CALL TO ORDER
ROLL CALL
INVOCATION/PLEDGE OF ALLEGIANCE – Pastor Chris Johnson of Christ the King Lutheran Church
APPROVAL CORRECTION(S) TO MINUTES – Regular Meeting – April 19, 2018
APPROVAL/ADJUSTMENTS TO THE AGENDA
CONFLICT OF INTEREST DECLARATION(S)
BRIEF PUBLIC COMMENT(S)
PUBLIC HEARINGS

   Explanation: City Council will conduct the fourth public hearing and schedule the final public hearing and approval of the 2018-19 City budget for May 17, 2018.

2. Public Hearing - Notice of Street Improvement - 21st Avenue South from Lakeshore Drive to the west right-of-way line of South 18th Street.
   Explanation: The City of Escanaba received a petition for the construction of a 22 foot wide chip-seal paved street without curb and gutter for 21st Avenue South from Lakeshore Drive to the west right-of-way line of South 18th Street. As Part of the project, the City of Escanaba is required to conduct a public hearing on the proposed improvement so that citizens can comment and/or object to the proposed improvements. After the Public Hearing, Administration is recommending the Council schedule a Public Hearing date for May 17, 2018, on the proposed special assessment.

UNFINISHED BUSINESS – None

NEW BUSINESS

1. * Consent – Annual Water/Wastewater Chemical Purchases.
   Explanation: Administration is seeking Council consent to accept the following annual chemical bids:
   a. Hawkins, Inc. of Roseville, Minnesota - Award of a bid to furnish approximately 35,000 pounds of Hydrofluorsilicic acid for use in drinking water treatment of $39.50/cwt in 2750 pound totes.
   b. ChemTrade Chemicals US, LLC of Parsippany, New Jersey - Award of bid to furnish approximately 100 net tons of Aluminum Sulfate liquid in the amount of $261.00 per dry ton.
   c. Univar of Cincinnati, Ohio - Award of bid to furnish approximately 95 tons of Dense Soda Ash in 50 pound bags for use in drinking water treatment in the amount of $18.894/ cwt 50lb bags.
   d. Kemira Water Solutions, Inc. of Lawrence, Kansas - Award of bid to furnish approximately 50 tons of dry weight Ferric Chloride in the amount of $645.00 /dry ton.
e. Hawkins, Inc. of Roseville, Minnesota - Award of bid to furnish approximately 10 tons of liquid Chlorine in amount of $63.00 per cwt in 150 pound cylinders.

f. Hydrite Chemical Company - Brookfield, Wisconsin - Award of bid to furnish approximately 10 tons of liquid Chlorine in amount of $75.00 per cwt in ton cylinders.

g. Carbon Activated Corp. of Compton, California - Award of bid to furnish Powdered Activated Carbon in the amount of $0.74 per pound bagged.

   **Explanation:** The Krusin Klassic Car Club is requesting City Council approval to use Ludington Park and Ludington Street on June 1, 2018, from 6:00 p.m. to 8:00 p.m., for their annual "Krusin Klassics Fun Run". Administration is recommending approval of the request contingent upon the following: 1) Proper insurance was provided naming the City of Escanaba as an additional insured, and 2) Event sponsors provide all labor material and clean up at the conclusion of the event.

   **Explanation:** Administration is seeking Council approval for the construction of an access sidewalk to be located at the newly developed Northern Michigan Mobile Child Advocacy Center located at the Delta County Service Center building located at 2920 23rd Avenue North. Funds for this project will be paid for by the City of Escanaba.

   **Explanation:** Administration is seeking Council approval of a resolution authorizing the Pilot Drinking Water Community Water Grant.

   **Explanation:** Administration is seeking Council approval to retain Mead Hunt of Marquette, Michigan to complete the work of conducting the cross connections services as specified in the request for proposal. The amount being requested includes a 10% contingency of unforeseen issues that may need to be address at the same time; this extra work shall be completed at the same rates listed, or on a time and material basis. Currently $26,000 is budgeted and available for this type of work within the current 17/18 budget year; in the 18/19 budget year this line item is being increased to $30,000, where the majority of the work will occur.

6. Approval – Engineering for On-Site Inspection by Civil PE – Water.  
   **Explanation:** Administration is seeking Council approval to retain C2AE of Escanaba, Michigan to conduct the on-site Civil PE construction inspection work as written in the proposal dated April 10, 2018 for the CN Water Main Encasement Project; the proposal includes an additional $13,900 from the cost that was originally authorized. Payments to C2AE for this project will not exceed $22,150.

7. Approval – Updating the Supervisory Control and Data Acquisition (SCADA) – Water.  
   **Explanation:** Administration is seeking approval to retain Energencos of Cedarberg, Wisconsin at a cost not to exceed $50,000; to complete the work for updating the SCADA system at the Water Plant. This amount includes a minimal amount of extra money for several smaller anticipated issues that need to be addressed at the same time. Extra work shall be completed on a time and material basis. Currently only $25,000 is allotted for this type of work, other monies will come from Capital Improvement projects that will not be completed during this current budget year. A RAP Grant for $7,000 will also be applied for to help off-set more of the cost.
8. Approval – Demolition Costs of Garage and Utility Disconnects / Permits for 910 Ludington Street.
Explanation: Administration is seeking approval to retain Brunette and Son, Inc. of Escanaba, Michigan to complete the demolition of the existing cement block garage located on the alley of 910 Ludington Street; contract will also include all utility disconnects and required permits. Cost of contract is set for $32,690.

9. Discussion / Action – Postponement of Release of the RFP for the City/County Near Northshore Waterfront Property Project.
Explanation: Administration is requesting postponement of the release of the RFP for the City/County Near Northshore Waterfront Property project.

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

Respectfully Submitted

Patrick S. Jordan
City Manager
CITY COUNCIL
MEETING AGENDA - ADDENDUM
May 3, 2018

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

Patrick S. Jordan, City Manager
Robert S. Richards, CMC City Clerk
Ralph B. K. Peterson, City Attorney

City Council Chambers located at: City Hall – 410 Ludington Street – Room C101 – Escanaba MI 49829

The Council has adopted a policy to use a Consent Agenda, when appropriate. All items with an asterisk (*) are considered routine by the City Council and will be acted upon by one motion. There will be no separate discussion of these items unless a Council Member or citizen so requests, in which event, the item will be removed from the General Order of Business and considered in its normal sequence on the Agenda.

Regular Meeting - Addendum
Thursday, May 3, 2018, at 7:00 p.m.

NEW BUSINESS

10. City Clerk Appointment.
Explanation: Having interviewed three candidates for the City Clerk position on May 1, 2018, Council will make a decision on an appointment.

Respectfully Submitted

[Signature]

Patrick S. Jordan
City Manager
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, Ronald J. Beauchamp, Ralph B. Blasier, Michael R. Sattem, and Peggy O’Connell Schumann.

Absent: None

Also Present: City Manager Patrick S. Jordan, City Department Heads, media, and members of the public.

Clerk Richards led Council in the Pledge of Allegiance.

Sattem moved, Blasier seconded, CARRIED UNANIMOUSLY, to approve Regular Meeting minutes from April 5, 2018, Special Meeting Minutes from April 9, 2018, and Special Meeting Minutes from April 10, 2018, as submitted.

ADJUSTMENTS TO THE AGENDA

Blasier moved, Schumann seconded, CARRIED UNANIMOUSLY, to approve the Agenda as submitted.

CONFLICT OF INTEREST DECLARATION – None

BRIEF PUBLIC COMMENT

Charles Lindquist, from the Delta County Historical Society, thanked the City for their help over the years and asked for continued support in the upcoming 2018/19 Fiscal Year Budget.

UNFINISHED BUSINESS – None

PUBLIC HEARINGS – None

NEW BUSINESS


Administration requested Council set May 3, 2018, as the fourth Public Hearing on the proposed 2018-19 City Fiscal Year Budget.

NB-1 Beauchamp moved, Blasier seconded, CARRIED UNANIMOUSLY, to set May 3,
2018, as the fourth Public Hearing on the proposed 2018-19 City Fiscal Year Budget.

Approval – Centerline/Edge Line Painting Bid – Public Works.

Administration sought Council approval on a three (3) year centerline/edge line painting bid. On March 28, 2018, one bid was received and opened by the Delta County Road Commission. The City of Gladstone, City of Escanaba and the Delta County Road Commission jointly bid this annual work. After review of the bid, Administration recommended approval of a three (3) year contract with PK Contracting of Lake City, Michigan, for the unit prices as listed. This item was included in the current fiscal year budget.

NB-2 Blasier moved, Schumann seconded, to approve a three (3) year centerline/edge line painting contract with PK Contracting of Lake City, Michigan, for the unit prices as listed.

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

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

MOTION CARRIED.

Approval – Annual Service Agreement – Delta County Historical Society.

The Delta County Historical Society sought Council approval of their annual 2017-18 Service Agreement in the amount of $2,000. Under the terms of the Service Agreement, the Delta County Historical Society would be able to provide tours and activities at the Museum and Lighthouse facilities, which would be available to the citizens of the city of Escanaba. Administration recommended approval of the Service Agreement and disbursement of budgeted funds.

NB-3 Schumann moved, Sattem seconded, to approve the Delta County Historical Society 2017-18 Service Agreement in the amount of $2,000.

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

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

MOTION CARRIED.


Administration sought City Council approval to retain Penchura of Manistique,
City Council Minutes
April 19, 2018 – cont.

Michigan, in the amount of $84,679 to design and build the Marketplace Children’s Playground which would be located on the 100 block of South 15th Street. Funding for this project was being provided by the State of Michigan/Department of Natural Resources Recreation Passport Grant in the amount of $45,000 with a local match of $46,000. Administration stated it was hoped the playground be opened by July 4th.

NB-4 Sattem moved, Beauchamp seconded, to approve to retain Penchura of Manistique, Michigan, in the amount of $84,679 to design and build the Marketplace Children’s Playground which would be located on the 100 block of South 15th Street.

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

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

MOTION CARRIED.

Approval – Engineering Services for Plan Review and Installation Inspection of Antennas on Water Tower.

Administration sought City Council approval to retain services from Dixon Engineering and Inspection Services of Hales Corners, Wisconsin in the amount of $2,500. Cellcom would fully reimburse the City for the review and inspection cost.

NB-5 Blasier moved, Schumann seconded, to approve to retain services from Dixon Engineering and Inspection Services of Hales Corners, Wisconsin in the amount of $2,500, to perform a Plan Review and Installation Inspection of Antennas on the City Water Tower.

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

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

MOTION CARRIED.

Approval – Use of Public Space – Delta County Jaycees.

Administration recommended Council approval of a proposed Special Event Application submitted by the Delta County Jaycees to hold an event on Saturday, June 23, 2018 at the City’s Municipal Dock titled “Behind the Mask – Masquerade on the Bay”. The Delta County Jaycees provided property insurance naming the City of Escanaba and they will provide all labor and material to clean-up at the conclusion of the event.

NB-6 Schumann moved, Blasier seconded, CARRIED UNANIMOUSLY, to approve a
Special Event Application submitted by the Delta County Jaycees to hold an event on Saturday, June 23, 2018 at the City’s Municipal Dock titled “Behind the Mask – Masquerade on the Bay” contingent upon the following: 1) Proper insurance was provided naming the City of Escanaba as an additional insured, and 2) The event sponsors provide all labor and material to clean up at the conclusion of the event.

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

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

**MOTION CARRIED.**

Setting Public Hearing – Notice of Street Improvement – 21st Avenue South from Lakeshore Drive to the west right-of-way line of South 18th Street.

