CITY COUNCIL
MEETING AGENDA
May 17, 2018

Marc D. Tall, Mayor
Ronald J. Beauchamp, Mayor Pro Tem
Ralph B. Blasier, Council Member
Michael R. Sattern, 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 assigned a policy to use a Consent Agenda, when appropriate. All items with an asterisk (*) are considered routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member or citizen so requests, in which event, the item will be removed from the General Order of Business and considered in its normal sequence on the Agenda.

Regular Meeting
Thursday, May 17, 2018, at 7:00 p.m.

CALL TO ORDER
ROLL CALL
INVOCATION/PLEDGE OF ALLEGIANCE – Pastor Scott Breault of New Life Assembly of God Church
APPROVAL/CORRECTION(S) TO MINUTES – Special Meeting – May 1, 2018; Regular Meeting – May 3, 2018
APPROVAL/ADJUSTMENTS TO THE AGENDA
CONFLICT OF INTEREST DECLARATION(S)
BRIEF PUBLIC COMMENT(S)
UNFINISHED BUSINESS – None

PUBLIC HEARINGS

   Explanation: The Council has conducted four (4) public hearings and two (2) budget work sessions to set a proposed FY2018-19 operating budget. This is the final public hearing on the FY2018-19 City operating budget and will establish a City millage rate of 17.00 mills. Administration is recommending Council approval of the FY2018-19 Operating Budget and approval of the FY2018-19 Master Fee Schedule.

2. Public Hearing - Notice of Special Assessment - 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. On May 3, 2018, the City of Escanaba held a public hearing on the proposed improvement. The City of Escanaba is now holding public hearing on the proposed special assessment roll.

NEW BUSINESS

1. First Reading of Ordinance No. 1192, the Appropriations Ordinance, Including the Millage Rate of 17.00 Mills and Setting the Date of Wednesday, May 23, 2018, for the Second Reading, Public Hearing, and Adoption.
   Explanation: Once the City Council approves the budget, the Council must approve a tax levy and authorize appropriations to implement the budget. Administration is recommending a special meeting of the Council for Wednesday, May 23, 2018, at 9:00 a.m. be scheduled for the second reading, public hearing, and adoption of Appropriations Ordinance No. 1192.

2. First Reading of Ordinance No. 1193, the Tax Levy Ordinance, and Setting the Date of Wednesday, May 23, 2018, for the Second Reading, Public Hearing and Adoption.
   Explanation: Section 9, Chapter VIII, of the City Charter requires the City, by Ordinance, to levy taxes that may be necessary to meet the appropriations’ needs for the upcoming fiscal year budget. Administration is recommending a special meeting of the Council for Wednesday, May 23, 2018, at 9:00 a.m. be scheduled for the second reading, public hearing, and adoption of Tax Levy Ordinance No. 1193.
3. First Reading of Ordinance No. 1194, the Electric Rate Ordinance, and Setting the Date of Monday, June 4, 2018, for Second Reading, Public Hearing, and Adoption.
   Explanation: Annually, the City Council sets electric utility rates for the next fiscal year. Council is asked to consider this the first reading of Ordinance No. 1194 and to schedule the second reading and public hearing for June 4, 2018, at 9:00 a.m.

4. First Reading of Ordinance No. 1195, the Wastewater Rate Ordinance, and Setting the Date of Monday, June 4, 2018, for the Second Reading, Public Hearing, and Adoption.
   Explanation: Annually, the City Council sets wastewater utility rates for the next fiscal year. Council is asked to consider this the first reading of Ordinance No. 1195 and to schedule the second reading and public hearing for June 4, 2018, at 9:00 a.m.

5. First Reading of Ordinance No. 1196, the Water Rate Ordinance, and Setting the Date of Monday, June 4, 2018, for Second Reading, Public Hearing, and Adoption.
   Explanation: Annually, the City Council sets water utility rates for the next fiscal year. Council is asked to consider this the first reading of Ordinance No. 1196 and to schedule the second reading and public hearing for June 4, 2018, at 9:00 a.m.

6. First Reading of Ordinance No. 1197, the Solid Waste Ordinance, and Setting the Date of Monday, June 4, 2018, for the Second Reading, Public Hearing, and Adoption.
   Explanation: Annually, the City Council sets solid waste rates for the next fiscal year. Council is asked to consider this the first reading of Ordinance No. 1197 and to schedule the second reading and public hearing for June 4, 2018, at 9:00 a.m.

7. Approval – Lease Renewal with Lakestate Industries.
   Explanation: Administration is seeking Council approval for the renewal of a lease agreement between Lakestate Industries and the City of Escanaba for a 10-year term, with all other terms of the lease remaining the same, including the $1 per year rental fee. This renewal is due to the expiring of a 25-year lease agreement that was agreed upon in 1993 for property in which Lakestate Industries uses as a parking lot.

   Explanation: Administration is seeking Council approval to allow the Water Department to implement the same adopted policy from 2017 into 2018 concerning the replacement of City side water services. Last year it was recorded that around 16 water services were replaced at an estimation of around $20,000 to the department.

   Explanation: Administration is seeking Council approval to retain Ld DOCSO of Kalamazoo, MI to conduct the repairs as written in the RFP, along with an additional 10% for contingencies at a cost not to exceed $357,500. A grant of $99,300 has been awarded to the City for work associated with this project; please note that the grant money amount is not currently deducted from the request. Money is available within the 2018/19 fiscal year budget, once the grant money is deducted.

10. Approval – Pole Replacement Bid – Electric.
    Explanation: Administration is seeking Council approval to retain Fox Power of Gladstone, MI to replace 41 wooden poles for the cost of $92,800. This item is budgeted in both the 2017/18 and 2018/19 fiscal year budgets.
11. Contract Agreement and Oath of Office for new City Clerk
   Explanation: Contract will be reviewed for new City Clerk, Lisa Glish, followed by Oath of Office.

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

Respectfully Submitted

Patrick S. Jordan
City Manager
Pursuant to a meeting notice posted on April 20, 2018, the meeting was called to order by the Honorable Mayor Marc D. Tall at 4:00 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.

APPROVAL OF AGENDA

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

CONFLICT OF INTEREST DECLARATION – None

BRIEF PUBLIC COMMENT – None

UNFINISHED BUSINESS – None

PUBLIC HEARINGS – None

NEW BUSINESS

Interviews – City Clerk / I.T. Administrator Position.

Council Members interviewed City Clerk Candidates Tammy Weissert, Lisa Glish and Kimberly Gustafson, for the upcoming City Clerk / I.T. Administrator position vacancy.

After Discussion, Beauchamp moved, Schumann seconded, CARRIED UNANIMOUSLY, to turn off the Internet video and Streaming Sound until the interviews were completed.

After the interviews were concluded, Blasier moved, Schumann seconded, CARRIED UNANIMOUSLY, to hold off an any decision until Thursday May 3, 2018.

Council Members directed City Clerk Richards to add an addendum to the May 3, 2018, City Council Agenda regarding the City Clerk Appointment.
GENERAL PUBLIC COMMENT – None

ANNOUNCEMENTS – None

Hearing no further public comment, the Council adjourned at 4:59 p.m.

Respectfully submitted

Robert S. Richards, CMC
City Clerk

Approved: ______________________

Marc D. Tall, Mayor
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.

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

Sattem moved, Blasier seconded, CARRIED UNANIMOUSLY, to approve Regular Meeting minutes from April 19, 2018, as submitted.

ADJUSTMENTS TO THE AGENDA

Schumann moved, Beauchamp seconded, CARRIED UNANIMOUSLY, to approve the Agenda as amended.

CONFLICT OF INTEREST DECLARATION – None

BRIEF PUBLIC COMMENT – None

PUBLIC HEARINGS

Public Hearing - Proposed 2018-19 Fiscal Year Budget.

City Council conducted the fourth public hearing and scheduled the final public hearing and approval of the 2018-19 City budget for May 17, 2018.

This being a public hearing, Mayor Tall asked if there was any public comment.

Hearing no public comment, Mayor Tall closed the public hearing.

PH-1 Blasier moved, Sattem seconded, CARRIED UNANIMOUSLY, to set May 17, 2018, as the final public hearing and approval of the 2018-19 City Fiscal Year Budget.
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 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 was 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 recommended the Council schedule a Public Hearing date for May 17, 2018, on the proposed special assessments.

This being a public hearing, Mayor Tall asked if there was any public comment.

Hearing no public comment, Mayor Tall closed the public hearing.

PH-2 Schumann moved, Blasier seconded, CARRIED UNANIMOUSLY, to schedule a public hearing for May 17, 2018, to hear objections to the proposed special assessments – 21st Avenue South from Lakeshore Drive to the west right-of-way line of South 18th Street.

UNFINISHED BUSINESS – None

NEW BUSINESS

Approval - Annual Water/Wastewater Chemical Purchases.

Administration sought 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 Hydro-fluosilicic 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.

NB-1(a-g) Blasier moved, Schumann seconded, that the Chemical Bid agenda items be approved as proposed in the unit prices as stated.

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

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

MOTION CARRIED.


The Krusin Klassic Car Club requested 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 recommended 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.

NB-2 Schumann moved, Blasier seconded, CARRIED UNANIMOUSLY, to approve a request from the Krusin Klassic Car Club 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", 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.

Approval – Construction of Access Sidewalk at the Northern Michigan Mobile Child Advocacy Center.

Administration sought 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 would be paid for by the City of Escanaba.

NB-3 Sattem moved, Blasier seconded, to approve 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, for an amount not to exceed $5,300.
Upon a call of the roll, the vote was as follows:

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

MOTION CARRIED.

Approval – Resolution Authorizing the Pilot Drinking Water Community Water Supply Grant Agreement – Wastewater.

Administration sought Council approval of a resolution authorizing the Pilot Drinking Water Community Water Grant. Water/WasteWater Superintendent provided an explanation of the Pilot Drinking Water Community Water Grant which would get lead out of existing water service lines. Freeze up lines, road construction sites, Day Cares and know lead service lines would occur first.

NB-4 By Council Member Beauchamp, seconded by Council Member Sattem;

Resolution Authorizing the Pilot Drinking Water Community Water Supply Grant Agreement

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 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. Water/Wastewater Superintendent, a position currently held by Jeff Lampi, 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.

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

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

RESOLUTION DECLARED ADOPTED.

Approval – Out-Sourcing Cross Connection Services Contract – Water.

Administration sought 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 included a 10% contingency of unforeseen issues that may need to be addressed 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 was budgeted and available for this type of work within the current 17/18 budget year; in the 18/19 budget year this line item was increased to $30,000, where the majority of the work will occur. Out Source for one year which will also train current personal.

NB-5 After discussion, Sattem moved, Schumann seconded, to approve to retain Mead Hunt of Marquette, Michigan to complete the work of conducting the cross connections services as specified in the request for proposal in an amount, not to exceed, $38,032.50.

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

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

Approval – Engineering for On-Site Inspection by Civil PE – Water.

Administration sought 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 included an additional $13,900 from the cost that was originally authorized. Payments to C2AE for this project will not exceed $22,150. It was further advised, that this ultimately an MDOT Project and ultimately the City of Escanaba would be reimbursed.

NB-6 Blasier moved, Schumann seconded, to approve 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, in an amount not to exceed $22,150, and furthermore, funds not to be used unless an agreement was signed with MDOT for reimbursement.

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

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

MOTION CARRIED.

Approval – Updating the Supervisory Control and Data Acquisition (SCADA) – Water.

Administration sought approval to retain Energenecs of Cedarberg, Wisconsin at a cost not to exceed $50,000; to complete the work for updating the SCADA system at the Water Plant. The amount included a minimal amount of extra money for several smaller anticipated issues that needed to be addressed at the same time. Extra work would be completed on a time and material basis. Currently only $25,000 was allotted for this type of work, other funds would come from Capital Improvement projects that would not be completed during this current budget year. A RAP Grant for $7,000 would also be applied for to help off-set more of the cost.

NB-7 Schumann moved, Blasier seconded, to retain Energenecs of Cedarberg, Wisconsin at a cost not to exceed $50,000; to complete the work for updating the SCADA system at the Water Plant.

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

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

MOTION CARRIED.
Approval – Demolition Costs of Garage and Utility Disconnects / Permits for 910 Ludington Street.

Administration sought 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 also included all utility disconnects and required permits. Cost of contract was set for $32,690.

NB-8 Schumann moved, Beauchamp seconded, 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, in an amount of $32,690.

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

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

MOTION CARRIED.

Discussion / Action – Postponement of Release of the RFP for the City/County Near Northshore Waterfront Property Project.

Administration requested postponement of the release of the RFP for the City/County Near Northshore Waterfront Property project. Manager Jordan briefly reviewed reason for delay, and advised funds would be obtained from Michigan Municipal League (MML) to prepare a Request For Qualifications. A meeting was scheduled with MML on July 31, 2018, to begin the project.

NB-9 Blasier moved, Sattem seconded, to approve to postpone the release of the RFP for the City/County Near Northshore Waterfront Property project.

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

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

MOTION CARRIED.

City Clerk Appointment.

Having interviewed three candidates for the City Clerk position on May 1, 2018, it was time to make an appointment for the new City Clerk.

NB-10 After discussion, Schumann moved, Blasier seconded, offered the upcoming City Clerk Position to Lisa Glish.
Upon a call of the roll, the vote was as follows:

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

**MOTION CARRIED.**

Council advised that committee should draft a City Clerk contract for Lisa Glish. After discussion, it was consensus for Council Member Tall and Sattem, City Attorney Peterson and HR Director/Treasurer Valentine, to be on a committee to draft the new City Clerk contract.

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

**BOARD, COMMISSION, AND COMMITTEE REPORTS**

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

**GENERAL PUBLIC COMMENT**

Todd Belanger spoke against Council’s decision for City Clerk. He asked Council why did they spend the funds to train Tammy Weissert for the position and then not award her the job. He stated he would never work for the City for the way they treat their employees.

**ANNOUNCEMENTS** - None

Hearing no further public comment, the Council adjourned at 7:51 p.m. 

Respectfully submitted

Robert S. Richards, CMC
City Clerk

Approved: ______________________
Marc D. Tall, Mayor
NOTICE OF PUBLIC HEARING

On Thursday, May 17, 2018, the Escanaba City Council will hold a public hearing on the 2018–2019 City Budget. The hearing will be held in the City Council Chambers located at City Hall, 410 Ludington Street, Escanaba, MI during the regularly scheduled Council Meeting - which begins at 7:00 p.m.

A copy of the 2018–2019 City Budget is available for public inspection at the City Clerk’s Office and the City of Escanaba Public Library. The property tax millage rate proposed to be levied to support the proposed budget will be a subject of this hearing.

