



CITY COUNCIL

MEETING AGENDA

November 7, 2019

Marc D. Tall, Mayor
Ronald J. Beauchamp, Mayor Pro Tem
Ralph B. Blasier, Council Member
Michael R. Sattem, Council Member
Peggy O'Connell, Council Member

Patrick S. Jordan, City Manager
Phil DeMay, City Clerk
John Bergman, City Attorney

[City Council Chambers located at: City Hall – 410 Ludington Street – Room C101 – Escanaba MI 49829](#)

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

Regular Meeting

Thursday, November 7, 2019, at 7:00 p.m.

CALL TO ORDER

ROLL CALL

INVOCATION/PLEDGE OF ALLEGIANCE –

Pastor Scott Breault of New Life Assembly of God Church

APPROVAL/CORRECTION(S) TO MINUTES –

Regular Meeting – October 17, 2019

APPROVAL/ADJUSTMENTS TO THE AGENDA

CONFLICT OF INTEREST DECLARATION(S)

BRIEF PUBLIC COMMENT(S)

PUBLIC HEARINGS

UNFINISHED BUSINESS

NEW BUSINESS

- 1. First Reading of Ordinance No. 1215, An Ordinance to Amend Chapter XIII of Appendix A as Codified Under the Code of Ordinances with the addition of Self-Storage Units and Setting the Date of Thursday, November 21, 2019, for Second Reading, Public Hearing, and Adoption.**

Explanation: Administration is requesting the City Council to consider this the first reading of Ordinance No. 1215, An Ordinance to Amend Chapter XIII of Appendix A as Codified Under the Code of Ordinances with the addition of Self Storage Units. Additionally, Administration is requesting that the City Council set November 21, 2019, for the second reading, public hearing and adoption of Ordinance No. 1215.

- 2. First Reading of Ordinance No. 1216, An Ordinance to Amend Chapter XV of Appendix A as Codified Under the Code of Ordinances with the addition of Self Storage Units and Setting the Date of Thursday, November 21, 2019, for Second Reading, Public Hearing, and Adoption.**

Explanation: Administration is requesting the City Council to consider this the first reading of Ordinance No. 1216, An Ordinance to Amend Chapter XV of Appendix A as Codified Under the Code of Ordinances with the addition of Self Storage Units. Additionally, Administration is requesting that the City Council set November 21, 2019, for the second reading, public hearing and adoption of Ordinance No. 1216.

- 3. Update – Rural Energy Savings Plan - Electric.**

Explanation: Administration would like to provide an update on the Rural Energy Savings Program (RESP) funding. Any funds received would be loaned to our customers for energy savings projects.

- 4. Approval – DDA Parking Lot Lease – Controller.**

Explanation: Administration is seeking council approval of a lease agreement with the DDA for 8 downtown parking lots. The lease will be for a 10 year term with a rental payment of \$1.00 per year. The DDA will be responsible for paying the cost of all snow removal up to \$15,000 per year. They are also required to stripe the lots each year and keep them free of debris. This will be a 10 year lease.

- 5. Approval – DDA Center Court Lease - Controller.**

Explanation: Administration is seeking council approval of a lease agreement with the DDA for Center Court. The lease will be for a 10 year term with a rental payment of \$1.00 per year. The terms of the contract have not

Agenda –November 7, 2019

changed. The City is responsible for the structural supports, roof and exterior walls while the DDA is responsible for the normal upkeep of the building as well as things like doors, windows and plumbing. This will be a 10 year lease.

6. Discussion – Interim Manager and Possible Appointment.

APPOINTMENTS

BOARD, COMMISSION, AND COMMITTEE REPORTS

GENERAL PUBLIC COMMENT

ANNOUNCEMENTS - HOSPICE and PALLIATIVE CARE MONTH - Proclamation

ADJOURNMENT

Respectfully Submitted,

A handwritten signature in blue ink that reads "Patrick S. Jordan". The signature is written in a cursive style with a large initial "P" and a long, sweeping underline.

**Patrick S. Jordan
City Manager**

**OFFICIAL PROCEEDINGS
CITY COUNCIL
CITY OF ESCANABA, MICHIGAN
Regular Council Meeting
Thursday, October 17, 2019**

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

Present: Mayor Marc D. Tall, Council Members, Ronald J. Beauchamp, Ralph B. Blasier, Peggy O'Connell, and Michael R. Sattem

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.

Sattem moved, O'Connell seconded, **CARRIED UNANIMOUSLY**, to approve Regular Meeting minutes from October 3, 2019, as submitted.

ADJUSTMENTS TO THE AGENDA

Council Member O'Connell added to move "A discussion about the landfill odor problem" to **NB-5** and move "Discussion – City Manager Search" to **NB-6**.

Mayor Tall added "City Manager brief Council on labor and union negotiations" to **NB-7**.

Blasier moved, O'Connell seconded, **CARRIED UNANIMOUSLY**, to approve the City Council Agenda as amended.

CONFLICT OF INTEREST DECLARATION – None

BRIEF PUBLIC COMMENT

Steve Coble – Plant Manager at Delta Wheel Truing Solutions discussed the odor coming from the landfill.

Bob Chaillier – Service Center Supervisor for Great Lakes Home Medical discussed the odor coming from the landfill and how it's making its way towards Danforth Road.

PUBLIC HEARINGS – None

UNFINISHED BUSINESS – None

NEW BUSINESS

NB-1 Approval - Michigan Electric Cooperative Association Energy Optimization Program Agreement.

Administration sought approval to extend the Michigan Electric Cooperative Association program through 2022.

NB-1 Sattem moved, Blasier seconded, **CARRIED UNANIMOUSLY**, to approve to extend the Michigan Electric Cooperative Association program through 2022.

NB-2 Approval – Resolution - Wastewater Bonds Series 2019.

Administration requested City Council to consider passing a resolution to authorize the publication of a Notice of Intent relating to City of Escanaba’s bonds to be issued through the Michigan Finance Authority’s (MFA”) State Revolving Fund Program.

NB-2 “By Council Member Blasier, seconded by Council Member O’Connell;

RESOLUTION NO. 19-19

**NOTICE OF INTENT RESOLUTION
WASTE WATER SYSTEM REVENUE BONDS, SERIES 2019
(STATE REVOLVING FUND PROJECT)**

WHEREAS, the City of Escanaba, County of Delta, State of Michigan (the “City”), has determined that it is necessary for the public health, safety and welfare of the City to acquire, construct, furnish and equip improvements to the Waste Water System of the City (the “System”), including Waste Water Treatment Plant improvements, together with all related appurtenances and attachments (the “Project”); and

WHEREAS, the City has been advised by the Michigan Department of Environment, Great Lakes, and Energy (“EGLE”) that financial assistance to accomplish the acquisition and construction of all or a portion of the Project is available through the State Revolving Fund (“SRF”) loan program administered by EGLE and the Michigan Finance Authority; and

WHEREAS, the City has made application for participation in the SRF loan program; and

WHEREAS, the Revenue Bond Act, Act 94, Public Acts of Michigan, 1933, as amended (“Act 94”), provides a means for financing the purchase, acquisition, construction, improvement, enlargement, extension and repair of public improvements such as the Project through the issuance of revenue bonds; and

WHEREAS, the issuance of bonds payable from revenues of the System under Act 94 in a total amount not to exceed Fourteen Million Dollars (\$14,000,000) (the “Bonds”) for the purpose of financing all or part of the Project represents the most practical means to that end; and

WHEREAS, a notice of intent to issue revenue bonds must be published before the issuance of the Bonds in order to comply with the requirements of Section 33 of Act 94; and

WHEREAS, the City intends at this time to state its intentions to be reimbursed from proceeds of the Bonds for any expenditures undertaken by the City for the Project prior to issuance of the Bonds.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Clerk is authorized and directed to publish a notice of intent to issue bonds in *The Daily Press*, a newspaper of general circulation in the City.
2. The notice of intent shall be published as a display advertisement not less than one quarter (1/4) page in size in substantially the form attached to this resolution as Exhibit A.
3. The City Council does hereby determine that the foregoing form of Notice of Intent to Issue Bonds, and the manner of publication directed, is adequate notice to the electors of the City and users of the System, and is the method best calculated to give them notice of the City’s intent to issue the Bonds, the purpose of the Bonds, the security for the Bonds, and the right of referendum of the electors with respect thereto, and that the provision of forty-five (45) days within which to file a referendum petition is adequate to insure that the City’s electors may exercise their legal rights of referendum, and the newspaper named for publication is hereby determined to reach the largest number of persons to whom the notice is directed.
4. The City makes the following declarations for the purpose of complying with the reimbursement rules of Treas. Reg. § 1.150-2 pursuant to the Internal Revenue Code of 1986, as amended:
 - (a) As of the date hereof, the City reasonably expects to reimburse itself for the expenditures described in (b) below with proceeds of debt to be incurred by the City.
 - (b) The expenditures described in this paragraph (b) are for the costs of acquiring the Project which were paid or will be paid subsequent to sixty (60) days prior to the date hereof from the Waste Water System funds of the City.
 - (c) The maximum principal amount of debt expected to be issued for the Project, including issuance costs, is \$14,000,000.

- (d) A reimbursement allocation of the expenditures described in (b) above with the proceeds of the borrowing described herein will occur not later than 18 months after the later of (i) the date on which the expenditure is paid, or (ii) the date the related Project are placed in service or abandoned, but in no event more than three (3) years after the original expenditure is paid. A reimbursement allocation is an allocation in writing that evidences the City's use of the proceeds of the debt to be issued for the Project to reimburse the City for a capital expenditure made pursuant to this resolution.
5. Miller, Canfield, Paddock and Stone, P.L.C. is hereby confirmed as Bond Counsel to the City in connection with the issuance of the Bonds.
 6. Baker Tilly is hereby confirmed as the registered municipal advisor to the City in connection with the issuance of the Bonds.
 7. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

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

Ayes: Blasier, O'Connell, Beauchamp, Sattem, Mayor Tall

Nays: None

RESOLUTION DECLARED ADOPTED."

