



**CITY COUNCIL
MEETING AGENDA
June 17, 2021**

**Marc D. Tall, Mayor
Peggy O'Connell, Mayor Pro Tem
Ralph B. Blasier, Council Member
Tyler D. DuBord, Council Member
Karen S. Moore, Council Member**

**Patrick S. Jordan, City Manager
Phil DeMay, City Clerk
John Bergman, City Attorney**

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

The Council has adopted a policy to use a Consent Agenda, when appropriate. All items with an asterisk (*) are considered routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member or citizen so requests, in 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, June 17, 2021, at 7:00 p.m.

CALL TO ORDER

ROLL CALL

INVOCATION/PLEDGE OF ALLEGIANCE

APPROVAL/CORRECTION(S) TO MINUTES – Regular Meeting – June 3, 2021
Special Meeting – June 7, 2021

APPROVAL/ADJUSTMENTS TO THE AGENDA

CONFLICT OF INTEREST DECLARATION(S)

BRIEF PUBLIC COMMENT(S)

PUBLIC HEARINGS

1. Approval - Ordinance No. 1250 - Appropriations Ordinance Amendment.

Explanation: A public hearing will be conducted on an amendment to the current Appropriations Ordinance for the fiscal year ending June 30, 2021. An amendment is needed to balance out over and under expenditures within various departmental budgets for the 2020-21 fiscal year. This action is mandated by State law and adjusts budget accounts to help ensure that no individual line items are overrun.

UNFINISHED BUSINESS

1. Discussion – Net Metering Policy – Electric.

Explanation: Administration will hold a discussion on a Renewable Energy Net Metering Policy.

NEW BUSINESS

1. Approval – Solar Panel Purchase Program Depreciation Schedule - Electric.

Explanation: In June of 2020, Council approved reducing the cost of the Community Solar Facility panels to \$399 per panel. Administration recommends following the Exhibit C Solar Panel Depreciation Schedule year to year for the sale of the panels. Section 10 of the Solar Land License & Management Agreement will be updated to reflect the change in price each year moving forward.

2. Approval – Purchase of Annual Renewable Energy Credits - Electric.

Explanation: Current pricing on RECs is between \$2.50 to \$2.75 per REC and the deadline for securing the RECs is June 30, 2021. Administration is seeking Council approval to purchase 15,000 RECs at a cost not to exceed \$41,250 (\$2.75/REC).

3. Approval – 2021/22 Property and Liability Insurance - Controller.

Explanation: Administration is seeking Council approval to purchase property and liability insurance coverage from Michigan Municipal Risk Management Authority (MMRMA) in the amount of \$214,167. This item is in the 2021/22 budget.

Agenda –June 17, 2021

4. Approval – Sale of Property (Lot 1) to Northern Machine/John Liss – Administration.

Explanation: Administration is seeking Council approval of the sale of City-Owned Property (Lot 1) near the former Power Plant to Northern Machine/John Liss.

5. Approval – Resolution of Support - Bonifas Arts Center – 2022 Music Mondays Summer Concerts – Administration.

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

APPOINTMENTS

BOARD, COMMISSION, AND COMMITTEE REPORTS

GENERAL PUBLIC COMMENT

ANNOUNCEMENTS

ADJOURNMENT

Respectfully Submitted



Patrick S. Jordan
City Manager



CITY COUNCIL
MEETING AGENDA - ADDENDUM
June 17, 2021

Marc D. Tall, Mayor
Peggy O'Connell, Mayor Pro Tem
Ralph B. Blasier, Council Member
Tyler D. DuBord, Council Member
Karen S. Moore, Council Member

Patrick S. Jordan, City Manager
Phil DeMay, City Clerk
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Regular Meeting - Addendum

Thursday, June 17, 2021, at 7:00 p.m.

NEW BUSINESS

6. Approval - Letter of Support - Bridge Builders Grant Application - Planning & Zoning.

Explanation: Administration is seeking a Letter of Support from City Council to include with its application for a Bridge Builders Main Street microgrant that would be used to hold a charrette event to gather public input in designing a more resilient streetscape along Ludington Street.

Respectfully Submitted

A handwritten signature in blue ink that reads "Patrick S. Jordan".

Patrick S. Jordan
City Manager

**OFFICIAL PROCEEDINGS
CITY COUNCIL
CITY OF ESCANABA, MICHIGAN
Regular Council Meeting
Thursday, June 3, 2021**

The meeting was called to order by the Honorable Mayor Marc D. Tall at 7:00 p.m. in the Council Chambers of City Hall located at 410 Ludington Street.

Present: Mayor Marc D. Tall, Council Members, Ralph B. Blasier, Tyler D. DuBord, and Karen S. Moore

Absent: Peggy O'Connell

Blasier moved, Moore seconded, **CARRIED UNANIMOUSLY**, to excuse Council Member O'Connell.

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

City Clerk DeMay led Council in the Pledge of Allegiance.

Blasier moved, Moore seconded, **CARRIED UNANIMOUSLY**, to approve Special Meeting minutes from May 17, 2021, Regular Meeting minutes from May 20, 2021, and Special Meeting minutes from May 27, 2021, as submitted.

ADJUSTMENTS TO THE AGENDA

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

CONFLICT OF INTEREST DECLARATION – None

BRIEF PUBLIC COMMENT – None

PUBLIC HEARINGS – None

UNFINISHED BUSINESS – None

NEW BUSINESS

NB-1 Approval – Swan Turbidity Meter – Water Department.

Administration requested Council's approval to purchase seven (7) Swan Turbidity Meters from Swan Analytical Instruments of Wheeling, IL, for the Escanaba Water Treatment Plant (WTP) in an amount not to exceed \$31,350.00. Money was available and budgeted for this activity in the current fiscal year.

NB-1 DuBord moved, Moore seconded, to approve to purchase seven (7) Swan

Turbidity Meters from Swan Analytical Instruments of Wheeling, IL, for the Escanaba Water Treatment Plant (WTP) in an amount not to exceed \$31,350.00.

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

Ayes: DuBord, Moore, Blasier, Mayor Tall
Nays: None
Absent: O'Connell

MOTION CARRIED.

NB-2 Presentation – City's Investment Funds – HR Director/Treasurer.

Administration requested a presentation be given by Robert Valentine, Vice-President of Institutional Investment Services at First Bank, on the status of the City's investment funds.

NB-2a DuBord moved, Moore seconded, to approve the investment policy statement written as presented.

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

Ayes: DuBord, Moore, Blasier, Mayor Tall
Nays: None
Absent: O'Connell

MOTION CARRIED.

NB-2b DuBord moved, Moore seconded, to approve eligible depositories with the correction of Delta County Credit Union to Embers.

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

Ayes: DuBord, Moore, Blasier, Mayor Tall
Nays: None
Absent: O'Connell

MOTION CARRIED.

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

BOARD, COMMISSION, AND COMMITTEE REPORTS

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

GENERAL PUBLIC COMMENT – None

ANNOUNCEMENTS

- Fun Run 7:00 pm on Friday June 4, 2021;
- Dedication of the new Escanaba River Bridge in memory of Tom Casperson.

NB-3 Closed Session – Discuss Attorney’s Opinion – Treasurer.

Administration sought Council to go into a closed session at the advice of the City Attorney, to discuss an indebtedness/settlement issue.

The time being 7:55 p.m., DuBord moved, Blasier seconded, **CARRIED UNANIMOUSLY**, the Council recessed.

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

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

Ayes: Blasier, DuBord, Moore, Mayor Tall

Nays: None

Absent: O’Connell

MOTION CARRIED.

The time was 7:59 p.m.

Blasier moved, DuBord seconded, to come back into Open Session.

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

Ayes: Blasier, DuBord, Moore, Mayor Tall

Nays: None

Absent: O’Connell

MOTION CARRIED.

The time was 8:05 p.m.

No Council actions were taken during the Closed Session.

NB-3a Blasier moved, DuBord seconded, to reject the counteroffer of \$10,000 for the indebtedness/settlement issue.

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

Ayes: Blasier, DuBord, Moore, Mayor Tall
Nays: None
Absent: O'Connell

MOTION CARRIED.

NB-3b DuBord moved, Moore seconded, to authorize the City Attorney to move forward with foreclosure based on the 90 days of the letter being sent.

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

Ayes: DuBord, Moore, Blasier, Mayor Tall
Nays: None
Absent: O'Connell

MOTION CARRIED.

Hearing no further public comment DuBord moved, Blasier seconded, the Council adjourned at 8:07 p.m.

Respectfully submitted

Phil DeMay
City Clerk

Approved: _____
Marc D. Tall, Mayor

**OFFICIAL PROCEEDINGS
CITY COUNCIL
CITY OF ESCANABA, MICHIGAN
Special Council Meeting
Monday, June 7, 2021**

Pursuant to a meeting notice posted on May 10, 2021, the meeting was called to order by the Honorable Mayor Marc D. Tall at 9:00 a.m. in the Council Chambers of City Hall located at 410 Ludington Street.

Present: Mayor Marc D. Tall, Council Members, Ralph B. Blasier, Tyler D. DuBord, and Karen S. Moore

Absent: Peggy O'Connell

Blasier moved, Moore seconded, **CARRIED UNANIMOUSLY**, to excuse Council Member O'Connell.

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

ADJUSTMENTS TO THE AGENDA

DuBord moved, Moore seconded, **CARRIED UNANIMOUSLY**, to approve the City Council Agenda as submitted.

CONFLICT OF INTEREST DECLARATION – None

BRIEF PUBLIC COMMENT – None

PUBLIC HEARINGS

Escanaba City Charter requires the Council to pass electric, wastewater, water and solid waste utility rate ordinances on the first Monday of June, for the upcoming fiscal year 2021-22.

PH-1a Second reading, public hearing and adoption of Ordinance No. 1246, the Electric Rate Ordinance. A 1.75 percent rate increase is being recommended.

Annually, the City Council set electric utility rates for the next fiscal year. Administration recommended approval of the electric rates as provided. Council was asked to consider this the second reading, public hearing, and adoption of Ordinance No. 1246.

Inasmuch as this was a public hearing, Mayor Tall asked for comments from the Council and audience relative to the setting of the Electric Rate Ordinance No. 1246.

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

PH-1a “By Council Member Blasier, seconded by Council Member Moore;

Resolved, That Ordinance No. 1246, the Electric Rate Ordinance, given its second reading and public hearing at this meeting, be and it is hereby adopted, and that it be published in accordance with the requirements of State law and the City Charter.”

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

Ayes: Blasier, Moore, DuBord, Mayor Tall
Nays: None
Absent: O’Connell

RESOLUTION DECLARED ADOPTED.”

Herewith Ordinance No. 1246, adopted by title:

“AN ORDINANCE FIXING THE RATES TO BE CHARGED BY THE CITY OF ESCANABA FOR ELECTRIC ENERGY DEMAND AND AVAILABILITY OF SERVICE, TO BE IN FULL FORCE AND EFFECT ON THE BILLINGS PROCESSED AFTER JUNE 30, 2021, AND ALL BILLINGS THEREAFTER UNTIL FURTHER AMENDED BY THE COUNCIL.”

Full text in Ordinance Record “L.”

PH-1b Second reading, public hearing and adoption of Ordinance No. 1247, the Wastewater Rate Ordinance. A 30 percent rate increase is being recommended.

Annually, the City Council set wastewater utility rates for the next fiscal year. Council was asked to consider this the second reading, public hearing, and adoption of Ordinance No. 1247.

Inasmuch as this was a public hearing, Mayor Tall asked for comments from the Council and audience relative to the setting of the Wastewater Rate Ordinance No. 1247.

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

PH-1b “By Council Member Blasier, seconded by Council Member Moore;

Resolved, That Ordinance No. 1247, the Wastewater Rate Ordinance, given its second reading and public hearing at this meeting, be and it is hereby adopted, and that it be published in accordance with the requirements of State law and the City Charter.”

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

Ayes: Blasier, Moore, DuBord, Mayor Tall

Nays: None
Absent: O'Connell

RESOLUTION DECLARED ADOPTED.”

Herewith Ordinance No. 1247, adopted by title:

“AN ORDINANCE FIXING THE CHARGES TO BE ASSESSED BY THE CITY OF ESCANABA FOR WASTEWATER COLLECTION AND TREATMENT AND THE AVAILABILITY OF SERVICE TO BE IN FULL FORCE AND EFFECT ON THE BILLINGS PROCESSED AFTER JUNE 30, 2021, AND ALL BILLINGS THEREAFTER UNTIL FURTHER AMENDED BY THE CITY COUNCIL.”