The City of Escanaba received a petition for the construction of a 22 foot wide chip-seal paved street without curb and gutter on 21st Avenue South from Lakeshore Drive to the west right-of-way line of South 18th Street. As Part of the project, the City of Escanaba was required to conduct a public hearing on the proposed improvement so that citizens can comment and/or object to the proposed improvements. Administration requested Council to schedule a public hearing for May 3, 2018, so that any comments or objections can be heard.

**NB-7** Blasier moved, Sattem seconded, to schedule a public hearing for May 3, 2018, to hear objections to the improvement of a petition for the construction of a 22 foot wide chip-seal paved street without curb and gutter for 21st Avenue South from Lakeshore Drive to the west right-of-way line of South 18th Street.

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

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

**MOTION CARRIED.**


Administration sought City Council conclude the review of the Escanaba Planning Commission Recommended Capital Improvement Plan for Fiscal Years 2018/19-2022/23. This Plan was presented and approved by the City Planning Commission on April 12, 2018.

**NB-8** Sattem moved, Schumann seconded, **CARRIED UNANIMOUSLY**, to conclude the review of the Escanaba Planning Commission Recommended Capital Improvement Plan for Fiscal Years 2018/19-2022/23. This Plan was presented
and approved by the City Planning Commission on April 12, 2018.

**Approval – Hazardous Material Remediation Costs prior to Demolition of 910 Ludington Street.**

Administration sought City Council approval of hazardous material remediation costs prior to the demolition of 910 Ludington Street. Planning Zoning Administrator Blaine DeGrave stated remediation cost to remove hazardous material would amount to $7,886. Pearson Asbestos would remove the hazardous material as soon as possible.

**NB-9** Beauchamp moved, Schumann seconded, to approve hazardous material remediation costs by Pearson Asbestos prior to the demolition of 910 Ludington Street.

**Approval - Solar Project Recommendation.**

At the Electrical Advisory Committee meeting on April 11, 2018, the members recommend that Council approve the Electric Department moving forward in building a 1MW (DC) Solar Project at the Delta County Airport in 2018 for a cost of $1,268,261; and further to encourage expanding the project with more panels and inverters up to 10 acres in size. Electric Superintendent Mike Furmanski reviewed the Solar Project Recommendation with Council. (See Attachment – A)

**NB-10** After discussion, Beauchamp moved, Schumann seconded, to approve the Electric Department issuing a Contract for $1,210,756 to GRNE Solar to Engineer, Procure, Construct and Start-up a 1.16 MW (DC) Solar Project at the Delta County Airport, and further to approve Electric Department expenditures of $186,500 to complete the City portion of the Escanaba Solar Project.

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

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

**MOTION CARRIED.**

**Discussion – City Clerk / I.T. Administrator Replacement.**

The City Council reviewed candidate lists and discussed the steps moving forward with finding a replacement for the retiring City Clerk.

After a failed motion to discard the candidate top four lists, and further discussion, Blasier moved, Schumann seconded, **CARRIED UNANIMOUSLY**, to schedule a special Council Meeting to interview the top three City Clerk Candidates on May 1, 2018, beginning, 4:00 p.m., in the City Hall Council Chambers.
Blasier moved, Sattem seconded, **CARRIED UNANIMOUSLY**, to Post a special meeting for May 1st at 4:00 pm, to interview the City Clerk Candidates.

Mayor Tall stated the top three City Clerk Candidates were, Tammy Weissett, Lisa Glish, and Kim Gustafson.

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

Mayor Tall, with Council Consensus, made the following appointments:

Appointed Dan Bender and Andrew Crispigna to second terms on the Downtown Development Authority, term ending April 21, 2022.

**BOARD, COMMISSION, AND COMMITTEE REPORTS**

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

**GENERAL PUBLIC COMMENT** – None

**ANNOUNCEMENTS**

- Council Member Blasier stated the Delta Animal Shelter was caring for all the animals brought into the shelter last week, and several have been adopted out.

**Closed Session – Consult with Legal Counsel.**

Administration sought to go into Closed Session to consult with Legal Counsel opinion regarding recovering demolition costs from 910 Ludington Street.

Schumann moved, Blasier seconded, to go into Closed Session to obtain a Legal Counsel opinion regarding recovering demolition costs from 910 Ludington Street.

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

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

**MOTION CARRIED.**

The time was 7:46 p.m.
Blasier moved, Schumann seconded, to come back into open session.

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

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

MOTION CARRIED.

The time was 8:16 p.m.

No Council Action was made while in Closed Session.

Hearing no further public comment, the Council adjourned at 8:16 p.m.

Respectfully submitted

Robert S. Richards, CMC
City Clerk

Approved:                      Marc D. Tall, Mayor

Respectfully submitted
Summary of Escanaba Solar Project
RFP Bid Responses 2018-04-19

1. Received 16 Bids for the 1MW (DC) Engineer, Procure and Construct (EPC) Project

2. After careful evaluation and scoring of the Bids, 3 companies with the lowest EPC Project costs, $/Watt Total Installation Cost, were selected for detailed follow-up discussions and analysis.

3. Two top bidders emerged from this detailed review with the lowest $/Watt Total Installation cost.

4. A recommendation was made to the Electric Advisory Committee (EAC) which they unanimously supported. In addition, the EAC recommended that the Electric Department seek a revised Proposal from the two top bidders to:
   a. Increase the project size to approach 1 MW (AC) maximum generation capacity.
   b. Use more of the FAA approved area within the proposed ~10 acre Airport site.

5. The revised 1.16 MW (DC) proposals were received and evaluated. Increasing the Escanaba Solar Project size 16%:
   a. Lowers the Total Installation Cost from $1.27/Watt to $1.21 to $1.24/Watt, reducing the Payback time.
   b. Lowers the 25 Year Levelized Cost of Electricity (LCOE) from $0.055/kWh to $0.051 to $0.052/kWh.

<table>
<thead>
<tr>
<th>Bid Company</th>
<th>Size MW (DC)</th>
<th>Max AC Gen. MW (AC)</th>
<th>Total Installation Cost, $</th>
<th>EPC Cost, $</th>
<th>Total Installed Cost, $/Watt</th>
<th>25 Year LCOE, $/kWh</th>
</tr>
</thead>
<tbody>
<tr>
<td>#1</td>
<td>0.998</td>
<td>.780</td>
<td>1,288,461</td>
<td>1,063,990</td>
<td>1.27</td>
<td>.055</td>
</tr>
<tr>
<td>#1 Revised</td>
<td>1.164</td>
<td>.910</td>
<td>1,445,708</td>
<td>1,236,060</td>
<td>1.24</td>
<td>.052</td>
</tr>
<tr>
<td>#2</td>
<td>1.016</td>
<td>.850</td>
<td>1,280,868</td>
<td>1,094,232</td>
<td>1.27</td>
<td>.055</td>
</tr>
<tr>
<td>#2 Revised</td>
<td>1.158</td>
<td>.975</td>
<td>1,397,346</td>
<td>1,210,756</td>
<td>1.21</td>
<td>.051</td>
</tr>
</tbody>
</table>
Recommended Best Bid and Why

6. GRNE Solar from Palatine, IL is recommended as the best proposal (#2 Bid Revised) to negotiate an EPC contract. Key contract issues will be:
   a. Reference checking in advance of contract discussions
   b. Confirm solar panel manufacturer and model, and other key system components and specifications. **Securing supply in a very volatile market is imperative.**
   c. Payment schedule
   d. Design of 5kW donated system.

7. Key reasons for recommending GRNE Solar:
   a. Best EPC contract and total installed costs
   b. EPC Contract Includes:
      i. Warranty extension on inverters to 20 years
      ii. First 2 years O & M Service
      iii. Donation of 5 kW solar system, ~15 330 Watt Solar Panels, which the Electric Department proposes to use to evaluate Single Axis Tracking system performance, which was not an option at the Airport site due to solar glare FAA requirements.
   c. Uses local Electric Sub-contractor (i.e., N K Electric)
   d. 5 Long Row layout effectively uses the Airport site.
Proposed Funding Sources

<table>
<thead>
<tr>
<th>Total Installation Cost Includes EPC Contract Plus:</th>
<th>$1,397,346</th>
</tr>
</thead>
<tbody>
<tr>
<td>• 25 year Site Lease for ~ 9 acres</td>
<td></td>
</tr>
<tr>
<td>• 7 ft high security fence &amp; 2 access gates</td>
<td></td>
</tr>
<tr>
<td>• Distribution step-up Transformer &amp; wiring to existing Box#2</td>
<td></td>
</tr>
<tr>
<td>• Completed Westwood Site Assessment Study</td>
<td></td>
</tr>
<tr>
<td>• Completed Site Market Value Appraisal for Lease Agreement</td>
<td></td>
</tr>
<tr>
<td>• Metering (Revenue grade) to measure net solar hourly generation data</td>
<td></td>
</tr>
<tr>
<td>• Installing new culvert &amp; site access road</td>
<td></td>
</tr>
<tr>
<td>• Construction permit</td>
<td></td>
</tr>
<tr>
<td>• Installing donated 5 kW system</td>
<td></td>
</tr>
</tbody>
</table>

| Requested New Project Funding for 2018                                                                                 | $1,357,096 |
| Funding Sources: (6/30/2017 balances)                                                                                | $1,152,544 |
| • Renewable Energy Fund (Restricted to Renewable Energy)                                                            | $12,400,000 |
| • Electric Fund                                                                                                     |            |

| Potential Residential & Business Solar Capacity Sales Revenue to Refund Electric & Renewable Energy Funds          |            |
| % System Capacity Sold                                                                                              | Refund Revenues, $ (1) |
| Number of 330 Watt Panels                                                                                           |            |
| 5                                                                                                                   | 175.5      | 70,077 |
| 10                                                                  | 351        | 140,154 |
| 20                                                                  | 702        | 280,308 |
| 30                                                                  | 1053       | 420,463 |
| 40                                                                  | 1404       | 560,617 |
| 50                                                                  | 1755       | 700,772 |

(1) Assumes $1.21/Watt Total Installation Cost
As part of the Airport Site Lease Agreement, Delta County is provided first priority right to purchase up to 500 solar panels of Capacity in the Escanaba Solar Project (up to 14.2 %).
25 Year Levelized Cost of Electricity (LCOE) for Proposed 1.16 MW (DC) Solar Project

25 Year LCOE = \frac{\text{Total Initial Project Cost} + \text{Cumulative 25 Year O&M Cost}}{\text{25 Year Energy Production of Solar Project}}

1. 25 Year LCOE for Proposed Escanaba Solar Project
   a. Total Initial Project Cost = $1,397,346
   b. Cumulative 25 Year O&M Cost = $353,171
      - 2% Annual inflation of O&M Cost assumed
      - Covers Mowing, Insurance, and Maintenance beyond warranty coverage, etc.
   c. Cumulative 25 Year Energy Production
      - 1,481,800 kWh during the 1st year of Operation based on PVWatt Estimate & Heritage Garden Performance
      - Solar Panel Warranty is less than 0.7% per year decline in Annual Generation
      - Assuming a 0.7% decline in Annual Generation, Cumulative Generation over 25 years is 34,094,000 kWh

   \[
   \frac{1,397,346 + 353,171}{34,094,000} = 0.0513 \text{ per kWh}
   \]

2. Current Escanaba Purchased Energy Contract Costs:

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>$/kWh</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018-2019</td>
<td>.05551</td>
</tr>
<tr>
<td>2019-2020</td>
<td>.05539</td>
</tr>
<tr>
<td>2020-2021</td>
<td>.05329</td>
</tr>
<tr>
<td>2021-2022</td>
<td>.04429</td>
</tr>
<tr>
<td>2022-2023</td>
<td>.04682</td>
</tr>
<tr>
<td>2023-2024</td>
<td>.04908</td>
</tr>
</tbody>
</table>

a. The Escanaba Solar Project 25 Year LCOE is approximately equal to the current contract energy costs.
b. More importantly, the Escanaba Solar Project 25 Year LCOE is fixed for 25 years.
3. Other Costs Avoided with the Escanaba Solar Project include:

   Capacity, Transmission, and Michigan Renewable Energy Credit costs.
   
a. Using Current Contract Costs, the avoided costs are conservatively estimated to range from $0.071 to 0.086/kWh based on current contracts through 2024.
   
b. Clearly, the Escanaba Solar Project lowers the cost of providing Electricity to ALL of Escanaba’s Customers.
   
c. 25 Year LCOE Cost < Avoided Costs

### Impact of 1.16 MW (DC) Solar Project on the Escanaba Electric System

<table>
<thead>
<tr>
<th>% Reduction</th>
<th>Percent, %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purchased Energy</td>
<td>1.10</td>
</tr>
<tr>
<td>Purchased Capacity (3.0% with MISO Reserve Requirement)</td>
<td>2.80</td>
</tr>
<tr>
<td>Transmission Costs April- September</td>
<td>1.50</td>
</tr>
<tr>
<td>Annual Basis</td>
<td>0.75</td>
</tr>
<tr>
<td>Purchased MiREC’s (Michigan Renewable Energy Credits for 2017-2018)</td>
<td>21.40</td>
</tr>
</tbody>
</table>

Once construction is completed, the Escanaba Solar Project will be connected to the City electric distribution system, providing a portion of the electric supply to all the Escanaba residents and businesses.

