



## CITY COUNCIL MEETING AGENDA

November 2, 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, November 2, 2023, at 7:00 p.m.**

CALL TO ORDER

ROLL CALL

INVOCATION/PLEDGE OF ALLEGIANCE

APPROVAL/CORRECTION(S) TO MINUTES – Regular Meeting – October 19, 2023

APPROVAL/ADJUSTMENTS TO THE AGENDA

CONFLICT OF INTEREST DECLARATION(S)

BRIEF PUBLIC COMMENT(S)

PUBLIC HEARINGS – None

UNFINISHED BUSINESS – None

NEW BUSINESS

**1. Approval – Body Cameras – Public Safety.**

**Explanation:** Administration is seeking City Council approval to purchase thirty (30) Motorola Body Cameras from Motorola Solutions at a cost of \$96,570.00.

**2. Approval – Traffic Control Order (TCO) No. 1013 – Public Safety.**

**Explanation:** Administration is seeking City Council approval of TCO No. 1013. Traffic Control Orders expire 90 days from the filing date unless approved by Council. The Traffic Control Orders calls for the following:

**No. 1013** – YIELD sign be placed at the intersection of South 16<sup>th</sup> Street & 16<sup>th</sup> Avenue South.

**3. Approval – Traffic Control Order (TCO) No. 1014 – Public Safety.**

**Explanation:** Administration is seeking City Council approval of TCO No. 1014. Traffic Control Orders expire 90 days from the filing date unless approved by Council. The Traffic Control Order calls for the following:

**No. 1014** – NO PARKING while school is in session during the hours of 6:30 am – 7:30 am & 2:00 pm – 3:00 pm. sign be installed in front of the 1<sup>st</sup> and 2<sup>nd</sup> angle parking spots West of South 15<sup>th</sup> Street on the south side of Ludington Street.

**4. Approval – Escanaba Christmas Tree Lighting – DDA.**

**Explanation:** Administration is requesting City Council approval for South 11<sup>th</sup> Street be closed from Ludington Street to the alley for the Escanaba Christmas Tree Lighting scheduled for November 21, 2023, at 5:00 p.m.

**5. Approval - Closure of Ludington Street for Christmas Parade - DDA.**

**Explanation:** Administration is requesting City Council approval for the closure of Ludington Street for the annual Christmas Parade scheduled for December 1, 2023, at 6:00 p.m.

**6. Approval – City Land Sale – Lot 8 of the Whitetail Industrial Park – Manager.**

**Explanation:** Soo Hill Sanitation has requested to purchase 1.53 acres of city land known as Lot 8 of the Whitetail Industrial Park. The Planning Commission has recommended the sale based on the intended use. The offer is consistent with recent city industrial land sales. Administration recommends approval with an 18 month construction requirement.

**7. Approval – City Land Sale – North 32<sup>nd</sup> Street – Manager.**

**Explanation:** Weaver Contracting has requested to purchase 1.00 acre of city land on North 32<sup>nd</sup> Street. The Planning Commission has recommended the sale based on the intended use. The offer is consistent with recent city industrial land sales. Administration recommends approval with an 18 month construction requirement.

**8. Approval – Resolution No. 23-24 – Patrons of Escanaba Schools Performing Arts – Nonprofit – Manager.**

**Explanation:** Patrons of Escanaba Schools Performing Arts is seeking City Council approval of Resolution No. 23-24 , recognizing them as a nonprofit organization operating in the community for the purpose of obtaining a Charitable Gaming License from the State of Michigan.

**9. First Reading of Ordinance No. 1284, An Ordinance to Amend Chapter 26 – Taxation of the Code of Ordinances of the City of Escanaba, and Setting the Date of Thursday, November 16, 2023, for the Second Reading, Public Hearing, and Adoption - Manager.**

**Explanation:** Administration is requesting the City Council to consider this the first reading of Ordinance No. 1284, An Ordinance to Amend Chapter 26 – Taxation of the Code of Ordinances of the City of Escanaba – Meadowbrook Apartments. Administration is requesting that the City Council set November 16, 2023, for the second reading, public hearing adoption of Ordinance No. 1284.

**10. First Reading of Ordinance No. 1285, An Ordinance to Amend Chapter 26 – Taxation of the Code of Ordinances of the City of Escanaba, and Setting the Date of Thursday, November 16, 2023, for the Second Reading, Public Hearing, and Adoption - Manager.**

**Explanation:** Administration is requesting the City Council to consider this the first reading of Ordinance No. 1285, An Ordinance to Amend Chapter 26 – Taxation of the Code of Ordinances of the City of Escanaba – Willow Grove Townhomes. Administration is requesting that the City Council set November 16, 2023, for the second reading, public hearing adoption of Ordinance No. 1285.

**11. Approval – Mutual of Omaha Life and Disability Benefits – HR Director/Treasurer.**

**Explanation:** Administration is requesting City Council approval to contract with Mutual of Omaha for life and disability benefits. The proposed contract will save the city \$764.28 annually.

APPOINTMENTS

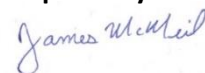
BOARD, COMMISSION, AND COMMITTEE REPORTS

GENERAL PUBLIC COMMENT

ANNOUNCEMENTS

ADJOURNMENT

Respectfully Submitted,



**James R. McNeil**  
**City Manager**

**OFFICIAL PROCEEDINGS  
CITY COUNCIL  
CITY OF ESCANABA, MICHIGAN  
Regular Council Meeting  
Thursday, October 19, 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, 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.

City Clerk DeMay led Council in the Pledge of Allegiance.

DuBord moved, Moore seconded, **CARRIED UNANIMOUSLY**, to approve Joint Work Session minutes from October 5, 2023, as submitted.

DuBord moved, Beauchamp seconded, **CARRIED UNANIMOUSLY**, to approve Regular Meeting minutes from October 5, 2023, as submitted.

**ADJUSTMENTS TO THE AGENDA**

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

**CONFLICT OF INTEREST DECLARATION** – None

**BRIEF PUBLIC COMMENT**

- Terra Langham – Regional Manager of MERS discussed NB-6.

**PUBLIC HEARINGS** – None

**UNFINISHED BUSINESS** – None

**NEW BUSINESS**

**NB-1 Approval – PFAS Retainer Agreement – Manager.**

Administration requested City Council approval of a retention agreement with Edelson PC and Goodman Acker PC. The firms would represent the city in the ongoing PFAS litigation. Administration sent three proposals to Foster Swift for review, and this agreement was recommended.

**NB-1** DuBord moved, Moore seconded, to approve of a retention agreement with Edelson PC and Goodman Acker PC to represent the city in the ongoing PFAS litigation.

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

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

**MOTION CARRIED.**

**NB-2 Approval – Two (2) 2023 GMC Savana Cargo Vans RWD 2500 – Water.**

Administration requested City Council approval to purchase two (2) 2023 GMC Savana Cargo Vans RWD 2500 complete with ladder racks and shelving from Todd Wenzel Buick-GMC of Westland, Michigan at a cost of \$82,764.00 (\$41,382.00 per cargo van) with contingencies of \$5,236 (\$2,618.00 per cargo van) to include signage, amber lighting, and city 2-way radios in an amount not to exceed \$88,000.00. Money was not budgeted but is available for this purchase in the water fund.

**NB-2** Beauchamp moved, Moore seconded, to approve to purchase two (2) 2023 GMC Savana Cargo Vans RWD 2500 complete with ladder racks and shelving from Todd Wenzel Buick-GMC of Westland, Michigan at a cost of \$82,764.00 (\$41,382.00 per cargo van) with contingencies of \$5,236 (\$2,618.00 per cargo van) to include signage, amber lighting, and city 2-way radios in an amount not to exceed \$88,000.00.

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

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

**MOTION CARRIED.**

**NB-3 Approval – Engineering Services for DWSRF – ARPA-2 Project – Water.**

Administration requested City Council approval to retain C2AE from Escanaba, MI, for engineering services with regard to the City of Escanaba DWSRF ARPA-2 Project in an amount not to exceed \$2,320,900.00.

**NB-3** Moore moved, Beauchamp seconded, to approve to retain C2AE from Escanaba, MI, for engineering services with regard to the City of Escanaba DWSRF ARPA-2 Project in an amount not to exceed \$2,320,900.00.

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

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

**MOTION CARRIED.**

**NB-4 Approval – Engineering Services for WTP Filter Bed Rehabilitation – Water.**

Administration requested City Council approval to retain C2AE from Escanaba, MI, for engineering services with regard to the City of Escanaba Water Treatment Plant Filter Bed Rehabilitation in an amount not to exceed \$8,000.00. Money was not budgeted but is available in the water fund under professional services for this type of work.

**NB-4** Flath moved, DuBord seconded, to approve to retain C2AE from Escanaba, MI, for engineering services with regard to the City of Escanaba Water Treatment Plant Filter Bed Rehabilitation in an amount not to exceed \$8,000.00.

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

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

**MOTION CARRIED.**

**NB-5 Approval – Ludington Lift Station Inspection - Asbestos – Wastewater.**

Administration requested City Council approval to obtain the services of Pearson Asbestos Abatement of Escanaba, Michigan to carry out non-destructive inspection of the Ludington Lift Station building for asbestos containing materials and paint for lead and cadmium in an amount not to exceed \$2,000.00. Money was budgeted and available for this type of activity.

**NB-5** Moore moved, Flath seconded, to approve to obtain the services of Pearson Asbestos Abatement of Escanaba, Michigan to carry out non-destructive inspection of the Ludington Lift Station building for asbestos containing materials and paint for lead and cadmium in an amount not to exceed \$2,000.00.

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

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

**MOTION CARRIED.**

**NB-6 Approval – Resolution 23-22 – Termination of Participation in MERS Defined Benefit Plan - Manager.**

Administration requested City Council approval of a resolution terminating participation in the MERS Defined Benefit Plan. This resolution was in accordance with the MERS Plan Termination Policy. Assets, liabilities, and fiduciary duties will

transfer to the successor plan.

**NB-6** “By Council Member DuBord, seconded by Council Member Moore;

**Resolution 23-22**

**Resolution by the City of Escanaba**

**Regarding Termination of Participation in MERS’ Defined Benefit Plan**

Whereas, on October 19, 2023, the City Council of the City of Escanaba elected, by two-thirds vote of its membership, to terminate participation for all divisions of the MERS Defined Benefit Plan and transfer assets, liabilities and fiduciary duties to the City of Escanaba Defined Benefit Retirement Plan (“Successor Plan”), a governmental pension plan qualified under Section 401(a) of the Internal Revenue Code (“IRC”);

Whereas, MERS Plan Document Section 11 and MERS’ Termination Policy and Procedure require that the City Council certify and affirm certain information as a condition of termination of participation in the MERS Defined Benefit Plan; and

Whereas, the City Council has reviewed MERS Plan Document Section 11 and MERS’ Termination Policy and Procedure and affirms it satisfies all requirements and conditions for termination of participation from the MERS Defined Benefit Plan;

Now, therefore, the City Council hereby resolves:

1. Termination of participation in the MERS Defined Benefit will not result in a diminishment of any accrued financial benefit by members, deferred vested former members, retirees or beneficiaries, as defined under the MERS Plan Document, under Article 9, Section 24 of the Michigan Constitution;
2. The City of Escanaba acknowledges the requirement to fund the Successor Plan for the benefit of its participants, as required by all applicable laws and regulations and agrees to so fund the plan;
3. The City of Escanaba and its designees will be the fiduciary for the Successor Plan to administer the Successor Plan, receive and invest the assets and liabilities to be transferred from the MERS Defined Benefit Plan to the Successor Plan, as set forth in the termination valuation conducted by MERS.
4. The Successor Plan is a qualified plan under IRC section 401(a); it has, to the best of City Council’s knowledge, maintained that qualified status through the date of this Agreement, and intends to maintain such status until final plan termination;
5. As the plan sponsor of the Successor Plan, City of Escanaba has adopted or has directed the adoption of reasonable actuarial assumptions for the Successor Plan, developed using the Actuarial Standards of Practice of the Actuarial Standards Board.
6. On the effective date of termination of participation in the MERS Defined Benefit Plan, to be determined by MERS, all responsibilities and liabilities of investment fiduciaries as set forth under the Public Employees

- Retirement Investment Security Act, Act 314 of 1965, as amended, and fiduciary, plan administrator and trustee (under all other applicable state or federal common or statutory laws or regulations) will transfer from MERS to the Successor Plan and its Fiduciary Officials as defined below; and
7. In accordance with MERS Plan Document Section 11 and the MERS' Termination Policy and Procedure, the City Council directs the Fiduciary Officials for the Successor Plan to execute this resolution as an acknowledgment of the fiduciary duties being transferred.