Full text in Ordinance Record “L.”

PH-1c Second reading, public hearing and adoption of Ordinance No. 1248, the Water Rate Ordinance. A 4 percent rate increase is being recommended.

Annually, the City Council set water utility rates for the next fiscal year. Council was asked to consider this the second reading, public hearing, and adoption of Ordinance No. 1248.

Inasmuch as this was a public hearing, Mayor Tall asked for comments from the Council and audience relative to the setting of the Water Rate Ordinance No. 1248.

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

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

Resolved, That Ordinance No. 1248, the Water Rate Ordinance, given its second reading and public hearing at this meeting, be and it is hereby adopted, and that it be published in accordance with the requirements of State law and the City Charter.”

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

Ayes: Moore, Blasier, DuBord, Mayor Tall
Nays: None
Absent: O'Connell

RESOLUTION DECLARED ADOPTED.”

Herewith Ordinance No. 1248, adopted by title:

“THE ORDINANCE FIXING THE RATES TO BE CHARGED BY THE CITY OF ESCANABA FOR WATER DISTRIBUTION, TREATMENT, AND AVAILABILITY TO BE IN FULL FORCE AND EFFECT ON THE BILLINGS PROCESSED AFTER JUNE 30, 2021, AND ALL BILLINGS THEREAFTER UNTIL FURTHER AMENDED

BY THE COUNCIL.”

Full text in Ordinance Record “L.”

PH-1d Second reading, public hearing and adoption of Ordinance No. 1249, the Solid Waste, Recycling, Yard Waste and Litter Ordinance. A \$1.50 rate increase is being recommended.

Annually, the City Council set solid waste rates for the next fiscal year. Council was asked to consider this the second reading, public hearing, and adoption of Ordinance No. 1249.

Inasmuch as this was a public hearing, Mayor Tall asked for comments from the Council and audience relative to the setting of the Solid Waste, Recycling, Yard Waste and Littering Ordinance No. 1249.

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

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

Resolved, That Ordinance No. 1249, the Solid Waste, Recycling, Yard Waste and Littering Ordinance, given its second reading and public hearing at this meeting, be and it is hereby adopted, and that it be published in accordance with the requirements of State law and the City Charter.”

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

Ayes: Moore, Blasier, DuBord, Mayor Tall

Nays: None

Absent: O’Connell

RESOLUTION DECLARED ADOPTED.”

Herewith Ordinance No. 1249, adopted by title:

“AN ORDINANCE TO AMEND CHAPTER 14, FIXING THE CHARGES TO BE ASSESSED BY THE CITY OF ESCANABA FOR SOLID WASTE, RECYCLING, YARD WASTE AND LITTERING, TO BE IN FULL FORCE AND EFFECT ON THE BILLINGS PROCESSED AFTER JUNE 30, 2021 AND ALL BILLINGS THEREAFTER UNTIL FURTHER AMENDED BY THE CITY COUNCIL OF THE CODE OF ORDINANCES OF THE CITY OF ESCANABA.”

Full text in Ordinance Record “L.”

UNFINISHED BUSINESS – None

NEW BUSINESS – None

GENERAL PUBLIC COMMENT – None

ANNOUNCEMENTS – None

Hearing no further public comment DuBord moved, the Council adjourned at 9:05 a.m.

Respectfully submitted,

Tammy Weissert, CMC, MiPMC
Deputy City Clerk

Approved: _____
Marc D. Tall, Mayor

Agenda Item: PH-1
Date: 06/17/2021

City Council Agenda Item Request

Date: June 3, 2021

Name: Melissa Becotte

Department: Controller

Item: Approval - Ordinance No. 1250 - Appropriations Ordinance Amendment.

Meeting date requested: 06/17/2021

Explanation for request:

A public hearing will be conducted on an amendment to the current Appropriations Ordinance for the fiscal year ending June 30, 2021. An amendment is needed to balance out over and under expenditures within various departmental budgets for the 2020-21 fiscal year. This action is mandated by State law and adjusts budget accounts to help ensure that no individual line items are overrun.

MEMORANDUM

June 3, 2021

TO: Patrick Jordan, Phil Demay

FROM: Melissa Becotte

SUBJECT: 2020/21 Budget Amendment

Each year, the City amends the Appropriations Ordinance. The amendment is prepared primarily to comply with State law. This represents the first, and final, amendment for fiscal year 2020/21.

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

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

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

GENERAL FUND

The 2020/21 General Fund budget was originally adopted with a use of roughly \$168,942 in fund balance. I am amending revenues by \$243,000 to reflect a larger Small Taxpayer PPT Reimbursement than expected as well as recognizing the contribution from the Land Development Fund toward the Ludington Park Tennis/Pickleball Court project. I am amending the expenditures by \$351,000 for the reasons detailed below.

It is recommended that the following changes be made in the General Fund appropriations:

- (1) Increase the Elections appropriation by \$2,500. The additional funds are requested to cover the temporary helper that was hired to assist with the presidential election.
- (2) Increase the City Controller appropriation by \$8,000. The additional funds are requested to cover overhead costs. There was a retirement in the Non-Union employee group during the year. Since we allocate the monthly MERS DB payment among the remaining group members, this line item requires additional funds.

- (3) Add IT appropriation in the amount of \$40,500. The State now requires us to separate these activities from the Clerk activities. The amendment is to cover wages, overhead and insurance. These costs are directly offset with savings in the Clerk's department.
- (4) Add Bad Debt appropriation in the amount of \$59,500. The funds are requested to cover A/R write offs as well as building demolition costs that were part of a settlement.
- (5) Increase the Assessor appropriation by \$100,000. The additional funds are requested to cover legal fees.
- (6) Increase the Attorney appropriation by \$4,000. The additional funds are requested to cover a fee increase that was not included in the budget.
- (7) Increase the Treasurer appropriation by \$5,000. The additional funds are requested to cover overhead.
- (8) Increase the Community Promotion appropriation by \$1,500. The additional funds are requested to cover the cost of community activities downtown. This budget is going to be close so the additional funds are to ensure we remain under budget at year-end.
- (9) Increase the 4th of July appropriation by \$8,000. The additional funds are requested to cover the additional cost of fireworks. These expenditures were covered by donations.
- (10) Increase the Community Preservation appropriation by \$3,000. The additional funds are requested to cover the hiring of a part-time code enforcement official prior to the end of the fiscal year.
- (11) Increase the Trees & Shrubs appropriation by \$30,000. The additional funds are requested to cover the costs wages, overhead and equipment rental. Staff spend more time on this activity than was budgeted.
- (12) Increase the Engineer appropriation by \$7,000. The additional funds are requested to cover wages and overhead for an employee hired at a hire wage step than budgeted.
- (13) Increase the Sanitary Landfill appropriation by \$5,000. The additional funds are requested to cover the cost of tipping fees at the landfill.
- (14) Increase the Solid Waste Collection appropriation by \$60,000. The additional funds are requested to cover the cost of an employee on workers comp during the year, a payout of benefits due to retirement, increased health insurance costs and equipment rental costs. Also included in this request is additional costs for landfill road clean up.
- (15) Increase the Parks appropriation by \$5,000. The additional funds are requested to cover equipment rental.
- (16) Increase the Boat Launch appropriation by \$2,000. The additional funds are requested to cover wages and the cleaning of the fish cleaning station tank.

- (17) Increase the Alley Paving appropriation by \$10,000. The additional funds are requested to cover the cost of paving an alley near the wading pool and Webster School.

Due to these appropriations changes, the Overhead to Utilities is being increased \$12,850. In total, the above recommendations change the proposed use of fund balance from roughly \$169,000 to about \$269,000. As discussed previously, we anticipate that the final use of General Fund fund balance will be less than this amount because no attempt is made to balance those accounts which will be under-expended. We also are awaiting the first payment of the ARPA funds. It's possible this payment will be received in June, but the State may request an extension of 30 days. For this reason, I have not included that revenue in this amendment.

LOCAL STREET FUND

We are amending the Local Street Fund expenditures by \$235,000 for additional paving costs.

GRANTS FUND

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

Facade Grant – Funded through a State grant and property owner contributions, this is a multi-year grant improving the facades of downtown businesses. The recommended amendments are to recognize grant revenue in the amount of \$100,000 and the project expenditures in the amount of \$150,000. Owner contributions have already been received and will cover the remainder of the expenditures.

MEDC Technical Assistance Grant – This State grant is being used to fund some of the environmental testing that is taking place on the old jail site. There is no cost to the City for this grant. For this year, the recommended amendments are to recognize grant revenue in the amount of \$57,250 and project expenditures in the amount of \$57,250.

Non-motorized Pathway Grant – Funded through several agencies, this project built a non-motorized path to connect north and south Escanaba. This project requires a \$50,000 match which was budgeted to be paid from the Gas Retirement fund. We are amending for \$20,000 in revenue from the Gas Retirement fund. We are also amending expenditures for signal testing and appraisals that were required to be done in the amount of \$20,000.

DWAM Grant – This State grant is being sought to set up an asset management plan in the Water Fund. If approved, the grant will cover all expenses. The recommended amendments are for \$6,500 in both grant revenue and expenditures. If the grant is not awarded, the Water Fund will pay for the expenses.

HOUSING REHABILITATION FUND

We are amending the Housing Rehab Fund in the amount of \$10 to cover additional audit fees.

DELTA COUNTY CENTRAL DISPATCH FUND

We are amending the DCCDA Fund in the amount of \$5,000. This is being requested because the year-end projections are very close to the budgeted amount and there needs to be a cushion for any unexpected expenditures. Both revenues and expenditures are amended by this amount since the costs are covered by the County as part of our services agreement.

LAND DEVELOPMENT FUND

We are amending the Land Development Fund revenues in the amount of \$56,700 to account for land sales. We are also requesting an additional \$137,500 in expenditures to cover improvements to the West Side Recreation Area, a property purchase and a transfer to the General Fund for the Ludington Park Tennis/Pickleball Court project (for the down-payment on materials).

PARKING MAINTENANCE FUND

We are amending the Parking Maintenance Fund revenues and expenditures by \$1,000 for plowing and snow removal from the DDA parking lots.

EDA REVOLVING LOAN FUND

Administration is requesting an amendment of \$3,000 to cover collection activities on an outstanding loan.

MSC RLF

Administration is requesting an amendment of \$65,428 for the remaining funds being sent to Northern Initiatives. Several years ago, the City began sending these funds to a Regional Fund Manager (Northern Initiatives). This is the final payment and has closed out the fund.

SANITARY LANDFILL FUND

Administration is requesting an amendment to reduce the fund revenues by \$2,000 for reduced collections and an increase of \$5,000 in expenditures for increased tipping fees.

SUMMARY

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

Overall, we anticipate results in most of the funds to equal or exceed the projections that were provided in the 2020/21 budget document.

Please contact me with any questions on this information.

ORDINANCE NO. 1250

"AN ORDINANCE TO AMEND ORDINANCE NO. 1228, ENTITLED AN ORDINANCE TO MAKE APPROPRIATIONS AND CORRESPONDING REVENUES FOR THE YEAR ENDED JUNE 30, 2021."

THE CITY OF ESCANABA ORDAINS:

The total number of mills of ad valorem property taxes to be levied for fiscal year 2020/2021 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, 2021.

GENERAL FUND

Revenues:

Taxes	\$5,570,200
Licenses and Permits	1,500
Intergovernmental	1,575,300
Charges for Services/Fines	297,650
Electric Utility Fund Contribution	765,790
Transfer from Land Development Fund	160,000
Transfer from DDA Fund	2,500
Transfer from Office Equipment Fund	39,200
Transfer from Sanitary Landfill Fund	235,000
Miscellaneous Revenues	130,800
Subtotal	\$8,777,940
Transfer from Fund Balance	269,092
Total General Fund Revenues	<u>\$9,047,032</u>

Expenditures:

City Council	\$35,370
City Manager	284,025
Elections	31,900
City Controller	365,334
Auditors	20,625
IT	40,500
Bad Debt	59,500
Assessors	317,478
Attorneys	80,700
City Clerk	239,286
Human Resources	90,652
Bd. of Review	2,250
City Treasurer	264,040
Billing	371,314
City Hall and Grounds	81,252
Civic Center	63,559
Community Promotional	7,475
Celebration Flags	2,649
Fourth of July	30,908
Public Safety	4,408,055
Community Preservation	80,367
Zoning	123,551
Crossing Guards	42,200
Crosswalks	5,000
Planning Commission	5,000
Care of Trees and Shrubs	175,866
Sidewalks	11,325
Engineers	336,168
Street Lighting	167,000
Sanitary Landfill	240,000
Solid Waste Collection	524,708
Composting Activities	68,441
Snow Plowing for Garbage Collection	21,377
Community Services	21,148
Recreation	603,556
Parks	268,166
Band	41,260
Tourism Promotion	31,425
Boat Launches	14,353
Alley Maintenance	15,058
Transfer to Parking Maintenance Fund	18,000
Transfer to Marina Fund	1,000

Ordinance No 1250 – cont.