NB-3 Purchase - A New Sewer Truck - Wastewater

Administration sought authorization to purchase a new Sewer Truck. The cost was not to exceed \$436,360.24. Money was available for this purchase within current approved budget, due to other Capital Improvement projects no longer being required.

NB-3 O'Connell moved, Beauchamp seconded, to approve to purchase a new Sewer Truck at a cost not to exceed \$436,360.24.

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

Ayes: O'Connell, Beauchamp, Blasier, Sattem, Mayor Tall

Nays: None

MOTION CARRIED.

NB-4 Approval – Construction – New Garage at Wastewater Plant

Administration requested approval to retain the services of Cleary Building Corp, of Escanaba, MI to procure all materials (including the Electrical Wiring, Modine

Heaters, and HVAC) at a cost not to exceed \$196,792.00. Also, to approve for 10% of construction costs for necessary contingencies of other items such as a natural gas service, hauling of sand for fill, and the construction of an asphalt approach, in an amount of \$19,679.00.

NB-4 Blasier moved, Sattem seconded, to approve to retain the services of Cleary Building Corp, of Escanaba, MI to procure all materials (including the Electrical Wiring, Modine Heaters, and HVAC) at a cost not to exceed \$196,792.00. Also, to approve for 10% of construction costs for necessary contingencies of other items such as a natural gas service, hauling of sand for fill, and the construction of an asphalt approach, in an amount of \$19,679.00.

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

Ayes: Blasier, Sattem, Beauchamp, O'Connell, Mayor Tall
Nays: None

MOTION CARRIED.

NB-5 Discussion – Landfill Odor Problem.

Water/Wastewater Superintendent Jeff Lampi provided an update concerning the landfill odor problem.

Council directed Mr. Lampi to take the necessary steps to bring in experts to find a solution to this issue and to work in tandem with the County.

NB-6 Discussion – City Manager Search.

Human Resource Director, Kim Gustafson, gave an update on the City Manager job opening.

Blasier moved, O'Connell seconded, **CARRIED UNANIMOUSLY**, to direct Human Resources to provide weekly updates with a cumulative log of applicants.

NB-7 Discussion- City Manager brief Council on Labor and Union Negotiations.

Council, along with City Manager Patrick Jordan, elected to go into closed session to hold a discussion on Labor and Union Negotiations.

Blasier moved, O'Connell seconded, to go into Closed Session.

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

Ayes: Blasier, O'Connell, Beauchamp, Sattem, Mayor Tall
Nays: None

MOTION CARRIED.

The time was 7:50 p.m.

Blasier moved, O'Connell seconded, to come back into open session.

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

Ayes: Blasier, O'Connell, Beauchamp, Sattem, Mayor Tall
Nays: None

MOTION CARRIED.

The time was 8:12 p.m.

No Council actions were taken.

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

Steve Coble - discussed the landfill gases associated with the smell.

Brenda LeBoeuf - discussed the landfill smell and claimed the smell has been a big problem for her business on North 30th Street.

ANNOUNCEMENTS

- Escanaba Head Start Month Proclamation, October 2019;
- Fur Raiser October 24, 2019 at the Island Resort and Casino. Money raised to help the Animal Shelter;
- Trunk or Treat on October 26, 2019, downtown Escanaba.

Hearing no further public comment, Sattem moved the Council adjourned at 8:13 p.m.

Respectfully submitted

Phil DeMay
City Clerk

Approved: _____
Marc D. Tall, Mayor

DRAFT

Agenda Item: NB-1
Date: 11-7-19

City Council Agenda Item Request

Date: 10/11/19

Name: Roxanne Spencer

Department: Planning & Zoning

Item: Amendment to Zoning Ordinance - Addition of Self-Storage Units to Chapter 13

Meeting date requested: November 7, 2019

Explanation for request:

The Planning Commission is recommending that Self-Storage Units be added to the list of Principal Uses Permitted by Right in the F - Light Manufacturing (Chapter 13). The required Public Hearing for a zoning ordinance amendment was held by the Planning Commission on August 8, 2019 (see attached minutes).

ORDINANCE NO. 1215

**AN ORDINANCE TO AMEND CHAPTER XIII OF APPENDIX A AS CODIFIED UNDER
THE CODE OF ORDINANCES**

THE CITY OF ESCANABA HEREBY ORDAINS:

CHAPTER I

Chapter 13 of Appendix A, Light Manufacturing District ("F"), of the Escanaba Code of Ordinances is hereby amended under Section 1302 to state the following:

Section 1302: *General.* The following uses are permitted by right in a Light Manufacturing District:

- A. Bank, financial institution, credit union, office, studio, barber shop, beauty shop.
- B. Retail stores, restaurants, taverns, and shopping centers.
- C. Wholesale business, storage in bulk or warehouse for such materials as clothing, cotton, drugs, dry goods, feed, food, furniture, hardware, metals, pipe, rubber, shop supplies, tobacco, wool within an enclosed facility.
- D. Theater, moving picture house, recreation building, assembly hall.
- E. Mortuary, funeral home.
- F. Dyeing or dry cleaning plant, laundry.
- G. Bus terminal, taxi stand, truck terminal, enclosed freight terminal (shipping and trucking), airport, railroad passenger terminal, ship passenger terminal, enclosed railroad freight terminal.
- H. Printing plant, newspaper plant, radio and television broadcasting station.
- I. Police and fire station, telephone exchange.
- J. Community garage.
- K. Motels, hotels, convention center, and arenas.
- L. Churches, public or parochial schools, colleges, public library, museum, private educational institutions, community building or club.
- M. Hospital, home, medical clinic, dormitory, kennel, and veterinary hospital.
- N. Retail building material sales yard, contractor's equipment or storage yard, lumber yard.
- O. Light manufacturing, including airplane repair and manufacture, novelty manufacture, battery charging and repair, soft drink manufacture, clock factory, clothing manufacture, glove factory, tire repair shop and other similar uses, provided, however, that such industry is not obnoxious or offensive by reason of emission of odor, fumes, dust, smoke, waste, noise, or vibration.
- P. Amusement, commercial, outdoor.
- Q. Armories for meetings and training of military organizations.
- R. Automobiles, truck and utility trailer rental.
- S. Automotive repair garages, including engine overhaul, body and paint shops and similar operations.
- T. Automotive sales and repair, including tractor trucks, but not accompanying trailer units, including trailers, motorcycles, and recreational vehicles.
- U. Boat and ship sales and repair not exceeding one hundred (100) feet in length.
- V. Building maintenance services.
- W. Car washes.
- X. Cultural facilities.
- Y. Contractor offices and accessory storage, excluding the open storage of construction equipment and vehicles.
- Z. Distributive businesses, including warehousing in a single building.

- AA. Equipment rental and leasing.
- BB. Government buildings.
- CC. Indoor recreation facilities.
- DD. Research and production facilities.
- EE. Laboratories, dental, medical, and optical facilities (manufacture, sales and service).
- FF. Locksmiths, gunsmiths, and indoor firing ranges.
- GG. Manufacturer or assembly of:
 - Communications equipment.
 - Component parts of aircraft.
 - Computer and office equipment.
 - Electrical lighting and wiring equipment.
 - Electrical components and accessory.
 - Electronic equipment.
 - Furniture and fixtures.
 - Household audio and visual equipment.
 - Household appliances.
 - Industrial machinery.
 - Measuring and controlling devices.
 - Medical instruments.
 - Musical instruments.
 - Ophthalmic goods.
 - Pens, pencils, office and art supplies.
 - Pharmaceuticals.
 - Pumps.
 - Search and navigational equipment.
 - Toys and sporting goods.
 - Watches, clocks, watch cases and parts.
 - Wire products.
 - Other similar uses.
- HH. Manufacturer of housing sales and repairs.
- II. Merchandise showrooms, including warehousing in a single building.
- JJ. Nurseries and green houses, retail and wholesale.
- KK. Outdoor seasonal sales.
- LL. Post offices.
- MM. Studios for artists, designers, photographers, musicians, sculptors, gymnasts, potters, wood and leather craftsman, glass blowers, weavers, silversmiths, and designers of ornamental and precious jewelry.
- NN. Wholesale sales with related storage and warehousing entirely within an enclosed building.
- OO. Vocational schools, within an enclosed building.
- PP. Self-storage units.**

**CHAPTER II
SAVINGS CLAUSE**

If any section, subsection, sentence, clause, or phrase of this Ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance.

The City Council hereby declares that it would have passed this Ordinance, section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional.

**CHAPTER III
CONFLICTING ORDINANCES REPEALING CLAUSE**

All Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

**CHAPTER IV
EFFECTIVE DATE**

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

APPROVED:

APPROVED:

John M. A. Bergman
City Attorney

Marc D. Tall
Mayor

Date Approved: (Month) (Date), 2019

Attest

Date Published: (Month) (Date), 2019

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), 2019 and was published in the Daily Press, a newspaper of general circulation in the City of Escanaba on (Month) (Date), 2019, 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

City of Escanaba
PLANNING COMMISSION – OFFICIAL PROCEEDINGS
August 8, 2019

MEETING CALLED TO ORDER

A meeting of the Escanaba Planning Commission was held on, Thursday, August 8, 2019, at 6:00pm in Room C101 at City Hall, 410 Ludington Street, Escanaba, MI 49829.