The City of Escanaba will provide necessary, reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities at the meeting/hearing upon five (5) days notice to the City of Escanaba. Individuals with disabilities requiring auxiliary aids or services should contact the City of Escanaba by writing or calling the below named City Clerk.

All interested citizens will have the opportunity to give written and oral comments concerning the expenditure of City funds.

Robert S. Richards, CMC
City Clerk
www.escanaba.org

Please publish this page May 7, 2018
2 col x 4 inches
11 point BOLD FACE TYPE
NOTICE OF ASSESSMENT TO

James & Shannon Baxter
Charles & Patricia Derouin
Jonas Olson & Beth Spaulding
Daniel & Margo Phalen
Kenneth Marvic Rev Living Trust

TAKE NOTICE that the roll of the special assessment heretofore made by the cost which the Council decided should be borne by special assessment 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.

Notice is hereby given that the Council will meet in the Council Chambers of City Hall, 410 Ludington Street, on May 17, 2018, at 7:00 p.m. to review said assessment at which time and place the opportunity will be given all persons interested to be heard.

ROBERT S. RICHARDS, CMC
CITY CLERK
www.escanaba.org

Rand Daily Press May 9, 2018
May 4, 2018

James & Shannon Baxter
1615 20th Avenue South
Escanaba, MI 49829

Dear James & Shannon Baxter:

Ref: Marvic Lake-Side Addition, 1608 21st Avenue South, Escanaba, Michigan

**NOTICE OF SPECIAL ASSESSMENT**

Please take notice that the roll of the special assessment heretofore made by the City Assessor for the purpose of defraying that part of the cost which the Council decided should be paid and borne by special assessment for street improvements at 21st Avenue South from Lakeshore Drive to the west right-of-way line of South 18th Street, said property tax code number(s) being 051-250-3606-126-018 which includes 135.7' linear feet to be assessed at $15.50 per front foot, is now on file in my office for public inspection.

Notice is hereby given that the Council and the Assessor of the City of Escanaba will meet in the Council Chambers of City Hall, 410 Ludington Street, Escanaba, Michigan, in said City on Thursday, May 17, 2018, at 7:00 p.m., to review said assessment, at which time and place opportunity will be given to all persons interested to be heard.

Your total cost for improvements will be approximately $2,103.35.

Sincerely,

Robert S. Richards, CMC
City Clerk

RSR/010

Enclosure

**NOTE: Do not send payment until you receive a bill.**
May 4, 2018

James & Shannon Baxter
1615 20th Avenue South
Escanaba, MI 49829

Dear James & Shannon Baxter:

Ref: Marvic Lake-Side Addition, 1616 21st Avenue South, Escanaba, Michigan

NOTICE OF SPECIAL ASSESSMENT

Please take notice that the roll of the special assessment heretofore made by the City Assessor for the purpose of defraying that part of the cost which the Council decided should be paid and borne by special assessment for street improvements at 21st Avenue South from Lakeshore Drive to the west right-of-way line of South 18th Street, said property tax code number(s) being 051-250-3606-126-016 which includes 100' linear feet to be assessed at $15.50 per front foot, is now on file in my office for public inspection.

Notice is hereby given that the Council and the Assessor of the City of Escanaba will meet in the Council Chambers of City Hall, 410 Ludington Street, Escanaba, Michigan, in said City on Thursday, May 17, 2018, at 7:00 p.m., to review said assessment, at which time and place opportunity will be given to all persons interested to be heard.

Your total cost for improvements will be approximately $1,550.00.

Sincerely,

Robert S. Richards, CMC
City Clerk

RSR/taw

Enclosure

NOTE: Do not send payment until you receive a bill.
May 4, 2018

Charles & Patricia Derouin
1700 21st Avenue South
Escanaba, MI 49829

Dear Charles & Patricia Derouin:

Ref: Marvic Lake-Side Addition, 1700 21st Avenue South, Escanaba, Michigan

NOTICE OF SPECIAL ASSESSMENT

Please take notice that the roll of the special assessment heretofore made by the City Assessor for the purpose of defraying that part of the cost which the Council decided should be paid and borne by special assessment for street improvements at 21st Avenue South from Lakeshore Drive to the west right-of-way line of South 18th Street, said property tax code number(s) being 051-250-3606-126-015 which includes 100’ linear feet to be assessed at $15.50 per front foot, is now on file in my office for public inspection.

Notice is hereby given that the Council and the Assessor of the City of Escanaba will meet in the Council Chambers of City Hall, 410 Ludington Street, Escanaba, Michigan, in said City on Thursday, May 17, 2018, at 7:00 p.m., to review said assessment, at which time and place opportunity will be given to all persons interested to be heard.

Your total cost for improvements will be approximately $1,550.00.

Sincerely,

[Signature]
Robert S. Richards, CMC
City Clerk

RSR/taw

Enclosure

NOTE: Do not send payment until you receive a bill.

Mission Statement:
Enhancing the enjoyment and livability of our community by providing quality municipal services to our citizens. 
The City of Escanaba is an equal opportunity employer and provider.
May 4, 2018

Jonas Olson & Beth Spaulding
1710 21st Avenue South
Escanaba, MI 49829

Dear Jonas Olson & Beth Spaulding:

Ref: Marvic Lake-Side Addition, 1710 21st Avenue South, Escanaba, Michigan

NOTICE OF SPECIAL ASSESSMENT

Please take notice that the roll of the special assessment heretofore made by the City Assessor for the purpose of defraying that part of the cost which the Council decided should be paid and borne by special assessment for street improvements at 21st Avenue South from Lakeshore Drive to the west right-of-way line of South 18th Street, said property tax code number(s) being 051-250-3606-126-013 which includes 100' linear feet to be assessed at $15.50 per front foot, is now on file in my office for public inspection.

Notice is hereby given that the Council and the Assessor of the City of Escanaba will meet in the Council Chambers of City Hall, 410 Ludington Street, Escanaba, Michigan, in said City on Thursday, May 17, 2018, at 7:00 p.m., to review said assessment, at which time and place opportunity will be given to all persons interested to be heard.

Your total cost for improvements will be approximately $1,550.00.

Sincerely,

[Signature]
Robert S. Richards, CMC
City Clerk

RSR/taw

Enclosure

NOTE: Do not send payment until you receive a bill.

Mission Statement:
Enhancing the enjoyment and livability of our community by providing quality municipal services to our citizens.
The City of Escanaba is an equal opportunity employer and provider.
May 4, 2018

Daniel & Margo Phalen
1720 21st Avenue South
Escanaba, MI 49829

Dear Daniel & Margo Phalen:

Ref: Marvic Lake-Side Addition, 1720 21st Avenue South, Escanaba, Michigan

NOTICE OF SPECIAL ASSESSMENT

Please take notice that the roll of the special assessment heretofore made by the City Assessor for the purpose of defraying that part of the cost which the Council decided should be paid and borne by special assessment for street improvements at 21st Avenue South from Lakeshore Drive to the west right-of-way line of South 18th Street, said property tax code number(s) being 051-250-3606-126-011 which includes 110' linear feet to be assessed at $15.50 per front foot, is now on file in my office for public inspection.

Notice is hereby given that the Council and the Assessor of the City of Escanaba will meet in the Council Chambers of City Hall, 410 Ludington Street, Escanaba, Michigan, in said City on Thursday, May 17, 2018, at 7:00 p.m., to review said assessment, at which time and place opportunity will be given to all persons interested to be heard.

Your total cost for improvements will be approximately $1,705.00.

Sincerely,

[Signature]

Robert S. Richards, CMC
City Clerk

RSR/taw

Enclosure

NOTE: Do not send payment until you receive a bill.
May 4, 2018

Kenneth Marvic Rev Living Trust
1909 13th Avenue South
Escanaba, MI 49829

Dear Kenneth Marvic Rev Living Trust:

Ref: Marvic Lake-Side Addition, 1721 21st Avenue South, Escanaba, Michigan

NOTICE OF SPECIAL ASSESSMENT

Please take notice that the roll of the special assessment heretofore made by the City Assessor for the purpose of defraying that part of the cost which the Council decided should be paid and borne by special assessment for street improvements at 21st Avenue South from Lakeshore Drive to the west right-of-way line of South 18th Street, said property tax code number(s) being 051-250-3606-126-026 which includes 100’ linear feet to be assessed at $15.50 per front foot, is now on file in my office for public inspection.

Notice is hereby given that the Council and the Assessor of the City of Escanaba will meet in the Council Chambers of City Hall, 410 Ludington Street, Escanaba, Michigan, in said City on Thursday, May 17, 2018, at 7:00 p.m., to review said assessment, at which time and place opportunity will be given to all persons interested to be heard.

Your total cost for improvements will be approximately $1,550.00.

Sincerely,

Robert S. Richards, CMC
City Clerk

RSR/taw

Enclosure

NOTE: Do not send payment until you receive a bill.
May 4, 2018

Kenneth Marvic Rev Living Trust
1909 13th Avenue South
Escanaba, MI 49829

Dear Kenneth Marvic Rev Living Trust:

Ref: Marvic Lake-Side Addition, 1711 21st Avenue South, Escanaba, Michigan

NOTICE OF SPECIAL ASSESSMENT

Please take notice that the roll of the special assessment heretofore made by the City Assessor for the purpose of defraying that part of the cost which the Council decided should be paid and borne by special assessment for street improvements at 21st Avenue South from Lakeshore Drive to the west right-of-way line of South 18th Street, said property tax code number(s) being 051-250-3606-126-024 which includes 100' linear feet to be assessed at $15.50 per front foot, is now on file in my office for public inspection.

Notice is hereby given that the Council and the Assessor of the City of Escanaba will meet in the Council Chambers of City Hall, 410 Ludington Street, Escanaba, Michigan, in said City on Thursday, May 17, 2018, at 7:00 p.m., to review said assessment, at which time and place opportunity will be given to all persons interested to be heard.

Your total cost for improvements will be approximately $1,550.00.

Sincerely,

Robert S. Richards, CMC
City Clerk

RSR/taw

Enclosure

NOTE: Do not send payment until you receive a bill.
May 4, 2018

Kenneth Marvic Rev Living Trust
1909 13th Avenue South
Escanaba, MI 49829

Dear Kenneth Marvic Rev Living Trust:

Ref: Marvic Lake-Side Addition, 1701 21st Avenue South, Escanaba, Michigan

NOTICE OF SPECIAL ASSESSMENT

Please take notice that the roll of the special assessment heretofore made by the City Assessor for the purpose of defraying that part of the cost which the Council decided should be paid and borne by special assessment for street improvements at 21st Avenue South from Lakeshore Drive to the west right-of-way line of South 18th Street, said property tax code number(s) being 051-250-3606-126-022 which includes 100’ linear feet to be assessed at $15.50 per front foot, is now on file in my office for public inspection.

Notice is hereby given that the Council and the Assessor of the City of Escanaba will meet in the Council Chambers of City Hall, 410 Ludington Street, Escanaba, Michigan, in said City on Thursday, May 17, 2018, at 7:00 p.m., to review said assessment, at which time and place opportunity will be given to all persons interested to be heard.

Your total cost for improvements will be approximately $1,550.00.

Sincerely,

[Signature]
Robert S. Richards, CMC
City Clerk

RSR/taw

Enclosure

NOTE: Do not send payment until you receive a bill.
May 4, 2018

Kenneth Marvic Rev Living Trust
1909 13th Avenue South
Escanaba, MI 49829

Dear Kenneth Marvic Rev Living Trust:

Ref: Marvic Lake-Side Addition, 1611 21st Avenue South, Escanaba, Michigan

NOTICE OF SPECIAL ASSESSMENT

Please take notice that the roll of the special assessment heretofore made by the City Assessor for the purpose of defraying that part of the cost which the Council decided should be paid and borne by special assessment for street improvements at 21st Avenue South from Lakeshore Drive to the west right-of-way line of South 18th Street, said property tax code number(s) being 051-250-3606-126-020 which includes 218.04' linear feet to be assessed at $15.50 per front foot, is now on file in my office for public inspection.

Notice is hereby given that the Council and the Assessor of the City of Escanaba will meet in the Council Chambers of City Hall, 410 Ludington Street, Escanaba, Michigan, in said City on Thursday, May 17, 2018, at 7:00 p.m., to review said assessment, at which time and place opportunity will be given to all persons interested to be heard.

Your total cost for improvements will be approximately $3,379.62.

Sincerely,

[Signature]
Robert S. Richards, CMC
City Clerk

RSR/taw

Enclosure

NOTE: Do not send payment until you receive a bill.
ORDINANCE NO. 1192

"AN ORDINANCE TO MAKE APPROPRIATIONS AND CORRESPONDING REVENUES FOR THE YEAR ENDED JUNE 30, 2019."

THE CITY OF ESCANABA ORDAINS:

The total number of mills of ad valorem property taxes to be levied for fiscal year 2018/2019 is 17.00.

CHAPTER I

Section 101. That there is hereby appropriated by the City of Escanaba to various departments and funds for specific purposes, the several amounts set forth in the following tabulation, to be expended in accordance with the budget as approved, except that the City Manager is hereby empowered to transfer appropriations between activities and objects of expenditures, subject to the limitation imposed by Chapter VIII, Section 8, of the City Charter. The appropriations and revenues set forth are for the fiscal year ending June 30, 2019.

