



CITY COUNCIL
MEETING AGENDA
July 15, 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, July 15, 2021, at 7:00 p.m.

CALL TO ORDER

ROLL CALL

INVOCATION/PLEDGE OF ALLEGIANCE

APPROVAL/CORRECTION(S) TO MINUTES – Regular Meeting – July 1, 2021

APPROVAL/ADJUSTMENTS TO THE AGENDA

CONFLICT OF INTEREST DECLARATION(S)

BRIEF PUBLIC COMMENT(S)

PUBLIC HEARINGS – None

UNFINISHED BUSINESS – None

NEW BUSINESS

1. Approval – Renewal of Contract with Delta County Prosecutor - Administration.

Explanation: Administration is seeking Council approval to renew the City of Escanaba contract with Delta County for Prosecution services for City Misdemeanors, provided by the Delta County Prosecutor.

2. Approval – Delta County Historical Society Agreement - Controller.

Explanation: Administration is seeking approval to renew a service agreement with the Delta County Historical Society. Money is in the budget for this expenditure.

3. Approval – Continuation of Contract with City Attorney.

Explanation: Under Chapter II, Section 15 of the City Charter of the City of Escanaba, the City Manager shall be responsible for the appointment of the City Attorney. Chapter II, Sections 20 and 21 of the City Charter of the City of Escanaba proscribe the qualifications and duties of the City Attorney John M.A. Bergman of Nastoff & Bergman, for another year beginning July 1, 2021, through June 30, 2022.

4. Closed Session – Closed Session at the Attorney's Request – Administration.

Explanation: Closed session to discuss possible litigation at the request of our Attorney.

APPOINTMENTS

BOARD, COMMISSION, AND COMMITTEE REPORTS

GENERAL PUBLIC COMMENT

ANNOUNCEMENTS

ADJOURNMENT

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, July 1, 2021**

The meeting was called to order by the Honorable Mayor Marc D. Tall at 7:01 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, Karen S. Moore, and Peggy O'Connell

Absent: None

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.

O'Connell moved, DuBord seconded, **CARRIED UNANIMOUSLY**, to approve Regular Meeting minutes from June 17, 2021, as submitted.

ADJUSTMENTS TO THE AGENDA

O'Connell moved, DuBord 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 – Policy Update – Hardship Exemption – Assessor.

Administration requested the City Council approve the revised Hardship Exemption Policy and Asset Level Test. The existing policy has been in place since 2007, and is no longer compliant due to recent legislative changes.

NB-1 Blasier moved, O'Connell seconded, to approve the revised Hardship Exemption Policy and Asset Level Test.

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

Ayes: Blasier, O'Connell, Moore, DuBord, Mayor Tall

Nays: None

MOTION CARRIED.

NB-2 Approval – Community Preservation Officer – EPSD.

Escanaba Public Safety requested the part-time Community Preservation Officer be considered being moved to a full-time position.

NB-2 Blasier moved, O’Connell seconded, to approve the part-time Community Preservation Officer to a full-time position.

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

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

MOTION CARRIED.

NB-3 Approval – Excess Worker’s Comp Quote – HR Director/Treasurer.

Administration requested approval of the Excess Worker’s Comp Quote from Midwest for the upcoming year.

NB-3 O’Connell moved, Moore seconded, to approve of the Excess Worker’s Comp Quote from Midwest for the upcoming year.

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

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

MOTION CARRIED.

NB-4 First Reading of Ordinance No. 1251, An Ordinance to Amend Chapter XIX of Appendix A as Codified Under the Code of Ordinances, and Setting the Date of Thursday, August 5, 2021, for the Second Reading, Public Hearing, and Adoption – Planning & Zoning.

Administration requested the City Council to consider this the first reading of Ordinance No. 1251, An Ordinance to Amend Chapter XIX of Appendix A as Codified under the Code of Ordinances – Section 1907.1.O. regarding canopy regulations be removed from the zoning ordinance. Administration requested that the City Council set August 5, 2021, for the second reading, public hearing and adoption of Ordinance No. 1251.

NB-4 Blasier moved, DuBord seconded, to consider this the first reading of Ordinance No. 1251, An Ordinance to Amend Chapter XIX of Appendix A as Codified under the Code of Ordinances – Section 1907.1.O. regarding canopy regulations be removed from the zoning ordinance and to set August 5, 2021, for the second reading, public hearing and adoption of Ordinance No. 1251.

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

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

MOTION CARRIED.

NB-5 First Reading of Ordinance No. 1252, An Ordinance to Amend Chapter XXI of Appendix A as Codified Under the Code of Ordinances, and Setting the Date of Thursday, August 5, 2021, for the Second Reading, Public Hearing, and Adoption – Planning & Zoning.

