



CITY COUNCIL MEETING AGENDA

November 3, 2022

Mark Ammel, Mayor
Karen Moore, Mayor Pro Tem
Ronald J. Beauchamp, Council Member
Tyler DuBord, Council Member
Todd Flath, Council Member

Patrick S. Jordan, City Manager
Phil DeMay, City Clerk
Lisa Vogler, 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, November 3, 2022, at 7:00 p.m.

CALL TO ORDER

ROLL CALL

INVOCATION/PLEDGE OF ALLEGIANCE

APPROVAL/CORRECTION(S) TO MINUTES – Regular Meeting – October 20, 2022

APPROVAL/ADJUSTMENTS TO THE AGENDA

CONFLICT OF INTEREST DECLARATION(S)

BRIEF PUBLIC COMMENT(S)

PUBLIC HEARINGS – None

UNFINISHED BUSINESS

1. Discussion – Progress Regarding Sale and Development of Jail and Chamber Sites – Administration.

Explanation: Administration will update City Council on the progress regarding the sale and development of the Jail and Chamber properties.

2. Approval – WTP Project – 10% Construction Contingency – Water.

Explanation: Administration is requesting City Council approval to make a contingency of \$1,055,995.00 Million Dollars (10%) available with regard to the Water Treatment Plant (WTP) Project that Staab is conducting for \$9,783,000.00 Million Dollars.

NEW BUSINESS

1. Approval – Changes to DDA Application and Appointment Process - DDA.

Explanation: The DDA, at its regular meeting held on October 27, 2022, is seeking City Council approval of changes to the DDA application and appointment process, under PA57 of 2018.

2. Approval – Purchase of K-9 for Escanaba Public Safety - EDPS.

Explanation: Escanaba Public Safety is requesting City Council approval to purchase a Dual Purpose Narcotic Detector Dog from Vohne Liche Kennel to replace our current K-9. The quoted cost for the K-9 is \$20,275.78. This is not a budgeted item but grant and drug forfeiture money will be used for this purchase.

3. Approval – Mutual Aid Agreement – EDPS.

Explanation: Escanaba Public Safety is requesting City Council approval to enter into the Michigan Mutual Aid Box Alarm System Association (MI-MABAS). This will provide the City of Escanaba resources from across the state in the event of a large emergency.

4. Approval – Stump Grinding Bid– Public Works.

Explanation: Administration is seeking approval to contract with Dombrowski Tree Service at the proposed unit prices for stump grinding.

5. Closed Session – Discussion Regarding City’s Water Treatment Plant Improvement Project.

Explanation: City Attorney is requesting a closed session to discuss a written legal opinion per MCL 15.268(1)(h).

APPOINTMENTS

BOARD, COMMISSION, AND COMMITTEE REPORTS

GENERAL PUBLIC COMMENT

ANNOUNCEMENTS

ADJOURNMENT

Respectfully Submitted

A handwritten signature in cursive script, appearing to read "Patrick S. Jordan".

Patrick S. Jordan
City Manager

**OFFICIAL PROCEEDINGS
CITY COUNCIL
CITY OF ESCANABA, MICHIGAN
Regular Council Meeting
Thursday, October 20, 2022**

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

Present: Mayor Mark Ammel, Council Members, Ronald J. Beauchamp, Tyler DuBord, Todd Flath, and Karen Moore

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.

DuBord moved, Moore seconded, **CARRIED UNANIMOUSLY**, to approve Regular Meeting minutes from October 6, 2022, as submitted.

ADJUSTMENTS TO THE AGENDA

DuBord moved, Flath seconded, **CARRIED UNANIMOUSLY**, to move **NB-4** Closed Session at the end of the meeting after Announcements and before Adjournment.

Moore moved, Mayor Ammel seconded, **CARRIED UNANIMOUSLY**, to postpone **NB-2** for two weeks per the advice of legal counsel.

DuBord moved, Flath seconded, **CARRIED UNANIMOUSLY**, to approve the City Council Agenda as amended.

CONFLICT OF INTEREST DECLARATION – None

BRIEF PUBLIC COMMENT – None

PUBLIC HEARINGS – None

UNFINISHED BUSINESS

UB-1 Discussion – Progress Regarding Sale and Development of Jail and Chamber Sites – Administration.

Administration updated City Council on the progress regarding the sale and development of the Jail and Chamber properties.

DuBord moved, Beauchamp seconded, to accept the counteroffer from North Shore Marine Terminal and Logistics for \$65,000.

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

Ayes: DuBord, Beauchamp, Flath, Mayor Ammel
Nays: Moore

MOTION CARRIED.

UB-2 Discussion – City Council and City Manager Discussion on Contract Presented by Contract Committee.

City Council and City Manager discussed and finalized the draft of the City Manager's contract that was presented by the contract committee, followed by submittal of the contract to the City Manager for consideration.

City Manager Patrick Jordan declined the new contract presented by council.

NEW BUSINESS

NB-1 Presentation – Update to Council on Past and Present Intent to Applies – WTP/WWTP.

