sale of illegal drugs. These funds are segregated, by law, as they can only be spent on specific drug reduction costs. The requested amendment is to recognize revenue in the amount of $16,000 and expenditures in the amount of $14,800.

BROWNFIELD REDEVELOPMENT FUND

Administration is requesting an amendment of $1,000 for tax reimbursements that were paid to developers.

SUMMARY

As indicated previously, the purpose of the amendment process is to help to eliminate any potential over expenditures.

Overall, we anticipate results in most of the funds to equal or exceed the projections that were provided in the 2017/18 budget document.

Please contact me with any questions on this information.
# City of Escanaba

## Appropriations Ordinance

**YIE 6/30/2017**

<table>
<thead>
<tr>
<th>Revenues:</th>
<th>Original Appropriations Ordinance</th>
<th>First Amendment Additions/Deletions</th>
<th>First Amended Appropriations Ordinance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Taxes</td>
<td>$4,994,500</td>
<td>$280,000</td>
<td>$5,284,500</td>
</tr>
<tr>
<td>Licenses and Permits</td>
<td>2,000</td>
<td>2,000</td>
<td>2,000</td>
</tr>
<tr>
<td>Intergovernmental</td>
<td>1,409,000</td>
<td></td>
<td>1,409,000</td>
</tr>
<tr>
<td>Charges for Services/Fines</td>
<td>309,750</td>
<td></td>
<td>309,750</td>
</tr>
<tr>
<td>Electric Utility Fund Contribution</td>
<td>765,790</td>
<td>115,500</td>
<td>881,290</td>
</tr>
<tr>
<td>Transfer from Land Development Fund</td>
<td>60,000</td>
<td></td>
<td>60,000</td>
</tr>
<tr>
<td>Transfer from DDA Fund</td>
<td>5,000</td>
<td></td>
<td>5,000</td>
</tr>
<tr>
<td>Transfer from Office Equipment Fund</td>
<td>39,200</td>
<td></td>
<td>39,200</td>
</tr>
<tr>
<td>Transfer from Sanitary Landfill Fund</td>
<td>220,600</td>
<td></td>
<td>220,600</td>
</tr>
<tr>
<td>Miscellaneous Revenues</td>
<td>165,700</td>
<td>152,000</td>
<td>307,700</td>
</tr>
<tr>
<td>Subtotal</td>
<td>$7,961,440</td>
<td>$585,500</td>
<td>$8,546,940</td>
</tr>
<tr>
<td>Transfer from Fund Balance</td>
<td>$0</td>
<td>$0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total General Fund Revenues</strong></td>
<td>$7,961,440</td>
<td>$585,500</td>
<td>$8,546,940</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenditures:</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>City Council</td>
<td>$30,020</td>
<td></td>
<td>$30,020</td>
</tr>
<tr>
<td>City Manager</td>
<td>201,179</td>
<td>38,000</td>
<td>239,179</td>
</tr>
<tr>
<td>Elections</td>
<td>21,498</td>
<td></td>
<td>21,498</td>
</tr>
<tr>
<td>City Controller</td>
<td>276,849</td>
<td></td>
<td>276,849</td>
</tr>
<tr>
<td>Auditors</td>
<td>13,150</td>
<td></td>
<td>13,150</td>
</tr>
<tr>
<td>Assessors</td>
<td>259,861</td>
<td></td>
<td>259,861</td>
</tr>
<tr>
<td>Attorneys</td>
<td>51,600</td>
<td>4,000</td>
<td>55,600</td>
</tr>
<tr>
<td>City Clerk</td>
<td>142,134</td>
<td>2,600</td>
<td>144,734</td>
</tr>
<tr>
<td>Human Resources</td>
<td>120,624</td>
<td>4,000</td>
<td>124,624</td>
</tr>
<tr>
<td>Bd. of Review</td>
<td>2,650</td>
<td></td>
<td>2,650</td>
</tr>
<tr>
<td>City Treasurer</td>
<td>255,367</td>
<td></td>
<td>255,367</td>
</tr>
<tr>
<td>Billing</td>
<td>334,913</td>
<td>20,000</td>
<td>354,913</td>
</tr>
<tr>
<td>City Hall and Grounds</td>
<td>81,250</td>
<td></td>
<td>81,250</td>
</tr>
<tr>
<td>Civic Center</td>
<td>63,804</td>
<td></td>
<td>63,804</td>
</tr>
<tr>
<td>Community Promotional</td>
<td>5,773</td>
<td></td>
<td>5,773</td>
</tr>
<tr>
<td>Celebration Flags</td>
<td>2,471</td>
<td>1,500</td>
<td>3,971</td>
</tr>
<tr>
<td>Fourth of July</td>
<td>16,852</td>
<td>900</td>
<td>17,752</td>
</tr>
<tr>
<td>Public Safety</td>
<td>4,364,838</td>
<td>350,000</td>
<td>4,724,838</td>
</tr>
<tr>
<td>Community Preservation</td>
<td>75,250</td>
<td></td>
<td>75,250</td>
</tr>
<tr>
<td>Crossing Guards</td>
<td>26,000</td>
<td></td>
<td>26,000</td>
</tr>
<tr>
<td>Crosswalks</td>
<td>5,000</td>
<td></td>
<td>5,000</td>
</tr>
<tr>
<td>Planning Commission</td>
<td>7,600</td>
<td>1,000</td>
<td>8,600</td>
</tr>
<tr>
<td>Care of Trees and Shrubs</td>
<td>80,766</td>
<td></td>
<td>80,766</td>
</tr>
<tr>
<td>Sidewalks</td>
<td>7,000</td>
<td></td>
<td>7,000</td>
</tr>
<tr>
<td>Engineers</td>
<td>284,657</td>
<td>5,000</td>
<td>289,657</td>
</tr>
<tr>
<td>Street Lighting</td>
<td>162,600</td>
<td></td>
<td>162,600</td>
</tr>
<tr>
<td>Sanitary Landfill</td>
<td>222,000</td>
<td></td>
<td>222,000</td>
</tr>
<tr>
<td>Solid Waste Collection</td>
<td>424,056</td>
<td></td>
<td>424,056</td>
</tr>
<tr>
<td>Composting Activities</td>
<td>62,672</td>
<td></td>
<td>62,672</td>
</tr>
<tr>
<td>Snow Plowing for Garbage Collection</td>
<td>19,191</td>
<td></td>
<td>19,191</td>
</tr>
<tr>
<td>Community Services</td>
<td>16,148</td>
<td></td>
<td>16,148</td>
</tr>
<tr>
<td>Recreation</td>
<td>461,484</td>
<td></td>
<td>461,484</td>
</tr>
<tr>
<td>Parks</td>
<td>201,306</td>
<td>25,000</td>
<td>226,306</td>
</tr>
<tr>
<td>Band</td>
<td>40,870</td>
<td></td>
<td>40,870</td>
</tr>
<tr>
<td>Historical Museum</td>
<td>260</td>
<td>100</td>
<td>360</td>
</tr>
<tr>
<td>Tourism Promotion</td>
<td>11,300</td>
<td>8,000</td>
<td>19,300</td>
</tr>
<tr>
<td>Boat Launches</td>
<td>12,979</td>
<td></td>
<td>12,979</td>
</tr>
<tr>
<td>Alley Maintenance</td>
<td>7,110</td>
<td></td>
<td>7,110</td>
</tr>
<tr>
<td>Transfer to Parking Maintenance Fund</td>
<td>18,000</td>
<td></td>
<td>18,000</td>
</tr>
<tr>
<td>Transfer to Library Fund</td>
<td>400,000</td>
<td></td>
<td>400,000</td>
</tr>
<tr>
<td>Transfer to Escanaba Building Authority Fund</td>
<td>149,000</td>
<td></td>
<td>149,000</td>
</tr>
<tr>
<td>Insurance/Bonds</td>
<td>3,000</td>
<td>1,850</td>
<td>4,850</td>
</tr>
<tr>
<td><strong>Sub-total</strong></td>
<td>$5,925,984</td>
<td>$472,150</td>
<td>$6,398,114</td>
</tr>
<tr>
<td>Less:Overhead to Utilities</td>
<td>963,474</td>
<td>45,002</td>
<td>1,011,476</td>
</tr>
<tr>
<td><strong>Total General Fund Expenditures</strong></td>
<td>$7,890,490</td>
<td>$524,143</td>
<td>$8,414,633</td>
</tr>
</tbody>
</table>
### City of Escanaba
### Appropriations Ordinance
#### YIE 6/30/2017

<table>
<thead>
<tr>
<th>MAJOR STREET FUND</th>
<th>Original Appropriations Ordinance</th>
<th>First Amendment Additions/ (Deletions)</th>
<th>First Amended Appropriations Ordinance</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenues:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State Shared Revenues</td>
<td>$855,000</td>
<td>$855,000</td>
<td></td>
</tr>
<tr>
<td>State Grants</td>
<td>376,000</td>
<td>376,000</td>
<td></td>
</tr>
<tr>
<td>Interest Earnings</td>
<td>31,000</td>
<td>31,000</td>
<td></td>
</tr>
<tr>
<td><strong>Sub-total</strong></td>
<td>$1,261,000</td>
<td>0</td>
<td>$1,261,000</td>
</tr>
<tr>
<td>Transfer from DDA Fund</td>
<td>160,000</td>
<td>0</td>
<td>160,000</td>
</tr>
<tr>
<td>Transfer from Fund Balance</td>
<td>146,133</td>
<td>8,850</td>
<td>155,983</td>
</tr>
<tr>
<td><strong>Total Major Street Fund Revenues</strong></td>
<td>$1,567,133</td>
<td>$8,850</td>
<td>$1,576,983</td>
</tr>
<tr>
<td><strong>Expenditures:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating Expenses</td>
<td>$627,133</td>
<td>$627,133</td>
<td></td>
</tr>
<tr>
<td>Street Construction</td>
<td>940,000</td>
<td>940,000</td>
<td></td>
</tr>
<tr>
<td>Transfer to Grants Fund</td>
<td>0</td>
<td>9,850</td>
<td>9,850</td>
</tr>
<tr>
<td><strong>Total Major Street Fund Expenditures</strong></td>
<td>$1,567,133</td>
<td>$9,850</td>
<td>$1,576,983</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LOCAL STREET FUND</th>
<th>Original Appropriations Ordinance</th>
<th>First Amendment Additions/ (Deletions)</th>
<th>First Amended Appropriations Ordinance</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenues:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State Shared Revenues</td>
<td>$303,250</td>
<td>$303,250</td>
<td></td>
</tr>
<tr>
<td>Interest Earnings</td>
<td>14,000</td>
<td>14,000</td>
<td></td>
</tr>
<tr>
<td>Transfer from UDAG Fund</td>
<td>1,100,000</td>
<td>-225,000</td>
<td>875,000</td>
</tr>
<tr>
<td>Transfer from Land Development Fund</td>
<td>33,205</td>
<td></td>
<td>33,205</td>
</tr>
<tr>
<td>Transfer from Gas Retirement Fund</td>
<td>17,000</td>
<td></td>
<td>17,000</td>
</tr>
<tr>
<td><strong>Sub-total</strong></td>
<td>$1,467,468</td>
<td>-225,000</td>
<td>$1,242,468</td>
</tr>
<tr>
<td>Transfer from Fund Balance</td>
<td>395,162</td>
<td></td>
<td>395,162</td>
</tr>
<tr>
<td><strong>Total Local Street Fund Revenues</strong></td>
<td>$1,624,630</td>
<td>-225,000</td>
<td>$1,634,617</td>
</tr>
<tr>
<td><strong>Expenditures:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating Expenses</td>
<td>$337,667</td>
<td>$337,667</td>
<td></td>
</tr>
<tr>
<td>Street Construction</td>
<td>1,237,100</td>
<td>1,237,100</td>
<td></td>
</tr>
<tr>
<td>Transfer to Grants Fund</td>
<td>0</td>
<td>9,850</td>
<td>9,850</td>
</tr>
<tr>
<td><strong>Total Local Street Fund Expenditures</strong></td>
<td>$1,624,676</td>
<td>$9,850</td>
<td>$1,634,617</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LIBRARY FUND</th>
<th>Original Appropriations Ordinance</th>
<th>First Amendment Additions/ (Deletions)</th>
<th>First Amended Appropriations Ordinance</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenues:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State Funding</td>
<td>$15,800</td>
<td>$16,500</td>
<td></td>
</tr>
<tr>
<td>Penal Fines Allocation</td>
<td>100,000</td>
<td>23,000</td>
<td>123,000</td>
</tr>
<tr>
<td>Fines and Fees</td>
<td>18,000</td>
<td>2,000</td>
<td>20,000</td>
</tr>
<tr>
<td>Interest Earnings</td>
<td>1,750</td>
<td>1,750</td>
<td>3,500</td>
</tr>
<tr>
<td>Transfer from General Fund</td>
<td>400,000</td>
<td></td>
<td>400,000</td>
</tr>
<tr>
<td><strong>Sub-total</strong></td>
<td>$635,250</td>
<td>$26,760</td>
<td>$662,000</td>
</tr>
<tr>
<td>Transfer from Fund Balance</td>
<td>37,861</td>
<td>-22,760</td>
<td>16,231</td>
</tr>
<tr>
<td><strong>Total Library Fund Revenues</strong></td>
<td>$673,231</td>
<td>$4,000</td>
<td>$677,231</td>
</tr>
<tr>
<td><strong>Expenditures:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating Expenditures</td>
<td>$573,231</td>
<td>$4,000</td>
<td>$579,231</td>
</tr>
<tr>
<td><strong>Total Library Fund Expenditures</strong></td>
<td>$573,231</td>
<td>$4,000</td>
<td>$577,231</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BEZOLD TRUST FUND</th>
<th>Original Appropriations Ordinance</th>
<th>First Amendment Additions/ (Deletions)</th>
<th>First Amended Appropriations Ordinance</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenues:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interest Earnings</td>
<td>$4,400</td>
<td>$4,400</td>
<td></td>
</tr>
<tr>
<td>Transfer from Fund Balance</td>
<td>5,600</td>
<td>6,600</td>
<td></td>
</tr>
<tr>
<td><strong>Total Bezold Trust Fund Revenues</strong></td>
<td>$10,000</td>
<td>$0</td>
<td>$10,000</td>
</tr>
<tr>
<td><strong>Expenditures:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Qualifying Expenditures</td>
<td>$10,000</td>
<td>$0</td>
<td>$10,000</td>
</tr>
<tr>
<td><strong>Total Bezold Trust Fund Expenditures</strong></td>
<td>$10,000</td>
<td>$0</td>
<td>$10,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>GAS RETIREMENT FUND</th>
<th>Original Appropriations Ordinance</th>
<th>First Amendment Additions/ (Deletions)</th>
<th>First Amended Appropriations Ordinance</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenues:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interest Earnings</td>
<td>$19,000</td>
<td></td>
<td>$19,000</td>
</tr>
<tr>
<td><strong>Total Gas Retirement Fund Revenues</strong></td>
<td>$19,000</td>
<td>$0</td>
<td>$19,000</td>
</tr>
<tr>
<td><strong>Expenditures:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transfer to Local Street Fund</td>
<td>$17,000</td>
<td></td>
<td>$17,000</td>
</tr>
<tr>
<td><strong>Total Gas Retirement Fund Expenditures</strong></td>
<td>$17,000</td>
<td>$0</td>
<td>$17,000</td>
</tr>
</tbody>
</table>
# City of Escanaba
## Appropriations Ordinance
### YIE 6/30/2017

### SANITARY LANDFILL FUND

<table>
<thead>
<tr>
<th>Revenues:</th>
<th>Original Appropriations</th>
<th>First Amendment Additions/ (Deletions)</th>
<th>First Amended Appropriations Ordinance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenue from Sales</td>
<td>$220,000</td>
<td>$220,000</td>
<td>$220,000</td>
</tr>
<tr>
<td>Penalties on Collections</td>
<td>1,000</td>
<td>1,000</td>
<td>1,000</td>
</tr>
<tr>
<td>Interest Earnings</td>
<td>1,500</td>
<td></td>
<td>1,500</td>
</tr>
<tr>
<td>Sub-total</td>
<td>$222,500</td>
<td>$0</td>
<td>$222,500</td>
</tr>
<tr>
<td>Transfer from Fund Balance</td>
<td>3,260</td>
<td></td>
<td>3,260</td>
</tr>
<tr>
<td>Total Sanitary Landfill Fund Revenues</td>
<td>$225,760</td>
<td>$0</td>
<td>$225,760</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenditures:</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Transfer to General Fund</td>
<td>$220,500</td>
<td>$220,500</td>
<td>$220,500</td>
</tr>
<tr>
<td>Bad Debt Expense</td>
<td>100</td>
<td></td>
<td>100</td>
</tr>
<tr>
<td>Administrative Expense</td>
<td>160</td>
<td></td>
<td>160</td>
</tr>
<tr>
<td>City-Wide Cleanup</td>
<td>5,000</td>
<td></td>
<td>5,000</td>
</tr>
<tr>
<td>Total Sanitary Landfill Fund Expenditures</td>
<td>$225,760</td>
<td>$0</td>
<td>$225,760</td>
</tr>
</tbody>
</table>

### DOWNTOWN DEVELOPMENT AUTHORITY (DDA) FUND

<table>
<thead>
<tr>
<th>Revenues:</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>TIF Tax Collections</td>
<td>$260,000</td>
<td>$260,000</td>
<td>$260,000</td>
</tr>
<tr>
<td>State Reimbursement of Lost PPT</td>
<td>20,000</td>
<td></td>
<td>20,000</td>
</tr>
<tr>
<td>Grant Income</td>
<td>0</td>
<td>$491,300</td>
<td>491,300</td>
</tr>
<tr>
<td>Interest Earnings</td>
<td>6,500</td>
<td></td>
<td>5,000</td>
</tr>
<tr>
<td>Miscellaneous Income</td>
<td>2,000</td>
<td></td>
<td>2,000</td>
</tr>
<tr>
<td>Transfer from Farm Home Fund</td>
<td>0</td>
<td>750</td>
<td>750</td>
</tr>
<tr>
<td>Sub-Total</td>
<td>$287,500</td>
<td>$491,300</td>
<td>$779,800</td>
</tr>
<tr>
<td>Transfer from Fund Balance</td>
<td>167,420</td>
<td>486,700</td>
<td>653,120</td>
</tr>
<tr>
<td>Total DDA Fund Revenues</td>
<td>$454,920</td>
<td>$987,700</td>
<td>$1,442,670</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenditures:</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating Expenditures</td>
<td>$289,920</td>
<td>987,750</td>
<td>$1,277,670</td>
</tr>
<tr>
<td>Transfer to Major Street Fund</td>
<td>$160,000</td>
<td></td>
<td>160,000</td>
</tr>
<tr>
<td>Transfer to Marina Fund</td>
<td>5,000</td>
<td></td>
<td>5,000</td>
</tr>
<tr>
<td>Total DDA Fund Expenditures</td>
<td>$454,920</td>
<td>$987,750</td>
<td>$1,442,670</td>
</tr>
</tbody>
</table>