Transfer to Library Fund	400,000
Transfer to Escanaba Building Authority Fund	149,000
Insurance/Bonds	5,000
Sub-total	\$10,165,841
Less: Overhead to Utilities	<u>1,123,809</u>
Total General Fund Expenditures	<u>\$9,042,032</u>

MAJOR STREET FUND

Revenues:	
State Shared Revenues	\$1,450,000
State Grants	1,000,000
Interest Earnings	30,000
Sub-total	\$2,480,000
Transfer from Fund Balance	<u>694,487</u>
Total Major Street Fund Revenues	<u>\$3,174,487</u>
Expenditures:	
Operating Expenses	\$984,487
Street Construction	<u>2,190,000</u>
Total Major Street Fund Expenditures	<u>\$3,174,487</u>

LOCAL STREET FUND

Revenues:	
State Shared Revenues	\$490,000
Interest Earnings	14,000
Property Owner's Share of SA	9,880
Transfer from Major Street Fund	200,000
Sub-total	\$713,880
Transfer from Fund Balance	<u>401,442</u>
Total Local Street Fund Revenues	<u>\$1,115,322</u>
Expenditures:	
Operating Expenses	\$715,322
Street Construction	<u>400,000</u>
Total Local Street Fund Expenditures	<u>\$1,115,322</u>

LIBRARY FUND

Revenues:	
State Funding	\$20,500
Penal Fines Allocation	115,000
Fines and Fees	17,000
Interest Earnings	1,200
Transfer from General Fund	400,000
Sub-Total	\$553,700
Transfer from Fund Balance	<u>64,073</u>
Total Library Fund Revenues	<u>\$617,773</u>
Expenditures:	
Operating Expenditures	<u>\$617,773</u>
Total Library Fund Expenditures	<u>\$617,773</u>

BEZOLD TRUST FUND

Revenues:	
Interest Earnings	\$4,000
Transfer from Fund Balance	<u>16,000</u>
Total Bezold Trust Fund Revenues	<u>\$20,000</u>
Expenditures:	
Qualifying Expenditures	<u>\$20,000</u>
Total Bezold Trust Fund Expenditures	<u>\$20,000</u>

GRANTS FUND

Revenues:	
Grant Revenue	\$163,750
Transfer from Gas Retirement Fund	<u>20,000</u>
Sub-Total	\$183,750
Transfer from Fund Balance	<u>50,000</u>
Total Grants Fund Revenues	<u>\$233,750</u>
Expenditures:	
MEDC Technical Assistance Grant	\$57,250
Non-Motorized Pathway Grant	20,000
DWAM Grant	6,500
Façade Grant	<u>150,000</u>
Total Grants Fund Expenditures	<u>\$233,750</u>

Ordinance No 1250 – cont.

GAS RETIREMENT FUND

Revenues:	
Interest Earnings	\$17,000
Sub-total	<u>\$17,000</u>
Transfer from Fund Balance	33,000
Total Gas Retirement Fund Revenues	<u>\$50,000</u>

Expenditures:	
Transfer to Grants Fund	\$50,000
Transfer to Local Street Fund	<u>0</u>
Total Gas Retirement Fund Expenditures	<u>\$50,000</u>

SANITARY LANDFILL FUND

Revenues:	
Revenue from Sales	\$218,000
Penalties on Collections	1,200
Interest Earnings	750
Sub-total	<u>\$219,950</u>
Transfer from Fund Balance	25,200
Total Sanitary Landfill Fund Revenues	<u>\$245,150</u>

Expenditures:	
Transfer to General Fund	\$240,000
Administrative Expense	150
City Wide Clean-Up	<u>5,000</u>
Total Sanitary Landfill Fund Expenditures	<u>\$245,150</u>

DOWNTOWN DEVELOPMENT AUTHORITY (DDA) FUND

Revenues:	
TIF Tax Collections	\$265,000
State Reimbursement of Lost PPT	20,000
State Grants	65,000
Interest Earnings	4,000
Miscellaneous Income	<u>5,000</u>
Sub-Total	<u>\$359,000</u>
Transfer from Fund Balance	<u>0</u>
Total DDA Fund Revenues	<u>\$359,000</u>

Expenditures:	
Operating Expenditures	\$310,084
Transfer to General Fund	<u>2,500</u>
Total DDA Fund Expenditures	<u>\$312,584</u>

HOUSING REHABILITATION FUND

Revenues:	
Interest Earnings	\$4,000
Total Housing Rehabilitation Fund Revenues	<u>\$4,000</u>

Expenditures:	
Administrative Expense	<u>\$535</u>
Total Housing Rehabilitation Fund Expenditures	<u>\$535</u>

DELTA COUNTY CENTRAL DISPATCH AUTHORITY (DCCDA) FUND

Revenues:	
DC Central Dispatch Authority Contract	\$892,134
Total DCCDA Fund Revenues	<u>\$892,134</u>

Expenditures:	
Dispatching Operations	<u>\$892,134</u>
Total DCCDA Fund Expenditures	<u>\$892,134</u>

LAND DEVELOPMENT FUND

Revenues:	
Property Owner's Share of Special Assessments	\$7,002
Interest Earnings	27,500
Sale of Property	<u>56,700</u>
Sub-Total	<u>\$91,202</u>
Transfer from Fund Balance	155,798
Total Land Development Fund Revenues	<u>\$247,000</u>

Expenditures:	
Property Improvements	\$49,000
Administrative Costs	1,000
Professional Services	10,000
Property Taxes	5,000
Transfer to General Fund	<u>160,000</u>

Ordinance No 1250 – cont.

Transfer to Local Street Fund	<u>29,500</u>
Total Land Development Fund Expenditures	<u>\$254,500</u>

PARKING MAINTENANCE FUND

Revenues:	
D.D.A. Fund Contractual	\$16,000
Transfer from General Fund	<u>20,000</u>
Total Parking Maintenance Fund Revenues	<u>\$36,000</u>

Expenditures:	
D.D.A. Lot Expenditures	\$16,000
City Lot Expenditures	<u>20,000</u>
Total Parking Maintenance Fund Expenditures	<u>\$36,000</u>

E.D.A. REVOLVING LOAN FUND

Revenues:	
Interest Earnings	<u>\$4,500</u>
Sub-Total	<u>\$4,500</u>
Transfer from Fund Balance	<u>1,500</u>
Total E.D.A.R.L.F. Revenues	<u>\$6,000</u>

Expenditures:	
Administrative Costs	<u>\$6,000</u>
Total E.D.A.R.L.F. Expenditures	<u>\$6,000</u>

M.S.C REVOLVING LOAN FUND

Revenues:	
Interest Earnings	<u>\$0</u>
Sub-Total	<u>\$0</u>
Transfer from Fund Balance	<u>65,428</u>
Total M.S.C.R.L.F. Revenues	<u>\$65,428</u>

Expenditures:	
Administrative Costs	<u>\$0</u>
Transfer to Northern Initiatives	<u>65,428</u>
Total M.S.C.R.L.F. Expenditures	<u>\$65,428</u>

U.D.A.G. REVOLVING LOAN FUND

Revenues:	
Interest Earnings	<u>\$50,000</u>
Total U.D.A.G.R.L.F. Revenues	<u>\$50,000</u>

Expenditures:	
Administrative Costs	<u>\$1,650</u>
Total U.D.A.G.R.L.F. Expenditures	<u>\$1,650</u>

FARMERS HOME GRANT FUND

Revenues:	
Interest Earnings	<u>\$600</u>
Total Farmers Home Grant Fund Revenues	<u>\$600</u>

Expenditures:	
Administrative Costs	<u>\$120</u>
Total Farmers Home Grant Fund Expenditures	<u>\$120</u>

DRUG LAW ENFORCEMENT FUND

Revenues:	
Local Forfeiture Proceeds	<u>\$2,000</u>
Interest Earnings	<u>500</u>
Total Drug Law Enforcement Fund Revenues	<u>\$2,500</u>

Expenditures:	
City Expenditures	<u>\$2,000</u>
Total Drug Law Enforcement Fund Expenditures	<u>\$2,000</u>

BROWNFIELD REDEVELOPMENT FUND

Revenues:	
TIF Tax Collections	<u>\$50,000</u>
Interest Earnings	<u>500</u>
Total Brownfield Redevelopment Fund Revenues	<u>\$50,500</u>

Expenditures:	
Developer Reimbursements	<u>\$50,000</u>
Total Brownfield Redevelopment Fund Expenditures	<u>\$50,000</u>

Ordinance No 1250 – cont.

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

ELECTRIC UTILITY FUND

Revenues:	
Revenue from Sales	\$13,592,000
Rents	40,000
Miscellaneous	60,000
Interest Earnings	<u>175,000</u>
Total Electric Fund Revenues	<u>\$13,867,000</u>

Expenses:	
Operating Expenses	\$12,614,452
Depreciation	775,000
Overhead to General Fund	659,326
Contribution to General Fund	<u>765,790</u>
Total Electric Fund Expenses	<u>\$14,814,568</u>

WATER UTILITY FUND

Revenues:	
Revenue from Sales	\$4,553,800
Federal Subsidy-Capital Improvement Bond Interest	50,450
Miscellaneous	64,750
Interest Earnings	<u>10,000</u>
Total Water Fund Revenues	<u>\$4,679,000</u>

Expenses:	
Operating Expenses	\$2,063,350
Depreciation	552,755
Overhead to General Fund	226,430
Bond Interest Expense	<u>175,000</u>
Total Water Fund Expenses	<u>\$3,017,535</u>

WASTEWATER UTILITY FUND

Revenues:	
Revenue from Sales	\$2,660,000
Grant Revenue	480,000
Miscellaneous	13,000
Interest Earnings	<u>35,000</u>
Total Wastewater Fund Revenues	<u>\$3,188,000</u>

Expenses:	
Operating Expenses	\$1,365,495
Depreciation	402,514
Overhead to General Fund	214,663
Bond Interest Expense	<u>216,275</u>
Total Wastewater Fund Expenses	<u>\$2,198,947</u>

ESCANABA BUILDING AUTHORITY FUND

Revenues:	
Lease Payments-Transfer from General Fund	\$149,000
Rent Income-City Hall/Library	133,248
Interest Earnings	<u>3,500</u>
Total Escanaba Building Authority Fund Revenues	<u>\$285,748</u>

Expenses:	
Operating Expenses	\$155,187
Interest Expense	11,460
Depreciation Expense	<u>153,000</u>
Total Escanaba Building Authority Fund Expenses	<u>\$319,647</u>

MARINA FUND

Revenues:	
Fees and Concessions	\$185,850
Interest Earnings	<u>2,000</u>
Total Marina Fund Revenues	<u>\$187,850</u>

Expenses:	
Operating Expenses	\$187,098
Interest Expense	6,000
Depreciation	<u>69,940</u>
Total Marina Fund Expenses	<u>\$263,038</u>

APPROVED:

John Bergman
City Attorney

Date Approved: (Month) (Date), 2021
Date Published: (Month) (Date), 2021

APPROVED:

Marc D. Tall
Mayor

ATTEST:

Phil DeMay
City Clerk

I hereby certify that the foregoing constitutes a true and complete copy of an Ordinance duly adopted by the City Council of the City of Escanaba, County of Delta, Michigan, at a Regular Meeting held on the (Date) day of (Month), 2021, and was published in the Daily Press, a newspaper of general circulation in the City of Escanaba on (Month) (Date), 2021, 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.