GENERAL FUND

Revenues:

Taxes $5,106,800
Licenses and Permits 2,000
Intergovernmental 1,457,000
Charges for Services/Fines 289,550
Electric Utility Fund Contribution 765,790
Transfer from Land Development Fund 60,000
Transfer from DDA Fund 2,500
Transfer from Office Equipment Fund 80,000
Transfer from Sanitary Landfill Fund 225,000
Miscellaneous Revenues 148,500

Subtotal $8,135,940
Transfer from Fund Balance $164,462

Total General Fund Revenues $8,300,402

Expenditures:

City Council $33,220
City Manager 224,046
Elections 26,007
City Controller 297,398
Auditors 14,800
Assessors 286,798
Attorneys 54,500
City Clerk 125,593
Human Resources 124,584
Bd. of Review 2,650
City Treasurer 256,087
Billing 333,792
City Hall and Grounds 81,252
Civic Center 74,318
Community Promotional 5,423
Celebration Flags 2,617
Fourth of July 20,822
Public Safety 4,480,767
Community Preservation 86,139
Crossing Guards 26,000
Crosswalks 5,000
Planning Commission 37,177
Care of Trees and Shrubs 97,284
Sidewalks 12,750
Engineers 304,100
Street Lighting 165,000
Sanitary Landfill 225,000
Solid Waste Collection 408,571
Composting Activities 67,399
Snow Plowing for Garbage Collection 19,464
Community Services 21,148
Recreation 502,964
Parks 227,263
Band 40,660
Tourism Promotion 21,425
Boat Launches 15,314
Alley Maintenance 7,151
Transfer to Parking Maintenance Fund 18,000
Transfer to Library Fund 400,000
Transfer to Escanaba Building Authority Fund 142,725
Transfer to Grants Fund 2,100
Insurance/Bonds 5,500
Sub-total $9,302,808
Less: Overhead to Utilities $1,002,406
Total General Fund Expenditures $8,300,402

MAJOR STREET FUND
Revenues:
State Shared Revenues $1,085,000
State Grants 217,500
Interest Earnings 30,000
Sub-total $1,332,500
Transfer from Fund Balance 351,407
Total Major Street Fund Revenues $1,683,907

Expenditures:
Operating Expenses $657,907
Street Construction 1,026,000
Total Major Street Fund Expenditures $1,683,907

LOCAL STREET FUND
Revenues:
State Shared Revenues $390,000
Interest Earnings 13,000
Property Owner’s Share of SA 5,400
Transfer from Gas Retirement Fund 17,000
Sub-total $425,400
Transfer from Fund Balance 315,111
Total Local Street Fund Revenues $740,511

Expenditures:
Operating Expenses $418,511
Street Construction 322,000
Total Local Street Fund Expenditures $740,511

LIBRARY FUND
Revenues:
State Funding $17,000
Penal Fines Allocation 100,000
Fines and Fees 18,000
Interest Earnings 1,750
Transfer from General Fund 400,000
Sub-Total $536,750
Transfer from Fund Balance 48,911
Total Library Fund Revenues $585,661

Expenditures:
Operating Expenditures $585,661
Total Library Fund Expenditures $585,661

BEZOLD TRUST FUND
Revenues:
Interest Earnings $4,500
Transfer from Fund Balance 1,500
Total Bezold Trust Fund Revenues $10,000

Expenditures:
Qualifying Expenditures $10,000
Total Bezold Trust Fund Expenditures $10,000

GAS RETIREMENT FUND
Revenues:
Interest Earnings $18,000
Sub-total $18,000
Transfer from Fund Balance 43,000
Total Gas Retirement Fund Revenues $67,000

Expenditures:
Transfer to Grants Fund $50,000
Transfer to Local Street Fund 17,000
Total Gas Retirement Fund Expenditures $67,000

SANITARY LANDFILL FUND
Revenues:
Revenue from Sales $220,000
Penalties on Collections 1,200
Interest Earnings 750
Sub-total $221,950
Ordinance No 1192 – cont.

Transfer from Fund Balance 8,200
Total Sanitary Landfill Fund Revenues 230,150

Expenditures:
Transfer to General Fund 225,000
Administrative Expense 150
City Wide Clean-Up 5,000
Total Sanitary Landfill Fund Expenditures 230,150

**DOWNTOWN DEVELOPMENT AUTHORITY (DDA) FUND**

Revenues:
- TIF Tax Collections 275,000
- State Reimbursement of Lost PPT 20,000
- Interest Earnings 4,500
- Miscellaneous Income 7,000
- Sub-Total 306,500
- Transfer from Fund Balance 0
- Total DDA Fund Revenues 306,500

Expenditures:
- Operating Expenditures 228,205
- Transfer to General Fund 2,500
- Total DDA Fund Expenditures 230,705

**HOUSING REHABILITATION FUND**

Revenues:
- Interest Earnings 4,000
- Total Housing Rehabilitation Fund Revenues 4,000

Expenditures:
- Administrative Expense 750
- Total Housing Rehabilitation Fund Expenditures 750

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

Revenues:
- DC Central Dispatch Authority Contract 843,395
- Total DCCDA Fund Revenues 843,395

Expenditures:
- Dispatching Operations 843,395
- Total DCCDA Fund Expenditures 843,395

**LAND DEVELOPMENT FUND**

Revenues:
- Property Owner’s Share of Special Assessments 7,800
- Interest Earnings 30,000
- Sub-Total 37,800
- Transfer from Fund Balance 202,300
- Total Land Development Fund Revenues 240,100

Expenditures:
- Property Improvements 14,000
- Administrative Costs 1,000
- Professional Services 10,000
- Property Taxes 5,100
- Transfer to General Fund 60,000
- Transfer to Marina Fund 150,000
- Total Land Development Fund Expenditures 240,100

**PARKING MAINTENANCE FUND**

Revenues:
- D.D.A. Fund Contractual 10,000
- Transfer from General Fund 18,000
- Total Parking Maintenance Fund Revenues 28,000

Expenditures:
- D.D.A. Lot Expenditures 10,000
- City Lot Expenditures 18,000
- Total Parking Maintenance Fund Expenditures 28,000

**E.D.A. REVOLVING LOAN FUND**

Revenues:
- Interest Earnings 4,000
- Total E.D.A.R.L.F. Revenues 4,000
Ordinance No 1192 – cont.

Expenditures:

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

**M.S.C REVOLVING LOAN FUND**

Revenues:

Interest Earnings $2,500
Total M.S.C.R.L.F. Revenues $2,500

Expenditures:

Administrative Costs $500
Total M.S.C.R.L.F. Expenditures $500

**U.D.A.G. REVOLVING LOAN FUND**

Revenues:

Interest Earnings $50,000
Total U.D.A.G.R.L.F. Revenues $50,000

Expenditures:

Administrative Costs $1,650
Total U.D.A.G.R.L.F. Expenditures $1,650

**FARMERS HOME GRANT FUND**

Revenues:

Interest Earnings $800
Total Farmers Home Grant Fund Revenues $800

Expenditures:

Administrative Costs $100
Total Farmers Home Grant Fund Expenditures $100

**DRUG LAW ENFORCEMENT FUND**

Revenues:

Local Forfeiture Proceeds $2,000
Interest Earnings 350
Total Drug Law Enforcement Fund Revenues $2,350

Expenditures:

City Expenditures $2,000
Total Drug Law Enforcement Fund Expenditures $2,000

**BROWNFIELD REDEVELOPMENT FUND**

Revenues:

TIF Tax Collections $47,500
Interest Earnings 400
Total Brownfield Redevelopment Fund Revenues $48,000

Expenditures:

Developer Reimbursements $41,000
Total Brownfield Redevelopment Fund Expenditures $41,000

The following is provided for informational purposes only, as provided by Michigan P.A. 2 of 1968

**ELECTRIC UTILITY FUND**

Revenues:

Revenue from Sales $12,843,820
Rents 2,000
Miscellaneous 70,000
Interest Earnings 200,000
Total Electric Fund Revenues $13,165,820

Expenses:

Operating Expenses $12,226,851
Depreciation 490,000
Overhead to General Fund 605,138
Contribution to General Fund 765,790
Total Electric Fund Expenses $14,087,779

**WATER UTILITY FUND**

Revenues:

Revenue from Sales $2,354,000
Federal Subsidy-Capital Improvement Bond Interest 56,150
Miscellaneous 60,600
Interest Earnings                                           12,000
Total Water Fund Revenues                                $2,482,750

Expenses:
Operating Expenses                                      $1,628,148
Depreciation                                               456,500
Overhead to General Fund                                   203,481
Bond Interest Expense                                      189,120
Total Water Fund Expenses                                $2,477,249

WASTEWATER UTILITY FUND
Revenues:
Revenue from Sales                                      $1,680,000
Miscellaneous           11,500
Interest Earnings                                           45,000
Total Wastewater Fund Revenues                    $1,736,500

Expenses:
Operating Expenses                                       $1,217,876
Depreciation                                                    295,000
Overhead to General Fund                                        193,787
Bond Interest Expense                                          675
Total Wastewater Fund Expenses                           $1,707,338

ESCANABA BUILDING AUTHORITY FUND
Revenues:
Lease Payments-Transfer from General Fund                     $142,725
Rent Income-City Hall/Library       133,248
Interest Earnings                                            5,000
Total Escanaba Building Authority Fund Revenues                 $280,973

Expenses:
Operating Expenses                                             $149,589
Interest Expense                                            17,725
Depreciation Expense                                       148,750
Total Escanaba Building Authority Fund Expenses                 $316,064

MARINA FUND
Revenues:
Fees and Concessions                                           $235,150
State Grants          150,000
Interest Earnings                                            2,000
Transfer from Land Development Fund      150,000
Total Marina Fund Revenues                                      $537,150

Expenses:
Operating Expenses                                             $191,641
Interest Expense                                             7,000
Depreciation                                                65,000
Total Marina Fund Expenses                                      $263,641

APPROVED:       APPROVED:
_________________________     _________________________
Ralph B. K. Peterson      Marc D. Tall
City Attorney       Mayor

Date Approved:   (month) (day), 2018    ATTEST:
Date Published:   (month) (day), 2018

I hereby certify that the foregoing constitutes a true and complete copy of an Ordinance duly
adopted by the City Council of the City of Escanaba, County of Delta, Michigan, at a Special
Meeting held on the 24th day of May, 2018, and was published in the Daily Press, a newspaper of
general circulation in the City of Escanaba on (month) (day), 2018, and that said meeting was
conducted and public notice of said meeting was given pursuant to and in full compliance with the
Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said
meeting were kept and will be or have been made available as required by said Act.

_________________________
Lisa M. Glish
City Clerk
ORDINANCE NO. 1193

AN ORDINANCE TO LEVY SUCH TAXES AS MAY BE NECESSARY TO MEET APPROPRIATIONS MADE AND ALL SUMS REQUIRED BY LAW TO BE RAISED TO DEFRAY THE DEBTS, EXPENDITURES, AND LIABILITIES OF SAID CITY FOR THE FISCAL YEAR ENDING ON THE 30TH DAY OF JUNE, 2019, AND REQUIRING AN AUTHORIZED LEVY ON THE JULY, 2018, CITY TAX ROLL OF RETURNED UNPAID SPECIAL ASSESSMENTS, TOGETHER WITH SUCH PENALTIES THEREON AS IS PROVIDED BY THE CITY CHARTER.

THE CITY OF ESCANABA ORDAINS:

CHAPTER I

Section 101. That there shall be raised by levying 17.000 mills upon all of the ad valorem taxable property in the City of Escanaba at the next general City or July, 2018, tax levy, the sum of Five Million, One Hundred Forty Two Thousand Sixty One Dollars ($5,142,061) for the purpose of defraying debts, expenditures, and liabilities of said City of Escanaba for the fiscal year ending on the 30th day of June, 2019, in accordance with the 2018 - 2019 Budget of said City as submitted by the Manager, as amended by the Council, and approved.

Section 102. That said sum of Five Million, One Hundred Forty Two Thousand Sixty One Dollars ($5,142,061) for the payment of all of the foregoing debts, expenditures, and liabilities herein before mentioned be appropriated for the several funds of the City of Escanaba for the fiscal year ending June 30, 2019, and that the same be forthwith certified by the Clerk of said City of Escanaba to the City Assessor of said City, and the same shall be levied and collected upon the taxable valuation of all taxable property within the said City of Escanaba in accordance with the provisions of the City Charter and the laws of the State of Michigan, for the levying and collection of taxes.

Section 103. That the Clerk of the City shall report on June 21, 2018, to the City Assessor the amounts of all the several delinquent special tax assessments becoming due prior to January 1, 2018, and returned unpaid by the City Treasurer on said date of June 21, 2018, for all public improvements hereto before levied upon each, together with the name of the owner or occupant against whom such assessment was made, as contained in the special roll prepared therefore, and on file in the Office of the City Treasurer, and the City Assessor is hereby authorized and directed to levy and spread said sums so assessed, together with the penalties fixed by law, in the July, 2018, tax levy against persons and property charged therewith in such special assessment roll in accordance with the provisions of the City Charter of the City of Escanaba.

CHAPTER II

Section 201. If any section, subsection, sentence, clause, or phrase of this ordinance is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases thereof be declared unconstitutional.

Section 202. This ordinance shall be duly published as required by the Charter and shall be in full force and effect ten (10) days after the date of its publication.

APPROVED: ____________________________
Ralph B. K. Peterson
City Attorney

DATE Approved: (month) (day), 2018

APPROVED: ____________________________
Marc D. Tall
Mayor

DATE Published: (month) (day), 2018

______________________________
Lisa M. Glish
City Clerk

ATTEST: ____________________________
I hereby certify that the foregoing constitutes a true and complete copy of an Ordinance duly adopted by the City Council of the City of Escanaba, County of Delta, Michigan, at a Special Meeting held on the 24th day of May, 2018, and was published in the Daily Press, a newspaper of general circulation in the City of Escanaba on (month) (day), 2018, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Lisa M. Glish
City Clerk
AN ORDINANCE FIXING THE RATES TO BE CHARGED BY THE CITY OF ESCANABA FOR ELECTRIC ENERGY DEMAND AND AVAILABILITY OF SERVICE, TO BE IN FULL FORCE AND EFFECT ON THE BILLINGS PROCESSED AFTER JUNE 30, 2018, AND ALL BILLINGS THEREAFTER UNTIL FURTHER AMENDED BY THE COUNCIL.

THE CITY OF ESCANABA ORDAINS:

CHAPTER I

RATES

Section 50.01. General Purpose - Rate Classification:

(A) Residential Energy Rate:

Applicable: To residential customers for all purposes except those otherwise specially rated.

$.09570 net per KWH used per meter per month

(B) Commercial Energy Rate:

Applicable: To commercial customers for all purposes except those otherwise specially rated.

$.08925 net per KWH used per meter per month

(C) Water Heating Energy Rate:

Applicable: To any customer for separately metered controlled water heating, subject to such wiring rules and regulations as are established by the utility.

$0.09320 net per KWH used per meter per month.

(D) Electric Heat Rate:

Applicable: To all customers for such service when separately metered upon application and approval of permanently installed equipment; subject to such rules and regulations as are established by the utility. When air conditioning is installed in an electrically heated area, it may be connected to the same meter for space conditioning purposes.

$0.0932 net per KWH per meter per month.

Upon application, the total annual charge for this energy may be paid in the following manner:

The estimated annual cost shall be divided into twelve (12) equal payments. Starting in July of each year, these payments shall become due and payable on the date indicated on the monthly bill. The payment for June of each year shall include an adjustment to correct the estimated annual cost to the actual annual cost. A three percent (3%) penalty charge will be made on all payments delinquent after date indicated on the bill.