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

Ayes: DuBord, Moore, Beauchamp, Mayor Ammel

Nays: Flath

**RESOLUTION DECLARED ADOPTED.”**

**NB-7 Approval – Resolution 23-23 – Adoption of City of Escanaba Defined Benefit Retirement Plan - Manager.**

Administration requested City Council approval of a resolution adopting all the components of the City of Escanaba Defined Benefit Retirement Plan. This approval includes the Plan document, establishment of the Retirement Board, Board Rules of Procedure, and Statement of Investment Policy.

**NB-7** “By Council Member DuBord, seconded by Council Member Beauchamp;

**Resolution 23-23**

**CITY OF ESCANABA**  
**CITY COUNCIL**

**RESOLUTION ADOPTING THE CITY OF ESCANABA’S DEFINED BENEFIT RETIREMENT PLAN AND ESTABLISHMENT OF RETIREMENT BOARD**

WHEREAS, the City currently participates in the Municipal Employees’ Retirement System of Michigan (“MERS”) Defined Benefit Plan (the “MERS Plan”). The MERS Plan is administered by MERS, a professional retirement services company that was created to administer retirement plans for Michigan’s local units of government;

WHEREAS, the lack of funding progress of the MERS Plan has contributed to financial stress on the City that has intensified in recent years. City management has lost confidence in MERS and believes that it could achieve better financial outcomes by terminating participation in the MERS Defined Benefit Plan and establishing a successor plan that would be overseen by a retirement board established by the City;

WHEREAS, pursuant to the MERS Retirement Board Termination Policy and Procedure, this City Council voted by resolution to terminate participation in the MERS Defined Benefit Plan and to transfer all of its MERS Plan assets and liabilities to a

successor defined benefit plan.

NOW, THEREFORE, BE IT RESOLVED BY the City Council of City of Escanaba that:

1. The City Council adopts the City of Escanaba Defined Benefit Retirement Plan (the “Plan”), a copy of which is attached hereto.
2. The City Council approves the transfer of assets and liabilities from the MERS Defined Benefit Plan to the Plan.
3. The City Council adopts the City of Escanaba Defined Benefit Retirement Plan Statement of Investment Policy, a copy of which is attached hereto.
4. The City Council establishes the City of Escanaba Defined Benefit Retirement Plan Board (the “Retirement Board”). The Retirement Board will be a five-member board consisting of the City Manager, the City Controller, the City Treasurer, one member of the City Council, and one member of the public with preference to any Plan member. The Retirement Board is responsible for oversight and decision making relating to the general operation of the Plan in accordance with the Statement of Investment Policy.
5. The City Council adopts the City of Escanaba Defined Benefit Retirement Plan Board Rules of Procedure, a copy of which is attached hereto.
6. The City Manager is authorized to execute the Plan document and any other documents necessary to implement the foregoing Resolutions.

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

Ayes: DuBord, Beauchamp, Moore, Mayor Ammel

Nays: Flath

**RESOLUTION DECLARED ADOPTED.”**

*DuBord moved, seconded Beauchamp, along with council consensus to direct legal counsel to correct any additional or grammatical errors within the Defined Benefit Retirement Plan document (not the actual “resolution”)*

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

**BOARD, COMMISSION, AND COMMITTEE REPORTS**

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



**GENERAL PUBLIC COMMENT**

- Scott Aughney – discussed elections.

**ANNOUNCEMENTS**

- Trick or Treat Tuesday October 31<sup>st</sup> 5:00-7:00pm.
- DDA will be holding Trunk or Treat on October 22<sup>nd</sup>.
- Happy Halloween!

Hearing no further public comment, Flath moved, DuBord seconded, the Council adjourned at 7:42 p.m.

Respectfully submitted,

Phil DeMay  
City Clerk

Approved: \_\_\_\_\_  
Mark Ammel, Mayor

Agenda Item: NB-1  
Date: 11-02-2023

## City Council Agenda Item Request

Date: 10/26/23

Name: John Gudwer

Department: Escanaba Public Safety

Item: Body Cameras

Meeting date requested: 11/02/23

Explanation for request:

Approval to purchase 30 Motorola Body Cameras



## Budgetary

QUOTE-2267578  
Escanaba (30) V300 VaaS

Billing Address:  
ESCANABA, CITY OF  
1900 3RD AVE NORTH  
ESCANABA, MI 49829  
US

Quote Date:08/07/2023  
Expiration Date:11/05/2023  
Quote Created By:  
William Brooks  
Caelan.Brooks1@  
motorolasolutions.com

End Customer:  
ESCANABA, CITY OF  
John Gudwer  
jgudwer@escanaba.org  
906-786-5911

Contract: 35115 - STATE OF MICHIGAN,  
MA# 190000001544

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price	Refresh Duration
Video as a Service								
1	AAS-BWC-5YR-001	BODY WORN CAMERA AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A-SERVICE	30	5 YEAR	\$4,140.00	\$2,940.00	\$88,200.00	
2	PRS-0619A	VAAS REMOTE SYSSETUPL2,TRAIN,C ONFIG,PM	1		Included	Included	Included	
3	AAS-BWC-XFS-DOC	V300/V700 TRANSFER STATION - 5 YEARS VIDEO-AS-A-SERVICE (\$30 PER MON)	3	5 YEAR	\$1,800.00	\$1,800.00	\$5,400.00	
4	WGB-0101A	V300 BODY WORN CAMERA, MAG CHEST MOUNT	30		Included	Included	Included	3 YEAR
5	WGB-0138AAS	VIDEO EQUIPMENT, V300/V700 TRANSFER STATION (\$30 PER MON)	4		Included	Included	Included	



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.  
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

**MOTOROLA SOLUTIONS****Budgetary**QUOTE-2267578  
Escanaba (30) V300 VaaS

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price	Refresh Duration
6	WGC02001-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER BODY WORN CAMERA VAAS*	30	5 YEAR	Included	Included	Included	
7	WGW00300-003	V300 NO FAULT WRRANTY	30	5 YEAR	Included	Included	Included	
8	WGP02614	V300, BATT, 3.8V, 4180MAH	30		\$123.75	\$99.00	\$2,970.00	
	CommandCentral Evidence							
9	ISV00S01459A	DIGITAL EVIDENCE DELIVERY SERVICES	1		\$0.00	\$0.00	\$0.00	
10	SSV00S01450B	LEARNER LXP SUBSCRIPTION*	4	5 YEAR	\$0.00	\$0.00	\$0.00	
11	SSV00S02601A	COMMANDCENTRAL EVIDENCE PLUS*	1	5 YEAR	\$9,360.00	\$0.00	\$0.00	
12	SSV00S02604A	FIELD RESPONSE APPLICATION*	1	5 YEAR	Included	Included	Included	
13	SSV00S02605A	RECORDS MANAGEMENT*	1	5 YEAR	Included	Included	Included	
14	SSV00S02606A	OPTIMIZED DIGITAL EVIDENCE*	1	5 YEAR	\$0.00	\$0.00	\$0.00	
15	SSV00S02783A	COMMANDCENTRAL STORAGE GB*	1000 0	5 YEAR	\$3.75	\$0.00	\$0.00	
16	SSV00S02782A	COMMUNITY INTERACTION TOOL*	1	5 YEAR	\$0.00	\$0.00	\$0.00	

**Grand Total****\$96,570.00(USD)****Pricing Metric :**

Price is indicative of the following -

# of Named Users for CommandCentral Evidence - 4



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



## Pricing Summary

	List Price	Sale Price
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	\$39,004.50	\$21,690.00
Year 2 Subscription Fee	\$35,292.00	\$18,720.00
Year 3 Subscription Fee	\$35,292.00	\$18,720.00
Year 4 Subscription Fee	\$35,292.00	\$18,720.00
Year 5 Subscription Fee	\$35,292.00	\$18,720.00
Grand Total System Price	\$180,172.50	\$96,570.00







## ESCANABA, CITY OF

Escanaba (30) V300 VaaS

08/07/2023

Agenda Item: NB-2  
Date: 11-02-2023

## City Council Agenda Item Request

Date: 10/26/2023

Name: John Gudwer

Department: Escanaba Public Safety

Item: Traffic Control Order No. 1013

Meeting date requested: 11/02/2023

Explanation for request:

Traffic Safety is requesting a YIELD sign be placed at the intersection of South 16th Street & 16th Avenue South.

# City of Escanaba, Michigan

## Traffic Control Order

Distribution: 1013

- ☐ City Manager
- ☐ City Engineer
- ☐ City Clerk
- ☐ Public Works
- ☐ Public Safety

**Traffic Control Order Number: 1013**

**Date of Filing: October 25, 2023**

In accordance with Chapter 27 of the Escanaba Code of Ordinances as amended, we have made an investigation of the traffic Conditions on:

at or near the intersection of: **South 16<sup>th</sup> Street & 16<sup>th</sup> Avenue South**

And as a result of said investigation, do hereby direct that:

**That a YIELD sign be placed at this intersection**

Further that the following controls be placed at the following locations:

Sign Direction (Facing): **South**

Sign(s) Location: **South Side of 16<sup>th</sup> Street**

The following Traffic Control Oder(s) are hereby rescinded: \_\_\_\_\_

**This order shall expire 90 days from date of filing except that upon its approval by the Escanaba City Council, it shall not so expire.**

\_\_\_\_\_  
Date of Filing with City Clerk

Signed: \_\_\_\_\_  
Traffic Engineer

\_\_\_\_\_  
Received for filing (date)

By: \_\_\_\_\_  
City Clerk

Approved by the City of Escanaba Council on \_\_\_\_\_  
Date

**The Traffic Control Order is effective upon posting of the required street signs.**



Agenda Item: NB-3  
Date: 11-02-2023

## City Council Agenda Item Request

Date: 10/26/2023

Name: John Gudwer

Department: Escanaba Public Safety

Item: Traffic Control Order No. 1014

Meeting date requested: 11/02/2023

Explanation for request:

Traffic Safety is requesting a NO PARKING while school is in session during the hours of 6:30 am – 7:30 am & 2:00 pm – 3:00 pm. sign be installed in front of the 1st and 2nd angle parking spots West of South 15th Street on the south side of Ludington Street.