Administration requested the City Council to consider this the first reading of Ordinance No. 1252, An Ordinance to Amend Chapter XXI of Appendix A as Codified under the Code of Ordinances – Chapter 21 – Central Retail Commercial District. Administration requested that the City Council set August 5, 2021, for the second reading, public hearing and adoption of Ordinance No. 1252.

NB-5 DuBord moved, O’Connell seconded, requested the City Council to consider this the first reading of Ordinance No. 1252, An Ordinance to Amend Chapter XXI of Appendix A as Codified under the Code of Ordinances – Chapter 21 – Central Retail Commercial District and to set August 5, 2021, for the second reading, public hearing and adoption of Ordinance No. 1252.

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

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

MOTION CARRIED.

NB-6 Approval – Rerouting Communication Utilities at Wastewater Plant – Wastewater.

- a) Administration requested authorization to hire CCI Systems of Iron Mountain, MI, to reroute and install three new conduits from the pole to the brick administration building for our Fiber, AT&T, and Charter Communications wires at a cost not to exceed \$14,000.00.

NB-6a Moore moved, Blasier seconded, to approve to hire CCI Systems of Iron Mountain, MI, to reroute and install three new conduits from the pole to the brick administration building for our Fiber, AT&T, and Charter Communications wires at a cost not to exceed \$14,000.00.

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

Ayes: Moore, Blasier, DuBord, O'Connell, Mayor Tall

Nays: None

MOTION CARRIED.

b) Administration requested authorization to make funds available for completing the remaining work or rerouting these communication wires within the brick administration building for AT&T, Charter, and other items in and to the utility room, in an amount not to exceed \$6,000.00.

NB-6b Moore moved, Blasier seconded, to approve to make funds available for completing the remaining work or rerouting these communication wires within the brick administration building for AT&T, Charter, and other items in and to the utility room, in an amount not to exceed \$6,000.00.

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

Ayes: Moore, Blasier, DuBord, O'Connell, Mayor Tall

Nays: None

MOTION CARRIED.

NB-7 Approval – Conduct Lead Service Line Replacements – Water.

Administration requested authorization to retain & hire any contractor to install a water service, who is licensed and insured to conduct this type of work, at the rate of \$2,800.00 for half a service or \$5,600.00 for an entire service per site or address, which is deemed necessary by the Water Department.

NB-7 O'Connell moved, Blasier seconded, approved to retain & hire any contractor to install a water service, who is licensed and insured to conduct this type of work, at the rate of \$2,800.00 for half a service or \$5,600.00 for an entire service per site or address, which is deemed necessary by the Water Department.

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

Ayes: O'Connell, Blasier, Moore, DuBord, Mayor Tall

Nays: None

MOTION CARRIED.

NB-8 Approval – Street Closure Request – Private Party – Administration.

Administration sought City Council approval to close a portion of 13th Avenue South, from Lake Shore Drive to the alley entrance on July 9th from 6:00p.m. to midnight.

NB-8 O’Connell moved, Blasier seconded, **CARRIED UNANIMOUSLY**, to approve to close a portion of 13th Avenue South, from Lake Shore Drive to the alley entrance on July 9th from 6:00p.m. to midnight.

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

Mayor Tall, with Council Consensus made the following appointment:

Raymond Sheldon appointed to the Harbor Advisory Committee, expiring June 1, 2024.

BOARD, COMMISSION, AND COMMITTEE REPORTS

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

GENERAL PUBLIC COMMENT –

Theresa Nelson discussed how townships can get involved.

ANNOUNCEMENTS

- Enhance Escanaba is a new non-profit corporation to initiate, design, promote, and fund beatification projects in the City of Escanaba;
- Music Mondays at Ludington Park;
- 4TH of July Events taking place down at the park;
- Parades in Gladstone and Bark River;
- Fireworks are in Escanaba Saturday July 3rd.

NB-9 Closed Session - Discuss a Personnel Matter – HR Director/Treasurer.

City Council went into a closed session at the advice of the City Attorney, to discuss a personnel matter.

The time being 8:06 p.m., DuBord moved, Blasier seconded, **CARRIED UNANIMOUSLY**, the Council recessed.

O’Connell moved, DuBord seconded, to go into Closed Session.

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

Ayes: O’Connell, DuBord, Mayor Tall
Nays: Blasier, Moore

MOTION CARRIED.

The time was 8:12 p.m.

O’Connell moved, DuBord seconded, to come back into Open Session.

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

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

MOTION CARRIED.

The time was 8:57 p.m.

No Council actions were taken during the Closed Session.

Hearing no further public comment O’Connell moved, DuBord seconded, the Council adjourned at 8:58 p.m.