(E) Special Municipal Energy Rates:

Applicable: For all use by Lake State Industries, Escanaba Public Schools, Parochial Schools, Bay de Noc College, and the City of Escanaba. If a customer who qualifies for this rate class also qualifies for the large power rate, they will fall under the same criteria found in section 50.06 (Large Power Rates).
$0.11456 net per KWH for City street lighting.

$0.09303 net per kWh used per meter per month.

(F) Temporary Service-Single Phase 120 or 240 volt: Temporary service will be supplied to a customer upon written application and advance payment of $105.00. Equipment for such installation will be supplied by the City in consideration of this charge. Other temporary services will be supplied on a private, work order basis.

Energy used for such installations will be metered and billed under the commercial rate schedule. The City reserves the right to determine the necessity for the type of installation and duration of temporary service.

In no event will said temporary service be allowed to remain after such time as it is practical to install permanent service. The City reserves the right to terminate said temporary service when, in their judgment, any provision herein is violated.

(G) Multiple Use: In the event that a single customer uses energy for more than one of the above uses with a different rate for each, the higher rate will be charged unless the wiring is separated for metering purposes to the satisfaction of the City.

Section 50.02. Availability of Service Charge

(A) To be added to the monthly billings for energy in Section 50.01. The following availability of service charge which will also constitute a minimum billing if no energy is utilized. This charge will be computed as follows:

**RESIDENTIAL**

- **City:** Intra-City $13.40 per meter per month.
- **Suburban:** Out-City $16.84 per meter per month.

**WATER HEATING**

- **City:** Intra-City, $3.35 per meter per month.
- **Suburban:** Out-City, $4.99 per meter per month.

**ELECTRIC HEAT**

- **City:** Intra-City, $3.35 per meter per month.
- **Suburban:** Out-City, $4.99 per meter per month.

**SMALL COMMERCIAL**

- **City:** Intra-City $13.40 per meter per month for a single phase meter, $26.79 per meter per month for a three phase service.
- **Suburban:** Out-City $16.84 per meter per month for a single phase service, $33.67 per meter per month for a three phase service.

**MUNICIPAL**

$13.39 per meter per month.

**LARGE POWER**

$100.98 per meter per month.
Ordinance No. 1194 – continued
Electric Rate Ordinance

Section 50.022. State of Michigan P.A. 295, of Public Acts 2008, commonly referred to as the Clean, Renewable and Efficient Energy Act mandates the electric utility collect the following charges from each electric utility customer:

(A) Energy Optimization Plan.

- Residential $0.00234/kWh
- Commercial $0.00193/kWh
- Large Power $0.00177/kWh

(B) Renewable Energy Plan.

- Residential $0.00/mo
- Commercial $0.00/mo
- Large Power $0.00/mo
- Streetlight $0.00/mo
- Unmetered $0.00/mo

Section 50.025. Meter Charges:

(A) A customer who installs a new electric service or upgrades an existing service that requires new transformer metering must pay a meter charge prior to receipt of services. Meter charges and specifications shall be established by the City Electric Superintendent and shall be adjusted as the cost of labor and material change. Customers are not permitted to remove meters at the end of their service contract.

Section 50.03. Special Standby Service Rates:

(A) A standby or breakdown 60 cycle A. C. electric service will be furnished under this classification to any customer qualifying for the large power rate who desires to self-produce all or part of the energy used in his operation.

The City will install transformers, meters, and service connections at the customer's expense to deliver energy to the customer during periods when his generating equipment is wholly or partially out of use at the following rates and conditions.

(B) Transformer KVA capacity, as used in these rates, shall be the sizes of the nearest standard rated transformers that will serve the customer's greatest use of electric energy, measured over a 15-minute period and called the yearly kilowatt peak demand for standby rate purposes.

Section 50.04. Standby Equipment Rate.

(A) The charge for equipment installed for standby or breakdown service and not used shall be $3.00 per month for each KVA of transformer capacity determined by subtracting the monthly measured kilowatt peak demand of the partial energy used in any month from the KVA capacity as determined in Section 50.03 (B).

All energy supplied to the customer shall be charged at the regular rates applicable to the service rendered.

(B) The minimum charge shall be the demand charge created by his use, if such use is applicable to the large power rate, plus a kilowatt hour charge determined by multiplying the month peak demand by 200 hours, the result being kilowatt hours at the regular rate.
(C) The customer must agree to isolate the self-produced energy from the City's electrical distribution system. Change-over to City distribution energy shall be accomplished through City approved double-throw switches furnished by the customer. The Electrical Department shall have the authority and access to inspect and seal or padlock the double-throw switch or switches to insure correct operation of the same.

(D) Where the City has previously installed transformers, meters, and service connections, and where said equipment is not used, the charge for such equipment installed for standby or breakdown service shall be $2.67 per month for each KVA of transformer capacity determined by subtracting the monthly measured kilowatt peak demand of the partial energy used in any month from the KVA capacity as determined in Section 50.03 (B) of this ordinance.

Section 50.05. Dusk to Dawn Rate:

(A) Applicable: It is understood that the service request will be for a period of not less than one (1) year, and that said service will be installed only on existing utility facilities. If a new pole is required, the customer will furnish the pole, and the City will install the pole. The monthly charges for dusk to dawn lighting service will be:

<table>
<thead>
<tr>
<th>Urban or Rural</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>$11.80</td>
<td>per small lamp</td>
</tr>
<tr>
<td>$17.69</td>
<td>per large lamp</td>
</tr>
</tbody>
</table>

(B) Use and Reservations

The City will provide the necessary fixtures and apparatus and will replace lamps and keep this fixture properly maintained. The City does, however, reserve the right to discontinue service to any location which shows an excessive amount of damage resulting from vandalism or neglect.

Section 50.06. Large Power Rates:

Applicable: To any customer desiring power and incidental lighting service for large power use who has a monthly demand of 100 KW or more, for at least six (6) months out of any rolling twelve (12) month period. Services meeting those conditions will be billed under the Large Power Rate. The nature of such service is alternating current, 60 Hertz, three-phase 208, 240 or 480 volts, and is metered on the primary side of the transformer. The City reserves the right to meter power on the secondary side of the transformer and in doing so will add two percent (2%) to the total energy and demand so used. For the purposes of computing rates under this section, each individual meter will be calculated separately, and under no circumstances will meter readings be combined.

$.05996 net per KWH for all KWH used per meter per month

Plus Demand Charges of:

$8.97 net per KW used per meter per month

Monthly maximum KW demand measured over an interval of fifteen (15) minutes.

Section 50.08. Connection Charge:

For every new meter set at the customer's request, there shall be a charge of $10. Any customers who receive shut-off notices which are not paid by the due date and require final notification will be billed a $10.00 notification fee. Reconnections for nonpay which do not require the Electric
Department service truck and a two-man service crew, will be $30. Reconnections for non-pay which do require the Electric Department service truck and a two-man service crew, will be $108.86 per hour for each hour the truck and crew are required.

This charge shall not apply when meters are reset for rotation, for meters reset for high bill complaints unless said meters are found to be accurate within two percent (2%) of registration, and for meters reset for the convenience of the City (landlords, lessors, etc.).

The maximum charge for reconnections or transfers for multiple metering such as domestic use, house heating, water heating, or commercial use, shall be $10.

Section 50.09. Reconnection Charge:

The reconnection charge for seasonal service requested by any customer, such as summer cottages, seasonal businesses, or seasonal industries, shall be $15 if the meter is reconnected at the same premises by the same user within one (1) year of disconnection.

The maximum charge per service for multiple metering, such as domestic service, house heating, water heating or commercial, shall be $15. Nonpay reconnections outside of normal business hours, which require a service truck and crew, shall be billed at $297. Nonpay re reconnects outside of normal business hours, which require one person, shall be billed at $120.

Section 50.10. Service Extensions

For all new services, the customer, his agent, representative, contractor or developer shall pay for all materials including wire, conduit, meters, etc required to install such service in compliance with all applicable codes. Said materials will be charged at actual cost. The property owner at the time of the request shall bear responsibility for all such charges.

Underground services or line extensions will only be done between May 1st and November 1st. If a customer desires services or line extensions outside of this time frame, the customer will be responsible for providing a trench for such services or line extensions.

Section 50.11. Special Services

In the event that a customer requires special services from the department, i.e. temporary relocation or metering or other components of a service, the standard charge shall be $108.86. Whenever the actual cost of such services exceeds $108.86, the City reserves the right to charge the actual cost.

CHAPTER II

CONDITIONS OF SERVICE

Section 50.20. Late Payment Penalty:

Meters of all customers shall be read or estimated monthly and a three percent (3%) penalty charge will be made on all bills unpaid after the date indicated on bill. The penalty charge will be computed as of date of payment and will be computed on the amount of payment applied to the delinquent balance. The penalty charges may be waived at the discretion of the City for good reason, when the interest of the City would be best served by waiving said penalty, or if the customer proves that extraordinary circumstances intervened to prevent payment of the bill on the due date; in all cases, it will be the exclusive right of the City to
determine the facts and judge the validity of the request to waive penalty payments.

Section 50.21.  Enforcement:

In addition to all other lawful enforcement methods, the City agrees and covenants to enforce all charges for electric energy supplied to any premises, if any such charges shall remain unpaid past the due date.

(A) Utility Liens

Charges for electric services applied by the system shall constitute a lien on the premises served and if not paid within six (6) months, shall be certified by the official in charge of the collection thereof to the tax assessing officer and shall then be entered upon the next tax roll as a charge against such premises and shall be collected and the lien thereof enforced in the same manner as general City taxes against such premises are collected and the lien thereof enforced. All provisions of the laws of Michigan and the City Charter applicable to the time and manner of certification and collection of delinquent City taxes levied against real estate in the City shall be observed in the certification and collection of such charges.

(B) Landlord Not Responsible

In all cases where a tenant is responsible for the payment of any such charge and the Utility Billing Office is so notified in writing, which notification shall include a true copy of the lease of the affected premises, if there be one, then no such charge shall become a lien against such premises from and after the date of such notice. In the event of the filing of such notice and after the date of such notice, the City shall render no further service to such premises until a cash deposit in an amount of the projected billing for not less than a one-month period and not more than a three-month period is received, said determination of deposit to be solely at the discretion of the City.

Section 50.22.  Restrictions:

(A) Power Factor:

The City shall not be obligated to furnish service to a customer using equipment having a power factor lower than eighty-five percent (85%), which equipment can be improved by reasonable changes to a minimum of eighty-five percent (85%) lagging. Improvement of the power factor shall be at the customer's expense. The City reserves the right to measure power factor at any time by means of test or permanently installed metering equipment, and if the customer's power factor is found to be less than eighty-five percent (85%) lagging, the billing demand will be increased by the ratio that eighty-five percent (85%) bears to the customer's actual power factor.

(B) Discontinuation of Service:

The City may discontinue service following written notice in case the meter or wiring on the customer's premises is tampered with in any manner to allow unmetered current to be used. The customer shall pay the City the estimated cost of the unmetered energy used as determined by the City, and shall, at his own expense, place the wiring in such condition and meter box in such place as is approved by the City. The unauthorized connection to a utility power source or the bypassing of an electric meter will be construed as a theft of electricity and will be appropriately prosecuted. The City may also discontinue service when an account remains unpaid past the due date. The customer shall pay the full amount of arrears, plus a reconnect fee in order to restore service.
Customers or Electrical Contractors shall not cut a meter seal to perform work without calling Escanaba Electric Department prior to beginning such work. Meter seals shall not be cut without prior approval except in the case of danger to life or property. In any case, permission will be given only to qualified persons to cut meter seals. Anyone not adhering to the meter seal-cutting paragraph in this ordinance shall be subject to a $150.00 seal-cutting fee.

(C) Meter Location:

All meters must be located in such manner as to provide safe, reasonable access by City personnel for reading, inspection and maintenance, without the need for advance notice during regular City business hours. Conditions which can prevent access by City personnel include, but are not limited to, dogs, fences, locked gates, shrubbery, ice, snow, vehicles and debris in the way of the meter. Any customer who refuses to remedy a condition which prevents access shall have his or her services disconnected until said condition is corrected to the satisfaction of the utility.

New services: The meter must be located on the side of the house that the service will be fed from, or on one of the adjoining sides. The meter must not be located inside of a fenced area. All new residential underground services must have a meter pedestal. Meter bases for underground services will not be allowed.

(D) Safety and Code Compliance:

All wiring and electrical equipment must be installed, maintained, and operated in a safe manner so that it is not a hazard to life, health, or property. Wiring must be done in accordance with the latest edition of the National Electric Code and the rules and regulations of the City Electric Utility.

(E) Owner Delinquency

If a property owner has an account in his or her name and said account is delinquent or in arrears, then any transfers or name changes shall be prohibited until such time as the owner’s account is brought current and is otherwise in good standing. This provision shall also apply to accounts held in the name of an owner’s agent or property manager.

Section 50.23. Experience - Good Faith Deposit Requirement:

(A) Deposit Terms

If a customer of the City of Escanaba, whether he be a tenant, owner, or an owner by land contract, has a history of delinquent payments, or if the City has no history of customer's payments, or if owner or tenant customer service is located outside the corporate limits of the City of Escanaba, or if, in the judgment of the City, the existing deposit is insufficient based on current billings, the City may require a sum not to exceed the projected billing in an average four-month period as a good faith deposit. Projected billing for water sewer and electricity are combined for purposes of determining a customer’s total deposit requirement. In no case will a customer’s total deposit requirement be less than two hundred dollars ($200). The minimum deposit will not be discounted for customers who do not have water service. This deposit will be held for twelve (12) consecutive months of payments without delinquency.

Deposits for commercial accounts will be estimated on an individual basis. Commercial accounts will pay a deposit of an estimate of four (4) months' utility bills based on the estimated usage for the type of business.
(B) **Deposit Interest**

Interest will be paid on deposits at the rate of 1.0% per annum effective July 1, 2016. The deposit rate is based on the market rate the City receives on its deposit accounts on that date.

(C) **Escrow and Letter of Credit**

If a deposit of over $500 is demanded from a commercial or large power customer, this deposit may be held in a special escrow account at the bank of the customer's choice, and interest will accrue to the benefit of the customer. Alternately, said customer may furnish an irrevocable bank letter of credit in lieu of a cash deposit.

**Section 50.24. Qualification for Rate:**

A customer, once placed in a rate classification, will remain in this rate classification unless, in the City's opinion, another rate classification becomes more appropriate. Customers desiring to change from one classification to another must notify the City in writing. It shall not be the City's responsibility to determine the most economical rate classification unless and until said written notice is received. In the event a change in rate classification results in reduced charges, there will be no retroactive adjustments beyond afore-referenced date of application.