# City of Escanaba, Michigan

## Traffic Control Order

Distribution: 1014

- ☐ City Manager
- ☐ City Engineer
- ☐ City Clerk
- ☐ Public Works
- ☐ Public Safety

**Traffic Control Order Number: 1014**

**Date of Filing: October 25, 2023**

In accordance with Chapter 27 of the Escanaba Code of Ordinances as amended, we have made an investigation of the traffic Conditions on: **Ludington Street**

at or near the intersection of: **South 15<sup>th</sup> Street**

And as a result of said investigation, do hereby direct that:

**That a NO PARKING while school is in session during the hours of 6:30 am – 7:30 am & 2:00 pm – 3:00 pm sign**

Further that the following controls be placed at the following locations:

**Installed in front of the 1<sup>st</sup> and 2<sup>nd</sup> angle parking spots West of South 15<sup>th</sup> Street on the south side of Ludington Street**

Sign Direction (Facing): **North**

Sign(s) Location: **In front of the two angle parking spots described above**

The following Traffic Control Oder(s) are hereby rescinded: \_\_\_\_\_

**This order shall expire 90 days from date of filing except that upon its approval by the Escanaba City Council, it shall not so expire.**

\_\_\_\_\_  
Date of Filing with City Clerk

Signed: \_\_\_\_\_  
Traffic Engineer

\_\_\_\_\_  
Received for filing (date)

By: \_\_\_\_\_  
City Clerk

Approved by the City of Escanaba Council on \_\_\_\_\_  
Date

**The Traffic Control Order is effective upon posting of the required street signs.**

NB-4

**CITY OF ESCANABA - SPECIAL EVENT APPLICATION**  
**Festivals, Parades, Races, Walkathons, Temporary Road Closures**

**DATE(S) OF EVENT:** November 21, 2023  
Day of Week, Month, Day, Year (Example: Saturday, October 29, 2016)

**NAME OF EVENT:** Escanaba Christmas Tree Lighting

**CONTACT INFORMATION:** (Please print clearly – Incomplete applications may be delayed)

Organization: Escanaba Downtown Development Authority

Contact Person: Craig Woerpel Daytime Phone: [REDACTED]

Address: 1025 Ludington Street Evening Phone: [REDACTED]

City, State Zip: Escanaba, MI 49829 E-mail: craig@escanabadowntown.com

Website: escanabadowntown.com Event Phone: [REDACTED]

Charitable Org #: 38-2903754 Fax: \_\_\_\_\_  
(If applicable)

Alternate Contact: Judy Schroeder  
(It is recommended that an alternative Name and Phone Number be provided)

Do you grant the City of Escanaba, City Manager's Office permission to give your telephone number to the general public? ☒ Yes ☐ No

**LOCATION:**

☐ City Park Name of Park: \_\_\_\_\_

☐ Building/Facility Name/Area: \_\_\_\_\_

☒ Road(s) Road Closure Required? ☒ Partial ☐ Full

**DATE/TIME:**

<b>EVENT TIME</b> <small>This is the time your event would be ready to accept participants or general public.</small>	<b>Event Begins</b> DATE: <u>Nov. 21, 2023</u> TIME: <u>5 pm</u>	<b>Event Ends</b> DATE: <u>Nov. 21, 2023</u> TIME: <u>8 pm</u>
<b>SET-UP TIME</b> <small>When you want the area reserved for your organization to ensure you have adequate time for set-up and tear-down.</small>	<b>Set-up Start</b> DATE: <u>Nov. 21, 2023</u> TIME: <u>5 pm</u>	<b>Tear-down End</b> DATE: <u>Nov. 21, 2023</u> TIME: <u>8 pm</u>

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 DETAILS – TYPE OF EVENT:

☐ Parade

☐ Cycling

☒ Festival/Event

☐ Run

☐ Walkathon

☐ Other (specify): \_\_\_\_\_

## ESTIMATED ATTENDANCE: (Please estimate all that apply)

Participants: # 100

Wheelchair Accessible: ☒ Yes ☐ No

Bands: # 1

For events on City Property are you seeking approval to charge:

Vehicles/Floats: # \_\_\_\_\_

Admission: ☐ Yes ☒ No

Volunteers: # 5

Parking: ☐ Yes ☒ No

General Public: # 100

This event is: ☒ Open to the Public  
☐ For Invited Guests Only

## EVENT ELEMENTS: (Complete to ensure proper permits are processed)

Power Requirements: ☒ Yes

☐ No

Fireworks: ☐ Yes

☒ No

Sound Amplification: ☒ Yes

☐ No

Alcohol: ☐ Yes

☒ No

Access to power if possible: ☒ Yes

☐ No

Live Music: ☒ Yes

☐ No

Tents/Temp. Structures: ☐ Yes

☒ No

Size of Tent(s): \_\_\_\_\_

Amusement Rides: ☐ Yes

☒ No

Provider: \_\_\_\_\_

Inflatables: ☐ Yes

☒ No

Provider: \_\_\_\_\_

## FOOD AND BEVERAGE:

Will there be Food and Non-Alcoholic Beverages sold?

☐ Yes

☒ No (Continue to next page)

Food Stand locations:

☐ Indoor

☐ Outdoor

☐ Indoor and Outdoor

What types of food will the Food Stands be selling? (Check all that apply)

☐ Chicken / Seafood

☐ Soups / Chili

☐ Other Foods (Please list)

☐ Rice / Pasta Dishes

☐ Salad

☐ Soda / Chips / Candy

☐ Other Meats

☐ Hotdogs / Hamburgers

☐ Baked Goods

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RESERVATION FEES:** (Check applicable box(es))

Ludington Park – Pavilion (1/2 Day)	<input type="checkbox"/> \$75 (Resident)	<input type="checkbox"/> \$100 (Non-Resident)
Ludington Park – Pavilion (Full Day)	<input type="checkbox"/> \$100 (Resident)	<input type="checkbox"/> \$125 (Non-Resident)
Ludington Park – Bandshell (1/2 Day)	<input type="checkbox"/> \$75 (Resident)	<input type="checkbox"/> \$100 (Non-Resident)
Ludington Park – Bandshell (Full Day)	<input type="checkbox"/> \$100 (Resident)	<input type="checkbox"/> \$125 (Non-Resident)
Ludington Park – Gazebo (2 Hour Block)	<input type="checkbox"/> \$50 (Resident)	<input type="checkbox"/> \$75 (Non-Resident)
Other Picnic or Gathering Area (Full Day)	<input type="checkbox"/> \$35	
John D. Besse Park – Pavilion (1/2 Day)	<input type="checkbox"/> \$75 (Resident)	<input type="checkbox"/> \$100 (Non-Resident)
John D. Besse Park – Pavilion (Full Day)	<input type="checkbox"/> \$100 (Resident)	<input type="checkbox"/> \$125 (Non-Resident)
Lemerand Field – Pavilion (1/2 Day)	<input type="checkbox"/> \$75 (Resident)	<input type="checkbox"/> \$100 (Non-Resident)
Lemerand Field – Pavilion (Full Day)	<input type="checkbox"/> \$100 (Resident)	<input type="checkbox"/> \$125 (Non-Resident)
Lemerand Field – Entire Complex (Full Day)	<input type="checkbox"/> \$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. Once City Council has approved your road closure, changes cannot be made to your route without notification to the City Manager as a secondary Council Approval will have to be sought.

A detailed map of road closures **MUST** be included. Applicants must notify abutting properties of the closure at least 14 Days in advance of the event. This notification letter must be approved by the City Manager's Office. If there are any SPECIAL REQUESTS that you would like the City to consider, please outline them on a separate piece of paper and attach.

**DEFINE THE CLOSURE LIMITS – ATTACH A DETAILED MAP**

I have read and understood the Special Events Application.

I will notify the City Manager's Office of any changes to my event application at least fourteen (14) days in advance of the event.

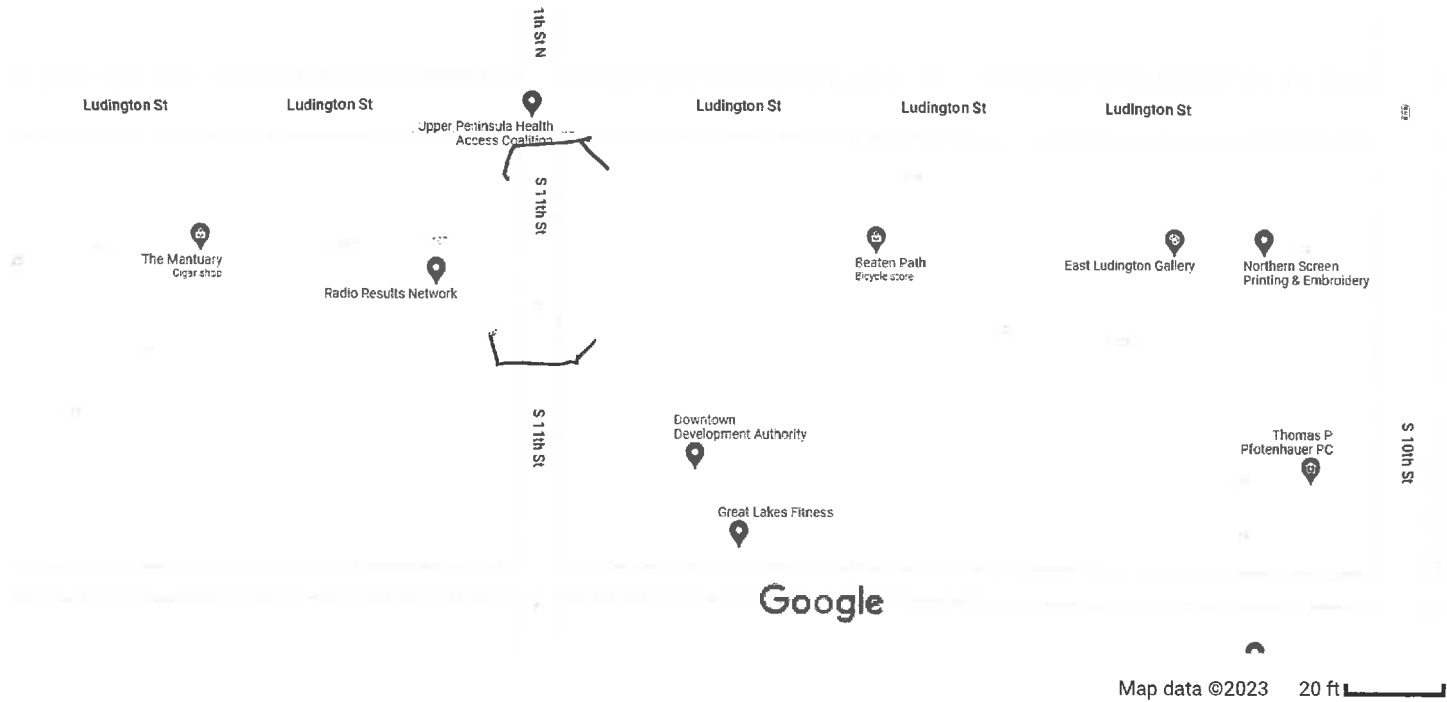
I have received a copy, read and understand the contents of the City of Escanaba Policy and Procedures No. 060101-10 – Alcohol in Public Places (if applicable).