Phil DeMay
City Clerk

Agenda Item: UB-1
Date: 06/17/2021

City Council Agenda Item Request

Date: 06/07/2021

Name: Gerald Pirkola

Department: Electric

Item: Net Metering Policy

Meeting date requested: June 17, 2021

Explanation for request:

Net Metering Policy Discussion.

City of Escanaba

Renewable Energy Net Metering Policy

Purpose

The purpose of the Renewable Energy Net Metering Policy is to provide an opportunity for City of Escanaba Electric customers to produce local renewable energy that may partially offset their energy requirements while ensuring the general safety of the Escanaba Electric Department employees and the public while maintaining integrity of the Distribution System.

Eligibility

All existing City of Escanaba Electric customers in good standing may install, own, and operate a Net Metered generator interconnected in parallel with the utility's distribution system if the following are met:

1. Completed Renewable Energy Net Metering Application describing the interconnected generation with a \$25 application fee.
2. The generation source is fueled by a qualified renewable energy source such as solar, wind, geothermal, biomass, etc.
3. The generation system shall be sized not to exceed the customer's annual electric needs at the location of the renewable system, measured in kilowatt-hours (kWh).
4. The generation source is located on the eligible customer's premises, is operated by said customer, and is interconnected through a single point of service.
5. Eligible customers shall enter into a Net Metering Agreement with the City before the generation source is allowed to interconnect with the Utility's distribution system.
6. Nameplate capacity of the renewable generator must be less than 20KW. The total aggregate net renewable generation for the City of Escanaba is 500KW.

Safety and Reliability Requirements

1. The Customer shall submit, for Escanaba Electric Department review, detailed electric diagrams, equipment nameplate data including the interface device and control system of the Customer's power sources, and a site plan.
2. The Customer's control and protection system and site plan must be acceptable to the Escanaba Electric Department and in accordance with these safety and reliability standards. This system shall provide for immediate automatic shutdown or separation of the Customer's generator and the Escanaba Electric Distribution System in the event of momentary or extended loss of power from the Escanaba Electric Distribution System, including loss of a single phase, or one or more phases if the Customer is generating three phase power. The shutdown or separation must continue until normal utility service is restored. The shutdown or separation shall occur when frequency,

voltage or current deviate from normal utility standards. The Customer shall be liable if the Customer's protection system fails to function.

3. A disconnection device, suitable for use as a protective tag location, may be required by the Escanaba Electric Department, so as to be accessible and in reasonably close proximity to the billing meter(s).
4. The Escanaba Electric Department may reasonably require additional equipment, processes, and communications for larger installations as necessary to ensure safety and reliability.
5. The completed installation must meet all local, state and national codes and regulations, and is subject to inspection by proper enforcement authorities before commencement of parallel operation. In addition, the Escanaba Electric Department may, at its discretion, inspect or test the facility at any time.
6. The Customer shall advise the Escanaba Electric Department, prior to making any revisions to the Customer's generation facility, the control system, or the interface between the two power systems after the installation. Any such revision must be reviewed by the Escanaba Electric Department before approval by the Escanaba Electric Department.
7. Should the parallel operation of the Customer's generation facility cause interference or adversely affect voltage, frequency, harmonic content or power factor, in the Escanaba Electric Department system and/or its customers, or the Customer's facility, the Escanaba Electric Department may require disconnection of the parallel operation until the condition has been corrected.

Reimbursement of Costs

The Customer shall pay for all costs associated with:

1. Any addition to or alteration of the Escanaba Electric Department equipment required for metering.
2. The safe and reliable operation of the Customer's generating equipment in parallel with the Escanaba Electric Distribution system.
3. Changes required due to safety or adverse effects on the Customer and/or on the Escanaba Electric Department, caused by the connection and/or operation of the Customer's generation facility.

The Escanaba Electric Department may require reasonable and adequate insurance coverage by the interconnecting customer and if so, the customer shall provide proof of liability coverage.

Rate

The Customer shall be billed monthly for the sum of positive energy deliveries to the customer from the Escanaba Electric Department in each metering interval of the monthly billing period, and shall pay the Meter Charge and Energy Charges specified in the standard rate schedule ordinance.

The Customer shall be credited monthly for the sum of excess energy supplied by the Customer in each metering interval of the monthly billing period. Energy credits shall not offset monthly meter charges. Excess energy is supplied to the Escanaba Electric Department whenever the energy produced by the Customer's generation exceeds its electricity use in a metering interval. The credit for such excess generation shall be an Avoided Cost Rate. The Avoided Cost Rate (in \$/kWh) is calculated for each year based on the following formula:

$$\text{Avoided Cost Rate} = \text{Energy (AC)} + \text{Transmission (AC)} + \text{Capacity (AC)}$$

where:

1. Energy (AC) is the current fiscal year energy contract price in \$/kWh.
2. Transmission (AC) is the current fiscal year avoided transmission costs in \$/kWh
3. Capacity (AC) is the current fiscal year avoided capacity costs in \$/kWh

The Energy (AC), Transmission (AC) and Capacity (AC) avoided cost components are based on the Escanaba Electric Department's:

- Current and future energy and capacity contracts
- ATC Transmission costs
- Escanaba Solar Project hourly generation during annual co-incident and non-co-incident peak loads and monthly ATC co-incident peaks.

The Current Avoided Cost Rates are summarized in a Table at the website link.

For customers with Parallel Generation facilities in operation before July 1, 2021, the Escanaba Electric Department will continue to credit monthly excess generation at the standard retail rate, under which the customer purchases energy from the Escanaba Electric Department at Residential or Commercial electric rates, until the earlier of:

1. July 1, 2031, or
2. The date on which the customer changes the capacity or type of its parallel generation facilities.

Net Metering Monthly Billing Credits and Carry Forward

If, in any regular billing month, the Customer's Net Metering Credit is greater than the electric charges on the Customer's Bill for the Beneficiary Property, such excess Net Metering Credit may be carried forward over a 12 month settlement period which shall be measured, based on billing cycles for bills produced from January 1st to the following December 31st. During the Settlement period, any excess Net Metering Credit in a monthly billing cycle shall carry forward to the next monthly billing cycle. At the end of the Settlement 12 month period, any remaining Customer Net Metering Credit shall be zeroed out. Net Metering Agreement Credits shall have no redeemable value.

Net metering credits are nontransferable. Credits may only be used by the current owner of the property and only for the property where the Parallel Generation is installed. If a net metering customer sells their property, the credits will be zeroed out when the customer cancels their utility account.

Metering and Service

Monthly deliveries of electricity from the Escanaba Electric Department to customers, and excess energy supplied by the customer to the Escanaba Electric Department, shall be measured by a meter capable of tracking energy deliveries and energy receipts by a metering interval, typically 15 or 60 minutes. The meter will sum deliveries and receipts in separate registers. The specific meter shall be supplied by the Escanaba Electric Department at its discretion and expense.

Customer Obligation

The requirements for interconnecting Renewable Parallel Generation are contained in the Renewable Energy Net Metering Application. The Customer is obliged to complete the Application and submit it with a \$25 application fee for review and approval prior to interconnection of their generator to the Escanaba Electric Distribution system. All requirements specified in the Application must be met prior to commencing Renewable Parallel Generation service.

Renewable Energy Credits and Benefits

All renewable energy credits and benefits, emission allowances, or other renewable energy, air emissions or environmental benefits, for which the Customer's generation system qualifies under any existing or future applicable law, shall remain the property of the Customer.

Agenda Item: NB-1
Date: 06/17/2021

City Council Agenda Item Request

Date: June 7, 2021

Name: Gerald Pirkola

Department: Electric Department

Item: Solar Panel Purchase Program Depreciation Schedule

Meeting date requested: June 17, 2021

Explanation for request:

In June of 2020, Council approved reducing the cost of the Community Solar Facility panels to \$399 per panel. Administration recommends following the Exhibit C Solar Panel Depreciation Schedule year to year for the sale of the panels. Section 10 of the Solar Land License & Management Agreement will be updated to reflect the change in price each year moving forward.

Revised 05JUN20
City of Escanaba

SOLAR LAND LICENSE & MANAGEMENT AGREEMENT

Please fill out the information below.

Customer Name ("**Customer**"):

Utility Account Number:

Utility Account **Service Address** ("**Beneficiary Property**"):

Mailing Address:

TO BE COMPLETED BY CITY

Telephone: _____

Annual kWh _____

Email Address: _____

Total Paid \$ _____

Number of Requested Solar Energy Panels:

Cash/Check # _____

SOLAR LAND LICENSE & MANAGEMENT AGREEMENT

This license and management agreement ("Agreement") is entered into between the City of Escanaba, a Michigan municipal corporation, with offices at 410 Ludington Street, Escanaba, MI 49829; and **Customer**.

The parties agree to the following:

1. Overview. The **City of Escanaba** wishes to grant an irrevocable license to **Customer** for use of a portion of certain real property located at **3610 Airport Road**, Escanaba, MI, 49829, and described in **Exhibit A ("ESCANABA SOLAR PROJECT Site")** for the location of a solar panel or panels, owned by **Customer** on the site of a utility scale solar photovoltaic **ESCANABA SOLAR PROJECT**, to generate electricity for the benefit of **Customer's Beneficiary Property**. **Customer** wishes to contract with the City of Escanaba to manage maintenance, repair, and other related services described herein. City of Escanaba Electric Department customers will separately purchase solar panels ("**Customer Solar Property**") from the City of Escanaba on terms and at the price set by the City of Escanaba, and the City of Escanaba and/or its agents and subcontractors will install the panels and related facilities at the site, including a photovoltaic solar power system and all related equipment, apparatus, accessories, works and appurtenances (collectively referred to as the **ESCANABA SOLAR PROJECT or ESP**). The electrical production from **Customer's** solar panel(s) will be fed into the City of Escanaba electric grid and the City of Escanaba will issue credits for the electrical production from the **ESCANABA SOLAR PROJECT** in accordance with a formula under which credits will be allocated on a pro-rata basis among the customers to offset their electrical use.

2. Qualifying Customer. The purpose of the **ESCANABA SOLAR PROJECT** is to allow residents, businesses and other organizations in the City of Escanaba electrical service area, the benefits of owning a solar panel or panels for generating clean renewable solar energy to offset some of the Customer's electric usage by their home or business which may be generated from non-solar sources. Any financial benefit to the Customer from the **ESCANABA SOLAR PROJECT** is limited to the Solar Generation Credit which will be applied to the Customer's electric bill. No other financial benefit will be received by the Customer.

In order to qualify for the program, a Customer must:

- A. Own or lease real property in the City of Escanaba Electric service area with an Electric account in good standing, which property is identified as the Beneficiary Property;
- B. Agree to be subject to the terms of this Agreement; and
- C. Wish to purchase one or more panels in the **ESCANABA SOLAR PROJECT** to generate electricity, equivalent to or a portion of electricity consumed at that Customer's property address.

3. License. City of Escanaba grants a license to Customer for non-exclusive use of a portion of the **ESCANABA SOLAR PROJECT** Site for the purposes described in this Agreement, in the area designated by **ESCANABA SOLAR PROJECT** and as shown on Exhibit A.

4. Term. The license is irrevocable except as provided in this Agreement. The Agreement is effective on the date signed by both parties in 2019, and **shall terminate 25 years later, in 2044**, unless otherwise terminated at an earlier date in accordance with the terms of this Agreement.

For Agreements signed beyond 2019, the Agreement will terminate in 2044, less than 25 years. For example, for Agreements signed in 2020, the Agreement will terminate in 24 years no later than 12/31/2044.

5. Use: Customer Access. A designated portion of the **ESCANABA SOLAR PROJECT (ESP)** Site will be licensed to Customer for the purposes of the project, including installation of solar panel(s) purchased by Customer from the **ESP** and other Customer Solar Property. **ESP** shall not allow other use of the **ESP** Site that would interfere with Customer's license. Customer shall not have the right to enter the **ESP** Site except as authorized by the City of Escanaba Electric Department. The Customer agrees that the Customer shall not remove Customer Solar Property from the **ESP** Site for the duration of the Term without prior written approval of the **ESP**. The Customer may sell or transfer ownership of the Customer Solar Property subject to the terms of this Agreement.

6. Personal Property. Each customer's panel will be deemed as Personal Property and assigned an individual number designating its location within the **ESP** Site.

