

CITY COUNCIL

MEETING AGENDA

June 15, 2023

Mark Ammel, Mayor Karen Moore, Mayor Pro Tem Ronald J. Beauchamp, Council Member Tyler DuBord, Council Member Todd Flath, Council Member James R. McNeil, City Manager Phil DeMay, City Clerk Laura J. Genovich, 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 15, 2023, at 7:00 p.m.

CALL TO ORDER

ROLL CALL

INVOCATION/PLEDGE OF ALLEGIANCE

APPROVAL/CORRECTION(S) TO MINUTES —

Regular Meeting – May 18, 2023 Special Meeting – May 25, 2023 Special Meeting – June 5, 2023

APPROVAL/ADJUSTMENTS TO THE AGENDA CONFLICT OF INTEREST DECLARATION(S) BRIEF PUBLIC COMMENT(S) PUBLIC HEARINGS

1. Public Hearing - Ordinance No. 1281 - Appropriations Ordinance Amendment - Controller.

Explanation: A public hearing will be conducted on an amendment to the current Appropriations Ordinance for the fiscal year ending June 30, 2023. An amendment is needed to balance out over and under expenditures within various departmental budgets for the 2022-23 fiscal year. This action is mandated by State law and adjusts budget accounts to help ensure that no individual line items are overrun.

2. Public Hearing – Resolution 23-15 – CDBG/RLF Funding for LeverEdge Chiropractic PLLC – HR Director/Treasurer.

Explanation: Administration recommends approval of a loan of \$35,000 of CDBG/RLF program funds to LeverEdge Chiropractic PLLC, to purchase equipment and provide working capital. This will result in the hiring of one (1) new employee, 51% of whom have been previously classified as low to moderate income persons. No individuals will be displaced as a result of the proposed activities. Administration is recommending Council approval.

UNFINISHED BUSINESS – None NEW BUSINESS

Approval – Resolution 23-13 – To Withdraw from Great Lakes Utilities – Electric.

Explanation: Administration is requesting City Council approval of the resolution to withdraw membership from Great Lakes Utilities.

2. Approval – Annual Linemen Safety Training – Electric.

Explanation: Administration is requesting City Council approval to sign an agreement with MEUW for Annual Linemen Safety Training.

3. Approval – Budget Request – Dock Number Signage – Marina.

Explanation: Escanaba Marina is seeking City Council approval of new dock number signage for pier #1 and #3. Quotes have been procured from three different companies, Hurley Marine, Sign UP Graphics, and Meier's Signs.

4. Approval – Road Closure - Great Lakes Federal Credit Union – City Manager.

Explanation: Great Lakes Federal Credit Union is requesting City Council approval to close the 2100 block of 3rd Place, on July 28, 2023, from 11:00 a.m. until 3:00 p.m., for their annual Member Appreciation Day. Administration is recommending approval of the request contingent upon the following: 1) Proper insurance was provided naming the City of Escanaba as an additional insured, and 2) event sponsors provide all labor material and clean up at the conclusion of the event.

5. Approval – Annual Service Agreement - William Bonifas Fine Arts Center – City Manager.

Explanation: The William Bonifas Fine Arts Center is seeking Council approval of their 2023-24 Service Agreement in the amount of \$5,000. Under the terms of the agreement, the Center will provide (6 to 8) exhibitions in the Alice Powers Gallery, a minimum (6) on-stage (or radio) plays, a minimum of (40) classes in the creative and visual arts, and workshops, which will be available to the citizens of Escanaba. Administration is recommending approval of the Service Agreement. This is a budgeted item.

6. Approval – Resolution 23-14, Resolution of Support - Bonifas Arts Center - 2024 Music Mondays Summer Concerts – City Manager.

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.

7. Approval – Delta County Historical Society Agreement – City Manager.

Explanation: Administration is requesting City Council approval of the 2023/24 service agreement with the Delta County Historical Society. This item is included in the 2023/24 Budget.

8. Approval – Contract with C2AE for the Webster Park Splash Pad – Recreation.

Explanation: Administration is recommending approval of a contract between the City of Escanaba and C2AE for \$17,000 for engineering services on the proposed Webster Park Splash.

9. Approval – 2024 Tandem Plow Truck Purchase – Engineering/Public Works.

Explanation: Public Works received four (4) bids for a 2024 Western Star Tandem Axel Plow Truck with a Dump Box, Underbody Scraper, four-way front plow and rear mount wing. Public Works is requesting approval to accept the bid from UP Truck Center in Quinnesec, MI with the body package from Monroe Truck Equipment of \$246,370.

10. Approval – Conduct Lead Service Line Replacements – Water.

Explanation: Administration is requesting authorization to retain and hire any contractor to install a water service, who is licensed and insured to conduct this type of work, at the rate of \$3,150.00 for a half service or \$6,000.00 for an entire service per site or address, which is deemed necessary by the Water Department.

11. Approval – Water Treatment Plant Generator – Water.

Explanation: Administration is requesting City Council approval to purchase a new generator from Fabick Power Systems of Green Bay, Wisconsin for the Water Treatment Plant in an amount not exceed \$113,700.00, which will include \$4,000.00 for contingencies. Money is available and budgeted for this purchase in the current fiscal year.

12. Approval – RAP 2.0 (Revitalization and Placemaking Program) – DDA.

Explanation: A Ludington Street Workgroup has been working on project possibilities for the RAP 2.0 (Revitalization and Placemaking Program) grant through the MEDC. The City Council will be updated on proposed restrooms in the Municipal Dock area and streetscape at the eastern end of Ludington Street.

13. Approval – Police Academy Training – EPSD.

Explanation: Administration is seeking City Council approval of funds not to exceed \$15,000 for the sponsorship of an Escanaba Public Safety recruit. This request is being done with the stipulation we are receiving \$24,000 in grant funds from MCOLES to sponsor a recruit through the police academy.

14. Approval – Extrication Equipment – EPSD.

Explanation: Escanaba Public Safety received grants to replace its extrication equipment. Escanaba Public Safety is seeking City Council approval to purchase new extrication equipment. Public Safety has received \$38,755.05 to cover the costs.

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

Respectfully Submitted,

James R. McNeil City Manager

OFFICIAL PROCEEDINGS CITY COUNCIL CITY OF ESCANABA, MICHIGAN Regular Council Meeting Thursday, May 18, 2023

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, and Todd Flath

Absent: Council Member Moore

Also Present: City Manager James R. McNeil, City Clerk Phil DeMay, Department Heads,

media, and members of the public.

City Clerk DeMay led Council in the Pledge of Allegiance.

Beauchamp moved, DuBord seconded, **CARRIED UNAMINOUSLY**, to excuse Council Member Moore's absence.

Flath moved, DuBord seconded, **CARRIED UNANIMOUSLY**, to approve Regular Meeting minutes from May 4, 2023, as submitted.

ADJUSTMENTS TO THE AGENDA

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

CONFLICT OF INTEREST DECLARATION – None

BRIEF PUBLIC COMMENT – None

PUBLIC HEARINGS

PH-1 Public Hearing and Adoption – FY2023-24 Operating Budget.

The Council has conducted four (4) public hearings and three (3) budget work sessions to set a proposed FY2023-24 operating budget. This was the final public hearing on the FY2023-24 City operating budget and will establish a City millage rate of 17.442 mills. Administration recommended Council approval of the FY2023-24 Operating Budget, Capital Improvement Plan and Master fee schedule.

This being a public hearing, Mayor Ammel asked for public comment.

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

PH-1 DuBord moved, Flath seconded, to establish the City millage rate at 17.442 mills for the 2023-2024 budget year and to adopt the 2023-2024 City budget, Capital Improvement Plan and Master Fee Schedule as published.

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

Ayes: DuBord, Flath, Beauchamp, Mayor Ammel

Nays: None Absent: Moore

MOTION CARRIED.

PH-2 Public Hearing - Obsolete Property Rehabilitation Act (OPRA) - Exemption - District No. 28 - 723 Ludington Street.

Lake Effect Distillery, LLC, owner of 723 Ludington Street, has requested to be enrolled in the Obsolete Properties Rehabilitation Act (OPRA) (PA 146, 2000) which allows for partial exemption of property taxes for a specified period of time so that certain types of property improvements can be made. The intent of the legislation is to encourage rehabilitation of underutilized or decaying commercial or commercial/residential properties in certain designated communities. Administration recommended an OPRA exemption up to twelve (12) years beginning December 30, 2023, and ending December 30, 2035.

This being a public hearing, Mayor Ammel asked for public comment.

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

PH-2 "By Council Member DuBord, seconded by Council Member Beauchamp:

RESOLUTION 23-12

RESOLUTION TO APPROVE AN APPLICATION FOR OBSOLETE PROPERTY REHABILITATION EXEMPTION FOR LAKE EFFECT DISTILLERY, LLC NO. 28

Whereas, Pursuant to P.A. 146 of 2000, the City of Escanaba is a Qualified Local Governmental Unit eligible to establish one or more Obsolete Property

Rehabilitation Districts; and

Whereas, The City of Escanaba Legally established Obsolete Properties Rehabilitation District No. 28 on May 4, 2023, pursuant to a public

hearing held on that date; and

Whereas, The taxable value of this exemption plus the aggregate taxable value of

property already exempt under PA 146 of 2000 and under PA 198 of 1974 does not exceed 5% of the total taxable value of the City of

Escanaba; and

Whereas, The applicant is not delinquent in any taxes related to the facility; and

Whereas, The applicant has provided all required items to the City of Escanaba;

and

Whereas, The application is for obsolete property as defined in Sec. 2(h) of Public

Act 146 of 2000; and

Whereas, Rehabilitation of this facility as covered by this exemption had not begun

prior to May 4, 2023, the date the district was established; and

Whereas, The application relates to a rehabilitation program that, when completed,

constitutes a rehabilitated facility within the meaning of PA 146 of 2000,

situated within an Obsolete Property Rehabilitation District; and

Whereas, Completion of the rehabilitated facility is calculated to, and will, at the

time of issuance of the certificate, have the reasonable likelihood to increase commercial activity, to create employment, to retain

employment, and to revitalize an urban area; and

Whereas, The rehabilitation includes improvements aggregating 10% or more of

the true cash value of the property at commencement of the

rehabilitation as provided by Sec. 2(I) of PA 146 of 2000; and

Whereas. The application was approved at a public hearing on May 18, 2023,

provided by Sec. 4(2) of PA 146 of 2000, allowing a period of thirty-

seven (37) months for completion of the rehabilitation;

Now, Therefore, Be It Resolved by the City Council of the City of Escanaba that Lake

Effect Distillery, LLC 723 Ludington Street

Be and is hereby granted an Obsolete Property Rehabilitation Exemption for the real property located in Obsolete Property Rehabilitation District No. 28 at 723 Ludington Street, described as LOTS 4, 5, 6, AND THE NORTH 67.5 FEET OF LOTS 7 AND 8 OF BLOCK 40 OF THE ORIGINAL PLAT, City of Escanaba, Delta County, Michigan,

For a period of twelve years beginning December 30, 2023, and ending December 30, 2035.

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

Ayes: DuBord, Beauchamp, Flath, Mayor Ammel

Nays: None Absent: Moore

RESOLUTION DECLARED ADOPTED."

NEW BUSINESS

NB-1 First Reading of Ordinance No. 1275, the Appropriations Ordinance, Including the Millage Rate of 17.442 Mills and Setting the Date of Thursday, May 25, 2023, for the Second Reading, Public Hearing, and Adoption.

Once the City Council approves the budget, the Council must approve a tax levy and authorize appropriations to implement the budget. Administration recommended a special meeting of the Council for Thursday, May 25, 2023, at 9:00 a.m. be scheduled for the second reading, public hearing, and adoption of Appropriations Ordinance No. 1275.

NB-1 DuBord moved, Flath seconded, **CARRIED UNANMIOUSLY**, to set the date of May 25, 2023, at 9:00 a.m. for the second reading, public hearing and adoption of the Appropriations Ordinance No. 1275 and millage rate of 17.442 mills.

NB-2 First Reading of Ordinance No. 1276, the Tax Levy Ordinance, and Setting the Date of Thursday, May 25, 2023, for the Second Reading, Public Hearing and Adoption.

Section 9, Chapter VIII, of the City Charter requires the City, by Ordinance, to levy taxes that may be necessary to meet the appropriations' needs for the upcoming fiscal year budget. Administration recommended a special meeting of the Council for Thursday, May 25, 2023, at 9:00 a.m. be scheduled for the second reading, public hearing, and adoption of Tax Levy Ordinance No. 1276.

NB-2 DuBord moved, Flath seconded, **CARRIED UNANIMOUSLY**, to set the date of May 25, 2023, at 9:00 a.m. for the second reading, public hearing, and adoption of Tax Levy Ordinance No. 1276.

NB-3 First Reading of Ordinance No. 1277, the Electric Rate Ordinance, and Setting the Date of Monday, June 5, 2023, for Second Reading, Public Hearing, and Adoption.

Annually, the City Council sets electric utility rates for the next fiscal year. Council was asked to consider this the first reading of Ordinance No. 1277 and to schedule the second reading and public hearing for June 5, 2023, at 9:00 a.m.

NB-3 Beauchamp moved, DuBord seconded, **CARRIED UNANIMOUSLY**, to set the date of June 5, 2023, at 9:00 a.m. for the second reading, public hearing, and adoption of Ordinance No. 1277.

NB-4 First Reading of Ordinance No. 1278, the Water Rate Ordinance, and Setting the Date of Monday, June 5, 2023, for Second Reading, Public Hearing, and Adoption.

Annually, the City Council sets water utility rates for the next fiscal year. Council was asked to consider this the first reading of Ordinance No. 1278 and to schedule the second reading and public hearing for June 5, 2023, at 9:00 a.m.

NB-4 DuBord moved, Flath seconded, **CARRIED UNANIMOUSLY**, to set the date of June 5, 2023, at 9:00 a.m. for the second reading, public hearing, and adoption of Ordinance No. 1278.

NB-5 First Reading of Ordinance No. 1279, the Wastewater Rate Ordinance, and Setting the Date of Monday, June 5, 2023, for the Second Reading, Public Hearing, and Adoption.

Annually, the City Council sets wastewater utility rates for the next fiscal year. Council was asked to consider this the first reading of Ordinance No. 1279 and to schedule the second reading and public hearing for June 5, 2023, at 9:00 a.m.

NB-5 DuBord moved, Beauchamp seconded, **CARRIED UNANIMOUSLY**, to set the date of June 5, 2023, at 9:00 a.m. for the second reading, public hearing, and adoption of Ordinance No. 1279.

NB-6 First Reading of Ordinance No. 1280, the Solid Waste Ordinance, and Setting the Date of Monday, June 5, 2023, for the Second Reading, Public Hearing, and Adoption.

Annually, the City Council sets solid waste rates for the next fiscal year. Council was asked to consider this the first reading of Ordinance No. 1280 and to schedule the second reading and public hearing for June 5, 2023, at 9:00 a.m.

NB-6 DuBord moved, Flath seconded, **CARRIED UNANIMOUSLY**, to set the date of June 5, 2023, at 9:00 a.m. for the second reading, public hearing, and adoption of Ordinance No. 1280.

NB-7 Approval – Use of Public Space – Ludington Park and Ludington Street – Annual Krusin Klassic Car Fun Run – Administration.

The Krusin Klassic Car Club requested City Council approval to use Ludington Park and Ludington Street on June 2, 2023, from 6:00 p.m. to 8:00 p.m., for their annual "Krusin Klassics Fun Run". Administration recommended approval of the request contingent upon the following: 1) Proper insurance was provided naming the City of Escanaba as an additional insured, and 2) event sponsors provide all labor material and clean up at the conclusion of the event.

NB-7 Beauchamp moved, DuBord seconded, **CARRIED UNANIMOUSLY**, to approve a request from the The Krusin Klassic Car Club to use Ludington Park and Ludington Street on June 2, 2023, from 6:00 p.m. to 8:00 p.m., for their annual "Krusin Klassics Fun Run", contingent upon the following: 1) Proper insurance was provided naming

the City of Escanaba as an additional insured, and 2) event sponsors provide all labor material and clean up at the conclusion of the event.

NB-8 Approval – Property and Liability Insurance Renewal – City Controller.

Administration requested City Council approval of the property and liability insurance policy with the Michigan Municipal Risk Management Authority for July 1, 2023 through June 30, 2024.

NB-8 Flath moved, Beauchamp seconded, to approve the property and liability insurance policy with the Michigan Municipal Risk Management Authority for July 1, 2023 through June 30, 2024.

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

Ayes: Flath, Beauchamp, DuBord, Mayor Ammel

Nays: None Absent: Moore

MOTION CARRIED.

NB-9 Approval – Request to Purchase City Property – 3110 5th Avenue South – Manager.

Administration presented a request to purchase city property at 3110 5th Avenue South for the purpose of the construction of a single-family home. Prices are as follows: Bid \$20,000, Ask \$20,500, Private Appraisal \$19,500, Assessor \$20,500.

NB-9 DuBord moved, Flath seconded, to approve a request to purchase city property at 3110 5th Avenue South for the purpose of the construction of a single-family home for the amount of \$20,000 and construction must commence within 18 months along with sidewalks included.

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

Ayes: DuBord, Flath, Beauchamp, Mayor Ammel

Nays: None Absent: Moore

MOTION CARRIED.

NB-10 Approval – WWTP Digester Bio-Solids Removal & Hauling – 2023 – Wastewater Department.

Administration requested City Council approval to retain professional services from Synagro of 435 Williams Court, Suite 100, Baltimore, Maryland for the digester bio-

solids cleaning and hauling in an amount not to exceed \$200,000.00, which includes \$3,775.00 in contingencies.

NB-10 Beauchamp moved, Ammel seconded, to approve to retain professional services from Synagro of 435 Williams Court, Suite 100, Baltimore, Maryland for the digester bio-solids cleaning and hauling in an amount not to exceed \$200,000.00, which includes \$3,775.00 in contingencies.

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

Ayes: Beauchamp, Mayor Ammel, DuBord, Flath

Nays: None Absent: Moore

MOTION CARRIED.

NB-11 Approval – Drinking Water System Asset Management Plan (DWAM) – Water Department.

Administration requested City Council approval to retain C2AE from Escanaba, MI, for professional services with regard to the City of Escanaba Water Plant Drinking Water System Asset Management Plan in an amount not to exceed \$152,460.00.

NB-11 DuBord moved, Beauchamp seconded, to approve to retain C2AE from Escanaba, MI, for professional services with regard to the City of Escanaba Water Plant Drinking Water System Asset Management Plan in an amount not to exceed \$152,460.00.

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

Ayes: DuBord, Beauchamp, Flath, Mayor Ammel

Nays: None Absent: Moore

MOTION CARRIED.

<u>APPOINTMENT(S) TO CITY BOARDS, COMMISSIONS, AND COMMITTEES</u>

Mayor Ammel, with Council Consensus made the following reappointment:

Mary Blasier reappointed to the Housing Commissions, expiring June 1, 2028.

Council made the following reappointment:

Don Curran reappointed to the Zoning Board of Appeals, expiring June 1, 2026.

City Manager, with Council Consensus made the following appointment:

Josh Anthony appointed to the Harbor Advisory Committee, expiring June 1, 2026.

Gail Brazeau appointed to the Board of Library Trustees, expiring June 1, 2026.

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

• Thanked the community for all their involvement in welcoming the 1st crew ship to the City of Escanaba. There was great feedback from the visitors on the crew ship.

Flath moved, DuBord seconded, to go into recess, CARRIED UNANIMOUSLY.

The time was 7:39 p.m.

DuBord moved, Beauchamp seconded, to come back in session, **CARRIED UNANIMOUSLY**.

The time was 7:46 p.m.

NB-12 Closed Session – Discussion of Labor Contracts – HR Director/Treasurer.

Administration requested Council go into a closed session to consider material exempt from discussion or disclosure by statute under MCL 15.268(c), identified as negotiation of a collective bargaining agreement(s).

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

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

Ayes: DuBord, Flath, Beauchamp, Mayor Ammel

Nays: None Absent: Moore

MOTION CARRIED.

The time was 7:46 p.m.

Ma	ny 18, 2023 – cont.				
	DuBord moved, Beauchamp seconded, to come back into Open Session.				
	Upon a call of the roll, the vote was as follows:				
	Ayes: DuBord, Beauchamp, Flath, Mayor Am Nays: None Absent: Moore	ımel			
	MOTION CARRIED.				
	The time was 8:28 p.m.				
	No Council actions were taken during closed session.				
	Hearing no further public comment, Beauchamp moved, the Council adjourned at 8:2 p.m.				
	Respectfully submitted,				
	Phil DeMay City Clerk	Approved:	Mark Ammel, Mayor		
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City Council Minutes

OFFICIAL PROCEEDINGS CITY COUNCIL CITY OF ESCANABA, MICHIGAN Special Council Meeting Thursday, May 25, 2023

Pursuant to a meeting notice posted on May 8, 2023, the meeting was called to order by the Honorable Mayor Mark Ammel at 9:00 a.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 James R. McNeil, City Clerk Phil DeMay, Department Heads,

media, and members of the public.

ADJUSTMENTS TO THE AGENDA

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

CONFLICT OF INTEREST DECLARATION – None

BRIEF PUBLIC COMMENT – None

PUBLIC HEARINGS

PH-1 Second Reading, Public Hearing of Ordinance No. 1275, the Appropriations Ordinance, Including the Millage Rate of 17.442 Mills.

In accordance with Chapter VIII. General Finance of the City Charter, Section 9, Council was required by ordinance to levy taxes that are necessary to meet the appropriations made for the upcoming fiscal year.

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

Hearing no public comment, Mayor Ammel closed the public hearing and the following resolution was made:

PH-1 "By Council Member DuBord, seconded by Council Member Moore;

Resolved, That Ordinance No. 1275, the Appropriations Ordinance, given its second reading and public hearing at this meeting, be and is hereby adopted and that it be published in accordance with the requirements of the City Charter."

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

Aves: DuBord, Moore, Beauchamp, Flath, Mayor Ammel

Nays: None

RESOLUTION DECLARED ADOPTED."

Herewith Ordinance No. 1275 adopted by title:

"AN ORDINANCE TO MAKE APPROPRIATIONS AND CORRESPONDING REVENUES FOR THE YEAR ENDED JUNE 30, 2024."

Full text in Ordinance Record "M"

PH-2 Second Reading, Public Hearing of Ordinance No. 1276, the Tax Levy Ordinance.

In accordance with Chapter VIII. General Finance of the City Charter, Section 9, Council must approve a tax levy and authorize appropriations to implement the budget for the upcoming fiscal year.

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

Hearing no public comment, Mayor Ammel closed the public hearing and the following resolution was made:

PH-2 "By Council Member Flath, seconded by Council Member Beauchamp;

Resolved, That Ordinance No. 1276, the Tax Levy Ordinance setting the millage rate at 17.442 mills, given its second reading and public hearing at this meeting, be and is hereby adopted and that it be published in accordance with the requirements of the City Charter."

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

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

Nays: None

RESOLUTION DECLARED ADOPTED."