  
Event Organizer Signature

Craig Woerpel  
Print Name

11/26/23  
Date

# Google Maps



Asking South 11th Street be closed  
from Ludington Street to the  
alley

NB-5

# CITY OF ESCANABA - SPECIAL EVENT APPLICATION

## Festivals, Parades, Races, Walkathons, Temporary Road Closures

**DATE(S) OF EVENT:** December 1, 2023  
Day of Week, Month, Day, Year (Example: Saturday, October 29, 2016)

**NAME OF EVENT:** Escanaba Christmas Parade

**CONTACT INFORMATION:** (Please print clearly – Incomplete applications may be delayed)

Organization: Escanaba Downtown Development Authority

Contact Person: Craig Woerpel Daytime Phone: [REDACTED]

Address: 1025 Ludington Street Evening Phone: [REDACTED]

City, State Zip: Escanaba, MI 49829 E-mail: craig@escanabadowntown.com

Website: escanabadowntown.com Event Phone: [REDACTED]

Charitable Org #: 38-2903754 Fax: \_\_\_\_\_  
(If applicable)

Alternate Contact: Judy Schroeder  
(It is recommended that an alternative Name and Phone Number be provided)

Do you grant the City of Escanaba, City Manager's Office permission to give your telephone number to the general public? ☒ Yes ☐ No

**LOCATION:**

☐ City Park Name of Park: \_\_\_\_\_  
☐ Building/Facility Name/Area: \_\_\_\_\_  
☒ Road(s) Road Closure Required? ☐ Partial ☒ Full

**DATE/TIME:**

<b>EVENT TIME</b> <small>This is the time your event would be ready to accept participants or general public.</small>	<b>Event Begins</b> <b>DATE:</b> <u>Dec 1, 2023</u> <b>TIME:</b> <u>6 pm</u>	<b>Event Ends</b> <b>DATE:</b> <u>Dec. 1, 2023</u> <b>TIME:</b> <u>7:30 pm</u>
<b>SET-UP TIME</b> <small>When you want the area reserved for your organization to ensure you have adequate time for set-up and tear-down.</small>	<b>Set-up Start</b> <b>DATE:</b> <u>Dec. 1, 2023</u> <b>TIME:</b> <u>5 pm</u>	<b>Tear-down End</b> <b>DATE:</b> <u>Dec. 1, 2023</u> <b>TIME:</b> <u>8 pm</u>

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 DETAILS – TYPE OF EVENT:

☒ Parade

☐ Cycling

☐ Festival/Event

☐ Run

☐ Walkathon

☐ Other (specify): \_\_\_\_\_

## ESTIMATED ATTENDANCE: (Please estimate all that apply)

Participants: # 500

Wheelchair Accessible: ☒ Yes ☐ No

Bands: # 1

For events on City Property are you seeking approval to charge:

Vehicles/Floats: # 50

Admission: ☐ Yes ☒ No

Volunteers: # 10

Parking: ☐ Yes ☒ No

General Public: # N/A

This event is: ☒ Open to the Public  
☐ For Invited Guests Only

## EVENT ELEMENTS: (Complete to ensure proper permits are processed)

Power Requirements: ☐ Yes

☒ No

Fireworks: ☐ Yes

☒ No

Sound Amplification: ☐ Yes

☒ No

Alcohol: ☐ Yes

☒ No

Access to power if possible: ☐ Yes

☒ No

Live Music: ☒ Yes

☐ No

Tents/Temp. Structures: ☐ Yes

☒ No

Size of Tent(s): \_\_\_\_\_

Amusement Rides: ☐ Yes

☒ No

Provider: \_\_\_\_\_

Inflatables: ☐ Yes

☒ No

Provider: \_\_\_\_\_

## FOOD AND BEVERAGE:

Will there be Food and Non-Alcoholic Beverages sold?

☐ Yes

☒ No (Continue to next page)

Food Stand locations:

☐ Indoor

☐ Outdoor

☐ Indoor and Outdoor

What types of food will the Food Stands be selling? (Check all that apply)

☐ Chicken / Seafood

☐ Soups / Chili

☐ Other Foods (Please list)

☐ Rice / Pasta Dishes

☐ Salad

☐ Soda / Chips / Candy

☐ Other Meats

☐ Hotdogs / Hamburgers

☐ Baked Goods

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**RESERVATION FEES:** (Check applicable box(es))

Ludington Park – Pavilion (1/2 Day)	<input type="checkbox"/> \$75 (Resident)	<input type="checkbox"/> \$100 (Non-Resident)
Ludington Park – Pavilion (Full Day)	<input type="checkbox"/> \$100 (Resident)	<input type="checkbox"/> \$125 (Non-Resident)
Ludington Park – Bandshell (1/2 Day)	<input type="checkbox"/> \$75 (Resident)	<input type="checkbox"/> \$100 (Non-Resident)
Ludington Park – Bandshell (Full Day)	<input type="checkbox"/> \$100 (Resident)	<input type="checkbox"/> \$125 (Non-Resident)
Ludington Park – Gazebo (2 Hour Block)	<input type="checkbox"/> \$50 (Resident)	<input type="checkbox"/> \$75 (Non-Resident)
Other Picnic or Gathering Area (Full Day)	<input type="checkbox"/> \$35	
John D. Besse Park – Pavilion (1/2 Day)	<input type="checkbox"/> \$75 (Resident)	<input type="checkbox"/> \$100 (Non-Resident)
John D. Besse Park – Pavilion (Full Day)	<input type="checkbox"/> \$100 (Resident)	<input type="checkbox"/> \$125 (Non-Resident)
Lemerand Field – Pavilion (1/2 Day)	<input type="checkbox"/> \$75 (Resident)	<input type="checkbox"/> \$100 (Non-Resident)
Lemerand Field – Pavilion (Full Day)	<input type="checkbox"/> \$100 (Resident)	<input type="checkbox"/> \$125 (Non-Resident)
Lemerand Field – Entire Complex (Full Day)	<input type="checkbox"/> \$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. Once City Council has approved your road closure, changes cannot be made to your route without notification to the City Manager as a secondary Council Approval will have to be sought.

A detailed map of road closures **MUST** be included. Applicants must notify abutting properties of the closure at least 14 Days in advance of the event. This notification letter must be approved by the City Manager's Office. If there are any SPECIAL REQUESTS that you would like the City to consider, please outline them on a separate piece of paper and attach.

**DEFINE THE CLOSURE LIMITS – ATTACH A DETAILED MAP**

I have read and understood the Special Events Application.

I will notify the City Manager's Office of any changed to my event application at least fourteen (14) days in advance of the event.

I have received a copy, read and understand the contents of the City of Escanaba Policy and Procedures No. 060101-10 – Alcohol in Public Places (if applicable).

  
\_\_\_\_\_  
Event Organizer Signature

Craig Woerpel  
\_\_\_\_\_  
Print Name

10/26/2023  
\_\_\_\_\_  
Date

# Google Maps



The parade will be started at city hall  
and end at the Bonifas Civic Center

Agenda Item: NB-6  
Date: 11-02-2023

## City Council Agenda Item Request

Date: 10/26/2023

Name: James McNeil

Department: Manager

Item: City Land Sale - Lot 8 of the Whitetail Industrial Park

Meeting date requested: 11/2/2023

Explanation for request:

Soo Hill Sanitation has requested to purchase 1.53 acres of city land known as Lot 8 of the Whitetail Industrial Park. The Planning Commission has recommended the sale based on the intended use. The offer is consistent with recent city industrial land sales. Administration recommends approval with an 18 month construction requirement.



James McNeil  
City of Escanaba  
410 Ludington Street  
Escanaba, MI 49829  
jmcneil@escanaba.org

October 26, 2023

Escanaba City Council

RE: Land Sale Request – Lot 8 Whitetail Industrial Park

City administration received a land sale request for Lot 8 of the Whitetail Industrial Park from Soo Hill Sanitation. The proposed use was reviewed by the Planning Commission and recommended to City Council for approval. The planning commission minutes describe the intended use in detail and are included in this agenda packet.

City administration views the offer as reasonable. The offer is consistent with recent and comparable city industrial land sales and appraisals.

#### Recent City Industrial Sales

Buyer	Area	Date	Price	Acres	\$/Acre
NuWay	Whitetail Industrial Park	4/6/2023	48,860	3.49	14,000
UP Towing & Transport	Whitetail Industrial Park	9/26/2022	22,375	1.53	14,624
ServPro	North 32nd Street	9/1/2022	16,500	1.00	16,500

#### Offer Received

Soo Hill Sanitation	Whitetail Industrial Park		23,000	1.58	14,557
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James McNeil  
City Manager/City Assessor  
City of Escanaba  
(906) 789-7322



#### Mission Statement:

Enhancing the enjoyment and livability of our community by providing quality municipal services.

*The City of Escanaba is an equal opportunity employer and provider.*



I, Gary DuBord, President, Soo Hill Sanitation Inc., would like to purchase lot #8 within the Whitetail Industrial Park, Escanaba. Purchase price \$23,000

We will use the site for equipment storage, a sales/office and shop area for Soo Hill Sanitation Inc.. We are Incorporated, S-Corp EIN 851628914, and have been in business almost 4 years.

We will have a building constructed within the timeframe allotted within the purchase agreement and we also hope to have 3-5 employees within the timeframe provided, starting after the date of purchase if approved.

I look forward to hearing from you, and we are ready to move forward. Thank you.

Gary DuBord  
President  
Soo Hill Sanitation Inc.

**A motion was made by Harris to postpone the item until experience from other area communities, which had allowed the keeping of chickens in urban areas, could be gathered. Supported by Webber.**

**A roll call vote was taken with the following results:**

**Yes: Hellermann, Webber, Connor, Harris, Nelson, Reynolds, Sadowski.**

**No: None.**

**MOTION PASSED.**

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## **UNFINISHED BUSINESS**

None.

---

## **NEW BUSINESS**

### **NB1: Land Sale Request – Whitetail Industrial Park Lot #8**

The Commission reviewed a land sale request for recommendation to the City Council. This request was for a lot in the industrial park along the north side of 19th Avenue North. Anthony described relevant portions of the *Policy on Sale, Lease, or Option of City-Owned Land*.

Gary DuBord, President of Soo Hill Sanitation (Soo Hill) and land sale requester, spoke before to the Commission. At Hellermann's invitation, DuBord described how Soo Hill intended to use the property which they sought to buy. Soo Hill intended to store and maintain equipment there, and they expected to erect a 36-foot-by-60-foot building and fence in a storage yard for those purposes.

**A motion was made by Harris to recommend to the City Council the sale of Whitetail Industrial Park Lot # 8 to Soo Hill Sanitation. Supported by Webber.**

Anthony asked DuBord to explain exactly what equipment they meant to store and maintain. DuBord listed two garbage trucks, a roll-off dumpster truck, more than one pick-up truck, and at least two unspecified trailers. He noted that no garbage was to be stored at the property, but that they did intend to clean and store unused dumpsters inside the fenced storage yard.

Hellermann asked Anthony for the grounds of his question on equipment. In response, he read Zoning Code sec. 1401.1 (Industrial Park District; Purpose), which described Industrial Park districts as being home to "clean industries".

**A roll call vote was taken with the following results:**

**Yes: Hellermann, Webber, Connor, Harris, Nelson, Reynolds, Sadowski.**

**No: None.**

**MOTION PASSED.**

### **NB2: Land Sale Request – 2700 Block of North 32nd Street**

The Commission reviewed a land sale request for recommendation to the City Council. This request was for an unplatted lot in the industrial park at the northernmost edge of the City. Anthony described relevant portions of the *Policy on Sale, Lease, or Option of City-Owned Land*.

Noah Weaver, owner & proprietor of Weaver Contracting and land sale requester, spoke before the Commission. He then described his company's intended use of the property. Weaver

Contracting planned to erect a shop and office on the property, and to store construction equipment & vehicles including some trucks and trailers. Hellermann briefly noted his surprise that the City had not sold more land in that area.