7. Project Management. The City of Escanaba agrees to act as manager and supervisor of the **ESP**, including managing and overseeing, constructing, installing, removing, replacing, reconstructing, maintaining, repairing, and operating a solar array project and the **ESP** Facility. These duties include without limitation the following:

7.1 City of Escanaba, directly or through other contractors, repairmen, or installers, will cause the construction of and all modifications to the **ESP** Facility necessary to operate the **ESP**.

7.2 City of Escanaba (and/or their designated service contractors) shall keep and maintain and operate the **ESP** Facility now or hereafter located on the Site in good condition and repair, sufficient to keep the **ESP** Facility and solar panels in good repair and operating condition. Any other provision of this agreement notwithstanding, "good repair and operating condition" shall not require the **ESP** to remove any snow from the solar panels and/or site.

7.3. City of Escanaba will ensure the construction and operation of the **ESP** Facility are sufficient to allow solar panels to generate electricity and are in material compliance with all applicable laws, rules, regulations, ordinances, permits, approvals and variances. **ESP** makes no warranty or guarantee about the amount of electricity that will be generated from the solar panels.

8. Solar Agreement Credit. Customer will receive a credit for the energy allocated to Customer from the **ESP** on Customer's City of Escanaba - Utility Account - Electric billing statement determined in accordance with this section.

8.1 Allocation of energy produced. The energy allocated to the Customer from the **ESP** shall be determined as a fractional share of the total energy produced by the **ESP**. The fraction shall consist of a numerator equal to the number of panels owned by the Customer and the denominator shall be the total number of panels in the **ESP**. This allocation shall be made monthly.

8.2 Value of energy produced. The energy allocated to the Customer from the **ESP** shall be credited against the Customer's bill for the Beneficiary Property by multiplying the energy allocation by the Billing Credit as defined below:

Billing Credit per kWh of Solar Generation:

Dates **\$/kWh**

1/1/2019 – 6/30/2019 .062

7/1/2019 – 6/30/2020 .074

7/1/2020 – 6/30/2021 .072

7/1/2021 – 6/30/2022 .064

7/1/2022 – 6/20/2023 .068

7/1/2023 – 6/30/2024 .070

7/1/2024 and beyond ~ 0.070 expected. Exact Billing Credit will primarily depend on future purchase contracts for energy and capacity.

Customer acknowledges the City of Escanaba will update and extend the Billing Credit as new future contracts are obtained, and the extended performance history of the **ESP is established. The Billing Credit is based on Avoided Costs after subtracting Operating and Maintenance Costs for the **ESP**.**

8.3 Application of Solar Agreement Credit. The Solar Agreement Credit shall be applied against Customer's electric bill at the Beneficiary Property as a separate credit on Customer's regular monthly electric bill. Charges for billing items other than energy charges shall be paid

by Customers as billed by the City of Escanaba on a monthly basis and shall not be eligible for offset by Solar Agreement Credits.

8.4 Excess Solar Agreement Credits. If, in any regular billing month, the Customer's Solar Agreement Credit is greater than the electric charges on Customer's bill for the Beneficiary Property, such excess Solar Agreement Credit may be carried forward over a 12-month settlement period which shall be measured based on billing cycles for bills produced from July 1st to June 30th. During such settlement period, any excess Solar Agreement Credit in a monthly billing cycle shall carry forward to the next monthly billing cycle. At the end of the settlement 12 month period, any remaining Solar Agreement Credit of the Customer shall be zeroed out. Solar Agreement Credits shall have no cash redeemable value

9. Insurance; Taxes; Fees. The City of Escanaba shall be responsible for carrying insurance at its expense during the Term sufficient to cover the replacement cost of the solar panel(s) and ESP Facility, and a Commercial General Liability policy insuring against liability for injury or death of a person or persons or damage to property occasioned by or arising out of or in connection with the ESP and use of the Site/Facility or activities thereon.

The City of Escanaba shall be responsible for payment of all permitting fees and real estate taxes, fees, and assessments associated with the ESP. Individual Customers shall be responsible for all personal property taxes associated with their Customer Solar Property.

10. Payment; RECs; Investment Tax Credit

10.1. Agreement Payments. Customer payments to The City of Escanaba for the use of a portion of the ESP Site and Facility on the terms and condition set forth herein shall be a one-time payment of \$407 per solar panel, to be paid for the Initial Term when Customer purchases the solar panel(s). This payment includes the cost of all ongoing maintenance, repairs, and related costs for the Term. (Reduced to \$399 per panel starting 6/5/20)

10.2. Renewable Energy Credits. By using renewable resources to produce electricity, the ESP becomes eligible for renewable energy certificates (RECs). A REC is created by every megawatt-hour of electricity generated from the ESP. The RECs generated from this project belong to the City of Escanaba. The economic value of the REC is included in the participant's Billing Credit.

10.3. Investment Tax Credit It is the sole responsibility of the Customer to take any steps necessary to determine Customer's eligibility and claim any tax credit to which Customer may be eligible for costs related to Customers solar panel(s). Customer has sole responsibility to determine Customer's eligibility for, or claim to, any tax credit or other benefit (other than the Solar Agreement Credit described in this Agreement) which may be available to Customer as a result of ownership of the Customer Solar Property.

10.4. No advice or warranty by the City of Escanaba regarding tax credits or other benefits. Customer acknowledges and agrees the City of Escanaba has not provided Customer

with any advice regarding any tax credit or other benefit of Customer's ownership of the Customer Solar Property. Further, Customer acknowledges and agrees the City of Escanaba has no responsibility for demonstrating Customer's eligibility for any tax credit or other benefit of Customer's ownership of the Customer Solar Property.

11. Assignment; Transfer

11.1. Transfer of Beneficiary Property and Customer Solar Property. If the Customer no longer owns or leases the Beneficiary Property, and the Customer sells the Customer Solar Property to the subsequent Beneficiary Property owner or lessee, the Customer may transfer and assign its rights and duties under this Agreement, subject to the terms of this Agreement. The assignee/ transferee must meet all qualifications to become a "Customer" in this Agreement and must sign a new agreement with the City of Escanaba assuming all obligations of the Customer and agreeing to comply with the terms of this Agreement, including application of this section to any future owners or lessees of the Beneficiary Property. The transfer or assignment is not effective until approved by the City of Escanaba in writing, which approval shall not be unreasonably withheld if the Transferee/Assignee meets the requirements in this Agreement. After an effective transfer by the Customer to an approved transferee/assignee, the Customer will thereafter be relieved of all liabilities and obligations pursuant to this Agreement that arise after the transfer date except to the extent that they arise out of the actions of the Customer.

11.2. The City of Escanaba Purchase of Customer Solar Property. Other than when the Customer is transferring ownership of the Customer Solar Property along with ownership or leasing rights to the Beneficiary Property as provided in Section 11.1, the City of Escanaba shall have the first right of refusal to purchase the Customer Solar Property according to the price listed in the depreciation schedule attached as Exhibit B, which the City of Escanaba may exercise at the following times: (i) at any time during the Term when Customer wishes to sell Customer Solar Property; (ii) at any time during the Term when the Customer notifies the City of Escanaba or the City of Escanaba becomes aware that the Customer no longer owns or leases the Beneficiary Property; OR (iii) effective on the date of the termination of the Term, provided that the City of Escanaba notifies Customer at least 30 and no more than 90 days prior to the termination of the Term that it intends to purchase the Customer Solar Property. Customer shall receive payment for Customer Solar Property within 30 days of the City of Escanaba exercising its right to purchase the Customer Solar Property. The Customer shall have no further right to payments under this Agreement for any solar panel purchased by the City of Escanaba. Exhibit C depreciation schedule is to be used for panels purchased after 6/5/20.

11.3. Other Customer Transfer. If a Customer no longer owns or leases the Beneficiary Property, or no longer owns Customer Solar Property, and the Customer's rights under this Agreement have not been transferred according to Section 11.1 or 11.2, then neither Customer nor the Customer's transferees or assignees will be entitled to any payments under this Agreement and the Customer shall return to the City of Escanaba any funds paid to the Customer from the date the Customer transferred ownership of Customer Solar Property or was no longer an owner or lessee of the Beneficiary Property.

11.4. City of Escanaba Assignment. The City of Escanaba may transfer or sell the **ESP Site** property and may assign rights and obligations under this Agreement to successors in interest without the prior consent of Customer, provided that the transferee/assignee assumes all responsibilities of **ESP** under this Agreement and the transfer/assignment is subject to the terms of this Agreement.

12. Agreement Termination/Suspension. The parties will have the right to terminate or suspend this Agreement only as provided in this section.

12.1. ESP Suspension. **ESP** may suspend the Customer's rights under this Agreement to receive solar agreement credits at any time if the Customer no longer owns or leases the Beneficiary Property and/or Customer Solar Property and the Customer has not received approval for a transfer of its rights as provided in Section 11, The Customer shall have no right to receive payments for electricity generated by the solar panel, as credits or otherwise, until or unless the Customer again owns or leases the Beneficiary Property or otherwise receives approval for a transfer pursuant to this Agreement.

12.2. Termination by Either Party. Any party may terminate the Agreement if the other party is in default under the Agreement and fails to take significant steps to substantially cure the default within 30 days of written notice by the other party.

13. Customer Acknowledgments. Customer agrees and acknowledges the following:

13.1. Subject to Customer Agreement. The Customer's use of the **ESP Site** is subject to the terms of this agreement and any other agreement made between Customer and **ESP**.

13.2. No Profit Expectation. Customer acknowledges and agrees that this license is not an investment and the Customer has not been promised or led to expect any profit from the **ESP**. Customer warrants and represents that Customer is entering into this Agreement and purchasing the Customer Solar Property for the Customer's personal benefit and use. Customer's purpose for entering into this Agreement is to generate "clean" electricity for the Customer's consumption and to support and participate in generating greener energy in the City of Escanaba service area.

14. Notices. Notices required by this Agreement shall be deemed effective when delivered at the written address provided for each party above; or other contact information provided in writing to the other party.

15. Effective Date. This Agreement shall be effective the date last signed by the parties.

16. Miscellaneous. This Agreement constitutes the entire agreement between the parties with respect to this subject matter and may only be amended in writing signed by the Customer and all parties affected by the amended term. If any provisions of this Agreement are determined to be illegal or unenforceable, then the remaining provisions shall nevertheless be binding with the same force and effect as if the illegal or unenforceable parts were deleted. The parties agree that this Agreement is governed by the laws of the State of Michigan and venue for any dispute arising out of or related to this Agreement shall be proper in Delta County, Michigan. This

Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

The parties agree to the foregoing:

Date: Customer(s) _____

By _____

Witness: _____

Date: City of Escanaba

By: _____

Witness: _____

EXHIBIT A
ESCANABA SOLAR PROJECT Site Map and Property Description

The ESCANABA SOLAR PROJECT address is 3610 Airport Road, Escanaba, MI 49829.

Part of SW ¼ of the NW ¼ of Section 1 T.38N., R.23W. And Part of SE1/4 of NE1/4 of Section 2 T.38N., R.23W City of Escanaba, Delta County, Michigan.