Herewith Ordinance No. 1276 adopted by title:

"AN ORDINANCE TO LEVY SUCH TAXES AS MAY BE NECESSARY TO MEET APPROPRIATIONS MADE AND ALL SUMS REQUIRED BY LAW TO BE RAISED TO DEFRAY THE DEBTS, EXPENDITURES, AND LIABILITIES OF SAID CITY FOR THE FISCAL YEAR ENDING ON THE 30TH DAY OF JUNE 2024, AND REQUIRING AN AUTHORIZED LEVY ON THE JULY 2023, CITY TAX ROLL OF RETURNED UNPAID SPECIAL ASSESSMENTS, TOGETHER WITH SUCH PENALTIES THEREON AS IS PROVIDED BY THE CITY CHARTER."

Full text in Ordinance Record "M"

UNFINISHED BUSINESS – None

NEW BUSINESS

NB-1 Approval – CIPP Bid for Lining of Storm Sewer – Engineering/Public Works.

Bids for the 2023 CIPP Sewer Lining Project were solicited and were opened on May 16, 2023, which includes (Area 1) storm sewer pipe that runs along the alley east of South 22nd Street, from the alley north of 1st Avenue South to 3rd Avenue South and (Area 2) storm sewer pipe that runs from the intersection of 5th Avenue South and South 20th Street northwest to the alley north of 5th Avenue South. Administration sought City Council approval of the 2023 CIPP Sewer Lining Project bid (Area 1) from Tunnel Vision of Escanaba MI at a cost not to exceed \$193,212. The department has \$200,000 budgeted for the CIPP Lining Project.

NB-1 Moore moved, Beauchamp seconded, to approve of the 2023 CIPP Sewer Lining Project bid (Area 1) and (Area 2) from Tunnel Vision of Escanaba MI.

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

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

Nays: None

MOTION CARRIED.

NB-2 Approval – Additional Items of Work – South 10th Street DWSRF Lead Service Line Contract – Engineering/Public Works.

Administration requested City Council approval to utilize the existing contract unit prices for the additional work described. Funding for the additional work was budgeted under the Major Street Fund.

NB-2 Moore moved, DuBord seconded, to approve to utilize the existing South 10th Street DWSRF Lead Service Line contract unit prices for the additional work described.

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

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

Navs: None

MOTION CARRIED.

NB-3 Approval – Additional items of Work – Stephenson Avenue DWSRF Lead Service Line Contract – Engineering/Public Works.

Administration requested City Council approval to utilize the existing contract unit prices for the additional work described.

NB-3 Moore moved, Flath seconded, to approve to utilize the existing Stephenson Avenue DWSRF Lead Service Line contract unit prices for the additional work described.

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

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

Nays: None

MOTION CARRIED.

APPOINTMENTS - None

BOARD, COMMISSION, AND COMMITTEE REPORTS – None

GENERAL PUBLIC COMMENT – None

ANNOUNCEMENTS – None

DuBord moved, Beauchamp seconded, to go into recess, **CARRIED UNANIMOUSLY**.

The time was 9:25 a.m.

DuBord moved, Flath seconded, to come back in session, **CARRIED UNANIMOUSLY**.

The time was 9:30 a.m.

NB-4 Closed Session – Discussion of Labor Contracts – HR Director/Treasurer.

Administration requested Council go into a closed session to consider material exempt from discussion or disclosure by statute under MCL 15.268(c), identified as negotiation of a collective bargaining agreement(s).

DuBord moved, Flath seconded, to go into Closed Session by statute under MCL 15.268(c), identified as negotiation of a collective bargaining agreement(s).

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

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

Nays: None

MOTION CARRIED.

The time was 9:31 a.m.

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

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

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

Nays: None

MOTION CARRIED.

The time was 9:56 a.m.

No Council actions were taken during closed session.

NB-4(a) Flath moved, DuBord seconded, to approve the Clerical Contract as written.

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

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

Nays: None

MOTION CARRIED.

NB-4(b) DuBord moved, Beauchamp seconded, to approve the Public Safety Contract as written.

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

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

Nays: None

MOTION CARRIED.

Action was taken today at the Special Meeting because Council wanted everyone to be present to vote. There are multiple scheduled absences at the next regular meeting.

Hearing no further public comment DuBord moved, Beauchamp seconded, Council adjourned at 9:59 a.m.

City Council Minutes		
May 25, 2023 – cont.		
Respectfully submitted,		
Phil DeMay	Approved:	
City Clerk		Mark Ammel, Mayor

OFFICIAL PROCEEDINGS CITY COUNCIL CITY OF ESCANABA, MICHIGAN Special Council Meeting Thursday, June 5, 2023

Pursuant to a meeting notice posted on May 22, 2023, the meeting was called to order by the Honorable Mayor Mark Ammel at 9:02 a.m. in the Council Chambers of City Hall located at 410 Ludington Street.

Present: Mayor Mark Ammel, Council Members, Ronald J. Beauchamp, Tyler

DuBord, and Karen Moore

Absent: Council Member Todd Flath

Also Present: City Manager James R. McNeil, City Clerk Phil DeMay, Department Heads,

media, and members of the public.

DuBord moved, Beauchamp seconded, **CARRIED UNAMINOUSLY**, to excuse Council Member Flath's absence.

ADJUSTMENTS TO THE AGENDA

Beauchamp 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, water, wastewater and solid waste utility rate ordinances on the first Monday of June, for the upcoming fiscal year 2023-24.

PH-1a Second reading, public hearing and adoption of Ordinance No. 1277, 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. 1277.

Inasmuch as this was a public hearing, Mayor Ammel asked for comments from the Council and audience relative to the setting of the Electric Rate Ordinance No. 1277.

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

City Council Minutes June 5, 2023 – cont.

PH-1a "By Council Member DuBord, seconded by Council Member Moore;

Resolved, That Ordinance No. 1277, 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: DuBord, Moore, Beauchamp, Mayor Ammel

Nays: None Absent: Flath

RESOLUTION DECLARED ADOPTED."

Herewith Ordinance No. 1277, 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, 2023, AND ALL BILLINGS THEREAFTER UNTIL FURTHER AMENDED BY THE COUNCIL."

Full text in Ordinance Record "M."

PH-1b Second reading, public hearing and adoption of Ordinance No. 1278, 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. 1278.

Inasmuch as this was a public hearing, Mayor Ammel asked for comments from the Council and audience relative to the setting of the Water Rate Ordinance No. 1278.

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

PH-1b "By Council Member Beauchamp, seconded by Council Member DuBord;

Resolved, That Ordinance No. 1278, 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: Beauchamp, DuBord, Moore, Mayor Ammel

Nays: None Absent: Flath

RESOLUTION DECLARED ADOPTED."

Herewith Ordinance No. 1278, 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, 2023, AND ALL BILLINGS THEREAFTER UNTIL FURTHER AMENDED BY THE COUNCIL."

Full text in Ordinance Record "M."

PH-1c Second reading, public hearing and adoption of Ordinance No. 1279, the Wastewater Rate Ordinance. A 3 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. 1279.

Inasmuch as this was a public hearing, Mayor Ammel asked for comments from the Council and audience relative to the setting of the Wastewater Rate Ordinance No. 1279.

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

PH-1c "By Council Member DuBord, seconded by Council Member Moore;

Resolved, That Ordinance No. 1279, 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: DuBord, Moore, Beauchamp, Mayor Ammel

Nays: None Absent: Flath

RESOLUTION DECLARED ADOPTED."

Herewith Ordinance No. 1279, 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, 2023, AND ALL BILLINGS THEREAFTER UNTIL FURTHER AMENDED BY THE CITY COUNCIL."

City Council Minutes June 5, 2023 – cont.

Full text in Ordinance Record "M."

PH-1d Second reading, public hearing and adoption of Ordinance No. 1280, the Solid Waste, Recycling, Yard Waste and Litter Ordinance. No rate increases are 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. 1280.

Inasmuch as this was a public hearing, Mayor Ammel asked for comments from the Council and audience relative to the setting of the Solid Waste, Recycling, Yard Waste and Littering Ordinance No. 1280.

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

PH-1d "By Council Member DuBord, seconded by Council Member Beauchamp;

Resolved, That Ordinance No. 1280, 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: DuBord, Beauchamp, Moore, Mayor Ammel

Nays: None Absent: Flath

RESOLUTION DECLARED ADOPTED."

Herewith Ordinance No. 1280, 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, 2023 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 "M."

UNFINISHED BUSINESS – None

NEW BUSINESS – None

GENERAL PUBLIC COMMENT - None

ANNOUNCEMENTS

- Kruisin Klassics had a great turnout and parade!
- Enhanced Escanaba will plant their "annuals" Wednesday June 6th.
- Mayor Ammel read a proclamation at the new "Abrahamson Courts tennis complex at the Escanaba Junior and Senior School. The tennis complex was made possible by generous donations, including significant contributions from Patricia Abrahamson and her son, Jeff.

Hearing no further public comment DuBord moved, Beauchamp seconded, Council adjourned at 9:18 a.m.

Respectfully submitted,			
Phil DeMay	Approved:		
City Clerk	• •	Mark Ammel, Mayor	

Agenda Item: <u>PH-1</u>
Date: <u>06-15-2023</u>

City Council Agenda Item Request

Date: 05/31/2023

Name: Melissa Becotte

Department: Controller

Item: Approval - Ordinance No. 1281 - Appropriations Ordinance Amendment

Meeting date requested: 06/15/2023

Explanation for request:

A public hearing will be conducted on an amendment to the current Appropriations Ordinance for the fiscal year ending June 30, 2023. An amendment is needed to balance out over and under expenditures within various departmental budgets for the 2022-23 fiscal year. This action is mandated by State law and adjusts budget accounts to help ensure that no individual line items are overrun.

MEMORANDUM May 31, 2023

TO: James McNeil, Phil Demay

FROM: Melissa Becotte

SUBJECT: 2022/23 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 2022/23.

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 2022/23 General Fund budget was originally adopted with a use of \$366,800 in fund balance. This amendment will increase the use of fund balance by \$8,694. As mentioned above, this will not be the year-end result since we do not amend down activities that will come in under budget. I estimate the final usage of fund balance to be around \$100,000.

I am amending revenues by \$213,000 to account for higher Small Taxpayer PPT reimbursement, marijuana dispensary fee/licenses, higher than anticipated revenue sharing and increased donations/contributions that cover various expenditures.

I am amending the expenditures by \$252,220 for the reasons detailed below.

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

- (1) Increase the City Controller appropriation by \$9,500. The additional funds are requested to cover the cost of the overhead allocation study that was completed.
- (2) Increase the City Clerk appropriation by \$5,500. The additional funds are requested to cover overhead costs as well as the cost to update the online Code of Ordinances.

- (3) Increase the Auditor appropriation in the amount of \$365. The funds are requested to cover the General Fund share of actual cost of the annual audit.
- (4) Increase the IT appropriation by \$500. The additional funds are requested to cover overhead costs.
- (5) Add the Bad Debts appropriation by \$15,320. The funds are requested to cover uncollectable A/R invoices.
- (6) Increase the Attorney appropriation by \$18,500. The additional funds are requested to cover legal fees.
- (7) Increase the Public Safety appropriation by \$62,000. The additional funds are requested to cover the purchase of a new K9 and new extrication equipment. The K9 purchase was covered 100% by donations. The extrication equipment is funded through a grant and donations.
- (8) Increase the Crossing Guards appropriation by \$6,700. The additional funds are requested to cover the cost of full-time City staff to fill in for guard duty at the schools.
- (9) Increase the Crosswalks appropriation by \$4,000. The additional funds are requested to cover the cost of a contractor to install ADA crosswalks.
- (10) Increase the Sidewalks appropriation by \$10,000. The additional funds are requested to cover the cost of installing a special assessed sidewalk. This excess cost has been paid in full by the property owner.
- (11) Increase the Solid Waste Collection appropriation by \$7,000 for the purchase of wheels and lids for trash carts.
- (12) Increase the Planning Commission appropriation by \$400. The additional funds are requested to cover training costs for board members.
- (13) Increase the Promotional Community appropriation by \$5,000. The additional funds are requested to cover the cost of City staff assisting with City sponsored community activities.
- (14) Increase the Tourism Promotion appropriation by \$18,000. The additional funds are requested to cover the costs associated with Rock the Dock events as well as music in the park. Both are paid fully by donations.
- (15) Increase the Community Services appropriation by \$15,000. The additional funds are requested to cover the in-kind services provided to Enhance Escanaba as part of the hydrangea tree grant.
- (16) Increase the Recreation appropriation by \$38,000. The additional funds are requested to cover the purchase of a kayak launch, tennis court resurfacing and an emergency generator at the Civic Center. The kayak launch was covered by a donation and half the cost of the generator will be covered by a grant.

(17) Increase the Transfer to Parking Maintenance appropriation by \$36,435. The additional funds are requested to cover increased cost of maintaining City parking lots as well as the cost of snow removal from DDA parking lots. By contract, the DDA is limited to \$15,000 of costs for plowing and snow removal on their lots and the City pays the rest.

Due to these appropriations changes, the Overhead to Utilities is being increased \$30,526.

GRANTS FUND

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

Non-motorized Pathway Grant – Funded through several agencies, this project built a non-motorized path to connect north and south Escanaba. This project required a \$50,000 match which was budgeted to be paid from the Gas Retirement fund. We are amending for negative grant revenue in the amount of \$100,090. This is a result of recording full grant funding due to the City in the prior year but not actually maximizing the grant upon project completion. We are also amending revenues by \$47,090 for a transfer from the UDAG fund to cover costs that were not grant eligible. Finally, we are amending expenditures for completion of this project in the amount of \$57,755.

LIBRARY FUND

Administration is requesting an amendment the Library Fund to increase revenues in the amount of \$105,000 to account for grant revenue and a reduction in revenue from Fines and Fees. We are also amending expenditures \$105,000 to cover costs for the mobile outreach vehicle that carried over from the prior year.

OPIOID SETTLEMENT FUND

Administration is requesting an amendment add revenues in the amount of \$12,215 for the Opioid settlement. More funds will be distributed in coming years.

PARKING MAINTENANCE FUND

Administration is requesting an amendment to the Parking Maintenance Fund revenues and expenditures by \$35,000 for plowing and snow removal from the City and DDA parking lots.

HOUSING REHAB FUND

Administration is requesting an amendment to increase expenditures by \$100 to cover audit costs.

UDAG REVOLVING LOAN FUND

Administration is requesting an amendment to increase expenditures by \$235 for to cover audit costs and to add a transfer to the Grants Fund of \$47,090 to cover City costs related to the Non-Motorized Pathway grant.

FARM HOME GRANT FUND

Administration is requesting an amendment to reduce revenues by \$50 due to a reduction in interest earnings and increase expenditures by \$55 for audit costs.

DOWNTOWN DEVELOPMENT AUTHORITY

Administration is requesting amendment to increase expenditures in the amount of \$47,945 to cover additional public relations activities promoting downtown.

BROWNFIELD REDEVELOPMENT FUND

Administration is requesting an amendment of \$3,000 for both revenues and expenditures to cover the addition of a brownfield TIF collections and reimbursements.

SUMMARY

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

Please contact me with any questions on this information.

ORDINANCE NO. 1281

"AN ORDINANCE TO AMEND ORDINANCE NO. 1261, ENTITLED AN ORDINANCE TO MAKE APPROPRIATIONS AND CORRESPONDING REVENUES FOR THE YEAR ENDED JUNE 30, 2023."

THE CITY OF ESCANABA ORDAINS:

The total number of mills of ad valorem property taxes to be levied for fiscal year 2022/2023 is 17.442.

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, 2023.

GENERAL FUND

GENERAL FOND	
Revenues:	
Taxes	\$5 , 860 , 325
Licenses and Permits	41,250
Intergovernmental	1,819,770
Charges for Services/Fines	350,040
Electric Utility Fund Contribution	765 , 790
Transfer from Land Development Fund	60,000
Transfer from DDA Fund	2,500
Transfer from Office Equipment Fund	39 , 200
Transfer from Sanitary Landfill Fund	285 , 000
Miscellaneous Revenues	<u>215,100</u>
Subtotal	\$9,438,975
Transfer from Fund Balance	\$375 , 494
Total General Fund Revenues	\$9,814,469
Expenditures:	
City Council	\$30 , 732
City Manager	314,870
City Controller	452,435
City Clerk	182,605
Auditors	20,365
Information Technology	66,140
Bad Debts	15,320
Board of Review	2,050
Treasurer	288 , 925
Billing	401,706
Assessor	311,235
Elections	25 , 815
City Hall and Grounds	81 , 252
Attorney	106,700
Human Resources	124,155
Insurance/Bonds	6 , 500
Public Safety	4,720,615
Community Preservation	158,830
Crossing Guards	52 , 665
Crosswalks	9,000
Sidewalks	22 , 325
Engineer	400,360
Street Lighting	170,000
Care of Trees and Shrubs	172,335
Solid Waste Collection	499,645
Sanitary Landfill	285 , 000
Composting Activities	93,305
Snow Plowing for Garbage Collection	21,125
Alley Maintenance	50,145
Celebration - Flags	5,060
Fourth of July	22 , 980
Zoning	110,360
Planning Commission	2,500
Promotional Community	12,550
Tourism Promotion	52 , 675
Parks	333,960
Community Services	38,648
Recreation	734,000
Boat Launches	15,775
Band	43,660
Transfer to Parking Maintenance Fund	54,435

Transfer to Library Fund	450,000
Transfer to Marina Fund Transfer to Marina Fund	1,000
Transfer to Escanaba Building Authority Fund	149,000
Sub-total	\$11, 112, 758
Less: Overhead to Utilities	1,298,289 \$9,814,469
Total General Fund Expenditures	39,014,409
MAJOR STREET FUND	
Revenues:	
State Shared Revenues	\$1,452,000
State Grants	375,000 18,000
Interest Earnings Sub-total	\$1,845,000
Transfer from Fund Balance	511,804
Total Major Street Fund Revenues	\$2,356,804
Expenditures:	
Operating Expenses	\$856,804
Street Construction	1,200,000
Transfer to Local Street Fund	300,000
Total Major Street Fund Expenditures	\$2,356,804
LOCAL STREET FUND	
Revenues:	
State Shared Revenues	\$490,000
Interest Earnings	4,500
Property Owner's Share of SA Transfer from Major Street Fund	2,500 300,000
Sub-total	\$797,000
Transfer from Fund Balance	246,409
Total Local Street Fund Revenues	\$1,043,409
Expenditures:	
Operating Expenses	\$493,409
Street Construction	<u>550,000</u>
Total Local Street Fund Expenditures	\$1,043,409
LIBRARY FUND	
Revenues:	
State Funding	\$26,166
Federal Revenue	128,994
Penal Fines Allocation	108,144
Fines and Fees	11,500 1,000
Interest Earnings Donations	10,000
Transfer from General Fund	450,000
Sub-Total	\$735,804
Transfer from Fund Balance	45,743
Total Library Fund Revenues	<u>\$781,547</u>
Expenditures:	
Operating Expenditures	\$781,547 \$781,547
Total Library Fund Expenditures	<u>\$781,547</u>
BEZOLD TRUST FUND	
Revenues:	
Interest Earnings	\$2,000
Transfer from Fund Balance Total Bezold Trust Fund Revenues	\$20,000
Total Bezola Hust Fund Nevendes	<u> 720,000</u>
Expenditures:	
Qualifying Expenditures	\$20,000
Total Bezold Trust Fund Expenditures	<u>\$20,000</u>
GAS RETIREMENT FUND	
Revenues:	
Interest Earnings	\$10,000
Total Gas Retirement Fund Revenues	\$10,000
Expenditures:	
Transfer to Grants Fund	\$0
Total Gas Retirement Fund Expenditures	<u>\$0</u> <u>\$0</u>
CANTED V TANDETT TOWN	
SANITARY LANDFILL FUND	
Revenues: Revenue from Sales	\$300,000
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Ordinance No 1281 – cont.

Penalties on Collections Interest Earnings Sub-total Transfer from Fund Balance	1,200 900 \$302,100
Total Sanitary Landfill Fund Revenues	\$302,100
Expenditures: Transfer to General Fund Administrative Expense City Wide Clean-Up Total Sanitary Landfill Fund Expenditures	\$285,000 175 0 \$285,175
DOWNTOWN DEVELOPMENT AUTHORITY (DDA) FUND	
Revenues: TIF Tax Collections State Reimbursement of Lost PPT State Grants	\$330,000 5,000 0
Interest Earnings Total DDA Fund Revenues	2,200 \$337,200
Expenditures: Operating Expenditures Transfer to General Fund Transfer to Major Street Fund	\$334,700 2,500 0
Total DDA Fund Expenditures HOUSING REHABILITATION FUND	\$337,200
Revenues: Interest Earnings Total Housing Rehabilitation Fund Revenues	\$2,500 \$2,500
Expenditures: Administrative Expense Total Housing Rehabilitation Fund Expenditures	\$520 \$520
LAND DEVELOPMENT FUND Revenues:	
Property Owner's Share of Special Assessments Interest Earnings Sub-Total Transfer from Fund Balance Total Land Development Fund Revenues	\$420 <u>14,000</u> \$14,420 <u>115,095</u> \$129,515
Expenditures:	
Property Improvements Insurance/Bonds Professional Services Property Taxes Transfer to General Fund Transfer to Grants Fund	\$11,500 240 7,500 275 60,000 50,000
Total Land Development Fund Expenditures	\$129,515
PARKING MAINTENANCE FUND Revenues:	
D.D.A. Fund Contractual Transfer from General Fund Total Parking Maintenance Fund Revenues	\$18,000 <u>54,450</u> <u>\$72,450</u>
Expenditures: D.D.A. Lot Expenditures City Lot Expenditures Total Parking Maintenance Fund Expenditures	\$45,000 27,450 \$72,450
E.D.A. REVOLVING LOAN FUND Revenues:	
Interest Earnings Total E.D.A.R.L.F. Revenues	\$4,000 \$4,000
Expenditures: Administrative Costs Total E.D.A.R.L.F. Expenditures	\$1,500 \$1,500

U.D.A.G. REVOLVING LOAN FUND Revenues:	
Interest Earnings	\$30,000
Sub-total Transfer from Fund Balance	\$30,000
Total U.D.A.G.R.L.F. Revenues	<u>47,100</u> \$77,100
Expenditures: Administrative Costs	\$1 , 535
Transfer to Grants Fund	47,165
Total U.D.A.G.R.L.F. Expenditures	\$48,700
FARMERS HOME GRANT FUND Revenues:	
Interest Earnings	\$50
Sub-Total Transfer from Fund Balance	\$50 180
Total Farmers Home Grant Fund Revenues	\$ 230
Expenditures: Administrative Costs	\$230
Total Farmers Home Grant Fund Expenditures	\$230
DRUG LAW ENFORCEMENT FUND	
Revenues: Local Forfeiture Proceeds	\$1,000
Interest Earnings	350
Total Drug Law Enforcement Fund Revenues	<u>\$1,350</u>
Expenditures:	
City Expenditures Total Drug Law Enforcement Fund Expenditures	\$1,000 \$1,000
Total blug haw Enforcement rund Expenditures	<u> </u>
OPIOID SETTLEMENT FUND	
Revenues: Opioid Settlement Revenue	\$12 , 215
Total Opioid Settlement Fund Revenues	\$12,215
Expenditures:	
Qualifying Expenditures	\$0
Total Opioid Settlement Fund Expenditures	\$0
BROWNFIELD REDEVELOPMENT FUND	
Revenues: TIF Tax Collections	\$84,900
Interest Earnings	300
Total Brownfield Redevelopment Fund Revenues	<u>\$85,200</u>
Expenditures:	
Developer Reimbursements Total Brownfield Redevelopment Fund Expenditures	\$84,900 \$84,900
Total Blownifeld Redevelopment Fund Expenditules	704, 900
GRANTS FUND	
Revenues:	¢100 000
Grant Revenue Transfer from UDAG	-\$100,090 47,090
Sub-total	-\$ 53,000
Transfer from Fund Balance Total Grants Fund Revenues	<u>110,755</u> \$57,755
Total Glanes Land Revenues	<u> 437, 733</u>
Expenditures: Non-Motorized Pathway Project	\$57 , 755
Total Grants Fund Expenditures	\$57 , 755
The following is provided for informational purposes only, as p P.A. 2 of 1968	rovided by Michigan
ELECTRIC UTILITY FUND	
Revenues:	¢12 802 166
Revenues: Revenue from Sales Rents	\$13,892,466 60,000
Revenue from Sales Rents Miscellaneous	60,000 126,000
Revenue from Sales Rents	60,000

Ordinance No 1281 – cont.