In placing a customer in a rate classification, it is understood that such rate classification will remain in effect for said customer until, in the City's judgment, the rate classification is not applicable. Short duration transfers between rate classifications by customers will not be permitted. The City reserves the right of final determination as to when and whom a rate classification may be assigned or changed.

New classifications may be authorized by the City Manager if, in the opinion of the City, these new classifications provide a benefit to both the City and its customers. Customers will be placed in these classifications only at the request of the customer. These classifications will cease to exist at such time as a new rate ordinance is adopted, unless they are specifically included as a permanent rate classification under Section 50.01 and 50.02.

**Section 50.25. Non Sufficient Funds Charges (NSF)**

Whenever a customer presents a check or draft instrument for which funds are not immediately available upon presentation for deposit at the City's bank, a charge of $40 will be placed upon the account for which payment was intended. The NSF charge shall also apply to agreements for ACH account debits.

**Section 50.27. Billing Recapture and Customer Credits**

Whenever it becomes necessary for the billing department to recapture unbilled charges, the billing department shall use a "look-back" of two years. If it is determined that unbilled charges are the result of customer fraud, the billing department shall recover all unbilled charges.

If a billing error on the part of the City results in over-billed charges, the City will refund all such over-billings, to the extent that the amount can be reasonably determined.

If an over-billing is not the result of a City error, the billing department shall employ a two year look-back period in determining the amount of credit.
CHAPTER III

Section 50.30. Liability:

In case the supply of electricity shall be interrupted or fail, the City shall not be liable for damages by reason of such failure.

CHAPTER IV

Section 50.40. Other Ordinances:

All rules, regulations, and provisions which have heretofore been enacted by ordinance or otherwise, shall continue to be in full force and effect until modified or amended.

CHAPTER V

Section 50.50. Savings Clause:

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

CHAPTER VI

Section 50.60. Effective Date:

In compliance with Section 4 of Chapter XVI of the City Charter, this ordinance shall be in full force and effect on bills for electric energy processed beginning July 1, 2018.

APPROVED: Ralph B. K. Peterson
City Attorney

APPROVED: Marc D. Tall
Mayor

Date Approved: June 4, 2018
Date Published: June 1, 2018

Attest:

Lisa M. Glish
City Clerk

I hereby certify that the foregoing constitutes a true and complete copy of an Ordinance duly adopted by the City Council of the City of Escanaba, County of Delta, Michigan, at a Special Meeting held on Monday June 4, 2018, and was published in the Daily Press, a newspaper of general circulation in the City of Escanaba on June X, 2018, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Lisa M. Glish
City Clerk
ORDINANCE NO. 1195
WASTEWATER RATES

AN ORDINANCE FIXING THE CHARGES TO BE ASSESSED BY THE CITY OF ESCANABA FOR WASTEWATER COLLECTION AND TREATMENT AND THE AVAILABILITY OF SERVICE TO BE IN FULL FORCE AND EFFECT ON THE BILLINGS PROCESSED AFTER JUNE 30, 2018, AND ALL BILLINGS THEREAFTER UNTIL FURTHER AMENDED BY THE CITY COUNCIL.

THE CITY OF ESCANABA ORDAINS:

Section 1.00 SEWER SERVICE CHARGES

1.01 Charges for operation, maintenance, and replacement shall be levied monthly on the basis of metered water consumption, according to the following:

$3.28 Net Per Thousand Gallons, plus monthly availability debt service charge based on the size of a customer's water service to be determined as follows:

<table>
<thead>
<tr>
<th>Size of Meter</th>
<th>Charge per Month</th>
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<tbody>
<tr>
<td>5/8&quot; &amp; 3/4&quot;</td>
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<td>12&quot;</td>
<td>$388.43</td>
</tr>
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</table>

The minimum monthly bill shall be the "availability" charge herein set forth.

1.02 Outside the City Wastewater Rates

The outside City wastewater charges shall equal the City charge for operation, maintenance, and replacement and shall be twice the inside City charge for availability.

1.025 The flat rate charge for unmetered residential wastewater services shall be $23.82 per month.

1.03 In the event that a user introduces a substance into the wastewater system that results in extraordinary treatment, procedures, or costs, the City reserves the right to bill the user in accordance with the Michigan Department of Natural Resources (DNR) approved water charge system, or if the substance cannot be treated feasibly, the City reserves the right to terminate utility service to the user.

1.04 In the event that a user introduces a substance into the system that results in damages to property or environment, said user will be solely responsible for compensatory and/or punitive damages.

1.05 The City Manager will set the charge for any service not covered by this ordinance.

1.06 Non Sufficient Funds Charges (NSF)

Whenever a customer presents a check or draft instrument for which funds are not immediately available upon presentation for deposit at the City’s bank, a charge of $40 will be placed upon the account for which payment was intended. The NSF charge shall also apply to agreements for ACH account debits.

1.07 Billing Recapture and Customer Credits

Whenever it becomes necessary for the billing department to recapture unbilled charges, the billing department shall use a “look-back” period of two years. If it is
determined that unbilled charges are the result of customer fraud, the billing department shall recover all unbilled charges.

If a billing error on the part of the City results in over-billed charges, the City will refund all such over-billings, to the extent that the amount can be reasonably determined.

If an over-billing is not the result of a City error, the billing department shall employ a two year look-back period in determining the amount of credit.

Section 2.00 USER CHARGE SYSTEM

2.01 Established Basis for Computations

Rates and charges for the use of the wastewater system of the City shall be based upon the methodology in the user charge system approved by the Michigan DNR. Revisions to the rates for total sewer service charges are to be established by ordinances as necessary to ensure sufficiency of revenues in meeting operation, maintenance, and replacement costs, as well as debt service.

User charges for operation, maintenance and replacement shall be subject to the annual review of the user charge system. User charges shall be the same for all customers of the system regardless of geographical boundaries.

BOD (Biochemical Oxygen Demand) will be charged $0.38/lb, above 300 mg/l.
SS (Suspended Solids) will be charged $0.40/lb, above 300 mg/l.
Phosphorus will be charged $6.03/lb, above 12 mg/l.

2.02 Amounts, Billings, Sewer Service Charges

The rates and charges for service furnished by such system shall be levied upon each lot or parcel of land, building or premises, having any sewer connection with such systems, on the basis of the equivalent residential units and shall be collected monthly, except in cases where the character of the sewage from a manufacturer is such that reasonable, additional burden is placed on the system.

2.03 Annual Audit

The rates hereby fixed are estimated to be sufficient to provide for the expenses of operation, maintenance, and replacement of the system as are necessary to preserve the same in good repair and working order.

Such rates shall be fixed and revised from time to time as may be necessary to produce these amounts. An annual audit shall be prepared. Based on said audit, rates for sewage services shall be revised as necessary by the City to meet system expenses and to ensure that all user classes pay their proportionate share of operation, maintenance, and equipment replacement costs.

2.04 Free Services

No free services shall be allowed for any user of the wastewater treatment works.

2.05 Late Payment Penalty

Meters of all customers shall be read or estimated monthly and a three percent (3%) penalty charge will be made on all bills unpaid after the due date indicated on bill. Penalty charges may be waived at the discretion of the City for good reason. In all cases, it will be the exclusive right of the City to determine the facts and judge the validity of the request to waive the penalty payments.

2.06 Enforcement:

In addition to all other lawful enforcement methods, the City agrees and covenants to enforce all charges for wastewater services supplied to any
premises, if any such charges shall remain unpaid past the due date.

2.07 Utility Liens

Charges for wastewater services applied by the system shall constitute a lien on the premises served and if not paid within six (6) months, shall be certified by the official in charge of the collection thereof to the tax assessing officer and shall then be entered upon the next tax roll as a charge against such premises and shall be collected and the lien thereof enforced in the same manner as general City taxes against such premises are collected and the lien thereof enforced. All provisions of the laws of Michigan and the City Charter applicable to the time and manner of certification and collection of delinquent City taxes levied against real estate in the City shall be observed in the certification and collection of such charges.

2.075 Landlord Not Responsible

In all cases where a tenant is responsible for the payment of any such charge and the Utility Billing Office is so notified in writing, which notification shall include a true copy of the lease of the affected premises, if there be one, then no such charge shall become a lien against such premises from and after the date of such notice. In the event of the filing of such notice and after the date of such notice, the City shall render no further service to such premises until a cash deposit in an amount of the projected billing for not less than a one-month period and not more than a three-month period is received, said determination of deposit to be solely at the discretion of the City.

2.08 Experience - Good Faith Deposit Requirement

(A) Deposit Terms

If a customer of the City of Escanaba, whether he be a tenant, owner, or an owner by land contract, has a history of delinquent payments, or if the City has no history of customer's payments, or if owner or tenant customer service is located outside the corporate limits of the City of Escanaba, or if, in the judgment of the City, the existing deposit is insufficient based on current billings, the City may require a sum not to exceed the projected billing in an average four-month period as a good faith deposit. Projected billing for water sewer and electricity are combined for purposes of determining a customer's total deposit requirement. In no case will a customer's total deposit requirement be less than two hundred dollars ($200). In the case of an account which does not include electric service, the total deposit requirement shall not be less than one hundred dollars ($100). This deposit will be held for twelve (12) consecutive months of payments without delinquency.

Deposits for commercial accounts will be estimated on an individual basis. Commercial accounts will pay a deposit of an estimate of four (4) months' utility bills based on the estimated usage for the type of business.

(B) Deposit Interest

Interest will be paid on deposits at the rate of 1.0 % per annum effective July 1, 2018. The deposit rate is based on the market rate the City receives on its deposit accounts on that date.

(C) Escrow and Letter of Credit

If a deposit of over $500 is demanded from a commercial or large power customer, this deposit may be held in a special escrow account at the bank of the customer's choice, and interest will accrue to the benefit of the customer. Alternately, said customer may furnish an irrevocable bank letter of credit in lieu of a cash deposit.

2.09 No user shall introduce any substance, including toxic matter, chemicals, or
flammable liquids, or water derived from other than metered City sources, into the City sewer system without first receiving specific approval from the Superintendent of Wastewater.

2.10 Water customers not introducing all of their usage into the sewer system may apply to the Utility Office for exemption from wastewater charges for the usage not introduced, by requesting the installation of a meter to determine, through the use of the meter, the purchased water that is not being introduced into the sewage system.

2.11 Exemptions.

Requests for special exemption from wastewater charges, due to extenuating circumstances, will be considered by the City Manager or her/his designated official. Each request will be assessed on the facts as determined by said official.

Section 3.00  VALIDITY, SEVERABILITY, CONFLICT, LIABILITY

3.01 The provisions of this article are severable, and if any of the provisions, words, phrases, clauses or terms, or the application thereof to any person, firm, or corporation, or to any circumstances, shall be held invalid, illegal, or unconstitutional by any court of competent jurisdiction, such decision or findings shall not in any way affect the validity, legality, or constitutionality of any other provisions, word phrase, clause or term, and they shall continue in full force and effect.

3.02 All rules, regulations, and provisions, which have heretofore been enacted by ordinance or otherwise, shall continue to be in full force and effect unless modified or amended by the terms of this ordinance.

3.03 All laws and parts of laws, all ordinances, codes and regulations which are inconsistent with or in conflict with or repugnant to any provisions of this ordinance, shall be deemed not to apply; provided that nothing herein contained shall be construed to prevent the adoption and enforcement of law, ordinance, or regulation which is more restrictive or establishes a higher standard that those provided in this article.

Section 4.0  EFFECTIVE DATE

This ordinance shall be in full force and effect for billings processed after June 30, 2017, and after the passage of this Ordinance and publication.

APPROVED:

Ralph B. K. Peterson
City Attorney

Marc D. Tall
Mayor

Date Approved: June 4, 2018
Date Published: June , 2018

Attest:

Lisa M. Glish
City Clerk

I hereby certify that the foregoing constitutes a true and complete copy of an Ordinance duly adopted by the City Council of the City of Escanaba, County of Delta, Michigan, at a Special Meeting held on Monday, the 4th day of June, 2018 , and was published in the Daily Press, a newspaper of general circulation in the City of Escanaba on Thursday, June X, 2018 , and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Lisa M. Glish
City Clerk
ORDINANCE NO. 1196
WATER RATES

THE ORDINANCE FIXING THE RATES TO BE CHARGED BY THE CITY OF ESCANABA FOR WATER DISTRIBUTION, TREATMENT, AND AVAILABILITY TO BE IN FULL FORCE AND EFFECT ON THE BILLINGS PROCESSED AFTER JUNE 30, 2018, AND ALL BILLINGS THEREAFTER UNTIL FURTHER AMENDED BY THE COUNCIL.

THE CITY OF ESCANABA ORDAINS:

CHAPTER I
RATES

For water distribution and treatment, there shall be charged by the City of Escanaba the rates herewith set forth as follows:

Section 101. Metered Water Rates (Monthly):

<table>
<thead>
<tr>
<th>Size</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/8&quot; &amp; 3/4&quot;</td>
<td>$15.74 per month</td>
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<td>12&quot;</td>
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</table>

Plus, a monthly availability charge based on the size of the customer’s service to be determined as follows:

Minimum Bill: The minimum monthly bill shall be the “availability” charge herein set forth.

Section 102. Outside City Metered Water Rates:

The outside City rates shall be twice the inside City rates.

Section 103. Construction Service:

103.1 Use of City Hydrants or Standpipes as a Source of Water:

- A deposit of $100.00 shall be required for each hydrant connection;
- Payment of $140.00 shall be made at time of application and will include the initial installation and 1st month rental fee for both hydrant and backflow device;
- Relocation fee shall be $55.00 each time the meter is moved;
- Additional month meter rental shall be $55.00 per month;
- Additional month back flow device rental shall be $30.00 per month;
- All metered water shall be billed at $3.55/1,000 gallons.

103.2 When a service line is installed at construction site and it is not feasible to set a meter, the flat rate charge for water used will be as follows:

1" Service Line . . . $35.99 per month

103.3 Customers will be charged actual cost for construction of all services, regardless of size.
Section 104. Special Cases

The City Manager will set the charge for any service not included in this action, including charges for meters which are damaged or faulty. The City retains the right to discontinue service to a customer in order to bring the customer's installation up to City standards.

Section 105. Unmetered Water Sales

Unmetered water rates shall be charged at the rate of $3.55 per thousand gallons on the estimated usage for each month, plus, a minimum monthly service charge based upon an estimated meter size requirement, if the consumer were metered, which shall be levied from the metered water rate service charge schedule.

The basis for estimating residential flat rate or unmetered water sales shall consist of a representative average residential usage for each month.