ROLL CALL

Name	Present	Absent	Name	Present	Absent
Chair Kel Smyth	X		Comm. Dominic Benetti	X	
Vice-Chair Christine Williams	X		Comm. Brian Black	X	
Sec. James Hellerman	X		Comm. Paul Caswell	X	
Dep. Sec. Craig Gierke	X		Comm. Richard Clark	X	
			Comm. Stephen Davis	X	

A quorum of the Planning Commission was present.

ALSO PRESENT

City Administration	Others
Roxanne Spencer, Planning & Zoning Administrator	William Gasman
Ron Beauchamp, City Council Liaison	Ilsa Matthes
Marc Tall, Mayor	

Two (2) other unnamed individuals were present.

MINUTES

A motion was made by Hellerman, seconded by Williams, to approve the July 11, 2019 minutes with the correction of changing the closing of public hearing to Hellerman from Smyth under Public Hearing #1. MOTION PASSED unanimously.

AGENDA

Smyth noted that Spencer asked for an addition to the agenda under New Business #1 regarding the formation of a Sign-Committee.

CONFLICT OF INTEREST DECLARATIONS

Hellerman stated that he lives across the street from Stephenson Park (one of the properties for potential rezoning), but does not feel it is a conflict of interest, for which there was consensus agreement among the Planning Commission.

PUBLIC HEARINGS

1. Zoning Ordinance Amendment – Addition of Self-Storage Units

Spencer explained that the Planning Commission had previously recommended the addition of Self-Storage Units as permitted uses in the F – Light Manufacturing and G – Heavy Manufacturing districts and that this will serve as the required Public Hearing prior to formal recommendation to City Council for action.

Chairperson Smyth opened the public hearing.

There were no public comments.

Chairperson Smyth closed the public hearing.

Hellerman made a motion, seconded by Davis, to recommend to City Council to amend Zoning Ordinance Sections 1302.1 and 1502.1 to add self-storage units as Principal Uses Permitted by Right in the Light Manufacturing and Heavy Manufacturing districts. **MOTION PASSED unanimously.**

2. Zoning Ordinance Amendment – Removal of Section 1803.2 Public Hearing Requirement

Spencer explained that the Planning Commission had previously recommended to remove Section 1803.2 – Public Hearing Requirement from the Zoning Ordinance on the recommendation of the MEDC in efforts to streamline the zoning approval process. Public Hearings are not required by state law for permitted uses. All site plans and Special Land Use applications would still be reviewed by the Planning Commission and could be denied or conditioned based on adherence to development standards. This serves as the Public Hearing for changing the text of the Zoning Ordinance.

Lengthy discussion took place on the weighing the value of public comment and input with the 15-day notification requirements for Public Hearings against the urgency of owners/developers to move through the site plan process quickly. It was felt that the voice of the citizens is not only important to the Planning Commission for their decision-making, but also to the owner/developer as to neighbor concerns that might impact their plan. Discussion also took place regarding the impact of removing/not removing the public hearing requirement on the Redevelopment Ready Community (RRC) recertification process.

Chairperson Smyth opened the public hearing.

William Gasman, resident of Escanaba, stated that he feels it is necessary to have Public Hearings so the public can be involved in any issues that might affect them nearby.

Chairperson Smyth closed the public hearing.

Caswell made a motion, seconded by Gierke, to leave Section 1803.2 Public Hearing Requirement in the Zoning Ordinance. The roll call vote was as follows:

Name	Yes	No
Chair Kel Smyth		X
Vice-Chair Christine Williams	X	
Sec. James Hellerman	X	
Dep. Sec. Craig Gierke	X	
Comm. Dominic Benetti	X	
Comm. Brian Black		X
Comm. Paul Caswell	X	
Comm. Richard Clark		X
Comm. Stephen Davis		X
	5	4

MOTION PASSED.

Discussion followed that the issue could be re-visited at a later date if it is found that the RRC re-certification would be in jeopardy without the removal of Section 1803.2 from the ordinance, or if more information on alternatives becomes available.

UNFINISHED BUSINESS

1. Discussion: Marihuana Establishment Zoning Ordinance

Williams led a discussion on the updates to the proposed marihuana ordinance. She noted the changes that had been made since the last marihuana webinar training included:

- Removal of sign restrictions and replacement with a reference to the current sign ordinance (so as not to limit freedom of speech)
- Policing references have been removed

There are some comments in the draft that highlight areas that need more definition and work. Williams asked for the Commission's input on these sections, as she will continue to edit the document based on the webinar trainings and Planning Commission suggestions. The following items were noted/discussed:

- Whether the buffer zone restrictions and hours of operation were similar to those for liquor establishments, and if/how much authority the state statute allows for local municipalities to regulate these areas
- Verifying the definitions and language used in the local ordinance are the same as those used in the state statute
- Removing any terms listed in the definitions section that are not used elsewhere in the ordinance
- Addition of the words "including, but not limited to" before the list of examples in paragraph one of the Marijuana Buffer Zones section
- Defining the term "person" as to whether it includes corporations, etc.

Williams noted the State has published their emergency rules. Spencer will send out link to Planning Commissioners.

2. Proposed Zoning Map Amendment – Northtown Area

Spencer explained that as a result of the Public Hearing held on June 27, 2019, revisions to the proposed zoning changes in the Northtown area need to be discussed, with a new Public Hearing to be held on any changes to the original proposal. A chart outlining the eight areas for review was presented and discussed at length.

During the course of discussion regarding the 200 block of North 9th Street, the Planning Commission invited the Ilsa Matthes, homeowner of 217 North 9th Street, to speak. She had previously written a letter to the Commission about her opinion that the area should remain residential and not change to commercial. Matthes explained her concerns regarding the annual requirement to sign the Non-Conforming Use Form in the event that something were to happen to her so that she couldn't sign the form and if that would mean the property would then be prohibited from being residential if the zoning changed to commercial. It was established that as a residence in what is currently zoned F – Light Manufacturing should have been on the Non-Conforming Use list now, but that City records have been lax in this area and have not been enforced, but are now being reviewed in light of this re-zoning process.

The final recommendations of the Planning Commission were as follows:

Area	PC Recommendation
NE Corner of 2nd Ave N & N 10th Street (3 parcels)	Leave as F – Light Manufacturing, with the addition of 328 North 10 th Street changing to F – Light Manufacturing as well
200 Block of North 9th Street (West side)	Change to E – Commercial (place residences on the Non-Conforming List)
200 Block of North 10th Street (East side)	Change to B – Two Family
2 Waterfront Parcels (1 is City property, 1 is North Shore Marine's)	Change to E – Commercial as previously recommended

200 Ludington Street (City-owned parcel between Chamber of Commerce and the Municipal Dock)	Change to E – Commercial as previously recommended
1911 4th Avenue North (2 parcels owned by Andex)	Change to F – Light Manufacturing as previously recommended
700 Block of Stephenson (East side)	Change to F – Light Manufacturing as previously recommended
800 Block of Stephenson/Sheridan	Change to A – Single Family as previously recommended

A Public Hearing will be set for an upcoming Planning Commission meeting (potentially September 12), with notifications being sent to neighbors within 300' of any properties above that have new/changed recommendations from those previously heard at the Public Hearing on June 27, 2019.

NEW BUSINESS

1. Formation of Sign Ordinance Committee

Spencer explained that there have been a number of sign permits submitted that have raised questions about unclear language and potentially unnecessary restrictions in reference wall signs to larger buildings or lot sizes, highlighting a need to review and revise the sign ordinance. Along with a couple of citizens who were on a previous Sign Ordinance committee and are willing to serve again, Spencer asked if someone from the Planning Commission would be willing to be on the committee. Caswell volunteered.

2. Project Updates

a. Delta County Planning Commission Update

- Williams noted that Delta County is continuing to work through their Master Plan update. More survey feedback is needed and Williams asked if the City of Escanaba could post the link to the County's survey on the City's Facebook page.

b. Zoning Board of Appeals Update Zoning

- Spencer noted that there is a ZBA meeting scheduled for Wednesday, August 21 concerning two requests for variances, one for a sign at Walmart and one for a rear setback variance at a residential property.

c. Zoning/Land Use Permit Update

- Spencer reviewed the report submitted in the agenda packet.

d. Sidewalk Committee Update

- Gierke reported that the committee met on July 29, 2019. The next step identified was to conduct an inventory of the sidewalks city wide. The Engineering Department has indicated they have software and personnel resources possibly available through interns to complete the inventory. The Sidewalk Committee will meet again on August 26.

e. Training Updates

- The next MSU Marijuana Webinar is on Thursday, August 22 @ 3pm in Council Chambers on the topic of Industrial Hemp Regulation.

GENERAL PUBLIC COMMENT

Bill Gasman raised concerns about the property at 1130 Stephenson Avenue (the old Norm's IGA), which is currently zoned B – Two-Family residential, being used as a marijuana grow operation and questioned if this type of use was allowed per zoning requirements. The Commission will recommend for City Administration to look into it.

Gasman also asked about whether the marijuana training sessions were available to the public. It was noted that the sessions were available for any individual to register and view online, but that the sessions held in the Council Chambers for the Planning Commission's viewing convenience were not open to the public.

COMMISSION/STAFF COMMENTS - None

ADJOURNMENT

The meeting adjourned at 7:18pm.


Kel Smyth, Chairperson
Escanaba Planning Commission


Roxanne Spencer, Planning & Zoning Administrator
City of Escanaba

Minutes approved at the 9/12/19 meeting. 

Agenda Item: NB-2
Date: 11-7-19

City Council Agenda Item Request

Date: 10/11/19

Name: Roxanne Spencer

Department: Planning & Zoning

Item: Amendment to Zoning Ordinance - Addition of Self-Storage Units to Chapter 15

Meeting date requested: November 7, 2019

Explanation for request:

The Planning Commission is recommending that Self-Storage Units be added to the list of Principal Uses Permitted by Right in the G - Heavy Manufacturing (Chapter 15). The required Public Hearing for a zoning ordinance amendment was held by the Planning Commission on August 8, 2019 (see attached minutes).