Number of Average Residential Households supplied by 1.16 MW (DC) Solar System = 247 Households
Recommendations to City Council

1. Approve Electric Department issuing a Contract for $1,210,756 to GRNE Solar to Engineer, Procure, Construct and Start-up a 1.16 MW (DC) Solar Project at the Delta County Airport.

2. Approve Electric Department expenditures of $186,500 to complete City portion of the Escanaba Solar Project.

Key Next Steps (With EAC Support & Council Approval)

1. Finalize and issue EPC Contract
2. Finalize Airport Lease Agreement
   a. Survey leased property, approximately 9 acres
   b. Finish legal documents
   c. Submit the Lease Agreement to City Council and County Commissioners for approval.
3. Issue RFP’s for:
   a. Security fence system
   b. New culvert and access road
   c. Transformer purchase
   d. Mowing contract
4. Update Avoided Cost Analysis for 1.16 MW (DC) Project and Propose Initial Solar Generation Credit, $/kWh.
5. Update Payback Analysis for Actual Installation and Avoided Costs.
6. Finalize program design and draft license & management agreement to sell solar capacity (panels) to Escanaba Electric Residential and Business customers for EAC review and City Council approval.
7. Promote and sell solar generation capacity ($/solar module). Revenue from solar capacity sales will re-fund the Electric Fund and Renewable Energy Fund.
Notice of Street Improvements

Pursuant to a resolution adopted by the Escanaba City Council on April 19, 2018, notice is hereby given:

That the City of Escanaba proposed to make the following improvements. VIZ

For the construction of a 22 foot wide chip-seal paved street without curb and gutter on 21st Avenue South from Lakeshore Drive to the west right-of-way line of South 18th Street.

The specifications, plans, and estimates of costs have been filed in the City Clerk’s Office and are open for public inspection.

The Council has designated as the district to be assessed for said improvements are all lots and parcels of land fronting and abutting upon said proposed improvements the same to be assessed according to frontage thereon.

The Council will meet at its regular session on the 3rd day of May, 2018, at 7:00 p.m. in the Council Chambers of City Hall, 410 Ludington Street, and will hear objections to the improvements as aforesaid and to the district to be assessed.

ROBERT S. RICHARDS, CMC  
CITY CLERK
PETITIONER: Daniel Phalen  
1720 21st Avenue South  
Escanaba, MI 49829

Date Received: C.C 4/19/8
Date Presented to Council:

SPECIAL ASSESSMENT PETITION
FOR STREET IMPROVEMENTS

To: The Escanaba City Council

Council Members:

We, the undersigned property owners, hereby petition your honorable body for the construction of a 22 foot wide chip - seal paved street without curb and gutter on 21st Avenue South from Lakeshore Drive to the west right-of-way line of South 16th Street.

We understand the charges for this work will be based on a special assessment rate applicable at the time the City of Escanaba budget is prepared and the public hearings held. We further understand the current rate of $15.50 per front foot for the specified type improvements is advisory and subject to change prior to the public hearings on the assessment and that the special assessment may be payable in annual installments as shown, plus interest at six percent (6%) per year on the unpaid balance:

<table>
<thead>
<tr>
<th>Amount of Assessment</th>
<th>Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than $100</td>
<td>1</td>
</tr>
<tr>
<td>$101 to $200</td>
<td>2</td>
</tr>
<tr>
<td>$201 to $300</td>
<td>3</td>
</tr>
<tr>
<td>$301 to $400</td>
<td>4</td>
</tr>
<tr>
<td>$401 and over</td>
<td>5</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PROPERTY ADDRESS</th>
<th>FRONTAGE (FT)</th>
<th>TOTAL COST</th>
<th>OWNER</th>
<th>SIGNATURE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1620 21st Avenue South</td>
<td>135.7</td>
<td>$2,103.35</td>
<td>James Baxter</td>
<td></td>
</tr>
<tr>
<td>1616 21st Avenue South</td>
<td>100</td>
<td>$1,550.00</td>
<td>James Baxter</td>
<td></td>
</tr>
<tr>
<td>1700 21st Avenue South</td>
<td>100</td>
<td>$1,550.00</td>
<td>Charles &amp; Patricia Derouin</td>
<td></td>
</tr>
<tr>
<td>1710 21st Avenue South</td>
<td>100</td>
<td>$1,550.00</td>
<td>James Baxter</td>
<td></td>
</tr>
<tr>
<td>1720 21st Avenue South</td>
<td>110</td>
<td>$1,705.00</td>
<td>Daniel Phalen</td>
<td></td>
</tr>
<tr>
<td>1721 21st Avenue South</td>
<td>100</td>
<td>$1,550.00</td>
<td>Rev Kenneth J. Marvc Living Trust</td>
<td></td>
</tr>
<tr>
<td>1711 21st Avenue South</td>
<td>100</td>
<td>$1,550.00</td>
<td>Rev Kenneth J. Marvc Living Trust</td>
<td></td>
</tr>
<tr>
<td>1701 21st Avenue South</td>
<td>100</td>
<td>$1,550.00</td>
<td>Rev Kenneth J. Marvc Living Trust</td>
<td></td>
</tr>
<tr>
<td>1611 21st Avenue South</td>
<td>218.04</td>
<td>$9,379.62</td>
<td>Rev Kenneth J. Marvc Living Trust</td>
<td></td>
</tr>
</tbody>
</table>

Improvement will be based on input and recommendation of the Planning Commission for their Capital Improvement Plan and subject to City Council review and inclusion in the 2018-2019 budget.
<table>
<thead>
<tr>
<th>Owner Name</th>
<th>Parcel ID</th>
<th>Physical Address</th>
<th>Property Class</th>
<th>Unit Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>PHALEN DANIEL J &amp; MARGO A &amp; 1720 21ST AVE S ESCANABA, MI 49829-1900</td>
<td>051-250-3606-126-011</td>
<td>1720 21ST AVENUE SOUTH 401 Residential</td>
<td>$1,705.00</td>
<td></td>
</tr>
<tr>
<td>OLSON JONAS &amp; SPAULDING BETH 1710 21ST AVE S ESCANABA, MI 49829-1900</td>
<td>051-250-3606-126-013</td>
<td>1710 21ST AVENUE SOUTH 401 Residential</td>
<td>$1,550.00</td>
<td></td>
</tr>
<tr>
<td>DEROUIN CHARLES &amp; PATRICIA 1700 21ST AVE S ESCANABA, MI 49829-1900</td>
<td>051-250-3606-126-015</td>
<td>1700 21ST AVENUE SOUTH 401 Residential</td>
<td>$1,550.00</td>
<td></td>
</tr>
<tr>
<td>BAXTER JAMES M &amp; SHANNON L 1615 20TH AVE S ESCANABA, MI 49829-1966</td>
<td>051-250-3606-126-016</td>
<td>1616 21ST AVENUE SOUTH 401 Residential</td>
<td>$1,550.00</td>
<td></td>
</tr>
<tr>
<td>BAXTER JAMES M &amp; SHANNON L 1615 20TH AVE S ESCANABA, MI 49829-1966</td>
<td>051-250-3606-126-018</td>
<td>1608 21ST AVENUE SOUTH 401 Residential</td>
<td>$2,103.35</td>
<td></td>
</tr>
<tr>
<td>MARVIN KENNETH J REV LIVING TRUST C/O C/O JUDDE SNYDER TRUSTEE 1909 13TH AVE S ESCANABA, MI 49829-2165</td>
<td>051-250-3606-126-022</td>
<td>1701 21ST AVENUE SOUTH 401 Residential</td>
<td>$1,550.00</td>
<td></td>
</tr>
<tr>
<td>MARVIC KENNETH J REV LIVING TRUST</td>
<td>051-250-3606-126-024</td>
<td>1521 21ST AVENUE SOUTH</td>
<td>$1,550.00</td>
<td></td>
</tr>
<tr>
<td>C/O C/O JUDDE SNYDER TRUSTEE</td>
<td>1909 13TH AVE S</td>
<td>ESCANABA, MI 49829-2165</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| MARVIC KENNETH J REV LIVING TRUST | 051-250-3606-126-026 | 1721 21ST AVENUE SOUTH | $1,550.00 |
| C/O C/O JUDDE SNYDER TRUSTEE | 1909 13TH AVE S | ESCANABA, MI 49829-2165 | |
**MEMORANDUM**  
April 24, 2018

To: Patrick Jordan, City Manager  
Info: Robert Richards, City Clerk  
From: Jeff Lampi, W & WW Suppl.