Section 106. Fire Protection Charges

Charge per fire hydrant will be computed at $360.82 per year per hydrant. The annual availability charge for a special water line for a fire protection system shall be $360.38 for a six-inch line, $639.46 for an eight-inch line, $999.68 for a ten-inch line, $1441.35 for a twelve-inch line, and $2561.15 for a sixteen-inch line. Rates for hydrant rental in Wells Township will be $347.33 per year per hydrant.

Section 107. Connection Charges

For each service transfer request, there shall be a charge of $10.00. The transfer fee is limited to those situations which require only a meter reading. For any service calls during regular working hours, including meter sets and valve turning, there shall be a charge of $15.00. These charges are applicable only to requests for turning on a service. There are no charges for the shut-off of a service. Charges for turning on a service outside of regular hours will be $120.00.

Section 108. Reconnection Charge

The reconnection charge for seasonal service requested by any customer, such as people going away for the winter, seasonal businesses, or seasonal industries, shall be $30.00 if the meter is reconnected at the same premises by the same user within one year of disconnection. There shall be a reconnection charge of $30.00 for shut offs due to nonpayment. Nonpay reconnects outside of normal business hours shall be billed at $120.00.

Section 109. Meter Charges In New Construction

A customer who installs a new water service that is not a replacement for an existing service must pay a one time meter charge equal to the actual cost of the meter plus 15% prior to receipt of services. Meter charges and specifications shall be established by the City Water Superintendent and shall be adjusted at his discretion. Customers are not permitted to remove meters at the end of their service contract.

A customer who requests replacement of an existing, properly functioning, meter shall be charged the actual cost of the new meter plus 15%. In addition, such customer shall pay materials at actual cost plus 15%.

Section 110. Non Sufficient Funds Charges (NSF)

Whenever a customer presents a check or draft instrument for which funds are not immediately available upon presentation for deposit at the
City’s bank, a charge of $40 will be placed upon the account for which payment was intended. The NSF charge shall also apply to agreements for ACH account debits.

Section 111. Billing Recapture and Customer Credits

Whenever it becomes necessary for the billing department to recapture unbilled charges, the billing department shall use a “look-back” period of two years. If it is determined that unbilled charges are the result of customer fraud, the billing department shall recover all unbilled charges.

If a billing error on the part of the City results in over-billed charges, the City will refund all such over-billings, to the extent that the amount can be reasonably determined.

If an over-billing is not the result of a City error, the billing department shall employ a two year look-back period in determining the amount of credit.

Section 113. Frozen Meter Charge

If a water meter freezes and becomes damaged as a result of freezing, the account holder shall be required to pay to the City, the actual replacement cost of the meter plus 15%.

CHAPTER II
CONDITIONS OF SERVICE

Section 201. Late Payment Penalty

Meters of all customers shall be read or estimated monthly and a three percent (3%) penalty charge will be made on all bills unpaid after the due date indicated on bill. Penalty charges may be waived at the discretion of the City for good reason in all cases, it will be the exclusive right of the City to determine the facts and judge the validity of the request to waive the penalty payments.

Section 202. Enforcement

In addition to all other lawful enforcement methods, the City agrees and covenants to enforce all charges for water supplied to any premises by discontinuing the water service to such premises if any such charges shall remain unpaid past the due date.

(A) Utility Liens

Charges for water services applied by the system shall constitute a lien on the premises served and if not paid within six (6) months, shall be certified by the official in charge of the collection thereof to the tax assessing officer and shall then be entered upon the next tax roll as a charge against such premises and shall be collected and the lien thereof enforced in the same manner as general City taxes against such premises are collected and the lien thereof enforced. All provisions of the laws of Michigan and the City Charter applicable to the time and manner of certification and collection of delinquent City taxes levied against real estate in the City shall be observed in the certification and collection of such charges.

(B) Landlord Not Responsible

In all cases where a tenant is responsible for the payment of any such charge and the Utility Billing Office is so notified in writing, which notification shall include a true copy of the lease of the affected premises, if there be one, then no such charge shall become a lien against such premises from and after the date of such notice. In the event of the filing of such notice and after the date of such notice, the City shall render no further service to such premises until a cash deposit in an amount of the projected billing for not less than a one-month period and not more than a
three-month period is received, said determination of deposit to be solely at the discretion of the City.

Section 203. Experience - Good Faith Deposit Requirement

(A) Deposit Terms

If a customer of the City of Escanaba, whether he be a tenant, owner, or an owner by land contract, has a history of delinquent payments, or if the City has no history of customer's payments, or if owner or tenant customer service is located outside the corporate limits of the City of Escanaba, or if, in the judgment of the City, the existing deposit is insufficient based on current billings, the City may require a sum not to exceed the projected billing in an average four-month period as a good faith deposit. Projected billing for water sewer and electricity are combined for purposes of determining a customer's total deposit requirement. In no case will a customer's total deposit requirement be less than two hundred dollars ($200). In the case of an account which does not include electric service, the total deposit requirement shall not be less than one hundred dollars ($100). This deposit will be held for twelve (12) consecutive months of payments without delinquency.

Deposits for commercial accounts will be estimated on an individual basis. Commercial accounts will pay a deposit of an estimate of four (4) months' utility bills based on the estimated usage for the type of business.

(B) Deposit Interest

Interest will be paid on deposits at the rate of 1.0% per annum effective July 1, 2018. The deposit rate is based on the market rate the City receives on its deposit accounts on that date.

(C) Escrow and Letter of Credit

If a deposit of over $500 is demanded from a commercial or large power customer, this deposit may be held in a special escrow account at the bank of the customer's choice, and interest will accrue to the benefit of the customer. Alternately, said customer may furnish an irrevocable bank letter of credit in lieu of a cash deposit.

Section 204. Discontinuation of Service

Water services may be discontinued if the wastewater charges are not paid.

Section 204.1 Tampering

The City may discontinue service following a written notice in the event that the user has tampered with the metering, bypassed said metering, or cross connected to the City system. Also, the unauthorized cross connection or tampering with the metering will result in the customer being billed for the estimated cost of the water used, as determined by the City, and the act of cross-connecting or bypassing the meter will be construed as a theft of utility water and appropriately prosecuted.

Section 204.2 Seal Cutting (note: broke out into new section)

Neither customers nor plumbing contractors shall cut a meter seal to perform work without calling the Escanaba Utility Billing Department prior to beginning such work. Permission will be given only to qualified persons to cut meter seals. Anyone not adhering to this provision shall be subject to a $75.00 seal-cutting fee.

Section 205. Liability

In case the supply of water shall be interrupted or fail by reason of accident or causes beyond the control of the City, the City shall not be
liable for damages by reason of such failure.

Section 206. Location of Meters

All meters must be located in such manner as to provide safe, reasonable access by City personnel for reading, inspection and maintenance, without the need for advance notice during regular City business hours. Conditions which can prevent access by City personnel include, but are not limited to, dogs, fences, locked gates, shrubbery, ice, snow, vehicles and debris in the way of the meter. Any customer who refuses to remedy a condition which prevents access shall have his or her services disconnected until said condition is corrected to the satisfaction of the utility.

Section 207. Backflow Device Testing

Anyone performing a test of a backflow or cross connection device must forward a copy of the test results to the City Water Department within 30 days of having completed said test. A property owner shall have sole responsibility for compliance with this section. A property owner shall be responsible for all investigation costs if such investigation results in a finding of “non-compliance.” Failure to comply with this section shall be grounds for discontinuation of water service.

CHAPTER III
OTHER ORDINANCES

All rules, regulations, and provisions, which have heretofore been enacted by ordinance or otherwise, shall continue to be in full force and effect unless modified or amended by the terms of this ordinance.

CHAPTER IV
SAVINGS CLAUSE

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

CHAPTER V
EFFECTIVE DATE

In compliance with Section 4 of Chapter XVI of the City Charter, this ordinance shall be in full force and effect for billings processed after June 30, 2017, and after passage of this ordinance and its publication.

APPROVED: _______________________________  APPROVED: _______________________________

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

Date Approved: June 4, 2018  Date Published: June X, 2018

Attest: _______________________________

Lisa M. Glish  City Clerk
I hereby certify that the foregoing constitutes a true and complete copy of an Ordinance duly adopted by the City Council of the City of Escanaba, County of Delta, Michigan, at a Special Meeting held on Monday the 4th day of June 2018, and was published in the Daily Press, a newspaper of general circulation in the City of Escanaba on Thursday, June X, 2018, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Lisa M. Glish
City Clerk
ORDINANCE NO. 1197
SOLID WASTE RATES

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

THE CITY OF ESCANABA ORDAINS:

CHAPTER I

Chapter 14, Section 3, Collection of Charges; Liens, of the Code of Ordinances shall be amended as follows:

1. Each small garbage customer shall be charged the sum of Three Dollars ($3.25) per month for the collection and disposal of up to three (3) solid waste carts of solid waste per week.

The City may, at its sole discretion, grant a small garbage exemption from solid waste charges if all of the following conditions exist: (a) a building or portion thereof must be unoccupied for the entire billing period in question; (b) a building or portion thereof must have either its electric or water service “shut off” for the entire billing period in question; and (c) no refuse may be placed for pickup at the occupancy in question during the billing period in question. Retroactive exemption will not be granted.

2. Each large garbage customer shall be charged the sum of Thirteen Dollars ($13.00) per month for the collection and disposal of four (4) or five (5) solid waste carts of solid waste per week.

The City may, at its sole discretion, grant a large garbage exemption from solid waste charges if the customer in question furnishes the billing department with evidence of private collection. Retroactive exemptions will not be granted.

3. Any customer who exceeds five (5) solid waste carts of solid waste per week will be required to provide for the collection and disposal of their solid waste through other methods.

4. Should the State of Michigan or any other duly authorized governmental agency mandate any cost increases for the disposal of solid waste at the Delta Solid Waste Management Landfill, these additional costs will be added to the rates as previously described.

5. There is created and established a special fund to be known and designated as the “Solid Waste Fund” into which all sums collected under this chapter shall be deposited and kept by the City Treasurer and from which all expenses of the administration and operation of this chapter shall be paid.

6. All solid waste collection service charges shall be paid to the City Treasurer.

7. A three (3%) percent penalty charge will be made on all bills unpaid after the date indicated on the bill. The penalty charge will be computed as of the date of payment and will be computed on the amount of payment applied to the delinquent balance. The penalty charges may be waived at the discretion of the city for good reason when the interest of the city would be best served by waiving said penalty or if the customer proves extraordinary circumstances intervened to prevent payment of the bill on the due date. In all cases, it will be the exclusive right of the city to determine the facts and judge the validity of the request to waive the penalty payments.

8. In addition to all other remedies for the collection of delinquent charges or billing authorized by ordinances of the city pertaining to solid waste collection, the city shall have the right to such liens and procedures as may be established for the collection of solid waste utility charges as are now or hereafter authorized by the laws of the state.
Chapter 14, Section 4. Enforcement, of the Code of Ordinances shall be amended as follows:

Charges for solid waste disposal shall constitute a lien on the premises served and if not paid within six (6) months shall be certified by the official in charge of the collection thereof to the tax assessing officer, and shall then be entered upon the next tax roll as a charge against such premises and shall be collected and the lien thereof enforced in the same manner as general city taxes against such premises are collected and the lien thereof enforced. All provisions of the laws of the state and the city charter applicable to the time and manner of certification and collection of delinquent city taxes levied against real estate in the city shall be observed in the certification and collection of such charges, provided, however, that in all cases where a tenant is responsible for the payment of any such charge and the utility billing office is so notified in writing, which notification shall include a true copy of the lease of the affected premises, if there be one, then no such charge shall become a lien against such premises from and after the date of such notice.

CHAPTER II
SAVINGS CLAUSE

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

CHAPTER III
REPEALING CHAPTER

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

CHAPTER IV
EFFECTIVE DATE

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

APPROVED:  
Ralph B. K. Peterson  
City Attorney  
Date Approved:  June 4, 2018

Marc D. Tall  
Mayor  
Date Published:  June X, 2018

Attest:  
Lisa M. Glish  
City Clerk

I hereby certify that the foregoing constitutes a true and complete copy of an Ordinance duly adopted by the City Council of the City of Escanaba, County of Delta, Michigan, at a Special Meeting held on Monday, the 4th day of June 2018, and was published in the Daily Press, a newspaper of general circulation in the City of Escanaba on XXXXXXXX, June X, 2018, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Lisa M. Glish  
City Clerk
MEMORANDUM

TO: Patrick Jordan, City Manager  
    Robert Richards, City Clerk

FROM: Melissa Becotte, City Controller

Subject: Lease

In 1993, the City entered into a 25 year lease agreement with Lakestate Industries to provide a parking lot on City property across the street from their building. Lakestate has since paid for the paving of this lot.

The lease expired 3/31/18. Lakestate has requested to renew the lease for a 10 year term with all other terms of the lease remaining the same, including the $1 per year rental fee.

I am recommending approval of the attached lease renewal with Lakestate Industries. If there are any questions, please feel free to contact me. Thank you!
LEASE AGREEMENT

BETWEEN

LESSOR

City of Escanaba,
A municipal corporation
410 Ludington Street
Escanaba, MI 49829

Hereinafter called “Lessor”

LESSEE

Lakestate Industries, Inc.
A Michigan corporation
1831 North 21st Street
Escanaba, MI 49829

Hereinafter called “Lessee”

_________________________________________________________________

The covenants contained herein are made and executed this _______ day of ________,
2018.

RECITALS

WHEREAS, the parties hereto desire to enter into an agreement to lease certain real
property hereinafter described, which is the property of the Lessor, and

WHEREAS, it is necessary and desirable to reduce to writing the covenants and
agreements of the parties relative thereto; and

NOW THEREFORE, for and in consideration of the covenants and agreements contained
herein, the parties hereto agree as follows:

LEASE BETWEEN CITY OF ESCANABA AND
LAKESTATE INDUSTRIES, INC.

1. DESCRIPTION OF PROPERTY:

The Lessor, in consideration of the rent and covenants herein contained, does hereby let
and lease to the Lessee all that certain piece or parcel of real property (hereinafter referred to as
“the demised premises”) situated in the City of Escanaba, County of Delta, State of Michigan,
and more particularly described as follows to wit:

2. TERM OF LEASE AND RENTAL:

Lessee rents the above premises for a term of ten (10) years, commencing April 1, 2018, and
terminating on March 31, 2028, at noon, or sooner as provided herein, at the annual rental of
One Dollar ($1.00), payable in advance, on March 31 of each year, during the term of this lease.
All rental payments shall be made to Lessor at the address specified above, or elsewhere as Lessor may direct.

