



## CITY COUNCIL MEETING AGENDA October 6, 2022

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

Patrick S. Jordan, City Manager  
Phil DeMay, City Clerk  
Lisa Vogler, City Attorney

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

The Council has adopted a policy to use a Consent Agenda, when appropriate. All items with an asterisk (\*) are considered routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member or citizen so requests, in which event, the item will be removed from the General Order of Business and considered in its normal sequence on the Agenda.

### Regular Meeting

**Thursday, October 6, 2022, at 7:00 p.m.**

CALL TO ORDER

ROLL CALL

INVOCATION/PLEDGE OF ALLEGIANCE

APPROVAL/CORRECTION(S) TO MINUTES – Regular Meeting – September 15, 2022  
Special Meeting – September 26, 2022

APPROVAL/ADJUSTMENTS TO THE AGENDA

CONFLICT OF INTEREST DECLARATION(S)

BRIEF PUBLIC COMMENT(S)

PUBLIC HEARINGS – None

UNFINISHED BUSINESS

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

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

**2. Approval – US Coast Guard Lease of Municipal Dock – Administration.**

**Explanation:** The U.S. Coast Guard has requested to continue their priority lease with the City of Escanaba for the use of the Municipal Dock. This will be a one-year lease that allows for annual extensions through 2042. Administration is recommending approval.

### NEW BUSINESS

**1. Discussion – City Council and City Manager Discussion on Contract Presented by Contract Committee.**

**Explanation:** City Council and City Manager will discuss and finalize the draft of the City Manager's contract that was presented by the contract committee, followed by submittal of the contract to the City Manager for consideration.

**2. Approval – Wastewater Treatment Plant Asset Management Plan – Wastewater.**

**Explanation:** Administration is requesting City Council approval to retain C2AE from Escanaba, MI, for professional services with regard to the Wastewater Treatment Plant's Asset Management Plan in an amount not to exceed \$29,750.00

**3. Approval – DWSRF/CDBG Water Treatment Plant (WTP) Construction Services – Water.**

**Explanation:** Administration is requesting City Council approval to retain professional services from C2AE of Escanaba, MI, to do engineering for construction of the DWSRF/CDBG WTP Project in an amount not to exceed \$267,200.00 for DWSRF and \$172,000.00 for CDBG for a total amount not to exceed \$439,200.00

**4. Approval - Approval - Closure of Ludington Street for Christmas Parade - Administration.**

**Explanation:** Administration is requesting Council's approval for the closure of Ludington Street for the annual Christmas Parade scheduled for December 2, 2022, at 7:00pm.

**5. Approval – North 30<sup>th</sup> Street Bypass Lane Construction – Anderson Excavating – Engineering/Public Works.**

**Explanation:** Administration is requesting City Council approval to contract with Anderson Excavating at the submitted unit prices for the work necessary to construct the road base of the North 30<sup>th</sup> Street Bypass Lane.

APPOINTMENTS

BOARD, COMMISSION, AND COMMITTEE REPORTS

GENERAL PUBLIC COMMENT

ANNOUNCEMENTS

ADJOURNMENT

**Respectfully Submitted**

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

**Patrick S. Jordan**  
**City Manager**

**OFFICIAL PROCEEDINGS  
CITY COUNCIL  
CITY OF ESCANABA, MICHIGAN  
Regular Council Meeting  
Thursday, September 15, 2022**

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

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

Absent: None

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

City Clerk DeMay led Council in the Pledge of Allegiance.

DuBord moved, Flath seconded, **CARRIED UNANIMOUSLY**, to approve Regular Meeting minutes from September 1, 2022, as submitted.

**ADJUSTMENTS TO THE AGENDA**

DuBord moved, Beauchamp seconded, **CARRIED UNANIMOUSLY**, to add an item City of Escanaba Resolution to Set Date for Accepting Marihuana Applications and setting the fees to New Business item number 6; then make the Closed session New Business item number 7 and move it after Announcements before Adjournment.

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

**CONFLICT OF INTEREST DECLARATION** – None

**BRIEF PUBLIC COMMENT**

- Will Carne – discussed zoning of property he owns.

**PUBLIC HEARINGS** – None

**UNFINISHED BUSINESS**

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

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

## **NEW BUSINESS**

### **NB-1 Approval - Adoption of Ordinance No. 1269, Ordinance Authorizing and Regulating Medical and Adult-Use Marihuana Establishments.**

Administration requested City Council approval and adoption of Ordinance No. 1269, Ordinance Authorizing and Regulating Medical and Adult-Use Marihuana Establishments.

**NB-1** “By Council Member DuBord, seconded by Council Member Flath;

**Resolved**, That Ordinance No. 1269, Ordinance Authorizing and Regulating Medical and Adult-Use Marihuana Establishments, given its public hearing at the regular September 1, 2022, City Council meeting, be and is hereby adopted and that it be published in accordance with the requirements of the City Charter.”

Herewith Ordinance No. 1269 adopted by title:

#### **“ORDINANCE AUTHORIZING AND REGULATING MEDICAL AND ADULT-USE MARIHUANA ESTABLISHMENTS”**

Full text in Ordinance Record “M”.

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

Ayes: DuBord, Flath, Mayor Ammel

Nays: Moore, Beauchamp

**RESOLUTION DECLARED ADOPTED.”**

### **NB-2 Approval - Second Reading and Adoption of Ordinance No. 1271, Ordinance Amending Zoning Ordinance Authorizing and Regulating Medical and Adult-Use Marihuana Establishments – Administration.**

Administration requested City Council approval and adoption of Ordinance No. 1271, Ordinance Amending Zoning Ordinance Authorizing and Regulating Medical and Adult-Use Marihuana Establishments.

**NB-2** “By Council Member DuBord, seconded by Council Member Flath;

**Resolved**, That Ordinance No. 1271, Ordinance Amending Zoning Ordinance Authorizing and Regulating Medical and Adult-Use Marihuana Establishments, given its second reading at this meeting, be and is hereby adopted and that it be published in accordance with the requirements of the City Charter.”

Herewith Ordinance No. 1271 adopted by title:

**“ORDINANCE AMENDING ZONING ORDINANCE AUTHORIZING AND REGULATING MEDICAL AND ADULT-USE MARIHUANA ESTABLISHMENTS”**

Full text in Ordinance Record “M”.

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

Ayes: DuBord, Flath, Mayor Ammel

Nays: Moore, Beauchamp

**RESOLUTION DECLARED ADOPTED.”**

**NB-3 Approval – McLean Engineering – Review Pole Attachment Agreements – Electric.**

Administration requested approval to award a contract to McLean Engineering to evaluate the existing pole attachment agreements to make certain Michigan statutes are being met for a cost not to exceed \$2000.

**NB-3** Beauchamp moved, Moore seconded, to approve to award a contract to McLean Engineering to evaluate the existing pole attachment agreements to make certain Michigan statutes are being met for a cost not to exceed \$2000.

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

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

Nays: None

**MOTION CARRIED.**

**NB-4 Approval – US Coast Guard Lease of Municipal Dock – Administration.**

The U.S. Coast Guard has requested to continue their priority lease with the City of Escanaba for the use of the Municipal Dock. This will be a one-year lease that allows for annual extensions through 2042. Administration recommended approval.

**NB-4** DuBord moved, Beauchamp seconded, **CARRIED UNANIMOUSLY**, to postpone the request from The U.S. Coast Guard to continue their priority lease with the City of Escanaba for the use of the Municipal Dock until the City Attorney has time to review the lease.

**NB-5 Approval – Asbestos Removal Cost – Public Safety.**

Administration requested City Council to approve the cost and payment of \$1,335, when complete by Pearson Asbestos Abatement, for the demo/removal of asbestos

containing material from the residential home located at 1607 North 20th Street which was struck by lightning mid-summer of 2021 and condemned by the Council on June 2, 2022. These costs were included in the estimated demolition cost of the structure.

**NB-5** DuBord moved, Flath seconded, to approve the cost and payment of \$1,335, when complete by Pearson Asbestos Abatement, for the demo/removal of asbestos containing material from the residential home located at 1607 North 20th Street.

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

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

Nays: None

**MOTION CARRIED.**

**NB-6 Approval - Resolution 22-10 – City of Escanaba Resolution to Set Date for Accepting Marihuana Applications and setting the rates with Resolution 22-11.**

Administrations requested City Council approval of Resolution 22-10 – City of Escanaba Resolution to Set Date for Accepting Marihuana Applications and setting the rates with Resolution 22-11.