Administration conducted a short presentation in order to provide information on past and present Water/Wastewater Intent to Applies (ITAs).

Water/Wastewater Superintendent Jeff Lampi gave an update to council on ITAs.

NB-2 Approval – WTP Project – 10% Construction Contingency – Water.

Administration requested City Council approval to make a contingency of \$1,055,995.00 Million Dollars (10%) available with regard to the Water Treatment Plant (WTP) Project that Staab conducted for \$9,783,000.00 Million Dollars.

NB-2 – Council postponed this item two weeks per the advice of legal counsel.

NB-3 Approval – Distribution Line Pulling System – Electric.

The Electric Department requested City Council approval to purchase an overhead distribution line pulling system for \$21,769.65. This item was not budgeted; however, it will have no impact to electric rates.

NB-3 Moore moved, DuBord seconded, to approve to purchase an overhead distribution line pulling system for \$21,769.65.

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

Ayes: Moore, DuBord, Beauchamp, Flath, Mayor Ammel
Nays: None

MOTION CARRIED.

NB-4 Closed Session – Discussion on Demand to Bargain from Union 406 – HR Director/Treasurer.

Administration requested Council go in to a closed session to discuss a strategy for a negotiation of a collective bargaining agreement. This was permitted under section 8(1)(c) of OMA.

Closed session was moved to the end of the meeting after announcements and before adjournment.

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

- Ed Legault – Discussed the sale and development of jail and chamber site development. Also discussed DDA funding.
- Karen Flynn – Discussed other possible development opportunities.
- Kelli Van Ginhoven – thanked Escanaba Public Safety, Sheriff, State Police, Escanaba School Administration, and teachers for their response to the lockdown at School.

ANNOUNCEMENTS

- Trick or treating will take place on Monday October 31, 2022, at 5:00pm-7:00pm.
- Enhance Escanaba was recognized with an “American in Bloom” award.

The time being 7:46 p.m. DuBord moved, Flath seconded, **CARRIED UNANIMOUSLY**, the Council recessed.

The time being 7:53 p.m. DuBord moved, Flath seconded, **CARRIED UNANIMOUSLY**, came back in session.

NB-4 Closed Session – Discussion on Demand to Bargain from Union 406 – HR Director/Treasurer.

Administration requested Council go in to a closed session to discuss a strategy for a negotiation of a collective bargaining agreement. This was permitted under section 8(1)(c) of OMA.

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

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

Ayes: Flath, DuBord, Moore, Beauchamp, Mayor Ammel
Nays: None

MOTION CARRIED.

The time was 7:53 p.m.

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

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

Ayes: DuBord, Beauchamp, Moore, Flath, Mayor Ammel
Nays: None

MOTION CARRIED.

The time was 8:18 p.m.

No Council actions were taken during closed session.

NB-4 DuBord moved, Flath seconded, to approve HR to negotiate with union representative 406 the proposed policy.

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

Ayes: DuBord, Flath, Beauchamp, Moore, Mayor Ammel
Nays: None

MOTION CARRIED.

Hearing no further public comment Flath moved, the Council adjourned at 8:19 p.m.

Respectfully submitted

Phil DeMay
City Clerk

Approved: _____

Mark Ammel, Mayor

UB-2
Agenda Item: ~~NB-2~~
Date: ~~10/20/22~~
11/03/2022

City Council Agenda Item Request

Date: 10/13/2022

Name: Jeff Lampi

Department: Water Department

Item: WTP Project - 10% Construction Contingency

Meeting date requested: 10/20/2022

Explanation for request:

Administration is requesting Council's approval to make a contingency of \$1,055,995.00 Million Dollars (10%) available with regard to the Water Treatment Plant (WTP) Project that Staab is conducting for \$9,783,000.00 Million Dollars.

Said contingency was discussed in detail at our workshop and mistakenly not included in the request.

21-0212

Escanaba Water Treatment Plant

Bid Summary

Contract A:	\$	5,750,000	
Contract B:	\$	4,033,000	
	\$	<u>9,783,000</u>	Construction Cost
Engineering:	\$	735,200	
Part II Costs	\$	41,750	(Bond Council, Rate Methodology, Ad, etc.)
	\$	<u>776,950</u>	

Total Project Costs: \$ 10,559,950 (No Contingency)

Project Funding

DWSRF Loan:	\$	3,955,000	(including Principle Forgiveness)
DWI Grant:	\$	<u>1,695,000</u>	
	\$	<u>5,650,000</u>	Total Funding from EGLE

CDBG Grant:	\$	1,800,000	
City Local Match	\$	<u>600,000</u>	
	\$	<u>2,400,000</u>	(Total for CDBG)

\$ 8,050,000 Total Funding Available

\$	2,509,950	Deficit excluding and Contingency
\$	1,055,995	(10% Contingency)
\$	<u>600,000</u>	CDBG Local Match