EXHIBIT B**Solar Panel Depreciation Schedule****Method: Straight Line Depreciation**

Year #	Year	Beginning Value	Depreciation Expense	Accumulated Depreciation	Ending Value
1	2019	407.00	16.28	16.28	390.72
2	2020	390.72	16.28	32.56	374.44
3	2021	374.44	16.28	48.84	358.16
4	2022	358.16	16.28	65.12	341.88
5	2023	341.88	16.28	81.4	325.60
6	2024	325.60	16.28	97.68	309.32
7	2025	309.32	16.28	113.96	293.04
8	2026	293.04	16.28	130.24	276.76
9	2027	276.76	16.28	146.52	260.48
10	2028	260.48	16.28	162.8	244.20
11	2029	244.20	16.28	179.08	227.92
12	2030	227.92	16.28	195.36	211.64
13	2031	211.64	16.28	211.64	195.36
14	2032	195.36	16.28	227.92	179.08
15	2033	179.08	16.28	244.2	162.80
16	2034	162.80	16.28	260.48	146.52
17	2035	146.52	16.28	276.76	130.24
18	2036	130.24	16.28	293.04	113.96
19	2037	113.96	16.28	309.32	97.68
20	2038	97.68	16.28	325.6	81.40
21	2039	81.40	16.28	341.88	65.12
22	2040	65.12	16.28	358.16	48.84
23	2041	48.84	16.28	374.44	32.56
24	2042	32.56	16.28	390.72	16.28
25	2043	16.28	16.28	407	0.00

Exhibit C					
Solar Panel Depreciation Schedule					
Method: Straight Line Depreciation					
Year #	Year	Beginning Value	Depreciation Expense	Accumulated Depreciation	Ending Value
1	2020	399.00	16.625	16.625	382.375
2	2021	382.38	16.625	33.250	365.750
3	2022	365.75	16.625	49.875	349.125
4	2023	349.13	16.625	66.500	332.500
5	2024	332.50	16.625	83.125	315.875
6	2025	315.88	16.625	99.750	299.250
7	2026	299.25	16.625	116.375	282.625
8	2027	282.63	16.625	133.000	266.000
9	2028	266.00	16.625	149.625	249.375
10	2029	249.38	16.625	166.250	232.750
11	2030	232.75	16.625	182.875	216.125
12	2031	216.13	16.625	199.500	199.500
13	2032	199.50	16.625	216.125	182.875
14	2033	182.88	16.625	232.750	166.250
15	2034	166.25	16.625	249.375	149.625
16	2035	149.63	16.625	266.000	133.000
17	2036	133.00	16.625	282.625	116.375
18	2037	116.38	16.625	299.250	99.750
19	2038	99.75	16.625	315.875	83.125
20	2039	83.13	16.625	332.500	66.500
21	2040	66.50	16.625	349.125	49.875
22	2041	49.88	16.625	365.750	33.250
23	2042	33.25	16.625	382.375	16.625
24	2043	16.63	16.625	399.00	0.000

City Council Agenda Item Request

Date: June 11, 2021

Name: Gerald Pirkola

Department: Electric Department

Item: Purchase of Annual RECs

Meeting date requested: June 17, 2021

Explanation for request:

Michigan's Renewable Portfolio Standard requires all electric utilities to generate 12.5% of their retail electricity sales from renewable energy resources for the 2020 calendar year. Since we don't generate enough electricity to meet the 12.5% requirement, we need to purchase Renewable Energy Credits (RECs) from other utilities. We need to purchase approximately 15,000 RECs to meet the requirements of the standard. Current pricing on RECs is between \$2.50 to \$2.75 per REC and the deadline for securing the RECs is June 30, 2021. Administration is seeking approval to purchase 15,000 RECs at a cost not to exceed \$41,250 (\$2.75/REC).

Agenda Item: NB-3
Date: 06/17/2021

City Council Agenda Item Request

Date: 06/10/2021

Name: Melissa Becotte

Department: Controller

Item: 2021/22 Property and Liability Insurance

Meeting date requested: 06/17/2021

Explanation for request:

Administration is seeking approval to purchase property and liability insurance coverage from the Michigan Municipal Risk Management Authority (MMRMA) in the amount of \$214,167. This item is in the 2021/22 budget. Backup documentation is not available at this time but will be forwarded once received.

Agenda Item: NB-4
Date: 06/17/2021

City Council Agenda Item Request

Date: June 10, 2021

Name: Patrick Jordan

Department: Administration

Item: Sale of property (Lot 1) to Northern Machine/John Liss

Meeting date requested: June 17, 2021

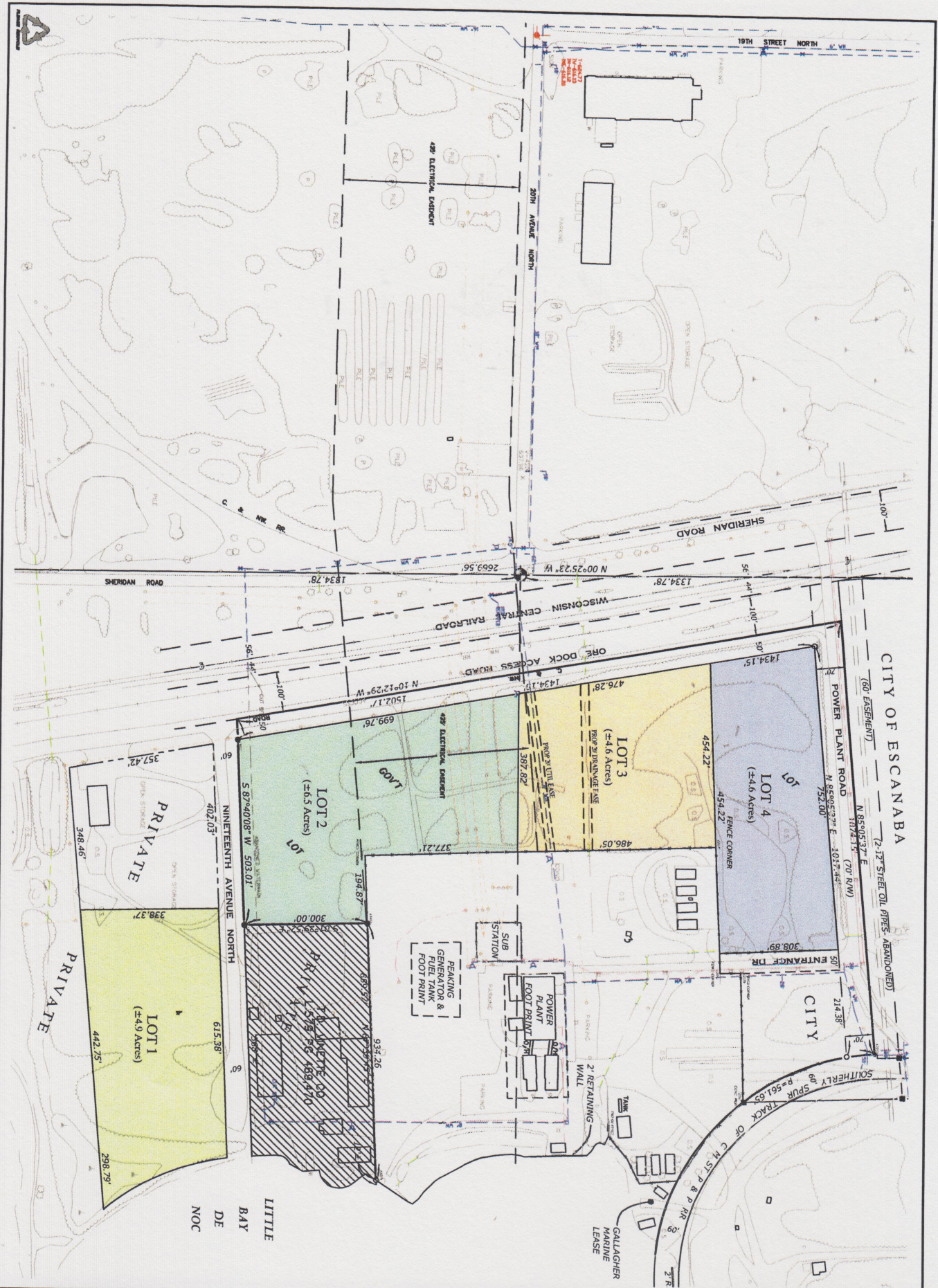
Explanation for request:

As we are preparing the closing documents to finalize the sale of Lots 2, 3 and the 1.54 Acres around the old Power Plant, John Liss expressed interest in closing on Lot 1 as well. On Jan 13, 2021, Council granted a 3-year extension on the 5-year option for Lot 1. Mr. Liss paid \$1,000 for the extension, to be considered part of the purchase price when the sale takes place. Agreed upon prices for properties are Lot 2-\$36,810, Lot 3-\$55,215, the 1.54 Acres- \$15,000, and Lot 1-\$60,737. Mr. Liss paid \$11,702.50 on January 20, 2021 as 10% down on all but Lot 1, and \$1,000 down on the Lot 1 extension.

ACTION	OPTION	PURCHASE	PURCHASE
LOT	1	2	3
PARCEL ID	420-2918-400-012	420-2918-400-016	420-2918-400-015
ACRES	4.95	3	4.5
FRONTAGE	493	453	440
DEPTH	320	300	415
WATERFRONT	YES	NO	NO
MDEQ RESTRICTIONS	NO	YES	YES
VALUE	\$ 60,737	\$ 36,810	\$ 55,215
		VALUE LOTS 2 & 3	\$ 92,025

COMPARABLE PROPERTIES (From Government to Private)					
Parcel ID	Address	Date	Sale Price	Net Acres	\$/Acre
051-420-3501-300-021	3525 AIRPORT RD	4/9/2014	\$ 49,005.00	5.1	\$ 9,609
051-420-3501-300-024	3625 AIRPORT RD	5/29/2019	\$ 75,300.00	5.1	\$ 14,765
051-420-2814-395-006	3801 19TH AVE N	4/24/2019	\$ 24,500.00	1.97	\$ 12,437
				AVG	\$ 12,270

Lot sizes are estimates. The Assessor's Office does not have a survey on file. MDEQ restrictions do not appear to be too restrictive to the highest and best use of the property.



<p>PROJECT TITLE</p> <p>SHEET TITLE</p>	<p>POWER PLANT GREEN ZONE AREAS</p> <p>PREPARED BY CITY OF ESCANABA ENGINEERING DEPARTMENT 400 LUMBERTON STREET ESCANABA, MICHIGAN 49829 PHONE 735-1342 or 735-3748 FAX: 735-3748</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>REV</th> <th>DATE</th> <th>DESCRIPTION</th> <th>BY</th> <th>CHK'D</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	REV	DATE	DESCRIPTION	BY	CHK'D											
REV	DATE	DESCRIPTION	BY	CHK'D														

THIS CHECK IS VOID WITHOUT A BLUE & GREEN BACKGROUND AND AN ARTIFICIAL WATERMARK ON THE BACK - HOLD AT AN ANGLE TO VIEW



1001 West Baraga Ave.
Marquette, Michigan 49855
906.228.7080

74-7284
2911

No. 0000569385

OFFICIAL CHECK

DATE
01/20/21

*** Eleven Thousand Seven Hundred Two Dollars and 50 Cents ***

PAY EXACTLY **11,702 Dollars 50 Cents**

\$11,702.50

TO THE ORDER OF CITY OF ESCANABA

EMBERS CREDIT UNION

REF RE: JON LISS

Jon Liss
PRESIDENT/CEO

AUTHORIZED SIGNATURE

SIGNATURE HAS A COLORED BACKGROUND • BORDER CONTAINS MICROPRINTING



00000000005911

- \$1,000 Lot 1 extension
- \$10,705.50 10% of
Lot 2, 3 + 1.54 acres

Agenda Item: NB-1
Date: 01/21/2021

City Council Agenda Item Request

Date: 13JAN21

Name: Mike Furmanski

Department: Electric

Item: Selling land near old power plant

Meeting date requested: 21JAN21

Explanation for request:

On June 14, 2017 at a joint City Council and Electric Advisory Committee meeting, a motion was passed which directed that negotiations continue regarding the sale of 1.54 acres of land near the former power plant. At that time, there was an active substation on this property that was being used. Now, all assets of the City have been removed and the sale should close. The City Council motion from 2017 stipulates that this item should be brought back before City Council for final approval. I am seeking final City Council approval.

OFFICIAL PROCEEDINGS
CITY COUNCIL
ELECTRICAL ADVISORY COMMITTEE
CITY OF ESCANABA, MICHIGAN
Special Joint Meeting
Wednesday, June 14, 2017

Pursuit to a meeting notice posted June 9, 2017, Mayor Marc D. Tall called the meeting to order at 4:04 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, and Michael R. Sattem.

Absent: Patricia A. Baribeau.

Sattem moved, Blasier seconded, **CARRIED UNANIMOUSLY**, to excuse Council Member Baribeau.

Present: Electrical Advisory Committee (EAC) Members: Chairperson Tim Wilson, John Anthony, Glendon Brown, and John Mellinger.

Absent: Ann Bissell.

Also Present: City Manager James V. O'Toole, City Clerk Robert S. Richards, Electric Superintendent Mike Furmanski, and members of the public and media.

ADJUSTMENTS TO THE AGENDA

Beauchamp moved, Sattem seconded, **CARRIED UNANIMOUSLY**, to approve the Joint City Council & Electrical Advisory Committee Agenda as submitted.

CONFLICT OF INTEREST – None

NEW BUSINESS

Update – Electric Department –General Operations.

Electric Superintendent Mike Furmanski provided an update on departmental operations which included Pole Testing, discussion on a 2-3 year outage report, advised staff started on a new commercial service account.