### GRANTS FUND

<table>
<thead>
<tr>
<th>Revenues:</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>State Funding</td>
<td>$0</td>
<td>$1,019,794</td>
<td>$1,019,794</td>
</tr>
<tr>
<td>Owner Share Façade Funding</td>
<td>0</td>
<td>187,167</td>
<td>187,167</td>
</tr>
<tr>
<td>Transfer From Major Street Fund</td>
<td>0</td>
<td>9,850</td>
<td>9,850</td>
</tr>
<tr>
<td>Transfer From Local Street Fund</td>
<td>0</td>
<td>9,850</td>
<td>9,850</td>
</tr>
<tr>
<td>Transfer From Water Fund</td>
<td>0</td>
<td>19,700</td>
<td>19,700</td>
</tr>
<tr>
<td>Total Grants Fund Revenues</td>
<td>$0</td>
<td>$1,226,361</td>
<td>$1,226,361</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenditures:</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>SAW Grant - Storm Sewer</td>
<td>$0</td>
<td>$209,888</td>
<td>$209,888</td>
</tr>
<tr>
<td>SAW Grant - Sanitary Sewer</td>
<td>0</td>
<td>182,436</td>
<td>182,436</td>
</tr>
<tr>
<td>Façade Grant</td>
<td>0</td>
<td>$34,037</td>
<td>$34,037</td>
</tr>
<tr>
<td>Total Grants Fund Expenditures</td>
<td>$0</td>
<td>$1,226,361</td>
<td>$1,226,361</td>
</tr>
</tbody>
</table>

### HOUSING REHABILITATION FUND

<table>
<thead>
<tr>
<th>Revenues:</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest Earnings</td>
<td>$3,500</td>
<td></td>
<td>$3,500</td>
</tr>
<tr>
<td>Total Housing Rehabilitation Fund Revenues</td>
<td>$3,500</td>
<td></td>
<td>$3,500</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenditures:</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative Expense</td>
<td>$1,000</td>
<td></td>
<td>$1,000</td>
</tr>
<tr>
<td>Total Housing Rehabilitation Fund Expenditures</td>
<td>$1,000</td>
<td></td>
<td>$1,000</td>
</tr>
</tbody>
</table>

### DELTA COUNTY CENTRAL DISPATCH AUTHORITY (DCCDA) FUND

<table>
<thead>
<tr>
<th>Revenues:</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>DC Central Dispatch Authority Contract</td>
<td>$789,025</td>
<td></td>
<td>$789,025</td>
</tr>
<tr>
<td>Total DCCDA Fund Revenues</td>
<td>$789,025</td>
<td></td>
<td>$789,025</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenditures:</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Dispatching Operations</td>
<td>$789,025</td>
<td></td>
<td>$789,025</td>
</tr>
<tr>
<td>Total DCCDA Fund Expenditures</td>
<td>$789,025</td>
<td></td>
<td>$789,025</td>
</tr>
</tbody>
</table>
City of Escanaba
Appropriations Ordinance
Y/E 6/30/2017

<table>
<thead>
<tr>
<th>Land Development Fund</th>
<th>Original Appropriations Ordinance</th>
<th>First Amendment Additions/Deletions</th>
<th>First Amended Appropriations Ordinance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenues:</td>
<td>Property Owner's Share of Special Assessments $6,800</td>
<td>$6,800</td>
<td>$6,800</td>
</tr>
<tr>
<td></td>
<td>Interest Earnings 36,400</td>
<td>36,400</td>
<td>36,400</td>
</tr>
<tr>
<td></td>
<td>Sub-Total</td>
<td>$43,200</td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td>Transfer from Fund Balance 85,705</td>
<td>85,705</td>
<td>85,705</td>
</tr>
<tr>
<td></td>
<td>Total Land Development Fund Revenues</td>
<td>$128,705</td>
<td>$0</td>
</tr>
<tr>
<td>Expenditures:</td>
<td>Property Improvements $17,500</td>
<td>$17,500</td>
<td>$17,500</td>
</tr>
<tr>
<td></td>
<td>Administrative Costs 1,500</td>
<td>1,500</td>
<td>1,500</td>
</tr>
<tr>
<td></td>
<td>Professional Services 10,000</td>
<td>10,000</td>
<td>10,000</td>
</tr>
<tr>
<td></td>
<td>Property Taxes 6,600</td>
<td>6,600</td>
<td>6,600</td>
</tr>
<tr>
<td></td>
<td>Transfer to General Fund 60,000</td>
<td>60,000</td>
<td>60,000</td>
</tr>
<tr>
<td></td>
<td>Transfer to Local Streets (Special Assessments) 33,205</td>
<td>33,205</td>
<td>33,205</td>
</tr>
<tr>
<td></td>
<td>Total Land Development Fund Expenditures</td>
<td>$128,705</td>
<td>$0</td>
</tr>
</tbody>
</table>

| Parking Maintenance Fund | D.D.A. Fund Contractual $18,000  | $18,000 |
|                         | Transfer from General Fund 18,000 | 18,000 |
|                         | Total Parking Maintenance Fund Revenues | $36,000 | $0 | $36,000 |

| Expenditures:           | D.D.A. Lot Expenditures $18,000  | $18,000 |
|                         | City Lot Expenditures 18,000      | 18,000 |
|                         | Total Parking Maintenance Fund Expenditures | $36,000 | $0 | $36,000 |

| E.D.A. Revolving Loan Fund | Interest Earnings $3,250 | $3,250 |
|                           | Total E.D.A.R.L.F. Revenues | $3,250 | $0 | $3,250 |

| Expenditures:           | Administrative Costs $1,500 | $1,500 |
|                         | Total E.D.A.R.L.F. Expenditures | $1,500 | $0 | $1,500 |

| M.S.C. Revolving Loan Fund | Interest Earnings $2,800 | $2,800 |
|                           | Total M.S.C.R.L.F. Revenues | $2,800 | $0 | $2,800 |

| Expenditures:           | Administrative Costs $1,000 | $1,000 |
|                         | Total M.S.C.R.L.F. Expenditures | $1,000 | $0 | $1,000 |

| U.D.A.G. Revolving Loan Fund | Interest Earnings $40,000 | $40,000 |
|                             | Property Owner's Share of Special Assessments $1,100,000 | $1,100,000 |
|                             | Sub-Total $1,140,000 | $1,100,000 | $40,000 |
|                             | Transfer from Fund Balance 836,600 | 836,600 |
|                             | Total U.D.A.G.R.L.F. Revenues $1,140,000 | $1,140,000 | $263,600 | $1,876,600 |

| Expenditures:           | Administrative Costs $1,500 | $1,500 |
|                         | Transfer to Local Street Fund 1,100,000 | 1,100,000 | $225,000 | $876,600 |
|                         | Total U.D.A.G.R.L.F. Expenditures | $1,141,500 | $225,000 | $876,600 |

| Farmers Home Grant Fund | Interest Earnings $800 | $800 |
|                        | Transfer from Fund Balance 45,300 | 45,300 |
|                        | Total Farmers Home Grant Fund Revenues | $46,100 | $0 | $46,100 |

| Expenditures:           | Administrative Costs $100 | $100 |
|                         | Downtown Marketplace Neighborhood Playground 46,000 | 46,000 |
|                         | Total Farmers Home Grant Fund Expenditures | $46,100 | $0 | $46,100 |
City of Escanaba
Appropriations Ordinance
YIE 6/30/2017

<table>
<thead>
<tr>
<th>Drug Law Enforcement Fund</th>
<th>Original Appropriations Ordinance</th>
<th>First Amendment</th>
<th>First Amended Appropriations Ordinance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenues:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Local Forfeiture Proceeds</td>
<td>$1,750</td>
<td>16,000</td>
<td>$17,750</td>
</tr>
<tr>
<td>Interest Earnings</td>
<td>200</td>
<td></td>
<td>200</td>
</tr>
<tr>
<td>Sub-Total</td>
<td>$1,950</td>
<td>$16,000</td>
<td>$17,950</td>
</tr>
<tr>
<td>Transfer from Fund Balance</td>
<td>$0</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Total Drug Law Enforcement Fund Revenues</td>
<td>$2,000</td>
<td>$16,000</td>
<td>$18,000</td>
</tr>
<tr>
<td>Expenditures:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City Expenditures</td>
<td>$2,000</td>
<td>14,800</td>
<td>$16,800</td>
</tr>
<tr>
<td>Total Drug Law Enforcement Fund Expenditures</td>
<td>$2,000</td>
<td>$16,800</td>
<td>$16,800</td>
</tr>
</tbody>
</table>

| Brownfield Redevelopment Fund |                                   |                 |                                      |
| Revenues:                    |                                   |                 |                                      |
| TIF Tax Collections          | $52,000                           |                 | $52,000                              |
| Interest Earnings            | 150                               |                 | 150                                  |
| Total Brownfield Redevelopment Fund Revenues | $52,150 | $0 | $52,150 |
| Expenditures:                |                                   |                 |                                      |
| Administrative Expenses      | $150                              |                 | $150                                 |
| Developer Reimbursements     | $40,500                           | 1,000           | $41,500                              |
| Total Brownfield Redevelopment Fund Expenditures | $40,650 | $1,000 | $41,650 |

The following is provided for informational purposes only, as provided by Michigan P.A. 2 of

| Electric Utility Fund |                                   |                 |                                      |
| Revenues:             |                                   |                 |                                      |
| Revenue from Sales    | $13,483,000                       |                 | $13,483,000                          |
| Rents                 | 40,350                            |                 | 40,350                               |
| Miscellaneous         | 66,500                            |                 | 66,500                               |
| Interest Earnings     | 240,000                           |                 | 240,000                              |
| Total Electric Fund Revenues | $13,821,800 | $0 | $13,821,800 |
| Expenses:             |                                   |                 |                                      |
| Operating Expenses    | $12,370,858                       |                 | $12,370,858                          |
| Depreciation          | 404,000                           |                 | 404,000                              |
| Overhead to General Fund | 584,503                  |                 | 584,503                              |
| Contribution to General Fund | 766,790      |                 | 766,790                              |
| Total Electric Fund Expenses | $14,125,151 | $0 | $14,125,151 |

| Water Utility Fund     |                                   |                 |                                      |
| Revenues:              |                                   |                 |                                      |
| Revenue from Sales     | $2,140,776                        |                 | $2,140,776                           |
| Federal Subsidy-Capital Improvement Bond Interest | 62,850 | 62,850 |
| Miscellaneous          | 85,100                            |                 | 85,100                               |
| Interest Earnings      | 11,000                            |                 | 11,000                               |
| Total Water Fund Revenues | $2,273,626 | $0 | $2,273,626 |
| Expenses:              |                                   |                 |                                      |
| Operating Expenses     | $1,362,019                        |                 | $1,362,019                           |
| Depreciation           | 400,019                           |                 | 400,019                              |
| Overhead to General Fund | 194,116                  |                 | 194,116                              |
| Bond Interest Expense  | 225,500                           |                 | 225,500                              |
| Total Water Fund Expenses | $2,176,654 | $0 | $2,176,654 |

| Wastewater Utility Fund |                                   |                 |                                      |
| Revenues:               |                                   |                 |                                      |
| Revenue from Sales      | $1,417,850                        |                 | $1,417,850                           |
| Miscellaneous           | 11,500                            |                 | 11,500                               |
| Interest Earnings       | 47,850                            |                 | 47,850                               |
| Total Wastewater Fund Revenues | $1,476,200 | $0 | $1,476,200 |
| Expenses:               |                                   |                 |                                      |
| Operating Expenses      | $1,045,740                        |                 | $1,045,740                           |
| Depreciation            | 261,250                           |                 | 261,250                              |
| Overhead to General Fund | 184,857                  |                 | 184,857                              |
| Bond Interest Expense   | 4,400                             |                 | 4,400                                |
| Total Wastewater Fund Expenses | $1,496,247 | $0 | $1,496,247 |
## City of Escanaba
### Appropriations Ordinance
#### Y/E 6/30/2017

### ESCANABA BUILDING AUTHORITY FUND

<table>
<thead>
<tr>
<th>Revenues:</th>
<th>Original Appropriations Ordinance</th>
<th>First Amendment Additions/Deletions</th>
<th>First Amended Appropriations Ordinance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lease Payments-Transfer from General Fund</td>
<td>$149,000</td>
<td>$149,000</td>
<td>$149,000</td>
</tr>
<tr>
<td>Rent Income-City Hall/Library</td>
<td>133,248</td>
<td>133,248</td>
<td>133,248</td>
</tr>
<tr>
<td>Interest Earnings</td>
<td>6,500</td>
<td>5,600</td>
<td>5,600</td>
</tr>
<tr>
<td><strong>Total Escanaba Building Authority Fund Revenues</strong></td>
<td><strong>$291,748</strong></td>
<td><strong>$0</strong></td>
<td><strong>$291,748</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenses:</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating Expenses</td>
<td>$162,898</td>
<td>$162,898</td>
<td>$162,898</td>
</tr>
<tr>
<td>Interest Expense</td>
<td>24,000</td>
<td>24,000</td>
<td>24,000</td>
</tr>
<tr>
<td>Depreciation Expense</td>
<td>147,000</td>
<td>147,000</td>
<td>147,000</td>
</tr>
<tr>
<td><strong>Total Escanaba Building Authority Fund Expenses</strong></td>
<td><strong>$333,898</strong></td>
<td><strong>$0</strong></td>
<td><strong>$333,898</strong></td>
</tr>
</tbody>
</table>

### MARINA FUND

<table>
<thead>
<tr>
<th>Revenues:</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Fees and Concessions</td>
<td>$226,000</td>
<td>$226,000</td>
<td>$226,000</td>
</tr>
<tr>
<td>Transfers from Other Funds</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Interest Earnings</td>
<td>800</td>
<td>800</td>
<td>800</td>
</tr>
<tr>
<td><strong>Total Marina Fund Revenues</strong></td>
<td><strong>$226,800</strong></td>
<td><strong>$0</strong></td>
<td><strong>$226,800</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenses:</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating Expenses</td>
<td>$183,998</td>
<td>$183,998</td>
<td>$183,998</td>
</tr>
<tr>
<td>Interest Expense</td>
<td>12,600</td>
<td>12,600</td>
<td>12,600</td>
</tr>
<tr>
<td>Depreciation</td>
<td>66,000</td>
<td>66,000</td>
<td>66,000</td>
</tr>
<tr>
<td><strong>Total Marina Fund Expenses</strong></td>
<td><strong>$262,598</strong></td>
<td><strong>$0</strong></td>
<td><strong>$262,598</strong></td>
</tr>
</tbody>
</table>
MEMORANDUM

TO: Jim O'Toole, Robert Richards

FROM: Melissa Becotte

We are recently in receipt of the billing information for the City's 2017/18 property and liability insurance coverage. Based on the information provided below, I'm recommending City Council approval of MMRMA as the City's insurance carrier for the 2017/18 fiscal year, in the gross amount of $218,403.

**Insurance Coverage**

MMRMA insurance coverage represents the City's main insurance protection. Included in the coverage are a $5,000,000 limit on liability claims and a $64.5 million limit on property claims, with various exclusions and exceptions. The City carries a “maximum out-of-pocket” of $120,000 on claims (after deductibles) and smaller deductibles on auto claims and other property. The attached Coverage Proposal details some of these specifics.

There are no major change in coverage for the 17/18 fiscal year.

**Comparison**

On the last page of this document, I've attached a Ten Year Premium History work paper. Across from the “TOTAL PAYMENTS” line, you will note our premium for 17/18 – at $218,403 – is increased $7,964 or 3.8% when compared to last year.

For the past ten years, MMRMA has had a policy of issuing “dividend” (refund) checks. The only way that we will receive our dividend check is to commit to another year of coverage. MMRMA has maintained that these checks represent earnings on their investments. Last year, we received a dividend check of $206,413. This year's dividend check will amount to an estimated $81,960, payable within one month of our renewal. The reduction was to be expected due to the power plant claim and changing market conditions.

The impact of the dividend checks is that it results in lower “net” premiums; these savings will be spread over all of the various funds and departments as a single charge to “Insurance and Bonds” for each applicable function. For the 17/18 budget process, net costs were estimated to be $125,000 (because there's no way of knowing ahead of time, with any certainty, what our dividend check will be); with the net cost at a negative $121,443, we will be close to budget for this aspect of operations.

I will be at the City Council meeting to address any questions, but if there are any questions prior to then, please contact me.
A. Introduction

The Michigan Municipal Risk Management Authority (hereinafter "MMRMA") is created by authority granted by the laws of the State of Michigan to provide risk financing and risk management services to eligible Michigan local governments. MMRMA is a separate legal and administrative entity as permitted by Michigan laws. City of Escanaba (hereinafter "Member") is eligible to be a Member of MMRMA. City of Escanaba agrees to be a Member of MMRMA and to avail itself of the benefits of membership.

City of Escanaba is aware of and agrees that it will be bound by all of the provisions of the Joint Powers Agreement, Coverage Documents, MMRMA rules, regulations, and administrative procedures.

This Coverage Proposal summarizes certain obligations of MMRMA and the Member. Except for specific coverage limits, attached addenda, and the Member's Self Insured Retention (SIR) and deductibles contained in this Coverage Proposal, the provisions of the Joint Powers Agreement, Coverage Documents, reinsurance agreements, MMRMA rules, regulations, and administrative procedures shall prevail in any dispute. The Member agrees that any dispute between the Member and MMRMA will be resolved in the manner stated in the Joint Powers Agreement and MMRMA rules.

B. Member Obligation - Deductibles and Self Insured Retentions

City of Escanaba is responsible to pay all costs, including damages, indemnification, and allocated loss adjustment expenses for each occurrence that is within the Member's Self Insured Retention (hereinafter the "SIR"). City of Escanaba's SIR and deductibles are as follows:
Table I
Member Deductibles and Self Insured Retentions

<table>
<thead>
<tr>
<th>COVERAGE</th>
<th>DEDUCTIBLE</th>
<th>SELF INSURED RETENTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Liability</td>
<td>N/A</td>
<td>$100,000 Per Occurrence</td>
</tr>
<tr>
<td>Vehicle Physical Damage</td>
<td>$1,000 Per Vehicle</td>
<td>$15,000 Per Vehicle $30,000 Per Occurrence</td>
</tr>
<tr>
<td>Fire/EMS Replacement Cost</td>
<td>$1,000 Per Occurrence</td>
<td>N/A</td>
</tr>
<tr>
<td>Property and Crime</td>
<td>$1,000 Per Occurrence</td>
<td>N/A</td>
</tr>
<tr>
<td>Sewage System Overflow</td>
<td>N/A</td>
<td>$100,000 Per Occurrence</td>
</tr>
</tbody>
</table>

The member must satisfy all deductibles before any payments are made from the Member's SIR or by MMRMA.

Member's Motor Vehicle Physical Damage deductible applies, unless the amount of the loss exceeds the deductible. If the amount of loss exceeds the deductible, the loss including deductible amount, will be paid by MMRMA, subject to the Member's SIR.

The City of Escanaba is afforded all coverages provided by MMRMA, except as listed below:

1. Specialized Emergency Response Expense Recovery Coverage
2. 
3. 
4. 

All costs including damages and allocated loss adjustment expenses are on an occurrence basis and must be paid first from the Member's SIR. The Member's SIR and deductibles must be satisfied fully before MMRMA will be responsible for any payments. The most MMRMA will pay is the difference between the Member's SIR and the Limits of Coverage stated in the Coverage Overview.