ORDINANCE NO. 1216

AN ORDINANCE TO AMEND CHAPTER XV OF APPENDIX A AS CODIFIED UNDER
THE CODE OF ORDINANCES

THE CITY OF ESCANABA HEREBY ORDAINS:

CHAPTER I

Chapter 15 of Appendix A, Heavy Manufacturing District ("G"), of the Escanaba Code of Ordinances is hereby amended under Section 1502 to state the following:

Section 1502: *General.* In a Heavy Manufacturing District, a building, structure, or premises may be erected or used for one (1) or more of the following specified purposes:

- A. Restaurants, taverns.
- B. Wholesale business, storage in bulk or warehouse for such materials as clothing, cotton, drugs, feed, food, furniture, hardware, metals, oil and petroleum, paint, pipe, rubber, shop supplies, tobacco, wool, wood within an enclosed facility.
- C. Cold storage plant, ice manufactory, creamery, ice cream manufactory, candy manufactory, bottling works, milk bottling or central distributing station, baking plant, dairy.
- D. Dyeing or dry cleaning plant, laundry.
- E. Printing plant, newspaper plant, radio and television broadcasting station, telephone exchange.
- F. Community garage.
- G. Manufacturing, including airplane repair and manufacture, novelty manufacture, battery charging and repair, soft drink manufacture, brewery, clock and watch manufacture, glove factory, hat manufacture, garment factory, tire repair shop, stone cutting, cemetery monuments, brick factory, cement block manufacture, cement fabrication, tile manufacture, terra cotta manufacture, furniture factory, mattress factory, insulation factory.
- H. Grain elevator, blacksmith shop, saw mill, foundry, asphalt plant, iron ore loading docks, railroad yards, railroad tie plant, iron ore pile, coal piles, and gravel piles.
- I. Scrap iron or junk storage, coal load and coal or wood yard, scrap paper or rag storage sorting or bailing.
- J. Light or power plant.
- K. Propane gas plant or bottle gas distributing plant.
- L. Sewage disposal or treatment plant.
- M. Fish curing, smoking and packing.
- N. Bus terminal, taxi stand, truck terminal, enclosed freight terminal (shipping and trucking), airport, railroad passenger terminal, ship passenger terminal, enclosed railroad freight terminal.
- O. Kennels, veterinary hospitals, manufacturing or industrial operations of any kind not listed above subject to the approval of the Planning Commission where such uses will not become noxious or offensive or endanger public health, sanitation or general welfare.
- P. Crematory.
- Q. Manufacturer or assembly of:
 - Communications equipment.
 - Component parts of aircraft.
 - Computer and office equipment.

Electrical lighting and wiring equipment.
Electrical components and accessory.
Electronic equipment.
Furniture and fixtures.
Household audio and visual equipment.
Household appliances.
Industrial machinery.
Measuring and controlling devices.
Medical instruments.
Musical instruments.
Ophthalmic goods.
Pens, pencils, office and art supplies.
Pharmaceuticals.
Pumps.
Search and navigational equipment.
Toys and sporting goods.
Watches, clocks, watch cases and parts.
Wire products.
Other similar uses.

R. Manufactured housing construction and assembly.

S. Contractor offices and accessory storage, including the storage of general equipment and vehicles in an enclosed fenced-in area.

T. Warehousing, **Self-storage Units**.

CHAPTER II **SAVINGS CLAUSE**

If any section, subsection, sentence, clause, or phrase of this Ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance.

The City Council hereby declares that it would have passed this Ordinance, section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional.

CHAPTER III **CONFLICTING ORDINANCES REPEALING CLAUSE**

All Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

CHAPTER IV **EFFECTIVE DATE**

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

APPROVED:

APPROVED:

John M. A. Bergman
City Attorney

Marc D. Tall
Mayor

Date Approved: (Month) (Date), 2019

Attest

Date Published: (Month) (Date), 2019

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), 2019 and was published in the Daily Press, a newspaper of general circulation in the City of Escanaba on (Month) (Date), 2019, 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

City of Escanaba
PLANNING COMMISSION – OFFICIAL PROCEEDINGS
August 8, 2019

MEETING CALLED TO ORDER

A meeting of the Escanaba Planning Commission was held on, Thursday, August 8, 2019, at 6:00pm in Room C101 at City Hall, 410 Ludington Street, Escanaba, MI 49829.

ROLL CALL

Name	Present	Absent	Name	Present	Absent
Chair Kel Smyth	X		Comm. Dominic Benetti	X	
Vice-Chair Christine Williams	X		Comm. Brian Black	X	
Sec. James Hellerman	X		Comm. Paul Caswell	X	
Dep. Sec. Craig Gierke	X		Comm. Richard Clark	X	
			Comm. Stephen Davis	X	

A quorum of the Planning Commission was present.

ALSO PRESENT

City Administration	Others
Roxanne Spencer, Planning & Zoning Administrator	William Gasman
Ron Beauchamp, City Council Liaison	Ilsa Matthes
Marc Tall, Mayor	

Two (2) other unnamed individuals were present.

MINUTES

A motion was made by Hellerman, seconded by Williams, to approve the July 11, 2019 minutes with the correction of changing the closing of public hearing to Hellerman from Smyth under Public Hearing #1. **MOTION PASSED** unanimously.

AGENDA

Smyth noted that Spencer asked for an addition to the agenda under New Business #1 regarding the formation of a Sign-Committee.

CONFLICT OF INTEREST DECLARATIONS

Hellerman stated that he lives across the street from Stephenson Park (one of the properties for potential rezoning), but does not feel it is a conflict of interest, for which there was consensus agreement among the Planning Commission.

PUBLIC HEARINGS

1. Zoning Ordinance Amendment – Addition of Self-Storage Units

Spencer explained that the Planning Commission had previously recommended the addition of Self-Storage Units as permitted uses in the F – Light Manufacturing and G – Heavy Manufacturing districts and that this will serve as the required Public Hearing prior to formal recommendation to City Council for action.

Chairperson Smyth opened the public hearing.

There were no public comments.

Chairperson Smyth closed the public hearing.

Hellerman made a motion, seconded by Davis, to recommend to City Council to amend Zoning Ordinance Sections 1302.1 and 1502.1 to add self-storage units as Principal Uses Permitted by Ring in the Light Manufacturing and Heavy Manufacturing districts. MOTION PASSED unanimously.

2. Zoning Ordinance Amendment – Removal of Section 1803.2 Public Hearing Requirement

Spencer explained that the Planning Commission had previously recommended to remove Section 1803.2 – Public Hearing Requirement from the Zoning Ordinance on the recommendation of the MEDC in efforts to streamline the zoning approval process. Public Hearings are not required by state law for permitted uses. All site plans and Special Land Use applications would still be reviewed by the Planning Commission and could be denied or conditioned based on adherence to development standards. This serves as the Public Hearing for changing the text of the Zoning Ordinance.

Lengthy discussion took place on the weighing the value of public comment and input with the 15-day notification requirements for Public Hearings against the urgency of owners/developers to move through the site plan process quickly. It was felt that the voice of the citizens is not only important to the Planning Commission for their decision-making, but also to the owner/developer as to neighbor concerns that might impact their plan. Discussion also took place regarding the impact of removing/not removing the public hearing requirement on the Redevelopment Ready Community (RRC) recertification process.

Chairperson Smyth opened the public hearing.

William Gasman, resident of Escanaba, stated that he feels it is necessary to have Public Hearings so the public can be involved in any issues that might affect them nearby.

Chairperson Smyth closed the public hearing.

Caswell made a motion, seconded by Gierke, to leave Section 1803.2 Public Hearing Requirement in the Zoning Ordinance. The roll call vote was as follows:

Name	Yes	No
Chair Kel Smyth		X
Vice-Chair Christine Williams	X	
Sec. James Hellerman	X	
Dep. Sec. Craig Gierke	X	
Comm. Dominic Benetti	X	
Comm. Brian Black		X
Comm. Paul Caswell	X	
Comm. Richard Clark		X
Comm. Stephen Davis		X
	5	4

MOTION PASSED.

Discussion followed that the issue could be re-visited at a later date if it is found that the RRC re-certification would be in jeopardy without the removal of Section 1803.2 from the ordinance, or if more information on alternatives becomes available.

UNFINISHED BUSINESS

1. Discussion: Marihuana Establishment Zoning Ordinance

Williams led a discussion on the updates to the proposed marihuana ordinance. She noted the changes that had been made since the last marihuana webinar training included:

- Removal of sign restrictions and replacement with a reference to the current sign ordinance (so as not to limit freedom of speech)
- Policing references have been removed

There are some comments in the draft that highlight areas that need more definition and work. Williams asked for the Commission’s input on these sections, as she will continue to edit the document based on the webinar trainings and Planning Commission suggestions. The following items were noted/discussed:

- Whether the buffer zone restrictions and hours of operation were similar to those for liquor establishments, and if/how much authority the state statute allows for local municipalities to regulate these areas
- Verifying the definitions and language used in the local ordinance are the same as those used in the state statute
- Removing any terms listed in the definitions section that are not used elsewhere in the ordinance
- Addition of the words “including, but not limited to” before the list of examples in paragraph one of the Marijuana Buffer Zones section
- Defining the term “person” as to whether it includes corporations, etc.

Williams noted the State has published their emergency rules. Spencer will send out link to Planning Commissioners.