\$ 4,165,945 City Funds Required TOTAL

Agenda Item: NB-1
Date: 11/03/2022

City Council Agenda Item Request

Date: October 27 2022

Name: Patrick Jordan

Department: DDA

Item: Council authorized changes to DDA Board Application and appointment process

Meeting date requested: Nov. 3, 2022

Explanation for request:

The DDA Board at its Regular meeting of Oct. 27, 2022, requests City Council approval of changes to the DDA Board application and appointment process, under PA57 of 2018

Judy Schroeder

From: Kelli van Ginhoven <[REDACTED]>
Sent: Friday, September 23, 2022 6:41 PM
To: Judy Schroeder
Subject: Fwd: Changes to DDA application process

----- Forwarded message -----

From: Kelli van Ginhoven <[REDACTED]>
Date: Wed, Aug 10, 2022 at 3:02 PM
Subject: Changes to DDA application process
To: Jared Ogren <[REDACTED]>, Sue Parker <[REDACTED]>

I specified things a bit so let me know what you think. Kelli

To the subcommittee- 'vested interest in downtown' pertains to Business Owners and Employees and Residents and are required to be the following:

Business Owners of a Business in the DDA district- owner must live within a 20 mile radius of Escanaba and be actively involved in their business' day to day business operations.

Employees- must be full time within the business for over one year and live within a 20 mile radius of Escanaba

Resident- must live within the DDA district for at least one year. Not less than one shall be interpreted as 'Not less than one but not more than Two'.

Recommendation to the DDA board-

We the subcommittee recommend that control of application and selection for our board be under the jurisdiction of the DDA.

Application will be written under the DDA Public Act 57 of 2018.

An Application & Selection subcommittee will be formed of 5 members: 1-City Manager, 1-DDA executive director, 3 trustees of DDA board. Executive Director breaks tie votes.

When application is submitted it will be reviewed by the committee and a recommendation will be brought to city council for approval, which is still required.

New applications will be available for review and acceptance at the September meeting and available for distribution as of Oct 1, at DDA Center Court building and City Hall but must be returned to DDA Center Court.

Our goal is to be self governing as we were in the past and to take the burden off of City Council for appointments to our board.

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"Oh for the LOVE, eat a cupcake!"

For The Love Of Cupcakes

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**Purpose:**

- To act as a Downtown Development Authority (DDA) in accordance with Public Act 57 of 2018, as amended, including but not limited to: correct and prevent deterioration in the DDA district, create and implement development plans, and promote economic growth.

Powers:

- The board is ultimately responsible for the program's budget and plans or the monitoring and evaluation of the program's effectiveness. The board must represent the larger view of why commercial district revitalization is crucial for the entire community.

Member Expectations:

- Review DDA program budget and plans, evaluate program effectiveness
- Serve 4-year terms.
- Meet the 4th Thursday of every month, at 8:00 am.
- Build partnerships between the community and the businesses for participation and engagement in the revitalization.

**Downtown Development Authority
Application for the Board of Trustees**

Please return your completed application to the DDA at 1025 Ludington Street Escanaba, MI 49829

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Name

Email

Phone

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Address

City

State

Zip

Why do you want to serve on the DDA Board?

--

What is your vision for Downtown Escanaba?

--

Briefly describe the skills and experience you would bring to this Board?

--

What is your education and training background?

--

What is your job experience, current and past employment?

--

Important Public Records Information

All information submitted in this application is public information and subject to disclosure in response to a public records request made pursuant to the Freedom of Information Act. Please contact the DDA office at 906-789-8686 if you have any questions or concerns about the disclosure of specific information.

Truth and Accuracy

I certify that the information contained in this form is accurate and complete to the best of my knowledge. I understand that all information disclosed on this form will be available to the public as part of a Freedom of Information Act request.

Signature_____

Date_____

Agenda Item: NB-2
Date: 11/03/2022

City Council Agenda Item Request

Date: 10/27/2022

Name: Robert LaMarche

Department: EDPS

Item: Purchase of K-9 for Escanaba Public Safety

Meeting date requested: 11/3/22

Explanation for request:

Escanaba Public Safety is requesting to purchase a Dual Purpose Narcotic Detector Dog from Vohne Liche Kennel to replace our current K-9. The quoted cost for the K-9 is \$20,275.78 This is not a budgeted item, but grant and drug forfeiture money will be used for this purchase.

Vohne Liche Kennels, Inc.