City of Escanaba agrees to maintain the Required Minimum Balance as defined in the Member Financial Responsibilities section of the MMRMA Governance Manual. The Member agrees to abide by all MMRMA rules, regulations, and administrative procedures pertaining to the Member's SIR.

C. MMRMA Obligations - Payments and Limits of Coverage

After the Member's SIR and deductibles have been satisfied, MMRMA will be responsible for paying all remaining costs, including damages, indemnification, and allocated loss adjustment expenses to the Limits of Coverage stated in Table II. The Limits of Coverage include the Member's SIR payments.

The most MMRMA will pay, under any circumstances, which includes payments from the Member's SIR, per occurrence, is shown in the Limits of Coverage column in Table II. The Limits of Coverage includes allocated loss adjustment expenses.
### Table II
Limits of Coverage

<table>
<thead>
<tr>
<th>Liability and Motor Vehicle Physical Damage</th>
<th>Limits of Coverage Per Occurrence</th>
<th>Annual Aggregate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Member</td>
<td>All Members</td>
</tr>
<tr>
<td>1 Liability</td>
<td>5,000,000</td>
<td>N/A</td>
</tr>
<tr>
<td>2 Judicial Tenure</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>3 Sewage System Overflows</td>
<td>500,000</td>
<td>N/A</td>
</tr>
<tr>
<td>4 Volunteer Medical Payments</td>
<td>25,000</td>
<td>N/A</td>
</tr>
<tr>
<td>5 First Aid</td>
<td>2,000</td>
<td>N/A</td>
</tr>
<tr>
<td>6 Vehicle Physical Damage</td>
<td>1,500,000</td>
<td>N/A</td>
</tr>
<tr>
<td>7 Uninsured/Underinsured Motorist Coverage (per person)</td>
<td>100,000</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td>250,000</td>
<td>N/A</td>
</tr>
<tr>
<td>8 Michigan No-Fault</td>
<td>Per Statute</td>
<td>N/A</td>
</tr>
<tr>
<td>9 Terrorism</td>
<td>5,000,000</td>
<td>N/A</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Property and Crime</th>
<th>Limits of Coverage Per Occurrence</th>
<th>Annual Aggregate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Member</td>
<td>All Members</td>
</tr>
<tr>
<td>1 Buildings and Personal Property</td>
<td>60,005,280</td>
<td>350,000,000</td>
</tr>
<tr>
<td>2 Personal Property in Transit</td>
<td>2,000,000</td>
<td>N/A</td>
</tr>
<tr>
<td>3 Unreported Property</td>
<td>5,000,000</td>
<td>N/A</td>
</tr>
<tr>
<td>4 Member's Newly Acquired or Constructed Property</td>
<td>5,000,000</td>
<td>N/A</td>
</tr>
<tr>
<td>5 Fine Arts</td>
<td>2,000,000</td>
<td>N/A</td>
</tr>
<tr>
<td>6 Debris Removal (25% of Insured direct loss plus)</td>
<td>25,000</td>
<td>N/A</td>
</tr>
<tr>
<td>7 Money and Securities</td>
<td>1,000,000</td>
<td>N/A</td>
</tr>
<tr>
<td>8 Accounts Receivable</td>
<td>2,000,000</td>
<td>N/A</td>
</tr>
<tr>
<td>9 Fire Protection Vehicles, Emergency Veh., and Mobile Equipment (Per Unit)</td>
<td>2,000,000</td>
<td>10,000,000</td>
</tr>
<tr>
<td>10 Fire and Emergency Vehicle Rental (12 week limit)</td>
<td>1,000 per week</td>
<td>N/A</td>
</tr>
<tr>
<td>11 Structures Other Than a Building</td>
<td>16,500,000</td>
<td>N/A</td>
</tr>
<tr>
<td>12 Storm or Sanitary Sewer Back-Up</td>
<td>1,000,000</td>
<td>N/A</td>
</tr>
<tr>
<td>13 Marine Property</td>
<td>1,000,000</td>
<td>N/A</td>
</tr>
<tr>
<td>14 Other Covered Property</td>
<td>10,000</td>
<td>N/A</td>
</tr>
<tr>
<td>15 Income and Extra Expense</td>
<td>5,000,000</td>
<td>N/A</td>
</tr>
<tr>
<td>16 Blanket Employee Fidelity</td>
<td>1,000,000</td>
<td>N/A</td>
</tr>
<tr>
<td>17 Faithful Performance</td>
<td>Per Statute</td>
<td>N/A</td>
</tr>
<tr>
<td>18 Earthquake</td>
<td>5,000,000</td>
<td>N/A</td>
</tr>
<tr>
<td>19 Flood</td>
<td>5,000,000</td>
<td>N/A</td>
</tr>
<tr>
<td>20 Terrorism</td>
<td>50,000,000</td>
<td>50,000,000</td>
</tr>
</tbody>
</table>
TABLE III
Data Breach and Privacy Liability, Data Breach Loss to Member, Electronic Media Liability, and Breach Mitigation Expense Coverage

Limits of Coverage

Retroactive Dates:
For Coverage A -- Data Breach and Privacy Liability Coverage: 7/1/2013
For Coverage C -- Electronic Media Liability Coverage: 7/1/2013

<table>
<thead>
<tr>
<th>Data Breach and Privacy Liability, Data Breach Loss to Member, Electronic Media Liability, and Breach Mitigation Expense</th>
<th>Limits of Coverage Per Occurrence/Claim</th>
<th>Annual Aggregate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coverage A -- Data Breach and Privacy Liability Coverage:</td>
<td>$5,000,000</td>
<td>$5,000,000</td>
</tr>
<tr>
<td>Each Claim:</td>
<td>Included in the limit above</td>
<td>$15,000,000</td>
</tr>
<tr>
<td>Coverage B -- Data Breach Loss to Member Coverage:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Each Unauthorized Access:</td>
<td>Included in the limit above</td>
<td></td>
</tr>
<tr>
<td>Coverage C -- Electronic Media Liability Coverage:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Each Claim:</td>
<td>Included in the limit above</td>
<td></td>
</tr>
<tr>
<td>Coverage D -- Breach Mitigation Expense Coverage:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Each Unintentional Data Compromise:</td>
<td>Included in the limit above</td>
<td></td>
</tr>
</tbody>
</table>

The total liability of MMRMA shall not exceed $5,000,000 per Member aggregate Limit of Liability for coverages A, B, C, and D, in any coverage period.

The total liability of MMRMA shall not exceed $15,000,000 for All Members aggregate Limit of Liability for coverages A, B, C, and D, from July 1, 2017, to June 30, 2018.

TABLE IV
Data Breach and Privacy Liability, Data Breach Loss to Member, Electronic Media Liability, and Breach Mitigation Expense Coverage

Deductibles

<table>
<thead>
<tr>
<th>Data Breach and Privacy Liability, Data Breach Loss to Member, Electronic Media Liability, and Breach Mitigation Expense</th>
<th>Deductible Per Occurrence/Claim</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coverage A -- Data Breach and Privacy Liability Coverage:</td>
<td>$25,000</td>
</tr>
<tr>
<td>Each Claim:</td>
<td></td>
</tr>
<tr>
<td>Coverage B -- Data Breach Loss to Member Coverage:</td>
<td>$25,000</td>
</tr>
<tr>
<td>Each Unauthorized Access:</td>
<td></td>
</tr>
<tr>
<td>Coverage C -- Electronic Media Liability Coverage:</td>
<td>$25,000</td>
</tr>
<tr>
<td>Each Claim:</td>
<td></td>
</tr>
<tr>
<td>Coverage D -- Breach Mitigation Expense Coverage:</td>
<td>$25,000</td>
</tr>
<tr>
<td>Each Unintentional Data Compromise:</td>
<td></td>
</tr>
</tbody>
</table>
Table V
Specialized Emergency Response Expense Recovery Coverage

Limits of Coverage

<table>
<thead>
<tr>
<th>Specialized Emergency Response Expense Recovery</th>
<th>Limits of Coverage per Occurrence</th>
<th>Annual Aggregate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Member</td>
<td>Member</td>
</tr>
<tr>
<td></td>
<td>All Members</td>
<td>All Members</td>
</tr>
<tr>
<td></td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Table VI
Specialized Emergency Response Expense Recovery Coverage
Deductibles

<table>
<thead>
<tr>
<th>Specialized Emergency Response Expense Recovery</th>
<th>Deductible per Occurrence</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Member</td>
</tr>
<tr>
<td></td>
<td>N/A</td>
</tr>
</tbody>
</table>
D. Contribution for MMRMA Participation

City of Escanaba

Period: July 01, 2017 To July 01, 2018

Coverages per Member Coverage Overview: $196,139
Stop Loss Coverage: $5,264
Member Loss Fund Deposit: $15,000
TOTAL ANNUAL CONTRIBUTIONS: $218,403

E. List of Addenda
1. Stop Loss Program Participation Agreement

This document is for the purpose of quotation only and does not bind coverage in the Michigan Municipal Risk Management Authority, unless accepted and signed by both the authorized Member Representative and MMRMA Representative below.

Accepted By: City of Escanaba

Proposal No: Q000010926

MMRMA Representative

Date

Member Representative

Date

7/1/17 To 7/1/18 Page 6 of 7 City of Escanaba
ADDENDUM

STOP LOSS PROGRAM
PARTICIPATION AGREEMENT

Optional

The Stop Loss Program limits the Member's cash payments during a July 1 - June 30 year for those costs falling within the Member's SIR. The Stop Loss Program responds only to cumulative Member SIR payments, including damages, indemnification, and allocated loss adjustment expenses, within a July 1 - June 30 calendar year. The paid costs include payments for any coverage provided to the Member by MMRMA provided that the costs are actually paid within the July 1 - June 30 period. On July 1 of each year, the Member's paid costs accumulate from zero.

If the Member has chosen to participate in the Stop Loss Program, and if the Member's paid costs exceed the member's entry point, the Stop Loss Program will pay, until July 1, all costs that would, in the absence of the Stop Loss Program, be paid from the Member's SIR. City of Escanaba's entry point is $175,000. Withdrawing Members do not participate in the Stop Loss Program after the date of withdrawal.

The Member agrees to be bound by MMRMA rules relating to the Stop Loss Program.

Accepted by:

________________________
Member Representative

Date: __________________________

________________________
Authorized Representative

Date: 5-23-17
### Location Address | Location Description
--- | ---
1. 410 Ludington Street, Escanaba, MI 49829 | City Hall/Library

<table>
<thead>
<tr>
<th>Building Description</th>
<th>Building Value</th>
<th>Contents Value</th>
<th>Total Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Hall/Library</td>
<td>$7,278,772</td>
<td>$2,605,948</td>
<td>$9,884,720</td>
</tr>
</tbody>
</table>

**Location Totals** | $7,278,772 | $2,605,948 | $9,884,720 |

2. 1711 Sheridan Rd., Escanaba, MI 49829 | Electric Building Offices

<table>
<thead>
<tr>
<th>Building Description</th>
<th>Building Value</th>
<th>Contents Value</th>
<th>Total Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electric Offices/Garage</td>
<td>$1,544,166</td>
<td>$453,292</td>
<td>$1,997,458</td>
</tr>
<tr>
<td>Electric Sub - Garage (Switch Station)</td>
<td>$100,725</td>
<td>$71,547</td>
<td>$172,272</td>
</tr>
<tr>
<td>Electric Sub - 1821 7th Ave. (Switch Station)</td>
<td>$0</td>
<td>$153,316</td>
<td>$153,316</td>
</tr>
<tr>
<td>Electric Sub - N 30th</td>
<td>$30,217</td>
<td>$153,316</td>
<td>$183,533</td>
</tr>
<tr>
<td>Electric Sub - Power Plant</td>
<td>$30,217</td>
<td>$153,316</td>
<td>$183,533</td>
</tr>
</tbody>
</table>

**Location Totals** | $1,705,325 | $984,787 | $2,690,112 |

3. 1705 Sheridan Rd., Escanaba, MI 49829 | Public Works Complex

<table>
<thead>
<tr>
<th>Building Description</th>
<th>Building Value</th>
<th>Contents Value</th>
<th>Total Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Works Offices/Garage</td>
<td>$4,036,240</td>
<td>$883,447</td>
<td>$4,919,687</td>
</tr>
<tr>
<td>Salt Dome</td>
<td>$186,210</td>
<td>$0</td>
<td>$186,210</td>
</tr>
<tr>
<td>Electric Warehouse</td>
<td>$570,628</td>
<td>$291,326</td>
<td>$861,954</td>
</tr>
<tr>
<td>Water Storage Building</td>
<td>$106,188</td>
<td>$26,293</td>
<td>$132,481</td>
</tr>
</tbody>
</table>

**Location Totals** | $4,899,266 | $1,201,066 | $6,100,332 |

4. 80 1st Ave., Escanaba, MI 49829 | Museum

<table>
<thead>
<tr>
<th>Building Description</th>
<th>Building Value</th>
<th>Contents Value</th>
<th>Total Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Museum</td>
<td>$532,672</td>
<td>$0</td>
<td>$532,672</td>
</tr>
</tbody>
</table>

**Location Totals** | $532,672 | $0 | $532,672 |

5. 313 Lakeshore Dr., Escanaba, MI 49829 | Beach House

<table>
<thead>
<tr>
<th>Building Description</th>
<th>Building Value</th>
<th>Contents Value</th>
<th>Total Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beach House</td>
<td>$505,421</td>
<td>$26,293</td>
<td>$531,714</td>
</tr>
</tbody>
</table>

**Location Totals** | $505,421 | $26,293 | $531,714 |
<table>
<thead>
<tr>
<th>Location Address</th>
<th>Location Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>6. 625 Lakeshore Dr., Escanaba, MI 49829</td>
<td>Ludington Park Restroom</td>
</tr>
<tr>
<td><strong>Building Description</strong></td>
<td><strong>Building Value</strong></td>
</tr>
<tr>
<td>Ludington Park Restroom</td>
<td>$205,565</td>
</tr>
<tr>
<td>Location Totals</td>
<td>$205,565</td>
</tr>
<tr>
<td>7. 735 Lakeshore Dr., Escanaba, MI 49829</td>
<td>Band Shell</td>
</tr>
<tr>
<td><strong>Building Description</strong></td>
<td><strong>Building Value</strong></td>
</tr>
<tr>
<td>Band Shell</td>
<td>$174,205</td>
</tr>
<tr>
<td>Location Totals</td>
<td>$174,205</td>
</tr>
<tr>
<td>8. 1 Water Plant Road, Escanaba, MI 49829</td>
<td>Water Plant</td>
</tr>
<tr>
<td><strong>Building Description</strong></td>
<td><strong>Building Value</strong></td>
</tr>
<tr>
<td>Main Plant/Offices/Lab</td>
<td>$4,700,621</td>
</tr>
<tr>
<td>Carbon Building</td>
<td>$747,536</td>
</tr>
<tr>
<td>Well House</td>
<td>$8,639</td>
</tr>
<tr>
<td>Location Totals</td>
<td>$5,456,796</td>
</tr>
<tr>
<td>9. 3501 18th Ave., Escanaba, MI 49829</td>
<td>Wastewater Treatment Plant</td>
</tr>
<tr>
<td><strong>Building Description</strong></td>
<td><strong>Building Value</strong></td>
</tr>
<tr>
<td>Administration/Lab</td>
<td>$1,687,769</td>
</tr>
<tr>
<td>Generator Shed</td>
<td>$29,737</td>
</tr>
<tr>
<td>Headworks Building</td>
<td>$736,506</td>
</tr>
<tr>
<td>New Garage</td>
<td>$95,051</td>
</tr>
<tr>
<td>Heat Exchanger Building</td>
<td>$75,477</td>
</tr>
<tr>
<td>Sewer Truck Storage</td>
<td>$75,586</td>
</tr>
<tr>
<td>Secondary Building</td>
<td>$453,626</td>
</tr>
<tr>
<td>Piping Control Building</td>
<td>$10,499</td>
</tr>
<tr>
<td>Garage</td>
<td>$45,201</td>
</tr>
<tr>
<td>Location Totals</td>
<td>$3,209,452</td>
</tr>
<tr>
<td>10. 211 N. 21st St., Escanaba, MI 49829</td>
<td>Civic Center</td>
</tr>
<tr>
<td><strong>Building Description</strong></td>
<td><strong>Building Value</strong></td>
</tr>
<tr>
<td>Civic Center</td>
<td>$3,471,885</td>
</tr>
<tr>
<td>Location Totals</td>
<td>$3,471,885</td>
</tr>
<tr>
<td>11. 7th Ave. S., Escanaba, MI 49829</td>
<td>Royce Park Shelter</td>
</tr>
<tr>
<td><strong>Building Description</strong></td>
<td><strong>Building Value</strong></td>
</tr>
<tr>
<td>Royce Park Shelter</td>
<td>$139,926</td>
</tr>
<tr>
<td>Location Totals</td>
<td>$139,926</td>
</tr>
<tr>
<td>Location Address</td>
<td>Location Description</td>
</tr>
<tr>
<td>----------------------------------------</td>
<td>----------------------</td>
</tr>
<tr>
<td><strong>12.</strong> 1900 3rd Ave. N., Escanaba, MI 49829</td>
<td>Public Safety</td>
</tr>
<tr>
<td><strong>Building Description</strong></td>
<td><strong>Building Value</strong></td>
</tr>
<tr>
<td>Public Safety</td>
<td>$3,362,237</td>
</tr>
<tr>
<td><strong>Location Totals</strong></td>
<td>$3,362,237</td>
</tr>
<tr>
<td><strong>13.</strong> 17 Water Plant Rd., Escanaba, MI 49829</td>
<td>New Harbormaster</td>
</tr>
<tr>
<td><strong>Building Description</strong></td>
<td><strong>Building Value</strong></td>
</tr>
<tr>
<td>New Harbormaster</td>
<td>$465,630</td>
</tr>
<tr>
<td>Old Harbormaster</td>
<td>$48,614</td>
</tr>
<tr>
<td><strong>Location Totals</strong></td>
<td>$514,244</td>
</tr>
<tr>
<td><strong>14.</strong> 1351 N. 19th St., Escanaba, MI 49829</td>
<td>Webster Park</td>
</tr>
<tr>
<td><strong>Building Description</strong></td>
<td><strong>Building Value</strong></td>
</tr>
<tr>
<td>Shelter House</td>
<td>$127,815</td>
</tr>
<tr>
<td><strong>Location Totals</strong></td>
<td>$127,815</td>
</tr>
<tr>
<td><strong>15.</strong> North Shore St., Escanaba, MI 49829</td>
<td>North Shore Utility Building</td>
</tr>
<tr>
<td><strong>Building Description</strong></td>
<td><strong>Building Value</strong></td>
</tr>
<tr>
<td>North Shore Utility Building</td>
<td>$47,147</td>
</tr>
<tr>
<td><strong>Location Totals</strong></td>
<td>$47,147</td>
</tr>
<tr>
<td><strong>16.</strong> 1025 Ludington St., Escanaba, MI 49829</td>
<td>Center Court</td>
</tr>
<tr>
<td><strong>Building Description</strong></td>
<td><strong>Building Value</strong></td>
</tr>
<tr>
<td>DDA Building</td>
<td>$184,587</td>
</tr>
<tr>
<td><strong>Location Totals</strong></td>
<td>$184,587</td>
</tr>
<tr>
<td><strong>17.</strong> Athletic Field, Escanaba, MI 49829</td>
<td>Athletic Field Concession Stand</td>
</tr>
<tr>
<td><strong>Building Description</strong></td>
<td><strong>Building Value</strong></td>
</tr>
<tr>
<td>Athletic Field Concession Stand</td>
<td>$386,148</td>
</tr>
<tr>
<td><strong>Location Totals</strong></td>
<td>$386,148</td>
</tr>
<tr>
<td><strong>18.</strong> 101 Ludington St., Escanaba, MI 49829</td>
<td>Ludington St. Pump Station/Restrooms</td>
</tr>
<tr>
<td><strong>Building Description</strong></td>
<td><strong>Building Value</strong></td>
</tr>
<tr>
<td>Booster Pump Station/Restrooms</td>
<td>$183,829</td>
</tr>
<tr>
<td>Generator Building</td>
<td>$5,299</td>
</tr>
<tr>
<td><strong>Location Totals</strong></td>
<td>$189,128</td>
</tr>
<tr>
<td>Location Address</td>
<td>Location Description</td>
</tr>
<tr>
<td>----------------------------------</td>
<td>----------------------</td>
</tr>
<tr>
<td>19. Wading Pool, Escanaba, MI 49829</td>
<td>Wading Pool</td>
</tr>
<tr>
<td><strong>Building Description</strong></td>
<td><strong>Building Value</strong></td>
</tr>
<tr>
<td>Storage Shed</td>
<td>$18,964</td>
</tr>
<tr>
<td><strong>Location Totals</strong></td>
<td>$18,964</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Location Address</th>
<th>Location Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>20. All Locations, Escanaba, MI 49829</td>
<td>SOTB</td>
</tr>
<tr>
<td><strong>Building Description</strong></td>
<td><strong>Building Value</strong></td>
</tr>
<tr>
<td>SOTB</td>
<td>$15,318,669</td>
</tr>
<tr>
<td><strong>Location Totals</strong></td>
<td>$15,318,669</td>
</tr>
</tbody>
</table>

| Grand Totals                     |                      |
| **Building Value**               | **Contents Value**   | **Total Value**    |
| $47,728,224                      | $11,277,056          | $59,005,280        |
### CITY OF ESCANABA
#### Analysis of Insurance Premiums