“**NB-6(a)** By Council Member Flath, seconded by Council Member Beauchamp:

**RESOLUTION 22-11**

**CITY OF ESCANABA**

**RESOLUTION TO ESTABLISH MARIHUANA ESTABLISHMENT APPLICATION FEES AND ANNUAL FEES**

**WHEREAS**, the City of Escanaba (the “City”) is authorized to adopt ordinances that regulate the public health, safety, and general welfare of persons and property; and

**WHEREAS**, on September 15, 2022, the City Council adopted Ordinance No. 1269, Ordinance Authorizing and Regulating Medical and Adult-Use Marihuana Establishments and Ordinance No. 1271, Ordinance Amending Zoning Ordinance Authorizing and Regulating Medical and Adult-Use Marihuana Establishments (the “Ordinances”) to regulate medical and adult-use marihuana establishments within the City and set forth an application process for such establishments; and

**WHEREAS**, Ordinance No. 1269 provides for a nonrefundable application fee in an amount established by resolution of the City Council and an annual fee to be established by resolution of the City Council; and

**WHEREAS**, the City Council desires to establish the amount of these fees.

**NOW, THEREFORE**, the City Council of the City of Escanaba, Michigan, resolves as

follows:

1. The City establishes the following fees under Ordinance No. 1269:
  - a. Nonrefundable application fee amount: \$5,000
  - b. Annual fee amount: \$5,000
2. Any and all resolutions that are in conflict with this Resolution are hereby repealed to the extent necessary to give this Resolution full force and effect.

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

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

**RESOLUTION DECLARED ADOPTED.”**

**“NB-6(b)** By Council Member DuBord, seconded by Council Member Flath:

#### **RESOLUTION 22-10**

#### **CITY OF ESCANABA**

#### **RESOLUTION TO SET DATE FOR ACCEPTING MARIHUANA APPLICATIONS**

**WHEREAS**, the City of Escanaba (the “City”) is authorized to adopt ordinances that regulate the public health, safety, and general welfare of persons and property; and

**WHEREAS**, on September 15, 2022, the City Council adopted Ordinance No. 1269, Ordinance Authorizing and Regulating Medical and Adult-Use Marihuana Establishments and Ordinance No. 1271, Ordinance Amending Zoning Ordinance Authorizing and Regulating Medical and Adult-Use Marihuana Establishments (the “Ordinances”) to regulate medical and adult-use marihuana establishments within the City and set forth an application process for such establishments; and

**WHEREAS**, the City Council desires to set the date upon which applications under the Ordinances will be accepted by the City.

**NOW, THEREFORE**, the City Council of the City of Escanaba, Michigan, resolves as follows:

1. The City will begin accepting applications for medical and adult-use marihuana establishments pursuant to the Ordinances on October 3, 2022.
2. Any and all resolutions that are in conflict with this Resolution are hereby repealed to the extent necessary to give this Resolution full force and effect.

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

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

**RESOLUTION DECLARED ADOPTED.”**

**NB-7 Closed Session - Discuss a Written Legal Opinion.**

Pursuant to MCL 15.268(h) a closed session was proposed to discuss with the public body's attorney a memorandum of advice as permitted under section 8(h) of the OMA – "to consider material exempt from discussion or disclosure by state or federal statute."

*This item was moved to the end of the meeting after Announcements and before Adjournment.*

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

**BOARD, COMMISSION, AND COMMITTEE REPORTS**

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

**GENERAL PUBLIC COMMENT** – None

**ANNOUNCEMENTS**

- Parade to support the special Olympics (Torch Run).
- Escanaba School Homecoming weekend Parade Friday.

The time being 7:44 p.m. Flath moved, DuBord seconded, **CARRIED UNANIMOUSLY**, the Council recessed.

The time being 7:51 p.m. DuBord moved, Beauchamp seconded, **CARRIED UNANIMOUSLY**, came back in session.

**NB-7 Closed Session - Discuss a Written Legal Opinion.**

Pursuant to MCL 15.268(h) a closed session was proposed to discuss with the public body's attorney a memorandum of advice as permitted under section 8(h) of the OMA – "to consider material exempt from discussion or disclosure by state or federal



statute."

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

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

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

**MOTION CARRIED.**

The time was 7:52 p.m.

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

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

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

**MOTION CARRIED.**

The time was 8:32 p.m.

*No Council actions were taken during closed session.*

Hearing no further public comment DuBord moved, the Council adjourned at 8:32 p.m.

Respectfully submitted

Phil DeMay  
City Clerk

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

**OFFICIAL PROCEEDINGS  
CITY COUNCIL  
CITY OF ESCANABA, MICHIGAN  
Special Council Meeting  
Monday, September 26, 2022**

Pursuant to a meeting notice posted on September 23, 2022, the meeting was called to order by the Honorable Mayor Mark Ammel at 9:00 a.m. in the Council Chambers of City Hall located at 410 Ludington Street.

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

Absent: None

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

**ADJUSTMENTS TO THE AGENDA**

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

**CONFLICT OF INTEREST DECLARATION** – None

**BRIEF PUBLIC COMMENT**

Beth Sviland – Swanee, Inc. – spoke about the development project.

Matt Sviland – Swanee, Inc. – spoke about the development project.

Jeff Slagstad – Vice President of Bay Bank – spoke about the development project and purchasing agreement.

Ed LeGault – Executive Director for the Delta County Economic Development Alliance – spoke about the development project.

Jarred Drown – Terrace Bay Hotel – spoke about the development project.

**PUBLIC HEARINGS** – None

**UNFINISHED BUSINESS** – None

**NEW BUSINESS**

**NB-1 Approval – Request to Purchase City Property – North 48th Street (Whitetail Lot 11) – Administration.**

Administration received a request from Robert Roshak with UP Towing & Transport, LLC to purchase Lot #11 in the Whitetail Industrial Park for the purpose of growing his operation. The Assessor's appraisal was \$22,000, and the private appraisal was \$22,950.

**NB-1** Moore moved, Beauchamp seconded, to approve a request from Robert Roshak with UP Towing & Transport, LLC to purchase Lot #11 in the Whitetail Industrial Park for the purpose of growing his operation in the amount of \$22,375.

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

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

Nays: None

**MOTION CARRIED.**

**NB-2 Approval – Sale Prices and Setting Terms and Conditions for the Development of City Property.**

Council requested that a Special Meeting be set to address any outstanding contractual issues, setting sale prices, terms and conditions, as well as preparing for closing dates on the properties (waterfront, adjacent to jail, and old Chamber building).

- Council held a discussion on who owned the former jail property;
- Discussed purchase agreements, which are still being negotiated;
- Aaron Kadish, project manager for North Shore Marine, discussed extending the seawall along the shoreline near the old jail site and also discussed the city's appraisal of the property;
- Jarred Drown, Terrace Bay, discussed the relocation of the city's storm water and relocating of the County utilities;
- Matt Sviland, Swanee, Inc., discussed their purchasing agreement and discussed the phases of his project;
- David Caldon with Varnum Law, counsel for Northshore Flats Development and Matt and Beth Sviland, who are the principals, spoke in regard to some revisions with the purchasing agreement;
- Paul Callam who was asked to assist the City Attorney with regard to working out the agreements on both the jail property and the Chamber property also discussed the purchasing agreements.

**GENERAL PUBLIC COMMENT**

Ed LeGault – Executive Director for the Delta County Economic Development Alliance – spoke about the development project and purchase agreements.

**ANNOUNCEMENTS** – None

Hearing no further public comment DuBord moved, Council adjourned at 10:37 a.m.

Respectfully submitted

Tammy Weissert, MiPMC/CMC  
Deputy City Clerk

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

UB-2  
Agenda Item: NB-4  
Date: 09-15-2022  
10-06-2022

## City Council Agenda Item Request

Date: September 8, 2022

Name: Patrick Jordan

Department: Administration

Item: Continuation of USCG Agreement for priority use of City Dock

Meeting date requested: September 15, 2022

Explanation for request:

We received a request from the United States Coast Guard to continue their priority lease with us for use of the Municipal Dock. This will be a one-year lease that allows for annual extensions through 2042. Administration recommends its adoption.