7953 N Old Rt 31
Denver, IN 46926

Cost Quote

Date	Estimate #
10/10/2022	13764

Bill To
Escanaba Public Safety 1900 3rd Avenue North Escanaba, MI 49829

Ship To

P.O. No.	Terms	Due Date	VLK Rep		Contact #
	Net 90	10/10/2022	JG		
Description		Qty	Rate	Total	
Dual-Purpose Narcotic Detector Dog 6-week Class		1	6,000.00	6,000.00	
Dual Purpose Pre-trained Narcotics Dog, Untitled. Guarantee: Effective from date of purchase. 100% health 6 Months, Skeletal 12 Months. If a genetic or hereditary problem is found K-9 will be replaced. Vet report must accompany K-9 on return. Workability 3 Months, Compatibility 1 Month.		1	11,000.00	11,000.00	
Housing		41	55.00	2,255.00	
Free One Year of Kinetic Dog Food		1	0.00	0.00T	
6' x 3/4" Black Leather Lead		1	22.00	22.00T	
Choke Chain 22"		1	6.00	6.00T	
Tan 1" Leather Collar		1	8.00	8.00T	
30' Black Long Line Lead		1	24.00	24.00T	
Black Leather Tracking Collar 22"		1	25.00	25.00T	
Black Leather Muzzle - Medium		1	100.00	100.00T	
.38 Special Blank Bullets		1	30.00	30.00T	
VLK Patrol Double Girth Harness, VLK Label		1	55.00	55.00T	
2 Quart Stainless Steel Bowl		1	7.00	7.00T	
3 Quart Stainless Steel Bowl		1	8.00	8.00T	
Slicker Brush		1	7.00	7.00T	
K-9 #500 Vari-Kennel - Gently Used		1	95.00	95.00T	
Right Bite Sleeve		1	167.00	167.00T	
Pro 550 E-Collar		1	400.00	400.00T	
Equipment Package Total				954.00	
TAX ID # 35-2148814				0.00	
This estimate is good for ninety days			Subtotal \$20,209.00		
Phone			Sales Tax (7.0%) \$66.78		
Fax			Total USD \$20,275.78		
www.vohneliche.com					

Agenda Item: NB-3
Date: 11/03/2022

City Council Agenda Item Request

Date: 10/27/22

Name: Robert LaMarche

Department: EDPS

Item: Mutual Aid Agreement

Meeting date requested: 11/3/22

Explanation for request:

Escanaba Public Safety is requesting to enter into the Michigan Mutual Aid Box Alarm System Association (MI-MABAS). This will provide the City of Escanaba resources from across the state in the event of a large emergency.

**AMENDED MICHIGAN MUTUAL AID BOX ALARM SYSTEM ASSOCIATION
AGREEMENT**

Effective Date: _____

BETWEEN

**PARTICIPATING POLITICAL SUBDIVISIONS AS SIGNATORIES
TO THIS INTERLOCAL AGREEMENT**

This Agreement is entered into between the participating units of local government "Parties" that execute this Agreement and adopt its terms and conditions as provided by law. This Agreement supersedes any and all prior Agreements and amendments to the Michigan Mutual Aid Box Alarm System Association Agreement.

WHEREAS, the Constitution of the State of Michigan, 1963, Article VII, Section 28, authorizes units of local government to contract as provided by law; and,

WHEREAS, the Urban Cooperation Act, of 1967, 1967 PA 7, MCL 124.501, et seq., provides that any political subdivision of Michigan or of another state may enter into interlocal agreements for joint exercise of power, privilege, or authority that agencies share in common and might each exercise separately; and,

WHEREAS, the Parties have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in fire protection, suppression, rescue and emergency medical assistance, hazardous materials control, technical rescue and/or other emergency support for an Emergency, Disaster, or other Serious Threat to Public Health and Safety; and,

WHEREAS, the Parties have determined that it is in their best interests to form an association to provide for communications procedures, training, and other functions to further the provision of said protection of life and property during an Emergency, Disaster, or other Serious Threat to Public Health and Safety; and

WHEREAS, the Constitution and people of the State of Michigan have long recognized the value of cooperation by and among the state and its political subdivisions;

NOW, THEREFORE, the Parties agree as follows:

SECTION ONE

Purpose

It is recognized and acknowledged that in certain situations, such as natural disasters and man-made catastrophes, no political subdivision possesses all the necessary resources to cope with every possible Emergency, Disaster or Serious Threat to Public Safety, and an effective, efficient response can be best achieved by leveraging collective resources from other political subdivisions. Further, it is acknowledged that coordination of mutual aid through the Michigan Mutual Aid Box Alarm System Association (MI-MABAS) is most effective for best practices and efficient provision of mutual aid.

SECTION TWO

Definitions

The Parties agree that the following words and expressions, as used in this Agreement, whenever initially capitalized, whether used in the singular or plural, possessive or non-possessive, either within or without quotation marks, shall be defined and interpreted as follows:

- A. "Agreement" means the MI-MABAS Agreement.
- B. "Michigan Mutual Aid Box Alarm System" ("MABAS") means a definite and prearranged plan whereby response and assistance is provided to a

Requesting Party by an Assisting Party in accordance with the system established and maintained by MI-MABAS Members;