**Ten Year Premium History**

<table>
<thead>
<tr>
<th></th>
<th>08/09</th>
<th>09/10</th>
<th>10/11</th>
<th>11/12</th>
<th>12/13</th>
<th>13/14</th>
<th>14/15</th>
<th>15/16</th>
<th>16/17</th>
<th>17/18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Real Property</td>
<td>$34,286</td>
<td>$34,629</td>
<td>$33,936</td>
<td>$30,542</td>
<td>$30,771</td>
<td>$48,514</td>
<td>$48,967</td>
<td>$43,676</td>
<td>$64,519</td>
<td>$42,469</td>
</tr>
<tr>
<td>Contents</td>
<td>5,289</td>
<td>6,342</td>
<td>5,235</td>
<td>4,973</td>
<td>5,010</td>
<td>6,278</td>
<td>6,353</td>
<td>5,667</td>
<td>12,528</td>
<td>14,777</td>
</tr>
<tr>
<td>EDP</td>
<td>237</td>
<td>239</td>
<td>234</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Extra Expense</td>
<td>29</td>
<td>29</td>
<td>28</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Inland Marine</td>
<td>1,586</td>
<td>1,602</td>
<td>1,570</td>
<td>1,492</td>
<td>1,503</td>
<td>2,283</td>
<td>4,395</td>
<td>3,919</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Structures Other Than a Building</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>20,073</td>
</tr>
<tr>
<td>Other</td>
<td>503</td>
<td>508</td>
<td>497</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Sub-Total</strong></td>
<td>$41,930</td>
<td>$42,349</td>
<td>$41,500</td>
<td>$37,007</td>
<td>$37,284</td>
<td>$57,075</td>
<td>$59,715</td>
<td>$53,262</td>
<td>$77,047</td>
<td>$77,319</td>
</tr>
<tr>
<td>Police Professional</td>
<td>9,115</td>
<td>9,297</td>
<td>10,227</td>
<td>10,738</td>
<td>10,792</td>
<td>13,490</td>
<td>$16,188</td>
<td>$28,023</td>
<td>$23,363</td>
<td>$25,472</td>
</tr>
<tr>
<td>Streets</td>
<td>5,889</td>
<td>6,007</td>
<td>5,406</td>
<td>4,325</td>
<td>4,357</td>
<td>4,397</td>
<td>4,185</td>
<td>4,185</td>
<td>4,185</td>
<td>4,185</td>
</tr>
<tr>
<td>Electric</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>All Other</td>
<td>47,141</td>
<td>48,093</td>
<td>46,028</td>
<td>36,606</td>
<td>37,215</td>
<td>38,881</td>
<td>44,994</td>
<td>56,244</td>
<td>49,581</td>
<td>51,604</td>
</tr>
<tr>
<td><strong>Sub-Total</strong></td>
<td>$74,793</td>
<td>$76,298</td>
<td>$73,272</td>
<td>$60,958</td>
<td>$61,723</td>
<td>$60,433</td>
<td>$69,032</td>
<td>$92,110</td>
<td>$80,787</td>
<td>$84,919</td>
</tr>
<tr>
<td>Fleet</td>
<td>$17,833</td>
<td>$17,381</td>
<td>$19,120</td>
<td>$22,763</td>
<td>$22,992</td>
<td>$33,648</td>
<td>$30,345</td>
<td>$33,165</td>
<td>$32,199</td>
<td>$35,901</td>
</tr>
<tr>
<td>Electric Operations</td>
<td>$87,247</td>
<td>$88,463</td>
<td>$86,964</td>
<td>$69,931</td>
<td>$67,433</td>
<td>$52,748</td>
<td>$52,748</td>
<td>$48,106</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Stop Loss</td>
<td>$14,880</td>
<td>$15,087</td>
<td>$15,638</td>
<td>$13,498</td>
<td>$13,613</td>
<td>$12,622</td>
<td>$13,147</td>
<td>$14,148</td>
<td>$5,406</td>
<td>$5,264</td>
</tr>
<tr>
<td><strong>MMRMA Risk &amp; Capitalization</strong></td>
<td>$20,000</td>
<td>$20,000</td>
<td>$20,000</td>
<td>$20,000</td>
<td>$20,000</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>TOTAL PAYMENTS</strong></td>
<td><strong>$271,683</strong></td>
<td><strong>$274,578</strong></td>
<td><strong>$271,224</strong></td>
<td><strong>$236,157</strong></td>
<td><strong>$238,045</strong></td>
<td><strong>$231,526</strong></td>
<td><strong>$239,987</strong></td>
<td><strong>$255,791</strong></td>
<td><strong>$210,439</strong></td>
<td><strong>$218,403</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Insurance Portion</th>
<th>Member Loss Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td>08/09</td>
<td>$256,683</td>
<td>15,000</td>
</tr>
<tr>
<td>09/10</td>
<td>$259,578</td>
<td>15,000</td>
</tr>
<tr>
<td>10/11</td>
<td>$256,224</td>
<td>15,000</td>
</tr>
<tr>
<td>11/12</td>
<td>$221,157</td>
<td>15,000</td>
</tr>
<tr>
<td>12/13</td>
<td>$223,045</td>
<td>15,000</td>
</tr>
<tr>
<td>13/14</td>
<td>$216,526</td>
<td>15,000</td>
</tr>
<tr>
<td>14/15</td>
<td>$224,987</td>
<td>15,000</td>
</tr>
<tr>
<td>15/16</td>
<td>$240,791</td>
<td>15,000</td>
</tr>
<tr>
<td>16/17</td>
<td>$195,439</td>
<td>15,000</td>
</tr>
<tr>
<td>17/18</td>
<td>$203,403</td>
<td>15,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>08/09</td>
<td>$256,683</td>
<td>0</td>
<td>-55,227</td>
<td>$201,456</td>
</tr>
<tr>
<td>09/10</td>
<td>$259,578</td>
<td>0</td>
<td>-43,454</td>
<td>$216,124</td>
</tr>
<tr>
<td>10/11</td>
<td>$256,224</td>
<td>0</td>
<td>-81,405</td>
<td>$174,819</td>
</tr>
<tr>
<td>11/12</td>
<td>$221,157</td>
<td>0</td>
<td>-196,903</td>
<td>$24,254</td>
</tr>
<tr>
<td>12/13</td>
<td>$223,045</td>
<td>0</td>
<td>-108,154</td>
<td>$114,891</td>
</tr>
<tr>
<td>13/14</td>
<td>$216,526</td>
<td>0</td>
<td>-194,653</td>
<td>$21,873</td>
</tr>
<tr>
<td>14/15</td>
<td>$224,987</td>
<td>0</td>
<td>-273,165</td>
<td>-68,178</td>
</tr>
<tr>
<td>15/16</td>
<td>$240,791</td>
<td>0</td>
<td>-206,413</td>
<td>$34,378</td>
</tr>
<tr>
<td>16/17</td>
<td>$195,439</td>
<td>0</td>
<td>-81,960</td>
<td>$113,479</td>
</tr>
<tr>
<td>17/18</td>
<td>$203,403</td>
<td>0</td>
<td>0</td>
<td>$203,403</td>
</tr>
</tbody>
</table>
Memo

To: Jim O'Toole, City Manager
From: Melissa Becotte, City Controller
cc: 
Date: June 7, 2017
Re: PILT Ordinances

I received a call from Jim Schubiner at Access Group LLC. His company is purchasing West Highland and Sand Hill Townhomes. Currently, these two properties are covered under a single PILT ordinance. Access Group will be financing these properties separately so MSHDA is requiring them each to have their own ordinance.

Attached are the proposed ordinances that need to be presented to City Council for approval. The terms of the ordinances are the same terms currently in place for these properties. These ordinances have been reviewed by the City Attorney and no issues were found. I would ask that you include these items on the June 15th City Council agenda for the 1st reading and again on the July 6th agenda for the 2nd reading and adoption.

Please let me know if you have any questions.
ORDINANCE NO. 1185

AN ORDINANCE TO AMEND CHAPTER 26 - TAXATION
OF THE CODE OF ORDINANCES OF THE CITY OF ESCANABA

THE CITY OF ESCANABA ORDAINS:

CHAPTER 1

Chapter 26 - Taxation of the Escanaba Code of Ordinances is hereby amended by adding Division 7, West Highland Apartments Limited Dividend Housing Association LLC, to read as follows:

CHAPTER 26 - TAXATION

ARTICLE III, SERVICE CHARGE IN LIEU OF PROPERTY TAXES
FOR HOUSING DEVELOPMENT

DIVISION 7, West Highland Apartments Limited Dividend Housing Association LLC

Sec. 26-70. Preamble.

It is acknowledged that it is a proper public purpose of the State of Michigan and its political subdivisions to provide affordable housing for its citizens of low income and to encourage the development of such housing by providing for a service charge in lieu of property taxes in accordance with the State Housing Development Authority Act of 1966 (1966 PA 346, as amended, MCLA Section 125.1401 et seq, MSA Section 116.114(1) et seq.). The city is authorized by this Act to establish or change the service charge to be paid in lieu of taxes by any or all classes of housing exempt from taxation under this Act at any amount it chooses not to exceed the taxes that would be paid but for this Act. It is further acknowledged that such housing for persons of low income is a public necessity, and as the city will be benefitted and improved by such housing, the encouragement of the same by providing certain real estate tax exemption for such housing is a valid public purpose; further, that the continuation of the provisions of this article for tax exemption and the service charge in lieu of taxes during the period contemplated in this article are essential to the determination of economic feasibility of housing developments which are constructed and financed in reliance on such tax exemption.

The city acknowledges that West Highland Apartments Limited Dividend Housing Association LLC has offered subject to receipt of the allocation under the LIHTC Program by the Michigan State Housing Development Authority to purchase, rehabilitate and operate a housing project for elderly persons of low to moderate income known as the West Highland Apartments on certain property located at:
A parcel of land located in the Northwest Quarter of the Southeast Quarter of Section 25, Township 39 North, Range 23 West, Delta County, City of Escanaba, State of Michigan, being more particularly described as:

Commencing at the Quarter corner common to Sections 25 and 36; thence N00°30'00"E along the North and South ¼ line of Section 25 a distance of 1350.62 feet to the S 1/16 line of Section 25; thence S89°54'30"E along the S 1/16 line of Section 25 and also being on the North right-of-way line of Third Avenue, South a distance of 658.59 feet to a ¾" capped iron pipe; said iron pipe being the Point of Beginning of the description; thence N00°25'30"E a distance of 671.03 feet to a ¾" capped iron pipe being on the South right-of-way line of First Avenue, South; thence S89°58'00"E along the South right-of-way line of First Avenue, South a distance of 617.69 feet to a ¾" capped iron pipe being on the West right-of-way line of Twenty-sixth Street South; thence S00°02'00"W along the West right-of-way line of Twenty-sixth Street a distance of 671.65 feet to a ¾" capped iron pipe being on the S 1/16 line of Section 25 and also being on the North right-of-way of Third Avenue South; thence N89°54'30"W along the S 1/6 line of Section 25 and also being on the North right-of-way line of Third Avenue South a distance of 622.19 feet to the Point of Beginning.

Consisting of 135 units in the city to serve elderly persons of low and moderate income, and that the sponsor has offered to pay the city on account of this housing development an annual service charge for public service in lieu of taxes.

Sec. 26-71. Definitions.

All terms not herein defined shall have the meanings given them in the State Housing Development Authority Act of 1966, being Public Act of 1966, of the State of Michigan, as amended.

1. Act means the State Housing Development Authority Act, being Michigan Public Act of 1966, as amended.

2. Annual shelter rent means the total collections, including rental subsidy, during an agreed annual period from all occupants of a housing development representing rent or occupancy charges, exclusive of charges for gas, electricity, heat, late fees, or other utilities furnished to the occupants.

3. Authority means the Michigan State Housing Development Authority.

4. Housing development means a development which contains a significant element of housing for persons of low income and such
elements of other housing, commercial, recreational, industrial, communal, and educational facilities as the authority determines improve the quality of the development as it relates to housing for persons of low income.

5. Low Income or Moderate Income Persons means families and persons at or below 60% of the area median income adjusted for family size.

6. Mortgage loan means a loan to be made by the authority to the sponsor for the construction and/or permanent financing of the housing development.

7. Sponsor means person(s) or entities which have applied to the authority for a mortgage loan or for an allocation under the Low Income Housing Tax Credit Program to finance a housing development.

8. Utilities mean fuel, water, sanitary sewer service and/or electrical service which are paid by the housing development.

Section 26-72, Class of housing development.

It is determined that the class of housing development to which the tax exemption shall apply and for which a service charge shall be paid in lieu of such taxes shall be housing developments which are financed or assisted pursuant to the act. It is further determined that the development is of this class.

Section 26-73. Establishment of annual service charge.

The housing development known as the West Highland Apartments and the property on which it is constructed shall be exempt from all property taxes as of or effective on the December 31st of the year the certified notification of exemption was filed with the City Assessor prior to November 1st. The city acknowledging that the sponsor and the authority have established the economic feasibility of the housing development in reliance upon the enactment and continuing effect of this article and the qualification of the housing development for the exemption from all property taxes and a payment in lieu of taxes as established in this article, and in consideration of the sponsor's offer, subject to existence of a mortgage loan and proper certificate of exemption filed, to own and operate the apartment complex, agrees to accept payment of an annual service charge for public services in lieu of all property taxes. The annual service charge shall be equal to four (4) percent of ninety-five (95%) percent of the Contract Rents as defined by the U.S. Department of Housing and Urban Development in Rules promulgated pursuant to the U.S. Housing Act of 1937, as amended, of the
preceding calendar year exclusive of the utilities and the amount paid to the City during
the preceding calendar year for the annual service charge.

Section 26-74. Limitation on the payment of the annual service charge.

Notwithstanding Section 26-73, the service charge to be paid each year in lieu of
taxes for the part of the housing development which is tax exempt and which is
occupied by other than low income persons or families shall be equal to the full amount
of the taxes which shall be paid on that portion of the housing development if the
housing development were not tax exempt.

Notwithstanding Section 26-73, the service charge to be paid each year in lieu of
taxes for the part of the housing project that is tax exempt but which is occupied by
other than low income persons or families shall be equal to the full amount of taxes
which would be paid on that portion of the housing project if the housing project were
not tax exempt.

Section 26-75. Contractual effect of this article.

Notwithstanding the provisions of (Section 15(a)(5)) of the act to the contrary, a
contract between the city and the sponsor, with the authority as third party beneficiary
under the contract, to provide tax exemption and accept payments in lieu of taxes, as
previously described, is effectuated by enactment of this article.

Section 26-76. Payment of service charge.

The service charge in lieu of taxes as determined under the article shall be
payable in the same manner as general property taxes are payable to the city except
that the annual payment shall be paid on or before September 15th of each year.

Section 26-77. Duration.

This article shall remain in effect and shall not terminate so long as the
authority's mortgage loan remains outstanding and unpaid or the authority has any
interest in the property; or the housing development remains subject to income and rent
restrictions pursuant to Section 42 of the Internal Revenue Code of 1986, as amended.
Notwithstanding the foregoing, this Ordinance shall terminate if this property ceases to
serve low to moderate income persons.

CHAPTER II
SAVINGS CLAUSE

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

CHAPTER III
REPEALING CHAPTER

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

CHAPTER IV
EFFECTIVE DATE

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

APPROVED:                   APPROVED:

Ralph B.K. Peterson, City Attorney                           Marc D. Tall, Mayor

ATTEST:

Robert S. Richards, CMC/City Clerk

I hereby certify that the foregoing constitutes a true and complete copy of an Ordinance duly adopted by the City Council of the City of Escanaba, County of Delta, Michigan, at a Regular Meeting held on the __ day of ________, 2017, and was published in the Daily Press, a newspaper of general circulation in the City of Escanaba on ____________, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Robert S. Richards, CMC/City Clerk
ORDINANCE NO. 1186

AN ORDINANCE TO AMEND CHAPTER 26 - TAXATION OF THE CODE OF ORDINANCES OF THE CITY OF ESCANABA

THE CITY OF ESCANABA ORDAINS:

CHAPTER 1

Chapter 26 - Taxation of the Escanaba Code of Ordinances is hereby amended by adding Division 8, Sand Hill Townhomes Limited Dividend Housing Association LLC, to read as follows:

CHAPTER 26 - TAXATION

ARTICLE III, SERVICE CHARGE IN LIEU OF PROPERTY TAXES FOR HOUSING DEVELOPMENT

DIVISION 8, Sand Hill Townhomes Limited Dividend Housing Association LLC

Sec. 26-80. Preamble.

It is acknowledged that it is a proper public purpose of the State of Michigan and its political subdivisions to provide affordable housing for its citizens of low income and to encourage the development of such housing by providing for a service charge in lieu of property taxes in accordance with the State Housing Development Authority Act of 1966 (1966 PA 346, as amended, MCLA Section 125.1401 et seq, MSA Section 116.114(l) et seq.). The city is authorized by this Act to establish or change the service charge to be paid in lieu of taxes by any or all classes of housing exempt from taxation under this Act at any amount it chooses not to exceed the taxes that would be paid but for this Act. It is further acknowledged that such housing for persons of low income is a public necessity, and as the city will be benefitted and improved by such housing, the encouragement of the same by providing certain real estate tax exemption for such housing is a valid public purpose; further, that the continuation of the provisions of this article for tax exemption and the service charge in lieu of taxes during the period contemplated in this article are essential to the determination of economic feasibility of housing developments which are constructed and financed in reliance on such tax exemption.