Re: Recommendations on the “Process Chemical Bids” for both the Water and Wastewater Treatment Plants for fiscal year 2018-2019. *(Highlighted in Yellow and Italicized)*

### Hydro-fluosilicic Acid

<table>
<thead>
<tr>
<th>Last year:</th>
<th>$41,547/hundred in 17-18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wausau Chemical Co.</td>
<td>$42.00 /hundred (2750 lb Tote)</td>
</tr>
<tr>
<td>Univar</td>
<td>$46.00 /hundred (30 Gal. Drum)</td>
</tr>
<tr>
<td>Hawkins, Inc.</td>
<td>$68.00 /hundred (220 lb Drum)</td>
</tr>
<tr>
<td></td>
<td>$39.50 /hundred (2750 lb Tote)</td>
</tr>
</tbody>
</table>

### Aluminum Sulfate

<table>
<thead>
<tr>
<th>Last year:</th>
<th>$267.00 / Dry Ton in 17-18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aquachem of America</td>
<td>$260.00 / Dry Ton</td>
</tr>
<tr>
<td>Usalco, LLC.</td>
<td>$490.88 / Dry Ton</td>
</tr>
<tr>
<td>ChemTrade Chemicals US, LLC.</td>
<td>$261.00 / Dry Ton</td>
</tr>
</tbody>
</table>

### Soda Ash

<table>
<thead>
<tr>
<th>Last year:</th>
<th>$18.0915 /hundred in 17-18</th>
</tr>
</thead>
<tbody>
<tr>
<td>BHS Marketing, LLC.</td>
<td>$19.4975 /hundred in 50 lb bags</td>
</tr>
<tr>
<td>Univar</td>
<td>$18.864 /hundred in 50 lb bags</td>
</tr>
<tr>
<td>Thatcher Co.</td>
<td>$33.00 /hundred in 50 lb bags</td>
</tr>
</tbody>
</table>

### Ferric Chloride

<table>
<thead>
<tr>
<th>Last year:</th>
<th>$598.00 / Dry Ton in 17-18</th>
</tr>
</thead>
<tbody>
<tr>
<td>PVS Technologies, Inc.</td>
<td>$692.00 / Dry Ton</td>
</tr>
<tr>
<td>Kemira Water Solutions, Inc.</td>
<td>$645.00 / Dry Ton</td>
</tr>
</tbody>
</table>

$61.50/hundred in ton cyl. in 17-18

### Chlorine

<table>
<thead>
<tr>
<th>Last year:</th>
<th>$62.50/hundred in 150 lb cyl in 17-18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hawkins, Inc.</td>
<td>$63.00 /hundred in 150 lb cyl.</td>
</tr>
<tr>
<td>No Bid /hundred in ton cyl.</td>
<td></td>
</tr>
<tr>
<td>Hydrite</td>
<td>$75.00 /hundred in ton cyl.</td>
</tr>
<tr>
<td>$125.00 /hundred in 150 lb cyl.</td>
<td></td>
</tr>
</tbody>
</table>

### Powdered Activated Carbon

<table>
<thead>
<tr>
<th>Last year:</th>
<th>$0.73/lb in 17-18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carbon Activated Corp.</td>
<td>$0.74/lb bagged</td>
</tr>
<tr>
<td>SNR Technologies</td>
<td>$1.08/lb per 4,000 lbs</td>
</tr>
<tr>
<td>$0.987 /lb per 16,000 lbs</td>
<td></td>
</tr>
<tr>
<td>Cabot Norit</td>
<td>$0.85/lb BULK 16,000 lbs</td>
</tr>
</tbody>
</table>
I recommend acceptance of the bids shown above in italicized print and highlighted.

Because the total amount of chemicals needed over the next year are estimated, the bids should be awarded on their units amounts.

For Agenda:

1. **Hawkins, Inc., Roseville, MN.** Award of a bid to furnish approximately 35,000 pounds of Hydro-flusillic acid for use in drinking water treatment of $39.50/cwt in 2750 pound totes.

2. **ChemTrade Chemicals US, LLC, Parsippany, NJ.** Award of bid to furnish approximately 100 net tons of Aluminum Sulfate liquid in the amount of $261.00 per dry ton.

3. **Univar, Cincinnati, Ohio.** Award of bid to furnish approximately 95 tons of Dense Soda Ash in 50 pound bags for use in drinking water treatment in the amount of $18.894/cwt 50lb bags.

4. **Kemira Water Solutions, Inc, Lawrence, KS.** Award of bid to furnish approximately 50 tons of dry weight Ferric Chloride in the amount of $645.00/dry ton.

5. **Hawkins, Inc., Roseville, MN.** Award of bid to furnish approximately 10 tons of liquid Chlorine in amount of $63.00 per cwt in 150 pound cylinders.

6. **Hydrite Chemical Company, Brookfield, WI.** Award of bid to furnish approximately 10 tons of liquid Chlorine in amount of $75.00 per cwt in ton cylinders.

7. **Carbon Activated Corp, Compton, CA.** Award of bid to furnish Powdered Activated Carbon in the amount of $0.74 per pound bagged.
CITY OF ESCANABA - SPECIAL EVENT APPLICATION
Festivals, Parades, Races, Walkathons, Temporary Road Closures

DATE(S) OF EVENT: Friday, June 1, 2018
   Day of Week, Month, Day, Year (Example: Saturday, October 29, 2016)

NAME OF EVENT: Krusin Klassics Fun Run Parade

CONTACT INFORMATION: (Please print clearly – Incomplete applications may be denied.)
Organization: Krusin Klassics Car Club

Contact Person: Janet Snowden
Address: P.O. Box 1321
City, State Zip: Escanaba, Mi 49829
Website: krusinklassics.net
Charitable Org #: (If applicable)

Daytime Phone: (906) 280-5908
Evening Phone: (906) 786-3638
E-mail: sjsnowdeninc.net
Event Phone: (906) 280-5608
Fax: (906) 786-4435

Alternate Contact: Teree Belongie (906) 280-1906
   (It is recommended that an alternative Name and Phone Number be provided)

Do you grant the City of Escanaba, City Manager’s Office permission
to give your telephone number to the general public? ☑ Yes ☐ No

LOCATION:
□ City Park Name of Park: Ludington Park
□ Building/Facility Name/Area: Ludington Park to Stephenson Avenue (Closed to oncoming traffic beginning at 7:00 p.m. to 8:00 p.m. for parade)
□ Road(s) Road Closure Required? ☑ Partial ☐ Full

DATE/TIME:

<table>
<thead>
<tr>
<th>EVENT TIME</th>
<th>Event Begins</th>
<th>Event Ends</th>
</tr>
</thead>
<tbody>
<tr>
<td>DATE:</td>
<td>June 1, 2018</td>
<td>June 1, 2018</td>
</tr>
<tr>
<td>TIME:</td>
<td>7:00 p.m.</td>
<td>8:00 p.m.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SET-UP TIME</th>
<th>Set-up Start</th>
<th>Tear-down End</th>
</tr>
</thead>
<tbody>
<tr>
<td>DATE:</td>
<td>June 1, 2018</td>
<td>June 1, 2018</td>
</tr>
<tr>
<td>TIME:</td>
<td>6:00 p.m.</td>
<td>8:00 p.m.</td>
</tr>
</tbody>
</table>

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

- □ Parade
- □ Cycling
- □ Festival/Event
- □ Run
- □ Walkathon
- □ Other (specify): ___________________________

ESTIMATED ATTENDANCE: (Please estimate all that apply)

- Participants: # 1000
- Bands: # 0
- Vehicles/Floats: # 300
- Volunteers: # 25
- General Public: # Unknown

Wheelchair Accessible: □ Yes □ No

For events on City Property are you seeking approval to charge:

- Admission: □ Yes □ No
- Parking: □ Yes □ No

This event is: □ Open to the Public □ For invited Guests Only

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

Power Requirements: □ Yes □ No

- Sound Amplification: □ Yes □ No
- Access to power if possible: □ Yes □ No
- Live Music: □ Yes □ No

Tents/Temp. Structures: □ Yes □ No

- Size of Tent(s): __________________________
- Alcohol: □ Yes □ No

Amusement Rides: □ Yes □ No

- Provider: __________________________
- Inflatables: □ Yes □ No

- Provider: __________________________

FOOD AND BEVERAGE:

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

Food Stand locations: □ Indoor □ Outdoor □ Indoor and Outdoor

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

□ Chicken / Seafood □ Soups / Chili □ Other Foods (Please list)

□ Rice / Pasta Dishes □ Salad

□ Soda / Chips / Candy □ Other Meats

□ Hotdogs / Hamburgers □ Baked Goods

□ Other Meats

□ Baked Goods
**RESERVATION FEES:** (Check applicable box(es))

<table>
<thead>
<tr>
<th>Location</th>
<th>Resident</th>
<th>Non-Resident</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ludington Park – Pavilion (1/2 Day)</td>
<td>$75</td>
<td>$100</td>
</tr>
<tr>
<td>Ludington Park – Pavilion (Full Day)</td>
<td>$100</td>
<td>$125</td>
</tr>
<tr>
<td>Ludington Park – Bandshell (1/2 Day)</td>
<td>$75</td>
<td>$100</td>
</tr>
<tr>
<td>Ludington Park – Bandshell (Full Day)</td>
<td>$100</td>
<td>$125</td>
</tr>
<tr>
<td>Ludington Park – Gazebo (2 Hour Block)</td>
<td>$50</td>
<td>$75</td>
</tr>
<tr>
<td>Other Picnic or Gathering Area (Full Day)</td>
<td>$35</td>
<td></td>
</tr>
<tr>
<td>John D. Besse Park – Pavilion (1/2 Day)</td>
<td>$75</td>
<td>$100</td>
</tr>
<tr>
<td>John D. Besse Park – Pavilion (Full Day)</td>
<td>$100</td>
<td>$125</td>
</tr>
<tr>
<td>Lemerand Field – Pavilion (1/2 Day)</td>
<td>$75</td>
<td>$100</td>
</tr>
<tr>
<td>Lemerand Field – Pavilion (Full Day)</td>
<td>$100</td>
<td>$125</td>
</tr>
<tr>
<td>Lemerand Field – Entire Complex (Full Day)</td>
<td>$250</td>
<td></td>
</tr>
</tbody>
</table>

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

**EVENTS REQUESTING ROAD CLOSURE:**

Road closures must be approved by City Council. Once City Council has approved your road closure, changes cannot be made to your route without notification to the City Manager as a secondary Council Approval will have to be sought.

A detailed map of road closures **MUST** be included. Applicants must notify abutting properties of the closure at least 14 Days in advance of the event. This notification letter must be approved by the City Manager’s Office. If there are any SPECIAL REQUESTS that you would like the City to consider, please outline them on a separate piece of paper and attach.

**DEFINE THE CLOSURE LIMITS – ATTACH A DETAILED MAP**

Line up begins in Ludington Park at 6:00 p.m. for the Krusin Klassics Parade. We will run two abreast beginning at 7:00 p.m. to Stephenson Avenue where cars will split and one lane will dispense at the M-35, US2 & 41 stop light and the right lane will go up Stephenson Avenue. The police departments will assist with traffic. Ludington Street and side streets need to be closed to oncoming traffic beginning at 7:00 p.m. until end of parade at approximately 8:00 p.m. All participants are given rules for the parade which include but are not limited to: no tire noise, no throwing candy from cars, and to drive in a safe manner at all times.

**I have read and understood the Special Events Application.**

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

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

---

Event Organizer Signature: [Signature]

Print Name: [Signature]

Date: 4/17/18
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Bagary Insurance Agency LLC
141 River's Edge Drive
Traverse City MI 49684-3285

CONTACT NAME:

PHONE: (616) 786-3638

TAX: (800) 922-4050

ADDRESS:

INSURER(S) AFFORDING COVERAGE:

NAIC #

INSURED
Krusin Classics, Inc.
PO Box 1321
Escanaba MI 49829

INSURER A: Market Insurance Company
39790

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGEs

CERTIFICATE NUMBER: Cert ID 3123

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREBIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<table>
<thead>
<tr>
<th>INSURER</th>
<th>TYPE OF INSURANCE</th>
<th>ADL SUB</th>
<th>S/WO</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>IN12</td>
<td>LOC</td>
<td>01/28/2018</td>
<td>01/28/2019</td>
<td>EACH OCCURRENCE</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>A</td>
<td>AUTOMOBILE LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Include as additional insured: Certificate Holder but only with respects to the named insured's actions and / or negligence with regards to the Fun Run Car Show & Parade to be held at Ludington Avenue Parade & U.P. State Fairgrounds on June 1st & 2nd 2018.

CERTIFICATE HOLDER

City of Escanaba
410 Ludington St
Escanaba MI 49829

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

Page 1 of 1
Resolution Authorizing the Pilot Drinking Water Community Water Supply Grant Agreement

At a regular meeting of the ______________ of the ______________ of ______________, County of ______________, State of Michigan, (the “Municipality”) held on ______________.

PRESENT:

Members:

________________________________________________________

________________________________________________________

ABSENT:

Members:

________________________________________________________

Member ______________ offered and moved the adoption of the following resolution, seconded by Member ______________.