- C. "Party" means a political subdivision which has entered into this Agreement as a signatory;
- D. "Requesting Party" means any Party requesting assistance under this agreement;
- E. "Assisting Party" means any Party furnishing equipment, personnel, and/or services to a Requesting Party under this agreement;
- F. "Emergency" means an occurrence or condition in a Party's jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the Requesting Party and such that a Requesting Party determines the necessity of requesting aid;
- G. "Disaster" means an occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from a natural or human-made cause, including fire, flood, snowstorm, ice storm, tornado, windstorm, wave action, oil spill, water contamination, utility failure, hazardous peacetime radiological incident, major transportation accident, hazardous materials incident, epidemic, air contamination, or similar occurrences resulting from terrorist activities, riots, or civil disorders;
- H. "Serious Threats to Public Health and Safety" means other threats or incidents such as those described as Disasters, of sufficient magnitude that the necessary public safety response threatens to overwhelm local resources and requires mutual aid or other assistance;

- I. "Division" means the geographically associated Parties which have been grouped for operational efficiency and representation of those Parties;
- J. "Training" means the regular scheduled practice of emergency procedures during non-emergency drills to implement the necessary joint operations of MI-MABAS;
- K. "Executive Board" means the governing body of MI-MABAS composed of Division representatives.
- L. "Effective Date" means the date on which the Agreement is first filed with the Department of State, the Office of the Great Seal, and each county where Parties are located.
- M. "Special Operations Teams" means MI-MABAS recognized teams of personnel with the requisite training and skill for Hazardous Materials Response, Technical Rescue Response (including Strike Teams and Michigan Task Force 1) and Incident Management Teams.

SECTION THREE

Establishment of the Association, the Divisions and Executive Board of MI-MABAS

A. Establishment of the Association

1. The Parties intend and agree that MI-MABAS is established as separate legal entity and public body corporate pursuant to the Michigan Urban Cooperation Act of 1967, 1967 PA, MCL 124.505(c) and this Agreement.
2. Name of MI-MABAS. The formal name of the Association is "Michigan Mutual Aid Box Alarm System Association".

3. Federal Tax Status. The Parties intend that MI-MABAS and all Divisions shall be exempt from federal income tax under Section 115(1) of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any future tax code
4. State and Local Tax Status. The parties intend that the MI-MABAS and all Divisions shall be exempt from all State and local taxation including, but not limited to, sales, use, income, single business, and property taxes under the applicable provisions of the laws of the State.
5. Title to MI-MABAS Property. All property is owned by MI-MABAS as a separate legal entity. MI-MABAS may hold any of its property in its own name or in the name of one (1) or more of the Parties or Divisions, as determined by the Parties.
6. Principal Office. The principal office of the Association ("Principal Office") shall be at such locations determined by the MI-MABAS Executive Board.

B. Establishment of the Executive Board.

An Executive Board shall be established to consider, adopt, and amend needed rules, procedures, by-laws and any other matters deemed necessary by the Parties. The Executive Board shall consist of a member elected from each Division of MI-MABAS who shall serve as the voting representative of said Division of MI-MABAS matters, and may appoint a designee from his or her Division to serve temporarily in his or her stead. Such designee shall have all rights and privileges attendant to a representative of the Division. A President and Vice President shall be elected from the representatives of the

Parties and shall serve without compensation. The President and other officers shall coordinate the activities of the MI-MABAS Association.

SECTION FOUR

Duties of the Executive Board

The Executive Board shall meet regularly to conduct business and to consider and publish the rules, procedures, and bylaws of the MI-MABAS Association, which shall govern the Executive Board meetings and such other relevant matters as the Executive Board shall deem necessary.

SECTION FIVE

Rules and Procedures

Rules, procedures, and by laws of the MI-MABAS Association shall be established by the Member Units via the Executive Board as deemed necessary for the purpose of administrative functions, the exchange of information, and the common welfare of the MI-MABAS.

SECTION SIX

Authority and Action to Effect Mutual Aid

- A. The Parties hereby authorize and direct their respective Fire Chief or his or her designee to take necessary and proper action to render and/or request mutual aid from the other Parties in accordance with the policies and procedure established and maintained by the MI-MABAS Association.

- B. Upon a Fire Department's receipt of a request from another Party for Fire Services, the Fire Chief, the ranking officer on duty, or other officer as designated by the Fire Chief shall have the right to commit the requested Firefighters, other personnel, and Fire Apparatus to the assistance of the requesting Party. The aid rendered shall be to the extent of available personnel and equipment not required for adequate protection of the territorial limits of the Responding Party. The judgment of the Fire Chief, or his or her designee, of the Responding Party shall be final as to the personnel and equipment available to render aid.
- C. An authorized representative of the Party which has withheld or refused to provide requested assistance under this Agreement shall immediately notify the Requesting Party, and shall submit an explanation for the refusal.

SECTION SEVEN

Jurisdiction Over Personnel and Equipment

Personnel dispatched to aid a party pursuant to this Agreement shall at all times remain employees of the Assisting Party, and are entitled to receive benefits and/or compensation to which they are otherwise entitled to under the Michigan Workers' Disability Compensation Act of 1969, any pension law, or any act of Congress. Personnel dispatched intrastate to assist a party pursuant to this Agreement continue to enjoy all powers, duties, rights, privileges, and immunities as provided by Michigan Law. When Parties are dispatched pursuant to the Emergency Management Assistance Compact (EMAC), the Parties shall adhere to all provisions of the EMAC. Personnel rendering aid shall report for direction and assignment at the scene of the emergency to the Incident Commander of the Requesting Party.