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**U.S. GOVERNMENT LEASE FOR REAL PROPERTY**

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DATE OF LEASE

LEASE NO.

HSCG83-23-1-0004

THIS LEASE, made and entered into this date by and between  
City of Escanaba

whose address is

410 Ludington Street, P.O. Box 948  
Escanaba, Michigan 49829

and whose interest in the property hereinafter described is that of

Owner

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agrees as follows:

1. The lessor hereby leases to the Government the following described premises:  
450 Linear feet of docking space and 27,000 square feet of paved dockside space- located at the Escanaba Municipal Dock in Ludington Park, Escanaba, Michigan as shown on exhibit A.

to be used for Government Purposes

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on  
09/01/2022 through 08/31/2023, subject to termination  
and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$ 3,096.00

at the rate of \$ 3,096.00 per year in arrears.  
Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

410 Ludington Street, P.O. Box 948 Escanaba, Michigan 49829

4. The Government may terminate this lease at any time by giving at least 30 days' notice in writing  
to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed  
commencing with the day after the date of mailing.

5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:  
Subject to availability of funds, this lease may at the option of the Government, be renewed through 31 August 2042,  
at the mutually agreed rental consideration of \$3,096 per year in arrears.

provided notice be given in writing to the Lessor at least 30 days before the end of the original lease term  
or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term.  
Said notice shall be computed commencing with the day after the date of mailing.

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Prescribed by GSA - FPR (41 CFR) 1-16.601

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

- 6a. Potable water service.
- 6b. Rubbish collection.
- 6c. Snow removal.
- 6d. Police and Fire protection.

7. The following are attached and made a part hereof:

The General Provisions and Instructions  
Continuation Sheet 9 - 31  
Exhibit A  
Municipal Certificate  
GSA Form 3518-SAM

8. The following changes were made in this lease prior to its execution:

None

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR	
SIGNATURE	SIGNATURE
NAME OF SIGNER	NAME OF SIGNER
IN PRESENCE OF	
SIGNATURE	SIGNATURE
NAME OF SIGNER	NAME OF SIGNER
UNITED STATES OF AMERICA	
SIGNATURE	NAME OF SIGNER James Hill
	OFFICIAL TITLE OF SIGNER Real Estate Contracting Officer

STANDARD FORM 2 (REV. 6/2003) BACK

## CONTINUATION SHEET:

HSCG83-23-1-0004

LESSOR: City of Escanaba, MI

9. Subject to the availability of funds. The Government shall have nineteen (19) options to renew this Lease for up to nineteen (19) consecutive periods of one year each ("Renewal period"). The Government may exercise each such option by giving Lessor written notice thereof at least thirty (30) days prior to the expiration of the original term of this Lease or the then expiring Renewal period, as the case may be. The terms and conditions of the Lease remain in place for the renewal term.

10. Government's Authority. The undersigned employee of the Government hereby attests that said employee has the authority to enter into this Lease on behalf of the United States Government, acting by and through the United States Coast Guard. The undersigned has no interest, direct or indirect in the property contained in this Lease. The undersigned executes this Lease in compliance with all known statutes, regulations, Executive Orders, management and budget circulars, Commandant Instructions and policies. This Lease is entered into under the Authority 14 USC §907(b).

11. Modifications. Any modification or amendment to this lease shall be in writing and executed by duly authorized representatives of the Government and Lessor.

12. Ownership. The Lessor affirms and warrants that the Lessor owns and or possesses the property, has the authority to sign this lease, and such lease is and will be effective for and bind all heirs, assignors, executors, administrators and successors and to the Lessor for the described property. Lessor retains ownership of the leased asset(s), during the term of the Lease, and at the end of the term of the Lease.

13. Government's Liability. The Government in the manner and to the extent provided by the Federal Tort Claims Act (28 U.S.C Sections 2671-2680), shall be liable for claims for damages or cost and expenses, including but not limited to fire damage, loss of property, personal injury or death caused by the acts or omissions of the Government, its officers, invitees, employees and agents in the use of the property.

14. Payments. Payments shall be made by the U. S. Coast Guard Finance Center.

Commanding Officer (0240)  
U. S. Coast Guard Finance Center  
1430A Kristina Way  
Chesapeake, VA 23326-0240  
Phone: ( ) 800)564-5504, <https://www.work.uscg.mil/fincen/>

15. Electronic Funds Transfer. All payments under this Lease shall be made by electronic funds transfer (EFT). In the event the Lessor, during the performance of the Lease, elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the Lessor shall notify the Government Finance Center via the Internet, at <https://www.work.uscg.mil/fincen/enrollmentform/> no later than thirty (30) days prior to the date such change is to become effective. Lessor must register in the SAM database, [www.sam.gov](http://www.sam.gov).

16. Repair and Maintenance. The Lessor shall be responsible for repair and maintenance of the Leased Premises during the period of this Lease.



17. Officials not to Benefit. No Member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of the lease, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this lease contract if made with a corporation for its general benefit.

18. General Clauses. This lease incorporates the applicable clauses in GSA Form 3517A ("General Clauses"), with the same force and affect as if they were given in full text. Upon request, the Government will make the full text available or the full text may be found at <http://www.gsa.gov/leasingform>.

19. Administration. All administration of the subject lease will be carried out by the Government at the office listed below. If any changes relating to the sale of the property, or name and address of the Lessor are made, the Government shall be notified immediately in writing by the Lessor.

Commanding Officer  
U. S. Coast Guard  
Civil Engineering Unit Cleveland (pl)  
1240 E. 9th Street, Room 2179  
Cleveland, OH 44199-2060

20. Insurance. The Government is a self-insured entity.

21. Improvements. The Government shall have the right during the term of this lease to install, operate, maintain, repair and replace upon the Premises, any equipment and signs necessary for, or related or ancillary to, the performance of any Government mission or activity. Title to all property which the Government may place upon or attach to the Leased premises shall be and will remain the property of the Government, and the property of the Government will be removed or otherwise disposed of by the Government in accordance with applicable law. Upon termination of this lease, the Lessor shall permit the Government all reasonable access to the Premises for the purpose of removing or otherwise disposing of said equipment. If the Government fails to remove any of its equipment and signs within 30 days after the end of the term, then those items may be considered to be abandoned and Lessor should be able to remove them, store them at the Government's expense, or dispose of them without liability to the Government.

22. Ingress and Egress. The Government, its contractors, agents and other duly assigned personnel, shall have the right of ingress and egress at all times (including, but not limited to vehicular and pedestrian), with necessary equipment, to the Leased Premises and other necessary areas under the Lessor's control, access to which is necessary for the Government's full use of the Leased Premises.

23. Local Government Point of Contact.

Coast Guard Sector Lake Michigan  
Attn: Logistics Officer  
2420 S. Lincoln Memorial Drive  
Milwaukee, WI 53207  
( [REDACTED] )

24. Change of Ownership. The Lessor Representative shall notify the Government Representative within thirty (30) days of any transfer of ownership of the Leased premises.

25. Restoration. Upon revocation, expiration or surrender of this lease, and to the extent directed by the

Lessor, the Government shall remove all alterations, additions, and betterments made or installed by the Government and restore the property to the same or as good condition as existed on the effective date of this lease, reasonable wear and tear excepted.

26. Taxes and Assessments. The Government is not responsible or liable for any real property or personal property taxes, personal taxes, or assessments levied or assessed upon or against the Premises.

27. Notices. Written notices shall be sent by certified or registered mail, express or overnight mail or other comparable service, or delivered by hand. Said notice shall be effective on the date delivery is accepted or refused.

28. Severability. If any term or provision of this Lease is held invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each term and/or provision hereof shall be valid and enforced to the fullest extent permitted by law.

29. Integrated Agreement. This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease.

30. Assignment. This agreement may not be assigned by the Government.

31. Liens. Government shall not be responsible for any liens, claims, or encumbrances of any type that may be placed upon Lessor's property. The Government will not allow any liens to attach to the Property as a result of its activities.