WHEREAS, a pilot drinking water community water supply grant program was established with the passing of the supplemental budget of the Department of Environmental Quality (“DEQ”); and

WHEREAS, the pilot drinking water community water supply grant program, administered by the DEQ, provides assistance to municipalities for updating distribution system material inventories and asset management plans to identify lead service lines and galvanized steel service lines, and replacing lead service lines and galvanized steel service lines; and

WHEREAS, the Municipality does hereby determine it necessary to (select one or more)  □ update inventory of distribution system material inventory, □ update or improve an asset management plan to identify lead service lines and galvanized steel service lines, and □ replace lead service lines and galvanized steel service lines; and

WHEREAS, it is the determination of the Municipality that, at this time, a grant in the aggregate principal amount not to exceed one million dollars (“Grant”) be requested from the DEQ to pay for the above-mentioned undertaking(s); and

WHEREAS, the Municipality shall obtain this Grant by entering into a grant agreement (“Grant Agreement”) with the DEQ.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. ______________ (title of the designee’s position), a position currently held by ______________ (name of designee), is designated as the Authorized Representative for purposes of the Grant Agreement.
2. The proposed form of the Grant Agreement between the Municipality and the DEQ (attached Sample Grant Agreement) is hereby approved and the Authorized Representative is authorized and directed to execute the Grant Agreement with such revisions as are agreed to by the Authorized Representative.

3. The Authorized Representative is hereby authorized to take any actions necessary to comply with the requirements of the DEQ in connection with the issuance of the Grant, including executing and delivering such other contracts, certificates, documents, instruments, applications and other papers as may be required by the DEQ or as may be otherwise necessary to affect the approval and delivery of the Grant.

4. The Municipality acknowledges that the Grant Agreement is a contract between the Municipality and the DEQ.

5. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are rescinded.

YEAS: Members:

NAYS: Members:

RESOLUTION DECLARED ADOPTED

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the____________________ of the____________________ of____________________, County of____________________, 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.

____________________________________
Name

____________________, Clerk

____________________ of____________________, County of____________________
To: Patrick Jordan, City Manager  
From: Jeff Lampi, W & WW Supt  
Date: 4/25/18
Re: Out-Sourcing Cross Connection Services

Pat:

As discussed over the past few years, the DEQ has been requesting that we become more active in our Cross Connection Program (CCP) activities and enforcement. Just recently, they have requested a written update by the end of June outlining our course of action in order to conduct and enforce our CCP.

Our current service man is responsible for not only all of the meter service, but also seasonal turn-on’s, water quality complaints, and non-payment shut offs. I have noticed that a considerable amount of his time is consumed each day, leaving little time for CCP activities. It goes without questions that after our meter replacement activities are completed; some spare time will be made available. Until that day comes, there is not enough time for one person to complete all the tasks needed and required of a fully functionally and effective CCP for a city our size.

To mitigate the aforementioned issues, I have submitted RFPs for the out-sourcing of our CCP services and received three responses. The current out sourcing plan will begin by spreading this work load across the entire city in a three year cycle. During this time we will utilize the contractor retained to train our current staff members. My hopes are that our staff will become properly trained and capable to conduct CC inspections on their own. Depending on several factors, this may be a one year request, or planned to be repeated over the following two years. Until we began true CCP compliance, I will not have a true feeling of the time constraints this project may have.

Please see attached spread sheet outlining each contractors bids results, set forth in a like for like format.

With your approval I would like to hire Mead Hunt of Marquette MI, at a cost not to exceed $38,032.50; to complete the work of conducting the Cross Connection Service as outlined in the Specifications within the RFP. This amount includes a 10% contingency for unforeseen issues that may need to be addressed at the same time. This extra work shall be completed on at the same rates listed, or on a time and material basis.

Currently $26,000.00 is budgeted and available for this type of work within the current 17/18 budget year. In the 18/19 budget year this line item is being increased to $30,000.00, where the majority of this work will occur.

Please take note, all the work associated with the Cross Connection Program is a State Mandated requirement and needs to be implemented.

Pc: Melissa Becotte, City Controller
## Bid Tab Comparison - in like quantity's

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th># of Units in City</th>
<th># of Units year one</th>
<th>Unit price</th>
<th>Year 1 costs</th>
<th>Unit price</th>
<th>Year 1 costs</th>
<th>Unit price</th>
<th>Year 1 costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Non-residential Initial, re-inspections and notifications</td>
<td>776</td>
<td>260</td>
<td>$80.00</td>
<td>$20,800.00</td>
<td>$125.00</td>
<td>$32,500.00</td>
<td>$155.00</td>
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<td>2</td>
<td>Residential Initial letter survey to each address, and follow up letter survey.</td>
<td>4874</td>
<td>1625</td>
<td>$7.00</td>
<td>$11,375.00</td>
<td>$4.25</td>
<td>$6,906.25</td>
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<td>$8,125.00</td>
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<td>3</td>
<td>Site Residential Initial Surveys to be determined annually by City based on results of Residential Initial Letter Surveys. (It shall be planned to have City staff trained on how to conduct these inspections on the first 20 house's, and then City Staff shall conduct the rest of them....)</td>
<td>1625</td>
<td>20</td>
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<td>$0.00</td>
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<tr>
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<td>Initial meeting for local backflow prevention assembly testers and plumbers</td>
<td>1</td>
<td>1</td>
<td>$500.00</td>
<td>$500.00</td>
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<td>7</td>
<td>Tracking the &quot;testing and reporting&quot; of Assembly Management. (Mead Hunt changes $10.00 per device to the plumber, with the exception of $4.95 per device for publicly funded buildings)</td>
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<td>300</td>
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<td>$500.00</td>
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<td>9</td>
<td>Cost of Annual Software Licensing fees</td>
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<td>Mead &amp; Hunt</td>
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PRESENT:

[Signature]

Robert Richards
PROPOSAL  page 1 of 2
Escanaba Water Department Cross Connection Program – 2018

Date: April 11, 2018
City of Escanaba, PO Box 948, Escanaba, MI 49829

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>#’s of Units in City</th>
<th>Unit price</th>
<th>Year 1 costs</th>
<th># of Units year one</th>
<th># of Units year two</th>
<th># of Units year three</th>
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<tr>
<td>1</td>
<td>Non-residential Initial, re-inspections and notifications</td>
<td>776</td>
<td>$155</td>
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<td>Residential Initial letter survey to each address, and follow up letter survey</td>
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<td>$0</td>
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<tr>
<td>6</td>
<td>Initial meeting for local backflow prevention assembly testers and plumbers</td>
<td>1</td>
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<td>$0</td>
<td>1</td>
<td>0</td>
<td>0</td>
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<tr>
<td>7</td>
<td>Tracking the &quot;testing and reporting&quot; of Assembly Management</td>
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<tr>
<td>9</td>
<td>Cost of Annual Software Licensing fees</td>
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<td>$0</td>
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<td>$29,481</td>
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<td>4</td>
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</tbody>
</table>

* Aqua Backflow’s experience says that only a few residential “site visits” will be necessary annually. Page 10 of 11
** Lines 3, 13, and 14 above, are excessively high figures.
*** Can be $0.00 cost to you if you utilize our no-cost TrackMyBackflow.com website where testers pay the online filing fee.
PROPOSAL  page 1 of 2

Escanaba Water Department Cross Connection Program – 2018

We the undersigned, agree to furnish the City of Escanaba, Michigan RFP: Escanaba Water Department Cross Connection Program – 2018, in accordance with the attached minimum specifications, which are part of this proposal, at the following price:

* 
Year One Total costs for all Services provided: *

** $112,725.00

***

Any Additional cost not mentioned: $0.00

Please provide a detailed description of any additional costs: none

FOB: City of Escanaba

CERTIFIED CHECK, CASHIER’S CHECK, OR 
BIDDER’S BOND IS NOT REQUIRED FOR THIS BID.

SUBMITTED BY:

FIRM: Aqua Backflow

ADDRESS: 977 Elizabeth Street

Elgin, IL 60120

BY: Tom Staroske

EMAIL: Tom@AquaBackflow.com

PRINTED NAME: Tom Staroske

TITLE: Chief Operating Officer

(Business Address Seal- if bid is by a corporation

For firm comparisons, Aqua Backflow has already submitted company qualifications, notice samples, educational brochure samples, references, etc.

Page 11 of 11
### Escanaba Water Department Cross Connection Program – 2018

**Date:** April 17, 2018

**City of Escanaba, PO Box 948, Escanaba, MI 49829**

<table>
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<tr>
<th>Item</th>
<th>Description</th>
<th># of Units in City</th>
<th>Unit Price</th>
<th>Year 1 Costs</th>
<th># of Units Year One</th>
<th># of Units Year Two</th>
<th># of Units Year Three</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Non-residential Initial, re-inspections and notifications</td>
<td>776</td>
<td>$125.00</td>
<td>$32,500</td>
<td>260</td>
<td>260</td>
<td>260</td>
</tr>
<tr>
<td>2</td>
<td>Residential Initial letter survey to each address, and follow up letter survey</td>
<td>4874</td>
<td>$4.25</td>
<td>$6,902</td>
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<tr>
<td>3</td>
<td>Site Residential Initial Surveys to be determined annually by City based on results of Residential Initial Letter Surveys</td>
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<tr>
<td>4</td>
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<td>1</td>
<td>INC.</td>
<td>0.00</td>
<td>1</td>
<td>1</td>
<td>1</td>
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<tr>
<td>5</td>
<td>Progress review meetings, quarterly updates</td>
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<td>INC.</td>
<td>0.00</td>
<td>4</td>
<td>4</td>
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<tr>
<td>6</td>
<td>Initial meeting for local backflow prevention assembly testers and plumbers</td>
<td>1</td>
<td>INC.</td>
<td>0.00</td>
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<td>0</td>
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<tr>
<td>7</td>
<td>Tracking the “testing and reporting” of Assembly Management</td>
<td>1000</td>
<td>INC.</td>
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<td>8</td>
<td>Ordinance Review/Cross Connection Control Plan &amp; Provide Recommendations</td>
<td>1</td>
<td>INC.</td>
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<td>9</td>
<td>Cost of Annual Software Licensing fees</td>
<td>1</td>
<td>INC.</td>
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PROPOSAL  page 1 of 2

Escanaba Water Department Cross Connection Program – 2018

We the undersigned, agree to furnish the City of Escanaba, Michigan RFP: Escanaba Water Department Cross Connection Program – 2018, in accordance with the attached minimum specifications, which are part of this proposal, at the following price:

Year One Total costs for all Services provided:  $ 114,402.00

Any Additional cost not mentioned:  $ N/A

Please provide a detailed description of any additional costs:

______________________________
______________________________

FOB: City of Escanaba

CERTIFIED CHECK, CASHIER'S CHECK, OR BIDDER'S BOND IS NOT REQUIRED FOR THIS BID.