2. Proposed Zoning Map Amendment – Northtown Area

Spencer explained that as a result of the Public Hearing held on June 27, 2019, revisions to the proposed zoning changes in the Northtown area need to be discussed, with a new Public Hearing to be held on any changes to the original proposal. A chart outlining the eight areas for review was presented and discussed at length.

During the course of discussion regarding the 200 block of North 9th Street, the Planning Commission invited the Ilsa Matthes, homeowner of 217 North 9th Street, to speak. She had previously written a letter to the Commission about her opinion that the area should remain residential and not change to commercial. Matthes explained her concerns regarding the annual requirement to sign the Non-Conforming Use Form in the event that something were to happen to her so that she couldn’t sign the form and if that would mean the property would then be prohibited from being residential if the zoning changed to commercial. It was established that as a residence in what is currently zoned F – Light Manufacturing should have been on the Non-Conforming Use list now, but that City records have been lax in this area and have not been enforced, but are now being reviewed in light of this re-zoning process.

The final recommendations of the Planning Commission were as follows:

Area	PC Recommendation
NE Corner of 2nd Ave N & N 10th Street (3 parcels)	Leave as F – Light Manufacturing, with the addition of 328 North 10 th Street changing to F – Light Manufacturing as well
200 Block of North 9th Street (West side)	Change to E – Commercial (place residences on the Non-Conforming List)
200 Block of North 10th Street (East side)	Change to B – Two Family
2 Waterfront Parcels (1 is City property, 1 is North Shore Marine’s)	Change to E – Commercial as previously recommended

200 Ludington Street (City-owned parcel between Chamber of Commerce and the Municipal Dock)	Change to E – Commercial as previously recommended
1911 4th Avenue North (2 parcels owned by Andex)	Change to F – Light Manufacturing as previously recommended
700 Block of Stephenson (East side)	Change to F – Light Manufacturing as previously recommended
800 Block of Stephenson/Sheridan	Change to A – Single Family as previously recommended

A Public Hearing will be set for an upcoming Planning Commission meeting (potentially September 12), with notifications being sent to neighbors within 300' of any properties above that have new/changed recommendations from those previously heard at the Public Hearing on June 27, 2019.

NEW BUSINESS

1. Formation of Sign Ordinance Committee

Spencer explained that there have been a number of sign permits submitted that have raised questions about unclear language and potentially unnecessary restrictions in reference wall signs to larger buildings or lot sizes, highlighting a need to review and revise the sign ordinance. Along with a couple of citizens who were on a previous Sign Ordinance committee and are willing to serve again, Spencer asked if someone from the Planning Commission would be willing to be on the committee. Caswell volunteered.

2. Project Updates

a. Delta County Planning Commission Update

- Williams noted that Delta County is continuing to work through their Master Plan update. More survey feedback is needed and Williams asked if the City of Escanaba could post the link to the County's survey on the City's Facebook page.

b. Zoning Board of Appeals Update Zoning

- Spencer noted that there is a ZBA meeting scheduled for Wednesday, August 21 concerning two requests for variances, one for a sign at Walmart and one for a rear setback variance at a residential property.

c. Zoning/Land Use Permit Update

- Spencer reviewed the report submitted in the agenda packet.

d. Sidewalk Committee Update

- ~~Gierke reported that the committee met on July 29, 2019. The next step identified was to conduct an inventory of the sidewalks city wide. The Engineering Department has indicated they have software and personnel resources possibly available through interns to complete the inventory. The Sidewalk Committee will meet again on August 26.~~

e. Training Updates

- The next MSU Marijuana Webinar is on Thursday, August 22 @ 3pm in Council Chambers on the topic of Industrial Hemp Regulation.

GENERAL PUBLIC COMMENT

Bill Gasman raised concerns about the property at 1130 Stephenson Avenue (the old Norm's IGA), which is currently zoned B – Two-Family residential, being used as a marijuana grow operation and questioned if this type of use was allowed per zoning requirements. The Commission will recommend for City Administration to look into it.

Gasman also asked about whether the marijuana training sessions were available to the public. It was noted that the sessions were available for any individual to register and view online, but that the sessions held in the Council Chambers for the Planning Commission's viewing convenience were not open to the public.

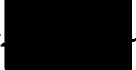
COMMISSION/STAFF COMMENTS - None

ADJOURNMENT

The meeting adjourned at 7:18pm.


Kel Smyth, Chairperson
Escanaba Planning Commission


Roxanne Spencer, Planning & Zoning Administrator
City of Escanaba

Minutes approved at the 9/12/19 meeting. 

Agenda Item: NB-3
Date: 11/07/19

City Council Agenda Item Request

Date: 30OCT19

Name: Mike Furmanski

Department: Electric

Item: Rural Energy Savings Plan

Meeting date requested: 07NOV19

Explanation for request:

Administration would like to provide an update on the Rural Energy Savings Program (RESP) funding. Any funds received would be loaned to our customers for energy savings projects.



United States
Department of
Agriculture

Rural Development



Presented by:
Patrick Sarver, GFR

Rural Energy Savings Program (RESP)

Program Overview

Loan Purpose and Authority

Rural Energy Savings Program (RESP) (Direct RUS Loan)

- The Rural Energy Savings Program (RESP) helps rural families and small businesses achieve cost savings by providing loans to qualified consumers to implement durable cost-effective energy efficiency measures.
- Governed By 2014 Farm Bill. Further authorities provided by 2018 Omnibus Bill and 2018 Farm Bill.

Eligibility

RESP

- Any retail electric service provider.
- Non electric service providers that issue a recurring service bill (**new**)

RESP Loan Conditions

- 0% interest loan – mark up to end-user capped at 5% (new)
- No maximum loan size - 20 year maximum loan term
- 10 Year Draw Period
- Up to 4% for startup
- Must start repayment at 10 years
- EE measure must be attached to a dwelling/building/property

Some RESP Eligible Activities

- i. Lighting Improvements (Residential and commercial)
- ii. HVAC Systems
- iii. Building Envelope Improvements
- iv. Water Heaters
- v. Compressed Air Systems
- vi. Motors
- vii. Boilers, Dryers, Heaters and process related equipment
- viii. Energy Audits
- ix. On or Off Grid Renewable Energy Systems
- x. Energy Storage Devices
- xi. Energy Efficient Appliance Upgrades
- xii. Irrigation or Water and Waste Disposal System Efficiency Improvements
- xiii. Other Activities and investments directly related to Energy Efficiency Implementation

RESP “Outside of the Box”

- Authorities allow for creative business structures
 - KW Savings – an escrow agent for it members

2018 RESP NOFA

- NOFA issued August 6, 2018; will remain open through September 30, 2019
- Over \$100 Million available in loan funds
- First step is to submit a **Letter of Intent** to RUS. Sample Letter of Intent is available on our website at:

<https://www.rd.usda.gov/programs-services/rural-energy-savings-program>



United States
Department of
Agriculture

Rural Development



Patrick R. Sarver, GFR
RUS – Electric Program
cell: 740.304.4533
Patrick.Sarver@usda.gov

USDA is an equal opportunity provider, employer, and lender.

Agenda Item: NB4
Date: 11-7-19

City Council Agenda Item Request

Date: 10/31/19

Name: Melissa Becotte

Department: Controller

Item: DDA Parking Lot Lease

Meeting date requested: 11/7/19

Explanation for request:

Administration is seeking council approval of a lease agreement with the DDA for 8 downtown parking lots. The lease will be for a 10 year term with a rental payment of \$1.00 per year. The DDA will be responsible for paying the cost of all snow removal up to \$15,000 per year. They are also required to stripe the lots each year and keep them free of debris. This will be a 10 year lease.

LEASE OF PARKING LOTS

This lease is made as of the ____ day of _____, 2019, between the CITY OF ESCANABA (“Lessor”), a Michigan municipal corporation of the County of Delta, State of Michigan, and the DOWNTOWN DEVELOPMENT AUTHORITY of the CITY OF ESCANABA (“Lessee”), created by the City of Escanaba pursuant to Michigan law, being MCL 225.1651 et seq.

Lessor, in consideration of the rent later specified to be paid by Lessee and the covenants and agreements later contained, by the Lessee to be performed, has let unto the Lessee those certain premises in the City of Escanaba, State of Michigan, described on Exhibit “A”, which exhibit is attached by this reference incorporated herein for all purposes as if set forth at length.

The Lessor and Lessee agree as follows:

1. **Term:**

The term of this lease shall be from the January 1, 2020 until December 31, 2029.

2. **Rental:**

Lessee agrees to pay to Lessor as rent for the premises the sum of \$1.00 per year.

3. **Purpose:**

The premises shall be used for parking facilities and for no other purpose without the written consent of Lessor being first obtained.

4. **Indemnification:**

Lessee shall indemnify Lessor from all loss, costs and expense arising out of any liability, or claim of liability, for injury or damages to persons or property sustained, or claimed to have been sustained by anyone by reason of the operation, use or occupation of the facilities described above by Lessee, whether such use is authorized or not, or by any act or omission of Lessee or any of its officers, agents, employees, guests, patrons or invitees, and Lessee shall pay for all and any damage to the property of the Lessor, or loss or theft of such property, done or caused by those persons.

5. **Insurance:**

Lessee agrees to deliver to Lessor, upon the execution of this lease, a copy of a continuing public liability and property damage insurance policy satisfactory to Lessor indemnifying and holding Lessor harmless against any and all claims in the amount of \$500,000 for injury to any one person and \$50,000 for property damage and shall keep the same in force during the term of this lease. Said insurance policy shall provide that the Lessor is named as an additional insured and that the Lessor shall receive 20 days notice from the insurance carrier prior to the cancellation of such policy.