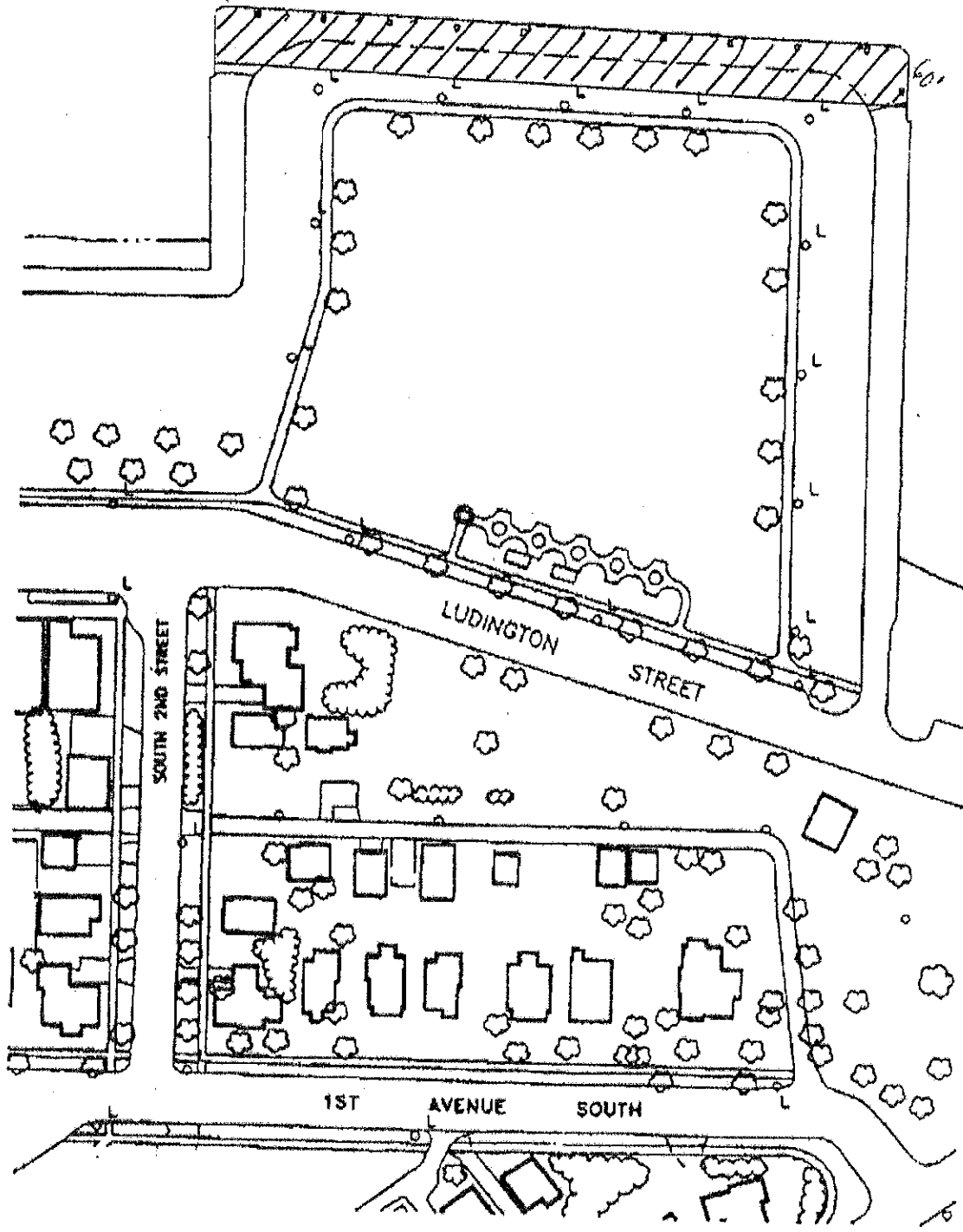
UNIVERSITY MICROFILMS

CITY OF ESCANABA, MI

PAGE 01

# SCANABA MUNICIPAL DOCK CITY OF ESCANABA, MI

NORTH WALL  
DOCKING @ 450'



ATTACHMENT "A"

**MUNICIPAL CERTIFICATION**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
of the Municipality named in the attached lease; that \_\_\_\_\_ who signed  
said lease on behalf of the Municipality was then \_\_\_\_\_ of  
said  
Municipality; that said lease was duly signed for and in behalf of said Municipality by authority of its  
governing body and is within the scope of its Municipal powers.

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**MUNICIPAL SEAL**

<b>ADDENDUM to the System for Award Management (SAM) REPRESENTATIONS AND CERTIFICATIONS (Acquisitions of Leasehold Interests in Real Property)</b>	<b>Request for Lease Proposals Number</b> HSCG83-23-1-0004	<b>Dated</b>
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This offer form obtains a mandatory representation that is not currently in SAM. Include this as a separate offer form as part of the Request for Lease Proposal (RLP) package and incorporate into final Lease contract.

*Complete appropriate boxes, sign the form, and attach to offer.*

*The Offeror makes the following additional Representations. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.*

**1. ANNUAL REPRESENTATIONS AND CERTIFICATIONS FOR LEASEHOLD ACQUISITIONS  
(APR 2015)**

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 531120, unless the real property is self-storage (#531130), land (#531190), or residential (#531110).
- (2) The small business size standard is 38.5 Million in annual average gross revenue of the concern for the last 3 fiscal years.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) The System for Award Management (SAM) is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements. The Offeror, by signing this addendum, hereby certifies he is registered in SAM.

☐ Registration Active and Copy Attached

**2. 552.203-72 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID  
DELINQUENT FEDERAL TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW  
(DEVIATION) (OCT 2013)**

- (a) In accordance with Sections 630 and 631 of Division of the Consolidated Appropriations Act, 2012 (Pub. L. 112-74), and Section 101 of the Continuing Appropriations Act, 2014 (Pub. L. 113-16) none of the funds made available by the Continuing Appropriations Act 2014 may be used to enter into a contract action with any corporation that--
  - (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government, or
  - (2) Was convicted, or had an officer or agent of such corporation acting on behalf of the corporation convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation or such officer or agent and made a determination that this action is not necessary to protect the interests of the Government.
- (b) The Contractor represents that—

GSA FORM 3518-SAM PAGE 1 (04/15)

- (1) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- (2) It is ☐ is not ☐ a corporation that was convicted, or had an officer or agent of the corporation acting on behalf of the corporation, convicted of a felony criminal violation under any Federal law within the preceding 24 months.

OFFEROR OR LEGALLY AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE)  City of Escanaba 410 Ludington Street, P.O. Box 948 Escanaba, Michigan 49829  _____ Signature	TELEPHONE NUMBER    _____ Date
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## **City Council Agenda Item Request**

Date: 9/30/2022

Name: Mayor and City Council

Department: City Council

Item: City Council and City Manager Discussion on Contract Presented by Contract Committee

Meeting date requested:10/06/2022

Explanation for request:

**CITY OF ESCANABA  
EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT (Agreement") is made and entered into as of [DATE], between the CITY OF ESCANABA, State of Michigan, a Municipal Corporation ("City") and PATRICK S. JORDAN ("Mr. Jordan").

WHEREAS the City desires to employ the services of Mr. Jordan as City Manager of the City;

WHEREAS Mr. Jordan desires to be employed as City Manager of the City; and

WHEREAS the City and Mr. Jordan desire to provide for certain terms and conditions of such employment.

NOW, THEREFORE, in exchange for consideration in, or referred to by, this Agreement, the City and Mr. Jordan agree as follows:

1. Position and Duties

(a) The City hereby agrees to employ Mr. Jordan full time and Mr. Jordan agrees to be so employed as the City Manager of the City pursuant to the terms and conditions of this Agreement. Mr. Jordan agrees to remain in the exclusive employ of the City, unless otherwise specifically agreed to in advance in writing by the City, through the term of this Agreement or, if earlier, until the employment relationship is terminated pursuant to the terms of this Agreement. The term "employ" shall not be constructed to include volunteer work or related activities performed on Mr. Jordan's own time, so long as his engagement in such activities does not detract from his performance of his duties and responsibilities for the City.

(b) As City Manager, Mr. Jordan shall perform the duties and responsibilities specific in the City Personnel Rules and Regulations, and all applicable City ordinances, state laws, and federal laws. Mr. Jordan shall also perform the duties assigned to him by the City. Mr. Jordan will be active in the day-to-day operation and management of the City. This shall include the hiring, supervision, evaluation, and discipline of all City Employees. Mr. Jordan shall keep the City advised of all disciplinary actions more severe than a suspension-without-pay and all terminations of City Employees which are involuntary, except termination of probationary employees.