3. **USE OF PREMISES:**

   The leased premises may be used by Lessee for its business and for any other lawful purpose.

4. **ALTERATIONS, ADDITIONS ND IMPROVEMENTS BY LESSEE:**

   Lessee shall have the right to make alterations and improvements to the leased premises provided that such alterations and improvements do not diminish the value of the said premises or would in any way disturb or interfere with the erection and maintenance of high voltage power lines across the premises.

5. **INSTALLATION OF TRADE FIXTURES AND EQUIPMENT:**

   Lessee shall have the right to install trade fixtures and equipment and may at the expiration of the Lease term remove the same, provided that any damage caused by such removal shall be repaired by Lessee. If such trade fixtures and equipment are not removed at the expiration of the lease term, such fixtures and equipment shall be deemed abandoned by Lessee and, at Lessor's option, shall become the property of Lessor or be removed by Lessor at Lessee's expense.

6. **TAXES AND ASSESSMENTS:**

   a. **Obligations of Lessor:** Lessor shall pay all real estate taxes assessed against the property in whatever amount and whatever kind and nature the same may be, and shall also pay any and all special assessments against the property.

   b. **Obligations of Lessee:** Lessee shall pay any personal property taxes assessed against the demised premises or contents by reason of personal property placed upon the premises by Lessee.

7. **UTILITIES:**

   Lessee shall pay for all charges for electric, gas, water and other utility services required in connection with Lessee's use of the demised premises. If such charges are not paid by Lessee when due, Lessor may pay the same, and the amount so paid by Lessor shall be deemed to be additional rental hereunder and shall be payable by Lessee to Lessor upon demand.

8. **INSURANCE:**

   Lessee shall, during the term of the lease, obtain and maintain at its expense insurance against liability for bodily injury in a single limit amount of not less than $500,000.00 for any
one accident and property damage insurance in a minimum amount of $50,000.00. Said policy shall name Lessor as an additional insured.

All insurance shall be written with responsible companies that Lessor shall approve, and a certificate of coverage shall be provided to Lessor. All policies shall require fifteen (15) days notice by certified mail to Lessor of any cancellation or change affecting any interest of Lessor.

9. LIABILITY OF LESSEE:

Lessee shall be in exclusive control and possession of the demised premises, and as between the parties, Lessee shall be liable for any injury or damages to any property or to any person on or about the demised premises or for any injury or damage to any property of Lessee. The provisions herein permitting Lessor to enter and inspect the demised premises are made to insure that Lessee is in compliance with the terms and conditions hereof. Lessor shall not be liable for any entry on the premises for inspection purposes.

Lessee shall, at its expense, indemnify and defend Lessor, its licensees, servants, agents, employees and contractors, from any loss, damage, claim, liability or expense, (including attorney fees) of any kind, type or description, including without limitation, claims for bodily injury, disease, death, property damage or environmental clean-up arising directly out of or in connection with the use or misuse of the premises by Lessee or the acts or omissions of Lessee, its licensees, servants, agents, employees or contractors, or the failure of Lessee to comply with any covenant of this lease.

10. DEFAULT OR BREACH:

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

1) If Lessee, or any successor or assignee of Lessee while in possession, shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise, or shall make an assignment for the benefit of creditors.

2) If involuntary proceedings under any bankruptcy law or insolvency action shall be instituted against Lessee, or if a receiver or trustee shall be appointed of all or substantially all of the property of Lessee, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within thirty (30) days after the institution or appointment.

3) If Lessee shall fail to pay Lessor any rent when the rent shall become due and shall not make the payment within fifteen (15) days after notice thereof by Lessor to Lessee.

4) If Lessee shall fail to perform or comply with any of the conditions of this lease, other than rental, and if the non-performance shall continue for a period of thirty
(30) days after notice thereof by Lessor to Lessee or, if the performance cannot be reasonably had within the thirty (30) day period, Lessee shall not in good faith have commenced performance within the thirty (30) day period and shall not diligently proceed to completion of performance.

(5) If Lessee shall vacate or abandon the demised premises.

11. **EFFECT OF DEFAULT OR BREACH:**

In the event of any default or breach hereunder, as set forth in Section 11, the rights of Lessor shall be as follows:

1. Lessor shall have the right to cancel and terminate this lease, as well as all of the right, title and interest of Lessee hereunder, by giving to Lessee not less than fifteen (15) days notice of the cancellation and termination. On expiration of the time fixed in the notice, this lease and the right, title and interest of Lessee hereunder, shall terminate in the same manner and with the same force and effect, except as to Lessee's liability, as if the date fixed in the notice of cancellation and termination were the end of the term herein originally determined.

2. Lessor may elect, but shall not be obligated, to make any payment required of Lessee herein or comply with any agreement, term or condition required hereby to be performed by Lessee; and Lessor shall have the right to enter the demised premises for the purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied, but any expenditure for the correction by Lessor shall not be deemed to waive or release the default of Lessee or the right of Lessor to take any action as may be otherwise permissible hereunder in the case of any default.

3. Lessor may re-enter the premises immediately and remove the property and personnel of Lessee, and store the property in a public warehouse or at a place selected by Lessor, at the expense of Lessee. After re-entry Lessor may terminate the lease on giving fifteen (15) days written notice of termination to Lessee. Without the notice, re-entry will not terminate the lease. On termination Lessor may recover from Lessee all damages proximately resulting from the breach, including the cost of recovering the premises, and the worth of the balance of this lease over the reasonable rental value of the premises for the remainder of the lease term, which sum shall be immediately due Lessor from Lessee.

4. After re-entry, Lessor may relet the premises or any part thereof for any term without terminating the lease, for the best rent and terms reasonably obtainable under the circumstances. Lessor shall have the right, but shall not be required, to apply the rent received from reletting the premises.
a) to reduce the indebtedness of Lessee to Lessor under the lease, not including indebtedness for rent,
b) to expenses of the reletting,
c) to rent due under this lease, or
d) to payment of future rent under this lease as it becomes due.

(5) Lessor shall have such other rights and remedies as may be provided by law, including summary proceedings.

12. CONDEMNATION:

Rights and duties on the event of condemnation are as follows:

1. If the whole of the demised premises or such a substantial portion thereof as to materially interfere with Lessee's continued conduct of the business shall be taken or condemned by and competent authority for any public or quasi public use or purpose, this lease shall cease and terminate as of the date on which title shall vest thereby in that authority, and the rent reserved hereunder shall be apportioned and paid up to that date.

2. If only an insubstantial portion of the demised premises shall be taken or condemned and this does not materially interfere with Lessee's business, this lease and the term hereof shall not cease or terminate, but the rent payable after the date on which Lessee shall be required to surrender possession of such portion shall be reduced and proportioned to the decreased use suffered by Lessee as the parties may agree or as shall be determined by arbitration.

13. ASSIGNMENT AND SUB-LEASING:

Lessee shall not assign this lease or any interest herein, or sub-let the demised premises or any part thereof, without the prior written consent of Lessor. Consent shall not be unreasonably withheld. Notwithstanding any such consent, in the event of any assignment of this lease, or any sub-letting hereunder, Lessee shall remain liable for the performance of all covenants on the part of Lessee to be performed hereunder.

14. WAIVERS:

The acceptance by Lessor of any installment of rent shall not operate as a waiver of a breach of any covenant or condition of this lease. Any assent, expressed or implied, by Lessor to any breach of any covenant or condition shall not operate as an assent or waiver of any such covenant or condition generally, or of any subsequent breach thereof.

15. TERMINATION OF LEASE BY LESSOR:

If the Lessor has a need for the use of the premises, the Lessor may terminate this lease by
providing Lessee with a notice of Lessor’s intent to terminate six (6) months prior to the date of termination. Lessee shall have the right to remove its building, equipment and trade fixtures as noted in Section 3 above prior to the date of termination.

16. NOTICES:

All notices to be given with respect of this lease shall be in writing. Each notice shall be sent by certified mail, postage prepaid and return receipt requested, to the party to be notified at the address set forth herein or at such other address as either party may from time to time designate in writing.

Every notice shall be deemed to have been given at the time it shall be deposited in the United States mail in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

17. ACCESS TO PREMISES:

Lessor shall have the right to enter upon the leased premises during reasonable hours for the purpose of inspecting the same, and during the last ninety (90) days of the lease term, for the purpose of showing the said premises to prospective purchasers and/or tenants.

18. WAIVER OF SUBROGATION RIGHTS:

Each party covenants and agrees that the other party shall not be liable to them or it, or those holding by, or through or under them or it, by subrogation or otherwise, on account of any loss of or damage to the premises or the contents thereof caused by fire, or any other risks covered in standard all-risk insurance, including any such loss or damage resulting in whole or in part from the negligence of the other party, or any of them, their employees, agents and invitees. The above waivers shall be endorsed upon the policies insuring the premises and the contents thereof. This condition may likewise be satisfied by procuring insurance which states that the insured may waive subrogation rights if done so in writing prior to the happening of any loss, in which event this paragraph shall be construed as constituting such waiver.

19. RECORDING OF NOTICE OF LEASE:

Upon Lessee’s request at any time throughout the Lease term Lessor will execute in recordable form and cause to be delivered to Lessee a notice of the existence of this Lease, which notice shall set forth the name of the Lessee, the legal description of the premises and the term of the Lease.

20. USE OF PRONOUNS:

If more than one person joins in the execution of this lease as Lessor, or if any of them be of the male or female sex, the pronouns and relative words used herein shall be read as if written
in plural, male, or female, as the case may be.

21. **TOTAL AGREEMENT: APPLICABLE TO ITS SUCCESSORS:**

This lease contains the entire agreement between the parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto. This lease and the terms and conditions hereof apply to and are binding on the heirs, legal representatives, successors, and assigns of both parties.

22. **TIME OF THE ESSENCE:**

Time is of the essence in all provisions of this lease.

IN WITNESS WHEREOF, the parties have executed this agreement at Escanaba, Michigan, on the ____ day of ____________ 2018.

**WITNESS:**

**LESSOR**  
CITY OF ESCANABA  
A municipal corporation

By: ________________

Marc Tall  
Mayor

By: ________________

Robert Richards  
City Clerk

**WITNESS:**

**LESSEE**  
LAKESTATE INDUSTRIES, INC.  
A Michigan corporation

By: [Signature]

Cheryl Dismore  
It's: Executive Director

By: ________________

It's:
Memo

To: Patrick Jordan, City Manager  
From: Jeff Lampi, W & WWTP Supt.  
Date: 4/27/18  
Re: Replacement of City Side Water Services

Pat,

With your approval I would like to "roll over" the Policy adopted last year. Last year we recorded the replacement of around 16 water services, at an estimated cost to the department of around $20,000.

I feel very strongly that building a stronger underground infrastructure is worth this cost. However, as a safe guard I have written a line that allows the City Manger the right to terminate this policy for any reason at any time. This will allow us to prevent over spending of our money, if funds were to run dry, or your thought process were to change over time.

I have attached the following items for you review:

1. A copy of this year's Policy, on City Letter head.
2. A copy of this year's owner's agreement & application form.

Like last year, there is no doubt that the City will feel a small financial burden due to these water service replacements today. But, I'm certain the City will greatly benefit in the future due to being proactive now. Increasing the reliability of our underground infrastructure will be an ongoing task whether we want to or not. **In fact, I think we can both see the rules being drafted that will place the complete burden of the entire water service replacement on our shoulders in the near future

With your approval I will commence with the policy mentioned above, which shall be effective for the 2018 construction season.
April 27, 2018

REF: Replacement of City Side Water Services

To Property Owner / Building Occupant:

I want to take this opportunity to advise you of a recent provisional policy change at the Escanaba Water Department for the replacement of water services. In short this new policy will allow the Water Department to replace the “City Side” of the customer’s galvanized water service, if the “Owners Side” is also being replaced. This policy will be reviewed for operational effectiveness in the fall of 2018, before becoming permanent in nature. This policy may be terminated at the City Manager’s discretion at any time. This policy is only intended to be used during the normal construction season, which will be considered to end no later than October 30th. An early onset of winter weather may accelerate this date.

In short the following criteria must be followed:

- The property owner / customer must provide a written request, accompanied by an approved ROW permit, addressed to the Water Department, at least two weeks prior to the replacement of the water service.
- The property owner / customer must be replacing their complete water service.
- Property owner / customer must install a meter yoke as per City specifications.
- Water services for new construction will not fall under this policy, payment for time and material will be required.
- Only galvanized service lines will be replaced free of charge, copper services will not be considered.
- Use of this policy will require the use of one “City Water Service” to only provide service to one residence, building, or dwelling. Multiple dwellings or residences will require separate and independent water services.
- The breakdown of shared costs will be as follows
  - **The Water Department** will be responsible for any and all costs incurred to replace or repair all curbing or asphalt from the roadway which were removed or damaged. Including any soil and lawn restoration required within the boulevard
  - **The property owner / customer** will be responsible for any and all costs incurred to replace or repair all sidewalks and driveways (from curb to house) which were removed or damaged. Including any soil and lawn restoration from sidewalk to house.
- Existing water service must be abandoned by WTP staff, and costs to owner may apply.
- Please see diagram on back of this document.

If you have any more questions or concerns pertaining to this policy, please do not hesitate to contact me.

Sincerely,

Jeff Lampi, W&WWT Supt.
Phone # 906-786-1301 or 786-3291
jlampi@escanaba.org

p.o. Patrick Jordan, City Manager
Diagram of a typical 1" water service.

- Customer's house
- Curb Stop & curb box on or near property line
- Corp stop, service tap
- City water main
- Customer's side of water service
- City's side of water service
2018
City Water Service Replacement Agreement & Application Request

I, _______________________, have read, understand, and will follow the City Policy as written for the Replacement of City Side Water Services.

I will retain the services of a qualified private contractor, _______________________, whom will be conducting the required work for the replacement of my private water service located at this address ____________________________, Escanaba, MI 49829.

I will insure the following information is correct and all work is completed:  [use a check mark for compliance or write in N/A if it is not applicable]

________ I concur that my existing water service is currently Galvanized Steel.

________ I plan to replace my Galvanized service with 1" Type "K" Copper.

________ I understand the issues and problems that may be encountered with the use of Plastic, and that the Escanaba Water Department exclusively indorses & recommends the use of Type K Copper. But I still intend to use 1" type ______ Plastic, with a tracer wire installed.

________ I declare that this service will only serve one house, building or residence. I understand that a second house will require a separate water service under this policy. (A second request form will be required.)