6. Repairs and Maintenance:

Lessee represents that Lessee has inspected and examined the demised premises and accepts them in the present condition. Upon expiration of this lease or at any sooner termination, the Lessee will quit and surrender possession of the premises peaceable and in as good order and condition as the premises were at the commencement of the term, reasonable wear, tear and damage by the elements excepted; Lessee further agrees to leave the premises free from all nuisance and dangerous and defective conditions.

Lessee agrees that it will maintain all present fencing and curb stops and the parking spaces in each individual lot shall be striped at least once per year. Lessee agrees that it shall maintain said parking facilities clean and clear of all debris and brush. Lessee agrees that it will be responsible for all snow removal and plowing required by said parking facilities up to \$15,000. Said snow plowing shall include the responsibility for the removal of any and all snow from the premises. Lessee agrees that it will be responsible for occasional sweeping of said lots to remove dirt, broken glass and debris. Lessee agrees that it will be responsible for occasional salting of said facilities, if ice requires the same. Lessee agrees that it will be responsible for occasional grading of any gravel lots. Lessor agrees that it will be responsible for the paving of any parking lots covered by this agreement.

7. Assignment and Mortgage:

Neither the demised premises nor any portion of them shall be sublet, nor shall this lease nor any interest in it be assigned, hypothecated or mortgaged by Lessee, and any attempted assignment, subletting, hypothecation or mortgaging of this Lease shall be of no force and effect and shall confer no rights up on any assignee, sublessee, mortgagee or pledgee.

8. Termination by Lessor:

Lessor may terminate this lease at any time, by serving upon Lessee a written notice of termination which notice shall be served at least ninety (90) days prior to the date in the notice named for such termination.

9. Default:

In the event that Lessee shall be in default in the performance of any of the terms of conditions agreed to be kept and performed by Lessee, then in that event Lessor may terminate and end this lease immediately and Lessor may enter upon the premises and remove all persons and property; in the event Lessor shall bring legal action to enforce any of the terms of this lease or to obtain possession of the premises by reason of default of Lessee or otherwise, Lessee agrees to pay Lessor all costs of such legal action.

10. Waiver:

Waiver by Lessor of any default in performance by the Lessee of any of the terms, covenants or conditions contained herein shall not be deemed to continue waiver of default or of any subsequent default.

11. Compliance with Laws:

Lessee agrees to comply with all laws, ordinances, rules and regulations that may pertain or apply to the demised premises and their use.

12. Successors in Interest:

All of the terms, covenants and conditions contained herein shall continue and bind all successors in interest of Lessee.

IN WITNESS, the CITY OF ESCANABA, by its Mayor and ESCANABA DOWNTOWN DEVELOPMENT AUTHORITY, by its chairperson, have each cause the respective names to be signed to this instrument the day and year first above written.

Attest:

CITY OF ESCANABA

Marc Tall, Mayor

Print

Attest:

DOWNTOWN DEVELOPMENT AUTHORITY

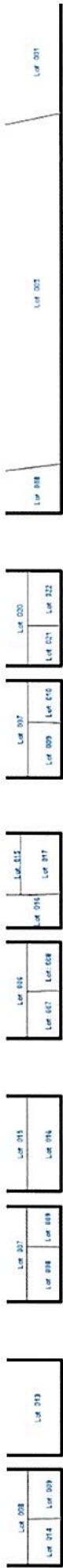
Dan Bender, Chair

Print

Exhibit A

1. Lot located at 1207 1st Ave. North
2. Lot located at 1101 1st Ave. North
3. Lot located at 115 North 9th Street
4. Lot located at 701 1st Ave. North
5. Lot located at 1106 1st Ave. South
6. Lot located at 112 South 11th Street
7. Lot located at 1010 1st Ave. South

Please see attached map.



7th St



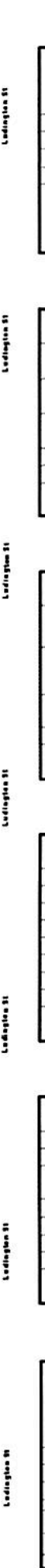
8th St



9th St



10th St



11th St



12th St



13th St



14th St



15th St



16th St



17th St



18th St



19th St

Agenda Item: NB5
Date: 11-7-19

City Council Agenda Item Request

Date: 10/31/19

Name: Melissa Becotte

Department: Controller

Item: DDA Center Court Lease

Meeting date requested: 11/7/19

Explanation for request:

Administration is seeking council approval of a lease agreement with the DDA for Center Court. The lease will be for a 10 year term with a rental payment of \$1.00 per year. The terms of the contract have not changed. The City is responsible for the structural supports, roof and exterior walls while the DDA is responsible for the normal upkeep of the building as wells as things like doors, windows and plumbing. This will be a 10 year lease.

LEASE AGREEMENT

This lease is made as of the ___ day of _____, 2019, between the CITY OF ESCANABA ("Lessor"), a Michigan municipal corporation of the County of Delta, State of Michigan, and the DOWNTOWN DEVELOPMENT AUTHORITY of the CITY OF ESCANABA ("Lessee"), created by the City of Escanaba pursuant to Michigan law, being MCL 225.1651 et seq.

Whereas, the parties hereto desire to enter into an agreement to lease certain real property hereinafter described, which is the property of the Lessor, and

Whereas, it is necessary and desirable to reduce to writing the covenants and agreements of the parties relative thereto;

Now therefore, for and in consideration of the covenants and agreements contained herein, the parties hereto agree as follows:

1. DESCRIPTION OF PROPERTY:

The lessor, in consideration of the rent and covenants herein contained, does hereby let and lease to the Lessee all that certain piece or parcel of real property (hereinafter referred to as "the demised premises") situated in the City of Escanaba, County of Delta, State of Michigan, and more particularly described as follows to wit:

Lot 6 of Block 65 of the Original Plat of the City
of Escanaba.

2. TERM OF LEASE AND RENTAL:

Lessee rents the above premises for a term of ten (10) years, commencing on the 1st day of January, 2020 and terminating on the 31st day of December, 2029, or sooner as provided herein, at the annual rental of one (\$1.00) dollar.

3. USE OF PREMISES:

The leased premises may be used by Lessee for its activities as Downtown Development Authority.

4. ALTERATIONS, ADDITIONS AND IMPROVEMENTS:

Lessee shall have the right to make alterations and improvements to the leased premises and provided that such alterations and improvements shall first require the prior written consent of Lessor, which consent shall not be unreasonably withhold, provided, however, that all such alterations and improvements shall be performed at the sole expense of Lessee and in compliance with all applicable ordinances and building codes.

5. INSTALLATION OF TRADE FIXTURES AND EQUIPMENT:

Lessee shall have the right to install trade fixtures and equipment and may at the expiration of the Lease term remove the same, provided, that any damage caused by such removal shall be repaired by Lessee.

6. REPAIRS AND MAINTENANCE:

a. Obligations of Lessee: Except for those repairs expressly made the obligation of Lessor hereunder, Lessee shall, during the term of this lease, at its expense, keep the interior and exterior of the demised premises in as good an order and repair as it is at the date of the commencement of this lease, and shall repair at its own expense any damage which occurs to the interior or exterior of the building, including door and windows, resulting from Lessee's operation, reasonable wear and tear and damage by accidental fire or casualty excepted. In addition, Lessee shall make, at its sole expense, all routine repairs and major repairs to plumbing, toilet facilities and other fixtures and equipment installed for the general supply of water, heat, electricity and other utilities.

Lessee shall maintain any lawn and parking area in and about the demised premises in good order and repair, including the removal of snow, ice, rubbish and other obstructions.

b. Obligations of Lessor: Lessor, during the term of this lease, shall keep the structural supports, roof and exterior walls of the building in good order and repair, except repairs which are occasioned by the acts of the Lessee, its agents and employees.

7. UTILITIES AND JANITORIAL SERVICE:

Lessee shall pay all charges for electric, gas, water and other utility services required in connection with Lessee's use of the demised premises. Lessee shall also be responsible for the routine janitorial service in conjunction with its obligation to maintain the premises in a good condition.

8. INSURANCE:

Lessor shall, during the term of the lease, obtain and maintain at its expense the following types and amounts of insurance:

a. Fire and casualty insurance on all buildings, building improvements, building contents, including all personal property of the Lessee and Lessee's customers. This insurance shall be provided in the amounts to cover replacement of said building and contents. The deductible shall be not more than \$1,000.00.

b. Insurance against liability for bodily injury in a single limit amount of not less than \$500,000.00 for any one accident and property damage insurance in a minimum amount of \$50,000.00. Said policy shall name lessor as an additional insured.

c. Workers' compensation insurance in the limits required by the state law of the State of Michigan.

9. DEFAULT OF BREACH:

Each of the following events shall constitute a default or breach of this lease by Lessee:

- a. If the existence of Lessee shall terminate pursuant to State law.
- b. If Lessee shall fail to perform or comply with any of the conditions of this lease, other than rental, and if the non-performance shall continue for a period of thirty (30) days after notice thereof by Lessor to Lessee or, if the performance cannot be reasonably had within the thirty (30) day period, Lessee shall not in good faith have commenced performance within the thirty (30) day period and shall not diligently proceed to completion of performance.
- c. If Lessee shall vacate or abandon the demised premises.