SUBMITTED BY:

FIRM: HydroCorp

ADDRESS: 5700 Crooks Road, Suite 100
Troy, MI 48098

BY:

EMAIL: ppatterson@hydrocorpinc.com

PRINTED
NAME: Paul M. Patterson  TITLE: Vice President
(Business Address Seal- if bid is by a corporation)
# SCHEDULE OF PAYMENTS

**PROPOSAL page 1 of 2**

**Escanaba Water Department Cross Connection Program – 2018**

**Date:** 4/13/16

City of Escanaba, PO Box 948, Escanaba, MI 49829

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<th>Item</th>
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<th>Year 1 costs</th>
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<tbody>
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<td>Non-residential Initial, re-inspections and notifications</td>
<td>775</td>
<td>$80</td>
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<td>$11,375</td>
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<td>9</td>
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<td>Additional surveys for non-compliance, new construction, or real estate sale</td>
<td></td>
<td>$60</td>
<td>$TBD</td>
<td>TBD</td>
<td>TBD</td>
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<tr>
<td>11</td>
<td>Other</td>
<td></td>
<td>$</td>
<td>$</td>
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<tr>
<td>12</td>
<td>Other</td>
<td></td>
<td>$</td>
<td>$</td>
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<tr>
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<td>Annual Total</td>
<td></td>
<td></td>
<td>$38,175</td>
<td></td>
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<td>Estimated Payments -- Quarterly Billing for work completed</td>
<td></td>
<td></td>
<td>$2,000.76</td>
<td>4</td>
<td>4</td>
<td>4</td>
</tr>
</tbody>
</table>

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Page 10 of 11
PROPOSAL  page 1 of 2

Escanaba Water Department Cross Connection Program – 2018

We the undersigned, agree to furnish the City of Escanaba, Michigan RFP: Escanaba Water Department Cross Connection Program – 2018, in accordance with the attached minimum specifications, which are part of this proposal, at the following price:

Year One Total costs for all Services provided: $ 55,175; $69,175 (see description below)

Any Additional cost not mentioned: $ Labor $80/hour

Please provide a detailed description of any additional costs. Work not detailed in Scope of Service, additional regulatory requirements not specified in Scope of Service. $65,175 if all 1000 surveys in Line item 3 are completed at $30/survey.

FOR: City of Escanaba

CERTIFIED CHECK, CASHIER'S CHECK, OR

BIDDER'S BOND IS NOT REQUIRED FOR THIS BID.

SUBMITTED BY:

FIRM: Mead & Hunt

ADDRESS: 102 W. Washington Street, Suite 213
Marquette, Michigan 49855

BY: Casey Rose

EMAIL: casey.rose@meadhunt.com

PRINTED

NAME: Casey Rose TITLE: Department Manager, Water/Wastewater

(Business Address Seal- if bid is by a corporation)
Memo -- Water Department

To: Patrick Jordan, City Manager
From: Jeff Lampi, W & WW Supt
Date: 4/24/18
Re: Engineering for On-Site Inspection by Civil PE

Patrick,

Please see the attached "Project Change Authorization" submitted by C2AE in regards to CN's requirement for a Civil PE to oversee the work completed when we extend our encasement on our water main near the DPW complex. This change order will increase the overall C2AE compensation from the previously authorized amount of $8,250, by an additional $13,900.00. The total amount payable to C2AE for the work associated with the CN water main encasement project shall not exceed $22,150.00.

*It is my understanding that this additional amount requested will not be drawn unless the CN-MDOT reimbursement agreement is in place and constriction takes place.

**Money is available in the Professional Services section of the current budget, and all costs (~$120,000.00) associated with this CN water main encasement project are planned to be fully reimbursable to the Water Department from MDOT. This will include all of the funds paid forth to C2AE related to this work.

I would like your authorization along with Council Approval to retain C2AE of Escanaba MI to conduct the onsite Civil PE construction inspection work as written in the attached proposal dated 4-10-18; an additional $13,900.00. Payments to C2AE for this project will not to exceed $22,150.00.

P.S: Melissa Becotte, City Controller
DATE: 4/10/18

C2AE Client Advisor: Randy Scott

C2AE Project Manager: Chuck Lawson

PROJECT/P.O. #: General Services Amendment Proj. 3b

PROJECT NAME: Escanaba/CN- Casing Extension

CLIENT: City of Escanaba

CLIENT REP: Jeff Lampi

CONTRACTED FEE: $20,250

SCOPE CHANGE REQUESTED BY/REASON:

The City of Escanaba has requested C2AE add limited construction engineering services to comply with CN permit requirements for full time PE inspection services and administration of the awarded Bacco construction contract.

SCOPE CHANGE DESCRIPTION:

Add to the work scope a maximum of 60 hrs of full time inspection by a Civil P.E. as required by CN permit and Construction Engineering administration of the Bacco construction contract as required for billing, change orders, and MDOT/CN reimbursement.

ESTIMATED FEE TO COMPLETE:

Compensation shall be a T&M basis, increasing the previously authorized $8,250.00 by an additional $13,900.00, to a revised total contract amount of $22,150.00

<table>
<thead>
<tr>
<th>Fee Type</th>
<th>Lump Sum</th>
<th>T &amp; M</th>
<th>Cost + (Fixed Fee)</th>
<th>T &amp; M – Not to Exceed</th>
</tr>
</thead>
</table>

PROJECT SCHEDULE:

<table>
<thead>
<tr>
<th>Item</th>
<th>By</th>
<th>Deadline</th>
</tr>
</thead>
<tbody>
<tr>
<td>On site Inspection</td>
<td></td>
<td>Starting in May 2018</td>
</tr>
<tr>
<td>Daily Reports &amp; project documents</td>
<td></td>
<td>June 2018</td>
</tr>
<tr>
<td>Project closeout</td>
<td></td>
<td>July 2018</td>
</tr>
</tbody>
</table>

The contract timeline was affected by CN approval, review, & response to the permit application and the construction delayed until spring 2018. CN subcontract is required for MDOT reimbursement and must be executed prior to the first costs incurred. C2AE is not responsible for CN timing of this authorization.
Project: General Services Amendment Project 3b

COMMENTS: By signing below, the Owner hereby accepts the additional fee and schedule associated with the identified scope changes presented herein, and authorizes C2AE to proceed with the additional A/E work.

ACCEPTED & AUTHORIZED:

OWNER

C2AE

Representative

Date: ____________________________

Date: October 5, 2017
To: Patrick Jordan, City Manager
From: Jeff Lampi, W & WW Supt.
Date: 4/25/18
Re: Updating the Supervisory Control and Data Acquisition (SCADA)

Pat:

Due to the sensitivity and critical need for the SCADA system at the water plant, I felt only two contractors were capable of this work. I asked both Tetra Tech and Energeneecs to provide quotes to complete the work required to provide new computers and new wonder ware software for the water plant.

Currently we are running the plant on outdated and end of life desktop PC's running Windows XP. The current software being used will not be supported by today's operating systems on current computers. So in order to replace our ancient PC's we will also need to buy the newer wonder ware SCADA software as well. Staying with the wonder ware platform is the easiest choice, as integration will be rather painless, as compared to going with different SCADA software.

Tetra Tech is far too busy to be able to provide a quote for this work, let alone do the job. Energeneecs is currently overseeing the SCADA system at the Wastewater Plant, and they have demonstrated themselves to be very reliable and available in times of immediate need. Please let it be known, that there are other smaller vendors out there that may be able to perform this work, but none having the depth, knowledge and availability in times of crisis that these two companies bring to the table. Due to this fact, I do not feel comfortable with anyone besides these two companies to conduct work on our SCADA systems.

Please see attachment of Energeneecs proposal.

With your approval I would like to hire Energeneecs of Cedarberg WI, at a cost not to exceed $50,000.00; to complete the work of updating our SCADA system at the Water Plant. This amount will also include small amount extra money for several smaller anticipated issues that will need to be addressed at the same time. This extra work shall be completed on a time and material basis.

Only half of this money is also available and allotted to conduct this type of work within the current budget year. The remaining $25,000.00 will available in the current budget; due to other Capital Improvement projects that will not be completed. I also plan to apply for a RAP grant for $7,000.00 to help offset some of these costs.

Pc: Melissa Becotte, City Controller
Energenecs

Proposal

DATE: April 18, 2018

TO: City of Escanaba
   Mr. Jeff Lampi
   Water & Wastewater Superintendent
   Water Treatment Plant
   One Water Plant Road
   Escanaba, MI. 49829

PROJECT: SCADA Computers & SCADA Software Upgrade Project

Energenecs is pleased to offer the following scope of responsibility for subject project in accordance with your request for proposal and our professional SCADA recommendations.

Modifications to Existing Master SCADA computers:

- We recommend and are proposing two SCADA computers with Ethernet CAT5 hardwired between them and in a redundant architecture. If one SCADA computer were to fail, the other is available and automatically monitoring and controlling the SCADA system.

- Two (2) Dell Optiplex model-7040-small form factor-SCADA computers each with 24" Dell monitors, WIN 10Pro

- The above (2) SCADA computers upgraded to Wonderware InTouch version 2017. SCADA graphical software licenses (3000 tags with I/O). One (1) of these licenses is a development license due to fact the original project had development license and how Wonderware manages upgrades.

Modifications to Existing Mobile SCADA computers:

- We recommend and are proposing two Surface Pro computers with remote desktop access into one of the two SCADA master computers. We do not recommend and have not included the SurfacePro computers be loaded with Wonderware software with I/O drivers. This change alone should improve the performance of the overall Escanaba water plant SCADA network.

- Two (2) Microsoft Surface Pro newest model with 12" display, 4GB memory and 128GB solid state hard drives. Each includes cover and stylus/pen.
Modifications to Existing Main Control Panel:
- No changes are recommended or included in proposal

Modifications to Existing Filter Control Panel:
- No changes are recommended or included in proposal

Modifications to Existing Remote I/O Waste Tank Control Panel:
- No changes are recommended or included in proposal

Modifications to Existing Remote I/O Carbon Control Panel:
- No changes are recommended or included in proposal

Proposal Includes:
- Coordination with City of Escanaba on the project
- Initial trip to copy all existing software and discuss project details with Escanaba personnel including redundant SCADA recommendation and plan for a robust WiFi network access by the two proposed SurfacePro notebook SCADA computers (SurfacePro SCADA access using remote desktop not running local Wonderware with I/O)
- Initial SCADA project coordination meeting
- Load and verify all Wonderware SCADA software at our shop
- Upgrade and programming of SCADA software (Wonderware version 2017)
- Minor software modifications that might be required to display Wonderware graphic software on desktops and remote SurfacePro notebooks using RDP
- Field startup & acceptance testing as required
- Owner training as required
- One (1) year parts & labor warranty
Proposal Excludes:

- Sales tax
- Microsoft office or other non-SCADA software applications loaded on SurfacePro mobile units
- Wonderware with I/O server software running on the SurfacePro units is not included
- Any existing Allen Bradley PLC logic modifications is NOT included
- Any upgrades of existing Allen Bradley hardware in existing control panels (Ethernet modules, ControlNet modules, I/O modules, power supplies, etc.)
- Any upgrades or repairs of existing filter control panel hard wired status lights, digital displays, hand switches, etc.
- Any upgrades or repairs of existing fiber optic cable, connectors, etc.
- Any troubleshooting or repairs of existing Cisco Systems Ethernet switches or overall PLC networking hardware or software
- Any new conduit & wire (analog, signal, control, power, fiber circuits)
- Alarm application software such as SCADAAlarm or WIN 911

SCADA System Hardware & Software Upgrade $44,985.00

Additional Recommendation

Retain and upgrade the existing WiFi network or install something such as a Ruckus model WiFi mesh architecture. We anticipate the cost being in the range of $5,000 to $10,000 for a new WiFi network based on the specific layout in the water plant to install a reliable WiFi wireless network to the control room. Please be aware this WiFi hardware & labor cost is NOT included in our base proposal.

If you have any technical questions, please give us a call.

Sincerely,

Brian Akason
Energenecs
414-940-1570 mobile
262-377-6360 office

cc: Dave Simon
Brad Mertink
Jared Feider
Memo

To: Patrick Jordan  City Manager

From: Blaine DeGrave  Zoning Administrator

Re: 910 Ludington Demolition Cost

April 26, 2018

Please add to the May 3, 2018 City Council agenda the request to enter into a contract with Brunette and Son Inc. for the Lump Sum of $32,690 Dollars for the demolition of the structure at 910 Ludington Street, formally known as Performance Audio and the demolition of the existing cement block garage in the alley, plus utility disconnects and permits.
Contract Between

THE CITY OF ESCANABA

AND

BRUNETTE & SON, INC.