Update – North Side Substation Construction.

Electric Superintendent Mike Furmanski provided an update on the construction and commission of the North Side Substation and issue with reclosures.

Approval – Northshore Substation Upgrade.

Electric Superintendent Mike Furmanski sought Council approval to retain Krause Power Engineering of Chippewa Falls, WI in an amount not to exceed \$100,000 to perform the engineering design work and project administration and oversight needed to upgrade the existing substation into a permanent installation. The funds for this professional services agreement were budgeted in the upcoming fiscal year budget.

NB-3 After consulting with the Electrical Advisory Committee Members, Blasier moved, Sattem seconded, to retain Krause Power Engineering of Chippewa Falls, WI in an amount not to exceed \$100,000 to perform the engineering design work and project administration and oversight needed to upgrade the existing substation into a permanent installation.

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

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

MOTION CARRIED.

Approval – Ford River Township - Breezy Point Distribution Line Upgrade.

Electric Superintendent Mike Furmanski sought Council approval to retain Krause Power Engineering of Chippewa Falls, WI in an amount not to exceed \$15,000 to perform engineering design work to replace the existing distribution lines currently in place located in the Ford River area. The funds for this professional services agreement were budgeted in the upcoming fiscal year budget.

NB-4 After consulting with the Electrical Advisory Committee Members, Beauchamp moved, Sattem seconded, to approve to retain Krause Power Engineering of Chippewa Falls, WI in an amount not to exceed \$15,000 to perform engineering design work to replace the existing distribution lines currently in place.

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

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

MOTION CARRIED.

Update – City-Owned Property Sale – Far Northside Adjacent to the Former Power Plant.

Administration led a discussion on the possible sale of a piece of property adjacent to

Joint City Council & Electrical Advisory Minutes
June 14, 2017 – cont.

the former power plant property.

Jon Liss, owner of Northern Machining & Repair/Dun Yet Enterprises LLC, addressed Council and explained their proposed use of the City property.

After discussion, Blasier moved, Beauchamp seconded, **CARRIED UNANIMOUSLY**, to enter into negotiations with Jon Liss of Northern Machining & Repair/Dun Yet Enterprises, LLC. for the sale of City-Owned Property – Far Northside Adjacent to the Former Power Plant, and bring back to City Council for final approval.

Update – Solar Generation Project.

Electric Advisory Committee Member Glendon Brown provided an update on the potential solar project for the City. Primary discussion was on two potential property locations. (See Attachment – A)

- Question Administration whether the City would need to participate on the property remediation if purchased;
- Solar Farm was a potential best use for the site;
- City could enter into its own Brownfield Site and possible City reimbursement;
- Reviewed adjacent property owners;
- There was enough time to run down legal opinions regarding the proposed BP site.

After further discussion, it was the consensus of the Electric Advisory Committee and City Council for City Administration to contact a Lawyer and Environmental consultant before entering into a purchase of the proposed BP property.

GENERAL PUBLIC COMMENT – None

COUNCIL/COMMITTEE, STAFF REPORTS

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

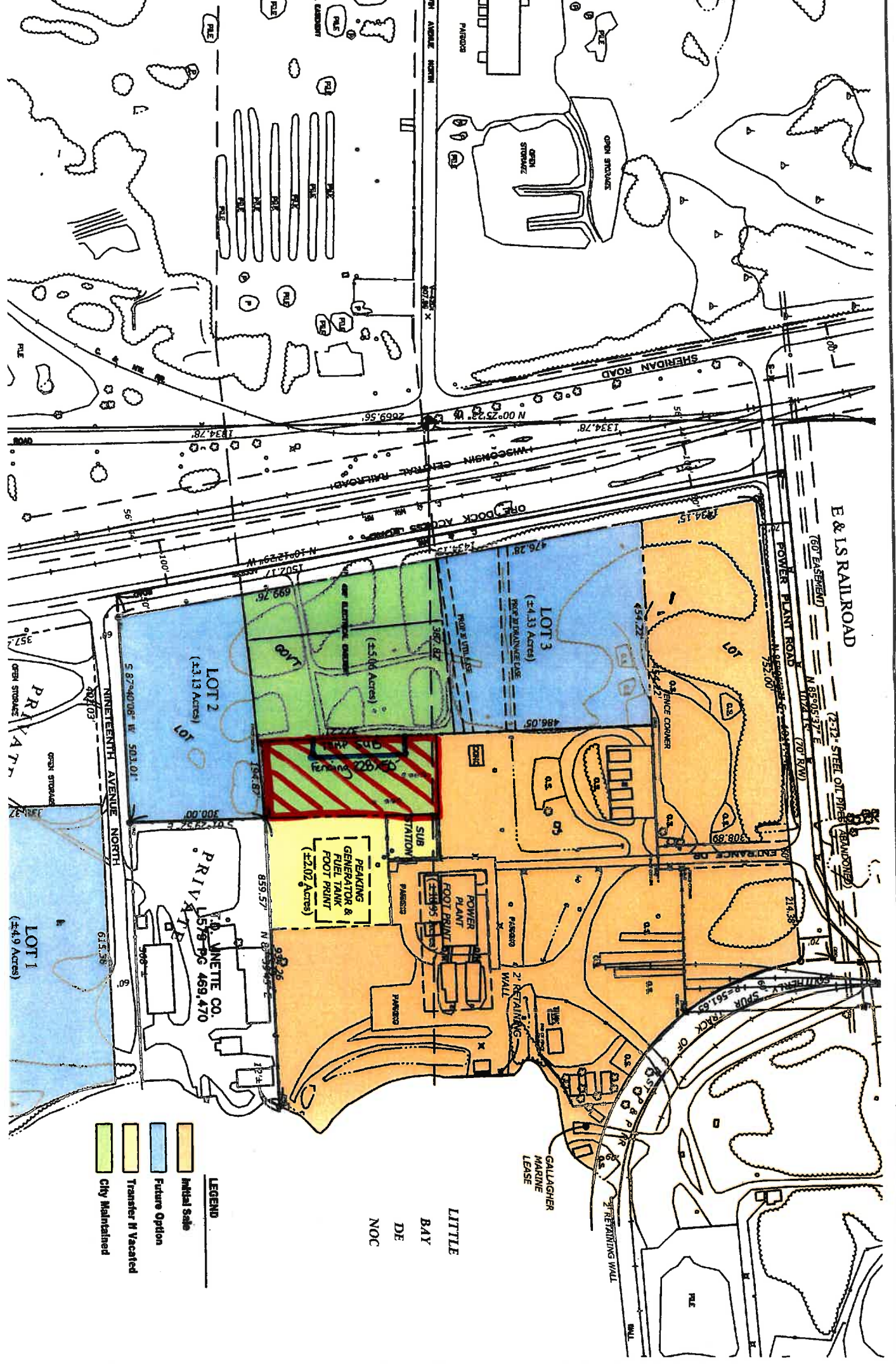
ADJOURNMENT

Hearing no further public comment, or further reports from the Electrical Advisory Committee or Council, the meeting adjourned at 5:20 p.m.

Respectfully submitted,

Robert S. Richards, CMC
City Clerk

Approved: _____
Marc D. Tall, Mayor



- LEGEND**
- Initial Sale
 - Future Option
 - Transfer if Vacated
 - City Maintained

LITTLE
BAY
DE
NOC

**POWER PLANT
GREEN ZONE AREAS**

CITY OF ESCANABA
 200 W. WASHINGTON ST. ESCANABA, MICHIGAN 49829
 517.339.2222 FAX 517.339.2222



REV.	DATE	DESCRIPTION	BY	CHECK

JOB NUMBER	17126-1706
SURVEY FOR	DUN YET ENTERPRISES LLC
SUBJECT	PROPERTY DIVISION
DATE OF SURVEY	JUNE 08, 2017
DATE OF MAPPING	JUNE 08, 2017

CERTIFICATE OF SURVEY TO:

DUN YET ENTERPRISES LLC

I, TERENCE S. WANIC, A PROFESSIONAL SURVEYOR IN THE STATE OF MICHIGAN, HEREBY CERTIFY; THAT I HAVE MADE A SURVEY OF THE ABOVE DESCRIBED LANDS, THAT IRON MONUMENTS, TOGETHER WITH THOSE FOUND HAVE BEEN PLACED OR LOCATED AT THE POSITIONS INDICATED HEREON, THAT THERE ARE NO VISIBLE PHYSICAL ENCROACHMENTS EITHER WAY ACROSS PROPERTY LINES, EXCEPT AS SHOWN, THAT THE RELATIVE ERROR OR CLOSURE OF THE UNADJUSTED FIELD MEASUREMENTS OF THE SURVEY IS LESS THAN THE RATIO OF 1 PART IN 10,000.

Terence S. Wanic 6/8/17
 TERENCE S. WANIC, Professional Surveyor No. 44296

SHEET 1 OF 2 SHEETS



COPY

DAVIS WANIC

1410 Ludington Street
 Escanaba, Michigan 49829
 Phone (906)786-1755,
 Fax 786-6487
 info@daviswanic.com

LAND SURVEYORS, P. C.

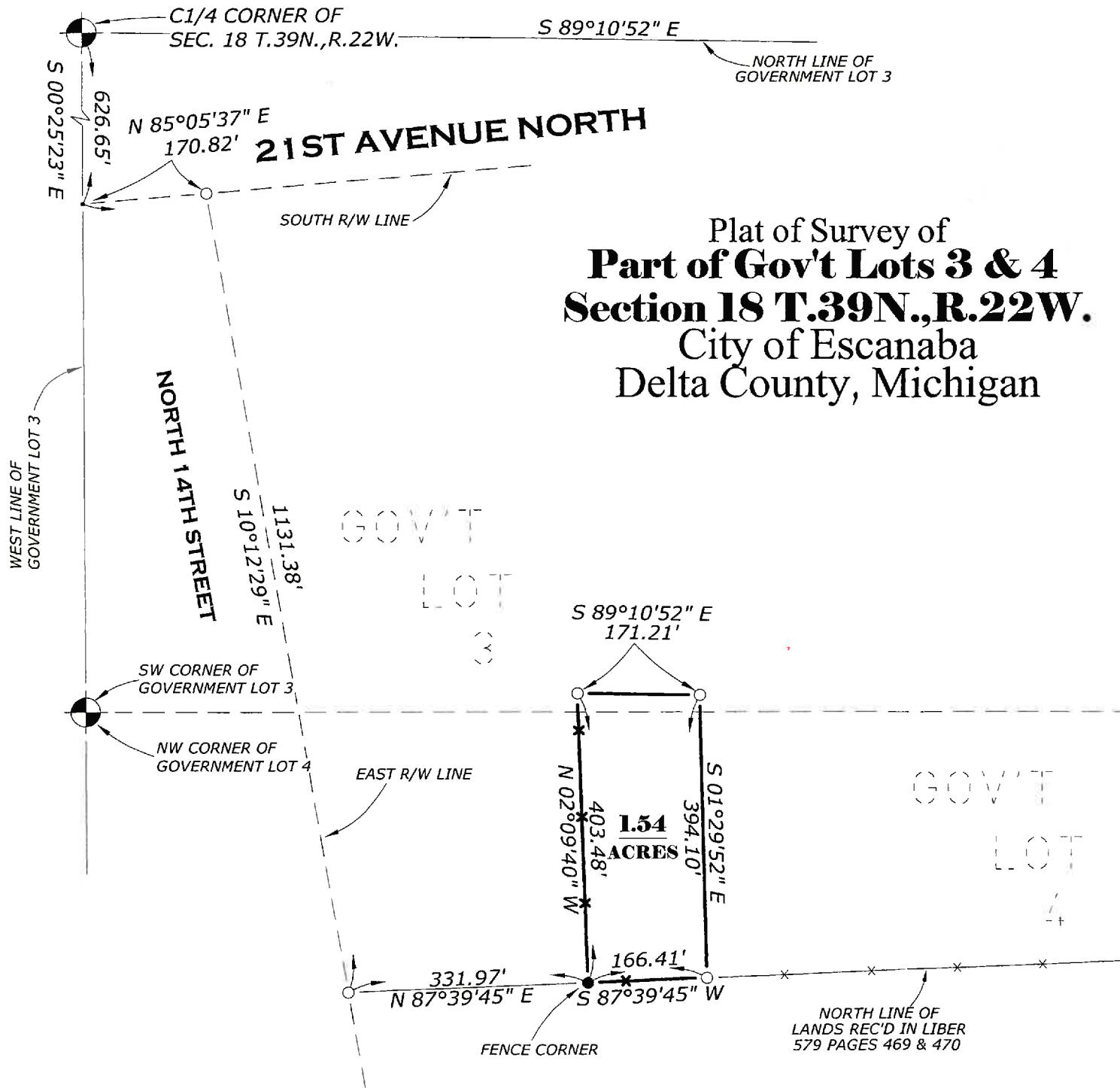
LEGEND

	INDICATES A LINE NOT DRAWN TO SCALE
	IRON MONUMENTS SET
	IRON MONUMENTS FOUND
	CONC. MONUMENTS SET
	CONC. MONUMENTS FOUND
	CHISELED CROSS IN CONCRETE
	MEASURED DISTANCE AND/OR BEARING
	RECORDED DISTANCE AND/OR BEARING
	SECTION CONTROL CORNERS