Evnoncos		
Expenses: Operating Expenses		\$11,687,851
Depreciation		1,000,000
Overhead to General Fund Contribution to General Fund		770,555 765,790
Total Electric Fund Expenses		\$14, 224, 196
WATER UTILITY FUND		
Revenues: Revenue from Sales		\$4,785,000
Miscellaneous		74,675
Interest Earnings		32,000
Total Water Fund Revenues		\$4,891,675
Expenses:		
Operating Expenses Depreciation		\$2,486,995 550,000
Overhead to General Fund		265,413
Bond Interest Expense		150,000
Total Water Fund Expenses		\$3,452,408
WASTEWATER UTILITY FUND		
Revenues:		
Revenue from Sales		\$3,867,500
Miscellaneous Interest Earnings		11,250 4,500
Total Wastewater Fund Revenues		\$3,883,250
Tura en a a a .		
Expenses: Operating Expenses		\$1,663,955
Depreciation		423,350
Overhead to General Fund Bond Interest Expense		240,370 109,910
Total Wastewater Fund Expenses		\$2,437,585
ESCANABA BUILDING AUTHORITY FUND		
Revenues: Lease Payments-Transfer from General Fund		\$149,000
Rent Income-City Hall/Library		133,248
Interest Earnings Total Escanaba Building Authority Fund I	Potronijos	300 \$282,548
Total Escanaba bullating Authority rund i	ve venues	<u> </u>
Expenses:		4005 460
Operating Expenses Interest Expense		\$205,460 6,250
Depreciation Expense		162,500
Total Escanaba Building Authority Fund I	Expenses	<u>\$374,210</u>
MARINA FUND		
Revenues:		
Fees and Concessions		\$262,850
Interest Earnings Contribution from General Fund		900
Total Marina Fund Revenues		1,000 \$264,750
Expenses: Operating Expenses		\$199 , 669
Interest Expense		5 , 095
Depreciation		74,140
Total Marina Fund Expenses		<u>\$278,904</u>
APPROVED:	APPROVED:	
Laura J. Genovich	Mark Ammel	
City Attorney	Mayor	
Date Approved: (Month) (Date), 2023	ATTEST:	
Date Published: (Month) (Date), 2023		
	DL:1 D - N#	
	Phil DeMay City Clerk	
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Ordinance No 1281 - cont.

I hereby certify that the foregoing constitutes a true and complete copy of an Ordinance duly adopted by the City Council of the City of Escanaba, County of Delta, Michigan, at a Special Meeting held on the (date) day of (month), 2023, and was published in the Daily Press, a newspaper of general circulation in the City of Escanaba on (month) (date), 2023, 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: <u>PH-2</u>
Date: <u>06-15-2023</u>

City Council Agenda Item Request

Date: June 8, 2023

Name: Kim G.

Department: HR Director/Treasurer

Item: Public Hearing-Resolution-CDBG/RLF Funding for LeverEdge Chiropractic PLLC

Meeting date requested: June 15, 2023

Explanation for request:

Administration recommends approval of a loan of \$35,000 of CDBG/RLF program funds to LeverEdge Chiropractic PLLC, to purchase equipment and provide working capital. This will result in the hiring of one (1) new employee,51% of whom have been previously classified as low to moderate income persons. No individuals will be displaced as a result of the proposed activities. Administration is recommending Councilapproval.					
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		•			
-					



6/15/2023

To: City of Escanaba Board of Commissioners

From: Northern Initiatives

Re: CDBG Loan Request – LeverEdge Chiropractic PLLC

LeverEdge Chiropractic PLLC is a chiropractic practice located in the City of Escanaba and is owned 50/50 by Dr. Kevin Noel and Dr. Michael Carlson. They have requested to borrow \$35,000 from the City of Escanaba Revolving Loan Fund to purchase equipment and provide working capital as they grow and expand their practice.

LeverEdge has secured bank financing to purchase a building and relocate its practice. They are in need of the additional \$35,000 from the City of Escanaba RLF program to purchase additional fitness equipment and provide working capital. These funds will support the creation of one additional full time job that will benefit a low to moderate income individual.

The business is currently leasing space at 1814 N. Lincoln Road, Ste G and plan to relocate to 3801 19th Ave N (still within the City of Escanaba).

Thank you,

DocuSigned by:

Colleen M. Duflo

Colleen M. Duto

Northern Initiatives

Prepared: 5/9/2023 12:50 PM Loan Number: Loan Amount: \$35,000

Loan Officer: Colleen Duflo

Analyst:

Applicant Summary

Package Name	LeverEdge Chiropractic PLLC
Business Address	1814 N Lincoln Rd Escanaba, MI 49829-2508
Business County	
Project Address	1814 N Lincoln Rd Escanaba, Ml 49829-2508
Project County	
Type of Business	621310 - Offices of Chiropractors
Franchise	No
Legal Structure	Limited Liability Company
Business Age	Existing (more than 2 years)
Date Business Established	7/26/2020
Loan Amount	\$35,000.00
Has Exceptions	No
Multiple Disbursements	No

Loan Purpose

Purchase equipment and provide working capital

Sources and Uses

Use of Proceeds	013 ESCANABA CITY RLF - Northern Initiatives	Total
Purchase Equipment	\$30,159.00	\$30,159.00
Working Capital	\$4,841.00	\$4,841.00
Totals	\$35,000.00	\$35,000.00
Overall Contribution	100.00%	100.00%
Percentage		

Debt Schedule

Business Debt

Creditor / Agency	Legal Entity	Type of Debt	Original Balance	Current Balance	Payment	Origination Date	Maturity Date	Status
Total								

Individual Debt

Creditor / Agency	Legal Entity	Type of Debt	Original Balance	Current Balance	Payment	Origination Date	Maturity Date	Status
CAPITAL ONE	Michael J. Carlson	Credit Card	\$10,000.00	\$843.00	\$25.00			Current
CAPITAL ONE	Michael J. Carlson	Credit Card	\$5,000.00	\$0.00	\$0.00			Current

Creditor / Agency	Legal Entity	Type of Debt	Original Balance	Current Balance	Payment	Origination Date	Maturity Date	Status
						1		
FIRST BK, UPPER MICHIG	Michael J. Carlson	Mortgage	\$184,300.00	\$184,142.00	\$1,609.00			Current
GM FINANCIAL	Michael J. Carlson	Auto Loan	\$20,553.00	\$9,496.00	\$558.00			Current
GREAT LAKES FIRST FCU	Michael J. Carlson	Credit Card	\$2,000.00	\$0.00	\$0.00			Current
Total								

Ownership Summary

Leveredge Chiropractic PLLC - Ownership

Owner	% Owned	Years as Owner	Title
Kevin C. Noel	50.00	3.00	Member
Michael J. Carlson	50.00	3.00	Member

Leveredge Chiropractic PLLC - Ownership Demographics

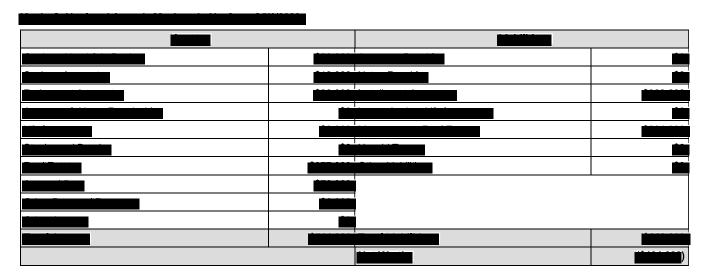
Race	% Owned
White	100.00%
Total Minority	0.00%

Gender	% Owned
Male	100.00%
Total Female	0.00%

Personal Financial Statement

Michael J. Carlson as of 5/1/2023

Assets		Liabilities	
Cash on Hand & in Banks	\$3,506	Accounts Payable	\$0
Savings Accounts	\$5,155	Notes Payable	\$26,840
Retirement Accounts	\$3,975	Installment Accounts	\$206,310
Accounts & Notes Receivable	\$0	Loans Against Life Insurance	\$0
Life Insurance	\$362	Mortgages on Real Estate	\$181,184
Stocks and Bonds	\$0	Unpaid Taxes	\$0
Real Estate	\$194,000	Other Liabilities	\$0
Automobiles	\$47,995		
Other Personal Property	\$4,000		
Other Assets	\$0		
Total Assets	\$258,993	Total Liabilities	\$414,334
		Net Worth	(\$155,341)



Borrowers and Guarantors

Businesses	Transaction Role	Business Role	Legal Structure	NAICS Code	Contact Information
Leveredge Chiropractic PLLC	Borrower	Operating Company	Limited Liability Company	621310 - Offices of	Current
				Chiropractors	1814 N Lincoln Rd
⊟N: 85-2116757					STE G
Phone: (920) 249-5785					Escanaba, M I 49829-2508
Description	N/A				

Individual(s)	Transaction Role	Address(es)
Kevin C. Noel	Guarantor - Full Secured	Current
Primary Contact Phone Email: noelk@leveredgechiro.com		Gladstone, MI 49837-1327
Michael J. Carlson Phone:	Guarantor - Full Unsecured	Current Gladstone, MI 49837-1832
Email: carlsonm@leveredgechiro.com		Gladstone, IVII +3007-1002

Please sign this as your acknowledgment of submission of an application for credit.

Name:	
-------	--

Title:

Name: ___

Prepared: 5/9/2023 12:50 PM Loan Number:

Loan Amount: \$35,000 Loan Officer: Colleen Duflo

Analyst:

Applicant Summary

Package Name	LeverEdge Chiropractic PLLC
Business Address	1814 N Lincoln Rd Escanaba, MI 49829-2508
	1014 N LINCOIN NO ESCANADA, IVII 43023-2300
Business County	
Project Address	1814 N Lincoln Rd Escanaba, MI 49829-2508
Project County	
Type of Business	621310 - Offices of Chiropractors
Franchise	No
Legal Structure	Limited Liability Company
Business Age	Existing (more than 2 years)
Date Business Established	7/26/2020
Loan Amount	\$35,000.00
Has Exceptions	No
Multiple Disbursements	No

Loan Purpose

Purchase equipment and provide working capital

Sources and Uses

Use of Proceeds	013 ESCANABA CITY RLF - Northern Initiatives	Total
Purchase Equipment	\$30,159.00	\$30,159.00
Working Capital	\$4,841.00	\$4,841.00
Totals	\$35,000.00	\$35,000.00
Overall Contribution	100.00%	100.00%
Percentage		

Debt Schedule

Business Debt

Creditor / Agency	Legal Entity	Type of Debt	Original Balance	Current Balance	Payment	Origination Date	Maturity Date	Status
Total					·			

Individual Debt

Creditor / Agency	Legal Entity	Type of Debt	Original Balance	Current Balance	Payment	Origination Date	Maturity Date	Status
CAPITAL ONE	Kevin C. Noel	Credit Card	\$4,500.00	\$935.00	\$25.00			Current
DEPT OF EDUCATION/NELN	Kevin C. Noel	Student Loan	\$16,500.00	\$19,160.00	\$0.00			Current
DEPT OF EDUCATION/NELN	Kevin C. Noel	Student Loan	\$14,478.00	\$16,811.00	\$0.00			Current
DEPT OF EDUCATION/NELN	Kevin C. Noel	Student Loan	\$1,977.00	\$2,249.00	\$0.00			Current
Total								

Creditor / Agency	Legal Entity	Type of Debt	Original Balance	Current Balance	Payment	Origination Date	Maturity Date	Status
DEPT OF EDUCATION/NELN	Kevin C. Noel	Student Loan	\$16,500.00	\$17,630.00	\$0.00			Current
DEPT OF EDUCATION/NELN	Kevin C. Noel	Student Loan	\$450.00	\$476.00	\$0.00			Current
DEPT OF EDUCATION/NELN	Kevin C. Noel	Student Loan	\$3,163.00	\$3,314.00	\$0.00			Current
DEPT OF EDUCATION/NELN	Kevin C. Noel	Student Loan	\$33,000.00	\$37,376.00	\$0.00			Current
DEPT OF EDUCATION/NELN	Kevin C. Noel	Student Loan	\$6,500.00	\$8,103.00	\$0.00			Current
DEPT OF EDUCATION/NELN	Kevin C. Noel	Student Loan	\$27,000.00	\$32,005.00	\$0.00			Current
DEPT OF EDUCATION/NELN	Kevin C. Noel	Student Loan	\$7,500.00	\$8,908.00	\$0.00			Current
DEPT OF EDUCATION/NELN	Kevin C. Noel	Student Loan	\$5,500.00	\$8,263.00	\$0.00			Current
DEPT OF EDUCATION/NELN	Kevin C. Noel	Student Loan	\$7,500.00	\$9,385.00	\$0.00			Current
DEPT OF EDUCATION/NELN	Kevin C. Noel	Student Loan	\$33,000.00	\$36,355.00	\$0.00			Current
DEPT OF EDUCATION/NELN	Kevin C. Noel	Student Loan	\$6,534.00	\$7,160.00	\$0.00			Current
DEPT OF EDUCATION/NELN	Kevin C. Noel	Student Loan	\$16,500.00	\$17,178.00	\$0.00			Current
DORT FINANCIAL CR UNIO	Kevin C. Noel	Other	\$10,757.00	\$9,430.00	\$168.00			Current
FIRST BK, UPPER MICHIG	Kevin C. Noel	Mortgage	\$202,720.00	\$202,720.00	\$1,783.00			Current
FIRST BK, UPPER MICHIG	Kevin C. Noel	Other	\$12,811.00	\$10,060.00	\$213.00			Current
FIRST BK, UPPER MICHIG	Kevin C. Noel	Other	\$49,340.00	\$46,724.00	\$734.00			Current
TINOTE								
GM FINANCIAL	Kevin C. Noel	Auto Loan	\$20,655.00	\$9,543.00	\$561.00			Current
SYNCB/AMAZON	Kevin C. Noel	Line of Credit	\$900.00	\$388.00	\$29.00			Current
SYNCB/ASHLEY HOMESTORE	Kevin C. Noel	Line of Credit	\$3,000.00	\$0.00	\$0.00			Current
US BANK	Kevin C. Noel	Auto Loan	\$32,028.00	\$22,826.00	\$440.00			Current
Total								

Ownership Summary

Leveredge Chiropractic PLLC - Ownership

Owner	% Owned	Years as Owner	Title
Kevin C. Noel	50.00	3.00	Member
Michael J. Carlson	50.00	3.00	Member

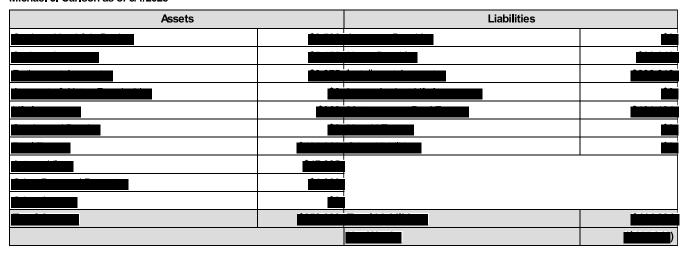
Leveredge Chiropractic PLLC - Ownership Demographics

Race	% Owned
White	100.00%
Total Minority	0.00%

Gender	% Owned
Male	100.00%
Total Female	0.00%

Personal Financial Statement

Michael J. Carlson as of 5/1/2023



Kevin C. Noel and Amanda Mackenzie Noel as of 5/6/2023

Assets		Liabilities		
Cash on Hand & in Banks	\$20,000	Accounts Payable	\$0	
Savings Accounts	\$10,000	Notes Payable	\$0	
Retirement Accounts	\$20,000	Installment Accounts	\$308,000	
Accounts & Notes Receivable	\$0	Loans Against Life Insurance	\$0	
Life Insurance	\$2,000	Mortgages on Real Estate	\$304,000	
Stocks and Bonds	\$0	Unpaid Taxes	\$0	
Real Estate	\$377,000	Other Liabilities	\$0	
Automobiles	\$76,000			
Other Personal Property	\$6,000			
Other Assets	\$0			
Total Assets	\$511,000	Total Liabilities	\$612,000	
		Net Worth	(\$101,000)	

Borrowers and Guarantors

Businesses	Transaction Role	Business Role	Legal Structure	NAICS Code	Contact Information
Leveredge Chiropractic PLLC	Borrower	Operating Company	Limited Liability Company	621310 - Offices of	Current
				Chiropractors	1814 N Lincoln Rd
⊟N: 85-2116757					STE G
Phone: (920) 249-5785					Escanaba, M I 49829-2508
Description	N/A				

Individual(s)	Transaction Role	Address(es)
Kevin C. Noel	Guarantor - Full Secured	Current
Primary Contact Phone: Email: noelk@leveredgechiro.com		Gladstone, MI 49837-1327
Michael J. Carlson Phone: Email: carlsonm@leveredgechiro.com	Guarantor - Full Unsecured	Current Gladstone, MI 49837-1832

Please sign this as your acknowledgment of submission of an application for credit.

Name:		

Title:

Name:

RESOLUTION #23-15

APPLICATION FOR FUNDING THROUGH THE CITY OF ESCANABA

STATE OF MICHIGAN COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) REVOLVING LOAN FUND (RLF) PROGRAM. FOR LEVEREDGE CHIROPRACTIC PLLC.

WHEREAS, LeverEdge Chiropractic PLLC. has made application through Northern Initiatives, Inc. for The City of Escanaba CDBG Revolving Loan Funds in the amount of \$35,000 to aid in financing the purchase of equipment and to fund working capital within the City of Escanaba, and

WHEREAS, the project location meets zoning requirement is consistent with the City of Escanaba's Comprehensive Plan, the project will employ at least 51% low to moderate income persons, and

WHEREAS, The City of Escanaba participates in the Regional RLF Model, has executed a Subrecipient Agreement with Northern Initiatives and has designated The City Manager, James McNeil and Kim Gustafson, City Treasurer as its representatives on its Regional Funds Approval Committee, and

WHEREAS, the Regional Fund Approval Committee has reviewed and approved said application submitted by LeverEdge Chiropractic PLLC on June 1, 2023, and

WHEREAS, no project costs (CDBG and non-CDBG) will be incurred prior to the formal loan award, completion of the environmental review procedures and formal, written authorization to incur costs has been provided by your CDBG Project Manager, and

WHEREAS, The City of Escanaba has advertised in The Daily Press newspaper and has held a public informational hearing in regard to the CDBG Revolving Loan Fund application on June 15, 2023.

THEREFORE BE IT FURTHER RESOLVED that The City of Escanaba acknowledges that it has held a public informational meeting on June 15, 2023 in regard to the CDBG Revolving Loan Fund Application by LeverEdge Chiropractic PLLC in the amount of \$35,000 for the purchase of equipment and to provide working capital for its business within The City of Escanaba, that the project will employ at least 51% low to moderate income persons and the project meets zoning requirements and is consistent with the City of Escanaba's Comprehensive Plan and authorizes the City Manager to sign the part 2 Application and all attachments.

Nays:

Ayes:

RESOLUTION DECLARED ADOPTED."

I the undersigned, being duly qualified and acting City Clerk of the City of Escanaba, do hereby certify that the foregoing constitutes a true and complete excerpt of the Escanaba City Council Minutes of the City of Escanaba, County of Delta, Michigan, at a regular City Council Meeting held on June 15, 2023, and that said meeting was conducted and public notice was given pursuant to and in full compliance with the Open Meetings Act, Act 267, Public Acts of Michigan, 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: NB-1
Date: 06-15-2023

City Council Agenda Item Request

Date: May 15, 2023

Name: Gerald Pirkola

Department: Electric

Item: Resolution to Withdraw from Great Lakes Utilities

Meeting date requested: June 1, 2023

Administration reques Lakes Utilities.	ts approval of the resolution to withdraw me	mbership from Great
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RESOLUTION 23-13

Resolution of the City Council of the City of Escanaba, Michigan to Withdraw from Membership with Great Lakes Utilities

- Whereas. City of Escanaba, Michigan (the City) owns and operates an electric utility pursuant to Michigan law, and through such utility distributes and sells electric power at retail; Whereas. Great Lakes Utilities (GLU) is a municipal electric company created pursuant to Wis. Stats. Sec. 66.0825: The City joined GLU on December 16, 2011 with a Resolution by the City Council on Whereas. December 15, 2011; Whereas. The City no longer requires membership with GLU due to cancellation of the MISO Services Agreement; Whereas, The Escanaba City Council wishes to withdraw membership from GLU; Whereas, The City acknowledges that the withdrawal from GLU will take effect six (6) months after the resolution is filed with the WI Secretary of State: Now, Therefore, it is resolved by the Escanaba City Council: (1) To withdraw from GLU. (2) To authorize and direct the City Clerk to forward a certified copy of the resolution to the GLU
 - (2) To authorize and direct the City Clerk to forward a certified copy of the resolution to the GLU Board, requesting that this resolution be filed with the WI Secretary of State.
 - (3) That the City acknowledges that the withdrawal will take effect six (6) months after the resolution is filed with the WI Secretary of State.

Certification
I,, City Clerk of the City of Escanaba, Michigan, do hereby certify that I have compared the above resolution with the original on file in my office and that the same is true, complete and correct copy of said document.
In Witness Hereof, I have hereunto set my hand and affixed the Corporation Seal of the City of Escanaba, Michigan thisday of, 20
City Clerk



Agenda Item: NB-2
Date: 06-15-2023

City Council Agenda Item Request

Date: May 24, 2023

Name: Gerald Pirkola

Department: Electric

Item: Annual Linemen Safety Training

Meeting date requested: June 1, 2023

Explanation for request:

Administration requests approval to sign an agreement with MEUW for Annual Linemen Safety Training.

TRAINING SERVICES AGREEMENT

This Training Services Agreement ("Agreement"), dated	, is entered into between Municipa
Electric Utilities of Wisconsin, Inc. ("MEUW"), a nonprofit corpora	tion organized under Wisconsin law
and the City of Escanaba, a political subdivision of the State of Mich	nigan("Client").

RECITALS

WHEREAS, MEUW offers an Electric Utility Safety and Training Program to help municipal electric lineworkers utilize safe work practices and maintain a high level of compliance with workplace health and safety standards under state and federal laws and regulations;

WHEREAS, Client operates a municipal electric utility and is committed to keeping its electric lineworkers safe, and desires to take advantage of the high-quality, cost-effective training and networking provided by MEUW and its training staff.