(c) Mr. Jordan shall also advise the City of any and all demands for arbitration, administrative charges, or litigation and keep the City updated as to the status of the same. The City shall retain the sole and exclusive right to determine whether to settle (including the terms of any settlement) or contest any and all claims or threatened claims involving the City, and Employees acting within the scope of their authority as City Employees, including those claims related to the City Personnel Rules and



Regulations, except when by official action, the City determine otherwise, or the law otherwise provide.

(d) Mr. Jordan will retain the right to make passive investments and participate in charitable service to benefit the City, as long as the City determines that those engagements do not interfere with the performance of Mr. Jordan's duties.

(e) Mr. Jordan may take some personal time off within the City of Escanaba during normal business hours as long as his absence will not interfere with the efficient operation of City business and Mr. Jordan is immediately available by telephone during said time off. Mr. Jordan shall undertake such duties and assume such responsibilities at all times in compliance with the International City Managers Association Code of Ethics ("ICMA Code of Ethics").

(c) Both the City and Mr. Jordan acknowledge the position of City Manager is not a "remote" work position and the Manager is expected be in the office most often to ensure the highest possible level of communication, professionalism, and efficiency within the city.

(d) Mr. Jordan shall live and maintain residence within Delta County throughout the Term of Employment.

## 2. Term of Employment.

(a) Mr. Jordan will be employed on an at-will basis. Either the City or Mr. Jordan may terminate Mr. Jordan's employment at any time, for any reason or no reason at all. Mr. Jordan's employment hereunder shall commence on the Effective Date and continue for twelve (12) months (the "Initial Term") and for successive periods of one (1) year (such date and each annual anniversary thereof, a "Renewal Date"), unless either party provides written notice of its intention to not extend the term of the Agreement at least thirty (30) days prior to the applicable Renewal Date or terminates earlier pursuant to Section 4. The period during which Mr. Jordan is employed by the City is hereinafter referred to as the "Employment Term."

## 3. Compensation and Benefits.

(a) Compensation. The City agrees to pay the City Manager for his services rendered to this agreement in the sum of [SALARY AMOUNT], which salary will be payable by the City in regular installment in accordance with the City's general payroll practices in effect from time-to-time. The City shall endeavor to comply with applicable tax laws, rules, regulations, and requirements and, accordingly, shall withhold such amounts and report such payments in such a manner as it reasonably deemed necessary and proper. The salary for any partial year will be prorated based upon the number of days elapsed in such year. Salary will be generally reviewed in conjunction with Mr.

Jordan's annual performance evaluation, and any change to the salary will be communicated by the City to Mr. Jordan in writing.

(b) Benefits.

(i) City Employee Benefits. Mr. Jordan will be entitled to participate in all of the City's employee benefit programs for which City employees are generally eligible in accordance with the terms and conditions of such programs as the same may be modified from time to time. Currently, such benefits include: hospitalization surgical, dental, vision, and comprehensive medical insurance for himself and his dependents.

(ii) Disability. If Mr. Jordan is disabled or otherwise unable to perform his duties because of sickness, a non-work-related accident, non-work-related injury, mental incapacity, or ill health, he shall be eligible for disability leave upon exhausting all accrued paid time off. Disability leave shall be unpaid and shall be at the sole discretion of the City for a time period of up to [NUMBER] months. If, upon the expiration of the disability leave approved by the City, Mr. Jordan is unable to return to work at that time, the City shall have the option to terminate the employment of the Mr. Jordan consistent with Section 4.3.

(iii) Personnel Policies for new Non-Bargaining Unit Employees. All applicable provisions of the "Personnel Policies for new Non-Bargaining Unit Employees" as they may be amended from time-to-time, shall apply to Mr. Jordan as they would to other employees of the City, except as the terms and conditions of this agreement may preclude them or modify them.

(iv) Retirement. The City shall contribute according to the current City policy documented in the (Non-Union Employees Handbook and Uniform Fringe Benefit Program as amended) to the M.E.R.S. defined contribution retirement account on behalf of Mr. Jordan. Mr. Jordan may alternatively participate in the City 401(a) qualified saving program with a [PERCENTAGE]% match by the City.

(v) Paid Time Off. [NUMBER OF DAYS] days of personal paid time off per year, administered pursuant to the City's policies for paid time off.

(vi) Vehicle Allowance. During the term of this Agreement, Mr. Jordan shall be assigned a City vehicle for City business and personal use only within Delta County, Michigan. The vehicle shall remain the property of the City and shall be returned upon termination of employment.

(vii) Cell Phone. During the term of this Agreement, Mr. Jordan shall receive a cell phone allowance of Fifty and no/100 Dollars (\$50.00) per month and will reimburse Mr. Jordan for long distance charges made for City Business upon presentation of appropriate documentation as compensation for business use of his personal cell phone.

(viii) Computer. During the term of this Agreement, Mr. Jordan shall be assigned a City computer to use for City business. The computer shall remain the property of the City and shall be returned upon termination of employment

(ix) Professional Development. During the term of this Agreement, the City shall pay dues for the State and National City Manager's Association and one local service organization on behalf of Mr. Jordan.

(c) Withholding. All amounts payable to Mr. Jordan as compensation hereunder shall be subject to all required and customary withholding by the City.

4. Termination of Employment. The Employment Term and Mr. Jordan's employment hereunder may be terminated by either the City or Mr. Jordan at any time and for any reason; provided that, unless otherwise provided herein, either party shall be required to give the other party at least sixty (30) days' advance written notice of any termination of Mr. Jordan's employment. Upon termination of Mr. Jordan's employment during the Employment Term, Mr. Jordan shall be entitled to the compensation and benefits described in this Section 4 and shall have no further rights to any compensation or any other benefits from the City.

4.1 Expiration of the Term for Cause; Resignation.

(a) Mr. Jordan's employment hereunder may be terminated by the City for Cause or by Mr. Jordan's resignation. If Mr. Jordan's employment is terminated by the City for Cause or by Mr. Jordan's resignation, Mr. Jordan shall be entitled to receive the following "Accrued Amounts":

(i) any accrued but unpaid salary [and accrued but unused PTO] which shall be paid on the pay date immediately following the Termination Date (as defined below) in accordance with the City's customary payroll procedures;

(ii) reimbursement for unreimbursed business expenses properly incurred by Mr. Jordan, which shall be subject to and paid in accordance with the City's expense reimbursement policy; and

(iii) such employee benefits, if any, to which Mr. Jordan may be entitled under the City's employee benefit plans as of the Termination Date; provided that, in no event shall Mr. Jordan be entitled to any payments in the nature of severance or termination payments except as specifically provided herein.

(b) For purposes of this Agreement, "Cause" shall mean:

(i) failure to perform his duties under this Agreement;

- (ii) dishonesty, illegal conduct, or misconduct;
- (iii) embezzlement, misappropriation, or fraud, whether or not related to his employment with the City;
- (iv) a conviction of or a plea of guilty or nolo contendere to a crime that constitutes a felony (or state law equivalent) or a crime that constitutes a misdemeanor involving moral turpitude;
- (v) a violation of a material City policy or ordinance;
- (vi) a violation of the ICMA Code of Ethics; or/and

(c) Except for a failure, breach, or refusal which, by its nature, cannot reasonably be expected to be cured, Mr. Jordan shall have fifteen (15) calendar days from the delivery of written notice by the City within which to cure any acts constituting Cause; provided however, that, if the City reasonably expects irreparable injury from a delay of fifteen (15) calendar days, the City may give Mr. Jordan notice of such shorter period within which to cure as is reasonable under the circumstances, which may include the termination of Mr. Jordan's employment without notice and with immediate effect. The City may place Mr. Jordan on paid leave for up to fifteen (15) days while it is determining whether there is a basis to terminate his employment for Cause. No minor or incidental breach by Mr. Jordan of this Agreement shall be deemed insusceptible to cure or to cause irreparable injury, and the fifteen (15) day cure period shall apply to any such minor or incidental breach.