The city acknowledges that Sand Hill Townhomes Limited Dividend Housing Association LLC has offered subject to receipt of the allocation under the LIHTC Program by the Michigan State Housing Development Authority to purchase, rehabilitate and operate a housing project for elderly persons of low to moderate income known as the Sand Hill Townhomes on certain property located at:
Commencing at the Quarter corner common to Sections 25 and 36, T39N, R23W; thence N89°24'00"E along the Section Line common to Section 25 and 36 also being on the South right-of-way line of Fifth Avenue, South a distance of 990.12 feet to a ½ inch iron rod the Point of Beginning of the parcel being described; thence continuing N89°24'00"E along the Section Line common to Sections 25 and 36 also being on the South right-of-way of Fifth Avenue, South a distance of 300.04 feet to a ¾ inch capped iron pipe; thence S00°53'00"W along the West right-of-way line of Twenty-Sixth Street, South and being 30 feet West of and parallel with the E. 1/16 line of Section 36 a distance of 658.08 feet to a ¾ inch capped iron pipe; thence S89°26'30"W a distance of 300.42 feet to a ½ inch iron rod; thence N00°56'00"E a distance of 657.82 feet to the Point of Beginning.

Said parcel contains 4.53 acres of land, more or less and subject to a 20 foot power line easement running East and West across said parcel, centerline of said power line easement being 140.0 feet South of the South right-of-way line of Fifth Avenue South.

Consisting of 75 units in the city to serve families and persons of low and moderate income, and that the sponsor has offered to pay the city on account of this housing development an annual service charge for public service in lieu of taxes.

Sec. 26-81. Definitions.

All terms not herein defined shall have the meanings given them in the State Housing Development Authority Act of 1966, being Public Act of 1966, of the State of Michigan, as amended.

1. Act means the State Housing Development Authority Act, being Michigan Public Act of 1966, as amended.

2. Annual shelter rent means the total collections, including rental subsidy, during an agreed annual period from all occupants of a housing development representing rent or occupancy charges, exclusive of charges for gas, electricity, heat, late fees, or other utilities furnished to the occupants.

3. Authority means the Michigan State Housing Development Authority.

4. Housing development means a development which contains a significant element of housing for persons of low income and such elements of other housing, commercial, recreational, industrial, communal, and educational facilities as the authority determines improve the quality of the development as it relates to housing for persons of low income.
5. *Low Income or Moderate Income Persons* means families and persons at or below 60% of the area median income adjusted for family size.

6. *Mortgage loan* means a loan to be made by the authority to the sponsor for the construction and/or permanent financing of the housing development.

7. *Sponsor* means person(s) or entities which have applied to the authority for a mortgage loan or for an allocation under the Low Income Housing Tax Credit Program to finance a housing development.

8. *Utilities* mean fuel, water, sanitary sewer service and/or electrical service which are paid by the housing development.

**Section 26-82, Class of housing development.**

It is determined that the class of housing development to which the tax exemption shall apply and for which a service charge shall be paid in lieu of such taxes shall be housing developments which are financed or assisted pursuant to the act. It is further determined that the development is of this class.

**Section 26-83. Establishment of annual service charge.**

The housing development known as the Sand Hill Townhomes and the property on which it is constructed shall be exempt from all property taxes as of or effective on the December 31st of the year the certified notification of exemption was filed with the City Assessor prior to November 1st. The city acknowledging that the sponsor and the authority have established the economic feasibility of the housing development in reliance upon the enactment and continuing effect of this article and the qualification of the housing development for the exemption from all property taxes and a payment in lieu of taxes as established in this article, and in consideration of the sponsor's offer, subject to existence of a mortgage loan and proper certificate of exemption filed, to own and operate the apartment complex, agrees to accept payment of an annual service charge for public services in lieu of all property taxes. The annual service charge shall be equal to four (4) percent of ninety-five (95%) percent of the Contract Rents as defined by the U.S. Department of Housing and Urban Development in Rules promulgated pursuant to the U.S. Housing Act of 1937, as amended, of the preceding calendar year exclusive of the utilities and the amount paid to the City during the preceding calendar year for the annual service charge.
Section 26-84. Limitation on the payment of the annual service charge.

Notwithstanding Section 26-83, the service charge to be paid each year in lieu of taxes for the part of the housing development which is tax exempt and which is occupied by other than low income persons or families shall be equal to the full amount of the taxes which shall be paid on that portion of the housing development if the housing development were not tax exempt.

Notwithstanding Section 26-83, the service charge to be paid each year in lieu of taxes for the part of the housing project that is tax exempt but which is occupied by other than low income persons or families shall be equal to the full amount of taxes which would be paid on that portion of the housing project if the housing project were not tax exempt.

Section 26-85. Contractual effect of this article.

Notwithstanding the provisions of (Section 15(a)(5)) of the act to the contrary, a contract between the city and the sponsor, with the authority as third party beneficiary under the contract, to provide tax exemption and accept payments in lieu of taxes, as previously described, is effectuated by enactment of this article.

Section 26-86. Payment of service charge.

The service charge in lieu of taxes as determined under the article shall be payable in the same manner as general property taxes are payable to the city except that the annual payment shall be paid on or before September 15th of each year.

Section 26-87. Duration.

This article shall remain in effect and shall not terminate so long as the authority's mortgage loan remains outstanding and unpaid or the authority has any interest in the property; or the housing development remains subject to income and rent restrictions pursuant to Section 42 of the Internal Revenue Code of 1986, as amended. Notwithstanding the foregoing, this Ordinance shall terminate if this property ceases to serve low to moderate income persons.

CHAPTER II
SAVINGS CLAUSE

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

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

CHAPTER IV  
EFFECTIVE DATE  

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

APPROVED:  

Ralph B.K. Peterson, City Attorney

APPROVED:  

Marc D. Tall, Mayor

ATTEST:  

Robert S. Richards, CMC/City Clerk

I hereby certify that the foregoing constitutes a true and complete copy of an Ordinance duly adopted by the City Council of the City of Escanaba, County of Delta, Michigan, at a Regular Meeting held on the ____ day of ________, 2017, and was published in the Daily Press, a newspaper of general circulation in the City of Escanaba on ________________, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Robert S. Richards, CMC/City Clerk
MEMORANDUM

To: Melissa Becotte, City Controller, City of Escanaba
    P.O. Box 948
    Escanaba, MI 49829

From: Jim Schubiner, Manager, The Access Group LLC
       www.accessgrouphousing.com

Date: May 18, 2017

Subject: PILOT Ordinance for West Highland and Sand Hill Apartments

Dear Melissa,

I am writing to formalize our request to amend the existing Payment in Lieu of Tax (PILOT) ordinance that covers West Highland and Sand Hill Apartments in order to accommodate new financing from the Michigan State Housing Development Authority (MSHDA).

As you may know, there is currently one MSHDA loan covering both projects and one PILOT ordinance. The Access Group LLC will be acquiring and renovating the projects using new MSHDA financing that will be provided through two separate loans. Accordingly, MSHDA has requested that there be two separate PILOT ordinances, one for each project.

In the first 18 months following the acquisition, which is expected to occur in January of 2018, the projects will undergo renovations made possible by the MSHDA financing. The planned renovations will consist of paving and sidewalk improvements, site lighting, landscaping and replacements of building systems including the roof on the senior building, siding on the townhomes, windows, elevator modernizations and an upgraded security system. In addition, there will be improvements made to the apartment interiors.

If I can provide any additional information or answer any questions, please email me at jim.schubiner@accessgrouphousing.com or call me at 248-229-9393.

Sincerely,

Jim Schubiner
**SPECIAL EVENT APPLICATION - CITY OF ESCANABA**  
Festivals, Parades, Races, Walkathons, Temporary Road Closures

**DATE(S) OF EVENT:** Saturday July 29, 2017  
(Date of Week, Month, Day, Year) (eg: Saturday, January 2, 2014)

**NAME OF EVENT:** Marina Fest

**CONTACT INFORMATION** (Please Print Clearly – Incomplete applications may be delayed)

<table>
<thead>
<tr>
<th>Organization:</th>
<th>Escanaba Marina</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Person:</td>
<td>Larry Gravatt</td>
</tr>
<tr>
<td>Phone (day):</td>
<td>789-0441</td>
</tr>
<tr>
<td>Address:</td>
<td>1914 17th St.</td>
</tr>
<tr>
<td>City:</td>
<td>Escanaba</td>
</tr>
<tr>
<td>Postal Code:</td>
<td>49829</td>
</tr>
<tr>
<td>Phone (evening):</td>
<td>789-0441</td>
</tr>
<tr>
<td>E-mail:</td>
<td><a href="mailto:lgravatt@escanaba.org">lgravatt@escanaba.org</a></td>
</tr>
<tr>
<td>Website:</td>
<td></td>
</tr>
<tr>
<td>Charitable Org #:</td>
<td>(If applicable)</td>
</tr>
<tr>
<td>Event Phone:</td>
<td>786-9614</td>
</tr>
<tr>
<td>Fax:</td>
<td></td>
</tr>
</tbody>
</table>

**Alternate Contact:**  
(It is recommended that an alternate name & telephone number be provided)

**LOCATION**

- [ ] City Park  
- [ ] Building/Facility  
- [ ] Road (s)  

Name/Area: Escanaba Marina  
Road Closure Required?:  
Partial [ ]  
Full [x]

**DATE / TIME**

<table>
<thead>
<tr>
<th>Event Begins</th>
<th>Event Ends</th>
</tr>
</thead>
<tbody>
<tr>
<td>DATE: 7/29/17</td>
<td>DATE: 7/29/17</td>
</tr>
<tr>
<td>TIME: 10:00 AM</td>
<td>TIME: 10:30 PM</td>
</tr>
</tbody>
</table>

**SET UP TIME**

- [ ] Set Up Start  
- [ ] Tear Down End

| DATE: 7/28/17 | DATE: 7/31/17 |
| TIME: All Day | TIME: All Day |

The collection, use and disclosure of personally identifying information submitted on this form will be used to facilitate the request to host a special event within the City of Escanaba. Applicants may, from time to time, be contacted by the City or a City-contracted third-party for the express purposes of gathering information about the proposed event, assessing satisfaction and/or obtaining feedback on services related to special events. Questions about this collection should be directed to the City Manager.
**EVENT DETAILS**

**TYPE OF EVENT**
- [ ] Parade
- [ ] Cycling
- [x] Festival/Event
- [ ] Run
- [ ] Walkathon
- [ ] Other (specify) ________________

**ESTIMATED ATTENDANCE** (please estimate all that apply)

<table>
<thead>
<tr>
<th>Participants #</th>
<th>1000</th>
<th>Wheelchair Accessible</th>
<th>Yes [x] No [ ]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bands #</td>
<td>5</td>
<td>For events on City Property are you seeking approval to charge:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Admission</td>
<td>Yes [ ] No [x]</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Parking</td>
<td>Yes [ ] No [ ]</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Is this event:</td>
<td>[x] Open to the Public</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>[ ] For Invited Guests only</td>
</tr>
<tr>
<td>Volunteers #</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Public #</td>
<td>1000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**EVENT ELEMENTS** (complete to ensure proper permits are processed)

<table>
<thead>
<tr>
<th>Power Requirements*</th>
<th>Yes [x] No [ ]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sound Amplification</td>
<td>Yes [x] No [ ]</td>
</tr>
<tr>
<td>Access to power if possible</td>
<td>Yes [x] No [ ]</td>
</tr>
<tr>
<td>Live Music</td>
<td>Yes [x] No [ ]</td>
</tr>
<tr>
<td>Tents/Temp. Structures</td>
<td>Yes [x] No [ ]</td>
</tr>
<tr>
<td>Size of tent(s):</td>
<td>40 x 60</td>
</tr>
<tr>
<td>Amusement Rides</td>
<td>Yes [x] No [ ]</td>
</tr>
<tr>
<td>Provider:</td>
<td>__________________</td>
</tr>
<tr>
<td>Inflatables</td>
<td>Yes [x] No [ ]</td>
</tr>
<tr>
<td>Provider:</td>
<td>__________________</td>
</tr>
</tbody>
</table>

**FOOD & BEVERAGE**

Will there be food & non alcoholic beverages sold? [x] Yes No (continue to next page) [ ]

Food stand locations
- [x] Indoor
- [ ] Outdoor
- [ ] Inside & Outside

What kinds of food will the Stands be selling? (check all that apply)
- [x] Chicken/seafood
- [ ] Rice/pasta dishes
- [ ] Pop, chips, candy
- [x] Hotdogs/hamburgers
- [ ] Soups/chilli
- [ ] Salad
- [ ] Other meats
- [ ] Baked goods
- [ ] Other foods (please list) Ice cream


Reservation Fees (check applicable box):

Ludington Park Pavilion 1/2 day  ☐ $75 (resident)  ☐ $100 (non-resident)
Ludington Park Pavilion full day  ☐ $100 (resident)  ☐ $125 (non-resident)
Ludington Park Bandshell 1/2 day  ☐ $75 (resident)  ☐ $100 (non-resident)
Ludington Park Bandshell full day  ☐ $100 (resident)  ☐ $125 (non-resident)
Ludington Park Gazebo  ☐ $50 p/2 hour block (res)  ☐ $75 p/2 hour block (non-resident)
Other Picnic or Gathering Areas  ☐ $35 p/day
John D. Besse Park Pavilion 1/2 day  ☐ $75 (resident)  ☐ $100 (non-resident)
John D. Besse Park Pavilion full day  ☐ $100 (resident)  ☐ $125 (non-resident)
Lemerand Pavilion 1/2 day  ☐ $75 (resident)  ☐ $100 (non-resident)
Lemerand Pavilion full day  ☐ $100 (resident)  ☐ $125 (non-resident)
Lemerand Complex  ☐ $250 per day

Half Day Reservation: Cut-off time is 4:00 pm. Half-day reservations can be made before or after 4:00 pm.

EVENTS REQUESTING ROAD CLOSURE

Road closures must be approved by City Council. Once City Council has approved your road closure, changes cannot be made to your route without notification to the City Manager as a secondary Council Approval will have to be sought.
A detailed map of road closure MUST be included. Applicants must notify abutting properties of the closure at least 14 days in advance of the event. This notification letter must be approved by the City Manager’s Office. If there are any SPECIAL REQUESTS that you would like City to consider, please outline them on a separate paper and attach

DEFINE THE CLOSURE LIMITS – ATTACH A DETAILED MAP

I have read and understood the Special Events Application.

I will notify the City Manager’s Office of any changes to my event application at least fourteen (14) days in advance of the event.

I have received a copy, read and understand the contents of the City of Escanaba Policy and Procedures No. 060101-10, Alcohol in Public Places (if applicable).

[Signature]
Event Organizer Signature

[Signature]
Print Name & Date

Planning/dda/special event application
MEMORANDUM

June 12, 2017

TO: James V. O'Toole, City Manager
FROM: Kim Peterson, Recreation Director
SUBJECT: Approval of Use Lease
Eskymo Fan Club, Inc. and Escanaba Cubs Baseball Club, Inc.
City Council Meeting Agenda for June 15, 2017

Administration is seeking approval of a lease with the Eskymo Fan Club and Escanaba Cubs Baseball Club, Inc. for use of the Athletic Field Concession Stand. The athletic field concession stand is owned by the City of Escanaba. The proposed lease would be effective until 2027 which would coincide with the Escanaba Area Public Schools lease for the athletic field concession stand building. No changes have been made since the last approved lease agreement.
LEASE AGREEMENT

This Lease Agreement ("Agreement") is entered in this 13th day of April, 2017, by and between the City of Escanaba, whose address is 410 Ludington Street, Escanaba, Michigan 49829 ("City") and Eskymo Fan Club, Inc. ("EFC") and Escanaba Cubs Baseball Club, Inc. (together with EFC, collectively referred to herein as "Lessees"), for the lease of real property in accordance with the terms and conditions described herein.

WHEREAS, the City is the owner of real property in the City of Escanaba, which is legally described as:

From the Northwest corner of Government Lot 1, along the North line of said Section 6, Township 38 North, Range 22 West, commence North 89° 48' East, 770.3 feet; thence South 01° 13' West, 61.98 feet to the point of beginning; thence South 89° 52' 53" West, 31.26 feet; thence South 00° 07' 07" East, 94.00 feet; thence North 89° 52' 53" East, 85.00 feet; thence North 00° 07' 07" West, 94.00 feet; thence South 89° 52' 53" West, 53.74 feet, to the point of beginning. ("Property").

WHEREAS, the City desires to lease the Property to the Lessee and the Lessee desires to lease the Property from the City upon the terms and conditions contained in this Agreement.

NOW THEREFORE, the parties hereto agree as follows:

1. PROPERTY LEASED. The City hereby leases to the Lessee, and the Lessee hereby leases from the City, for the term and upon the terms and conditions set forth in this Agreement, the Property.

2. CONSTRUCTION. Lessee shall be permitted to construct buildings and other structures on the Property in accordance with plans and specifications prior approved in writing by the City and any other person or entity reasonably required by the City. The City shall be deemed the owner of any such buildings or structures at termination or expiration of this Agreement.

3. RENTAL. The Lessee shall pay to the City at the address indicated above, or at such other place as the City shall designate in writing, annual rent throughout the Term of this Agreement in the sum of One Dollar ($1.00).

4. COMPLIANCE WITH LAW AND INSPECTIONS. The parties shall fully and promptly comply with all laws, ordinances, orders, and regulations of any lawful authority having jurisdiction over the Property, including but not limited to with respect to the construction and operation of any buildings or structures on the Property.
5. **USE OF PROPERTY.**

5.1 The Lessee covenants and agrees that the Property shall be used for public purposes.

5.2 The Lessee may improve and renovate the Property in conjunction with any permitted uses(s) addressed herein. Unless otherwise agreed by the parties, the Lessee shall be responsible for any costs associated with improving or renovating the Property. At the termination or expiration of this Agreement, the City shall be deemed the owner of any real or personal property improvements made to or at the Property.

5.3 The Lessee shall be permitted to install and/or move in such furniture, equipment, and supplies at the Property as the Lessee deems necessary or desirable in compliance with the purposes described herein.

5.4 With reasonable notice to the Lessee, the City shall be permitted to use the Property or to allow others to use the Property at any time such use does not unreasonably interfere with the Lessee's use of the Property.

6. **CARE OF PROPERTY.** The parties shall not undertake, permit, allow, or cause any act or deed to be performed or any practice to be adopted or followed in or about the Property which causes or is likely to cause injury or damage to any person or to the Property, or in any way unreasonably impairs the value of the Property.

7. **INSURANCE.** At its expense, the Lessee shall obtain insurance in such amounts as the City deems necessary to replace the Property from damage or destruction due to fire, water, infiltration, natural disasters, or any other cause. The Lessee shall also obtain, at its expense, public liability insurance in the amount of One Million Dollars ($1,000,000.00). Said insurances shall be kept in force during the Term of this Agreement and shall name the City and any other party reasonably required by the City as an additional insured.