NOW, THEREFORE, for good and valuable consideration, MEUW and Client do hereby agree as follows:

AGREEMENT

- 1. <u>Services</u>: MEUW will provide access for Client employees to attend and participate in its regularly scheduled training sessions for the Term of this Agreement.
- 2 <u>Term</u>: This Agreement shall be for a term of two (2) years, effective as of January 2nd, 2024. It shall be automatically renewed for successive annual terms unless either party provides written notice at least 30 days before the current term ends, in which case the Agreement shall terminate at the end of the Term in which such notice was given.
- 3. <u>Amendment</u>: This Agreement may be amended or modified upon the mutual agreement of both parties, but only if in writing. Such amendment or addendum shall be signed, dated and appended to this Agreement.
- 4. <u>Compensation:</u> For the Services, Client agrees to pay MEUW an annual fee of \$16,000 ("Annual Fee"). The Annual Fee shall be invoiced upon execution of this Agreement and on the anniversary of that date for the Term of the Agreement, with the balance due within thirty (30) days after the date of MEUW's invoice. The Annual Fee is intended to be all-inclusive. MEUW shall provide Client with written notice of any increase in the Annual Fee at least 90 days prior to the start of the next calendar year.
- 5. <u>Client Obligations</u>: Client shall be responsible for the following:
 - a. Provide an accurate listing of electric lineworkers who will attend MEUW-provided training;
 - b. Schedule participation of employees in regular training sessions;
 - c. Provide appropriate feedback to MEUW leadership throughout the Term;
 - d. Provide to MEUW, in a timely manner, any information that MEUW reasonably requests as

necessary to perform the Services. It is understood and acknowledged that MEUW may rely on the accuracy of information provided by Client and its representatives.

- 6. MEUW Obligations: MEUW shall be responsible for the following:
 - a. Employ, assign, and supervise qualified staff to deliver Services to Client;
 - b. Provide timely notification of training schedule to enable Client to effectively plan for and schedule participation by its workers;
 - c. Provide management support to Client during safety- or health-related conflicts or personnel issues;
 - d. Apply an industry standard interpretation of applicable safety- or health-related laws, rules, codes and regulations as they pertain to compliance.
- 7. <u>Independent Contractor</u>: In the performance of the Services, MEUW is an independent contractor and shall not be considered an employee, agent, or representative of Client for any purpose. All employees of MEUW providing services under the Agreements shall at all times remain employees of MEUW and shall not be considered employees or agents of Client.
- 8. Prohibition on Third Party Beneficiaries and Assignment of Rights and Duties: The Services performed by MEUW under this Agreement are solely for the benefit of Client and nothing in this Agreement shall be construed to create any obligation, duty, or liability on the part of either party to any third party. Assignments of benefits and delegations of duties created by this Agreement are prohibited and without effect.
- 9. Standard of Care: Client acknowledges that MEUW undertakes to provide the Services described herein to Client in a manner consistent with MEUW's status as a nonprofit corporation that serves public sector entities. Client acknowledges that MEUW will perform Services provided hereunder in a commercially reasonable manner with qualified personnel trained in applicable safety- and health-related laws, rules, codes, and regulations. Client bears the risk of its own actions or inactions as regards Client's compliance with applicable federal and state laws, rules, codes, and regulations as they relate to workplace health and safety.
- 10. <u>Limitation of Liability</u>: Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any indirect, incidental, consequential punitive, multiple, delay-related, performance-related, loss of use, loss of opportunity, loss of goodwill, special or exemplary damages, lost profits of government, or regulatory penalties or sanctions arising out of, due to, or in connection with its performance or nonperformance under this Agreement, or any of its obligations herein, whether based in contract, tort, strict liability, warranty or otherwise, except with respect to its reckless or willful misconduct or gross negligence. THE TOTAL LIABILITY OF ONE PARTY TO THE OTHER PARTY PURSUANT TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF SERVICES FEES PAID BY CLIENT TO MEUW HEREUNDER.
- 11. <u>Disputes</u>: If any controversy or claims arise out of, or relate to this Agreement, including, but not limited to, an alleged breach of the Agreement, the parties shall attempt to resolve the dispute by direct discussion and negotiation by the principals (who, for MEUW shall be the President and CEO). If the parties cannot resolve the dispute within sixty (60) days or whatever extended period the parties may agree to, then either party may pursue any remedies it has in law or equity.

- 12. <u>Program Materials</u>: Client agrees not to use any materials, programs, or processes developed by MEUW and provided to Client under this Agreement (collectively, "Program Materials") for any use other than Client's own use. Client may duplicate the Program Materials without obligation of royalty or first seeking MEUW's consent.
- 13. Confidentiality: Except as permitted under this Agreement or required by applicable law, MEUW agrees to use the information about Client (including, without limitation, its facilities, employees, safety programs) to which MEUW has access as a result of its performance hereunder ("Confidential Information") solely to the extent necessary to fulfill its obligations hereunder, including (without limitation) disclosing such information only to those of its employees and agents with a need to know in order for MEUW to perform its obligations hereunder, and MEUW shall not use, disclose, copy, sell, transfer, publish, display, or otherwise make any Confidential Information available to any third party without the advance written consent of Client. MEUW shall hold Confidential Information in confidence, and shall not disclose or use Confidential Information for any purpose other than as necessary to carry out the intent of this Agreement. MEUW shall use the same care and discretion with respect to Confidential Information as MEUW requires with respect to its own most confidential information (which in no event shall be less than commercially reasonable), including the use of security devices and procedures intended to prevent unauthorized access to such information. For the avoidance of doubt, Confidential Information does not include information that (i) is or becomes publicly available, other than by MEUW, without breach of this Agreement; (ii) is received from a third party not under a confidentiality obligation to Client; (iii) is already in the possession of MEUW without obligation of confidence at the time first disclosed hereunder; or (iv) independently developed by MEUW without reference to Confidential Information.
- 14. <u>Insurance</u>. Throughout the Term, MEUW shall maintain, at its own cost and expense, insurance coverage necessary to comply with all applicable laws, rules, and regulations. In addition to and without limiting the foregoing, the parties acknowledge that MEUW has provided to Client a certificate of insurance and/or other materials indicating the insurance coverage types and amounts currently held by MEUW, including (without limitation) workers' compensation, employers liability, and general (public) liability insurance. Throughout the Term, MEUW shall maintain the same insurance coverage types in amounts equal to or greater than set forth in such materials delivered to Client. Promptly after request from time to time in the future, MEUW shall provide Client with certificates of insurance or such other proof of MEUW's insurance as Client shall reasonably require.
- 15. No Solicitation of MEUW Employees: Client shall not, directly or indirectly, solicit any MEUW employee to terminate his or her employment with MEUW so that Client may employ the MEUW employee. Client shall not hire or enter into a contract for any services with any MEUW RSC whose employment with MEUW terminated within the immediately preceding 12-month period.
- 16. <u>Notices</u>: Any notice provided for or concerning the Agreement shall be (a) in writing and delivered by person, mail, or facsimile, or (b) sent by electronic transmission with reasonable verification of receipt by the party to whom the notice is transmitted, to the following:

	If to MEUW:	Michael Czuprynko, Manager of Safety Services Municipal Electric Utilities of Wisconsin 725 Lois Dr. Sun Prairie, WI 53590 Phone: (608) 478-2530 Email: mczuprynko@meuw.org
	If to Client:	
17.	Counterparts: This Agreement	may be executed in counterparts.
18.	Governing Law: This Agreement	ent shall be governed by the laws of the State of Wisconsin.
IN W	VITNESS WHEREOF, the parties	have duly executed this Agreement as of the date first written above.
	UNICIPAL ELECTRIC TILITIES OF WISCONSIN, IN	CITY OF ESCANABA
Ву	: Michael Czuprynko Manager of Safety Services	By: Name: Title:

Agenda Item: <u>NB-3</u>
Date: <u>O6-15-2023</u>

City Council Agenda Item Request

Date: 5/25/2023

Name: Shayne Sanville

Department: Marina

Item: Budget Request- Dock Number Signage

Meeting date requested: 6/1/2023

Explanation for request:

Escanaba Marina is seeking City Council approval of new dock number signage for pier #1 and #3. Existing signage is spray painted plywood that is worn off, heavily damaged, or missing. These signs are vital for transient navigation of the harbor, allowing boaters to easily lacate assigned slips. New signs will also be aesthetically pleasing, and freshen up the aging piers.

Quotes have been procured from three different companies, Hurley Marine, Sign UP Graphics, and Meiers Signs.

Re: Escanaba Marina Dock # Signs

Jean Malueg < jean@signupprinting.com>

Mon 17/04/2023 13:31

To: Shayne Sanville <ssanville@escanaba.org>

If you go with the material that we use most (Same material most outside signs are made of) it's a UV resistant Aluminum Jbond. Very durable!

They will be white with a blue print to match what you have.

Cost for 11.5 X 11.5" Would be \$12 each.

Holes can be drilled into it during installation.

Thank You, Jean Malueg



From: Shayne Sanville <ssanville@escanaba.org>

Sent: Monday, April 17, 2023 1:19 PM

To: Jean Malueg <jean@signupprinting.com>
Subject: Re: Escanaba Marina Dock # Signs

Hi Jean,

I appreciate your efforts in trying to accommodate my requests. A quote for the larger signs would still be appreciated. The council may only approve monies for the larger ones, and maybe for only one pier. I just wont know until I go before them and present the project.

Thanks for keeping a dialog,

-Shayne

From: Jean Malueg < jean@signupprinting.com>

Sent: 17 April 2023 13:09

To: Shayne Sanville <ssanville@escanaba.org>
Subject: Re: Escanaba Marina Dock # Signs

Hi Shayne,

I am so sorry, but I don't have the ability and I can't find a supplier that will cut the signs to a 2.5×8 . Therefore, I am unable to quote the smaller ones.



Hurley Marine, Inc. 2717 N Lincoln Rd Escanaba, MI 49829 US +1 9065536249 sales@hurleymarine.com

Estimate

ADDRESS

SHIP TO

Shayne Sanville

Shayne Sanville

ESTIMATE #

DATE 04/07/2023

EMAIL

ssanville@escanaba.org

PHONE NUMBER

(906) 786-9614

SALES REP

LAW

MISC Miscellaneous 88 38.00 3,344.00 11.5 X 11.5" Numbered Signs on White/Blue/White Numbered (1-36 138-149 98-137) MISC Miscellaneous 88 16.00 1,408.00

2.5 X 8" Numbered Signs on White/Blue/White

Numbered (1-36 138-149 98-137)

TOTAL

\$4,752.00

International Estimate valid for 3 days.

Domestic Estimate valid for 14 days.

Accepted By

Accepted Date

Re: Escanaba Marina Dock # Signs

Andy Person <andy@meiers-signs.com>

Tue 02/05/2023 16:08

To: Shavne Sanville <ssanville@escanaba.org>

Priced on a total quantity of Approx 90 pcs of each size .063 aluminum with white finish blue hi performance cast vinyl lettering rounded corners and holes drilled in same locations as example 11.5" x11.5" signs \$20.87 each and 2.5" x 8" signs \$9.17 each. So pier #1 total \$1,441 & pier #2 \$1,201.60. Let me know if this is what you are looking for.

On 5/2/2023 2:56 PM, Shayne Sanville wrote:

That would be great, thank you!

From: Andy Person <andy@meiers-signs.com>

Sent: 02 May 2023 14:51

To: Shayne Sanville <ssanville@escanaba.org> Subject: Re: Escanaba Marina Dock # Signs

I will get a price you tomorrow, I will price them on lettered aluminum. The existing signs appear to made from 2 color routed plastic, we don't do that here and I have not able to find a reliable source for that.

On 5/2/2023 2:44 PM, Shayne Sanville wrote:

Hello Andy,

I am writing you in regard to the estimate I am seeking for signage at the Escanaba Marina. I am hoping to bring this project to council soon and have yet to receive a response. If you could please let me know where we are at or any questions/concerns, that would be greatly appreciated.

Thank you,

-Shayne Sanville, Harbor Master

From: Shayne Sanville Sent: 07 April 2023 09:20

To: andy@meiers-signs.com <andy@meiers-signs.com>

Subject: Escanaba Marina Dock # Signs

Hello,

I am looking at installing new numbering signage for two of the piers in the Escanaba Marina. Signs need to be durable, long-lasting material that will withstand the elements. Signs must also match existing signage in size and colorway (as closely as possible), white with blue numbering. Attached are photos of existing signs to match.

Below, is the amount of each type of signs (2) for each pier. A breakdown in pricing for each size of sign for each pier would be greatly appreciated. This will allow for flexibility in budgeting and approval of City Council.

Pier #1: 48- 11.5"x 11.5" Numbered 1-36 and 138-149 48- 2.5"x 8" Numbered 1-36 and 138-149

Pier #2: 40- 11.5"x 11.5" Numbered 98-137 40- 2.5"x 8" Numbered 98-137

Estimates in different materials is welcome.

Thank you, -Shayne Sanville, Harbor Master

Agenda Item: NB-4
Date: 06-15-2023

City Council Agenda Item Request

Date: 05/22/2023

Name: James McNeil

Department: Manager

Item: Request for Road Closure - Great Lakes Federal Credit Union

Meeting date requested: 06/01/2023

Explanation for request:

Great Lakes Federal Credit Union is requesting City Council approval to close the 2100 block of 3rd Place, on July 28, 2023, from 11:00 a.m. until 3:00 p.m., for their annual Member Appreciation Day. Administration is recommending approval of the request contingent upon the following: 1) Proper insurance was provided naming the City of Escanaba as an additional insured, and 2) event sponsors provide all labor material and clean up at the conclusion of the event.

CITY OF ESCANABA - SPECIAL EVENT APPLICATION

Festivals, Parades, Races, Walkathons, Temporary Road Closures

DATE(S) OF EVENT:		Friday, July 28t	h, 2023		
.,	Day of Week, Month, Day, Year (Example: Saturday, October 29, 201				
NAME OF EVENT:		Member Appreciat	tion Day		
CONTACT INFORMATIO	N: (Please print clearly –	Incomplete appli	cations may be delaye	ed)	
Organization: Great Lakes Firs	st Federal Credit Union				
Contact Person: Becky Towns	end	Daytime Phone	:		
Address: 2110 Third Ave Nort	h	Evening Phone:			
City, State Zip: Escanaba, M	49829	E-mail:			
Website: www.glffcu.com		Event Phone:			
Charitable Org #:		Fax:			
	(If applicable)				
Alternate Contact: Debbie Dye		5	Alice bearing and deal		
	(It is recommended that ar	i alternative Name and Pri	one number be provided)		
Do you grant the City of Esca		ice permission	☑ Yes	□No	
to give your telephone numb	er to the general public?		∠ Yes	LI NO	
LOCATION					
LOCATION:					
☐ City Park	Name of Park:				
☐ Building/Facility	Name/Area:				
☑ Road(s)	Road Closure Required	l? 🖸 Partial	☐ Full		

DATE/TIME:

		Event Begins		Event Ends
EVENT TIME This is the time your event would be ready to	DATE:_	7-28-23	_ DATE:_	7-28-23
accept participants or general public.	TIME:	11: AM	TIME:	3:00 pm
CET LID TIME		Set-up Start		Tear-down End
SET-UP TIME When you want the area reserved for your	DATE:_	Set-up Start 7/28/23	_ DATE:_	Tear-down End 7-28-23

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

EVENT DETAIL	5 – IYP	E OF EVEN	l :					
☐ Parade ☐ 0		□ Су	cling	☐ Festival/Event				
□ Run □ \		□W	Valkathon ☑ Other (sp		specify): Member A	pecify): Member Appreciation Day		
ESTIMATED AT	TTENDA	NCE: (Please	e estimate all tha	nt apply)				
Participants:	#	250	Wheelch	air Accessible:	: □ Yes	□ No		
Bands:	#		For even		oerty are you seek □ Yes	ing approval to charge: ☑ No		
Vehicles/Floats:	#			Admission: Parking:	☐ Yes	⊡ No		
Volunteers:	#	50	This ever	nt is:	☑ Open to the Pu	blic		
General Public:	#			[☐ For Invited Gue	sts Only		
EVENT ELEMEI	NTS: (Co	mplete to en	sure proper perr	nits are proces	ssed)			
Power Requirem	ents:	☑ Yes	□ No	Fireworks:	☐ Yes	☑ No		
Sound Amplific	ation:	☐ Yes	☑ No	Alcohol:	☐ Yes	☑ No		
Access to powe	r if possi	ible:⊡ Yes	□ No					
Live Music:		☐ Yes	☑ No					
Tents/Temp. Stru	ictures:	☑ Yes	□ No	Size of Tent	(s): 10 x 20 and 20	x 40		
Amusement Ride	s:	☐ Yes	☑ No	Provider: <u>GL</u>	FFCU, Bosk			
Inflatables:		☑ Yes	□ No	Provider:				
FOOD AND BE	VERAG	E:						
Will there be Foo	d and No	on-Alcoholic (Beverages sold?	□ Yes	☑ No (Contire	nue to next page)		
Food Stand locati	ons:		□ Indoor	☐ Outdoo	r 🗆 Indoor and	d Outdoor		
What types of foo	od will th	ne Food Stand	ls be selling? (Ch	eck all that ap	ply)			
☐ Chicken / Seaf	ood		☐ Soups / Chili		☐ Other Fo	ods (Please list)		
☐ Rice / Pasta Di	shes	С	☐ Salad					
☐ Soda / Chips /	Candy	[Other Meats					
☐ Hotdogs / Han	nburgers		☐ Baked Goods					

RESERVATION FEES: (Check applicable box(es))		
Ludington Park – Pavilion (1/2 Day)	☐ \$75 (Resident)	☐ \$100 (Non-Resident)
Ludington Park – Pavilion (Full Day)	☐ \$100 (Resident)	☐ \$125 (Non-Resident)
Ludington Park – Bandshell (1/2 Day)	□ \$75 (Resident)	☐ \$100 (Non-Resident)
Ludington Park – Bandshell (Full Day)	☐ \$100 (Resident)	☐ \$125 (Non-Resident)
Ludington Park – Gazebo (2 Hour Block)	☐ \$50 (Resident)	☐ \$75 (Non-Resident)
Other Picnic or Gathering Area (Full Day)	□ \$35	
John D. Besse Park – Pavilion (1/2 Day)	□ \$75 (Resident)	☐ \$100 (Non-Resident)
John D. Besse Park – Pavilion (Full Day)	☐ \$100 (Resident)	☐ \$125 (Non-Resident)
Lemerand Field – Pavilion (1/2 Day)	☐ \$75 (Resident)	☐ \$100 (Non-Resident)
Lemerand Field – Pavilion (Full Day)	☐ \$100 (Resident)	☐ \$125 (Non-Resident)
Lemerand Field – Entire Complex (Full Day)	□ \$250	
*** Half-Day Reservations Cut-off Time is 4:00PM.	Half-day reservations can be	made before or after 4:00PM.
EVENTS REQUESTING ROAD CLOSURE:		
Road closures must be approved by City Council. cannot be made to your route without notification have to be sought.		
A detailed map of road closures MUST be include at least 14 Days in advance of the event. This n Office. If there are any SPECIAL REQUESTS that yo separate piece of paper and attach.	otification letter must be ap	proved by the City Manager's
DEFINE THE CLOSURE LI	MITS – ATTACH A DETAILED I	MAP
I have read and understood the Special Events Ap	plication.	
I will notify the City Manager's Office of any chan- advance of the event.	ged to my event application a	at least fourteen (14) days in
I have received a copy, read and understand the condition of the condition		ba Policy and Procedures No.
Rach of	Becky Townsend	05/20/2023
Event Organizer Signature	Print Name	Date
y		



2110 Third Avenue North Escanaba, MI 49829 PH (906)-786-4623 FX (906)-786-6724 escanaba@glffcu.com 1005 Delta Avenue Gladstone, MI 49837 PH (906)-428-2362 FX (906)-428-3404 www.glffcu.com

Hiawatha Chef Supply 400 N Lincoln Rd, Escanaba, MI 49829

I am writing to inform you of a temporary partial closure of road 3rd P1 between our drive thru and our parking lot for our annual member appreciation day. This closure will not include your parking lot exit. I have attached a map of the blocked area. Our member appreciation day is Friday 7/28/2023 from 11:00-3:00 PM. Please reach out to me if you have any questions or concerns regarding the closure. Thank you.

Sincerely, Becky Townsend

Marketing Specialist GLFFCU



Agenda Item: <u>NR-5</u>
Date: <u>06-15-2023</u>

City Council Agenda Item Request

Date: 05/30/2023

Name: James McNeil

Department: Manager

Item: Annual Service Agreement with the William Bonifas Fine Arts Center

Meeting date requested: 06/15/2023

Explanation for request:

The William Bonifas Fine Arts Center is seeking Council approval of their 2023-24 Service Agreement in the amount of \$5,000. Under the terms of the agreement, the Center will provide (6 to 8) exhibitions in the Alice Powers Gallery, a minimum (6) on-stage (or radio) plays, a minimum of (40) classes in the creative and visual arts, and workshops, which will be available to the citizens of Escanaba. Administration is recommending approval of the Service Agreement. This is a budgeted item.



700 First Avenue South Escanaba, MI 49829 906.786.3833 Bonifasarts.org

January 25, 2023

The City of Escanaba Council Members Interim City Manager Mc Neil PO Box 948 Escanaba, MI 49829

Dear Council Members and Mr. Mc Neil,

Please consider supporting the Bonifas for one more year and renew our annual agreement.

The long-term partnership between the City of Escanaba and the Bonifas Art Center is a collaboration of good work, popular community services and the wise investment of local resources. It is very important for the Bonifas Art Center that the City of Escanaba supports our mission of inspiring and enhancing the cultural and creative life of our community. In our work and our partnerships with service groups, schools, and cultural agencies, we endeavor to continue making Escanaba a place people want to live, work, and visit. We look forward to continuing to work with the City of Escanaba Recreation, Chamber of Commerce, DDA, Visit Escanaba and other agencies collaboratively developing and promoting what Escanaba has to offer residents and visitors.

We continue to go beyond the terms of our annual agreement, and as we do, we respond directly to the needs and interests of our community members.

This past year:

- We supported local artists through our NEX and Membership show exhibits and variety of Studio shows showcasing local artists. The Annual Youth in Art exhibit features artwork from local schools, K -12. In addition to our annual exhibits, we had introduced a new group of artists to the public through *See the Able, Not the Label* first ever exhibition that showcased the works of the disabled community. We also continued to bring the works of well-known artists from other regions to Escanaba with the *Abstraction: Unveiling the Surface*, featuring the Door County artists and gallery owners Dan Cross & Ginnie Cappaert.
- We worked to engage local youth in creative and developmental pursuits through our Youth and Family programming, including classes for toddlers, homeschoolers, art camps, where kids learned arts, pottery and dance. We have continued our collaboration



700 First Avenue South Escanaba, MI 49829 906.786.3833 Bonifasarts.org

with the schools and 4H Spin clubs teaching kids to cook, and to journal and draw nature. In total, we have engaged over 400 area youth with those programs.