10. EFFECT OR DEFAULT OF BREACH:

In the event of any default or breach hereunder, as set forth in section 9, the rights of Lessor shall be as follows:

- a. Lessor shall give Lessee a written notice of forfeiture, specifying the default which has occurred and shall give Lessee a period of fifteen (15) days after service of said notice of forfeiture to correct the default which has occurred.
- b. Lessor may elect, but shall not be obligated, to make any payment required of Lessee herein or comply with any agreement, term or condition required hereby to be performed by Lessee, and Lessor shall have the right to enter the demised premises for the purpose of correcting or remedying any such default and to remain until the default has been correctly or remedied, but any expenditure for the correction by Lessor shall not be deemed to waive or release the default of Lessee of the right of Lessor to take any action as may be otherwise permissible hereunder in the case of any default.
- c. Lessor may re-enter the premises immediately and remove the property and personal items of Lessee, and store the property in a public warehouse or at a place selected by Lessor, at the expense of Lessee. After re-entry Lessor may terminate the lease on giving fifteen (15) days written notice of termination to Lessee. Without the notice, re-entry will not terminate the lease. On termination Lessor may recover from Lessee all damages proximately resulting from the breach, including the cost of recovering the premises, and the worth of the balance of this lease over the reasonable rental value of the premises for the remainder of the lease term, which sum shall be immediately due Lessor from Lessee.
- d. After re-entry, Lessor may relet the premises or any part thereof for any term without terminating the lease, for the best rent and terms reasonably obtainable under the circumstances. Lessor shall have the right, but shall not be required, to apply the rent received from reletting the

premises: (1) to reduce the indebtedness of Lessee to Lessor under the lease, not including indebtedness for rent, (2) to expense of the reletting and alterations and repairs made, (3) to rent due under this lease, or (4) to payment of future rent under this lease as it becomes due.

e. Lessor shall have such other rights and remedies as may be provided by law, including summary proceedings.

11. FIRE OR OTHER CASUALTY:

If all or any part of the building located on the leased premises is damaged or destroyed by fire or other casualty, the Downtown Development Authority shall be given one year to restore or replace the building provided that the Downtown Development Authority abide by the ordinances of the City of Escanaba.

12. ASSIGNMENT AND SUB-LEASING:

Lessee shall not assign this lease or any interest herein, or sub-let the demised premises or any part thereof, without the prior written consent of Lessor. Consent shall not be unreasonably withheld. Notwithstanding any such consent, in the event of any assignment of this lease, or any sub-letting hereunder, Lessee shall remain liable for the performance of all covenants on the part of Lessee to be performed hereunder.

13. QUIET ENJOYMENT AND ZONING:

The Lessor hereby covenants that it is the sole owner of the leased premises, that it has full authority to execute this lease, that the premises are currently zoned for Lessee's intended purpose and that the Lessee, upon paying said rent and performing the covenants contained in this lease, shall and may quietly have, hold and enjoy the leased premises during the term hereof.

14. WAIVERS:

The acceptance by Lessor of any installment of rent shall not operate as a waiver of breach of any covenant or condition of this lease. Any assent, expressed or implied, by Lessor to any breach of any covenant or condition shall not operate as an assent or waiver of any such covenant or condition generally, or of any subsequent breach thereof.

15. NOTICES:

All notices to be given with respect of this lease shall be in writing. Each notice shall be sent by certified mail, postage prepaid and return receipt requested, to the party to be notified at the address set forth herein or at such other address as either party may from time to time designate in writing.

Every notice shall be deemed to have been given at the time it shall be deposited in the United States mail in the manner prescribed herein. Nothing contained herein shall be construed

to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

16. ACCESS TO PREMISES:

Lessor shall have the right to enter upon the leased premises during reasonable hours for the purpose of inspecting the same, and during the last ninety (90) days of the lease term, for the purpose of showing the said premises to prospective purchasers and/or tenants.

17. TOTAL AGREEMENT; APPLICABLE TO ITS SUCCESSORS:

This lease contains the entire agreement between the parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto. This lease and the terms and conditions thereof apply to and are binding on the heirs, legal representatives, successors, and assigns of both parties.

In witness whereof, the parties have agreed to the terms of this documents on the ____ day of _____, 2019.

In the presence of:

Lessor:
City of Escanaba

Witness

Marc Tall, Mayor

In the presence of:

Lessee:
Downtown Development Authority

Witness

Dan Bender, Chairperson



October 30, 2019
Escanaba City Council
Patrick Jordan, City Manager
Melissa Becotte, City Controller

Dear Escanaba City Council:

I want to thank you for reviewing our request to renew the leases for the DDA maintained parking lots and for the use of the Center Court property. The leases expired after 20 years last December and an agreement to renew them for a calendar year was put in place while a longer term agreement would be negotiated. The leases in front of you today have been approved by the DDA Board and would be viewed as a win-win agreement.

The DDA has maintained their commitment to improve and repair issues that come up that are listed as the responsibility of the lessor in the lease agreement. This year the DDA had a new heating/air conditioning system installed for \$5885. The responsibilities listed in the past leases for the lessee call for major building issues only. The city in 2018 paid \$18,000 dollars to have the roof at Center Court repaired. The building has a water issue that has been brought to the City's attention a few years ago but remains unresolved. I am confident that issue will be resolved based on the past lease agreements.

I have included for your review the history of Center Court, as well as the dedication from then City Mayor, Jeanne Rose. Through the hard work of many private citizens, the City of Escanaba & the Escanaba DDA an eye soar was transformed to a wonderful welcome center! I would hope everyone would support that type of partnership that occurred in 1996.

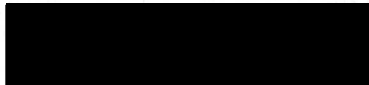
Sincerely,

A black rectangular redaction box covering the signature of Ed Legault.

Ed Legault
Executive Director
Escanaba Downtown Development Authority

A black rectangular redaction box covering the address line.

W) 906-789-8696
F) 906-789-6182



Center Court

Once a Standard Oil service station, the building was donated to the City of Escanaba in 1970 and shortly thereafter transformed into a downtown rest area, only to be closed due to vandalism. However, the need for a downtown rest area persisted.

In the spring of 1996, the reorganized Escanaba Downtown Development Authority under the direction of chair Nancy Winneroski, selected the Center Court as its first major project.

The building features office space for the Downtown Development Authority and MainStreet, Escanaba. A meeting room (for use by area businesses). A central reception area and public restrooms.

Center Court

When Center Court opened its doors In March of 1997, It was the culmination of many years of planning and persistence despite numerous obstacles along the way.

The need for a community/rest center in downtown Escanaba had been the topic of discussion for a long time. The location had even been decided.

In 1921 a building was constructed on the corner of 11th and Ludington Street for use as a gas station. It was also to be the regional office for the Standard Oil Company. Later in 1930, The small building was torn down to make room for a larger station that was built about 20 feet to the south of the original site. This building was complete with a vehicle hoist. It was also the building that would years later become Center Court. It remained a gas station until 1970 when Standard Oil donated it to the city of Escanaba.

The city used the garage as a storage site and opened the restrooms for public use but without supervision the building was a prime target for vandalism. The city closed the building shortly thereafter, and it remained closed throughout the 70's, 80's, and into the mid 90's.

In 1992 a Center Court Development Committee was established. The old city garage was still considered the "ideal" spot. With the leadership of the DDA director the committee began a fund-raising campaign. They contacted local service organizations, businesses, and industry and received almost \$600 in pledges for the project.

The old garage was selected because of its physical size, location (in the "center" of downtown), and its position adjacent to an undeveloped park area. Preliminary proposals from 1992 relied heavily on community donations and volunteer labor. The cost to complete the project was estimated to be \$80,000.

Plans were to have the garage completely renovated to include public restrooms, telephone, and drinking fountain. The interior decor would boast Escanaba's Port heritage, with displays lining the walls showing products manufactured by local business. Directories and flyers for upcoming community events would also be available. Phase II of the project called for the grounds around the Center Court building to be improved. However, the DDA Director left in 1993, and with the loss of leadership the committee eventually dissolved.

By 1994, the DDA hired a new director and once again began to look into the Center Court project. This was also the time the DDA was considering bringing in the MainStreet program, and they intended to use the building for activities for MainStreet events throughout the year.

Center Court would have public restrooms, telephone, and drinking fountain. It would be a tourist information center, and also house the offices of the DDA and MainStreet, Escanaba.

But again, the timing was not right. The DDA director left his position and without staff to administer the program the Center Court Project lay dormant for a year and a half.

In the spring of 1996 the newly reorganized Escanaba Downtown Development Authority, selected Center Court as its first major project with the intention of seeing the project to completion and financing it.

It was Major! A site assessment had to be performed, before any construction could begin because it was believed the building had underground storage tanks (see site assessment ,

Appendix V). Construction was quite a challenge! The vehicle hoist had to be removed from what is now the conference room. After more than twenty years of neglect the clean up that needed to be done before construction was a major project in itself, and involved many volunteer

labor hours. Professional services were rendered at reduced costs. The work was done by Oscar J. Boldt Construction and Bittner Engineering of Escanaba. Local workers were hired to work on

this project. Center Court was truly a community event. In the end the project cost twice as much as the 1992 estimates. The final cost for Center Court was nearly \$160,000. What a

worthwhile expense it has become!

In March of 1997 MainStreet, Escanaba set up residence at Center Court, and in May of that same year the Downtown Development Authority followed. MainStreet held its open house on May 22, and the DDA dedicated the building to the community on July 18, 1997, sidewalk festival day.

Since that time Center Court has become the meeting place for downtown. Community support and approval of this facility have been very positive.

Center Court is the hub for downtown and community activities. Escanaba, Sidewalk Festival Days, Oktoberfest, and the Christmas tree lighting ceremonies are just a few of the events that have taken place at Center Court this past year. In addition, Center Court has become a tourist information center. The interior decor is a tribute to Escanaba's history and heritage.

In an effort to control costs and remain open longer the staff is working with service agencies through job training partnerships. The current volunteer is obtaining her job training at Center Court through the Michigan Commission for the blind. While helping at the front desk to greet people and give out information, she is learning computer and office skills that will help her in obtaining a paid position. We also contract with Lakestate, Industries Vocational Rehabilitation Center for our custodial services. Our custodian is learning job skills and independence through her partnership with Center Court. This has proved to be a win/win situation. We are involved with the community at many levels.