8. **COVENANT OF TITLE AND QUIET POSSESSION.** The City covenants right to make this Agreement for the Term set forth above and that it will put the Lessee into quiet possession of the Property, free from all encumbrances, liens or defects in the title for the full Term of this Agreement.

9. **UTILITIES.** Unless otherwise agreed by the City in writing, the Lessee agrees to pay, when due, the costs of any electricity, water, garbage collection, sewer, gas, telephone, snow removal and any other utilities related to its use of the Property.
10. **SIGNS.** The Lessee shall have the right to erect or install any signs on the Property which are reasonably approved by the City. All signs shall be kept in good repair and shall be consistent with the character of the Property’s intended use.

11. **MAINTENANCE AND REPAIR.** The Lessee shall be responsible for all maintenance and repair of the Property during the Term of this Agreement related to its use of same, including the exterior and interior of the Property. Notwithstanding the foregoing, the City shall be permitted to perform ordinary maintenance and repair at its cost with reasonable notice to the Lessee.

12. **TAXES AND SPECIAL ASSESSMENTS.** The City shall pay all real estate taxes and special assessments, if any, imposed by federal, state, local or other governmental authority having jurisdiction over the Property. The Lessee shall pay all personal property taxes, if any, that are imposed on the personal property owned by the Lessee and located at the Property. It is acknowledged that the City is generally a tax-exempt entities for purposes of this provision.

13. **EVENTS OF DEFAULT.** In the event either party breaches a covenant of this Agreement and fails to cure or take meaningful steps to cure such breach within thirty (30) days of receiving written notice of said breach from the other party, the breaching party shall be in default of this Agreement.

14. **TERM AND TERMINATION.**

14.1 The Term of this Agreement shall commence on the date hereof and shall continue for a period of one hundred and twenty (120) months.

14.2 This Agreement may be terminated at any time prior to the date identified in Paragraph 14.1 by mutual written agreement of the parties.

14.3 Except as otherwise set forth in this Agreement, the Agreement may be terminated by either the City or the Lessee prior to the date identified in Paragraph 14.1 if the other party is in default of this Agreement and said default is not cured, or meaningful steps are not taken to cure said default, within thirty (30) days of receiving written notice of same, which notice shall reference this Subparagraph 14.3.

15. **SUCCESSIONS AND ASSIGNS.** The covenants and terms of this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. Notwithstanding the foregoing, neither party shall assign any portion of this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld. Consent to any assignment under this Agreement shall be limited to that stated in such written consent and shall not constitute a release, waiver or consent to any other assignment.
16. **NOTICES.** Notices or consents of any kind required or permitted under this Agreement shall be in writing and shall be deemed duly delivered if delivered by person or if mailed by registered or certified mail, postage prepaid to the appropriate party, as follows:

If to the City: City of Escanaba  
Attn: ___________, City Manager  
400 Ludington Street  
Escanaba, Michigan 49829

If to the Lessee: Linda Beauchamp  
President, Eskymo Fan Club, Inc.  
709 South 14th Street  
Escanaba, Michigan 49829

or at such other address or to the attention of such other individual as shall be specified in writing by the respective parties.

17. **WAIVER.** The failure of either party to insist upon strict performance of any covenants or conditions of this Agreement or to exercise any option herein conferred in any one or more instances shall not be construed as a waiver or relinquishment of any such covenants, conditions, or options, but the same shall be and remain in full force and effect. No covenant, term or conditions of this Agreement shall be deemed to have been waived by either party, unless such waiver be in writing by such party.

18. **ENTIRE AGREEMENT.** This Agreement sets forth all covenants, promises, agreements, conditions and understandings between the City and the Lessee concerning the lease of the Property and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the City and the Lessee other than are herein set forth.

19. **AMENDMENTS.** Except as otherwise stated herein, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the City or the Lessee unless reduced to writing and signed by both parties.

20. **SEVERABILITY.** If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law unless removal of such term, covenant or condition materially alters the general intent of the Agreement.
21. **REMEDIES NOT EXCLUSIVE.** The parties agree that each and every right, remedy, and benefit provided by this Agreement is cumulative and shall not be exclusive of any other right, remedy or benefit set forth in this Agreement or allowed by law.

22. **MEMORANDUM OF LEASE.** Either party shall have the right to record a memorandum of lease regarding this Lease Agreement at that party's option.

23. **EFFECTIVE DATE.** The Effective Date of this Agreement shall be the date upon which the last of the parties listed below has signed the Agreement.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be signed in their respective names or by their respective officers the day and year first indicated above.

(signatures on following pages)
CITY OF ESCANABA,
By: ____________________________
Its: ____________________________
Date: ____________________________

STATE OF MICHIGAN   )
COUNTY OF ________ )

Subscribed and sworn before me in ________ County,
Michigan on the _____ day of ____________, 2017.
________________________________________ (signature)
________________________________________ (printed)

Notary public, State of Michigan, County of ________
My Commission expires on __________________________
Acting in the County of __________________________

ESKIMO FAN CLUB, INC.,
By: ____________ Beauchamp
Its: President __________________________
Date: April 12, 2017 __________________________

STATE OF MICHIGAN   )
COUNTY OF Delta   )

Subscribed and sworn before me in Delta County,
Michigan on the 12th day of April, 2017.
Marlene J. Valley (signature)
Marlene J. Valley (printed)

Notary public, State of Michigan, County of Delta
My Commission expires on 09/16/2022
Acting in the County of Delta
WITNESSES:

[Signature]

STATE OF MICHIGAN

COUNTY OF

Subscribed and sworn before me in County, Michigan on the day of , 2017.

__________________________ (signature)

__________________________ (printed)

Notary public, State of Michigan, County of
My Commission expires on
Acting in the County of

ESCANABA CUBS BASEBALL CLUB, INC.

By: [Signature]

Its: [Signature]

Date: 5/8/17
MEMORANDUM

June 12, 2017

TO: James V. O'Toole, City Manager

FROM: Kim Peterson, Recreation Director

SUBJECT: Approval of Lease
Escanaba Area Public Schools – Ness Field
City Council Meeting Agenda for June 15, 2017

Administration is seeking approval of a lease with the Escanaba Area Public Schools for Ness Field. The property is owned by the City of Escanaba. The proposed lease would be effective until 2021. No changes have been made since the last approved lease agreement.
LEASE AGREEMENT

<table>
<thead>
<tr>
<th>LESSOR</th>
<th>LESSEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Escanaba, a municipal corporation</td>
<td>Escanaba Area Public Schools, a Michigan general powers school district</td>
</tr>
<tr>
<td>Hereinafter called “Lessor”</td>
<td>Hereinafter called “Lessee”</td>
</tr>
</tbody>
</table>

The covenants contained herein are made and executed this 18th day of April, 2017.

RECITALS

WHEREAS, the City of Escanaba (Lessor) is a municipal corporation organized pursuant to the laws of the State of Michigan; and

WHEREAS, Escanaba Area Public Schools (Lessee) is a Michigan general powers school district organized and operating under the provisions of the Revised School Code, MCL 380.1, et Southeast Quarter., as amended; and

WHEREAS, Escanaba Area Public Schools desires to lease the use of a certain baseball field known as the “Ness Field” for its Eskymo baseball program.

IT IS THEREFORE AGREED as follows:

LEASE BETWEEN CITY OF ESCANABA AND
ESCANABA AREA PUBLIC SCHOOLS

1. Consideration, Term of Lease, Description of Property

   In consideration of the mutual agreement contained herein and other good and valuable consideration, City of Escanaba (Lessor) hereby leases to Escanaba Area Public Schools (Lessee) beginning with the 2017 Eskymo MHSAA baseball season and ending with the 2021
Eskymo MISAA baseball season for the sum of One ($1.00) Dollar per year on the following
described property:

The use of the Ness Field located in the City of Escanaba for the Eskymo baseball
program conducted by Escanaba Area Public Schools and the Cub Legion Program.

The Lessee shall have the right of exclusive possession during said sanctioned seasons.

2. Acceptance of Physical Condition of Premises

Escanaba Area Public Schools (Lessee) has examined the premises prior to and as a
condition precedent to the execution hereof and is satisfied with the physical condition of said
premises, and its taking possession thereof will be conclusive evidence of its receipt of said
premises in a safe, sanitary and slightly condition and in good repair.

3. Use Restrictions

Escanaba Area Public Schools (lessee) shall use the leased premises for the Eskymo
baseball program and the Cub Legion program and no other use without the written consent of
the Lessor, which consent shall not be unreasonably withheld. Under no circumstances shall
Lessee use or permit the leased property or any part hereof to be used or occupied for unlawful
business, use or purpose, or for any business, use or purpose, or for any business, use or purpose
undesirable or extra hazardous, nor for any purpose or in any manner which is in violation of
any present or future governmental laws or regulations.

4. Indemnity

Escanaba Area Public Schools represents and City of Escanaba acknowledges, that as a
Michigan general powers school district organized and operating under the provisions of the
Revised School Code, MCL 380.1, et seq., as amended, Escanaba Area Public Schools does
not have the legal authority to indemnify the City of Escanaba or any other third party.
Notwithstanding the foregoing and as permitted by law, Escanaba Area Public Schools will
indemnify and hold harmless City of Escanaba, its agents and employees, from and against all
damages or expenses, regardless of nature or form, including attorney fees, arising out of,
resulting from or in any way relating to any claim, demand or suit against City of Escanaba
(collectively, the “Claims”) relating to the Escanaba Area Public Schools’ use of the leased
premises.

Escanaba Area Public Schools hereby waives any claims against City of Escanaba, its
agents or employees, and hereby covenants not to sue City of Escanaba, its agents or employees
for any claims with regard to the leased premises, except for any claims arising out of any action
or inaction of the Lessor, its employees and agents. Escanaba Area Public Schools’
indemnification obligation shall include any costs, expenses or fees incurred by City of Escanaba
or its agents or employees, including reasonable attorney fees, and any litigation or negotiations prior to litigation to which City of Escanaba may be a party or be involved.

5. Maintenance and Repairs

Lessee, at the expense of Lessee, shall keep the premises in safe, sanitary and slightly condition and good repair and shall yield the same back to Lessor upon the termination of this Agreement in such condition that the leased premises were in at the time that the lease was executed, ordinary wear and tear excepted; and if said premises shall not be so kept by Lessee, Lessor may enter the premises (without such entering causing or constituting a termination of the privilege or an interference with the possession of said premises by Lessor) and do all things necessary to restore said premises to the condition herein required, charging to Lessee, in addition to the rent and charges hereby reserved, all such costs and expenses.

It is expressly understood and agreed that Lessor, City of Escanaba, shall have no obligation to make any repairs or improvements of any kind.

Lessee, Escanaba Area Public Schools, agrees that it will also mow the lawn and pick up garbage and debris upon the leased premises.

6. Utilities

Lessee shall pay for all utilities at the leased premises during the period of time that the leased premises are being used by the Lessee. Said utility bills shall be paid to Lessor upon presentment by Lessor.

7. Fees, Charge and Taxes

Lessee covenants and agrees to keep said premises and improvements situated thereat free and clear of any and all liens in any way arising out of the use thereof by Lessee.

In addition to the rent and charges outlined above, Lessee shall pay all fees, charges, licenses fees and taxes of whatever nature, if necessary, as required by law or ordinance of the City of Escanaba. Lessor shall be responsible for water and electrical utilities charges.

8. Default

Each of the following events shall constitute a default or breach of this lease by Lessee:

(a) If tenant vacates or abandons the premises or any part thereof or permits the same to remain vacant or unoccupied (except for that period of time that the Lessee’s baseball program is not operating.)
(b) If Lessee shall fail to perform or fail to comply with any of the conditions of this lease and the non-performance shall continue for a period of thirty (30) days after notice thereof by Lessor to Lessee or, if the performance cannot be reasonably had within a thirty (30) day period, Lessee shall not in good faith commence performance within the thirty (30) day period and shall not diligently proceed to completion of performance.

(c) If this lease shall be assigned or subleased in violation of the terms and conditions set forth in Section 11, the provision against assignment or subletting.

9. Effect of Default

In the event of any default hereunder, as set forth in Section 8 above, the rights of Lessor shall be as follows:

(a) Lessor may re-enter the premises and may immediately remove the equipment and store it in a warehouse or at a place selected by Lessor at the expense of Lessee. Lessee’s right to the possession of the premises upon default shall terminate, with or without any notice or demand whatsoever, and the mere retention of possessions thereafter by Lessor shall constitute a forcible detainer of said premises, and if Lessor so elects, but not otherwise, this agreement shall terminate immediately.

(b) After default, Lessor may recover from Lessee all damages proximately resulting from the breach, including the cost of recovering the premises, removing and storing the equipment.

(c) Lessor shall use such force in and about expelling and removing Lessee and said other person as may reasonably be necessary and Lessor may repossess itself of the said premises as of its former estate, but said entry of said premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture or charges due by virtue hereof, nor a waiver of any covenant, agreement or premise contained in this agreement to be performed by Lessee.

(d) If Lessor prevails in all claims against the Lessee (as determined by a court of competent jurisdiction), then Lessee shall pay all costs, expenses and attorney’s fees which shall be reasonably incurred and expended by Lessor in enforcing the covenants contained in this agreement.

(e) It is expressly understood that the rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to use another.

10. Waiver

Lessee further covenants that no waiver of or assent by the Lessor to any breach of the Lessee’s covenants shall be construed or deemed to be a waiver of any other or further breach of the same, or any other covenant whatsoever.
11. Laws, Ordinances, Rules and Regulations

Lessor shall observe and comply with all laws, ordinances, rules and regulations of the U.S. Government, State of Michigan, Delta County, City of Escanaba and all agencies thereof, which may be applicable to its operations or to the operation, management, maintenance or administration of the playground, now in effect or hereafter promulgated.

12. Provision Against Assignment or Subletting

This lease is not assignable without the written consent of the Lessor, and any assignment of this lease or sublease of said premises or any portion thereof without the written consent of the Lessor shall be void and shall constitute a material breach of the covenants to be performed.

13. Quite Enjoyment

Lessee covenants and agrees to rent the premises under the terms and conditions contained in this instrument and does covenant and promise to pay unto Lessor the rents in accordance with the terms hereof, and otherwise to perform fully the covenants, conditions and provisions which under the terms of this agreement are to be performed by the Lessee.

The Lessor does covenant that the Lessee on paying the rent and performing the conditions and covenants aforesaid shall and may peacefully and quietly have, hold and enjoy the demised premises for the term hereof.

IN WITNESS WHEREOF, the parties have executed this agreement at Escanaba, Michigan on the day and year first above written.

WITNESS:

LESSOR
CITY OF ESCANABA
A municipal corporation

By: ____________________________
Mayor

By: ____________________________
Robert Richards
City Clerk

LESSEE
ESCANABA AREA PUBLIC SCHOOLS
A Michigan general powers school district

By: ____________________________
Superintendent of Schools

Page 5 of 5
MEMORANDUM

June 12, 2017

TO: James V. O’Toole, City Manager

FROM: Kim Peterson, Recreation Director

SUBJECT: Approval of Lease
Escanaba Area Public Schools – West Side Park (5th Avenue South)
City Council Meeting Agenda for June 15, 2017

Administration is seeking approval of a lease with the Escanaba Area Public Schools to provide a neighborhood playground located on 5th Avenue South. The property is owned by the Escanaba Area Public Schools. The proposed lease would be effective until 2024 to coincide with the Webster Park property lease. No changes have been made since the last approved lease agreement.
LEASE AGREEMENT BETWEEN
ESCANABA AREA PUBLIC SCHOOLS AND THE
CITY OF ESCANABA

The covenants contained herein are made and executed this 18th day of APRIL, 2017, by and between the parties below designated.

RECITALS

WHEREAS, Escanaba Area Public Schools (Lessor) is a Public School District organized under the laws of the State of Michigan;

WHEREAS, the City of Escanaba (Lessee) is a municipal corporation organized pursuant to the laws of the State of Michigan;

WHEREAS, the parties hereto desire to continue the use of certain lands owned by Lessor as a public playground in the City of Escanaba, it is therefore agreed as follows:

LEASE BETWEEN ESCANABA AREA PUBLIC SCHOOLS
AND CITY OF ESCANABA

1. CONSIDERATION TERM OF LEASE DESCRIPTION OF PROPERTY:

In consideration of the mutual agreements contained herein and other good and valuable consideration, the Escanaba Area Public Schools (Lessor) hereby leases to the City of Escanaba, for a term of seven (7) years commencing APRIL 1, 2018, and terminated DEC. 31, 2024, for the sum of rent of One ($1.00) Dollar, the following described property:

That part of the Southwest Quarter of the Southeast Quarter (SW 1/4 of SE 1/4) of Section Twenty-five (25), Township Thirty-nine (39) North, Range Twenty-three (23) West in the City of Escanaba, Delta County, Michigan, described as follows:
Commencing at the intersection of the East line of the SW 1/4 of the SE 1/4 of said Section 25 and the North right-of-way line of 5th Avenue South; thence West along said North right-of-way line 75 feet to the Point of Beginning; thence continuing West along said North right-of-way line 100 feet; thence North 100 feet; thence East 100 feet; thence South 100 feet to the Point of Beginning.

2. **ACCEPTANCE OF PHYSICAL CONDITIONS OF PREMISES:**

   City of Escanaba (Lessee) has examined the premises prior to, and as a condition precedent to, the execution hereof and is satisfied with the physical condition of said premises, and its taking possession thereof will be conclusive evidence of its receipt of said premises in a safe, sanitary and sightly condition and in good repair.

3. **USE RESTRICTIONS:**

   City of Escanaba (Lessee) shall use the leased premises for public playground purposes and none other. Lessee shall keep the premises open to all members of the public. It is hereby expressly provided that the teachers and students of Escanaba Area Public Schools shall have authority to occupy and use the premises at all times subject to reasonable playground regulations. Lessee shall make no alternations or improvements to the leased premises inconsistent with a playground use. Under no circumstances shall Lessee use or permit the leased property or any part thereof to be used or occupied for any unlawful business, use or purpose, or for any business, use or purpose undesirable or extra hazardous, nor for any purpose or in any manner which is in violation of any present or future governmental laws or regulations.

4. **INDEMNITY AND INSURANCE:**

4.1 **Indemnity:**

   City of Escanaba will indemnity and hold harmless Escanaba Area Public Schools, its agents and employees, from and against all damages or expenses, regardless of nature or form, including attorney fees, arising out of, resulting from, or in any way relating to, any claim, demand or suit against Escanaba Area Public Schools relating to the leased premises or the City of Escanaba’s use of the leased
premises, or arising from acts or occurrences on the leased premises, however, caused.

The obligation of the City of Escanaba under this indemnification clause shall not extend to any loss or occurrence which is solely the result of the negligence of the Escanaba Area Public Schools, its agents or employees, within the meaning of MCLA 691.991, et Southeast Quarter., which provisions are incorporated herein by reference for greater certainty.

City of Escanaba hereby waives any claims against the Escanaba Area Public Schools, its agents or employees, and hereby covenants not to sue Escanaba Area Public Schools, its agents or employees, for any claims arising from or relating to the use of condition of the leased premises or resulting from any accident or occurrence on the leased premises. City of Escanaba’s indemnification obligation shall include any costs, expenses or fees incurred by Escanaba Area Public Schools or its agents or employees, including reasonable attorney fees, and any litigation or negotiations prior to litigation, to which Escanaba Area Public Schools may be a party or be involved.