- We tried to make our programs for adults as diverse and engaging as our family
 programs. From lifestyles series like "Make N Take", Belly dancing and Ballroom
 dancing to art classes in a multitude of mediums and artists retreats, we helped residents
 of our community lead active lives, learning, coming together and enjoying a wellrounded lifestyle.
- Over 3,500 local residents and visitors enjoyed the 2022 Music Mondays concert series in Ludington park. 2023 Music Mondays will include 8 summer concerts, free to the public, featuring local and regional bands playing in Ludington Park – from the last week of June through the second Monday in August.
- Our annual Waterfront Art Festival drew artists from the UP and further afield in Wisconsin and Northern Michigan and was attended by almost 4,000 visitors. The festival is an integral part of summer in Ludington Park, and we are honored to bring it back year after year.

The local economy will continue to benefit from our Waterfront Art Festival and Holiday Arts Fair and Night of Magic and Wizardry. We offer scholarships to children and adults for our many art classes. We will continue our work with the Veteran's Administration and Bay Pines to offer classes for veterans and students as well as our work with the AKtion Club and local assisted living facilities as we welcome handicapped adults and elders to view the gallery and to participate in the studio. We will continue to have NO gallery admissions charge.

Sincerely,

Irina Bruno

Executive Director

Bonifas Art Center Board Trustees

Al Hansen, Vice-President Beth Noreus, President Debra Skerbeck, Treasurer Jim Borowski, Secretary Brian Pahnke Tom England

AGREEMENT

THE CITY OF ESCANABA

AND

THE WILLIAM BONIFAS FINE ARTS CENTER INC.

It is agreed The William Bonifas Fine Arts Center, Inc, will provide the following services for citizens of the City of Escanaba. Reasonable charges can be made for those activities designated. It is understood that no resident of the City of Escanaba will be excluded from such activities as long as they have applied within a reasonable period of time to attend or participate in the outlined services.

The Art Center will provide a minimum six (6) on -stage (or radio) plays annually, to be performed by the Players de Noc or other professional groups. These performances will be open to the general public, and particularly, the citizens of Escanaba. Such performances should be scheduled on an annual basis.

The Art Center will provide six-eight (6-8) art exhibits to be held in the Alice Powers Gallery. These exhibits will be open to the general public, particularly, the citizens of Escanaba. It is recommended that such exhibitions be at no charge to residents of our community. In the event of continued restrictions to public gatherings related to the COVID-19 pandemic, the exhibits will be available for online viewing.

The Art Center will conduct a minimum of forty (40) classes in the creative and visual arts. Fees can be charged for participation in these classes and programs, which will be open to the general public, particularly, the citizens of Escanaba. In addition, workshops specifically for artists will be offered.

In consideration for these services, the City of Escanaba will pay to the William Bonifas Fine Arts Center the amount of <u>Five Thousand Dollars (\$5,000)</u> during the fiscal year <u>July 1, 2023 through June 30, 2024</u>. The Bonifas Arts Center will furnish to the City Manager, sufficient notice of all activities to be held at the Center. Sufficient copies should be forwarded to the City for distribution to the City Council, 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 performance or classes to be held. Where possible, the City of Escanaba will be acknowledged as a patron of the Bonifas Art Center, with the appropriate recognition being made by the board.

This agreement is effective <u>July 1, 2023</u>, and will terminate on <u>June 30, 2024</u>.

CITY OF ESCANABA	WILLIAM BONIFAS FINE ARTS CENTER, INC
James McNeil	Al Hansen
City Manager	Board President
Phil DeMay	Debra Skerbeck
City Clerk	Treasurer

Agenda Item: NS-6 Date: 06-15-2023

City Council Agenda Item Request

Date: 06/01/2023

Name: James McNeil

Department: Manager

Item: Resolution of Support-Bonifas Art Center- 2024 Music Monday Summer Concerts

Meeting date requested: 06/15/2023

Explanation for request:

"Music N	Mondays" S	ummer Co	oncert Serie	s. If approv	ed, the City	seeking fun y of Escanak ding approva	a will serve
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June 1, 2023

Escanaba City Council and City Manager, James McNeil c/o: Phil DeMay, City Clerk

thebonifas arts center

Dear City Council and City Manager, James McNeil:

The Bonifas Arts Center requests that the Council adopt the attached Resolution in support of a grant application to the Michigan Council for the Arts and Cultural Affairs seeking matching funds for the Music Mondays Summer Concert Series. Would you please put this request on the June 15, 2023, City Council agenda?

The grant proposes a collaborative effort between the City and the Bonifas Arts Center to enrich the cultural lives of area residents and visitors through free concerts featuring area musicians. The Bonifas is requesting that the City serve as lead applicant for this grant application since the Bonifas has already received grant monies in this funding cycle and cannot receive a Mini Grant in 2023. The Resolution is a required component of the grant to confirm the City's approval to seek the grant and to comply with administering the grant (if awarded).

The grant proposes eight "Music Mondays" in the evenings throughout June and July in the Karas Memorial band shell in Ludington Park. The 2024 schedule will begin on June 10th and continue through July 29th. The Bonifas will coordinate the musicians, food vendors and promote these events across the region.

The grant recipient's obligation under the grant is to serve as administrator of the funds which would entail; tracking and reporting on the grant funds received/expended from MACC, documenting the City's in-kind contribution of facility use and staff time, compensating artists for their services and the Bonifas for organizing and promoting the events. The Bonifas would be happy to perform these tasks on behalf of the city. If there are any questions regarding this request please contact me.

Sincerely,

Irina Bruno

Executive Director

906-786-3833

irina@bonifasarts.org

RESOLUTION 23-14

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 15, 2023

RESOLUTION - SUPPORTING THE GRANT APPLICATION TO THE MICHIGAN ARTS AND CULTURAL COUNCIL 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, 2023, deadline.

Ayes: Nays:

RESOLUTION DECLARED ADOPTED."

Agenda Item: <u>NB-7</u>
Date: <u>06-15-2023</u>

City Council Agenda Item Request

Date: 05/30/2023

Name: James McNeil

Department: Manager

Item: Annual Service Agreement with the Delta County Historical Society

Meeting date requested: 06/15/2023

Advantation is required by City Council conveyed of the 2002/04 service service				
Administration is requesting City Council approval of the 2023/24 service agreement with the Delta County Historical Society. This item is included in the 2023/24 Budget.				
with the Belta County Photon	sai codicty. This item is more	aca in the 2020/24 bauget.		
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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.

His Delta County Historical Society is a 501c3 entity and agrees to comply with all applicable laws related to that corporate status.

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, 2023, through June 30, 2024, 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 is a contribution for services only and the City of Escanaba assumes to liability of/for the operations of Enhance Escanaba.

CITY OF ESCANABA

DELTA COUNTY HISTORICAL SOCIETY

James McNeil, City Manager

Charles, Lindquist, It's President

This agreement in effective <u>July 1, 2023</u>, and will terminate on <u>June 30, 2024</u>.

Agenda Item: <u>NB-8</u>
Date: <u>00-15-2023</u>

City Council Agenda Item Request

Date: 06/01/23

Name: Kim Peterson

Department: Recreation

Item: Approval of Contract With C2AE for the Webster Park Splash Pad

Meeting date requested: 06/15/23

Explanation for request: Administration is recommending approval of a contract between the Clty of Escanaba and C2AE for \$17,000 for engineering services on the proposed Webster Park Splash Pad.				
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May 25, 2023

Ms. Kim Peterson, Recreation Director City of Escanaba 225 North 21st St Escanaba, MI 49829

Re: Proposal for Professional Services: City of Escanaba Webster Park Splash Pad

Dear Kim,

Thank you very much for the opportunity to submit this proposal for engineering services for the design of the Escanaba Webster Park splash pad project. C2AE looks forward to assisting the City in in the development of this recreational play area for enjoyment by City residents and visitors alike.

PROJECT UNDERSTANDING

C2AE understands the City of Escanaba desires to construct a splash pad to replace the Webster Wading Pool, located on the 1300 block of North 19th Street. We further understand that the City has received a Department of Natural Resources Trust Fund Grant and that the project must be completed by July 31, 2024 and include the following project facilities: access pathways, benches, bike racks, pavilion, picnic tables, signage and the splash park. Also, the City will complete the site demolition work for removing the existing wading pool and locate all existing utilities. The existing pumphouse building will remain and hopefully be reused to house the new controls for the splash pad. The design of the splash pad shall provide a highly functional and engaging environment for ages three to ten (3-10) and include a poured in place rubber surface with water play features, water piping, electrical wiring, control systems, site furnishings, and other site features required by the grant. All site elements will incorporate all ADA accessibility guidelines for play areas.

SCOPE

C2AE proposes to provide services for the Webster Park Splash Pad project as follows:

Design Phase Services

- Project Initiation Meeting: Conduct a project initiation meeting with the City to review project parameters, scope of services and project schedule contained in the project management plan. Review any previous schematic plans or studies with the City.
- 2. Basemap Preparation: Collect relevant secondary source information such as aerial and/or USGS topographic mapping, community mapping, plat maps, GIS and LIDAR data to develop base plans for use during development of the design.
- 3. Utility Coordination: Distribute plans to utility companies for mark up and coordination of any required relocations on the design drawings.
- 4. Plan Drawings: Prepare plan drawings which will show the placement of all improvements as well as construction notes. Plan drawings shall include:
 - a. Title Sheet



- b. General Notes and Details
- c. Existing Conditions Plan
- d. Site Demolition and SESC Plan
- e. Site Improvements Plan
- f. Site Utility Plan
- g. Civil Notes and Details
- 5. Technical Specifications: Prepare technical specifications to establish quality of all materials, equipment, installation and construction.
- 6. Interim Meetings: Meet with the City as required throughout the project to review preliminary drawings, costs and review progress. Provide written progress reports.
- 7. Bid Documents: Submit plans and specifications to the DNR for grant expenditure approval. Provide plans and specifications to the City for incorporation into the City contract and bidding by the City.
- 8. Cost Estimate: Prepare quantities and engineers detailed itemized cost opinion for the project.
- 9. Permit Applications: Complete applications to the Michigan Department of Environment, Great Lakes and Energy (EGLE) for execution by the City, as required for the project.
- 10. Final Revisions: Make final revisions based on the above review and comment.

Bidding Phase Services

1. No bidding phase services are included, but can be added at a later date if desired.

Construction Phase Services

1. C2AE will prepare Final Inspection Report, as required by the DNR, to verify project completion.

ASSUMPTIONS

- 1. The City will demo the existing wading pool.
- 2. The City will locate existing utilities.
- 3. The City will provide the front end manual and bid the project. C2AE to provide technical specifications only.
- 4. The City will perform grant administration and construction administration.
- 5. Pavilion design not included in this scope of services and can be added at your request.

SCHEDULE

Design phase services will commence upon contract approval and be completed within 90 days. Bidding to occur in the fall of 2023. Construction is anticipated to occur during the 2024 construction season and be completed by July 31, 2024.



FEE

Design Phase Services

C2AE proposes to provide design phase services for this project on a lump sum basis, as follows:

Design Fee \$17,000

Sincerely, C2AE	Accepted by:
£ 12	
Erik Cronk, PLA, LEED AP	
Project Manager	City of Escanaba
Roger 7 Mark	
Roger Marks, PE	
Client Services Leader	
EEC/jil	Date



The parties to this agreement, Capital Consultants, Inc., a Michigan Corporation doing business as C2AE in the State of Michigan, hereinafter called the A|E CONSULTANT and the St. Mary Cathedral Parish and School, located in Gaylord, Michigan, hereinafter called the OWNER, hereby agree to the following conditions:

- A. <u>Limit of Scope</u>: The services provided by the A E CONSULTANT shall be limited to those described in the Scope of Services.
- B. <u>Changed Conditions</u>: If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the A|E CONSULTANT are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the A|E CONSULTANT may call for renegotiation of appropriate portions of this Agreement. The A|E CONSULTANT shall notify the OWNER of the changed conditions necessitating renegotiation, and the A|E CONSULTANT and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.
- C. <u>Additional Services</u>: Additional services not specifically identified in the Scope of Services shall be paid for by the OWNER in addition to the fees previously stated, provided the OWNER authorizes such services in writing. Additional services will be billed monthly as work progresses and invoices are due upon receipt.
- D. <u>Standard of Care</u>: In providing services under this Agreement, the A|E CONSULTANT will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice to the A|E CONSULTANT and by mutual agreement between the parties, the A|E CONSULTANT will without additional compensation, correct those services not meeting such a standard.
- E. <u>ADA Compliance</u>: The Americans with Disabilities Act (ADA) provides that alterations to a facility must be made in such a manner that, to the maximum extent feasible, the altered portions of the facility are readily accessible to persons with disabilities. The OWNER acknowledges that the requirement of the ADA will be subject to various and possibly contradictory interpretations. The A|E CONSULTANT, therefore, will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project. The A|E CONSULTANT, however, cannot and does not warrant or guarantee that the OWNER's project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project.
- F. <u>Code Compliance</u>: The A|E CONSULTANT shall put forth reasonable professional efforts to comply with applicable laws, codes and regulations in effect as of the date of submission to building authorities. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the A|E CONSULTANT to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provision of this Agreement.
- G. Permits and Approvals: The A|E CONSULTANT shall assist the OWNER in applying for those permits and approvals normally required by law for projects similar to the one for which the A|E CONSULTANT's services are being engaged. This assistance shall consist of completing and submitting forms to the appropriate regulatory agencies having jurisdiction over the construction documents, and other services normally provided by the A|E CONSULTANT and included in the scope of Basic Services of this Agreement.
- H. Opinions of Probable Construction Cost: In providing opinions of probable construction cost, the OWNER understands that the A|E CONSULTANT has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the A|E CONSULTANT's opinions of probable construction costs are made on the basis of the A|E CONSULTANT's professional judgment and experience. The A|E CONSULTANT makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the A|E CONSULTANT's opinion of probable construction cost.
- I. <u>Schedule for Rendering Services</u>: The A|E CONSULTANT shall prepare and submit for OWNER approval a schedule for the performance of the A|E CONSULTANT's services. This schedule shall include reasonable allowances for review and approval times required by the OWNER, performance of services by the OWNER's consultants, and review and approval times required



by public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in scope, character or size of the project requested by the OWNER, or for delays or other causes beyond the A|E CONSULTANT's reasonable control.

- J. Ownership of Reports, Drawings and Other Materials: The OWNER agrees that all reports, drawings, letters, work sheets, plans, preliminary material tables, supportive data, documents and other materials produced by the A|E CONSULTANT in the course of and for the purpose of meeting this contract are the property of the A|E CONSULTANT, and shall remain in the possession of the A|E CONSULTANT. The OWNER shall have access to the above named material during normal business hours of the A|E CONSULTANT during and after completion of this contract. The OWNER may obtain copies of any of the above named material. Copies of electronic media may be obtained by the OWNER. (See Alteration and Reuse of CAD Information provision of this Agreement.)
- K. Alteration and Reuse of CAD Information: Because computer aided design/drafting (CAD) information stored in electronic form can be modified by other parties, intentionally or otherwise, without notice or indication of said modifications, the A|E CONSULTANT reserves the right to remove all indications of its ownership and/or involvement in the material from each electronic medium not held in its possession. The OWNER may retain copies of the work performed by the A|E CONSULTANT in CAD form. Copies shall be for information and used by the OWNER for the specific purpose for which the A|E CONSULTANT was engaged. Said material shall not be used by the OWNER, or transferred to any other party, for use in other projects, additions to the current project, or any other purpose for which the material was not strictly intended without the A|E CONSULTANT's express written permission. Any unauthorized modification or reuse of the materials shall be at the OWNER's sole risk, and the OWNER agrees to defend, indemnify, and hold the A|E CONSULTANT harmless, from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the unauthorized modification of these materials.
- L. Record Documents: Upon completion of the work, the A|E CONSULTANT shall compile for and deliver to the OWNER a reproducible set of Record Documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor. These Record Documents will show significant changes made during construction. Because these Record Documents are based on unverified information provided by other parties, which the A|E CONSULTANT shall assume will be reliable, the A|E CONSULTANT cannot and does not warrant their accuracy.
- M. Payment Terms: Invoices will be submitted by the A|E CONSULTANT monthly, are due upon receipt and shall be considered past due if not paid within thirty (30) calendar days of the due date. If payment in full is not received by the A|E CONSULTANT within forty-five (45) calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the Past Due amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.
 - If the OWNER fails to make payments when due or otherwise is in breach of this Agreement, the A|E CONSULTANT may suspend performance of services upon five (5) calendar days' notice to the OWNER. The A|E CONSULTANT shall have no liability whatsoever to the OWNER for any costs or damages as a result of such suspension caused by any breach of this Agreement by the OWNER. Upon payment in full by the OWNER, the A|E CONSULTANT shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the A|E CONSULTANT to resume performance.
- N. <u>Disputed Invoices</u>: If the OWNER objects to any portion of an invoice, the OWNER shall so notify the A|E CONSULTANT in writing within ten (10) calendar days of receipt of the invoice. The OWNER shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after receipt of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) shall be paid by the OWNER on all disputed invoice amounts that are subsequently resolved in the A|E CONSULTANT's favor and shall be calculated on the unpaid balance from the due date of the invoice.



- O. <u>Abandonment of Work</u>: If any work is abandoned or suspended, the A|E CONSULTANT shall be paid for services performed prior to receipt of written notice from the OWNER of abandonment or suspension.
- P. <u>Errors and Omissions Insurance</u>: The A|E CONSULTANT maintains an errors and omissions insurance policy as part of normal business practice. The OWNER agrees to limit the A|E CONSULTANT's liability to the OWNER and to all Construction Contractors and Subcontractors on the project due to the A|E CONSULTANT's negligent acts, errors, or omissions, such that the total aggregate liability of the A|E CONSULTANT to all those named shall not exceed \$17,000.
- Q. <u>Betterment</u>: If, due to the A|E CONSULTANT's negligence, a required item or component of the project is omitted from the A|E CONSULTANT's construction documents, the A|E CONSULTANT shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the A|E CONSULTANT be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the project.
- R. Indemnification: The A|E CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, OWNER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the A|E CONSULTANT's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the A|E CONSULTANT is legally liable.

The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the A|E CONSULTANT, its officers, directors, employees and subconsultants (collectively, A|E CONSULTANT) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the OWNER's negligent acts in connection with the project and the acts of its contractors, subcontractors or consultants or anyone for whom the OWNER is legally liable.

Neither the OWNER nor the A|E CONSULTANT shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

- S. Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the A | E CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the OWNER and the A|E CONSULTANT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.
- T. <u>Jobsite Safety</u>: Neither the professional activities of the A|E CONSULTANT, nor the presence of the A|E CONSULTANT or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. The A|E CONSULTANT and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The OWNER agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the OWNER's contract with the General Contractor. The OWNER also agrees that the OWNER, the A|E CONSULTANT and the A|E CONSULTANT's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.
- U. <u>Hazardous Materials</u>: As used in this Agreement, the term *hazardous materials* shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the project site.



Both parties acknowledge that the A|E CONSULTANT's Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event the A|E CONSULTANT or any other party encounters any hazardous or toxic materials, or should it become known to the A|E CONSULTANT that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the A|E CONSULTANT's services, the A|E CONSULTANT may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the OWNER retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

The OWNER agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the A|E CONSULTANT, its officers, partners, employees and consultants (collectively, A|E CONSULTANT) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of the A|E CONSULTANT.

- V. <u>Change Orders/Stop Work Orders</u>: The A|E CONSULTANT and the OWNER agree that any construction contract change orders or stop work orders must be approved in writing by the OWNER.
- W. Agreement Not to Claim for Cost of Certain Change Orders: The OWNER recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the Drawings, Specifications and other design documentation furnished by the AIE CONSULTANT or in the other professional services performed or furnished by the A | E CONSULTANT under this Agreement whether caused by professional negligence or by imperfections that are within professional standards ("Covered Change Orders"). Accordingly, the OWNER agrees not to sue and otherwise to make no claim directly or indirectly against the A|E CONSULTANT on the basis of professional negligence, breach of contract or otherwise with respect to the costs of approved Covered Change Orders unless the costs of such approved Covered Change Orders exceed 5% of Construction Cost, and then only for an amount in excess of such percentage. Any responsibility of the A|E CONSULTANT for the costs of Covered Change Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include any costs that the OWNER would have incurred if the Covered Change Order work had been included originally in the Contract Documents without any imprecision, incompleteness, error, omission, ambiguity, or inconsistency in the Drawings, Specifications and other design documents furnished by the A|E CONSULTANT or in the A|E CONSULTANT's other professional services related thereto. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, the A|E CONSULTANT is liable for the cost of Covered Change Orders in excess of the percentage of Construction Cost stated above or for any other Change Order.
- X. <u>Dispute Resolution</u>: The OWNER agrees that all claims, disputes, and other matters in question between the parties arising out of or relating to this Agreement or breach thereof first shall be submitted for nonbinding mediation to any one of the following, as agreed to by the parties: American Arbitration Association, American Intermediation Service, Americand, Dispute Resolution, Inc., Endispute, or Judicate. Any party hereto may initiate mediation within the time allowed for filing per State law and the parties hereto agree to fully cooperate and participate in good faith to resolve the dispute(s). The cost of mediation shall be shared equally by the parties hereto.

If mediation fails to resolve the claim or dispute, the matter shall be submitted to a court of competent jurisdiction.

Agenda Item: NB-9
Date: 06-15-2023

City Council Agenda Item Request

Date: 6/7/2023

Name: Wendy Taavola

Department: Engineering/Public Works

Item: Approval - 2024 Tandem Plow Truck Purchase from UP Truck Center

Meeting date requested: 6/15/2023

Explanation for request:

Public Works received four (4) bids for a 2024 Western Star Tandem Axel Plow Truck with a Dump Box, Underbody Scraper, four-way front plow and rear mount wing. Our request for bids was broken down with options to be estimated for a standard steel dump box vs. stainless steel dump box upgrade and a one-way plow vs. reverse plow upgrade. A stainless steel box will be rust resistant and will last longer than the current trucks in our fleet. The reverse plow will make it easier for plow operations within the city spaces. The prices shown on the attached Bid Summary show the price differences with a four-way plow, a backup camera, and carbon steel sides.

Public Works is requesting approval to accept the bid from UP Truck Center in Quinnesec, MI with the body package from Monroe Truck Equipment of \$246,370. This package includes adding the carbon steel AR450 front, sides, and posts, and deducting the backup camera which can be installed in house at a lower cost. This truck will be equivalent to #96, our 2019 Western Star Tandem Plow Truck with the stainless steel box, however the carbon steel AR450 upgrade on the internal box will allow for more durability to withstand heavier materials and concrete hauling. This truck will hold up to both winter and summer hauling. The additional cost of the upgrades don't significantly increase the overall price of the truck, but they will significantly increase the longevity and use. This will be a quality truck to add to our fleet that will last for years.

Bid Summary
One (1) NEW Tandem Plow Truck with Dump Box, Underbody Scraper, Front Plow and Rear Mount Wing.