**Plat of Survey of
 Part of Gov't Lots 3 & 4
 Section 18 T.39N., R.22W.
 City of Escanaba
 Delta County, Michigan**



LITTLE
 BAY
 DE
 NOC



Plat of Survey of
Part of Gov't Lots 3 & 4
Section 18 T.39N., R.22W.
 City of Escanaba
 Delta County, Michigan

PROPERTY DESCRIPTION:

FROM THE C1/4 CORNER OF SECTION 18 T.39N., R.22W. MEASURE S.00°25'23"E. ALONG THE WEST LINE OF GOVERNMENT LOT 3 OF SAID SECTION A DISTANCE OF 626.65 FEET TO THE INTERSECTION OF THE SAID WEST LINE WITH THE SOUTH RIGHT-OF-WAY LINE OF 21ST AVENUE NORTH, THENCE MEASURE N.85°05'37"E. ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 170.82 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT-OF-WAY LINE WITH THE EAST RIGHT-OF-WAY LINE OF NORTH 14TH STREET, THENCE S.10°12'29"E. ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 1131.38 FEET TO THE NORTH LINE OF LANDS RECORDED IN LIBER 579 ON PAGES 469 & 470 OF DELTA COUNTY RECORDS, THENCE N.87°39'45"E. ALONG SAID NORTH LINE A DISTANCE OF 331.97 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED, THENCE N.02°09'40"W. A DISTANCE OF 403.48 FEET, THENCE S.89°10'52"E. PARALLEL WITH THE NORTH LINE OF GOVERNMENT LOT 3 OF SAID SECTION A DISTANCE OF 171.21 FEET, THENCE S.01°29'52"E. A DISTANCE OF 394.10 FEET TO SAID NORTH LINE OF LANDS DESCRIBED IN LIBER 579 ON PAGE 469 & 470, THENCE S.87°39'45"W. ALONG SAID NORTH LINE A DISTANCE OF 166.41 FEET TO THE POINT OF BEGINNING, CONTAINING 1.54 ACRES.

JOB NUMBER	17126-1706
SURVEY FOR	DUN YET ENTERPRISES LLC
SUBJECT	PROPERTY DIVISION
DATE OF SURVEY	JUNE 08, 2017
DATE OF MAPPING	JUNE 08, 2017

CERTIFICATE OF SURVEY TO:

DUN YET ENTERPRISES LLC

I, TERENCE S. WANIC, A PROFESSIONAL SURVEYOR IN THE STATE OF MICHIGAN, HEREBY CERTIFY; THAT I HAVE MADE A SURVEY OF THE ABOVE DESCRIBED LANDS, THAT IRON MONUMENTS, TOGETHER WITH THOSE FOUND HAVE BEEN PLACED OR LOCATED AT THE POSITIONS INDICATED HEREON, THAT THERE ARE NO VISIBLE PHYSICAL ENCROACHMENTS EITHER WAY ACROSS PROPERTY LINES, EXCEPT AS SHOWN, THAT THE RELATIVE ERROR OR CLOSURE OF THE UNADJUSTED FIELD MEASUREMENTS OF THE SURVEY IS LESS THAN THE RATIO OF 1 PART IN 10,000.

Terence S. Wanic 6/8/17

TERENCE S. WANIC, Professional Surveyor No. 44296

SHEET 2 OF 2 SHEETS



COPY

DAVIS WANIC

LAND SURVEYORS, P. C.

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 Phone (906)786-1755,
 Fax 786-6487
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LEGEND

- INDICATES A LINE NOT DRAWN TO SCALE
- IRON MONUMENTS SET
- IRON MONUMENTS FOUND
- CONC. MONUMENTS SET
- CONC. MONUMENTS FOUND
- ⊕ CHISELED CROSS IN CONCRETE
- (M) MEASURED DISTANCE AND/OR BEARING
- (R) RECORDED DISTANCE AND/OR BEARING
- ⊕ SECTION CONTROL CORNERS

Agenda Item: NB-5
Date: 06/17/2021

City Council Agenda Item Request

Date: 06/11/2021

Name: Patrick Jordan

Department: Administration

Item: Resolution of Support-Bonifas Art Center-2022 Music Mondays Summer Concerts

Meeting date requested: 06/17/2021

Explanation for request:

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

RESOLUTION 21-14

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

AT A MEETING OF THE CITY COUNCIL OF THE CITY OF ESCANABA, MICHIGAN, HELD ON JUNE 17, 2021

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

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

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

WHEREAS, the City has an excellent partner in the Bonifas Arts Center to successfully organize and promote community events, and promote cultural tourism and sponsor area musicians through public concerts;

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

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

NOW, THEREFORE, BE IT HEREBY PROCLAIMED by the City Council of the City of Escanaba, Michigan, that the grant application should be made to the Michigan Council for Arts and Cultural Affairs for the August 3, 2021 deadline.

Ayes:

Nays:

RESOLUTION DECLARED ADOPTED."

Agenda Item: NB-6
Date: 06/17/2021

City Council Agenda Item Request

Date: June 14, 2021

Name: Roxanne Spencer

Department: Planning & Zoning

Item: Letter of Support - Bridge Builders Grant Application

Meeting date requested: June 17, 2021

Explanation for request:

Administration is seeking a Letter of Support from City Council to include with its application for a Bridge Builders Main Street microgrant that would be used to hold a charette event to gather public input in designing a more resilient streetscape along Ludington Street.

The event would be in partnership with CUPPAD, the DDA, and local businesses and artists. Results of the charette would be incorporated into various city plans, and serve as a basis for additional grant applications in the future.



June 17, 2021

Michigan Municipal League
1675 Green Road
Ann Arbor, MI 48705

Dear Grant Reviewers,

The Escanaba City Council is eager to provide its support for the MML Bridge Builders Microgrant proposal from the City of Escanaba, the *Resilient Ludington Street* project.

The City has had longstanding goals for reimagining Ludington Street, our main street which is recognized as the Escanaba Central Historic District. The corner of Ludington and Stephenson Avenues form a three-way intersection along the corridor that connects Escanaba's downtown and commercial districts. The Bridge Builders program offers an excellent opportunity to help us create a unique and interactive experience for residents and visitors alike while helping local businesses and artists gain more visibility. It is also an opportunity for the City to engage and solicit feedback from our residents for the future of their downtown main street.

We propose to do this by demonstrating enhanced placemaking features in our downtown, by creating new spaces for outdoor dining, public art, and holding an outdoor design charrette for the future of our Ludington Street. We believe it will turn this intersection into a place people would like to be, attracting foot traffic with live music, interactive art making activities, and concepts for the future design of Ludington Street. We will solicit feedback on renderings of potential design features for an economically and environmentally resilient Ludington streetscape and incorporate this feedback into future plans. We are eager to transform this area into something authentic and sustaining as a result of the community's character and vision.

If successful, this will be a launch point for the *Resilient Ludington Street* project and hope it will inspire other businesses and be a spark for future grant opportunities to redevelop the corridor. Thank you for your consideration.

Sincerely,

Marc D. Tall, Mayor
On behalf of the Escanaba City Council



Mission Statement

Enhancing the enjoyment and livability of our community by providing quality municipal services.
The City of Escanaba is an equal opportunity employer and provider.



Bridge Builders 2021 Microgrants Program Details and Eligibility

In 2020 the MML Foundation launched the Bridge Builder microgrants to support innovative work that intentionally & creatively brings people together, while socially distant, and repairs broken relationships in the community.

In 2021, the program will offer two categories for funding:

- 1) The Neighborhood Microgrants will offer ten \$500 grants across the state.
- 2) The Main Streets Microgrants will offer grants of \$5,000 in four pilot communities. These grants are sponsored by the DTE Energy Foundation.

Visit www.mmlfoundation.org/grants for details on eligibility.

The Bridge Builders Project began with a pilot in 2020 in response to the COVID-19 pandemic. The microgrant program launched was intended to encourage the acts of creativity, selflessness, and connection that we were seeing in Michigan in response to the isolation caused by the COVID-19 pandemic

Building upon the success of the 2020 Bridge Builders microgrant program and thanks to the generosity of the DTE Energy Foundation, the MML Foundation is expanding the Bridge Builders microgrant program to include small businesses in 2021. This year, we have an opportunity to re-emerge from the pandemic as co-creators of the future we want to see. We invite Michigan residents, businesses, and artists to imagine a future for their communities where trust and belonging thrive, individuals' well-being is valued, and diversity and culture are celebrated community assets.



Main Street Microgrants Program Details

Awards of up to \$5,000 will be given to four communities to engage locally owned businesses and artists in creating new public space improvements, art installations, cultural events, and more to increase visibility for local businesses and bring people back to downtowns and commercial corridors this summer and fall.

The Bridge Builders microgrants for small businesses and artists will result in real economic gain for businesses artists, and residents while strengthening social connections and physically transforming communities. Local businesses and artists are critical to the social and cultural fabric of any community. This program is intended to build bridges across the divides created by race, class, age, and more. Priority will be given to projects that engage artists and business owners that bring a diversity of experiences and perspectives that reflect the many facets of every community.

The Main Street Microgrants are sponsored by the DTE Energy Foundation.



Grant Details

Four \$5,000 awards will be made.

Important Dates

- April 23 – Informational webinar on how to apply
- April 30 – applications open
- June 21 – applications close
- June – semi-finalists are selected by review committee
- Mid-July – Voting Opens for Two Weeks
- Early-August – final award decisions are made by external review committee
- Mid-August – awards are disbursed to grantees
- August – November – implementation period for finalists

Who May Apply

- DDA's, Chambers of Commerce, Commercial Improvement Districts, Commercial Corridor Associations
- Groups of at least 3 businesses and at least 1 artist within a walkable commercial/downtown district

Grant Requirements

- Applicants must be in MML member communities
- Dollars must be used for new placemaking projects and space activating activities within a compact radius (roughly 4-block radius)
- DDA's and Commercial Improvement Districts **MUST INCLUDE** locally owned businesses within their district in the application process
- Applicants **MUST IDENTIFY AND INCLUDE** a lead artist(s) in the application process and work with them in implementing their project. Artists can be visual, performing, or 3-D artists, poets, dancers or any other kind of artist recognized as an "artist" by a museum or by their mother.
- Applicants **MUST SELECT** a lead business/organization to receive, track, and administer funds
- Applicants must secure letter of support from local government entity
- Priority will be given to applications that celebrate the community's diversity including generational, racial, cultural, economic, and more
- Applicants must also waive the right for the MML Foundation to use their photos and information about their projects in educational materials, promotions, etc.

What Kinds of Projects "Fit" this Program

- Events that promote and active and engaged citizenry
- Micro-placemaking activities that elevate cultural traditions using arts and creative expression
- Participatory, interactive projects
- Performative pieces (e.g. theater in parking lots, street musicians)
- Creative wayfinding signage
- Storefront windows as gallery displays
- Novel street furniture
- Tours (self-guided or otherwise) that celebrate local history, culture, art, businesses, etc.
- This is not an exhaustive list, just a list to help generate ideas! Get more inspiration at <https://springboardforthearts.org/programs/irrigate/>

Projects that Don't "Fit" this Program

- Elementary/middle/high school art shows
- Legislative or partisan political activities
- Loans
- Routine maintenance of public spaces
- Protests*
- Anything that glorifies violence or promotes hate, discrimination, or exclusion

**The MML Foundation fully supports the right to protest and firmly stands in solidarity with those protesting police brutality, however, we cannot fund protests.*