Without intending to limit the broad scope of the foregoing indemnity, City of Escanaba also agrees to completely assume and fulfill any and all obligations of Escanaba Area Public Schools to maintain the premises in a safe and secure manner for the protection of invitees and guests upon the premises and against any criminal activities of third persons. City of Escanaba’s indemnification obligation shall include, but again not be limited to, claims against the Escanaba Area Public Schools based upon premises liability, and liability to invitees or guests, liability based upon criminal activities of the third persons, and liability based upon recreational use.

In the event any Court or competent jurisdiction should find any portion or provision of this indemnification clause to be invalid, the parties agree that such portion or provision shall not be enforceable but the remaining valid proportions or provisions of this indemnification clause shall apply with full force and effect.
4.2 **Insurance**

Lessee, at Lessee's expense, shall keep in force, during the term of this agreement, insurance issued by responsible insurance companies, in forms, kinds and amounts, that is determined and directed by the Superintendent of Escanaba Area Public Schools for the protection of Lessor and/or Lessee. Insurance requirements hereunder shall be subject to the sole determination of the Superintendent.

Said insurance may include, but need not be limited to, insurance coverages commonly known as, or similar in kind to, Public Liability, Products Liability, Property Damage, Loss of Rents, Fire and Extended Coverage, Workers' Compensation, Scaffolding Act, and such other insurance coverages as may be deemed necessary in the sole determination of the superintendent. All policies or endorsements thereto shall in all cases where possible name Lessor as a named co-insured thereunder.

Upon approval by said Superintendent of all insurance required, in the forms, kinds and amounts directed to be procured, Lessee shall deliver all policy originals or duplicate originals and endorsements thereto to the Superintendent for incorporation within this Agreement as attachments hereto. In any event, Lessee is not to commence to exercise any of the rights and privileges granted under this Agreement until such time as all insurance directed and required to be furnished by Lessee is in full force and effect.

Lessee expressly understands and agrees that any insurance protection furnished by Lessee hereunder shall in no way limit its responsibility to indemnify and save harmless Lessor under the provisions of 4.1 or this Agreement.

The insurance required under 4.2 hereof shall include, but not be limited to, an indemnification in the penal sum of one million dollars indemnifying and saving harmless the Escanaba Area Public Schools against any and all claims for damage on account of injury or death to any person or persons or damage to property resulting in the operations under this lease.
5. **MAINTENANCE AND REPAIRS:**

Lessee, at the expense of Lessee, shall keep the premises in safe, sanitary and sightly condition and good repair and shall yield the same back to Lessor upon the termination of this Agreement in such condition and repair ordinary wear and tear excepted, and if said premises shall not be so kept by Lessee, Lessor may enter the premises (without such entering causing or constituting a termination of the privilege or an interference with the possession of said premises by Lessee) and do all things necessary to restore said premises to the condition herein required, charging to pay Lessor, in addition to the rent and charges hereby reserved, all such costs and expenses.

It is expressly understood and agreed that Lessor, Escanaba Area Public Schools shall have no obligation to make any repairs or improvements of any kind.

Lessee, City of Escanaba agrees that it will also mow the lawn and pick up garbage and debris upon the leased premises.

6. **INDEMNITY FEES, CHARGES AND TAXES:**

Lessee covenants and agrees to keep said premises and improvements situated thereat free and clear of any and all liens in any way arising out of the use there of Lessee.

In addition to the rent and charges outlined above, Lessee shall pay all fees, charges, license fees and taxes of whatever nature, if necessary, as required by law or ordinance of the City of Escanaba.

7. **DEFAULT:**

Each of the following events shall constitute a default or breach of this lease by Lessee:

1. If tenant vacates or abandons the premises, or any part thereof, or permits the same to remain vacant, or unoccupied.

2. If Lessee shall fail to perform or fail to comply with any of the conditions of this lease and the non-performance shall continue for a period of thirty (30) days after notice thereof by Lessor to Lessee or, if the performance cannot be reasonably had within a thirty (30) day period, Lessee shall not in good faith have commenced performance within the thirty (30) day period and shall not diligently proceed to completion of performance.
(3) If this lease shall be assigned or subleased in violation of the terms and conditions set forth in section 11, the provision against assignment or subletting.

8. **EFFECT OF DEFAULT:**

In the event of any default hereunder, as set forth in 7 above, the rights of Lessor shall be as follows:

(1) Lessor may re-enter the premises and may immediately remove the equipment and store it in a warehouse or at a place selected by Lessor at the expenses of Lessee. Lessee's right to the possession of the premises upon default shall terminate, with or without any notice or demand whatsoever, and the mere retention of possession thereafter by Lessee shall constitute a forcible detainer of said premises, and if Lessor so elects, but not otherwise, this Agreement shall terminate immediately.

(2) After default, Lessor may recover from Lessee all damages proximately resulting from the breach, including the cost of recovering the premises, removing and storing the playground equipment, plus the worth of the balance of this lease over the reasonable rental value of the premises for the remainder of the lease term which shall be immediately due Lessor from Lessee.

(3) Lessor shall use such force in and about expelling and removing Lessee and said other person as may reasonably be necessary and Lessor may repossess itself of the said premises as of its former estate, but said entry of said premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture or charges due by virtue hereof, nor a waiver of any covenant, agreement or promise contained in this Agreement to be performed by Lessee.
(4) Lessee hereby waives all notice of any election made by Lessor under this Agreement, demand for rent, notice to quit, demand for possession, and any and all notices and demands whatsoever, of any and every nature, which may or shall be required by any statute of the State relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or the common law during the terms of this Agreement.

(5) Lessee shall pay and discharge all costs, expenses and attorney’s fees which shall be incurred and expended by Lessor in enforcing the covenants and agreement of this Agreement, whether by the institution of litigation or in the taking advice of counsel, or otherwise.

(6) It is expressly understood that the rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to use another.

9. WAIVER:

Lesse further covenants that no waiver of or assent by the Lessor to any breach of the Lessee’s covenants shall be construed or deemed to be a waiver of any other or further breach of the same, or any other covenant whatsoever.

10. LAWS, ORDINANCES, RULES AND REGULATIONS:

Lesse shall observe and comply with all laws, ordinances, rules and regulations of the U.S. Government, State of Michigan, Delta County, City of Escanaba and all agencies thereof, which may be applicable to its operations or to the operation management, maintenance or administration of the playground, now in effect or hereafter promulgated.

11. PROVISION AGAINST ASSIGNMENT OR SUBLETTING:

This Lease is not assignable without the written consent of the Lessor, and any assignment of this Lease or sublease of said premises, or any portion thereof, without the written consent of the Lessor shall be void, and shall constitute a material breach of the covenants to be performed.
12. QUIET ENJOYMENT:

Lessee covenants and agrees to rent the premises under the terms and conditions contained in this instrument and does covenant and promise to pay unto Lessor the rents in accordance with the terms hereof, and otherwise to perform, fully, the covenants, conditions and provisions which under the terms of this Agreement are to be performed by the Lessee.

The Lessor does covenant that the Lessee, on paying the rent and performing the conditions and covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the demised premises for the term hereof.

13. OPTION TO RENEW:

Lessor, shall, at the end of the term of this lease, have the option to renew the lease at the same rental for an additional five (5) year period. This option to renew shall be contingent upon Lessee submitting to Lessor a five (5) year usage study and shall further be contingent upon Lessor’s future possessory interest and needs for the leased premises. Lessee covenants and agrees that the option to renew shall be solely within the Lessor. Lessee further covenants and agrees that upon expiration of said term if Lessor does not exercise the option to renew, Lessee will at once remove or cause to be removed the playground equipment at no cost to Lessor, and peacefully surrender and deliver up the above premises to the Lessor, its agents and assigns.

14. RIGHT TO SUBSTITUTE:

If during the five-year term of this lease, a need arises whereby Lessor must use the property leased hereunder for its own purposes, Lessor agrees to substitute to Lessee land adjacent to the property described and leased hereunder for the balance of the five-year term. In the event that Lessor use the property leased hereunder and other lands are substituted, Lessee agrees to remove and relocate the playground equipment to adjacent land as requested by the Escanaba Area Public Schools.

The right to substitute adjacent land reserved hereunder shall in no event shorten the five-year duration of this lease which is guaranteed.
IN WITNESS WHEREOF, the parties have executed this Agreement at Escanaba, Michigan, on the day and year first above written.

Signed in the presence of:

MARLENE L. VALLEY

ESCANABA AREA PUBLIC SCHOOLS
BOARD OF EDUCATION

By: ________________________________
Its: President

By: ________________________________
Its: Superintendent of Schools

CITY OF ESCANABA

By: ________________________________
Its: Mayor

By: ________________________________
Robert Richards
Its: City Clerk
MEMORANDUM  

June 12, 2017  

TO:  
James V. O’Toole, City Manager  

FROM:  
Kim Peterson, Recreation Director  

SUBJECT:  
Approval of Lease  
Great Lakes Sport and Recreation Club for 3-D Archery Range  
City Council Meeting Agenda for June 15, 2017  

Administration is seeking approval on a two-year lease with the Great Lakes Sport and Recreation Club for a 3-D Archery Range. The lease is for City-owned property adjacent to the Great Lakes Sport and Recreation Club located at 5211 19th Avenue North. A provision of the lease is that proper insurance is obtained.
LEASE AGREEMENT

<table>
<thead>
<tr>
<th>LESSOR</th>
<th>LESSEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Escanaba,</td>
<td>Great Lakes Sport and Recreation Club,</td>
</tr>
<tr>
<td>A Municipal Corporation</td>
<td>A non-profit corporation organized under</td>
</tr>
<tr>
<td></td>
<td>the laws of the State of Michigan</td>
</tr>
<tr>
<td>Hereinafter called “Lessor”</td>
<td>Hereinafter called “Lessee”</td>
</tr>
</tbody>
</table>

Agreement made this ______________ day of __________________ 2017.

In consideration of the agreements contained herein and other valuable consideration, Lessor leases to Lessee for a term of two (2) years commencing on the ______________ day of __________________, 2017, and terminating on the ______________ day of __________________, 2019, for rent of One Dollar ($1.00), the following described property.

That part of the East 700 feet of the Northeast ¼ of Section 22, T39N R23W, City of Escanaba, Delta County, Michigan, lying South of the Southerly ROW of 19th Avenue North and North of the Northerly line of the CN Railroad ROW, subject to the ROW of the Ski Hill Road on the East line thereof; containing 15.8 acres more or less.

Lessee shall use the leased premises for the development of a 3-D archery range for youth and community use and none other. Lessee shall keep the premises open to all members of the public subject to reasonable regulations, and shall make no alterations to the leased premises inconsistent with a 3-D archery range. In the event Lessee elects to remove any improvements placed on the premises by Lessee, Lessee shall repair any damage caused by the removal. No permanent improvements or alterations of any kind shall be made on the leased premises without the prior written consent of Lessor.

Lessee will keep the premises in good condition at its own expense, and Lessor shall have no obligation to make any repairs or improvements of any kind. Lessee agrees to indemnify Lessor from and against any claims asserted by third parties and all damages or expenses related to the leased premises or Lessee’s use of the premises or rising from occurrences on the premises, however caused; and Lessee waives any claims against Lessor, its agents or employees related to the use or condition of the leased premises or resulting from any occurrence on the premises. Lessee will reimburse Lessor for any expenses or fees incurred by Lessor in any litigation or negotiations prior to litigation to which Lessor may be involved, caused by acts of Lessee or due to occurrences against any liability for which Lessee has agreed to indemnify Lessor.

Lessee at is expense shall keep in force during the term of this lease, insurance issued by the responsible insurance companies and in form acceptable to the controller of the City of Escanaba, for the protection of Lessor against all liabilities, judgements, damages, and expenses which may accrue against, be charged to or recovered from Lessor, by reason of damage to the property, injury to the death of any person on account of any matter which may occur on the leases premises in a policy or policies in the amount of One Million Dollars ($1,000,000) with respect to any one person and One Million Dollars ($1,000,000) with respect to any one
accident or disaster and Two Hundred Thousand Dollars ($200,000) with respect to property
damage.

At the option of the Lessee, this lease may be renewed for an additional two (2) years,
provided that this lease may be terminated by either party after ninety (90) days written notice
to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement on the date set
forth above.

WITNESS

LESSOR
CITY OF ESCANABA

By: _________________________________
James V. O’Toole, City Manager

WITNESS

LESSEE
GREAT LAKES SPORT AND RECREATION CLUB, a
Non-profit Michigan Corporation

By: _________________________________
Its President

By: _________________________________
Its Secretary
MEMORANDUM

TO:       James V. O'Toole, City Manager
           Escanaba City Council

FROM:     Kim Peterson, Recreation Director

SUBJECT:  Community Action Agency Lease Renewal
           Catherine Bonifas Civic Center
           September 1, 2017, to August 31, 2018

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

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

An increase of monthly utilities is being recommended from $225/monthly to $300/monthly.

Please find attached for your review the proposed lease.

ATTACHMENT
COMMUNITY ACTION AGENCY (CAA) LEASE
OF CATHERINE BONIFAS CIVIC CENTER
(September 1, 2017, through August 31, 2018)

IT IS AGREED, between the CITY OF ESCANABA (City) and the DELTA-MENOMINEE-SCHOOLCRAFT
COMMUNITY ACTION AGENCY (CAA), as follows:

The City, in consideration of fees, restrictions and covenants herein specified, does hereby lease to the CAA the
following specified areas located in the Catherine Bonifas Civic Center, 225 North 21st Street, Escanaba,
Michigan:

1. **ROOM ASSIGNMENTS, USES, AND CONDITIONS**

   A. **Room Number**

   101 Senior Citizens Center
      May be utilized exclusively for Senior General Office activities.

   102 Senior Citizens Center – Client Service Room
      May be utilized exclusively to carry out client services as related to Senior Center.

   103 Senior Citizens Center – Director’s Office
      May be utilized exclusively by coordinator to carry out business related to the Senior Center.

   104 Senior Citizens Center – Computer Room
      May be used for Senior Citizens activities.

   106 Senior Citizens Center – Activities Room
      May be utilized for the purpose of promoting social, cultural and recreational activities for Senior Citizens. To be made available to Recreation Department if not used for Senior activities.

   114 May be utilized, upon request, for Senior activities. Subject to approval of Recreation Director.

   115 May be utilized, upon request, for Senior activities. Subject to approval of Recreation Director.

   119 Senior Center supplies/storage.

   121 May be utilized, upon request, for Senior activities. Subject to approval of Recreation Director.

   **Game Room**
   May be utilized daily during morning and/or early afternoon hours for Senior Citizens recreational activities. May also be utilized for parties and special holiday occasions, subject to approval of Recreation Director.
Gymnasium
May be utilized for Senior Citizen Recreation activities, subject to approval of Recreation Director.

Kitchen Facilities
May be utilized for special occasions for Senior Citizens parties, dances, and social functions at the approval of the Recreation Director.

B. Activities in the following rooms may be cancelled or postponed, with notice by the City, for its own use or use by another organization:

- Room 114 (24 hour notice)
- Room 115 (24 hour notice)
- Game Room (24 hour notice)
- Gymnasium (24 hour notice)
- Room 121 (24 hour notice)
- Main Room (24 hour notice)

C. 1. CAA and/or Senior Citizens use of building facilities, other than the 1.A of this document, will be assigned if the space is available. The City retains the right to cancel reservations or refuse any request for space according to the Civic Center Reservation Policy.

2. CAA use of Civic Center facilities for purposes not associated with local Senior Citizen programs shall be subject to reservation fees as outlined in the Civic Center Reservation Policy.

3. Keys for exterior doors shall be limited to Senior Center Director and one assistant.

D. All Senior Center activities may be conducted between the hours of 7:30 a.m. and 4:00 p.m., Monday through Friday. Weekend and evening senior activities are encouraged and may be scheduled with prior arrangements made with the Recreation Director.

2. JANITORIAL RESPONSIBILITIES

A. The Community Action Agency will be responsible for the cleanliness of the following areas:

- Room 101 – Kitchen
- Room 102 – Client Service Room
- Room 103 – Director’s Office
- Room 104 – Computer Room
- Room 106 – Lounge/Activities Room
- Room 119 – Supplies/Storage
- Restrooms located on the west side of the building

Proper cleaning of all rooms occupied by Senior Citizens after the termination of any activities in the Game Room, Room 114, Room 115, Room 121, Main Room, Gymnasium and Kitchen Facilities. Periodic cleaning of west end hallway commencing from west entrance to Main Meeting Room. Periodic cleaning of trash cans. Periodic cleaning of the west end restrooms.
B. CAA shall be responsible for the purchase of all janitorial supplies, with the exception of floor cleaning materials.

C. CAA shall be responsible for shoveling and salting of all sidewalks, including the entrance, located on the west side of the building.

D. The CAA shall provide a trash dumpster to dispose of all trash and perishable foods generated as a result of the CAA nutrition program and other Senior Center related activities. The size of the dumpster shall adequately accommodate trash from CAA activities. The dumpster shall have a lid and a lock and will be placed by the Recreation Director. Trash from the dumpster shall be disposed of once weekly.

3. UTILITIES

CAA shall remit a payment of Three Hundred Dollars ($300) payable to the City of Escanaba in payment for utility use. Said payment shall be due and payable on the 15th of every month.

4. SENIOR CITIZENS CENTER SUPERVISION

All CAA – Senior Citizen activities will be under the jurisdiction of the Center Coordinator. Complaints and/or suggestions by Senior Citizens utilizing the facility shall be directed to the Center Coordinator. If the complaint or suggestion involves the City, the Center Coordinator or the Senior Citizen Program Director must contact the Recreation Director.

5. ABANDONMENT

The CAA must notify the Recreation Director thirty (30) days in advance if the CAA:

A. Plans to discontinue use of any room included in this lease document as illustrated under #1; or

B. Plans to change or alter the activity designated for each leased room as illustrated under #1.

Under no circumstances shall CAA/Senior Citizen Center rooms be altered in use and/or purpose without the knowledge and permission of the Recreation Director.

6. LEASE TERM, RENTAL, AND REVIEW

A. The term of the lease agreement shall be one (1) year, commencing on September 1, 2017, and terminating on August 31, 2018.

B. An annual fee of Nine Thousand One Hundred Forty-Eight Dollars ($9,148) shall be due to the City in equal monthly payments.

C. The City and CAA shall meet at least thirty (30) days prior to the expiration of this lease each year to review and/or modify terms of this agreement.
7. **INDEMNITY**

CAA agrees to indemnify and hold harmless the City, its officers, employees and representatives from any and all loss, expense, damage, demands, claims and liability, for any injury or alleged injury to persons (including sickness, disease, or death) and for damage or alleged damage to property including property of the City and/or loss of use thereof arising out of CAA’s use of said premises and CAA further agrees to defend any suit or action brought against the City, its officers, employees or representatives based upon any such injury or damage and CAA agrees to pay all damages, costs and expenses including attorney’s fees in connection with such suit or action resulting therefrom; provided, however, that CAA’s aforesaid indemnity and hold harmless agreement shall not extend to any loss, expense, damage, demand, claim or liability finally determined to have been due to the sole negligence of the City, its officers, employees, or representatives that CAA’s agreement is for the exclusive benefit of the City and shall in no event insure to the benefit of any third party; provided further, that the City shall have the right to defend any action brought against the City or to tender such defense to CAA.