Name of Bidder		Chassis		w/Monroe Equipment Package	w/Casper's Truck Eq. Package	w/Truck Equipment Package	w/Henderson Body Package	If Four-Way Plow Not Needed Deduct		Carbon Steel AR450 Front/Sides/Posts If Needed Deduct		Total With Carbon Steel Sides and Without Backup Camera	Delivery Date
UP Truck Center, INC UP Truck Center, INC	2024	Western Star Western Star	47X 47X	\$257,220.00	\$249,135.00		·	\$15,414.00 \$14,879.00	\$1,587.00 \$630.00	\$9,263.00	Check Check	\$246,370.00 \$248,505.00	September 2024 March 2024
UP Truck Center, INC	2024	Western Star	47X			\$245,043.00		\$12,133.00	\$650.00		Ćheck	\$248,485.00	March 2024
UP International Trucks, Inc.	2025	International	HV60758A6X4				\$263,180.00	\$15,414.00	\$1,587.00	\$9,263.00	Bid Bond	\$252,330.00	November 2024

Agenda Item: NB-10
Date: 06-15-20-3

City Council Agenda Item Request

Date: 6/7/2023

Name: Jeff Lampi

Department: Water

Item: Conduct Lead Service Line Replacements

Meeting date requested: 6/15/2023

Explanation for request:

Administration is requesting authorization to retain and hire any contractor to install a water service, who is licensed and insured to conduct this type of work, at the rate of \$3,150.00 for a half service or \$6,000.00 for an entire service per site or address, which is deemed necessary by the Water Department.

This approval will also authorize payment for additional costs related to this work:

- 1. Agreed cost for de-watering shall be set at \$900.00 per site. (\$100 increase from last year)
- 2. Agreed cost for long services, such as extending down boulevards in excess of 100 feet in length shall be an additional \$100.00. (new fee this year)
- 3. All other issues such as inside restoration of finished basements will be covered in the same manner as last year and paid to the contractor as time and material (T&M).
- 4. Base price increased \$50.00 per side, \$100.00 for a full service this year. (price reflected in request above)

Money is available for this type of work in the budget.

Agenda Item: NB-11
Date: 06-15-2023

City Council Agenda Item Request

Date: 6/7/2023

Name: Jeff Lampi

Department: Water Department

Item: Water Treatment Plant Generator

Meeting date requested: 6/15/2023

Explanation for request:

Administration is requesting Council's approval to purchase a new generator from Fabick Power Systems of Green Bay, Wisconsin for the Water Treatment Plant in an amount not exceed \$113,700.00, which will include \$4,000.00 for contingencies.

Money is available and budgeted for this purchase in the current fiscal year.

CITY OF ESCANABA RECORD OF BIDS

DATE BIDS OPENED:

DESCRIPTION OF ITEM: WTP Generator

June 6, 2023

NAME OF BIDDER	Furnish Generator and all components apecified: TOTAL	CHECK BID BOND
Wolverine Power Systems	133,600.00	Check
Fabick Pouer Systems	109.700.00	bid bond
Cummins	163,445-64	bond bid
·		
		ii -
		5

PRESENT:

Traces Augus

BIDDER'S PROPOSAL

City of Escanaba Water Treatment Plant Generator - 2023

DATE	:6-5-23	
•	f Escanaba aba, Michigan 49829	
WITH	e undersigned, agree to furnish the City of Escan I REGARDS TO THE WATER TREATMEN ne attached minimum specifications, which are page	T PLANT GENERATOR in accordance
BID:	Bid amount to furnish Generator and all components specified:	\$109,700.00
BIDD	IFIED CHECK, CASHIER'S CHECK OR ER'S BOND IS ENCLOSED IN THE JNT OF: (Not less the 10% of total)	S Attached (must be included to qualify)
Plaaca	include the following items with the bid:	(must be included to quality)
1 10ase •	Completed Minimal Proposal Requiremen Certified Check, Cashier's Check or Bid Bon	

SUBMITTED BY:

FIRM:

Fabick Power Systems

ADDRESS:

2700 S. Broadway

• Factory Specification sheet of the proposed generator

BY:

Joe Johnson

TITLE:

EPG Account Manager

PHONE:

City of Escanaba Water Treatment Plant Generator-2023

Minimal Proposal Requirements

Please check each item that is achievable in your proposal and provide written explanation if you are not able to fulfil any requirements

Please return this page with RFP

en	erator set & Automatic Transfer Switch
1.	Furnish one (1) Generator that meets or exceeds the current generator rating of at leas
	three hundred fifty (350) K.W. (Replacing existing Cummings 350 Stationary Generator
	• One (1) Generator
2.	Brand of Generator
	• Caterpillar
3.	Generator Model Number
	• D350GC
4.	Provide a K.W. rating for Generator.
	• 350 kW
5.	Does the Generator have a manufacturer sound attenuated enclosure?
	• Yes
	• Please provide a decibel rating at the highest rpm 71 dbA @ 23 ft @ 100%
	load
6.	Generator powered by Diesel Fuel
	• <u>Yes</u>
7.	Storage capacity with an underside unit fuel tank/run time at max capacity.
	• Yes - 744 Gallons which provides 27.1 hours of runtime @ 100% load
8.	Furnish Manual Transfer
	• A load bank/rollup generator docking station per the specs has been included
9.	Brand of Manual Transfer Switch
	• <u>Trystar</u>
10.	. Manual Transfer Switch Model Number
	•GDS-6
11.	. Please provide pictures, specifications, overview, and any other pertinent information
	• See attached
12.	. Provide three (3) copies of the Operations and Maintenance Manuals for the generator,
	Automatic Transfer Switch and other electrical companents provided

Furnished by Fabick if selected for the project.

13. Provide	onsite startup and commissioning of the new upgraded system.
•	Yes, per specified requirements.
14. Provide	City Staff onsite training for the new upgraded system once it is installed
•	Yes
15. All equip	ment must be in accordance with all Federal, State, City, and Department rules
regulation	ns, and policies.
•	Yes, from Fabick's understanding. Others to determine if the specific site
	has more stringent requirements than what Fabick is traditionally accustom
	too.
16. Provide w	arranty on all equipment installed for a minimum of one year.
•	Five (5) Year Warranty provided with generator per the specs. All OEM
	components will include the manufacturers factory standard warranty.

PLEASE COMPLETE AND RETURN THE MINIMUM SPECIFICATIONS FORM SUPPLIED

Please Provide Any Additional Information Required

This space intentionally left blank



"TO EVER SERVE OUR CUSTOMERS BETTER"

Throughout major portions of Missouri, Illinois, the entire state of Wisconsin and the Upper Peninsula of Michigan

DATE:

June 5, 2023

QUOTE No.

COMPANY:

City of Escanaba

REF:

Water Treatment Plant Generator - 2023

Fabick Power Systems is pleased to provide the following proposal:

QUANTITY:

One (1) New Caterpillar Diesel Genset

MODEL:

D350GC - EPA Emergency Stationary Only

UL 2200 Listed

RATING:

350 KW Standby Power Rating

VOLTAGE:

277/480VAC, Three Phase, 60 Hz, 1800 RPM

DOCKING STATION:

One (1) 800A, Rollup Gen/Load Bank, NEMA 3R

INSTALLATION:

Mechanical and Electrical By Others

DELIVERY:

FOB JOBSITE

Caterpillar Model D350GC standby generator set rated at 350 KW with factory sound attenuated enclosure & sub-base fuel tank, one (1) 800A docking station and related accessories & services:

Net Price Each: \$109,700

PRICE / AVAILABILITY QUOTED ABOVE IS BASED UPON RESPECTIVE MANUFACTURERS CURRENT REPRESENTED PRICING WHICH IS SUBJECT TO CHANGE.

EFFECTS FROM THE ON-GOING GLOBAL SUPPLY CHAIN / PANDEMIC ISSUE DOES NOT ALLOW FOR FIXED FIRM PRICING NOR AVAILABILITY UNTIL SUCH TIME OF ORDER PLACEMENT WITH OUR MANUFACTURERS AND VENDORS.

FABICK RESERVES THE RIGHT TO ADJUST PRICE AND AVAILABILITY AT THE TIME OF CUSTOMER ORDER AND DOES NOT ACCEPT RISK OR RESPONSIBILITY FOR SUCH POTENTIAL CHANGE IMPLICATIONS.

BILL OF MATERIALS:

AIR INLET SYSTEM

Air Cleaner

CIRCUIT BREAKER

One (1) 600Amp, UL-100% rated, 3 pole, LS/I

CONTROL PANEL

Generator terminal box mounted Single location customer connection Auto start/stop control switch Voltage adjustment potentiometer True RMS AC metering, 3-phase Generator Monitoring

Generator Monitoring
Generator Protection
Engine Monitoring
Engine Protection
Inputs & Outputs
Communications

Also included -

One (1) remote annunciator (shipped loose)
One (1) remote estop switch (shipped loose)

COOLING SYSTEM

Radiator and cooling fan complete with protective guards 50% coolant antifreeze/corrosion inhibitor Coolant Reservoir Jacket water heater

ENCLOSURE

Factory sound attenuation (71dBA at 23 feet)
Reach-in
Hinged Doors
External Intake Hood
Color – white with black tank

EXHAUST

Critical grade silencer system - mounted within enclosure

FUEL SYSTEM

Primary fuel filter with water separator
Secondary fuel filter
Fuel priming pump
Flexible fuel lines
Fuel transfer pump
Subbase fuel tank, 24 hours min @ 100% load, to include Mechanical direct read fuel gauge
Low fuel level alarm
Leak detection in rupture basin

GENERATORS AND GENERATOR ATTACHMENTS

3-Phase brushless Voltage regulator Class H insulation

GOVERNING SYSTEM

Caterpillar electronic governor

LUBE SYSTEM

Oil cooler Lubricating oil Oil filter and dipstick Oil drain lines with valve – piped to edge of base frame

MOUNTING SYSTEM

Heavy-duty fabricated steel base with lifting points Vibration isolators between base & engine-generator

STARTING/CHARGING SYSTEM

Charging alternator Electric starting motor Batteries w/ racks & cables Battery charger, 10A, UL listed

DOCUMENTATION & CONSUMABLES

One (1) set of operation & maintenance manuals

STARTUP SERVICES & PRODUCT SUPPORT

One (1) day of field start-up and testing services by a Fabick technician, to include - Generator set start-up

Load bank test with portable resistive load bank – two (2) hours

Simulate power failure & outage – monitor system operation

Onsite owner instruction same day as startup

NOTES AND QUALIFICATIONS:

- Fabick Power Systems limits the scope of supply for this quotation to the equipment and services listed above. Our proposal is based solely on equipment and services as specified and is intended to meet the functional intent of the project, as described to Fabick. Specific qualifications are noted below. Others will provide equipment, which is not listed.
- All applicable licensing/permits and fees (Federal, State, and Local) are the sole responsibility of installing contractor or Owner.
- 3. All Mechanical and electrical installation for equipment proposed herein is to be provided by others.
- 4. A Certified Licensed Tank Installer may have to certify this fuel system. The certification process and costs are not included in this proposal.
- 5. Fuel for testing, as well as initial fuel tank fill is NOT included.
- 6. Independent testing agency, short circuit; relay coordination study, breaker trip settings, inferred scanning or arc flash study if required is NOT included.
- 7. One (1) man-day has been included in this proposal for field start-up and training. If additional time is required, due to conditions outside of Fabick's control, a technician will be made available at the prevailing labor and travel rates in place at time of need.
- 8. All labor included for on-site start up and commissioning services for the offered equipment is based upon a normal work week (Mon Fri) and work hours (7:00am 3:30 pm). If commissioning or services are required outside of normal work week or hours (2nd Shift, Weekend or Holidays, etc.), please contact Fabick for a revised proposal which will reflect corresponding rates.

Note field service technician availability is based upon Fabick service operations workload and scheduling. Please allow 2-3 weeks within your project/construction schedule for technician availability from point of notice to Fabick in coordinating services.

TERMS:

NET 30 DAYS WITH APPROVED CREDIT

DELIVERY:

ALLOW 33-37 WEEKS FOR DELIVERY AFTER RECEIPT

OF ORDER & RELEASE TO PRODUCTION

FOB JOBSITE - OFFLOADING BY OTHERS

TAXES:

PRICES QUOTED WITHIN THIS PROPOSAL DO NOT INCLUDE APPLICABLE FEDERAL, STATE OR LOCAL TAXES. TAXES WILL BE ADDED TO PRICES QUOTED HEREIN WHERE

APPLICABLE

WARRANTY:

GEN-SET - FIVE (5) YEARS

FROM START-UP/COMMISSIONING

ALL OTHER OEM PARTS PER RESPECTIVE MANUFACTURERS STANDARD WARRANTY

Thank you for the opportunity to quote our products and services. Please call me with any questions or if you need additional information.

Sincerely,

Joe Johnson

Electric Power Generation Account Manager

Fabick Power Systems

(920) 498-8000

Cat® D350 GC

Diesel Generator Sets



Standby: 60 Hz



Image shown ma	y not reflect actua	configuration.
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Engine Model	Cat® C13 In-line 6, 4-cycle diesel	
Bore x Stroke	130 mm x 157 mm (5.1 in x 6.2 in)	
Displacement	12.5 L (763 in³)	
Compression Ratio	16.3:1	
Aspiration	Turbocharged Air-to-Air Aftercooled	
Fuel Injection System	MEUI	
Governor	Electronic ADEM™ A4	

Model	Standby	Emission Strategy
D350 GC	350 ekW, 437.5 kVA	EPA Certified for Stationary Emergency Application

PACKAGE PERFORMANCE

Performance	Standby
Frequency	60 Hz
Genset Power Rating	437.50 kVA
Genset power rating with fan @ 0.8 power factor	350 ekW
Emissions	EPA TIER 3
Performance Number	EM1692
Fuel Consumption	
100% load with fan, L/hr (gal/hr)	94.3 (24.9)
75% load with fan, L/hr (gal/hr)	81 9 (21.6)
50% load with fan, L/hr (gal/hr)	60.2 (15.9)
25% load with fan, L/hr (gal/hr)	34.3 (9.1)
Cooling System [†]	
Radiator air flow restriction (system), kPa (in water)	0.12 (0.48)
Radiator air flow, m³/mın (cfm)	497 (17551)
Engine coolant capacity, L (gal)	14.2 (3.8)
Radiator coolant capacity, L (gal)	30 (8)
Total coolant capacity, L (gal)	34 (12)
Inlet Air	
Combustion air inlet flow rate m³/min (cfm)	24.8 (874.4)
Max. Allowable Combustion Air Inlet Temp, °C (°F)	49 (120)
Exhaust System	
Exhaust stack gas temperature, °C (°F)	571.2 (1060.1)
Exhaust gas flow rate, m³/min (cfm)	73 4 (2591.3)
Exhaust system backpressure (maximum allowable) kPa (in. water)	10.0 (40.0)
Heat Rejection	
Heat rejection to jacket water, kW (Btu/min)	143 (8132)
Heat rejection to exhaust (total), kW (Btu/min)	360 (20484)
Heat rejection to aftercooler, kW (Btu/min)	55 (3108)
Heat rejection to atmosphere from engine, kW (Btu/min)	47 (2694)
Heat rejection from alternator, kW (Btu/min)	24 (1382)
Emissions (Nominal)²	
NOx, mg/Nm³ (g/hp-hr)	2274.7 (4.58)
CO, mg/Nm³ (g/hp-hr)	666.9 (1.35)
HC, mg/Nm³ (g/hp-hr)	6.2 (0.01)
PM, mg/Nm³ (g/hp-hr)	39.4 (0.10)

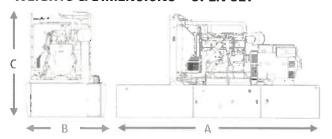
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D350 GC Diesel Generator Sets **Electric Power**



Alternator ³	The state of the s	
Voltages	480V	600V
Motor starting capability @ 30% Voltage Dip, skVA	863	951
Current Amps	526.2	421
Frame Size	M3115L41	M3115L41
Excitation	S.E	AREP
Temperature Rise, °C	105	105

WEIGHTS & DIMENSIONS – OPEN SET



FUEL TANK CAPACITY

Tank Design	Total Capacity L (gal)	Useable Capacity L(gal)
Integral	2820 (744.9)	2553 (674.4)

Base	Length "A"	Width "B" mm (in)	Height "C" mm (in)	Generator Set Weight
Skid (Wide Base)	4625 (182.8)	1630 (64.2)	2039 (80.3)	3291 (7255.4)
Integral Tank Base	4625 (182.8)	1630 (64.2)	2456 (96.7)	3143 (6929.1)

Note: General configuration not to be used for installation. See general dimension drawings for detail.

APPLICABLE CODES AND STANDARDS:

AS1359, CSA C22.2 No100-04, UL142, UL489, UL869, UL2200, NFPA37, NFPA70, NFPA99, NFPA110, IBC, IEC60034-1, ISO3046, ISO8528, NEMA MG1-22, NEMA MG1-33, 2006/95/EC, 2006/42/EC, 2004/108/EC.

Note: Codes may not be available in all model configurations. Please consult your local Cat Dealer representative for availability.

STANDBY: Output available with varying load for the duration of the interruption of the normal source power. Average power output is 70% of the standby power rating. Typical operation is 200 hours per year, with maximum expected usage of 500 hours per year.

RATINGS: Ratings are based on SAE J1349 standard conditions. These ratings also apply at ISO3046 standard conditions.

FUEL RATES: Based on fuel oil of 35° API [16° C (60° F)] gravity having an LHV of 42 780 kJ/kg (18,390 Btu/lb) when used at 29° C (85° F) and weighing 838.9 g/litre (7.001 lbs/U.S. gal.). Additional ratings may be available for specific customer requirements, contact your Caterpillar representative for details. For information regarding Low Sulfur fuel and Biodiesel capability, please consult your Cat dealer.

DEFINITIONS AND CONDITIONS

- 1 For ambient and altitude capabilities consult your Cat dealer. Air flow restriction (system) is added to existing restriction from factory.
- ² Emissions data measurement procedures are consistent with those described in EPA CFR 40 Part 89, Subpart D & E and ISO8178-1 for measuring HC, CO, PM, NOx. Data shown is based on steady state operating conditions of 77° F, 28.42 in HG and number 2 diesel fuel with 35° API and LHV of 18,390 BTU/lb. The nominal emissions data shown is subject to instrumentation, measurement, facility and engine to engine variations. Emissions data is based on 100% load and thus cannot be used to compare to EPA regulations which use values based on a weighted cycle.
- ³ UL 2200 Listed packages may have oversized generators with a different temperature rise and motor starting characteristics. Generator temperature rise is based on a 40° C ambient per NEMA MG1-32.

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Cat® GC ENCLOSURES





Image shown may not reflect actual configuration.

D250 GC – D600 GC Sound Attenuated Enclosures

60 Hz

Features

Robust/Highly Corrosion Resistant Construction

- · Factory installed on skid base or tanks base
- · Environmentally friendly, polyester powder baked paint
- · Enclosure constructed with 18-gauge steel
- · Interior zinc plated fasteners
- · Internally mounted exhaust silencing system
- · Comply with ASCE /SEI 7 for Wind loads up to 100 mph
- · Designed and tested to comply with UL 2200 Listed generator set package

Excellent Access

- · Large cable entry area for installation ease.
- Accommodates side mounted single or multiple breakers.
- · Two doors on both sides.
- Vertically hinged allow 180° opening rotation
- · Radiator fill cover.

Security and Safety

- Lockable access doors which give full access to control panel and breaker.
- · Cooling fan and battery charging alternator fully guarded.
- Fuel fill, oil fill and battery can only be reached via lockable access.
- · Externally mounted emergency stop button (Optional).
- Designed for spreader bar lifting to ensure safety.
- · Stub-up area is rodent proof.

Sound Attenuated Level 2

- · Caterpillar white paint
- UL Listed integral fuel tank with 24 hours running time capacity (Optional).
- · DC lighting package (Optional)

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Cat® GC ENCLOSURES



Enclosure Package Operating Characteristics

	Standby	Cooling Ai	ir Flow Rate	Ambient (Capability*	Sound Pressure Levels (dBA) at 7m (23 ft)
Enclosure Type	ekW	m³/s	cfm	°C	°F	100% Load
	250	6.4	13561	57	135	74
	300	6.4	13561	51	125	74
	350	7.4	15680	57	134	71
Level 2 Sound Attenuated	400	7.4	15680	53	127	71
Enclosure (Steel)	450	8.4	17692	54	130	73
	500	8.4	17692	50	122	73
	550	11.2	23731	56	133	73
	600	11.2	23731	53	127	73

^{*}Cooling system performance at sea level. Consult your Cat® dealer for site specific ambient and altitude capabilities. Note: Sound level measurements are subject to instrumentation, installation and manufacturing variability, as well as ambient site conditions

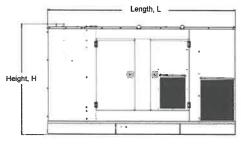
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Cat® GC ENCLOSURES



Weights and Dimensions

	Standby Ratings	Length, L		Width, W		Height, H		Package Weights	
Enclosure Type	ekW	mm	in	mm	in	mm	in	kg	lb
	250	3958	155.8	1440	56.7	1991	78.4	2857	6298.6
	300	3336	155.6	1440	36.7	1991	70.4	2945	6492.6
	350	4633	182.4	4000	24.0	0007	07.7	3983	8781.0
Sound Attenuated Enclosure on	400	4033	162.4	1630	64.2	2227	87.7	4017	8856.0
Skid Base	450	4823	400.0	4000		0007	87.7	4408	9718.0
	500	4023	189.8	1630	64.2	2227	81.7	4457	9826.0
	550	4000	400.4	1865	70.4	0.170	05.5	4754	10480.8
	600	4980	196.1		73.4	2172	85.5	4837	10663.8
	250	3958	455.0	1440	56.7	2407	07.0	3497	7709.6
	300	3930	155.8	1440		2487	97.9	3585	7903.6
	350	4633	182.4	1630	64.2	2644	104.1	4765	10505.0
Sound Attenuated Enclosure on	400							4799	10580.0
UL Listed Integral Fuel Tank Base	450	4000	400.0	4000	24.0	0777	400.0	5345	11783.7
	500	4823	189.8	1630	64.2	2777	109.3	5394	11891.7
	550	4000	400.4	4005	70.4	0700	407.0	5973	13168.2
	600	4980	196.1	1865	73.4	2723	107.2	6056	13351.2
	250	4000	404.4	4400	50.0	2070		3590	7914.6
	300	4608	181.4	1430	56.3	2379	93.7	3678	8108.6
	350	5054	000.7	4000		2524		4876	10749.7
Sound Attenuated Enclosure on	400	5251	203.7	1620	63.8	2561	100.8	4910	10824.7
UL Listed Extended Integral Fuel Tank Base	450	5909	000.0	4000	00.0	2040	100.0	5497	12118.8
TOTAL DOGG	500	2909	232.6	1620	63.8	2612	102.8	5546	12226.8
	550	6750	200 4	4000	70.4		1	6237	13750.2
	600	6759	266.1	1865	73.4	2487	97.9	6320	13933.2



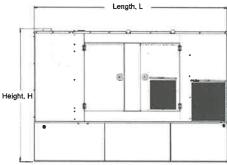
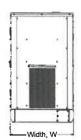
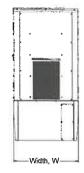


Image shown may not reflect actual configuration



Sound Attenuated Enclosure on Skid Base



Sound Attenuated Enclosure on a UL Listed Integral Fuel Tank Base

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Cat® GC INTEGRAL FUEL TANKS





INTEGRAL FUEL TANKS D250 GC - D600 GC

FEATURES

- UL Listed for United States (UL 142) and Canada (CAN/ULC S601)
- Facilitates compliance with NFPA 30 code, NFPA 37 and 110 standards and CSA C282 code
- Dual wall
- Low fuel level warning standard, customer configurable warning or shutdown
- Primary tank leak detection switch in containment basin
- Tank design provides capacity for thermal expansion of fuel
- Fuel supply dip tube is positioned so as not to pick up fuel sediment
- Fuel return and supply dip tube is separated by an internal baffle to prevent immediate re-supply of heated return fuel
- Pressure washed with an iron phosphate solution
- Interior tank surfaces coated with a solvent-based thinfilm rust preventative
- Heavy gauge steel gussets with internal lifting rings
- Primary and secondary tanks are leak tested at 20.7 kPa
 (3 psi) minimum
- Compatible with open packages and enclosures
- Gloss black polyester alkyd enamel exterior paint
- Welded steel containment basin (minimum of 110% of primary tank capacity)
- Direct reading fuel gauge with variable electrical output
- Emergency vents on primary and secondary tanks are sized in accordance with NFPA 30.