4.2 Without Cause. The Employment Term and Mr. Jordan's employment hereunder may be terminated by the City without Cause. In the event of such termination, Mr. Jordan shall be entitled to receive the Accrued Amounts and, subject to his execution of a release of claims in favor of the City in a reasonable form provided by the City (the "Release"), Mr. Jordan shall be entitled to receive continued base salary for three (3) months following the Termination Date payable in equal installments in accordance with the City's normal payroll practices, but no less frequently than monthly, which shall commence within ten (10) days of Mr. Jordan executing the Release;

4.3 Death or Disability. Mr. Jordan's employment hereunder shall terminate automatically upon his death during the Employment Term, and the City may terminate Mr. Jordan's employment on account of his Disability. If Mr. Jordan's employment is terminated during the Employment Term on account of his death or Disability, Mr. Jordan (or his estate and/or beneficiaries, as the case may be) shall be entitled to receive only the Accrued Amounts. Notwithstanding any other provision contained herein, all payments made in connection with Mr. Jordan's Disability shall be provided in a manner

which is consistent with City ordinances, rules, regulations, and policies and applicable federal and state law. For purposes of this Agreement, "Disability" shall mean Mr. Jordan's inability, due to physical or mental incapacity, to perform the essential functions of his job, for one hundred eighty (180) days out of any three hundred sixty-five (365) day period, in the reasonable determination of the City.

5. Performance Evaluation. The City shall review and evaluate the performance of Mr. Jordan as City Manager at least annually. Such annual review and evaluation shall be conducted in accordance with specific criteria developed jointly by the City and Mr. Jordan. Said criteria may be added to, deleted from, or revised as the City may, from time-to-time, determine in consultation with Mr. Jordan. Further, the City shall provide Mr. Jordan with a written summary of its evaluation and provide an opportunity for Mr. Jordan to discuss his evaluation with the City.

6. Indemnification. The City shall provide Mr. Jordan with errors and omissions insurance coverage in an amount and scope consistent with the City's policies as in effect from time to time, which policies may be subject to changes during the Employment Term. Subject to the forgoing, the City shall defend, save harmless, and indemnify Mr. Jordan against any tort, professional liability claim or demand, or other legal action, whether on groundless or otherwise, arising out of any alleged act or omission occurring in the performance of Mr. Jordan's duties and/or assumption of responsibilities as City Manager, in accordance with the City's policies as in effect from time to time. The City shall actively defend or cause to be defended any such claim or lawsuit and may compromise or settle any such claim or suit (in its discretion) and will pay the amount of any settlement or judgment rendered. The City may withhold said indemnification only in the event that the litigation and/or claim arises out of illegal or immoral activity committed by Mr. Jordan or if Mr. Jordan's actions fall outside the scope of his employment duties. In such event, the City's obligations under this Section 6 are entirely voluntary and within the sole discretion of the City.

7. Confidentiality. In the course of Mr. Jordan's employment, the City may gather and maintain information which the City treats as Confidential. Mr. Jordan may be provided access to such Confidential Information in the course of performing duties for the City. Mr. Jordan will not use or disclose to any third party any Confidential Information, either during the employment relationship or following termination for any reason, except as authorized in connection with Mr. Jordan's duties on behalf of the City. In the event Mr. Jordan is judicially determined to have breached this obligation in any legal action to enforce the City's rights under this Agreement, the City shall be entitled to recover, in addition to any damages, its attorney fees and costs incurred in enforcing its rights under the agreement.

8. Bonding. The City shall bear the full cost of any fidelity or other bonds required of Mr. Jordan under any law or ordinance.

9. Applicable Law. The validity, construction, and enforcement of this Agreement shall be governed and construed in accordance with the laws of the State of Michigan.

10. Completed Agreement. This Agreement is the entire agreement between the City and Mr. Jordan, and it supersedes any prior or contemporaneous agreements, understandings, or arrangements, whether written or oral.

11. Modification. This Agreement may not be amended or modified except in writing signed by both the City and Mr. Jordan.

12. Severability. Should any provision of this Agreement be held by a court of competent jurisdiction to be enforceable only if modified, or if any portion of this Agreement shall be held as unenforceable and thus stricken, such holding shall not affect the validity of the remainder of this Agreement, the balance of which shall continue to be binding upon the parties with any such modification to become a part hereof and treated as though originally set forth in this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written above.

PATRICK S. JORDAN

CITY OF ESCANABA

\_\_\_\_\_  
By: \_\_\_\_\_  
Date: \_\_\_\_\_ Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Agenda Item: NB-2  
Date: 10-06-2022

## City Council Agenda Item Request

Date: 9/22/2022

Name: Jeff Lampi

Department: Wastewater Department

Item: Wastewater Treatment Plant Asset Management Plan

Meeting date requested: 10/06/2022

Explanation for request:

Administration is requesting Council's approval to retain C2AE from Escanaba, MI, for professional services with regard to the Wastewater Treatment Plant's Asset Management Plan in an amount not to exceed \$29,750.00.

Attached is a letter from C2AE with regard to the Proposal for Professional Services for the Wastewater Treatment Plant's Asset Management Plan.

September 20, 2022

Mr. Jeff Lampi  
Utilities Superintendent  
City of Escanaba  
PO Box 948  
Escanaba, MI 49829

**Re: Proposal for Professional Services: Wastewater Treatment Plant Asset Management Plan**

Dear Mr. Lampi:

We are pleased to offer our services for updating the asset management plan (AMP) for the Escanaba Wastewater Treatment Plant (WWTP). C2AE has worked with the City from planning and design through construction of the new WWTP and have an in-depth knowledge of the facility and components. With the plant construction finalizing in the near future, preparing an asset management plan for the facility is the next step as required by EGLE.

**PROJECT UNDERSTANDING**

The City of Escanaba is in the process of completing the reconstruction of the WWTP that services the City of Escanaba. Construction began on the project in June of 2020 with final punch list items and close out procedures remaining. Majority of the process components of the WWTP have been upgraded and/or modified leaving the original AMP obsolete. A new report and AMP is needed for the plant as required by EGLE.

Items of work shall be consistent with the previous AMP developed for SAW. This includes the necessary work for:

1. Asset Inventory and Condition Assessment throughout the facility
2. Level of Service of the Assets
3. Criticality of Assets
4. Revenue Structure
5. Long-term Funding/Capital Improvement Planning

**SCOPE OF SERVICES**

Our services shall include the following in developing and implementing an Asset Management Plan for the WWTP.

**GENERAL**

Kickoff Meetings

Meet with the City to review the project requirements, including the scope of services and schedules. We will also discuss City staff for inventory assistance and scheduling.



### Progress Meetings

Schedule and conduct progress meetings with the City, as required, to review the project status, prepare minutes summarizing the discussions and distribute to the City.

### Asset Inventory and Condition Assessment

It is intended to use EGLE's basic asset management spreadsheet to organize the information and produce the Capital Improvement Plan and budget input data.

1. The first step is to break the process train into components. For your particular plant, we have developed the following general categories and or components for asset grouping:
  - a. Headworks
  - b. Grit Chamber
  - c. Rapid Mix Chamber
  - d. Primary Clarifiers
  - e. Stabilization Tank/Equalization Tank
  - f. Final Clarifiers
  - g. Disinfection
  - h. Sludge Handling
  - i. Chemical Storage and Feed Systems
  - j. Plant Structures and Administration Building
2. The next step is to break the assets down within each process component to real assets (buildings) lasting over 25 years; and operating components lasting less than 25 years. Once this is completed, the field effort is required to collect the data
  - a. Assess condition of real assets by visual inspection and interviews with staff
  - b. Create a list of major operating components for each process area. Items such as:
    - i. Pumps
    - ii. Valves
    - iii. Motor Controls/VFD's
    - iv. Aerators
    - v. Major Equipment
    - vi. Samplers
3. For each process group, make a list of the following:
  - a. Major electrical components
  - b. Major instrumentation and SCADA
  - c. Safety Equipment

4. For each building or process area as well as laboratory facilities a list of:
  - a. Major HVAC components
  - b. System control/SCADA
  - c. Laboratory/analysis equipment
  - d. Office equipment
  - e. Utilize operating manuals and name tag data for each component
  - f. Assess component condition – visual inspection

Data collection as part of items 1-6 will be used to create the system data base. The data documenting the condition and remaining useful life will be incorporated in the spreadsheet for all components in the system.

#### Level of Service

Review the current level of service prepared for SAW and discuss with the City any modifications to be implemented into a new service level for the WWTP. Options between limits of service verses cost will be the focal point.

#### Assessment of Criticality

This step will utilize a numeric numbering system to rate the level of service and calculate the criticality of a component. Inputs to make this determination shall include consideration of a component's current condition, redundancy, and likeliness of failure. Criticality is important as the system prioritizes the needed financial attention.