Respectfully submitted

Phil DeMay
City Clerk

Approved: _____
Marc D. Tall, Mayor

Agenda Item: NB-1
Date: 07-15-2021

City Council Agenda Item Request

Date: July 1, 2021

Name: Patrick Jordan

Department: Administration

Item: Renewal of Contract with County Prosecutor for prosecution of City misdemeanors

Meeting date requested: July 15, 2021

Explanation for request:

Annual renewal time for contract with County Prosecutor for city misdemeanor prosecution services.

INTERGOVERNMENTAL AGREEMENT FOR ATTORNEY SERVICES

THIS CONTRACT FOR ATTORNEY SERVICES, shall take effect on July 1, 2021 between the **City of Escanaba, through its City Council** (hereinafter referred to as "Escanaba"), and the **County of Delta, through its Board of Commissioners and the Elected Prosecuting Attorney** (hereinafter referred to as "Delta County").

AGREEMENT:

FOR AND IN CONSIDERATION of the mutual covenants hereinafter contained, the parties agree as follows:

1. Duties. Delta County shall provide Escanaba with attorney services related to criminal prosecution of city misdemeanor cases. Attorney services will be delegated and coordinated at the discretion of the Delta County Elected Prosecuting Attorney. Delta County will be responsible for reviewing warrant requests from the City of Escanaba Public Safety Department and making charging and investigative decisions related to the case. The Delta County Prosecuting Attorney or a designee will provide reports to Escanaba at least annually.

2. Term. Services shall be provided annually, renewal will be automatic, unless modified pursuant to paragraph 9, below, or terminated by either party pursuant to paragraph 4, below. This contract is intended to run in perpetuity.

3. Discretion. The Delta County Prosecuting Attorney shall have complete professional discretion in making charging decisions and investigative requests.

4. Termination. This Agreement may be terminated by the Administrator of either County for any reason with fourteen (14) calendar days' written notice. Such notice shall be deemed effective if given personally or served by certified mail, postage prepaid, return receipt requested, or by nationally recognized courier services (such as FedEx or UPS), addressed as follows:

If to Escanaba:

Escanaba City Manager
410 Ludington Street
Escanaba, MI 49829

If to Delta County:

Delta County Administrator
310 Ludington Street
Escanaba, MI 49829

5. Licensing. At all times, Delta County shall ensure that the Attorneys handling Escanaba cases maintain professional status and satisfies applicable licensing requirements of the State of Michigan.

6. Indemnification. Escanaba shall indemnify and hold Delta County, Delta County Prosecutor, and Delta County employees harmless with respect to any suit or complaint that arises due to services performed under this agreement.

7. Compensation. Escanaba shall compensate Delta County as follows:

- a. Monthly rate. \$2,750.00 per month.
- b. Monthly invoice. Delta County shall invoice Escanaba on a monthly basis. Escanaba shall remit payment within thirty (30) days of receipt of such invoice.

8. Modification. Modifications, amendments, or waivers of any provisions of this Agreement may be made only by the written mutual consent of the parties hereto.

9. Invalid Provisions. If any provision of this Contract is held to be invalid, the remainder of the Contract shall not be affected thereby, except where the invalidity of the provision would result in the illegality and/or enforceability of this Contract.

IN WITNESS WHEREOF, the parties have fully executed this Contract on the day and year written.

Marc D. Tall
Escanaba Mayor

Date

Patrick Johnson
Delta County Board Chair

Date

Brett Gardner
Delta County Prosecuting Attorney

Date

Agenda Item: NB-2
Date: 7/15/2021

City Council Agenda Item Request

Date: 07/06/2021

Name: Melissa Becotte

Department: Controller

Item: Delta County Historical Society Agreement

Meeting date requested: 07/15/2021

Explanation for request:

Administration is seeking approval to renew a service agreement with the Delta County Historical Society. Money is in the budget for this expenditure.



AGREEMENT

THE CITY OF ESCANABA

AND

THE DELTA COUNTY HISTORICAL SOCIETY

It is agreed the Delta County Historical Society will provide the following services for the citizens of the City of Escanaba. Reasonable charges can be made for those activities designated with City Approval. In 1985, the Delta County Historical Society began restoration work on the Escanaba Lighthouse, formerly occupied by the U. S. Coast Guard. It is agreed the Delta County Historical Society will provide a Lighthouse Museum and Nautical Display and other exhibits that will be open to the public.