In consideration of the mutual promises set forth below, the City of Escanaba, of Escanaba, Michigan, a municipal corporation ("Owner"), and Brunette & Son, Inc. ("Contractor"), make this Contract as of the __________day of ____________________, 2018, and agree as follows:

1. **Performance of the Work.** Contractor shall, at its sole cost and expense, provide, perform, and complete all of the following, all of which is herein referred to as the "Work", described as follows:

   A. **SPECIFICATIONS FOR DEMOLITION OF A TWO-STORY COMMERCIAL STRUCTURE WITH CEMENT-BLOCK GARAGE, INCLUDING FOOTINGS, FOUNDATION, AND ALL SURROUNDING CONCRETE PADS BUT NOT PUBLIC SIDEWALKS APPROXIMATELY 4,075 SQ. FT. LOCATED AT 910 LUDINGTON STREET, ESCANABA, MI 49829.**

      (1) The two-story commercial structure with cement-block garage located at 910 Ludington Street, Escanaba, MI 49829 and all appurtenances shall be completely demolished and removed from the premises and disposed of in a proper and legal manner.

      (2) All foundations, footings, floors and any underground structural members shall be removed and disposed of in a proper and legal manner. The land is to be returned to its original state before any building construction.

      (3) Any sewer connection(s) and water terminations shall be plugged in accordance with established procedures of the City of Escanaba and must be inspected and approved by the City of Escanaba before the connection(s) are (is) covered.

      (4) All utility connections shall be shut off by the appropriate utility company and properly removed and/or abandoned. Any costs shall be borne by the demolition contractor.

      (5) All debris from the demolition site shall be disposed of in a legal disposal site. All landfill or similar disposal charges shall be paid by the demolition contractor.

      (6) During demolition, a construction barrier such as a fence must be placed around the entire building that is being demolished.

      (7) The successful bidder will be required to comply with all local, county, and state regulations pertaining to building demolition including but not limited to MIOSHA requirements, landfill requirements, and MDEQ and MDNR requirements.

      (8) The contractor shall provide sufficient clean fill so as to bring the lot to a clear, level condition. The contractor shall grade the lot so it appears to be level and free of defects. The contractor shall supply 4" of topsoil to the property. The contractor will also supply hardy grass and seeding and sufficient ground cover such as straw for holding the seeding to the soil.
(9) All material, appliances, etc. remaining in the structure at the commencement of demolition shall become the property of the contractor to salvage or dispose of.

B. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary to accomplish the project at the worksite.

2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.

3. Bonds and Insurance. Procure and furnish all bonds and all certificates and policies of insurance specified in this Contract.

4. Taxes. Pay all applicable federal, state, and local taxes.

5. Quality. Provide, perform and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this contract.

6. Commencement and Completion Dates. Contractor shall commence the work not later than __________________________ and shall diligently and continuously prosecute the work at such a rate as will allow the work to be fully provided, performed, and completed in full compliance with this contract not later than __________________________.

7. Conditions at the Work Site. Contractor represents and warrants that it has had a sufficient opportunity to conduct a thorough investigation of the Work Site and the surrounding area and has completed such investigation to its satisfaction. Contractor shall have no claim for damages, for compensation in excess of the contract price, or for a delay or extension of the contract time based upon conditions found at, or in the vicinity of, the work site. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures and other investigations is or has been provided by Owner, or is or has been otherwise made available to Contractor by Owner, such information is or has been provided or made available solely for the convenience of Contractor and is not part of this contract. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the work or the work site, or that the conditions indicated are representative of those existing at any particular location, or that the conditions indicated may not change or that unanticipated conditions may not be present.

8. Technical Ability to Perform. Contractor represents and warrants that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff, to provide, perform and complete the work in full compliance with, and as required by or pursuant to, this contract.

9. Financial Ability to Perform. Contractor represents and warrants that it is financially solvent, and Contractor has the financial resources necessary to provide, perform and complete the work in full compliance with, and as required by or pursuant to, this contract.
10. **Time.** Contractor represents and warrants that it is ready, willing, able and prepared to begin the work on the commencement date and that the contract time is sufficient time to permit completion of the work in full compliance with, and as required by or pursuant to, this contract for the contract price, all with due regard to all natural and man-made conditions that may affect the work or the work site and all difficulties, hindrances, and delays that may be incident to the work.

11. **Safety at Work Site.** Contractor shall be solely and completely responsible for providing and maintaining safe conditions at the work site, including the safety of all persons and property during performance of the work. This requirement shall apply continuously and shall not be limited to normal working hours. Contractor shall take all safety precautions as shall be necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

Contractor shall conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way, unless it has obtained permits therefor from the proper authorities. If any public or private right-of-way shall be rendered unsafe by Contractor's operations, Contractor shall make such repairs or provide such temporary ways or guards as shall be acceptable to the proper authorities.

12. **Cleanliness of Work Site and Environ.** Contractor shall keep the work site and adjacent areas clean at all times during performance of the work and shall, upon completion of the work, leave the work site and adjacent areas in a clean and orderly condition.

13. **Damage to Work, Work Site, and Other Property.** The work and everything pertaining thereto shall be provided, performed, completed, and maintained at the sole risk and cost of Contractor from the commencement date until final payment. Contractor shall be fully responsible for the protection of all public and private property and all persons. Without limiting the foregoing, Contractor shall, at its own cost and expense, provide all permanent and temporary shoring, anchoring and bracing required by the nature of the work in order to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing is not explicitly specified, and support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbs, sidewalks, fixtures and landscaping of all kinds and all other public or private property that may be encountered or endangered in providing, performing and completing the Work. Contractor shall have no claim against Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by others. Contractor shall, promptly and without charge to Owner, repair or replace, to the satisfaction of Owners, any damage done to, and any loss suffered by, the work and any damage done to, and any loss suffered by, the work site or other property as a result of the work. Notwithstanding any other provision of this contract, Contractor's obligations under this section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless or reimburse Contractor for the cost of any repair or replacement work required by this section.

14. **Subcontractors and Suppliers.**

   A. **Approval and Use of Subcontractors and Suppliers.** Contractor shall perform the work with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing.
15. Inspection; Testing; Correction of Defects.

A. Inspection. Until final payment, all parts of the work shall be subject to inspection and testing by Owner or its designated representatives. Contractor shall furnish, at its own expense, all reasonable access, assistance, and facilities required by Owners for such inspection and testing.

B. Correction. Until final payment, Contractor shall, promptly and without charge, repair, correct, or replace all or any part of the work that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the requirements of this contract.

16. Bonds. Contemporaneous with Contractor's execution of this contract, Contractor shall provide a Performance Bond on forms provided by, or otherwise acceptable to, Owner, from a surety company licensed to do business in the State of Michigan with a general rating of A and a financial size category of Class X or better in Best's Insurance Guide, each in the penal sum of the contract price ("Bonds"). Contractor shall, at all times while providing, performing, or completing the work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to this contract, maintain and keep in force, at Contractor's expense, the Bond required hereunder.

17. Insurance. Contemporaneous with Contractor's execution of this contract, Contractor shall provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth as follows:

**WORKERS' COMPENSATION**

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Statutory</th>
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<tbody>
<tr>
<td>Coverage A</td>
<td>Statutory</td>
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<tr>
<td>Coverage B</td>
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**COMPREHENSIVE GENERAL LIABILITY**

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<th>Coverage</th>
<th>Limit</th>
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</thead>
<tbody>
<tr>
<td>Bodily Injury – Each Occurrence</td>
<td>$300,000</td>
</tr>
<tr>
<td>Aggregate</td>
<td>$500,000</td>
</tr>
<tr>
<td>Property Damage – Each Occurrence</td>
<td>$50,000</td>
</tr>
<tr>
<td>Aggregate</td>
<td>$100,000</td>
</tr>
<tr>
<td>Or Combined Single Limits</td>
<td>$1,000,000</td>
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</table>

**COMPREHENSIVE AUTOMOTIVE LIABILITY**

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<th>Coverage</th>
<th>Limit</th>
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</thead>
<tbody>
<tr>
<td>Bodily</td>
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</tr>
<tr>
<td>Property Damage</td>
<td>$100,000</td>
</tr>
<tr>
<td>Or Combined Single Limits</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

Such policies shall be in a form, and from companies, acceptable to Owners. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to Owner.

Contractor shall, at all times while providing, performing, or completing the work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to this contract, maintain and keep in force, at Contractor's expense, the minimum insurance coverages and limits set forth above.
18. Indemnification. Contractor shall indemnify, save harmless, and defend Owner against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, except to the extent caused by the sole negligence of Owner.

19. Contract Price. Owner shall pay to Contractor, in accordance with and subject to the terms and conditions set forth in this contract, and Contractor shall accept in full satisfaction for providing, performing, and completing the work, the amount of $32,690.00.

20. Taxes and Benefits. Owner is exempt from and shall not be responsible to pay, or reimburse Contractor for, any state or local sales, use, or excise taxes. The contract price includes all other applicable federal, state, and local taxes of every kind and nature applicable to the work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, or premium is hereby waived and released by Contractor.

21. Final Acceptance and Final Payment.
   A. Notice of Completion. When the work has been completed and is ready in all respects for acceptance by Owner, Contractor shall notify Owner and request a final inspection ("Notice of Completion"). Contractor's Notice of Completion shall be given sufficiently in advance of the completion date to allow for scheduling of the final inspection and for completion or correction before the completion date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, nonconforming, incomplete, or otherwise not in full compliance with, or as required by or pursuant to, this contract.

22. Liens.
   A. Waivers of Lien. Contractor shall, from time to time at Owner's request and in any event prior to final payment, furnish to Owner such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish, to the reasonable satisfaction of Owners, that no lien against the work or the public funds held by Owner exists in favor of any person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other thing done in connection with the work or this contract ("Lien") and that no right to file any Lien exists in favor of any person whatsoever.

   B. Removal of Liens. If at any time any notice of any Lien is filed, then Contractor shall, promptly and without charge, discharge, remove, or otherwise dispose of such Lien. Until such discharge, removal, or disposition, Owner shall have the right to retain from any money payable hereunder an amount that Owner, in its sole judgment, deems necessary to satisfy such Lien and to pay the costs and expenses, including attorneys' fees and administrative expenses, of any actions brought in connection therewith or by reason thereof.

   C. Protection of Owner Only. This section shall not operate to relieve Contractor's surety or sureties from any of their obligations under the Bonds, nor shall it be deemed to vest any right, interest, or entitlement in any subcontractor or supplier. Owner's retention of

Page 5 of 7
funds pursuant to this section shall be deemed solely for the protection of its own interest pending removal of such Liens by Contractor, and Owner shall have no obligation to apply such funds to such removal but may, nevertheless, do so where Owner's interests would thereby be served.

23. **Binding Effect.** This contract shall be binding upon Owner and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

24. **Relationship of the Parties.** Contractor shall act as an independent contractor in providing and performing the work. Nothing in, or done pursuant to, this contract shall be construed to create the relationship of principal and agent, partners, or joint venturers between Owner and Contractor.

25. **Assignment.** Contractor shall not (1) assign this contract in whole or in part, (2) assign any of Contractor's rights or obligations under this contract, or (3) assign any payment due or to become due under this contract without the prior express written approval of Owners, which approval may be withheld in the sole and unfettered discretion of Owner.

26. **Notices.** All notices required or permitted to be given under this contract shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to Owner shall be addressed to, and delivered at, the following address:

**City of Escanaba**
P.O. Box 948
City Hall
Escanaba, MI 49829
Attention: Blaine DeGrave, Community Preservation Dept.

with a copy to:
DeGrand, Reardon & Hall, P.C.
517 Ludington Street
Escanaba, MI 49829
Attention: Ralph B.K. Peterson, City Attorney

Notices and communications to Contractor shall be addressed to, and delivered at, the following address:

**Brunette & Son, Inc.**
5372 K.S Road
Escanaba, MI 49829

The foregoing shall not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

By means complying with the requirements of this Section, Owner and Contractor, each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address shall be effective until actually received.
27. **Governing Laws.** This contract and the rights of Owner and Contractor under this contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Michigan.