**A motion was made by Harris to recommend to the City Council the sale of one acre of land at the 2700 block of North 32nd Street to Weaver Contracting. Supported by Sadowski.**

**A roll call vote was taken with the following results:**

**Yes: Hellermann, Webber, Connor, Harris, Nelson, Reynolds, Sadowski.**

**No: None**

**MOTION PASSED.**

### **NB3: Interpretation – Ice Cream Shop**

The Commission reviewed information regarding a use interpretation requested by staff. The use, being that of an ice cream shop, was not defined in the Zoning Code at that time. Anthony had been asked to interpret whether that use fit best when defined as a convenience store or as a restaurant, or whether it qualified as a separate use that could have been allowed in an “A – Single Family Dwelling” zoning district. The question evolved from separate inquiries from various persons who wished to purchase a former commercial building located at 2730 Lake Shore Drive.

Commissioners discussed the implications of classifying a use not mentioned in the Zoning Code. They were hesitant to decide on the item in a way which carried implications for all “A” districts in the City. Sadowski asked whether this decision was to be restricted solely to the Lake Shore Drive property, or if a deeper trend was at work. Anthony merely sought the Commission’s decision on the item at hand, adding that there was no ulterior motive. Hellermann found parallels between this item and a zoning map amendment request from earlier in the year. That amendment sought to move a nonconforming use into a zoning district in which it was allowed; however, the request was denied on the grounds that it was not supported by the Master Plan, the Future Land Use Map, or good zoning practices.

**A motion was made by Harris to classify an ice cream shop as a “restaurant” land use. Supported by Connor.**

**A roll call vote was taken with the following results:**

**Yes: Hellermann, Webber, Connor, Harris, Nelson, Reynolds.**

**No: Sadowski.**

**MOTION PASSED.**

### **NB4: Project Updates**

#### **a. Delta County Planning Commission**

Connor reported that he had been stripped of his liaison powers with the Delta County Planning Commission (County Commission). When Connor served on the Escanaba Planning Commission (City Commission) previously, he was also the liaison to the County Commission during that tenure. At that time, he was vested with the rights of an *ex officio* member of the County Commission, including voting. But during this tenure, it appears that he had no such rights, and







Agenda Item: NB-7  
Date: 11-02-2023

## City Council Agenda Item Request

Date: 10/26/2023

Name: James McNeil

Department: Manager

Item: City Land Sale - North 32nd Street

Meeting date requested: 11/2/2023

Explanation for request:

Weaver Contracting has requested to purchase 1.00 acre of city land on North 32nd Street. The Planning Commission has recommended the sale based on the intended use. The offer is consistent with recent city industrial land sales. Administration recommends approval with an 18 month construction requirement.

James McNeil  
City of Escanaba  
410 Ludington Street  
Escanaba, MI 49829  
jmcneil@escanaba.org

October 26, 2023

Escanaba City Council

RE: Land Sale Request – North 32<sup>nd</sup> Street

City administration received a land sale request 1.00 acre on North 32<sup>nd</sup> street from Weaver Contracting. The proposed use was reviewed by the Planning Commission and recommended to City Council for approval. The planning commission minutes describe the intended use in detail and are included in this agenda packet.

City administration views the offer as reasonable. The offer is consistent with recent and comparable city industrial land sales and appraisals.

**Recent City Industrial Sales**

Buyer	Area	Date	Price	Acres	\$/Acre
NuWay	Whitetail Industrial Park	4/6/2023	48,860	3.49	14,000
UP Towing & Transport	Whitetail Industrial Park	9/26/2022	22,375	1.53	14,624
ServPro	North 32nd Street	9/1/2022	16,500	1.00	16,500

**Offer Received**

Weaver Contracting	North 32nd Street		16,500	1.00	16,500
--------------------	-------------------	--	--------	------	--------

James McNeil  
City Manager/City Assessor  
City of Escanaba  
(906) 789-7322



**Mission Statement:**

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

## Property offer for N 32nd st and N 27th Ave

Noah Weaver <weaver906contracting@gmail.com>

Mon 9/25/2023 5:31 PM

To:James McNeil <jmcneil@escanaba.org>

Dear Escanaba city council:

My name is Noah Weaver, owner of Weaver Contracting. I operate a Roofing and Construction company based out of Escanaba. Currently we have three employees and are growing by the day. The proposed parcel would be home to my shop and office spaces. The shop would feature equipment storage behind the building as well as fencing around the property at some point. Construction of the building would begin immediately and be completed before this spring. The parcel in reference is attached to this email and roughly outlined. The edge of the parcel would be parallel to N 27th Ave extending 208.71' back and 208.71' parallel with N 32nd st.

I am Offering \$16500 for the parcel, contingent on zoning review, permitting and availability of standard city utilities. Thank you



**A motion was made by Harris to postpone the item until experience from other area communities, which had allowed the keeping of chickens in urban areas, could be gathered. Supported by Webber.**

**A roll call vote was taken with the following results:**

**Yes: Hellermann, Webber, Connor, Harris, Nelson, Reynolds, Sadowski.**

**No: None.**

**MOTION PASSED.**

---

## **UNFINISHED BUSINESS**

None.

---

## **NEW BUSINESS**

### **NB1: Land Sale Request – Whitetail Industrial Park Lot #8**

The Commission reviewed a land sale request for recommendation to the City Council. This request was for a lot in the industrial park along the north side of 19th Avenue North. Anthony described relevant portions of the *Policy on Sale, Lease, or Option of City-Owned Land*.

Gary DuBord, President of Soo Hill Sanitation (Soo Hill) and land sale requester, spoke before to the Commission. At Hellermann's invitation, DuBord described how Soo Hill intended to use the property which they sought to buy. Soo Hill intended to store and maintain equipment there, and they expected to erect a 36-foot-by-60-foot building and fence in a storage yard for those purposes.

**A motion was made by Harris to recommend to the City Council the sale of Whitetail Industrial Park Lot # 8 to Soo Hill Sanitation. Supported by Webber.**

Anthony asked DuBord to explain exactly what equipment they meant to store and maintain. DuBord listed two garbage trucks, a roll-off dumpster truck, more than one pick-up truck, and at least two unspecified trailers. He noted that no garbage was to be stored at the property, but that they did intend to clean and store unused dumpsters inside the fenced storage yard.

Hellermann asked Anthony for the grounds of his question on equipment. In response, he read Zoning Code sec. 1401.1 (Industrial Park District; Purpose), which described Industrial Park districts as being home to "clean industries".

**A roll call vote was taken with the following results:**

**Yes: Hellermann, Webber, Connor, Harris, Nelson, Reynolds, Sadowski.**

**No: None.**

**MOTION PASSED.**

### **NB2: Land Sale Request – 2700 Block of North 32nd Street**

The Commission reviewed a land sale request for recommendation to the City Council. This request was for an unplatted lot in the industrial park at the northernmost edge of the City. Anthony described relevant portions of the *Policy on Sale, Lease, or Option of City-Owned Land*.

Noah Weaver, owner & proprietor of Weaver Contracting and land sale requester, spoke before the Commission. He then described his company's intended use of the property. Weaver

Contracting planned to erect a shop and office on the property, and to store construction equipment & vehicles including some trucks and trailers. Hellermann briefly noted his surprise that the City had not sold more land in that area.

**A motion was made by Harris to recommend to the City Council the sale of one acre of land at the 2700 block of North 32nd Street to Weaver Contracting. Supported by Sadowski.**

**A roll call vote was taken with the following results:**

**Yes: Hellermann, Webber, Connor, Harris, Nelson, Reynolds, Sadowski.**

**No: None**

**MOTION PASSED.**

### **NB3: Interpretation – Ice Cream Shop**

The Commission reviewed information regarding a use interpretation requested by staff. The use, being that of an ice cream shop, was not defined in the Zoning Code at that time. Anthony had been asked to interpret whether that use fit best when defined as a convenience store or as a restaurant, or whether it qualified as a separate use that could have been allowed in an “A – Single Family Dwelling” zoning district. The question evolved from separate inquiries from various persons who wished to purchase a former commercial building located at 2730 Lake Shore Drive.

Commissioners discussed the implications of classifying a use not mentioned in the Zoning Code. They were hesitant to decide on the item in a way which carried implications for all “A” districts in the City. Sadowski asked whether this decision was to be restricted solely to the Lake Shore Drive property, or if a deeper trend was at work. Anthony merely sought the Commission’s decision on the item at hand, adding that there was no ulterior motive. Hellermann found parallels between this item and a zoning map amendment request from earlier in the year. That amendment sought to move a nonconforming use into a zoning district in which it was allowed; however, the request was denied on the grounds that it was not supported by the Master Plan, the Future Land Use Map, or good zoning practices.

**A motion was made by Harris to classify an ice cream shop as a “restaurant” land use. Supported by Connor.**

**A roll call vote was taken with the following results:**

**Yes: Hellermann, Webber, Connor, Harris, Nelson, Reynolds.**

**No: Sadowski.**

**MOTION PASSED.**

### **NB4: Project Updates**

#### **a. Delta County Planning Commission**

Connor reported that he had been stripped of his liaison powers with the Delta County Planning Commission (County Commission). When Connor served on the Escanaba Planning Commission (City Commission) previously, he was also the liaison to the County Commission during that tenure. At that time, he was vested with the rights of an *ex officio* member of the County Commission, including voting. But during this tenure, it appears that he had no such rights, and

Agenda Item: NB-8  
Date: 11-02-2023

## City Council Agenda Item Request

Date: 10/27/23

Name: James McNeil

Department: Manager

Item: Resolution No. 23-24 - Patrons of Escanaba Schools Performing Arts - Nonprofit

Meeting date requested: 11/2/2023

Explanation for request:

Patrons of Escanaba Schools Performing Arts is seeking City Council approval of Resolution No. 23-24, recognizing them as a nonprofit organization operating in the community for the purpose of obtaining a Charitable Gaming License from the State of Michigan.



State of Michigan  
Michigan Gaming Control Board  
Millionaire Party Licensing  
3062 W. Grand Blvd, Suite L-700  
Detroit, MI 48202-6062  
Phone: (313) 456-4940  
Fax: (313) 456-3405  
Email: Millionaireparty@michigan.gov  
www.michigan.gov/mgcb

## Resolution 23-24

### LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL 432.103(k)(ii))

At a regular meeting of the City of Escanaba  
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by Mayor Mark Ammel on 11/02/2023  
DATE

at 7:00 p.m. a.m./p.m. the following resolution was offered:  
TIME

Moved by \_\_\_\_\_ and supported by \_\_\_\_\_

that the request from Patrons of Escanaba Schools Performing Arts of Escanaba,  
NAME OF ORGANIZATION CITY

county of Delta, asking that they be recognized as a nonprofit  
COUNTY

organization operating in the community, for the purpose of obtaining charitable gaming licenses, be  
considered for APPROVAL/DISAPPROVAL

<u>APPROVAL:</u>	Yeas: _____	<u>DISAPPROVAL:</u>	Yeas: _____
	Nays: _____		Nays: _____
	Absent: _____		Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and adopted

by the City of Escanaba at a regular  
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on 11/02/2023  
DATE

SIGNED:

\_\_\_\_\_  
TOWNSHIP, CITY, OR VILLAGE CLERK  
Phil DeMay, City Clerk  
\_\_\_\_\_  
PRINTED NAME AND TITLE  
410 Ludington Street, Escanaba, MI 49829  
\_\_\_\_\_  
ADDRESS

Organization Information:

\_\_\_\_\_  
ORGANIZATION'S MAILING ADDRESS, STREET, CITY, ZIP

\_\_\_\_\_  
ORGANIZATION'S PRINCIPAL OFFICER NAME AND TITLE

( )

\_\_\_\_\_  
PHONE NUMBER



Agenda Item: NB-9  
Date: 11-02-2023

## City Council Agenda Item Request

Date: 1026/2023

Name: James McNeil

Department: Manager

Item: Ord. No. 1284, An Ordinance to Amend Chapter 26 – Taxation of the Code of Ord

Meeting date requested: 11/02/2023

Explanation for request:

Administration is requesting the City Council to consider this the first reading of Ordinance No. 1284, An Ordinance to Amend Chapter 26 – Taxation of the Code of Ordinances of the City of Escanaba – Meadowbrook Apartments. Administration is requesting that the City Council set November 16, 2023, for the second reading, public hearing adoption of Ordinance No. 1284.