8. **INSURANCE**

The Community Action Agency shall obtain and maintain in force an insurance policy or policies insuring against losses arising from claims or personal illness, injury, death and property damage liability in connection with CAA program activities in the Catherine Bonifas Civic Center in the minimum amount of One Million Dollars ($1,000,000) Combined Single Limits. The policy or policies evidencing such insurance delivered to the City without delay, and renewals thereof shall be delivered by CAA to the City at least thirty (30) days prior to respective expiration dates. The City of Escanaba shall be named as an “additional insured” to all policies affecting this lease agreement. The lessee shall deliver evidence, insurance certificate, of said insurance prior to occupancy or renewal date.

IN WITNESS WHEREOF, the parties have executed this Lease at Escanaba, Michigan, on the ______ day of ______________, 2017.

In the Presence of:  

By: ____________________  
Marc D. Tall, Its Mayor

By: ____________________  
Robert Richards, Its City Clerk

DELTAMENOMINEE-SCHOOLCRAFT COMMUNITY ACTION AGENCY, Lessee

By: ____________________  
Julie Moberg  
Its: Deputy Executive Director

By: ____________________  
Sally Kidd  
Its: Program Director
MEMORANDUM

TO: Jim O'Toole, Robert Richards  
FROM: Melissa Becotte  

The City was recently approached by MEDC about hiring a Certified Grant Administrator for the Marketplace project. A certified grant administrator is responsible for gathering all the information required by the MEDC in order to release funding and to close out the project.

Ed LeGault has started doing this work but it has turned out to be much more cumbersome that he had anticipated.

MEDC sent us a bid document which Mr. LeGault emailed to qualified candidates. One bid was received from Peter VanSteen who is also the CGA on the façade grant and knows what needs to be done for MEDC. The City has been approved for additional grant funding to cover the cost.

Administration is recommending approval of the Certified Grant Administrator contract with Peter VanSteen in the amount of $14,100.
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 James V. O'Toole, City Manager, hereunto duly authorized, and CUPPAD, a planning and development regional commission organized under the laws of the State of Michigan (hereinafter called the "CONSULTANT"), acting herein by Peter VanSteen, Chief Executive Officer or appointed representative, 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 May 22, 2017, and shall end on May 31, 2018. 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 Fourteen Thousand One Hundred Dollars ($14,100.00). 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 in 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 in 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 herein.
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 and 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, et cetera, 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.

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, 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.

d) 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.
e) 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.

f) 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.

g) 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. 450e) 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 MEDC 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 MEDC.

R. INSURANCE

- Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI.
- 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. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of $1,000,000.00.

- 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 and Non-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 $1,000,000.00 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-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 94th District Court, county of Delta, State of Michigan.

T. **SEVERABILITY**

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

I. General Tasks

- Establish project files in the GRANTEE’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 GRANTEE’s files.
- With the assistance of the GRANTEE, help conduct public hearings. This includes, but is not limited to, such things as assisting with public notices, conducting hearings, 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 GRANTEE in establishing and maintaining one Section 3 plan and appropriate reports.
- Prepare progress reports for the GRANTEE, including obtaining financial and employment data from the developer.
- Prepare and submit for approval Community Development Block Grant Amendments as necessary and conduct public hearings if required.
- Other general tasks as necessary, including but not limited to, coordinating and meeting with key players, preparing amendment requests for GRANTEE, and preparing environmental review amendments for GRANTEE.

II. Financial Management

A. Make progress inspections and certify private investment.
B. Provide assistance during annual audit of CDBG programs, as necessary.

III. Environmental Review - per project

A. Assist GRANTEE with determining the required level of environmental review and prepare the required paperwork.
B. Assist GRANTEE in providing documentation to ensure that project costs are not incurred until after the completion of the environmental review and authorization from the GRANTOR.

IV. Procurement

A. Establish and maintain Procurement Policies and files.
B. Assist the GRANTEE in preparing all RFPs/RFQs 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.

V. Construction and Labor Compliance
A. Assist the project engineer in the preparation of bid documents and supervise the bidding process consistent with state and federal regulations.
B. Secure the Department of Labor's federal wage decision and include it in the bid documents.
C. Prepare construction contracts which 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. Check weekly payrolls and complete Payroll Review Worksheet to ensure compliance with federal wage decision(s). Conduct on-site interviews and compare the results with the appropriate payrolls.
F. Monitor construction to ensure compliance with equal opportunity and labor standards provisions.
G. Assist in a final inspection of the project and in the issuance of a final acceptance of work.
H. Assist the project architect/engineer in obtaining any necessary permits.
I. Monitor Section 3, DBE and other contractor and subcontractor reports.

VI. Monitoring and Close Out
A. Attend and assist the GRANTEE during the MEDC's monitoring visit(s). Prepare GRANTEE's response to all monitoring findings.
B. Prepare close-out documents.
C. Conduct and document Performance Public Hearings on an annual and/or project basis as required.

VII. National Objective Compliance, Surveys, and Income verification
A. Compile semi-annual employment data from developer and submit to GRANTEE on a timely basis.
B. Conduct surveys in accordance with HUD guidelines to determine low/moderate income beneficiaries as needed for applications for which Census data cannot be used.
C. Determine eligibility of area wide target areas using Census data and LOGRECO mapping system.
MEMORANDUM

Date: June 8, 2017

To: Escanaba City Council

Info: Robert Richards, City Clerk
      Melissa Becotte, City Controller
      Kevin Dubord, Assessor’s Office

From: Jim O'Toole, City Manager

Subject: Property Purchase Request

On the corner of 5th Avenue South and South 20th Street, the City of Escanaba owns an unbuildable piece of property that is roughly 18’6” x 107’9” in size which is 2008.6 s.f. +/- . It is believed the City has owned this property since the creation of the Sheldon Addition. Recently Daniel and Nancy Young, owners of the adjoining property, requested the City consider selling the property to them in that they own the adjoining parcel. The small parcel is unbuildable and holds no value to the City for infrastructure or right-of-way easement. The Young’s made an initial offer of $1,000 but recently increased the offer to $1,500.

In reviewing the request at the staff level, Administration is recommending approval of the purchase request for the following reasons:

1. The parcel is not a legal and buildable sized parcel.
2. The parcel is not needed for any future infrastructure or right-of-way easements.
3. The property is maintained by the City with respect to routine grass cutting and sidewalk shoveling, which is a taxpayer expense; with the sale of the property the City sheds that liability.
4. The adjoining parcel is owned by the Young’s.
5. By selling the parcel, the property will be entered into the property tax roll under private ownership.

Mission Statement:
Enhancing the enjoyment and livability of our community by providing quality municipal services to our citizens.
June 2, 2017

Jim O'Toole  
Escanaba City Manager  
410 Ludington Street  
Escanaba, MI 49829

Re: Purchase of city property

Dear Mr. O'Toole:

Enclosed please find an amended purchase and sale agreement reflecting an offer to purchase the 18 foot parcel next to Dan and Nancy Young's property.

Should you have any questions, please feel free to call.

Sincerely,

Russell W. Hall

RWH/km  
Enc.
PURCHASE AND SALE AGREEMENT

BETWEEN

City of Escanaba
410 Ludington Street
Escanaba, MI 49829

Hereinafter designated as
“Seller”

AND

Daniel P. Young and Nancy L. Young
3200 14th Avenue South
Escanaba, MI 49829

Hereinafter designated as
“Purchaser”

1. PURPOSE OF AGREEMENT:

Seller desires to sell and Purchaser agrees to purchase the property described herein on the terms and conditions hereinafter set forth.

2. DESCRIPTION OF PROPERTY:

2.01 Real Estate:

Property located in the City of Escanaba, Delta County, Michigan described as follows:

That part of the Southwest ¼ of the Southwest ¼ of Section 30, Township 39 North, Range 22 West described as follows:

Beginning at the Southeast corner of said Southwest ¼ of the Southwest ¼; thence West on the South line and parallel with the South right of way line of 5th Avenue South to the East right of way line of South 20th Street; thence North along the East right of way line of South 20th Street to the South right of way line of 5th Avenue South; thence East along said South right of way line of 5th Avenue South to the East line of said Southwest ¼ of the Southwest ¼; thence South along the East line of said Southwest ¼ of the Southwest ¼ to the Point of Beginning.

EXCEPT: The East 115 feet thereof.

3. PURCHASE PRICE: TERMS OF PAYMENT:

The complete purchase price for the properties is the sum of One Thousand Five Hundred and no/100 ($1,500.00) Dollars. The purchase monies shall be paid as follows:

One Thousand and no/100 ($1,500.00) Dollars shall be paid at closing.

4. EVIDENCE OF TITLE:
The Purchaser agrees to purchase at its own cost, a commitment for title insurance in the amount of not less than the purchase price.

5. OBJECTIONS TO TITLE:
If title is not in a condition required for performance hereunder, because of title requirements contained in the title commitment, the Seller shall have 30 days from the date of notification in writing of the particular defects claimed, either (1) to fulfill the requirements in said commitment or, (2) to refund the deposit in full termination of this Agreement if unable to furnish satisfactory title.

6. ACCEPTABLE TITLE:
Purchaser agrees to accept marketable title as such is defined in Act 200 of Public Acts of Michigan 1945, as amended.

7. COMPLETION OF SALE:
If title is merchantable, the sale shall be completed within 30 days of execution of the purchase and sale agreement; however, if title corrections are necessary, the sale shall be completed in a reasonable time after the title corrections are made.

8. INSTRUMENT OF CONVEYANCE:
Seller shall deliver a quit-claim deed conveying the premises described at 2.01 to the Purchaser. Said quit-claim deed shall be free and clear of all encumbrances, except easements and restrictions of record, and shall be tendered to the Purchaser on the date of closing.

9. TAXES AND ASSESSMENTS:
This property is exempt from property taxes as it is owned by the City of Escanaba. The Purchaser shall be responsible for all future taxes on said parcel.

10. POSSESSION:
Possession of the premises purchased and sold hereunder shall be yielded by the Seller to Purchaser on the date of closing.

11. RISK OF LOSS:
Risk of loss from fire or other casualty shall be borne by the party who has the right to possession.

12. SELLER'S DISCLOSURE:
The Purchasers is purchasing this property in its “as is condition”.

13. ALLOCATION OF CHARGES AND COSTS:
The Purchaser agrees to pay the following charges and costs:
1) The entire cost of preparing this Purchase and Sale Agreement and quit-claim deed;
2) The cost of owner’s title insurance policy in the amount of the purchase price.

The Seller shall not have any costs associated with this transaction.

19. MUTUAL COVENANTS:

The terms and conditions of this Agreement extend to and become binding on the heirs, administrators, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the Seller has hereto set their hands and seal this ___ day of April, 2017

"Seller"

City of Escanaba

_________________________
James V. O'Toole, City Manager for the City of Escanaba

IN WITNESS WHEREOF, the Purchaser has hereto set his hands and seal this ___ day of April, 2017

"Purchaser"

Daniel P. Young

Nancy L. Young

This document prepared by:
Russell W. Hall
DeGrand, Reardon, & Hall, P.C.
517 Ludington Street
Escanaba, Michigan 49829
(906) 786-6009
COMMITMENT FOR TITLE INSURANCE

BY

Chicago Title Insurance Company

Chicago Title Insurance Company, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedule A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 90 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Chicago Title Insurance Company

By:

[Signature]

President

ATTEST:

[Signature]

Secretary

Countersigned:

[Signature]

Authorized Signature

FORM 72C101 (6/06)  ALTA Commitment - 2006
SCHEDULE A

1. Effective Date: March 20, 2017 at 08:00 AM

2. Policy or Policies to be issued:
   (a) _______ Owner's Policy (ALTA Own. Policy (06/17/06))
   Proposed Insured:
       Daniel Young and Nancy Young, husband and wife.
   (b) _______ Loan Policy (ALTA Loan Policy (06/17/06))
   Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment is:
   Fee Simple

4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:
   The City of Escanaba, a Municipal Corporation.

5. The land referred to in the Commitment is described as follows:

   LAND SITUATED IN THE CITY OF ESCANABA, DELTA COUNTY, MICHIGAN

   That part of the Southwest 1/4 of the Southwest 1/4 of Section 30, Township 39 North, Range 22 West, described as follows:

   Beginning at the Southeast corner of said Southwest 1/4 of the Southwest 1/4; thence West on the South line and parallel with the South right of way line of 5th Avenue South to the East right of way line of South 20th Street; thence North along the East right of way line of South 20th Street to the South right of way line of 5th Avenue South; thence East along said South right of way line of 5th Avenue South to the East line of said Southwest 1/4 of the Southwest 1/4; thence South along the East line of said Southwest 1/4 of the Southwest 1/4 to the Point of Beginning.

   EXCEPT: The East 115 feet thereof.
Chicago Title Insurance Company

Commitment Number: CH-734349

SCHEDULE B

1. Requirements:
   a. Pay the agreed amounts for the Title and/or Mortgage to be Insured.
   b. Pay us the premiums, fees and charges for the policy.
   c. Documents satisfactory to us creating the interest in the land and/or the mortgage to be Insured must be signed, delivered and recorded.
   d. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the land or who will make a loan on the land. We may make additional requirements or exceptions relating to the interest or the loan.
   e. NOTE: THE REQUIREMENTS SET FORTH HEREIN ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY.
   f. SUBMIT COPIES OF MINUTES OR OTHER SUPPORTING DOCUMENTATION, SATISFACTORY TO THE INSURER, WHICH APPROVES THE SALE OF LAND TO BE INSURED AND THAT THE PARTY OR PARTIES WHO WILL BE EXECUTING SAID DEED WERE PRESENTLY AUTHORIZED TO DO SO.
   g. RECORD A WARRANTY DEED FROM THE OWNER LISTED ON SCHEDULE A TO THE PARTY TO BE INSURED.
   h. SUBMIT A FULLY EXECUTED AFFIDAVIT BY SELLER(S).
   i. Tax I.D.#. 21-051-420-2930-358-001 (part of)   Examiner: DK   RJ

   Taxes are exempt.

   Property Address: N/A

   j. Taxes through the year 2016 are paid.
   k. Taxes for the year 2017 were not examined.
   l. Special assessments and utilities were not examined.
   m. AFTER ALL REQUIREMENTS HAVE BEEN SATISFIED, RETURN COMPLETED "ORDER TO ISSUE POLICY."

   Note: If the "ORDER TO ISSUE POLICY" is not returned, the issuance of the policy may be delayed.

2. Exceptions:

   This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses which arise by reason of:

   a. Any discrepancies or conflicts in boundary lines, and shortages in area, or any encroachment or
overlapping of improvements.

b. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an accurate survey of the Land or by making inquiry of persons in possession thereof.

c. Easements, liens or encumbrances or claims thereof not shown by the Public Records.

d. Any lien or right to lien for services, labor or material imposed by law and not shown by the Public Records.

e. Taxes and assessments not due and payable at Commitment Date.

f. Rights of the public and of any governmental unit in any part thereof taken, used, or deeded for street, road, railroad, or highway purposes.

g. Title to all coal, oil, gas, minerals, precious stones, etc., together with all mining rights and other rights, leases, privileges and immunities relating thereto.

h. Oil, gas, minerals, aboriginal antiquities and right of ingress and egress to any watercourse or stream, reserved by the State of Michigan, as disclosed by instrument recorded at Liber 120 of Deeds, Page 104, Delta County Records.

i. Notwithstanding any provisions herein to the contrary, the Company makes no representation or assurance regarding compliance or non-compliance with the provisions of PA 591 of 1996. (Note: PA 591 of 1996 revises the Subdivision Control Act)

j. Special Assessment and Utility Accounts, if any.

k. Taxes which are a lien pursuant to Public Act 143 of 1995 and any other taxes and/or assessments which become a lien or become due and payable subsequent to the effective date.

Taxes and assessments which become due and payable, including taxes or assessments which may be added to the tax rolls or tax bill as a result of the taxing authority disallowing or revising an allowance of a tax exempt status.
CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.

2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.

3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amounts of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.
TO: Jim O'Toole, Escanaba City Manager

FROM: Director Robert LaMarche

DATE: June 8, 2017

SUBJECT: Janitorial service

Public Safety is requesting the approval of Hi-Tec Building Services to provide janitorial services for the Escanaba Public Safety Department to fill the vacant janitor position.

Three bids were solicited to provide the janitorial service on a 1 year contract. The bids requested also included cleaning supplies. Hi-Tech was the lowest bid obtained at an annual cost of $19,200. The second bid provided was from Rent-A-Maid which came in at $33,280 annually. The third company D&L came in at $31,200.

I am recommending Hi-Tech Building Services to provide janitorial services to the Escanaba Public Safety Department.

Thank you,

Director Robert LaMarche
Special Services Quote

To: Robert Valentine
   Treasurer & HR Manager
   City of Escanaba
   P.O. Box 948
   Escanaba, MI 49829

From: Misty Yohannan, Sales Manager
Re: Cleaning Services at City of Escanaba Public Safety

Date: 6.8.17

Description of Special Services:

Labor, Equipment and Chemicals: $1,600.00/Monthly $19,200.00/Annually

Cleaning Services at City of Escanaba Public Safety, Five (5) days a week (Monday-Friday). Not to exceed seventeen and a half (17.5) hours weekly. Consumables (trash liners, paper towel, toilet paper, hand soap/sanitizer and air freshener) to be provided by City of Escanaba Public Safety

The above price is good for 1 year, starting from the date of signed agreement by both parties.

If you find this quote acceptable, please contact Misty Yohannan at 810-730-6382 or email myohannan@hitec-services.com and your new cleaning service program will be implemented at your earliest convenience. Thank you for the opportunity to provide City of Escanaba (Public Safety) with a quality cleaning quote.

_________________________________________________________
Authorized Signature of City of Escanaba Public Safety: ________________________________
Date

_________________________________________________________
Please Print Name
### NAME / ADDRESS

Escanaba Public Safety  
1900 3rd Ave N  
Escanaba, MI 49829

### DESCRIPTION

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>COST</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial Cleaning</td>
<td></td>
<td>120.00</td>
<td>120.00</td>
</tr>
<tr>
<td>Five days per week ($600/week)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Additional costs for supplies purchased from D&amp;L for daily cleaning</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>* Window cleaning (inside &amp; out), Floor cleaning (strip &amp; wax), &amp; Carpet</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>cleaning are all billed separately</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>** We must have two workers trained in for cleaning</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sales Tax</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

6.00% 0.00

Thank you for choosing D & L Janitorial Supply, Inc!

TOTAL $120.00
Name / Address
Escanaba Department of Public Safety
1900 3rd Ave North
Escanaba, MI 49829

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMMERCIAL- JANITORIAL SERVICES</td>
<td>20</td>
<td>32.00</td>
<td>640.00</td>
</tr>
<tr>
<td>20 HOUR WORK WEEK</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WE PROVIDE SUPPLIES</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>COMMERCIAL- JANITORIAL SERVICES</td>
<td>20</td>
<td>28.00</td>
<td>560.00</td>
</tr>
<tr>
<td>20 HOUR WORK WEEK</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>NO SUPPLIES PROVIDED</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total $1,200.00