________ I understand that the city side water service shall end at the nearest property line closest too or adjacent to the water main, regardless of the ownership of said property line. (This means that a private side water service may extend down a boulevard or cross other property, without it being classified as being a city service.)

________ I agree to be responsible for the replacement costs of all sidewalks and driveway approaches.

________ I have attached an approved City ROW permit. (Required of all work done in conjunction or within the City’s Right of Way.)

________ I will install a correctly sized meter yoke complete with two valves & any required backflow devices, as per City Specification’s.

________ Abandonment of the old water service must be completed. If this work can’t be conducted in one excavation, the costs of the abandonment will be the responsibility of the party whom benefits by the relocation of said water tap. Water Department Staff will inform you if this becomes an issue.

________ I understand that this form is only a request for approval of a new City Water Service. Any work completed without an approved request form or approved ROW permit will nullify the City Water Service Policy.

________ I have received a copy of the City Policy pertaining to the Replacement of City Side Water Services, and understand my obligations and responsibilities for this work to be performed.

Name: _____________________________  Address: _____________________________

Date of request: _____________________  Phone number: _____________________

Signature: ___________________________
City of Escanaba
Water Department
Standard Residential
Mulitple Water Meter Installation
(906) 786-3291

NOTE:
1- Meters cannot be installed under a building or in a crawl space.
2- Meters shall be located where normal leakage and condensation will not cause damage to cabinets or flooring.
3- Meters shall be located where normal meter leakage will not cause a trip/fall hazard to residents.
4- Valves must be installed before and after meter yokes to allow for meter replacement without draining pipes.
5- Meters must be installed in a normally heated area of building.
6- Ample room must be allowed to provide access to meter for installation and future maintenance.
7- When the remote wire is run through a crawl space, a 1/2" conduit must be installed from the meter yoke to the remote location near the electric meter.
City of Escanaba
Water Department
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Memo

To: Patrick Jordan, City Manager
From: Jeff Lamp, W & WW Supt
Date: 5/8/18
Re: WWTP Aeration Blower Replacement -- 2018

Patrick,

After many hours of planning, discussion, and review, I'm pleased to say that we have been able to bid out the work of replacing two of our older blowers at the Wastewater Plant. I can't say I'm happy about the costs that will be incurred, but I feel this is work that can no longer be overlooked. Over the last few years we have had times of inadequate air supply within the mixed liquor tanks. The air provides mixing within the tank, but more importantly we need to make sure enough dissolved oxygen is available to keep our "bugs" healthy with a high metabolic rate so as to be effective at digesting their food products within our waste stream.

With the assistance of C2AE, the project engineering firm, we have created detailed specifications to insure the equipment and process equipment shall be both suitable and sustainable for current and future needs of the plant. The new blowers being proposed shall also consist of new air measuring equipment for volume, dissolved oxygen, and also flow measurement for returned activated sludge. (Our current RAS measurement device is very old and unreliable) All of these processes are closely related and rely on each other to keep a very complicated system running as efficiently as possible. This aeration equipment is critical in our treatment process of creating a clean effluent which meets our NPDES permit. Blowers are also the number one energy consumer at the plant, so replacing the current models with more energy efficient ones make very good sense; both operationally and financially. Energy and replacement costs will only increase in the future.

See bid tab results below:

Ld DOCSO; of Kalamazoo MI: $325,000.00
August Winter & Sons; of Appleton WI: $359,400.00

I would like your authorization along with Council Approval to retain Ld DOCSO; of Kalamazoo, MI; to conduct the repairs as written in the RFP, along with an additional 10% ($32,500.00) for contingencies at a cost not to exceed $357,500.00.

A grant of $99,300.00, has been awarded to the City for work associated with this project. Please take note that the amounts of the grant are not currently deducted from the requested amount above.

Money is available within the next (18-19) fiscal year's budget, once the grant money is deducted.

Pc: Melissa Becotte, City Controller
MDARD Awards Grants for Rural Communities
Agency: Agriculture and Rural Development

Public input for 2019 program guidelines due by May 22

For Immediate release: March 19, 2018
Media contact: Jessy Stelzki, 517-284-5725
Program contact: Heather Throne, 517-712-0841

MACKINAW CITY, Mich. – Today, the Michigan Department of Agriculture and Rural Development (MDARD) and the Rural Development Fund Board awarded Rural Development Fund Grants aimed to promote the sustainability of land-based industries and support infrastructure that benefits rural communities.

"When the goal is to expand existing businesses or attract new ones to the state, infrastructure must be at the center of that discussion," said MDARD Director Gordon Wenk. "Things like broadband Internet access, wastewater treatment, roads, technology, and modern utilities are essential for business today, and these grants help make it possible. We strongly encourage public input for our 2019 program priorities, as it helps direct funds to where it will have the greatest impact."

The department received 85 proposals with requests totaling more than $6.4 million. Of those, MDARD awarded the following 11 projects totaling $891,905; leveraging a match of $828,805:

- City of Escanaba - $99,300. Replacement of aeration blowers for the city’s wastewater plant, resulting in expanded capacity and considerable savings for all area residents and businesses using the system.
- Connect Nation, of Elk Rapids - $70,000. Conduct a regional analysis with Northeast Michigan Council of Governments on local policies, ordinances, and asset inventory for streamlining broadband infrastructure.
- Food for Thought, of Honor - $88,000. Procurement of new equipment for value-added manufacturing to build institutional packaging capacity at its new Traverse City facility.
- Indian Summer Cooperative Inc., of Ludington, $100,000. Conduct facility wastewater system upgrades to meet production needs for fruit juices and sauces.
- Marquette County Road Commission - $100,000. Conduct preliminary engineering for reconstruction of CR492 to improve safety and provide a more reliable route for the mining and forestry industries.
- Michigan Blueberry Commission, of Fennville - $99,300. Infrastructure investment for modern blueberry planting for research, supporting the expansion and sustainability of blueberry growers.
- Negaupee Township, of Marquette - $100,000. Expansion of the Township's existing water system to provide services to properties along the south side of US-41.

http://www.michigan.gov/mdard/0,4610,7-125-1660-464107--,00.html
• **PM Power Group Inc., of White Pine** - $100,000. Create a pilot program to determine final costs to process and remediate stamp sands in White Pine.

• **Village of L’Anse** - $45,000. Construct a community solar array for the Village’s municipal electric utility.

• **Village of Newberry** - $55,305. Enhance and upgrade the Village’s financial software to a new integrated financial management system.

• **Village of Pentwater** - $35,000. Conduct planning, design, and improve critical street, parking walking, and biking facilities utilizing Michigan’s "Complete Streets" approach.

The grant funds, Public Act 411 of 2012, are aimed to promote the sustainability of land-based industries (food and agriculture; forestry; mining, oil and gas production; and tourism) and support workforce training, rural capacity building, business development and infrastructure that benefits rural communities.

Eligible counties include those with a population no greater than 60,000 residents or micropolitan statistical areas. Preference was given to projects in Marquette County.

The proposals were evaluated through a competitive process. Those interested in additional information about this grant program or a complete list of eligible counties should visit www.michigan.gov/mdardgrants.

Public comments regarding program priorities for 2019 are now being accepted. Comments must be submitted to mda-grants@michigan.gov by 5:00 p.m. on May 22, 2018.

###

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Follow us on Instagram: @michiganagriculture
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Policies  Michigan News  ADA

Copyright 2018 State of Michigan
May 3, 2018

Mr. Jeff Lampi, Wastewater Superintendent
Escanaba WWTP
410 Ludington Street
Escanaba, Michigan 49829

Re: Escanaba Wastewater Treatment Plant
Aeration Improvements
Award Recommendation

Dear Mr. Lampi:

On May 1, 2018, the City of Escanaba received bids for installation of two new blowers under a contract for aeration improvements at the WWTP.

A total of two (2) bids were received for the work. The bids are summarized below.

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Total Base Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>L.D. Docsa Associates</td>
<td>$325,000.00</td>
</tr>
<tr>
<td>August Winters &amp; Sons</td>
<td>$359,400.00</td>
</tr>
</tbody>
</table>

The engineer’s opinion of probable cost was $313,000.

ALTERNATES

The Bid included one Alternate deduct which could be accepted to reduce project construction costs. This alternate was to eliminate one of two blowers if bid pricing exceeded the amount that could be funded by the City. This deductible amount was $48,000 for the apparent low bidder.

BID IRREGULARITIES

We are not aware of bid irregularities.

AWARD RECOMMENDATION

We have reviewed the bids and information received from the City. Atlas Copco is on the list of approved blower suppliers for this project and we have construction experience with L. D. Docsa. It is recommended that the award of this Aeration Improvement contract be made to L. D. Docsa Associates in the amount of $325,000.
Mr. Jeff Lampi  
May 3, 2018

We recommend that Alternate 1 deducts not be accepted.

The contract awards should be made contingent upon receipt of the planned grant funding.

Please contact us if any questions arise.

Sincerely,

C2AE

[Signature]

David R. Holmgren, P.E.  
Lead Engineer

DRH/keb

Enclosure

cc: City of Escanaba, Record of Bids
# CITY OF ESCANABA
## RECORD OF BIDS

**DATE BIDS OPENED:** 5/1/2018  
**DESCRIPTION OF ITEM:** WWTP Aeration Blowers (2) Replacement - 2018

<table>
<thead>
<tr>
<th>NAME OF BIDDER</th>
<th>ADDENDA ACKNOWLEDGED</th>
<th>BLOWER MANUFACTURER</th>
<th>TOTAL PRICE</th>
<th>CHECK OR BID BOND</th>
</tr>
</thead>
<tbody>
<tr>
<td>August Winter &amp; Sons</td>
<td>1, 2, 3 ✔</td>
<td>See bid</td>
<td>359,400</td>
<td>Bond</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Gardner Denver</td>
<td>+35,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Kaeser</td>
<td>+83,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>VPC</td>
<td>+48,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>one blower option</td>
<td>-40,400</td>
<td></td>
</tr>
<tr>
<td>MDCSA</td>
<td></td>
<td></td>
<td>325,000</td>
<td>Bond</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Gardner Denver</td>
<td>+41,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Kaeser</td>
<td>+81,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>VPC</td>
<td>+46,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>one blower option</td>
<td>-48,000</td>
<td></td>
</tr>
</tbody>
</table>

**PRESENT:**

[Signature]

[Signature]
MEMORANDUM

To: Patrick Jordan

From: Mike Furmanski

Date: 10 MAY 2018

Re: Pole Replacement Bid Recommendation

On May 3rd, 2018, the Electric Department received bids for labor and equipment to replace 41 wooden poles. Bids were sent to 3 pole replacement contractors and 2 bids were received. Both contractors that submitted a bid are qualified to do this type of work.

<table>
<thead>
<tr>
<th>Bidder</th>
<th>41 poles</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fox Power</td>
<td>$92,800.00</td>
</tr>
<tr>
<td>MP Systems</td>
<td>$127,641.39</td>
</tr>
</tbody>
</table>

I am recommending accepting the bid from Fox Power of Gladstone, MI to replace 41 poles for $92,800.00. This is a budgeted item.
## City of Escanaba
### Record of Bids

**Date Bids Opened:** 5/3 5/99 2018  
**Description of Item:** Distribution Pole Replacement Project Bid - 2018

<table>
<thead>
<tr>
<th>Name of Bidder</th>
<th>Lump Sum for Defined Project</th>
<th>Estimated Start Date</th>
<th>Certified Check/Bid Bond</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fox Power Inc</td>
<td>$92,800.00</td>
<td>5-21-18</td>
<td>Check</td>
</tr>
<tr>
<td>MPS Systems</td>
<td>$127,641.39</td>
<td>6-11-18</td>
<td>Check</td>
</tr>
</tbody>
</table>

**Present:**  
Robert S. Richards  
Mielke 201
Official Bidder's Proposal

Date: 4/25/18

City of Escanaba
Escanaba, MI 49829

We, the undersigned, agree to furnish the City of Escanaba, Michigan, labor and machinery or equipment, in accordance with the attached minimum specifications, which are part of this proposal, at the following prices:

Lump Sum for defined project: $92,800.00

(If possible, please provide a sum of the individual unit prices listed in Appendix A.)

Estimated Start Date: 5/21/18

CERTIFIED CHECK, CASHIER'S CHECK, OR BIDDER'S BOND ENCLOSED IN THE AMOUNT OF:

$9,280.00

(Must be included to qualify)

SUBMITTED BY:

FIRM: Fox Power Inc.

ADDRESS: 900 Superior Ave.
Gladstone, MI 49837

NAME (PRINT): Jake Snauwaert

SIGNED: [Signature]

TITLE: Superintendent
Robert Richards  
The City of Escanaba – City Hall  
PO Box 948  
410 Ludington Street  
Escanaba, MI 49829  

RE: Pole Replacement  

Robert.  

MP Systems is pleased to provide the following proposal in response to The City of Escanaba’s request for pricing, for the above referenced project. All bid inclusions and exclusions are summarized below.  

Inclusions:  

➢ Starting construction on June 11th at the latest to meet July 31st deadline  
➢ Topping poles above communications  
➢ Outages on customer’s services when performing pole replacement (primary will remain energized)  
➢ Performance Bond in the amount of ($1,085.00)  
➢ Work completed on single mobilization  

Exclusions:  

➢ Installation of new anchors, transformers, primary wire, open three-wire or services (T&E or negotiated price)  
   ▶ All these items will be transferred to new pole  
➢ Transferring of communication cable  

If you have any questions regarding our proposal feel free to contact me at 414-254-6897.  

Sincerely,  
PieperLine.  

Christopher Schwab  
Project Manager  
Office: 262.879.8200  
Cell: 414.254.6897  
chris.schwab@pieperpower.com
Official Bidder's Proposal

Date: **May 2nd 2018**

City of Escanaba
Escanaba, MI 49829

We, the undersigned, agree to furnish the City of Escanaba, Michigan, labor and machinery or equipment, in accordance with the attached minimum specifications, which are part of this proposal, at the following prices:

**Lump Sum for defined project:** $127,411.39

*(If possible, please provide a sum of the individual unit prices listed in Appendix A.)*

**Estimated Start Date:** **June 11th 2018**

**CERTIFIED CHECK, CASHIER’S CHECK, OR BIDDER’S BOND ENCLOSED IN THE AMOUNT OF:**

$10%

*(Must be included to qualify)*

**SUBMITTED BY:**

**FIRM:** MP Systems (PEERCE LLC)

**ADDRESS:** 5477 S. Westvliet Ct
New Berlin, WI 53157

**NAME (PRINT):** Mike Tillman

**SIGNED:**

**TITLE:** Branch Supervisor