## **ORDINANCE NO. 1284**

### **AN ORDINANCE TO AMEND CHAPTER 26 – TAXATION OF THE CODE OF ORDINANCES OF THE CITY OF ESCANABA**

An Ordinance to provide for a service charge in lieu of taxes for a housing project for low income persons and families to be financed with a federally-aided Mortgage Loan pursuant to the provisions of the State Housing Development Authority Act of 1966 (1966 PA 346, as amended; MCL 125.1401, *et seq*) (the "Act").

#### **THE CITY OF ESCANABA ORDAINS:**

#### **CHAPTER I**

Chapter 26 – Taxation of the Escanaba Code of Ordinances is hereby amended by adding Division 10, Meadowbrook Apartments, to read as follows:

#### **CHAPTER 26 – TAXATION**

#### **ARTICLE III, SERVICE CHARGE IN LIEU OF PROPERTY TAXES FOR HOUSING DEVELOPMENT**

##### **Sec. 26.116. Preamble.**

It is acknowledged that it is a proper public purpose of the State of Michigan and its political subdivisions to provide housing for its low income persons and families and to encourage the development of such housing by providing for a service charge in lieu of property taxes in accordance with the Act. The City of Escanaba is authorized by this Act to establish or change the service charge to be paid in lieu of taxes by any or all classes of housing exempt from taxation under this Act at any amount it chooses, not to exceed the taxes that would be paid but for this Act. It is further acknowledged that such housing for low income persons and families is a public necessity, and as the City will be benefited and improved by such housing, the encouragement of the same by providing real estate tax exemption for such housing is a valid public purpose. It is further acknowledged that the continuance of the provisions of this Ordinance for tax exemption and the service charge in lieu of all *ad valorem* taxes during the period contemplated in this Ordinance are essential to the determination of economic feasibility of the housing projects that is constructed or rehabilitated with financing extended in reliance on such tax exemption.

The City acknowledges that the Sponsor (as defined below) has offered, subject to receipt of an allocation under the LIHTC Program by the Michigan State Housing Development Authority, to acquire and rehabilitate, own and operate a housing project identified as Meadowbrook Apartments on certain property located at 3610 8<sup>th</sup> Avenue in the City of Escanaba to serve low income persons and families, and that the Sponsor has offered to pay the City on account of this housing project an annual service charge for public services in lieu of all *ad valorem* property taxes.

**Land situated in the City of Escanaba, County of Delta, state of Michigan, described as follows:**

**From the NW Corner of Section 36 T.39N.,R.23W., measure S.89°30'20"E. along the north line of said Section a distance of 490.04 feet to the NE Corner of W1/2 of E1/2 of W1/2 of NW1/4 of NW1/4, thence S.1°31'55" W. along the east line of said W1/2 of E1/2 of W1/2 of NW1/4 of NW1/4 a distance of 959.84 feet to the point of beginning of the land herein described, thence continue S.1°31'55"W. along said east line a distance of 337.00 feet, to a point that is 40.02 feet north of the SE corner of said W1/2 of E1/2 of W1/2 of NW1/4 of NW1/4, thence S.89°52'38" W. parallel with the South line of said NW1/4 of NW1/4 a distance of 457.97 feet to a point that is 35.0 feet east of the west line of said NW1/4 of NW1/4, thence N.1°39'22"E. parallel with said west line a distance of 337.00 feet, thence N89°52'29"E. a distance of 457.24 feet to the point of beginning. Containing 3.54 acres.**

##### **Sec. 26-117. Definitions.**

1. Authority means the Michigan State Housing Development Authority.

2. Annual Shelter Rent means the total collections during an agreed annual period from or paid on behalf of all occupants of a housing project representing rent or occupancy charges, exclusive of Utilities.
3. LIHTC Program means the Low Income Housing Tax Credit program administered by the Authority under Section 42 of the Internal Revenue Code of 1986, as amended.
4. Low Income Persons and Families means persons and families eligible to move into a housing project.
5. Mortgage Loan means a loan that is Federally-Aided (as defined in Section 11 of the Act) or a loan or grant made or to be made by the Authority to the Sponsor for the construction, rehabilitation, acquisition and/or permanent financing of a housing project, and secured by a mortgage on the housing project.
6. Sponsor means Upper Peninsula Commission for Area Progress and any entity that receives or assumes a Mortgage Loan.
7. Utilities means charges for gas, electric, water, sanitary sewer and other utilities furnished to the occupants that are paid by the housing project.

**Sec. 26.118. Class of Housing Projects.**

It is determined that the class of housing projects to which the tax exemption shall apply and for which a service charge shall be paid in lieu of such taxes shall be housing projects for Low Income Persons and Families that are financed with a Mortgage Loan and/or an award of Low Income Housing Tax Credits. It is further determined that Meadowbrook Apartments is of this class.

**Sec. 26-119. Establishment of Annual Service Charge.**

The housing project identified as Meadowbrook Apartments and the property on which it is located shall be exempt from all *ad valorem* property taxes from and after the commencement of construction or rehabilitation. The City acknowledges that the Sponsor and the Authority have established the economic feasibility of the housing project in reliance upon the enactment and continuing effect of this Ordinance, and the qualification of the housing project for exemption from all *ad valorem* property taxes and a payment in lieu of taxes as established in this Ordinance. Therefore, in consideration of the Sponsor's offer to rehabilitate and operate the housing project, the City agrees to accept payment of an annual service charge for public services in lieu of all *ad valorem* property taxes. Subject to receipt of a Mortgage Loan, the annual service charge shall be equal to 6 % of the Annual Shelter Rents actually collected by the housing project during each operating year.

**Sec. 26-120. Limitation on the Payment of Annual Service Charge.**

Notwithstanding Section 5, the service charge to be paid each year in lieu of taxes for the part of the housing project that is tax exempt but which is occupied by other than low income persons or families shall be equal to the full amount of the taxes which would be paid on that portion of the housing project if the housing project were not tax exempt.

**Sec. 26.121. Contractual Effect of Ordinance.**

Notwithstanding the provisions of section 15(a)(5) of the Act to the contrary, a contract between the City and the Sponsor with the Authority as third party beneficiary under the contract, to provide tax exemption and accept payments in lieu of taxes, as previously described, is effectuated by enactment of this Ordinance.

**Sec. 26.122. Payment of Service Charge.**

The annual service charge in lieu of taxes as determined under this Ordinance shall be payable in the same manner as general property taxes are payable to the City

distributed to the several units levying the general property tax in the same proportion as prevailed with the general property tax in the previous calendar year. The annual payment for each operating year shall be paid to the City Treasurer on or before May 31 of the following year. Collection procedures shall be in accordance with the provisions of the General Property Tax Act (1893 PA 206, as amended; MCL 211.1, *et seq*).

**Sec. 26.123. Duration.**

This Ordinance shall remain in effect and shall not terminate so long as a Mortgage Loan remains outstanding and unpaid and/or the housing project remains subject to income and rent restrictions under the LIHTC Program.

**CHAPTER II**  
**SAVINGS CLAUSE**

The various sections and provisions of this Ordinance shall be deemed to be severable, and should any section or provision of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid the same shall not affect the validity of this Ordinance as a whole or any section or provision of this Ordinance, other than the section or provision so declared to be unconstitutional or invalid.

**CHAPTER III**  
**REPEALING CHAPTER**

All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this Ordinance are repealed to the extent of such inconsistency or conflict.

**CHAPTER IV**  
**EFFECTIVE DATE**

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

APPROVED:

APPROVED:

Laura Genovich, City Attorney

\_\_\_\_\_  
Mark Ammel, Mayor

Ordinance No. 1284

ATTEST:

Date Approved:

Date Published:

\_\_\_\_\_  
Phil DeMay, City Clerk

I hereby certify that the foregoing constitutes a true and complete copy of an ordinance duly adopted by the City Council of the City of Escanaba, County of Delta, Michigan at a Regular Meeting held on the (date) day of (month), 2023, and was published in the Daily Press, a newspaper of general circulation in the City of Escanaba on (day), (month) (date), 2023, and 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: NB-10  
Date: 11-02-2023

## City Council Agenda Item Request

Date: 1026/2023

Name: James McNeil

Department: Manager

Item: Ord. No. 1285, An Ordinance to Amend Chapter 26 – Taxation of the Code of Ord

Meeting date requested: 11/02/2023

Explanation for request:

Administration is requesting the City Council to consider this the first reading of Ordinance No. 1285, An Ordinance to Amend Chapter 26 – Taxation of the Code of Ordinances of the City of Escanaba – Willow Grove Townhomes. Administration is requesting that the City Council set November 16, 2023, for the second reading, public hearing adoption of Ordinance No. 1285.

## **ORDINANCE NO. 1285**

### **AN ORDINANCE TO AMEND CHAPTER 26 – TAXATION OF THE CODE OF ORDINANCES OF THE CITY OF ESCANABA**

An Ordinance to provide for a service charge in lieu of taxes for a housing project for low income persons and families to be financed with a federally-aided Mortgage Loan pursuant to the provisions of the State Housing Development Authority Act of 1966 (1966 PA 346, as amended; MCL 125.1401, *et seq*) (the "Act").

#### **THE CITY OF ESCANABA ORDAINS:**

#### **CHAPTER I**

Chapter 26 – Taxation of the Escanaba Code of Ordinances is hereby amended by adding Division 11, Willow Grove Townhomes, to read as follows:

#### **CHAPTER 26 – TAXATION**

#### **ARTICLE III, SERVICE CHARGE IN LIEU OF PROPERTY TAXES FOR HOUSING DEVELOPMENT**

##### **Sec. 26-124. Preamble.**

It is acknowledged that it is a proper public purpose of the State of Michigan and its political subdivisions to provide housing for its low income persons and families and to encourage the development of such housing by providing for a service charge in lieu of property taxes in accordance with the Act. The City of Escanaba is authorized by this Act to establish or change the service charge to be paid in lieu of taxes by any or all classes of housing exempt from taxation under this Act at any amount it chooses, not to exceed the taxes that would be paid but for this Act. It is further acknowledged that such housing for low income persons and families is a public necessity, and as the City will be benefited and improved by such housing, the encouragement of the same by providing real estate tax exemption for such housing is a valid public purpose. It is further acknowledged that the continuance of the provisions of this Ordinance for tax exemption and the service charge in lieu of all *ad valorem* taxes during the period contemplated in this Ordinance are essential to the determination of economic feasibility of the housing projects that is constructed or rehabilitated with financing extended in reliance on such tax exemption.

The City acknowledges that the Sponsor (as defined below) has offered, subject to receipt of an allocation under the LIHTC Program by the Michigan State Housing Development Authority, to acquire and rehabilitate, own and operate a housing project identified as Willow Grove Townhomes on certain property located at 850 S 8<sup>th</sup> Street in the City of Escanaba to serve low income persons and families, and that the Sponsor has offered to pay the City on account of this housing project an annual service charge for public services in lieu of all *ad valorem* property taxes.