INTEGRAL

- Integral diesel fuel tank is incorporated into the generator set base frame
- Robust base design includes linear vibration isolators between tank base and engine generator.

OPTIONS

- Audio/visual fuel level alarm panel
- 5gal (18.9 L) spill containment*
- Locking Fuel Fill
- Overfill prevention Valve*

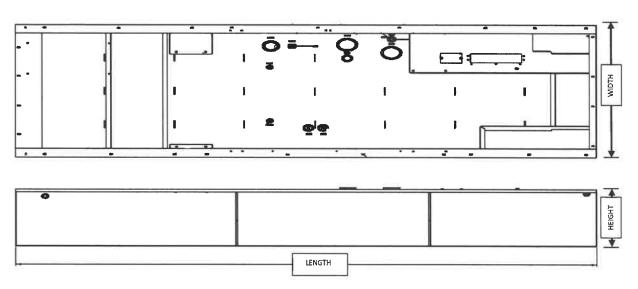
^{*}Applicable for D350GC-D600GC Models only

Cat® GC INTEGRAL FUEL TANKS



Integral Fuel Tank Base Useable Capacities with Fuel Tank Dimensions & Weights

Standby ekW	Width mm	Width in
250-300	1430	56.3
350-400	1630	64.1
450-500	1630	64.1
550-600	1865	73.4



The heights listed above do not include lumber used during manufacturing and shipping

A. Open Set & Sound Attenuated Enclosure

Tank	Design Feature		tal	Useable		Tank Only						Overall Package Height with Tank				
Design	Code	Сар	acity	Cap	Dry Weigh		Dry Weight Height'H'		Length'L'		Open		Enclosure			
			Litre	Gallon	Litre	Gallon	kg	lb	mm	in	mm	in	mm	in	mm	in
	FTDW035	2270.7	599.8	2059.9	543.9	970	2138	762.4	30.0	3958	155.8	2202	86.7	2487	97.9	
Integral	FTDW036	2820	744.9	2553	674.4	1165	2568	818.8	32.2	4625	182.1	2584	101.7	2644	104	
Tank	FTDW037	3671	969.7	3323	877.8	1331	2934	668.2	26.3	4622	181.9	2456	96.7	2644	104	
	FTDW038	4292	1133.8	3889	1027.3	1657	3653	816.4	32.1	4980	196	2560	100.7	2721	107.1	

Cat® GC INTEGRAL FUEL TANKS



B. Estimated Run Time (Hours)

***************************************	ALL .	Standby Ratings (kVA)								
Tank Design	Feature Code	ekW	10	100%		5%	50%			
			Hrs	L/hr	Hrs	L/hr	Hrs	L/hr		
	FTDW035	250	28.1	73.3	35	58.8	47	43.8		
		300	24	86.0	30.8	66.8	40	51.5		
	FTDW036	350	27.1	94.3	31.2	81.9	42.4	60.2		
Integral Tank		400	24.1	105.9	28.1	90.7	38.6	66.2		
mtafiai i anv	FTDW037	450	25.2	131.7	31.3	106.1	42.0	79.1		
	FIDW037	500	24.3	137	30.1	110.5	46.6	71.3		
	FTDW038	550	25.7	151.1	32.9	118.1	45.2	86.1		
	FIDWVJ8	600	24.1	161.6	30.0	129.6	42.4	91.7		

Tanks with full electrical stub-up area include removable end channel. Tanks with RH stub-up include stubup area directly below the circuit breaker or power terminal strips.

Fuel tanks and applicable options facilitate compliance with the following United States NFPA Code and Standards:

NFPA 30: Flammable and Combustible Liquids Code

NFPA 37: Standard for the Installation and Use of Stationary Combustion Engines and Gas Turbines

NFPA 110: Standard for Emergency and Standby Power Systems

Fuel tanks and applicable options facilitate compliance with the following Canadian Standard and Code:

CSA C282 - Emergency Electrical Power Supply for Buildings

CSA B139-09 — Installation Code for Oil-Burning Equipment

Cat Extended Service Coverage (ESC)

4 EASY STEPS TO PROTECT YOUR STANDBY GENERATOR SET

Your operation depends on reliable power. That's why you trust Cat® generator sets. With Extended Service Coverage (ESC), you get additional protection that's just as durable and long-lasting. ESC for **new, used and overhauled standby generator sets** protects your investment and your peace of mind. Choosing coverage is as easy as following these four steps.

1 IDENTIFY YOUR COVERAGE NEEDS

Identify your required years of coverage and preferred deductible to choose the best ESC terms to fit your needs. Electric power standby generator sets have a limit of coverage of 500 hours per year. For generator sets outside of their original factory warranty, identify the age and current operating hours since delivery.

2 CHOOSE FROM A VARIETY OF COVERAGE OPTIONS

Next, extend your protection beyond the original factory warranty by choosing the coverage option that's right for your situation.

Situation.	
NEW ESC	Coverage for electric power standby generator sets is available in 36- to 120- month terms, in 12-month increments, if purchased before the end of your original factory warranty.
ADVANTAGE ESC	Coverage is available after the end of the original factory warranty in 12- to 60- month terms, in 12-month increments. Your genset: Can be covered for up to 25 years from its delivery date Must pass a qualifying inspection performed by an authorized Cat dealer Can be covered for one to five years after each inspection May not require an inspection if it is less than 10 years since its build date and is either a) currently covered by ESC or b) currently covered by a Customer Value Agreement (CVA).
OVERHAUL ESC	Coverage is available in 12- to 60- month terms, in 12-month increments. Your genset is eligible once a qualifying overhaul has been completed by an authorized Cat dealer in accordance with the Overhaul ESC Checklist.



3 SELECT YOUR COVERAGE LEVEL

Then, choose from our Silver, Gold, Platinum or Platinum Plus coverage levels (New and Advantage ESC only) to get the exact amount of protection you need based on the Coverage Matrix¹ and Additional Allowances. Overhaul ESC options are also available. Contact your local Cat dealer for details.

COVERAGE MATRIX¹

Cooling System	Silver	Gold	Platinum ²
Thermostat Housing	1	V	1
Water Manifold Housing	✓	V	1
Jacket Water Precooler	J	J	1
Jacket Water Pump		4	1
Thermostat			J
Radiator & Fan			1
Fuel System			
Steel Fuel Lines	√	1	J
Fuel Shutoff Solenoid	√	1	J
Fuel Injectors		1	1
Fuel Transfer Pump & Housing			1
Fuel Priming Pump			1
Fuel Transfer Pump			1
Lubrication System			
Pan, Pump Cooler	J	1	1
Crankcase Breather			1
Engine Oil Pump Drive			1
Prelubrication Pump			/
Electric System			
Control Module (ECM)	1	J	J
Sensors: All Engine Sensors	✓	1	5
Wiring Harness & Connectors			1
Starter			5
Engine Alternator			1
Alternator End			
Alternator, including Rotor, Stator and Exciter	J	J	J
Generator Controls		1	✓
Power Center		√	1

Air Induction & Exhaust	Silver	Gold	Platinum ²
Exhaust Manifolds, Studs & Gaskets	√	✓	1
Inlet Air Heater Relay	✓	J	J
Intake Manifold	J	1	1
Turbocharger(s)		✓	1
Air-to-Air Aftercooler Cores			1
Muffler/Exhaust System			1
Exhaust Guards			1
Diesel Oxidation Catalyst			1
Short Block			
Cylinder Block Casting	1	√	1
Crankshaft	✓	J	1
Connecting Rod Assembly	✓	1	✓
Piston, Wrist Pin, Retainer Clip & Piston Rings	J	1	J
Idler and Timing Gears			1
Accessory Drive			J
Cylinder Head			
Cylinder Head	J	√	1
Intake & Exhaust Valves	✓	√	J
Valve Mechanism	✓	✓	1
Camshaft, Camshaft Bearings, Key, Gear	✓	√	1
Front & Rear Covers			
Front Cover/Plate/Housing/Gears & Gaskets	√	J	J
Vibration Damper	J	√	J
Flywheel Housing & Gasket	√	✓	1
Crankshaft Front & Rear Seal			1
Optional Aftertreatment Coverage	1 = = =		
Diesel Particulate Filter	$\sqrt{3}$	√3	√3
Selective Catalytic Reduction	√3	√3	√3

¹ This Coverage Matrix is for reference only and does not represent a complete list of covered components. For additional information, please reference the appropriate ESC contract.

2 Platinum level covers the as-shipped consist from the factory with Cat part numbers. Some exclusions may apply.

Platinum Plus goes beyond Platinum coverage to include Cat components installed by an authorized dealer. Such components must be approved. See your Cat dealer for details. Platinum Plus also offers more Additional Allowances and remote troubleshooting fees, up to a maximum of \$50.00 per claim.

ADDITIONAL ALLOWANCES

	Travel/Mileag	e Limitations	Emergency Freight	lental ^s	Crane & Rigging ⁶	Overtime	
Engine Displacement	Silver, Gold, Platinum	Platinum Plus Only	All Coverage Levels	Platinum Only	Platinum Plus Only	Platinum Plus Only	Platinum Plus Only
Up to 4 liters	2 hr/100 mi	10 hr/500 mi	\$500 USD	\$2,500 USD	\$5,000 USD	\$1,000 USD	\$3,000 USD
Over 4 liters up to 7.5 liters	4 hr/200 mi	10 hr/500 mi	\$500 USD	\$5,000 USD	\$10,000 USD	\$1,000 USD	\$3,000 USD
Over 7.5 liters up to 34 liters	8 hr/320 mi	10 hr/500 mi	\$500 USD	\$10,000 USD	\$20,000 USD	\$5,000 USD	\$3,000 USD
Over 34 liters	8 hr/320 mi	10 hr/500 mi	\$500 USD	\$15,000 USD	\$40,000 USD	\$12,500 USD	\$3,000 USD

⁴ Please refer to the generator set spec sheets for particular engine displacement.

6 Allowance is granted if covered failure repairs cannot be completed within 48 hours of the authorized dealer technician's initial visit.

4 PURCHASE AND REGISTER YOUR ESC

Finally, work with your local Cat dealer to complete the process—and get the protection and peace of mind you deserve.

This marketing tool does not represent a contract or obligation of any kind between Cat Financial Insurance Services, its parent or affiliates, and the equipment owner. For details on any dealer agreement, including a complete description of the terms, conditions, and/or exclusions, contact your local Cat dealer. All graphics and lists in this marketing tool are provided solely for general information purposes and are not intended to be a solicitation or an offer to sell any product or service. Subject to change without notice. In case of conflict, the ESC contract will govern.



³ Recent emissions-compliant engines may be equipped with a Diesel Particulate Filter (DPF) and/or a Selective Catalytic Reduction (SCR). We offer coverage at an additional cost on these emissions components. Silver, Gold, Platinum or Platinum Plus base level coverage is required.

⁵ Allowance is granted if covered failure repairs cannot be completed within 96 hours (for Platinum) or 48 hours (for Platinum Plus) of the authorized dealer technician's initial visit.

DUAL PURPOSE



IS YOUR FACILITY PREPARED TO RESTORE POWER DURING GENERATOR TESTING AND REPAIRS?

For facilities that require emergency generators, Operations and Facility Managers are faced with the challenge of maintaining these systems to be operational within a moment's notice. But how do you ensure your generator is exercised regularly without causing wear and tear on mechanical components? And what backs up your facility when more extensive maintenance is required? Trystar's Dual Purpose line offers dedicated load bank connections provide permanently installed connections points that are built for the rugged repetitive use of regular testing.

MINIMIZE FACILITY DOWNTIME

 Eliminate the need for an electrician to install a temporary generator through our industry-standard Camlok connections.

MAINTAIN BUSINESS CONTINUITY

 Ensure your business is ready to respond and maintain operations during your next power outage by having the equipment in place to safely, legally, and quickly connect an emergency power source.

IMPROVE EMERGENCY EQUIPMENT ROI

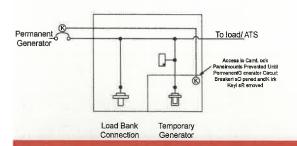
- Camlok connections are designed for the repetitive use of temporary applications, eliminating the wear and tear on mechanical components, the number one cause of electrical failures.
- Reduce the time it takes to perform regularly scheduled load testing by offering a dedicated connection point for the portable load bank.

MAXIMIZE YOUR DESIGN FLEXIBILITY

 Partner with Trystar to access the largest selection of preengineered UL listed configurations in the industry or contact our team to design the exact product that fits your application.



GDS-6



Dual Purpose Docking Station with male and female camloks to connect a load bank and temporary power source

FEATURES AND OPTIONS



APPLICATION RANGE

- 100-4000A
- Up To 600V
- · Up to 100KaIC

STANDARD FEATURES

- · Factory installed phase rotation monitor
- · All aluminum NEMA 3R or stainless 4X construction
- Integrated bottom conduit entry access for maximum installation flexibility
- Patented tamper-resistant rake system to prevent cable theft and unauthorized disconnection
- Industry standard 16 Series CamLok connections compatible with any rental generator or load bank

AVAILABLE OPTIONS

- · Strip heater & unit thermostat (375 Watt)
- Secondary convenience receptacles for added power options
- Patented solenoid safety interlock door to comply with NEC 702.12C
- · Utility indicator lights
- Visit trystar.com for a full list of additional options and features



PRODUCT LISTINGS

- · Listed to UL 1008 standards
- · UL 50 listed enclosure
- · NEC 700.3F compliant by application
- NEC 702.12C compliant with safety interlock door adder
- IBC Seismic certified in wall mount enclosures

SAMPLE INDUSTRIES







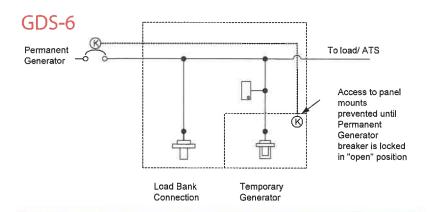




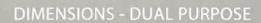


ONE LINES - DUAL PURPOSE

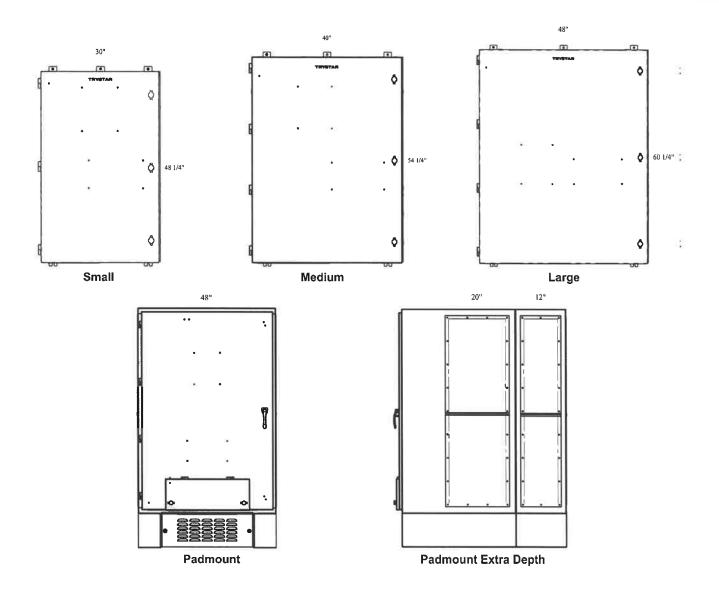




Dual Purpose Docking Station with male and female camloks to connect a load bank and temporary power source







GDS Line	Small	Medium	Large	Padmount	Padmount Extra Depth
GDS-6	100-300A	301-600A	601-1200A	800-2500A	2501-4000A
Dimensions	48" x 30" x 16"	54" x 40" x 16"	60" x 48 x 16"	84" x 48" x 43"	84" x 48" x 43"
Approx. Weight	150lb	250lb	350lb	750lb	750lb

Agenda Item: <u>NB-12</u>
Date: <u>OO-15-2023</u>

City Council Agenda Item Request

Date: 06/08/2023

Name: Craig Woerpel

Department: DDA

Item: RAP 2.0 (Revitalization and Placemaking Program)

Meeting date requested: 06/15/2023

Explanation for request:

(Revitalization and Plac will be updated on prop	A Ludington Street Workgroup has been working on project possibilities for the RAP 2.0 (Revitalization and Placemaking Program) grant through the MEDC. The City Council will be updated on proposed restrooms in the Municipal Dock area and streetscape at the eastern end of Ludington Street.									
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Google Maps



Imagery ©2023 CNES / Airbus, Maxar Technologies, USDA/FPAC/GEO, Map data ©2023 200 f

1 of 1 5/29/2023, 9:59 AM

ATTACHMENT 2: Before Photos

Figure 1. Municipal Dock Restroom/Lift Station



Figure 2 Municipal Dock



Figure 3 Second Street to Third Street (New housing development area)



Figure 4. Third Street to Fourth Street (County Buildings pictured)



Figure 5. Fourth Street to Fifth Street (City Hall and Public Library pictured)

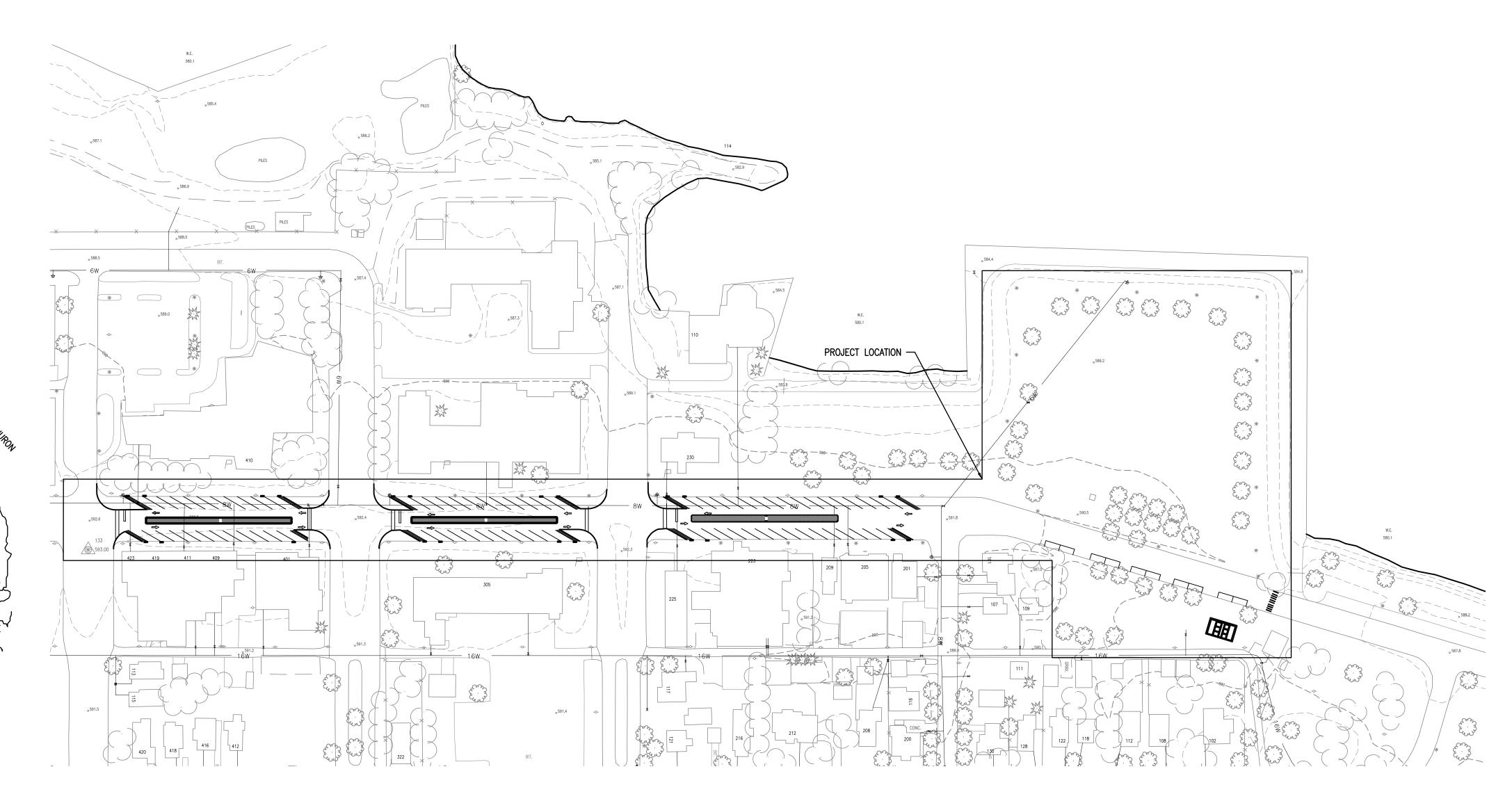


ROJ. #: 220

DATE: 09/20

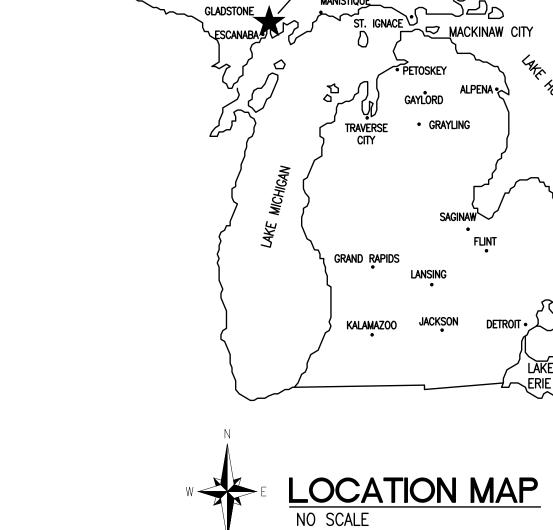
G-001

CONSTRUCTION PLANS FOR CITY OF ESCANABA, MICHIGAN

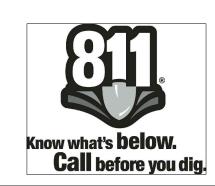


VICINITY MAP

LUDINGTON STREETCAPE AND MUNICIPAL DOCK RESTROOMS







IT IS UNDERSTOOD THAT THE CONTRACTOR SHALL PERFORM ALL WORK UNDER THIS CONTRACT IN ACCORDANCE WITH ALL APPLICABLE PROVISIONS, POLICIES, RULES AND STANDARDS OF THE MICHIGAN OCCUPATIONAL SAFETY AND HEALTH ACT (MIOSHA), BEING ACT 154 OF THE PUBLIC ACTS OF 1974 AND AS AMENDED.