28. **Time.** The contract time is of the essence of this contract. Except where otherwise stated, references in this contract to days shall be construed to refer to calendar days.

29. **Severability.** The provisions of this contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this contract shall be in any way affected thereby.

30. **Entire Agreement.** This contract sets forth the entire agreement of Owner and Contractor with respect to the accomplishment of the Work and the payment of the contract price therefor, and there are no other understandings or agreements, oral or written, between Owner and Contractor with respect to the work and the compensation therefor.

   Nothing in this contract shall be construed to waive or limit any aspect of Owner's lawful authority to regulate the activities of Contractor, its subcontractors or any other person or to regulate the work, the work site or any other matter falling within its lawful regulatory jurisdiction and powers. No review, inspection, test, audit, measurement, order, determination, decision, disapproval, approval, payment for or use or acceptance of the work, or any other act or omission of Owner shall imply, create any interest in, be deemed to be the issuance of or require Owner to issue any license or permit to Contractor or any subcontractor.

31. **Amendments.** No modification, addition, deletion, revision, alteration or other change to this contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Contractor.

IN WITNESS WHEREOF, Owner and Contractor have caused this contract to be executed as of the day and year first written above.

**DATED:** ________________, 2018

**CITY OF ESCANABA,** a municipal corporation

By (Signature) ______________________________________

Its (Title): ______________________________________

**DATED:** ________________, 2018

**BRUNETTE & SON, INC.**

By (Signature) ______________________________________

Its (Title): ______________________________________
Agreement: Michigan Municipal League and Seamless Collaborative
MEDC Redevelopment Ready Communities – Certified RRC Communities Grant Program

March 22, 2018

1. Parties to the Agreement:

   Seamless Collaborative, Inc. ("Consultant")
   1508 Plymouth Rd. #54
   Ann Arbor, MI 48105

   Seamless Collaborative, Inc. is a Michigan company engaged in professional consulting, and

   a. Michigan Municipal League ("Client")
      1675 Green Road
      Ann Arbor, MI 48105

      The Client is an organization that desires to engage the services of Consultant in order to implement the attached scope of services.

2. Services to be Performed by Consultant:

   a. Consultant shall perform the services enumerated in the attached Scope of Work.

   b. If, in the course of performing its services, Consultant determines that additional, non-agreed upon services are required in order for Consultant to complete agreed upon services in a professionally acceptable manner, the Consultant shall so notify Client, and further services to be provided by the Consultant shall not be performed until the Consultant and Client agree upon such additional services and the appropriate payment for them. Alternatively, the Consultant may qualify its services or reports thereon, to take into account the absence of such data or information as would be obtained by performing the additional services.

   c. Client may, at any time, request the Consultant to provide services generally offered by the Consultant other than those set forth in the attached Scope of Work, and, if agreeable to the Consultant, Consultant shall provide such services in accordance with an acceptable timetable and in accordance with the firm’s then schedule of fees, and upon the same other terms and conditions as set herein.

   d. To the extent practical, all text and data deliverables provided by the Consultant shall include digital copies in standard formats editable by Microsoft Office products. Images created for the purpose of this contract shall be provided in digital jpg or png format.
3. **Client’s Obligations:**

   a. To the extent in the possession of Client or under its control: Client shall provide Consultant with all existing and necessary background information, research data, previous reports, etc; and Client shall be responsible for the accuracy of all material supplied to Consultant, and Consultant may rely upon such presumed accuracy.

   b. The Client shall cooperate with Consultant to meet all deadlines set forth in this Agreement and the Scope of Work attached hereto. All of the Client’s decisions and approvals shall be made in a timely fashion.

4. **Payment, Schedule of Payment, and Billing:**

   a. Client shall pay Consultant a fixed fee of $80,400 for professional fees for the services and expenses set forth in the attached Scope of Work.

   b. Consultant shall bill Client 50% of the total contract amount at the commencement of the contract, and 50% upon completion. All services and direct costs shall be billed in a format that is acceptable to the Client.

   c. In the event both Client and Consultant deem mutually necessary due to additional unforeseen costs associated with this contract, funds up to but not more than $19,600 may also be issued to the Consultant or alternative contractor to complete the scope of work.

5. **Objectivity:**

   All work undertaken by the Consultant shall be done in an objective and independent fashion. Results of analysis shall be based solely on the circumstances as Consultant sees them as derived from research conducted by Consultant or properly referenced third parties. Consultant will explain and discuss its findings with the Client and other individuals and groups designated by the Client. Consultant fees and expenses are not, accordingly, contingent upon predetermined or favorable findings.

6. **Use of Reports and Information by Consultant:**

   All interim and final reports as stated in the attached Scope of Work become the property of Client. Consultant shall also provide a copy of any data collected, compiled, or generated during this work, with the exception of data licensed from third party providers and considered proprietary to those providers. However, all other materials, including special methodologies, notes, records, and survey instruments created during the fulfillment of tasks as outlined in the attached Scope of Work, remain the property of the Consultant.

7. **Indemnification:**

a. Consultant shall indemnify and hold harmless the Client, its affiliates and their respective trustees, agents, representatives and employees from any and all claims, costs, judgments, losses, liabilities, fines or penalties, including but not limited to attorneys' fees, arising from Consultant’s negligence, wrongful acts, violations of laws or breach of this Agreement. Consultant waives any rights it may have to subrogation from or against the League.

b. The Client shall indemnify and hold harmless the Consultant, its directors, officers, employees and agents, from any and all claims, costs, judgments, losses, liabilities, fines or penalties, including but not limited to attorneys' fees, arising from Client’s negligence, wrongful acts, violations of laws or breach of this Agreement.

c. This section will not apply to a lawsuit instituted by the parties to enforce its rights under this Agreement.

8. Amendments:

Amendments to this Agreement may be authorized only in writing and only by the following individuals:

For Consultant: Adam A. Cook, Principal
For Client: Luke Forrest, Director

9. Notices

Notices shall be in writing and may be delivered personally, by overnight delivery service (such as FedEx), or by placing in the United States mail, first class and certified, return receipt requested, with postage prepaid and addressed as follows:

If to the Client:
Michigan Municipal League
1675 Green Road
Ann Arbor, MI 48105
Attn: Luke Forrest, Director

If to the Consultant:
Seamless Collaborative, Inc.
1508 Plymouth Rd. #54
Ann Arbor, MI 48105
Attention: Adam A. Cook, Principal

10. Non-Assignability:

This Agreement shall not be assignable by either Consultant or Client.

11. Effective Date:
The effective beginning date of this Agreement will be March 26, 2018 regardless of the date of signing. This Agreement shall expire on December 31, 2018 or when the scope of work is completed, whichever occurs first.

12. Termination:

This Agreement may be terminated without cause by either party with 30 days written notice. Client agrees to pay Consultant for all work that has been performed up until the date of termination, less any damages or other expenses incurred by the Client and arising from Consultant’s performance, 30 days following receipt of written notice. Upon termination and if all payments are current, Consultant shall deliver to Client all work completed to date.

13. Governing Law, Non Waiver, Headings, Entire Agreement and Severability:

No amendment to any provision of this Agreement shall be effective unless in writing and signed by each party. This document and the attached Scope of Work constitute the entire understanding and Agreement between the parties with regard to the Michigan Municipal League Technical Assistance and supersedes all prior written or oral agreements or understandings existing between the parties concerning the subject matter hereof. All applicable sections of this Agreement shall survive the expiration or termination of this Agreement. This Agreement shall be governed by the laws of the State of Michigan, excluding choice or conflict of laws principles. Any legal action or proceeding with respect to this Agreement must be brought in the courts of the state of Michigan, Washtenaw County, or the United States District Court for the Eastern District of Michigan. Consultant irrevocably consents to the service of process in any such action or proceeding by the mailing of copies thereof by registered or certified mail to Consultant at Seamless Collaborative, Inc., 535 W. William, Suite 101, Ann Arbor, MI 48103 or at any other address provided in writing by Consultant to the Client. No waiver shall be valid unless in writing and signed by the parties. The terms of this Agreement are severable and if any term or provision is found by a court of competent jurisdiction to be illegal or unenforceable, the remaining provisions shall remain in force.

14. Sales Tax:

The Client is exempt from State and Local Sales Tax and such taxes must not be included in Consultant’s billing. A State Sales Tax Exemption Certificate will be furnished by the Program Manager to Consultant upon request.

15. Compliance with Laws, Rules and Regulations:

Consultant will comply with all security, safety and other applicable rules and regulations of Client and all applicable federal, state and local laws and regulations at all times that Consultant is working on behalf of Client.
COUNTERPARTS: This Agreement may be executed in any number of counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

In Witness Whereof, the parties have signed this Agreement on the dates given below.

Client: Michigan Municipal League

Consultant: Seamless Collaborative, Inc.

BY: ___________________________

BY: ___________________________

DATE: _________________________

DATE: _________________________

WITNESS: ______________________

WITNESS: ______________________
Attachment: Consultant Scope of Work
MEDC Redevelopment Ready Communities – Certified RRC Communities Grant Program

March 23, 2018

Background
The League has received funding through MEDC to support several Certified Redevelopment Ready Communities, focused on priority sites identified during the RRC Certification process. These funds are intended for solely for predevelopment technical assistance in promoting municipally-owned or controlled real estate redevelopment projects intended for commercial sale.

This intended work will be done by,

1. Assisting cities by overseeing the conduct of market studies of appropriate scope and scale for each of the identified sites in each target community of Escanaba, Allegan, Middleville, and Roseville, and;

2. Planning and executing hands-on, interactive Workshops in each community, if necessary or applicable, to engage key stakeholders on the development of a conceptual vision with conceptual renderings, internal pro forma, package of development incentives, and marketing content, as well as methods for local replication of work products;

3. Delivering final technical materials, final renderings, and RFQs for a single site in each of the 4 cities. Additionally, summaries of Workshop activities into four Final Reports, one for each identified community, with assistance in actively marketing each priority site to local and national developers.

Consultant General Scope of Work
In support of Task 1, the League seeks consultant support to provide components that will assist communities in attracting investment and redevelopment activities at their selected priority sites. These include:

1. A financial analysis for each site, reviewing the city’s desired development scenario for the site against market conditions and advising the League and city on issues like sale price, incentive strategy, and overall feasibility of the desired development.

2. Concept designs of up to 2 alternatives for not more than 4 sites that can inform prospective developers of the city’s interests, where these do not already exist. This may take the form of:
   a. Renderings of volumes and elevations for potential development that fits the city’s codes and vision;
   b. Site layout alternatives.
On-site consultant work is likely required in most cities. However, based on the sites targeted, public engagement will likely take the form of a stakeholder focus group to check consensus on previously established site goals, rather than a site visioning or other extended process.

For some sites, cities may desire the preparation of minor amendments to city codes, Phase I or Phase II ESAs, or other work to support the financial analysis or address specific barriers. These items will be out of scope for the League’s grant-funded work, but where they are identified the League will facilitate conversations between the city and Consultant to provide the opportunity for this work to be performed at the city’s expense.

**Timeline:**

Four specific cities have been identified, (Escanaba, Allegan, Middleville, and Roseville), and their priority sites have been articulated. The League anticipates starting the process as soon as possible and working these cities for the remainder of 2018.

Due to the term of the MEDC funding, all work must be completed and billed by December 14, 2018.