Our services related to the criticality assessment of the Wastewater Treatment Plant will include an evaluation of the process components and recommendations as to improvements that should be anticipated in capital planning in the future, which we shall call the systems condition and efficiency evaluation. Process items shall be reviewed as to their current effectiveness and efficiency. Consideration shall be given to the ability to meet future NPDES requirements. A report of the finding shall be completed for inclusion in the WAMP to document needs for capital improvements planning.

Note: The above assumes ADA evaluation will not be necessary because the facility is not normally used by the public.

Specialized vendors may be contracted for some assessments (e.g. licensed electrician) by the Owner to establish the condition and remaining usable life for components.

#### Operations and Maintenance Strategies

The asset list and prioritization shall guide the creation of a matrix containing asset major maintenance and replacement needs by year. An attempt will be made to identify these annual costs. To complete this, the following steps will be taken

1. Determine remaining useful life
2. Determine year and cost of replacement or major upgrade
3. Determine which of these costs should be capitalized
4. Determine by straight line methods how much should be set aside annually

This information, once gathered, is critical to the creation of the equipment replacement list, which will be used to determine the funding of the equipment replacement account.

#### Long Term Capital Plan

Once the WAMP information is complete, a Capital Improvement Plan can be completed for both short and long term planning. The concept of this plan is to attempt to forecast major capital improvement projects in the future, and begin to plan for the method of payment for these improvement projects.

It is anticipated that most capital improvement projects will be financed, but there may be components to be covered by the operating budget, and these expenses can then be worked into the operating budget to determine revenue needs. The impact on rates is then determined and rate adjustment for the short term improvements can be implemented.

#### Operations, Maintenance Costs and Revenue Structure – Financial Plan

The last step is reviewing the existing plant rate structure for comparison against planned improvements and projects. C2AE will coordinate potential capital improvements with the City's accounting staff for inclusion into the City's long term budget projections.

#### **ASSUMPTIONS:**

1. Data acquired through previous studies, As-built construction drawings, shop drawings, reports and assessments will be used during preparation of this report.

#### **SCHEDULE**

Kick off Meeting with City of Escanaba	September 26 <sup>th</sup> , 2022
Asset Inventory and Condition Assessment	October 2022
Level of Service and Criticality	November 15, 2022
Long Term Capital Improvement Plan	November 30, 2022
Final Report Preparation	December 15, 2022

C2AE is available to meet the Cities schedule. The above represents an example timeline to complete the proposed scope of work.

**FEE**

The following are our engineering costs to perform the scope of work discussed above:

Gather and review WWTP documentation:	\$2,200
Asset Inventory, identification, log and services life:	\$8,450
Equipment Assessment:	\$2,200
Criticality assessment/Replacement cost evaluation:	\$8,450
Asset Management Report/Capital Improvement Plan:	<u>\$8,450</u>
<b>TOTAL:</b>	<b>\$29,750</b>

Invoices will be forwarded on a monthly basis reflecting the level of work completed and are due upon receipt.

We appreciate the opportunity to submit this proposal for consideration and look forward to working with the City on this project. If the terms stated in this proposal are acceptable, please countersign and return one (1) copy to our off ice. If you have questions regarding our proposal, please contact us. Thank you.

Sincerely,

C2AE



Darren Pionk, P.E

Project Manager

Accepted: CITY OF ESCANABA, MICHIGAN

By: \_\_\_\_\_

Date: \_\_\_\_\_

Agenda Item: NB-3  
Date: 10-06-2022

## City Council Agenda Item Request

Date: 9/22/2022

Name: Jeff Lampi

Department: Water Department

Item: DWSRF/CDBG Water Treatment Plant (WTP) Construction Services

Meeting date requested: 10/06/2022

Explanation for request:

Administration is requesting Council's approval to retain professional services from C2AE of Escanaba, MI, to do engineering for construction of the DWSRF/CDBG WTP Project in an amount not to exceed \$267,200.00 for DWSRF and \$172,000.00 for CDBG for a total amount not to exceed \$439,200.00.

Attached is a letter from C2AE with regard to the Proposal for Professional Services for the construction along with the previously attached EJCDC Agreement for Professional Services for the WTP Improvement Project.



1211 Ludington St.  
Escanaba, MI 49829  
O: 906.233.9360  
www.c2ae.com

September 9, 2022

Mr. Jeff Lampi  
Utilities Superintendent  
City of Escanaba  
PO Box 948  
Escanaba, MI 49829

**Re: Proposal for Professional Services: DWSRF / CDBG WATER TREATMENT PLANT (WTP) CONSTRUCTION SERVICES**

Dear Mr. Lampi:

Funding has been secured with DWSRF and MEDC for the Water Treatment Plant Project so that construction may begin on the new treated water reservoir and plant upgrades. It is very fortunate that we were able to secure an additional \$500,000 of CDBG grant funds that will be used towards the construction activity at the plant. This brings the total CDBG grant amount to \$2.3 million.

Previously, we have been approved by the City of Escanaba to proceed with the project through Final Engineering and Bidding. In order for the project to proceed through construction, C2AE is requesting approval to proceed with final phase of engineering which includes construction administration of the project.

I have attached the previously executed EJCDC Agreement for Professional Services (Appendix 1-4 to Exhibit C) prepared for the Water Plant Improvement Project. C2AE is requesting the City of Escanaba authorize C2AE to proceed with the following Engineering Services line items for the duration of the construction project.

**DWSRF Water Plant**

Construction Engineering:	\$ 78,700
Post Construction Phase:	\$ 50,000
RPR Services:	\$115,000
Performance Certification:	\$ 15,000
Start-up Services:	<u>\$ 8,500</u>
	<b>\$267,200</b>

**CDBG Grant Reservoir**

Construction Engineering:	\$50,000
Post Construction Phase:	\$24,000
RPR Services:	\$69,000
Performance Certification:	\$ 5,000
Start-up Services:	\$ 4,000
Construction Layout Control:	\$ 5,000
Construction Compaction Testing:	\$10,000
Construction Storm Water Monitoring:	<u>\$ 5,000</u>
	<b>\$172,000</b>

**\$439,200 Total Both Divisions**

This cost of services outlined above are identical to what has been programmed into the funding agency budgets and previously approved by the City. Engineering Costs can be reimbursable to the City as the project progresses throughout construction.

C2AE thanks the City of Escanaba for the opportunity to work in our home town and continue to make a better community. We look forward to working with you and your staff on this very important project.

Respectfully,

Darren Pionk, P.E.  
Project Manager

This is **Appendix 1** to **EXHIBIT C**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 10-25-21.

### **Reimbursable Expenses Schedule**

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Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

Fluke Scopemeter	\$40/day
GPS Machine	\$250/day
Nuclear Density Meter	\$30/day
Traffic Counters	\$60/count
Robotic Total Station	\$25/hour
Mileage	Prevailing IRS Allowable Rate
Meals	At Cost
Per Diem	\$125/day

2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.
4. **Services Identified in Exhibit 'B' as Additional Engineering Services made part of this agreement:**

a. Soil Borings	\$ 6,500
b. Part I & II Application	\$ 7,500
c. Control Survey	\$ 6,000
d. SHPO Required Archaeological Investigation During Design	\$ 3,500
e. Easements and Related Surveys	\$ 2,500
f. Environmental Permits – Discussion with EGLE	\$ 7,500
g. Construction Layout Survey Control	\$ 5,000
h. Construction Compaction Testing	\$10,000
i. Construction Storm Water Monitoring	\$ 5,000
j. Part III Application	\$ 5,500
k. Performance Certificate	\$20,000
l. Start-up Services	<u>\$12,500</u>

<b>TOTAL</b>	<b>\$91,500</b>
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This is Appendix 2 to EXHIBIT C, consisting of 11 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated 10-25-21.