EXCEPT WHERE OTHERWISE INDICATED ON THE PLANS OR IN THE PROPOSAL AND SUPPLEMENTAL SPECIFICATIONS CONTAINED THEREIN, ALL MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE APPLICABLE SECTIONS OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION 2012 STANDARD SPECIFICATIONS FOR CONSTRUCTION AND THE CURRENT SUPPLEMENTAL SPECIFICATIONS. (AVAILABLE AT WWW.MDOT.STATE.MI.US/SPECBOOK/2012/)

EVERGREEN TREE INSTALLATION NO SCALE

REMOVE AFTER 1 YEAR.

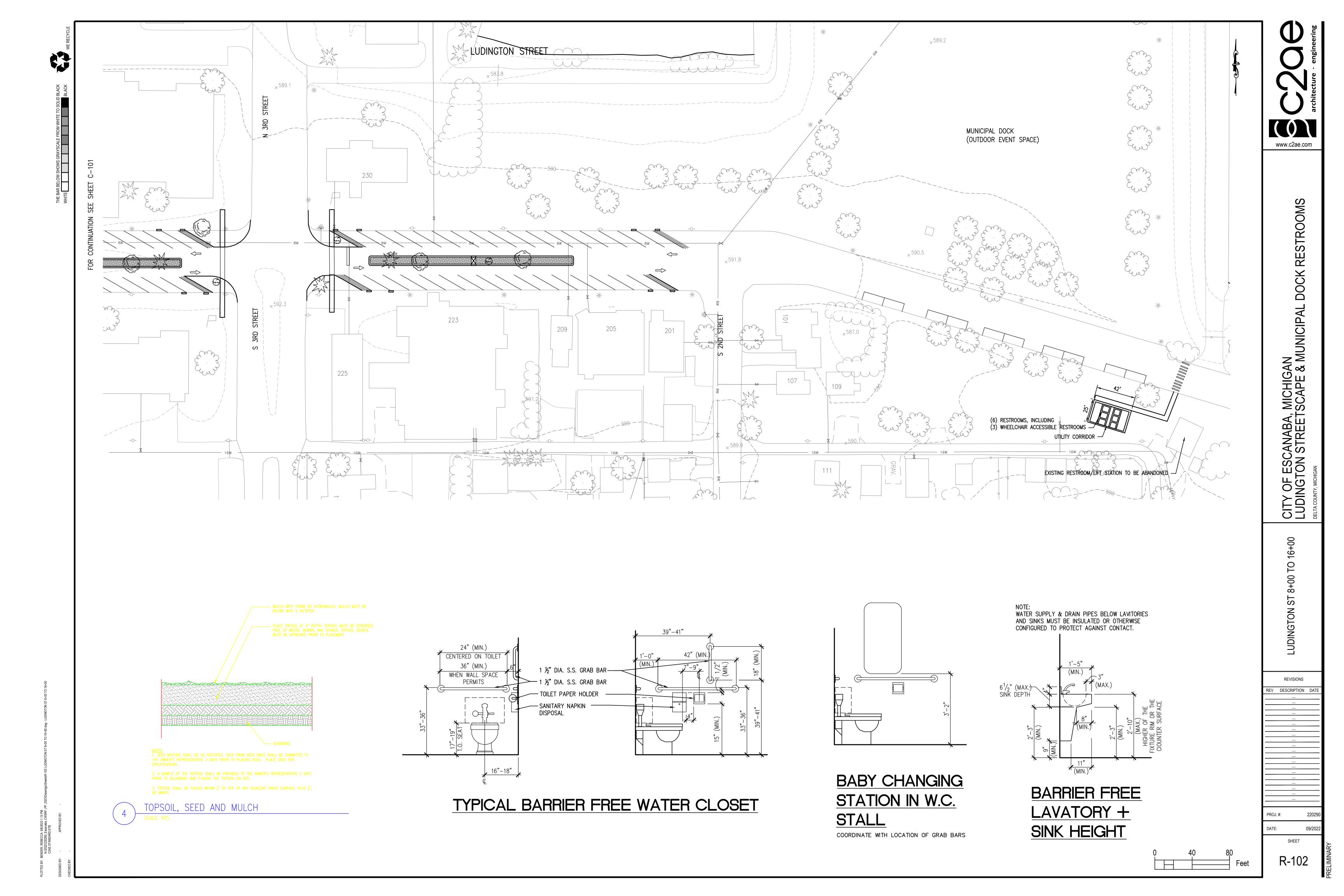
DECIDUOUS TREE INSTALLATION
NO SCALE

SHEET

CITY OF LUDINGT 8 LUDINGTON

DOCK RESTROOMS

REVISIONS REV DESCRIPTION DA



RAP 2.0 Ludington Streetscape and Municipal Dock Restrooms Estimated Costs by C2AE June 6, 2023

Item	Description	Unit	Unit Cost	Curb Modifications		Street Markings		Medians			Re	stro	oms	Total Project				
				(per corner)		(per 1000 ft)		(per block)		(6 RR, 25'x42')			Quantities	Costs				
	Mobilization		15%		\$	2,144		\$	1,267		\$	4,848		\$	4,328		\$	41,670
	Contingency		10%		\$	1,429		\$	844		\$	3,232		\$	2,886		\$	27,780
2020004	Tree, Rem, 6 inch to 18 inch	EA	\$ 643.00		\$	-		\$	-		\$	-	1	\$	643	1	\$	643
2040020	Curb and Gutter, Rem	LF	\$ 12.34	72		888		\$	-		\$	-	5	\$	62	725		8,947
2040050	Pavt, Rem	Syd	\$ 38.52	83	\$	3,210		\$	-	178	\$	6,857		\$	-	1367	\$	52,670
2040055	Sidewalk, Rem	Syd	\$ 29.19	6		162		\$	-		\$	-		\$	-	56		1,622
2040070	Utility Pole, Rem	Ea	\$ 250.00	2	\$	500		\$	-		\$	-		\$	-	20		5,000
2050016	Excavation, Earth	Cyd	\$ 13.07		\$	-		\$	-		\$	-	156	\$	2,033	156	\$	2,033
2060005	Aggregate	Cyd	\$ 70.00		\$			\$	-		\$	-	20	\$	1,431	20		1,431
2080024	Erosion Control, Inlet Protection, Sediment Trap	Ea	\$ 237.00	2	\$	474		\$	-		\$	-		\$	-	20		4,740
2080036	Erosion Control, Silt Fence	Ft	\$ 3.54		\$	-		\$	-		\$	-	200		708	200		708
3020030	Aggregate Base, 12 inch	Syd	\$ 21.00	20	\$	420		\$	-	100	\$	2,100	128		2,683	628		13,183
	Culv, Downspout, 12 inch	Ft	\$ 51.46		\$	-		\$	-		\$	-	50		2,573	50	\$	2,573
	Sewer, Cl A, 6 inch, Tr Det B	Ft	\$ 18.30		\$	-		\$	-		\$	-	100	\$	1,830	100		1,830
4021201	Sewer Tap, 6 inch	Ea	\$ 200.00		\$	-		\$	-		\$	-	1	\$	200	1	\$	200
4040073	Underdrain, Subgrade, 6 inch	Ft	\$ 12.00		\$	-		\$	-		\$	-		\$	600	50	\$	600
4040093	Underdrain Outlet, 6 inch	Ft	\$ 20.19		\$	-		\$	-		\$	-	50	\$	1,010	50	\$	1,010
5050015	Seal, Fog	Syd	\$ 3.97		\$	-	1944	\$	7,719		\$	-		\$	-	2088	\$	8,291
8030046	Sidewalk, Conc, 6 inch	Sft	\$ 6.56	100	\$	656		\$	-	35		230	460	\$	3,018	1565	\$	10,266
8020015	Curb and Gutter, Conc, Det B1	Ft	\$ 39.00	90	\$	3,510		\$	-	450	\$	17,550		\$	-	2250	\$	87,750
	Curb Ramp, Conc, 6 inch	Sft	\$ 17.55	25	\$	439		\$	-		\$	-		\$	-	250		4,388
8110110	Pavt Mrkg, Polyurea, 12 inch, Crosswalk	Ft	\$ 4.25		\$	-	160	\$	680		\$	-		\$	-	172	\$	730
	Pavt Mrkg, Regular Dry, 4 inch, White	Ft	\$ 0.13		\$		350	\$	46		\$	-		\$	-	376		49
8160025	Mulch	Syd	\$ 1.00		\$	-		\$	-		\$	178		\$	-	533		533
8160064	Topsoil Surface, Furn, 6 inch	Syd	\$ 10.00	11	\$	111		\$	-	178	\$	1,778		\$	-	644		6,444
	Slope Restoration, Non-Freeway, Type A	Syd	\$ 5.76		\$			\$	-		\$	-	119		686	119	\$	686
	Conduit, DB, 2, 3 inch	Ft	\$ 26.40		\$	-		\$	-		\$	-	100	\$	2,640	100	\$	2,640
8182338	Metered Serv	Ea	\$1,845.00		\$	-		\$	-		\$	-	1	\$	1,845	1	\$	1,845
8190285	Light Std Shaft, 30 foot or less	Ea	\$2,131.22	1	\$	2,131		\$	-	1	\$	2,131	3	\$	6,394	16	\$	34,100
8237050	_ Water Service Box	Ea	\$ 500.00		\$	-		\$	-		\$	-	1	\$	500	1	\$	500
8507050	Bike Rack	Ea	\$1,039.11	1	\$	1,039		\$	-		\$	-		\$	-	10	\$	10,391
8507050	_Tree	Ea	\$ 500.00	1	\$	500		\$	-	2	\$	1,000		\$	-	16	\$	8,000
8507050	Shrub	Ea	\$ 250.00	1	\$	250		\$	-	2	\$	500		\$	-	16	\$	4,000
	Masonry and Laminate Building	Sft	\$ 200.00					\$	-				1050	\$	210,000	1050	\$	210,000
	Administration and Legal Fees		17%		\$	2,429		\$	1,436		\$	5,495		\$	4,905		\$	47,226
	Engineering Fees		20%		\$	2,858		\$	1,689		\$	6,465		\$	5,771		\$	55,560
	Total Capital Costs				\$	23,151		\$	13,681		\$	52,363		\$	256,745		\$	660,039
			Project count:	10	Φ	231.512	1.074	ሱ	14.693	2	ሱ 4	57.089	1	•		•		

Project count: 10 \$ 231,512 1.074 \$ 14,693 3 \$ 157,089

Application

RAP 2.0 Application

Project Name:		Ludington Streetscape and Municipal Event Center				
Project Street Address:	City/Twp./Village:	Zip Code:	County:			
200 Ludington St	Escanaba	49829	Delta			
Applicant Ent	ity Legal Name:	Employer Identification Number (EIN):				
City of	Escanaba					
Applicant Address:	City/Twp./Village:	Zip Code:	County:			
410 Ludington St Escanaba		49829	Delta			

Program Overview

The Revitalization and Placemaking Program (RAP) 2.0 is an incentive program that will proactively deploy \$100 million in funding to address the COVID-19 impacts in Michigan communities through to invest in projects that enable population and tax revenue growth through rehabilitation of vacant and blighted buildings and historic structures, rehabilitation and development of vacant properties, and development of permanent place-based infrastructure associated with social zones and traditional downtowns, outdoor dining, and place-based public spaces. Administered by the Michigan Economic Development Corporation (MEDC), this tool provides access to real estate development gap financing in the form of grants between \$500 thousand and \$5 million per project for real estate rehabilitation and development, grants between \$250 thousand and \$1 million for public space place-based infrastructure per project, and grants of up to \$20 million to local or regional partners who develop a subgrant program.

There are three categories of awards within this application:

- 1. Real estate rehabilitation awards are to be applied to vacant, underutilized, blighted, or historic buildings.
- 2. Public space place-based infrastructure awards for a single project.
- 3. Coordinated subgrant awards for organizations who intend to implement a coordinated regranting program to support more than one real estate rehabilitation and/or public space placebased project within their region or community.

Each applicant should apply for only one award category. Each category is outlined in the Revitalization & Placemaking 2.0 Program Guidelines. All projects in each category will be scored against other projects within their region.

To help ensure broad geographic distribution across all Michigan regions and in both rural and urban communities, less responsive proposals may be prioritized in some instances so long as the proposal meets programmatic requirements.

Award amounts may be adjusted to a lesser amount than what is requested based on project underwriting, when necessary to reach regional allocation amounts or as determined appropriate by the MSF prior to award approval.

Applications or individual projects may be disqualified for any of the following reasons:

- Failure to align with RAP Program Guidelines.
- Failure to demonstrate the development team's capacity to successfully implement the project.
- Failure to show that the project(s) can be completed before September 30, 2027
- Insufficient evidence that the proposed project with the requested award is financially viable
- Failure to provide all required attachments
- Projects must be related and reasonably proportional to the negative impact that were
 experienced by those who will benefit from the project. Uses of funds that bear no relation or
 are grossly disproportionate to the negative impacts experienced will be disqualified.
- Projects without a letter or resolution showing support for the RAP2 application from the highest official within the local unit of government in which they are located.

<u>Public Space Place-Based Infrastructure Project</u>

grant between \$250,000 and \$1,000,000

Background Information: 18 points possible

- 1) Describe the proposed project. 4 points for complete description, 0 points otherwise Proposed project includes three blocks of improved walkable streetscape with traffic-slowing curb lines, densified angle parking, green infrastructure medians, and accessible public restrooms for the event space at the City of Escanaba Municipal Dock in Ludington Park.
- 2) Provide a map with your application that clearly identifies where the improvements will be made and the public spaces that are around the proposed investment. 4 points if map has clear boundaries of project area and outlines other public spaces near the proposed project, 0 points otherwise
 - Map shows Municipal Dock, existing restroom and picnic area, and connecting streets.
- 3) What is the amount of the grant that you are seeking from this program and what is the total cost of your proposed project? 2 points for complete answer, 0 points otherwise

- \$330,000 is requested from RAP 2.0; total project costs are expected to be \$660,000.
- 4) Required attachment checklist: Local support recommendation letter, financial proforma, preliminary or final design documents, before photos, aerial photo, construction cost estimates, evidence of funding commitments, project map. 8 points for all documents, 4 points for proforma/local support letter/cost estimates/evidence of available funding commitments, 0 points for anything besides that See attachments.

Project Readiness and Programmatic Considerations: 82 points possible.

- Describe the status of the project including status of construction drawings, cost estimates? 3
 points for final designs and contractor-provided construction cost estimates, 2 points for
 preliminary designs and preliminary cost estimates, zero points otherwise.
 Preliminary design and cost estimated have been created by working group (see attachments).
 Costs for final engineering plans and specifications are included in project budget.
- 2) Describe any property acquisition or easements that are necessary for this project to move forward? 5 points if no acquisition or easements are necessary or if all necessary control has been secured, 2 points if control or easements are pending, zero points otherwise. No acquisitions or easements are necessary; City currently owns and manages park property.
- 3) Provide and describe how the project will benefit nearby businesses within a downtown or key commercial corridor and attach any support letter(s) from adjacent or nearby businesses or property owners? 8 points total: 2 points for each relevant letter of support Project will enhance outdoor recreation and event space, serving as a gateway to the largest lakeshore park and the historic downtown. Letters of support from adjacent hotel and residential developers will be included.
- 4) Please explain the project schedule and how the projects will be completed before September 30, 2027, as funds need to be expended by that date. 4 points for a well-articulated schedule that identifies dates and where financing commitments align.
 The project will be designed in fall 2023 and bid in spring 2024, with streetscape construction to occur in tandem with 2024 collection system improvements and public restroom to occur in the following year, summer 2025.
- 5) Explain the applicant's project team's level of similar project-specific experience. 8 points for two projects completed, 4 points for one project completed and zero points for no relevant examples.
 - The City of Escanaba has managed many multi-phased, multi-year, multi-million dollar projects in recent years through State Revolving Fund programs, MEDC community block grants and self-funded capital improvement projects.
- 6) Identify and provide evidence for other sources of funds for this project, including the type and amount of local financial support received for this project. 10 points for non-RAP funds secured

with 1+ source other than applicant or MSF award, 5 points for non-RAP funds secured but only source of funds is applicant.

Clean Water State Revolving Funds and Drinking Water State Revolving Funds will be leveraged within this project area, although the final funding commitment is not resolved. Downtown Development Authority will provide funds for the streetscape improvements and the City Department of Public Works will provide funding for the restrooms.

- 7) How has the use of public space in the area changed during the pandemic and how will this project have a positive long-term impact on the community? Please address how it will grow the tax base, activate vacant or underutilized space, and contribute to the resiliency of the community? 12 points possible: 4 if activating vacant or underutilized space, 4 if the project will contribute to the success of businesses located within ¼ mile, 4 pts if the project includes innovative low-impact or green construction practices
 - The pandemic has increased the popularity and need for outdoor event spaces and the desire for contained, accessible public restrooms. Improved walkability and access will increase tourist traffic in the downtown area. Green infrastructure will increase infiltration (reducing flood risk), slow traffic, and beautify the streetscape.
- 8) Describe how your project contributes to the community's vision and priorities as laid out in the local master plan, capital improvements plan and/or economic development strategy or other locally adopted plan that addresses COVID response and community resiliency. 12 points possible: 4 pts for each plan that references a need being addressed through this project up to 12 pts, or 12 pts for a locally adopted plan that included multiple opportunities for public input and specifically identifies this project as a priority
 Delta County's master plan (2016) has included north shore development as a top priority. The capital improvements plan has included replacement of deteriorated public restrooms, supported by the Recreation Department and the Water/Wastewater Department (with discontinuation of pump station). New public facility will have added privacy to meet COVID protocols and universal design. The improved walkability and outdoor use space will increase resiliency at relatively low cost.
- 9) How will this project be maintained long-term? Identify maintenance plan, funding, the organization that will be responsible, and elaborate on any other anticipated tasks associated with the maintenance of the final product. 8 points for a maintenance budget with seasonal maintenance tasks and source of funding for maintenance identified, 0 points otherwise. Ludington Street and Municipal Dock are currently maintained by the Department of Public Works and will continue to be included in regular operations and maintenance for groundskeeping.
- 10) How will this public space be programmed for use by businesses, for recreation, and accessibility for all? Identify how the space will be used, by whom, and how Universal Design will be incorporated throughout the entire project. 10 points for a plan with at least one seasonal activity, Universal Design throughout the project, and funding. 5 points for less active use, and 50%-75% of the project incorporating Universal Design.

The Downtown Development Authority and Recreation Department will manage reservations

for the Municipal Dock in the same manner that they maintain other public-use areas, allowing half-day or day-long rentals and coordinating use with public safety for larger events.

<u>Tie Breaker Questions:</u> These responses will not be scored but will be used to evaluate equally scored Public Space Place-Based Project applications against one another and to determine which combination of top scoring applications from all categories most effectively accomplish RAP program goals.

- 1) Are the project benefits broad reaching? In other words, the project qualifies because it is addressing the impacts of COVID-19 on a specific group, but will the overall benefits of the project impact multiple groups within your community? Please provide up to five letters of support that are not also included in number 3) above.
 The project will benefit the entire City community and guests, with improved accessibility and safety for users of any age. The improved facilities will support outdoor recreation, special events, and community health and comfort.
- 2) Please provide a summary response (no more than 500 words total) to the following questions.
 - a. How does the project support investments that will create the environment necessary to attract and retain talent, add new housing options, enable business creation and attraction, and provide resources for Michigan citizens and communities. The project will attract new residents and retain residents with improved quality of life. There will be new opportunities for business events, pop-up businesses, and mobile food and retail services.
 - b. How does the project help local governments avoid budget crises, retain current residents, and enhance downtown vitality?
 New restrooms will have less maintenance than existing, deteriorated building. The project will provide free bathrooms for tourists and residents in the public areas and support foot-traffic. Improved walkability through safer road crossings, improved parking, and protective and beautiful vegetation enhances downtown vitality.

ATTACHMENTS:

- 1. Project Map
- 2. Before Photos
- 3. Aerial Photo
- 4. Preliminary or Final design documents
- 5. Construction Cost Estimate
- 6. Draft Maintenance Plan
- 7. Financial Proforma
- 8. Local support recommendation letters
 - a. Local Government
 - b. Local Business
 - c. Economic Development Authority
- 9. Evidence of Funding Commitments

Agenda Item: <u>NB-13</u>
Date: <u>O(0-15-2023</u>

City Council Agenda Item Request

Date: 6-8-23

Name: John Gudwer

Department: EPSD

Item: Police Academy Training

Meeting date requested: 6-15-23

Explanation for request:

Administration is looking for approval of funds not to exceed \$15,000 for the sponsorship of an Escanaba Public Safety recruit. This request is being done with the stipulation we are receiving \$24,000 in grant funds from MCOLES to sponsor a recruit through the police academy.

Agenda Item: <u>NB-14</u>
Date: <u>Olo-15-2023</u>

City Council Agenda Item Request

Date: 6-8-23

Name: John Gudwer

Department: EPSD

Item: Extrication Equipment

Meeting date requested: 6-15-23

Explanation for request:

Escanaba Public Safety received grants to replace its extrication equipment. Escanaba Public Safety is looking for approval to purchase new extrication equipment, we have received \$38,755.05 to cover the costs.



Dinges Fire Company

243 E Main St. Amboy, IL 61310

Phone: 815.857.2000

www.DingesFire.com

Bill To:

Escanaba Public Safety (Escanaba,MI) C\O: LT. Gudwer 1900 Third Ave - North Escanaba, MI 49829

Ship To:

Escanaba Public Safety (Escanaba,MI)(S) 1900 Third Ave - North Escanaba, MI 49829

Quantity Item		Description	Price	Total	
1	Amkus-IC750LB	IC750 CUTTER	\$11,313.10	\$11,313.10	
1	Amkus-IS320LB	IS320 ION SPREADER	\$12,642.25	\$12,642.25	
1	Amkus-ITR500LB	ITR500 RAM	\$9,926.55	\$9,926.55	
1	Amkus-KS0029-KIT	EXTENDED REACH TIPS - AMK-24, AMK-30CRT & ION Spreaders (1 Pair)	\$1,004.25	\$1,004.25	
1	Amkus-ICHRG- 4FAST	ION FLEXVOLT BATTERY CHARGER - 120V (4 Bay Fast Charger)	\$347.30	\$347.30	
3	Supervac-BD09-X2	2 Pack, DeWalt 9 Ah Batteries	\$523.10	\$1,569.30	

^{*} Sales tax will be applied to customers who have not provided a tax exempt certificate.

Sub Total \$36,802.75

Shipping TBD

Total \$36,802.75

Notes:

Be advised that Dinges Fire Company is the only authorized Amkus dealer in Michigan.

^{*} Quote Created on 05/05/2023. Pricing valid for no more than 30 days, unless noted otherwise.

^{*} Financing options may be available. Please contact your sales rep for more information and a payment estimate.

^{**}This is a quotation only. Please do not make payment based off this quotation. An invoice will be sent to you when product is ready for delivery. Contact your local sales representative with any questions or requests.**