**Land situated in the City of Escanaba, County of Delta, state of Michigan, described as follows:**

**From the NW Corner of Section 36 T.39N.,R.23W., measure S.89°30'20"E. along the north line of said Section a distance of 490.04 feet to the NE Corner of W1/2 of E1/2 of W1/2 of NW1/4 of NW1/4, thence S.1°31'55" W, along the east line of said W1/2 of E1/2 of W1/2 of NW1/4 of NW1/4 a distance of 310.34 feet to the point of beginning of the land herein described, thence continue S.1°31'55" W. along said east line a distance of 649.50 feet, thence S.89°52'29"W. a distance of 457.24 feet to a point that is 35.0 feet east of the west line of said NW1/4 of NW1/4, thence N.1°39'22"E. parallel with said west line a distance of 649.50 feet, thence N.89°52'11"E. a distance of 455.84 feet to the point of beginning. Containing 6.80 acres.**

##### **Sec.26-125. Definitions.**

1. Authority means the Michigan State Housing Development Authority.

2. Annual Shelter Rent means the total collections during an agreed annual period from or paid on behalf of all occupants of a housing project representing rent or occupancy charges, exclusive of Utilities.
3. LIHTC Program means the Low Income Housing Tax Credit program administered by the Authority under Section 42 of the Internal Revenue Code of 1986, as amended.
4. Low Income Persons and Families means persons and families eligible to move into a housing project.
5. Mortgage Loan means a loan that is Federally-Aided (as defined in Section 11 of the Act) or a loan or grant made or to be made by the Authority to the Sponsor for the construction, rehabilitation, acquisition and/or permanent financing of a housing project, and secured by a mortgage on the housing project.
6. Sponsor means Upper Peninsula Commission for Area Progress and any entity that receives or assumes a Mortgage Loan.
7. Utilities means charges for gas, electric, water, sanitary sewer and other utilities furnished to the occupants that are paid by the housing project.

**Sec. 26-126. Class of Housing Projects.**

It is determined that the class of housing projects to which the tax exemption shall apply and for which a service charge shall be paid in lieu of such taxes shall be housing projects for Low Income Persons and Families that are financed with a Mortgage Loan and/or an award of Low Income Housing Tax Credits. It is further determined that Willow Grove Townhomes is of this class.

**Sec. 26-127. Establishment of Annual Service Charge.**

The housing project identified as Willow Grove Townhomes and the property on which it is located shall be exempt from all *ad valorem* property taxes from and after the commencement of construction or rehabilitation. The City acknowledges that the Sponsor and the Authority have established the economic feasibility of the housing project in reliance upon the enactment and continuing effect of this Ordinance, and the qualification of the housing project for exemption from all *ad valorem* property taxes and a payment in lieu of taxes as established in this Ordinance. Therefore, in consideration of the Sponsor's offer to rehabilitate and operate the housing project, the City agrees to accept payment of an annual service charge for public services in lieu of all *ad valorem* property taxes. Subject to receipt of a Mortgage Loan, the annual service charge shall be equal to 6 % of the Annual Shelter Rents actually collected by the housing project during each operating year.

**Sec. 26-128. Contractual Effect of Ordinance.**

Notwithstanding the provisions of section 15(a)(5) of the Act to the contrary, a contract between the City and the Sponsor with the Authority as third party beneficiary under the contract, to provide tax exemption and accept payments in lieu of taxes, as previously described, is effectuated by enactment of this Ordinance.

**Sec. 26-129. Limitation on the Payment of Annual Service Charge.**

Notwithstanding Section 5, the service charge to be paid each year in lieu of taxes for the part of the housing project that is tax exempt but which is occupied by other than low income persons or families shall be equal to the full amount of the taxes which would be paid on that portion of the housing project if the housing project were not tax exempt.

**Sec. 26-130. Payment of Service Charge.**

The annual service charge in lieu of taxes as determined under this Ordinance shall be payable in the same manner as general property taxes are payable to the City

distributed to the several units levying the general property tax in the same proportion as prevailed with the general property tax in the previous calendar year. The annual payment for each operating year shall be paid to the City Treasurer on or before May 31 of the following year. Collection procedures shall be in accordance with the provisions of the General Property Tax Act (1893 PA 206, as amended; MCL 211.1, *et seq*).

**Sec. 26-131. Duration.**

This Ordinance shall remain in effect and shall not terminate so long as a Mortgage Loan remains outstanding and unpaid and/or the housing project remains subject to income and rent restrictions under the LIHTC Program.

**CHAPTER II**  
**SAVINGS CLAUSE**

The various sections and provisions of this Ordinance shall be deemed to be severable, and should any section or provision of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid the same shall not affect the validity of this Ordinance as a whole or any section or provision of this Ordinance, other than the section or provision so declared to be unconstitutional or invalid.

**CHAPTER III**  
**REPEALING CHAPTER**

All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this Ordinance are repealed to the extent of such inconsistency or conflict.

**CHAPTER IV**  
**EFFECTIVE DATE**

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

APPROVED:

APPROVED:

Laura Genovich, City Attorney

\_\_\_\_\_  
Mark Ammel, Mayor

Ordinance No. 1285

ATTEST:

Date Approved:

Date Published:

\_\_\_\_\_  
Phil DeMay, City Clerk

I hereby certify that the foregoing constitutes a true and complete copy of an ordinance duly adopted by the City Council of the City of Escanaba, County of Delta, Michigan at a Regular Meeting held on the (date) day of (month), 2023, and was published in the Daily Press, a newspaper of general circulation in the City of Escanaba on (day), (month) (date), 2023, and 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: NB-11  
Date: 11-02-2023

## **City Council Agenda Item Request**

Date: 10/30/2023

Name: Heather Calouette

Department: HR Director/ Treasurer

Item: Mutual of Omaha Life and Disability Benefits

Meeting date requested: 11/2/2023

Explanation for request:

Administration is requesting City Council approval to contract with Mutual of Omaha for life and disability benefits. The proposed contract will save the city \$764.28 annually.



Underwritten by  
United of Omaha Life Insurance Company  
Mutual of Omaha Insurance Company  
Mutual of Omaha Affiliates

## Group Insurance Proposal

*Presented To:*

**City of Escanaba**

*Presented By:*

**Michigan Planners Inc**

*Includes:*

**Basic Term Life and AD&D, Voluntary Term Life and AD&D,  
Long-Term Disability**

**October 12, 2023**



Mutual of Omaha

## BASIC TERM LIFE AND AD&D INSURANCE

*Proposal for:* City of Escanaba

*Alternate:* 1.00

The following Basic Term Life and AD&D plan is being proposed on a fully-insured basis effective **01/01/24**. This proposal assumes this coverage is underwritten by United of Omaha Life Insurance Company. For additional information about Mutual of Omaha's products and services, visit [mutualofomaha.com](http://mutualofomaha.com).

### ELIGIBILITY

**CLASS DEFINITION(S)**

Class 1: All Eligible Employees

**ELIGIBILITY REQUIREMENT**

This proposal provides coverage for all actively at work employees on the policy effective date working the minimum number of hours shown below in the United States, unless otherwise approved by Mutual of Omaha. Certain requirements apply.

**MINIMUM WORK HOURS**

Class 1: 40 or more hours each week

### BENEFIT SUMMARY

**EMPLOYEE TERM LIFE  
BENEFIT AMOUNTS**

Benefit	Maximum Benefit	Guarantee Issue Amount	Minimum Benefit
\$20,000	\$20,000	\$20,000	\$20,000

**EMPLOYEE BENEFIT  
REDUCTION SCHEDULE\***

At Age	Benefits Reduce to:
65	65%
70+	50%

\* All benefit reductions are a percentage of the original benefit amount. Coverage terminates at retirement. The Guarantee Issue Amount is reduced according to the reduction schedule.

**EMPLOYEE AD&D  
BENEFIT AMOUNT**

The AD&D Principal Sum amount is equal to the amount of basic term life insurance.

### PARTICIPATION AND COST SUMMARY

**PARTICIPATION  
ASSUMPTIONS**

Minimum Participation	Number of Eligible Employees	Contribution Structure
100%	108	Non-Contributory

**COST SUMMARY**

	Number of Lives	Total Monthly Volume	Monthly Rate	Total Monthly Premium	Total Annual Premium
Employee Term Life	108	\$2,123,000	\$0.18/\$1,000	\$382.14	\$4,585.68
Employee AD&D	108	\$2,123,000	\$0.02/\$1,000	\$42.46	\$509.52
<b>Total</b>	--	--	--	<b>\$424.60</b>	<b>\$5,095.20</b>

**PACKAGE PRICING**

The rates and benefits for this coverage assume package pricing. The rates and/or benefits are subject to change if one or more coverages included in Option 1 are not selected by the employer.

**RATE GUARANTEE**

2 Years

**RATE GUARANTEE DATE**

01/01/2026

<b>ADDITIONAL BENEFITS</b>	
----------------------------	--

<b>WAIVER OF PREMIUM - DISABILITY</b>	<ul style="list-style-type: none"> <li>▪ Definition of Disability - Any Occupation</li> <li>▪ Elimination Period - 9 months</li> <li>▪ Termination - Age 65</li> </ul>
<b>LIVING CARE BENEFIT</b>	50% to \$100,000
<b>LAYOFF/LEAVE</b>	<ul style="list-style-type: none"> <li>▪ Temporary Layoff - 12 weeks</li> <li>▪ Personal Leave - 12 weeks</li> </ul>
<b>CONTINUATION FOR FEDERAL AND STATE LAWS</b>	<b>Included</b> – The federal Family and Medical Leave Act (FMLA) and Uniformed Services Employment and Reemployment Rights Act (USERRA) and any amendments thereto, as well as other applicable federal or state laws, may allow continuation of insurance in certain instances for leaves of absence, layoff or termination. Insurance may be continued for the time period allowed by the applicable law, for the employee/member. This provision applies to employer and union groups only, subject to certain conditions.
<b>TRAVEL ASSISTANCE</b>	Included
<b>EMPLOYEE ASSISTANCE PROGRAM (EAP)</b>	<b>Basic</b> – An in-house team of master's level EAP professionals are available 24/7/365 to provide individual assessments. Employees with the Basic plan can take advantage of three professional calls where EAP professionals will guide them to resources and community referrals and one legal face to face visit with an attorney, up to 30 minutes. This plan does not include any face to face visits with an EAP counselor. Access to EAP services is obtained by calling 1-800-316-2796 or by using an online submission form for employee convenience. Online there are valuable resources and links for additional assistance, including: current events, family and relationships, emotional well-being, financial wellness, substance abuse and addiction, legal assistance and work and career.
<b>AD&amp;D</b>	24 hour coverage for employees
<b>AD&amp;D BENEFITS</b>	- Seat Belt                      - Child Education                      - Airbag
<b>CONVERSION</b>	Included





# VOLUNTARY TERM LIFE AND AD&D INSURANCE

**Proposal for:** City of Escanaba

**Alternate:** 1.01

The following Voluntary Term Life and AD&D plan is being proposed on a fully-insured basis effective **01/01/24**. This proposal assumes this coverage is underwritten by United of Omaha Life Insurance Company. For additional information about Mutual of Omaha's products and services, visit [mutualofomaha.com](http://mutualofomaha.com).

## ELIGIBILITY

<b>CLASS DEFINITION(S)</b>	Class 1: All Eligible Employees
<b>ELIGIBILITY REQUIREMENT</b>	This proposal provides coverage for all actively at work employees on the policy effective date working the minimum number of hours shown below in the United States, unless otherwise approved by Mutual of Omaha. Certain requirements apply.
<b>MINIMUM WORK HOURS</b>	Class 1: 40 or more hours each week

## BENEFIT SUMMARY

EMPLOYEE BENEFIT AMOUNTS	Minimum Benefit	Maximum Benefit	Increments	Guarantee Issue Amount*
	\$10,000	5X Annual Salary, up to \$300,000	\$10,000	5X Annual Salary, up to \$50,000

\*Guarantee Issue Amounts assume a participation rate of at least 25% of eligible employees.