### **Standard Hourly Rates Schedule**

**A. Standard Hourly Rates:**

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

**B. Schedule:**

Hourly rates for services performed on or after the date of the Agreement are:

**Classification    Hourly Billing Rate**

Professional VIII	\$190.00
Professional VI	\$135.00
Professional IV	\$130.00
Professional III	\$115.00
Engineering Tech VI	\$85.00
Engineering Tech IV	\$75.00
Engineering Tech II	\$50.00
Administrative III	\$55.00

- (1) The foregoing rates include employee fringe benefits, computer time, overhead, other indirect costs and profit. Legal proceedings, including but not limited to case preparation, depositions, interrogatories, court appearances, will be billed at the above hourly rates plus ten percent.
- (2) Rates are effective through December 31, 2021.
- (3) Expenses will be invoiced at cost plus a ten (10) percent administrative fee. Mileage will be billed at the IRS allowable rate; the current rate is \$0.565 per mile for project related mileage. Meals will be billed at \$7.50 each. Large scale reproduction (over 11"x17") will be billed at \$0.16 per square foot.
- (4) All invoices are due upon receipt.
- (5) The information contained herein is confidential and is not to be duplicated, used or disclosed in whole or in part, for any purpose other than for which it has been submitted. Duplication, use or disclosure will be permitted only by authorization of one of the firm's principals.

This is Appendix 3 to EXHIBIT C, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated 10-25-21.

## **Division A and Division B Engineering Breakdown**

### **Division A (Water Plant Components):**

- *Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment*
  - C. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer's Resident Project Representative, if any, as follows:
    1. A Lump Sum amount of \$275,700 based on the following estimated distribution of compensation:

a. Basis of Design	\$ 40,000
b. Preliminary Design Phase	\$ 60,000
c. Final Design Phase	\$ 24,000
d. Bidding and Negotiating Phase	\$ 23,000
e. Construction Phase	\$ 78,700
f. Post-Construction Phase	\$ 50,000
- *Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment*
  - A. Owner shall pay Engineer for Resident Project Representative Basic Services as follows:
    1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be \$115,000 based upon full-time RPR services on an eight-hour workday, Monday through Friday, over a 106 day construction schedule.

- *Service identified in Exhibit "B" as Additional Engineering Services made part of this agreement:*

a.	Part I & II Application	\$ 7,500
b.	SHPO Required Archaeological Investigation During Design	\$ 3,500
c.	Environmental Permits – Discussion with EGLE	\$ 4,500
d.	Part III Application	\$ 5,500
e.	Performance Certificate	\$15,000
f.	Start-up Services	<u>\$ 8,500</u>

<b>TOTAL</b>	<b>\$44,500</b>
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Total Engineering Division A (Plant Components): \$435,200

This is **Appendix 4** to **EXHIBIT C**, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated 10-25-21.

#### **Division A and Division B Engineering Breakdown**

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##### **Division B (Clearwell):**

- *Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment*
  - B. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer's Resident Project Representative, if any, as follows:
    - 1. A Lump Sum amount of \$184,000 based on the following estimated distribution of compensation:

a. Basis of Design	\$ 40,000
b. Preliminary Design Phase	\$ 40,000
c. Final Design Phase	\$ 16,000
d. Bidding and Negotiating Phase	\$ 14,000
e. Construction Phase	\$ 50,000
f. Post-Construction Phase	\$ 24,000
- *Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment*
  - C. Owner shall pay Engineer for Resident Project Representative Basic Services as follows:
    - 1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be \$69,000 based upon full-time RPR services on an eight-hour workday, Monday through Friday, over a 64 day construction schedule.

- *Service identified in Exhibit "B" as Additional Engineering Services made part of this agreement:*

a.	Soil Borings	\$ 6,500
b.	Control Survey	\$ 6,000
c.	Easements and Related Surveys	\$ 2,500
d.	Environmental Permits – Discussion with EGLE	\$ 3,000
e.	Construction Layout Survey Control	\$ 5,000
f.	Construction Compaction Testing	\$10,000
g.	Construction Storm Water Monitoring	\$ 5,000
h.	Performance Certificate	\$ 5,000
i.	Start-up Services	<u>\$ 4,000</u>
TOTAL		\$47,000

Total Engineering Division B (Clearwell): \$300,000

Agenda Item: NB-41  
Date: 10-06-2022

## City Council Agenda Item Request

Date: Sept. 23, 2022

Name: Patrick Jordan

Department: Administration

Item: Request for Road Closure for Christmas Parade Dec. 2

Meeting date requested: October 6, 2022

Explanation for request:

Administration received a request for closure of Ludington St. for the annual Christmas parade December 2, 2022 at 7:00pm.

## Escanaba Christmas Parade

9/23/2022

Mr. Patrick Jordan

Escanaba City Manager

410 Ludington Street

Escanaba, MI 49829

Dear Patrick,

Good morning, I am sending you the annual request letter, the Christmas Parade is scheduled for December 2nd, 7P.M. Listed below is the annual request for services.

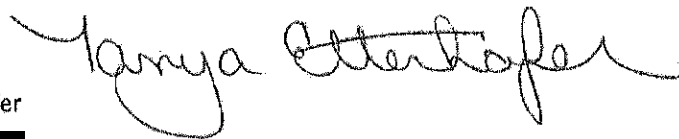
- Parade Permit
- Police escort Friday evening
- Participation of City Fire Truck
- Participation of the City Band
- Opening of the Civic Center for warm-up
- 10 barricades and 12 cones to be dropped off at the water tower

The parade route will go from the Civic Center east down Ludington Street turning at City Hall. The parade line-up and Judging starts at 6pm, with the parade hitting the street at 7p.m.

Thank you and your staff for the extra work they do to make this a special event for Escanaba.

Sincerely,

Tanya Ettenhofer



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

**DATE(S) OF EVENT:** December 2nd, 2022  
Day of Week, Month, Day, Year (Example: Saturday, October 29, 2016)

**NAME OF EVENT:** Christmas Parade

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

Organization: Community Volunteer

Contact Person: Tanya Eitenhofer

Daytime Phone: [REDACTED]

Address: [REDACTED]

Evening Phone: [REDACTED]

City, State Zip: 49829

E-mail: [REDACTED]

Website: \_\_\_\_\_

Event Phone: \_\_\_\_\_

Charitable Org #: \_\_\_\_\_

Fax: \_\_\_\_\_

(If applicable)

Alternate Contact: \_\_\_\_\_

(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: Down Main Street

☒ 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>12/2/2022</u> TIME: <u>7pm</u>	<b>Event Ends</b> DATE: <u>12/2/2022</u> TIME: <u>9:30pm</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>12/2/2022</u> TIME: <u>4:00pm</u>	<b>Tear-down End</b> DATE: <u>12/2/2022</u> TIME: <u>10:00pm</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.



☒ Parade      ☐ Cycling      ☐ Festival/Event  
☐ Run      ☐ Walkathon      ☐ Other (specify): \_\_\_\_\_

☐ 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

Tanya Ettenhofer  
Print Name

09/23/2022  
Date

Agenda Item: NR-5  
Date: 10-06-2022

## City Council Agenda Item Request

Date: 9/29/22

Name: Wendy Taavola

Department: Engineering/Public Works

Item: Approval - N 30th Street Bypass Lane Construction - Anderson Excavating

Meeting date requested: 10/6/22

Explanation for request:

Administration is requesting council approval to contract with Anderson Excavating at the submitted unit prices for the work necessary to construct the road base of the N. 30th Street Bypass Lane.

## Engineer's Opinion of Costs

<b>Project Number:</b>	21-0005	<b>Project Engineer:</b>	Wendy Taavola
<b>Estimate Number:</b>	1: 6th Ave No & No 30th St Bypass Lane	<b>Date Created:</b>	4/12/2021
<b>Project Type:</b>	Miscellaneous	<b>Date Edited:</b>	9/29/2022
<b>Location:</b>	6th Ave No & No 30th St	<b>Fed/State #:</b>	
<b>Description:</b>	Bypass Lane	<b>Fed Item:</b>	
		<b>Control Section:</b>	

Line	Pay Item	Description	Quantity	Units	Unit Price	Total
<b>Category: 0001 Anderson Excavating</b>						
0001	2050011	Embankment, LM	325.000	Cyd	\$16.50	\$5,362.50
0002	2050016	Excavation, Earth	1,000.000	Cyd	\$11.00	\$11,000.00
0003	2080036	Erosion Control, Silt Fence	200.000	Ft	\$4.50	\$900.00
0004	3020026	Aggregate Base, 10 inch	762.000	Syd	\$13.00	\$9,906.00
0005	3070128	Shoulder, CI II, 6 inch	450.000	Syd	\$11.50	\$5,175.00
<b>Category 0001 Total:</b>						<b>\$32,343.50</b>