SECTION EIGHT

Compensation for Aid

Equipment, personnel, and/or services provided pursuant to this Agreement, absent a state or federal declaration of emergency or disaster, excluding resources for Special Operations Teams, shall be at no charge to the Requesting Party for the first eight hours. Any expenses recoverable from third parties shall be equitably distributed among Responding Parties. Requests for a response from any MI-MABAS Special Operations Team may require full and complete reimbursement to the responding Team for all expenses, including but not limited to, expenses for equipment, personnel, management and administration and all other services provided at an incident. The Executive Board shall adopt fee schedules that establish rates for Special Operations Team responses. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statutes. The Parties reserve the right to waive any charges to a Requesting Party.

SECTION NINE

Insurance

Each Party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, worker's compensation, and, if applicable, emergency medical service professional liability, with minimum limits of \$1,000,000 auto and \$1,000,000 combined single limit general liability and professional liability. The obligations of the Section may be satisfied by a Party's membership in a self-insurance pool, a self-insurance plan, or arrangement with an insurance provider approved by the state of jurisdiction. The

Executive Board may require that copies or other evidence of compliance with the provisions of this Section be provided by the Parties to the Executive Board.

SECTION TEN

Liability

Each Party will be solely responsible for the acts of its own employees, agents, and subcontractors, the costs associated with those acts, and the defense of those acts. The Parties shall not be responsible for any liability or costs associated with those acts and the defense of those acts for Parties outside of their political jurisdictions. It is agreed that none of the Parties shall be liable for failure to respond for any reason to any request for Fire Services or for leaving the scene of an Incident with proper notice after responding to a request for service.

SECTION ELEVEN

No Waiver of Governmental Immunity

All of the privileges and immunities from liability, and exemptions from laws, ordinances and rules, and all pensions, relief, disability, worker's compensation and other benefits which apply to the activity of Parties, officers, agency, or employees of any public agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies, shall apply to the same degree and extent to the performance of such functions and duties of such Parties, officers, agents, or employees extraterritorially under the provision of this Agreement. No provision of the Agreement is intended, nor shall any provision of this Agreement be construed, as a waiver by any Party of any governmental immunity as provided by the Act or otherwise under law.

SECTION TWELVE

Term

- A. The existence of MI-MABAS commences on the Effective Date and continues until terminated in accordance with this Section.
- B. Any Party may withdraw, at any time, from this Agreement for any reason, or for no reason at all, upon thirty (30) days written notice to the Association. The withdrawal of any Party shall not terminate or have any effect upon the provisions of this Agreement so long as the MI-MABAS remains composed of at least two (2) Parties. Parties withdrawing from MI-MABAS and subsequently requesting a mutual aid resource from a MI-MABAS member may be subject to reasonable fees for that resource according to the fee schedule established, and periodically reviewed and updated, by the Executive Board.

- C. This Agreement shall continue until terminated by the first to occur of the following:
- (i) The Association consists of less than two (2) Parties; or,
 - (ii) A unanimous vote of termination by the total membership of the Executive Board.

SECTION THIRTEEN

Miscellaneous

- A. Entire Agreement. This Agreement sets forth the entire agreement between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any party. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement.
- B. Severability of Provisions. If a Court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, then that provision shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force.
- C. Governing Law/Consent to Jurisdiction and Venue. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced, and governed under the laws of the State of Michigan.
- D. Captions. The captions, headings, and titles in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement.

- E. Terminology. All terms and words used in this Agreement, regardless of the numbers or gender in which they are used, are deemed to include any other number and any other gender as the context may require.
- F. Recitals. The Recitals shall be considered an integral part of this Agreement.
- G. Amendment. The Agreement may be amended or an alternative form of the Agreement adopted only upon written agreement and approval of the governing bodies of all Parties. Amendments to this Agreement shall be filed with the Department of State, the Office of the Great Seal, each county of the State where a Party is located, and any other governmental agency, office, and official required by law. The undersigned unit of local government or public agency hereby adopts, subscribes, and approves this Agreement to which this signature page will be attached, and agrees to be a party and be bound by the terms.
- H. Compliance with Law. The Association shall comply with all federal and State laws, rules, regulations, and orders applicable to this Agreement.
- I. No Third Party Beneficiaries. Except as expressly provided herein, this Agreement does not create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right of indemnification (i.e., contractual, legal, equitable, or by implication) right of subrogation as to any Party's rights in this Agreement, or any other right of any kind in favor of any individual or legal entity.
- J. Counterpart Signatures. This Agreement may be signed in counterpart. The counterparts taken together shall constitute one (1) agreement.
- K. Permits and Licenses. Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations for its employees and/or agents

necessary to perform all its obligations under this Agreement. Upon request, a Party shall furnish copies of any permit, license, certificate or governmental authorization to the requesting party.