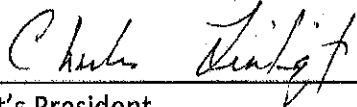
In consideration for these services, the City of Escanaba will pay to the Delta County Historical Society an amount not to exceed **Two Thousand Dollars (\$2,000)** during the fiscal year **July 1, 2021, through June 30, 2022**, for continued work and new exhibits at the museum and lighthouse. The Delta County Historical Society will furnish to the City, through the City Manager, sufficient notice of all activities to be held at the Escanaba Lighthouse. Sufficient copies should be forwarded to the City for distribution to the City Council, City Clerk and City Manager. Sufficient notices of all activities will be sent to the local media well in advance of the date of the actual activity to be held. The City of Escanaba will be acknowledged as a participant in this project.

This agreement in effective **July 1, 2021**, and will terminate on **June 30, 2022**.

CITY OF ESCANABA

DELTA COUNTY HISTORICAL SOCIETY

Patrick S. Jordan, City Manager



It's President

Phil Demay, City Clerk

Mission Statement:



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

Agenda Item: NB-3
Date: 7/15/2021

City Council Agenda Item Request

Date: July 6, 2021

Name: Patrick Jordan

Department: Administration

Item: Continuation of contract with City Attorney

Meeting date requested: July 15, 2021

Explanation for request:

This is the point annually where we extend our relationship with our City Attorney, the firm of Nastoff & Bergman, for another year beginning July 1, 2021 through June 30, 2022.

RETAINER AGREEMENT

Under Chapter II, Section 15 of the City Charter of the City of Escanaba, the City Manager shall be responsible for the appointment of the City Attorney. Chapter II, Sections 20 and 21 of the City Charter of the City of Escanaba proscribe the qualifications and duties of the City Attorney. John M.A. Bergman of Nastoff & Bergman, P.C., City Attorney for the City of Escanaba, and the City of Escanaba agree as follows:

SECTION 1: Compensation for John M. A. Bergman, as the City Attorney for the City of Escanaba, is set at **FIFTY THOUSAND (\$50,000) DOLLARS** for the fiscal year July 1, 2021 to June 30, 2022, to be paid in monthly amounts of \$4,167.00.

SECTION 2: In addition to the compensation set forth in Section 1 of this agreement, the City Attorney shall be entitled to reimbursement of actual costs expended necessary for the proper function and operation of his function on behalf of the City of Escanaba, which shall include photocopies, mileage, parking tolls, long distance telephone calls, and monies advanced on behalf of the City of Escanaba, including monies paid to clerks of courts for filing of pleadings and papers, sheriffs for service of process and related costs, expert witness fees, court reporters for transcripts of testimony, county clerks and register of deeds for recording of documents, and title companies of reports of title.

SECTION 3: The City Attorney shall be the legal advisor for the City and for all officers and departments thereof and all matters relating to their official duties and shall perform such other duties as may be imposed upon him from time to time by the Council. The Council, City Manager, Director of any department, or any officer of board not included in any department, may require the opinion in writing of the City Attorney upon any questions of law involving their respective powers and duties. The City Attorney agrees to prosecute, not inclusive of City misdemeanors, and defend all causes of action accrued or to accrue for or against the City of Escanaba so far as they are triable in the state and federal courts of the State of Michigan; to render all legal advice, which the City of Escanaba shall ask for in relation to its business or acts; to prepare all legal instruments, contracts, papers or the like of whatsoever nature as the City of Escanaba may require; to make all collections of money due or to become due to the City of Escanaba as may be turned over to the City Attorney for collection; to render any other legal services, which the City of Escanaba may require in connection with its responsibilities.

SECTION 4: It is understood and agreed that the City Attorney shall have the right to assign any and all work to other members of his law firm in order that said services might be expeditiously provided to the City.

SECTION 5: It is understood and agreed that the City Attorney and other lawyers of his firm shall not be covered by the City of Escanaba's insurance.

SECTION 6: It is understood and agreed that the City Attorney shall receive additional compensation at the customary rate, which at the date of this agreement, is **\$150.00 per hour** for processing and negotiating, loan documents, and collection work involving the Revolving Loan Board. It is further agreed and understood that the City Attorney shall be paid at the rate of **\$150.00 per hour** with regard to negotiation of labor contracts, bankruptcy litigation, and tax tribunal matters

SECTION 7: It is understood and agreed that money which is owed for said services shall be paid by the City on a monthly basis.

IN WITNESS WHEREOF, the parties have caused this contract to be executed this _____ day of _____, 2021.

Signed:

CITY OF ESCANABA

By: Patrick Jordan
City Manager

Signed:

Nastoff & Bergman, P.C.

By: John M.A. Bergman
City Attorney

Agenda Item: NB-4
Date: 7/15/2021

City Council Agenda Item Request

Date: July 6, 2021 _____

Name: Patrick Jordan

Department: Administration

Item: Closed session at Attorney's request

Meeting date requested: July 15, 2021

Explanation for request:

Closed session to discuss possible litigation at the request of our attorney.