### BENEFIT REDUCTION SCHEDULE\*\*

At Age	Benefits Reduce to:
65	65%
70+	50%

\*\* All benefit reductions are a percentage of the original benefit amount. Coverage terminates at retirement. The Guarantee Issue Amount is reduced according to the reduction schedule.

### DEPENDENT SPOUSE BENEFIT AMOUNTS\*\*\*

Minimum Benefit	Maximum Benefit	Increments	Guarantee Issue Amount
\$5,000	100% of Employee's Benefit, up to \$100,000	\$5,000	100% of Employee's Benefit, up to \$25,000

\*\*\* Dependent Spouse and/or Child coverage is only available if the Employee has coverage under this plan. Spouse coverage terminates at age 70.

### DEPENDENT CHILD BENEFIT AMOUNTS

Minimum Benefit	Maximum Benefit	Increments	Guarantee Issue Amount
\$5,000	\$10,000	\$5,000	\$10,000

### AD&D BENEFIT AMOUNT

The AD&D Principal Sum amount is equal to the amount of voluntary term life insurance for employees and eligible dependents.

## PARTICIPATION AND COST SUMMARY

PARTICIPATION ASSUMPTIONS	Minimum Participation	Number of Eligible Employees	Contribution Structure
	20%	108	100% employee paid

## PARTICIPATION AND COST SUMMARY (CONT'D)

### COST SUMMARY\*

#### Voluntary Term Life

Age Band	Employee & Spouse Rate per \$1,000	All Children Rate per \$1,000
<25	\$0.10	\$0.13
25 - 29	\$0.10	
30 - 34	\$0.11	
35 - 39	\$0.13	
40 - 44	\$0.20	
45 - 49	\$0.35	
50 - 54	\$0.58	
55 - 59	\$0.90	
60 - 64	\$1.41	
65 - 69	\$2.52	
70 - 74	\$4.52	
75 - 79	\$7.45	
80 - 84	\$15.08	
85 - 89	\$15.08	
90 - 100	\$15.08	

\* This plan is rated using the same rates for the employee and spouse. Employee and spouse rates are calculated based on the employee's current age as of the effective date of the plan. Employee and spouse rates are adjusted once each year on the plan anniversary date for employees advancing to the next age band. Spouse coverage terminates when the employee attains age 70 (regardless of the spouse's actual age).

#### Voluntary AD&D

Employee Rate per \$1,000	Spouse Rate per \$1,000	All Children Rate per \$1,000
\$0.04	\$0.04	\$0.04

RATE GUARANTEE 2 Years

RATE GUARANTEE DATE 01/01/2026

## ADDITIONAL BENEFITS

**OPEN ENROLLMENT** A one-time open enrollment is available for a period of up to 90 days prior to the effective date of the policy, subject to the enrollment strategy requirements. During this time, the employee/member may elect insurance for the first time or request increased insurance up to the Guarantee Issue amount for the employee/member and any dependents (if applicable) without providing health information.

**WAIVER OF PREMIUM - DISABILITY**

- Definition of Disability - Any Occupation
- Elimination Period - 9 months
- Termination - Age 65

**ANNUAL INCREASE OPTION** Once annually, the employee/member may increase their insurance amount by up to \$10,000 without providing health information.

**LIVING CARE BENEFIT** 50% to \$250,000

**PORTABILITY** Included

**LAYOFF/LEAVE**

- Temporary Layoff - 12 weeks
- Personal Leave - 12 weeks

**CONTINUATION FOR  
FEDERAL AND STATE  
LAWS**

**Included** – The federal Family and Medical Leave Act (FMLA) and Uniformed Services Employment and Reemployment Rights Act (USERRA) and any amendments thereto, as well as other applicable federal or state laws, may allow continuation of insurance in certain instances for leaves of absence, layoff or termination. Insurance may be continued for the time period allowed by the applicable law, for the employee/member and any dependent(s). This provision applies to employer and union groups only, subject to certain conditions.

**AD&D**

24 hour coverage for employees and eligible dependents

**AD&D BENEFITS**

- |                   |                    |                  |
|-------------------|--------------------|------------------|
| - Seat Belt       | - Paralysis        | - Common Carrier |
| - Child Education | - Airbag           | - Coma           |
| - Repatriation    | - Childcare Center |                  |

**CONVERSION**

Included





Mutual of Omaha

# LONG-TERM DISABILITY INSURANCE

*Proposal for:* City of Escanaba

*Alternate:* 3.00

The following Long-Term Disability plan is being proposed on a fully-insured basis effective **01/01/24**. This proposal assumes this coverage is underwritten by United of Omaha Life Insurance Company. For additional information about Mutual of Omaha's products and services, visit [mutualofomaha.com](http://mutualofomaha.com).

## ELIGIBILITY

<b>CLASS DEFINITION(S)</b>	Class 1: All Eligible Department Head Employees
<b>ELIGIBILITY REQUIREMENT</b>	This proposal provides coverage for all actively at work employees on the policy effective date working the minimum number of hours shown below in the United States, unless otherwise approved by Mutual of Omaha. Certain requirements apply.
<b>MINIMUM WORK HOURS</b>	Class 1: 40 or more hours each week

## BENEFIT SUMMARY

	<b>Class 1</b>
<b>BENEFIT PERCENTAGE</b>	60%
<b>MAXIMUM BENEFIT</b>	\$2,500
<b>GUARANTEE ISSUE</b>	\$2,500
<b>ELIMINATION PERIOD</b>	90 days
<b>ACCUMULATION PERIOD</b>	180 days
<b>ZERO DAY RESIDUAL</b>	Included
<b>OWN OCC DEFINITION</b>	24 months
<b>BENEFIT DURATION</b>	RBD to SSNRA
<b>INTEGRATION</b>	Family
<b>PRE-EXISTING CONDITION</b>	3/12
<b>MENTAL DISORDERS</b>	24 months - Lifetime
<b>DRUG &amp; ALCOHOL</b>	24 months - Lifetime
<b>MINIMUM BENEFIT</b>	\$100 or 10%

## PARTIAL DISABILITY

	<b>Class 1</b>
<b>EARNINGS TEST %</b>	99% during the Own Occ period, then 85% thereafter
<b>PARTIAL DISABILITY FORMULA</b>	Mutually Progressive Partial; Child Care
<b>WORK INCENTIVE</b>	To end of the maximum benefit period

## PARTICIPATION AND COST SUMMARY

<b>PARTICIPATION ASSUMPTIONS</b>	<b>Minimum Participation</b>	<b>Number of Eligible Employees</b>	<b>Contribution Structure</b>
	100%	9	Non-Contributory



**COST SUMMARY**

LTD

Number of Lives	Covered Monthly Payroll	Monthly Rate	Total Monthly Premium	Total Annual Premium
9	\$37,503	\$0.46 (Per \$100 of Monthly Covered Payroll)	\$172.51	\$2,070.12

**PACKAGE PRICING**

The rates and benefits for this coverage assume package pricing. The rates and/or benefits are subject to change if one or more coverages included in Option 1 are not selected by the employer.

**RATE GUARANTEE**

2 Years

**RATE GUARANTEE DATE**

01/01/2026

**ADDITIONAL BENEFITS****DEFINITION OF MONTHLY EARNINGS**

Earnings Just Prior to Disability, Annual Salary

**VOC REHAB INCENTIVE**

5%

**REASONABLE ACCOMMODATION BENEFIT**

100%, up to \$5,000

**RECURRENT DISABILITY**

6 months

**SURVIVOR BENEFIT**

3 months

**LAYOFF/FURLOUGH/LEAVE**

- Temporary Layoff - Not Included
- Furlough - Not Included
- Personal Leave - Not Included

**CONTINUATION FOR FEDERAL AND STATE LAWS**

**Included** – The federal Family and Medical Leave Act (FMLA) and Uniformed Services Employment and Reemployment Rights Act (USERRA) and any amendments thereto, as well as other applicable federal or state laws, may allow continuation of insurance in certain instances for leaves of absence, layoff or termination. Insurance may be continued for the time period allowed by the applicable law, for the employee/member. This provision applies to employer and union groups only, subject to certain conditions.

**WAIVER OF PREMIUM**

Included

**FICA PAYMENT**

If FICA tax is applicable, we will pay the employer's share of the FICA. This optional service has been included in the premium rates.

**W-2 PREPARATION**

Mutual of Omaha will prepare IRS Form W-2 for each employee who receives benefits under the policy.

## REQUIREMENTS AND ASSUMPTIONS

<b>SIC CODE</b>	9111
<b>SITUS STATE</b>	MI
<b>ACCEPTANCE</b>	This proposal is contingent upon Mutual of Omaha Home Office review and acceptance of the completed application for coverage. It is recommended that current coverage is not cancelled or dropped until notification of acceptance from Mutual of Omaha is received.
<b>PACKAGE PRICING</b>	The rates and benefits in this proposal assume package pricing. The rates and/or benefits are subject to change if one or more coverages are not selected by the employer.
<b>LIMITATIONS &amp; STANDARD CONTRACT NOTICE</b>	<p>This proposal is subject to Mutual of Omaha's standard product terms, limitations, and exclusions. Additionally, this proposal requires use of standard system-compatible benefits and contract provisions. Applicable federal and state mandates are added at issuance.</p> <p>This proposal also assumes that all employees/members reside in the situs state of the group. If any employees/members reside outside of the situs state of the group, we must be notified of the number of employees/members by state during the implementation process so that all applicable state mandates can be accommodated.</p> <p>Please refer to a sample standard contract, certificate booklet and/or subscription agreement documents for additional information and detail, available upon request.</p>
<b>ERISA</b>	Each plan presented in this proposal is considered to be an employer-sponsored ERISA benefit plan. If it is determined that any plan presented in this proposal is not an ERISA benefit plan, Mutual of Omaha reserves the right to re-rate or otherwise adjust the proposed plan(s).
<b>PROPOSAL CONDITIONS</b>	<p>Mutual of Omaha reserves the right to re-rate or withdraw this proposal <i>prior</i> to the effective date if any of the following changes:</p> <ul style="list-style-type: none"> <li>▪ SIC code</li> <li>▪ Employer contributions</li> <li>▪ Information regarding disabled or COBRA participants</li> <li>▪ For groups that are experience rated - risk increases based on review of the current carrier's claims experience, including open or pended claims</li> <li>▪ Demographics (age, gender, occupation, earnings, location and size)</li> <li>▪ Plan participation - increase or decrease of 10% or more lives</li> <li>▪ Laws, regulations, judicial and/or administrative orders and decisions affecting benefits, cost of administration, or cost of health care services</li> <li>▪ If employees are residing in extraterritorial jurisdictions that were not otherwise disclosed</li> <li>▪ Proposed effective date</li> <li>▪ Benefits or eligibility</li> <li>▪ Premium tax</li> </ul> <p>On or after the effective date, Mutual of Omaha reserves the right to change rates or fees if there is a change in any factor listed above. In addition, Mutual of Omaha may change rates or fees any time after the most recent Rate Guarantee Date, provided at least 30 days advance notice of the rate or fee increase has been given to the group.</p>
<b>DEPENDENT NON-CONFINEMENT REQUIREMENT</b>	Coverage for dependents is subject to our non-confinement requirement and their ability to perform all the usual duties of a person who is of the same age and gender who is in good health.
<b>PROPOSAL EXPIRATION</b>	This proposal is good for 90 days after 10/12/2023, or the assumed effective date of the plan, whichever comes first.