- L. No Implied Waiver. Absent a written waiver, no fact, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
- M. Notices. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid to the person appointed to the governing board by the governing body of the participating agency.

Political Entity

Chief Executive Official

Date

Agenda Item: _____

Date: _____

City Council Agenda Item Request

Date:

Name:

Department:

Item:

Meeting date requested:

Explanation for request:

10/18/2022
2:00pm

10/18/2022

[illegible]

PRESENT:

ALBY
 TAYLOR
 B.S.
 DUNSTON
 NICK

BIDDER'S PROPOSAL

We, the Contractor, agree to provide **Stump Grinding**, for the City of Escanaba, Michigan. The work items included in this proposal shall consist of the following:

1. Stump Grinding

- Remove stumps and associated root structure down to a minimum of four inches below the grade at the sidewalk edge.
- Clear removal debris from street and sidewalk.
- Dispose of removal debris in a designated area at the Department of Public Works compost site.

2. Restoration

- Backfill removal areas with topsoil provided by the Department of Public Works.

The Contractor also agrees to the following:

- Department of Public Works shall be informed of work schedule. All delays in work shall be reported to the Department of Public Works.
- Miss Dig shall be notified prior to removing any stumps.
- Stumps that cannot be located or ground shall be reported to the Department of Public Works within a timely manner.
- All work shall be completed by June 30, 2023.

Unit prices for each item of work shall be based on minimum quantities below. This estimate may increase or decrease at the discretion of the City of Escanaba at any time.

Work Item	Minimum Quantity	Unit	Proposed Unit Price
Stump Grinding, 6 to 18 inches	100	ea	130.00
Stump Grinding, 18 inches and larger	61	ea	210.00
Restoration	161	ea	65.00

Prices F.O.B.: City of Escanaba, Michigan

SUBMITTED BY:

FIRM:

ADDRESS:

SIGNATURE:

PRINTED:

TITLE:

PHONE:

Donald's Tree Service

Craig Donald

Craig Donald

Owner

[Redacted Phone Number]

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Work Item	Minimum Quantity	Unit	Proposed Unit Price
Stump Grinding, 6 to 18 inches	100	ea	€ 90.00
Stump Grinding, 18 inches and larger	61	ea	\$ 140.00
Restoration	161	ea	\$ 25.00

Prices F.O.B.: City of Escanaba, Michigan

SUBMITTED BY:

FIRM:

Professional Stump Grinding LLC

ADDRESS:

[REDACTED]

SIGNATURE:

[REDACTED]

PRINTED:

James Patrick Jr.

TITLE:

Owner

PHONE:

[REDACTED]

BIDDER'S PROPOSAL

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Unit prices for each item of work shall be based on minimum quantities below. This estimate may increase or decrease at the discretion of the City of Escanaba at any time.

Work Item	Minimum Quantity	Unit	Proposed Unit Price
Stump Grinding, 6 to 18 inches	100	ea	\$33.00
Stump Grinding, 18 inches and larger	61	ea	\$93.00
Restoration	161	ea	\$7.00

Prices F.O.B.: City of Escanaba, Michigan

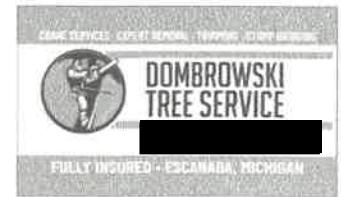
SUBMITTED BY:

FIRM: Ghormley Four Seasons Tree Service LLC
ADDRESS: [REDACTED]
SIGNATURE: Darelle Ghormley
PRINTED: Darelle Ghormley
TITLE: Owner/Operator
PHONE: [REDACTED]

Dombrowski tree service

Escanaba, Michigan 49829

dombrowskitreeservice@gmail.com |
dombrowskitreeservice.com



RECIPIENT:

City of Escanaba

410 Ludington Street
Escanaba, Michigan 49829
Phone: 9067860061

Quote #562

Sent on

10/18/22 MD

Total

\$17,015.00

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
Grinding 100 Stumps 6-18 inches	Grinding 100 Stumps ranging from 6-18 inches in diameter. Removing Stumps and associated root structure down to 4" (four inches) below the grade of sidewalk edge. Complete Removal of all debris. Dumped in designated area at public works. All Clean up and restoration will be done simultaneously to protect public from any "holes" on city property. At each location stump shield will be used to minimize projectiles.	100	\$70.00	\$7,000.00
Grinding 61 Stumps 18" and above	Grinding 61 Stumps ranging 18" inches in diameter and up. Removing Stumps and associated root structure down to 4" (four inches) below the grade of sidewalk edge. Complete Removal of all debris. Dumped in designated area at public works. All Clean up and restoration will be done simultaneously to protect public from any "holes" on city property. At each location stump shield will be used to minimize projectiles.	61	\$85.00	\$5,185.00
Restoration	Using City owned topsoil. Applying top soil into empty holes that have been cleaned by DTS. Raking level and flat to other surrounding grade.	161	\$30.00	\$4,830.00

Dombrowski tree service

Escanaba, Michigan 49829

dombrowskitreeservice@gmail.com |
dombrowskitreeservice.com



Total

\$17,015.00

DTS to call in all miss digs.

Deposit: A 20% non-refundable deposit is ~~required at time of acceptance~~ of the proposal to secure a date for ~~execution of work~~. A date will be provided to the customer within

2 to 4 ~~business days~~ upon payment of deposit and signature of terms and ~~conditions~~ (heron out referred to as "contract")

Insurance by contractor: Dombrowski Tree Service warrants that it is insured for liability resulting from injury to person(s) or property and that all employees are covered by Workers Compensation as required by law. Certificate of coverage are available upon request.

"Additional insured" to be added if bid is accepted.

Cancellation fee: Dombrowski tree Service requests that the authorizing party provide at least 36 hours advanced notice of any full or partial cancellation of scheduled work. If a crew has been dispatched to the job site without proper cancellation, the customer will be assessed and agrees to pay mobilized fee of 500\$ dollars for incurred expenses. This fee covers the cost of, but not limited to, gas, payroll compensation for the crew, time and pay taken away from another job that could have been scheduled in place of canceled job, and every day operating costs. Again, any deposits associated with this contract are non refundable, and the mobilization fee must be paid before we will re-schedule your job.

Completion of contract: Dombrowski Tree Service agrees to do its best to meet any agreed upon performance dates but shall not be held liable in damages or otherwise for delays resulting due to inclement weather, labor or any other cause beyond its control; nor shall the customer be relieved of completion for delays.

Tree Ownership: The authorizing party warrants that all trees listed are located on customers property, and if not, the authorizing party must receive full permission from the owner to allow Dombrowski Tree Service to perform any specified work. Should any tree be mistakenly identified as to ownership, the customer agrees to indemnify Dombrowski Tree Service from any damages or costs incurred from the result thereof. It is assumed by Dombrowski Tree Service that any removal of a tree not contained within the property of the customer has been authorized in writing by the actual owner of said tree, and customer agrees to accept full responsibility of any negative outcome involved with the unauthorized removal of said tree or trees, and furthermore will agree to defend Dombrowski Tree Service in any lawsuit, violation, or negative consequence as a result of unauthorized removal.

Safety: Dombrowski Tree Service warrants that all arboriculture operations will follow the latest industry safety standards.

The authorizing party agrees to not enter the work area during the arboricultural operations unless authorized by the crew leader on site.

Dog Waste: The authorizing party agrees to provide a work area clean of K-9 feces. ~~Dombrowski Tree Service will not be responsible for picking it up. An unclean work area may result in cancellation of work and the loss of your deposit.~~

Stump removal: Unless specified in the proposal, stump removal is not included in the price quoted. When stump grinding is requested and quoted, the chips left over as a result of the grindings are not hauled unless specified in the proposal. When specified in the proposal, stumps are ground approximately six inches, unless otherwise specified on proposal. We will not leave a "hole" in the ground as to not create a liability. Excess grindings will be removed, and the rest shall be raked into said "hole" to the existing grade.

Concealed Contingencies: Any additional work or equipment required to complete

Dombrowski tree service

Escanaba, Michigan 49829

dombrowskitreeservice@gmail.com |
dombrowskitreeservice.com



Notes Continued...

the work, caused by the authorizing party's failure to make known, or caused by previously unknown foreign material in the trunk, the branches, underground, or any other condition not apparent in estimating the work specified, shall be paid for by the customer on a time and material basis. Dombrowski Tree Service is not responsible for damages to underground sprinklers, drain lines, invisible fences, septic or underground cables unless the systems are adequately mapped by the authorizing party, and a copy is presented at least 48 hours prior to service, as a change in access could affect price and scheduling due to difficult access of our equipment.

Clean Up: Clean up shall include removing wood, brush, clippings, and raking of all operational byproduct, unless otherwise noted on this proposal. Seasonal debris is not the responsibility of Dombrowski Tree Service. ie: we will not be responsible for fall or spring "clean up" while on the premises to do tree work.

Lawn/Driveway/Points of Access Repair: Dombrowski Tree Service will attempt to minimize all disturbances by taking the utmost care entering, executing work, and exiting your property. Dombrowski Tree Service is not responsible for damage done to lawns, driveways, or points of access by vehicles entering, working and exiting the property. Repairs are not included in the contract price, unless noted otherwise on this proposal.

City Required Permits and Fee's: Client is responsible for payment of all fees, permits and police details required by your city. In certain cases, we will acquire and provide necessary requirements, and bill client for them on final invoice.

Terms of Payment: Unless otherwise noted in this proposal, the customer agrees to pay the account in full upon completion of job. Failure to remit full payment within the agreed-upon payment term, will result in a finance charge of 3% per month.