The benefits of Center Court to the community are immeasurable. In its first year it has accomplished all of its original goals. The future use of this building will continue to expand and branch out in new directions. Downtown merchants have a vital place to meet, plan, grow, and enjoy activities. Residents and visitors have a place to come in from the cold on those wintry shopping days and a place to sit and eat lunch on those warm summery ones. As we look to the future, the possibilities are limitless.

Question Eighteen.

To what degree is this program innovative?

This was a building completely transformed from its former use as a garage to a public showplace. The building was redesigned to incorporate the surrounding history of the district. The tower was added not only for visual appeal but to compliment other landmark towers in the area: the Historic House of Ludington, The Bonifas Arts Center and neighboring church steeples. The tower is also incorporated into the new Downtown Development Authority Logo, and the image is used on all business correspondence. It also enables the front door of the building to face Ludington Street, even though it is on the 11th street side of the building. It draws the public in and welcomes them from the main street intersection.

In an effort to not repeat the previous problem of vandalism, the new design created access to the restrooms through the lobby which is always monitored (in the old building the restrooms were entered from the outside). A window was also placed between the reception desk and the office to enable one-person staffing, and allow for someone in the back office to see the lobby.

In selecting materials for this project, DRY-VIT was used to conceal many past attempts at renovation. The Ceramic tile floor, though expensive initially, is low maintenance and expected to last many years. Because the building is small, French doors were used to separate the meeting room from the office, and provide the optical illusion of space.

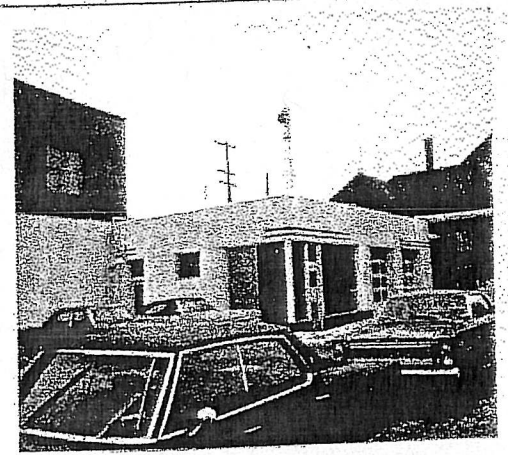
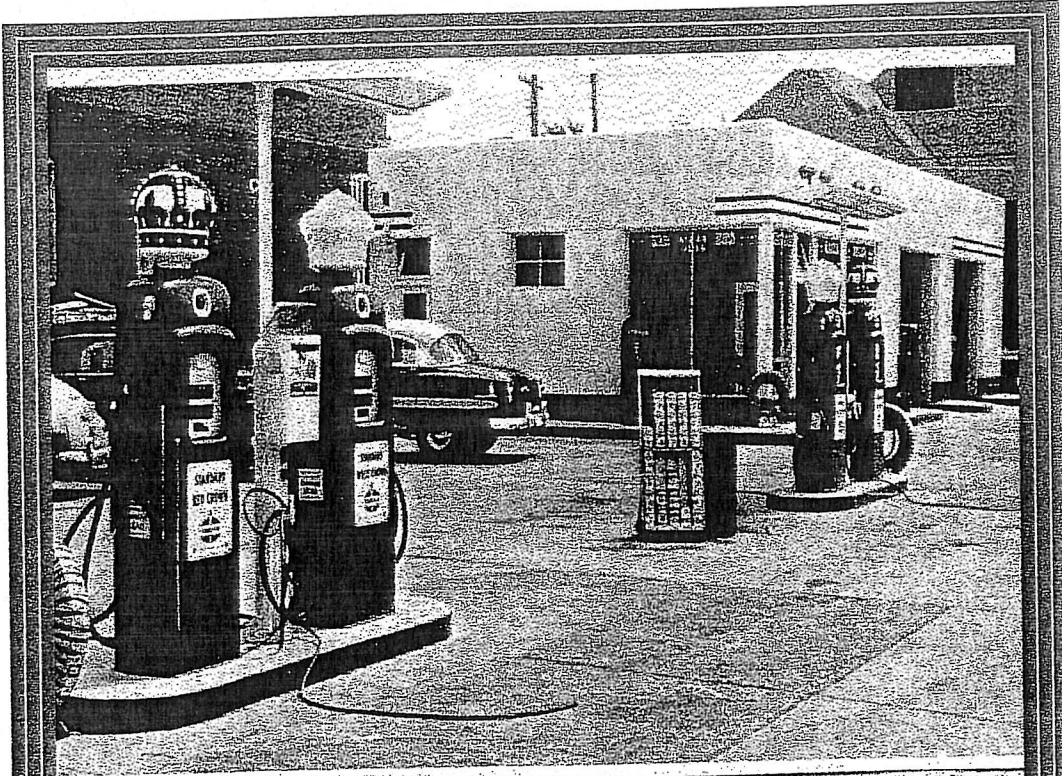
The exterior of the building has electrical outlets to enable entertainers and vendors ready access to electricity. This also provides ready access for the Christmas tree lights. The corner of 11th and Ludington has been and will continue to be the site of the city Christmas tree, and a natural gathering spot. The building is also used as storage site for seasonal downtown decorations, which before Center Court had been stored around the city in private garages.

Three flag poles representing the city, state and the US were erected in front of the building to instill a sense of patriotism.

The 100% cost overrun was mostly due to the extent of renovations, the vehicle hoist when removed left a large "pit" that had to be filled. Previous cost estimates were based on plans that involved mostly volunteer labor. Also by the time the plans were ready for implementation the economy had picked up considerably and the cost of labor had increased two-fold.

Center Court was created to not only add a touch of beauty to downtown, give the residents public restrooms, and create offices for the DDA and MainStreet, but to instill a sense of pride in our history. We feel we have done that.

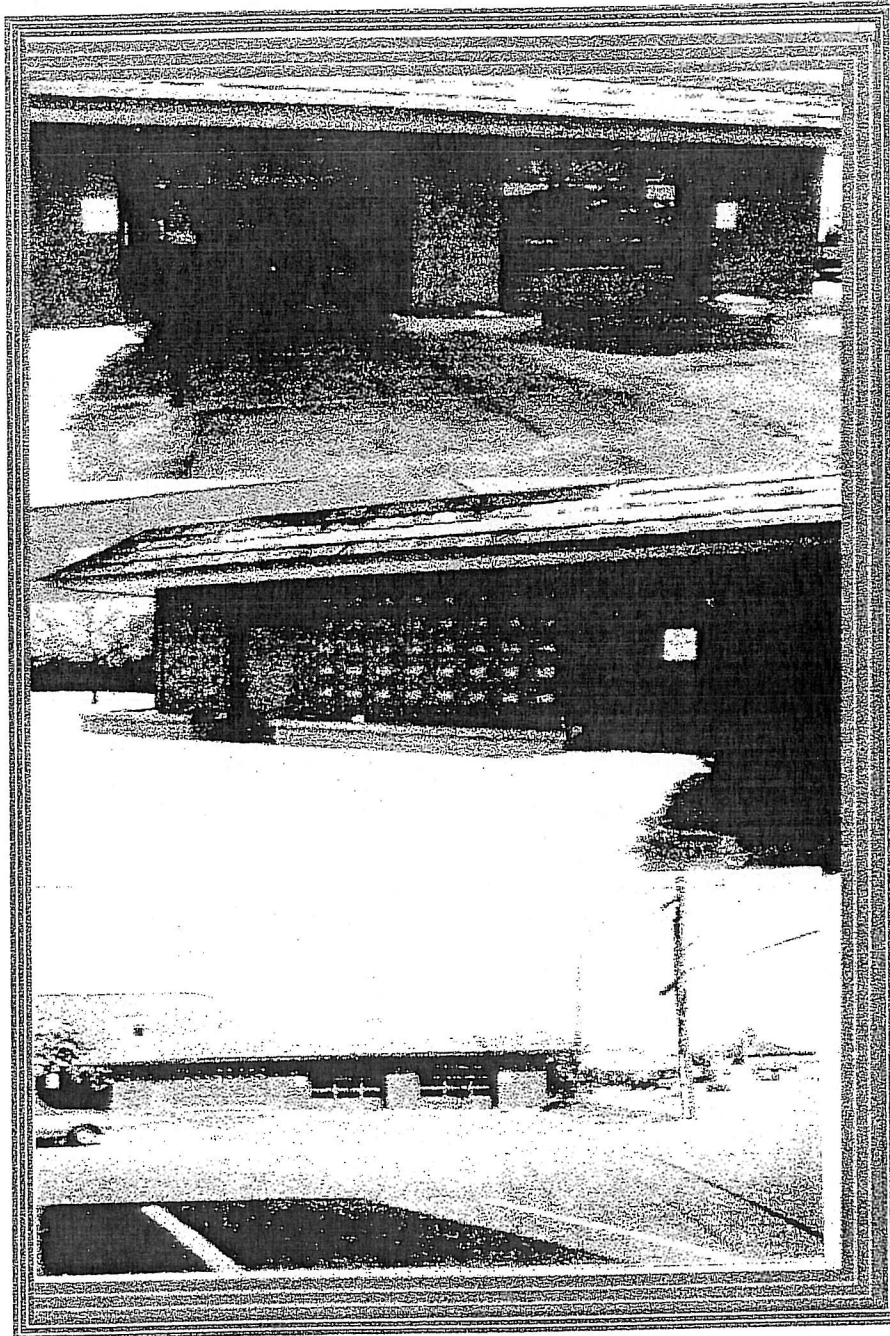
Center Court
Exterior
Before 1970



Standard Oil Building built in 1930
(Not date of picture)

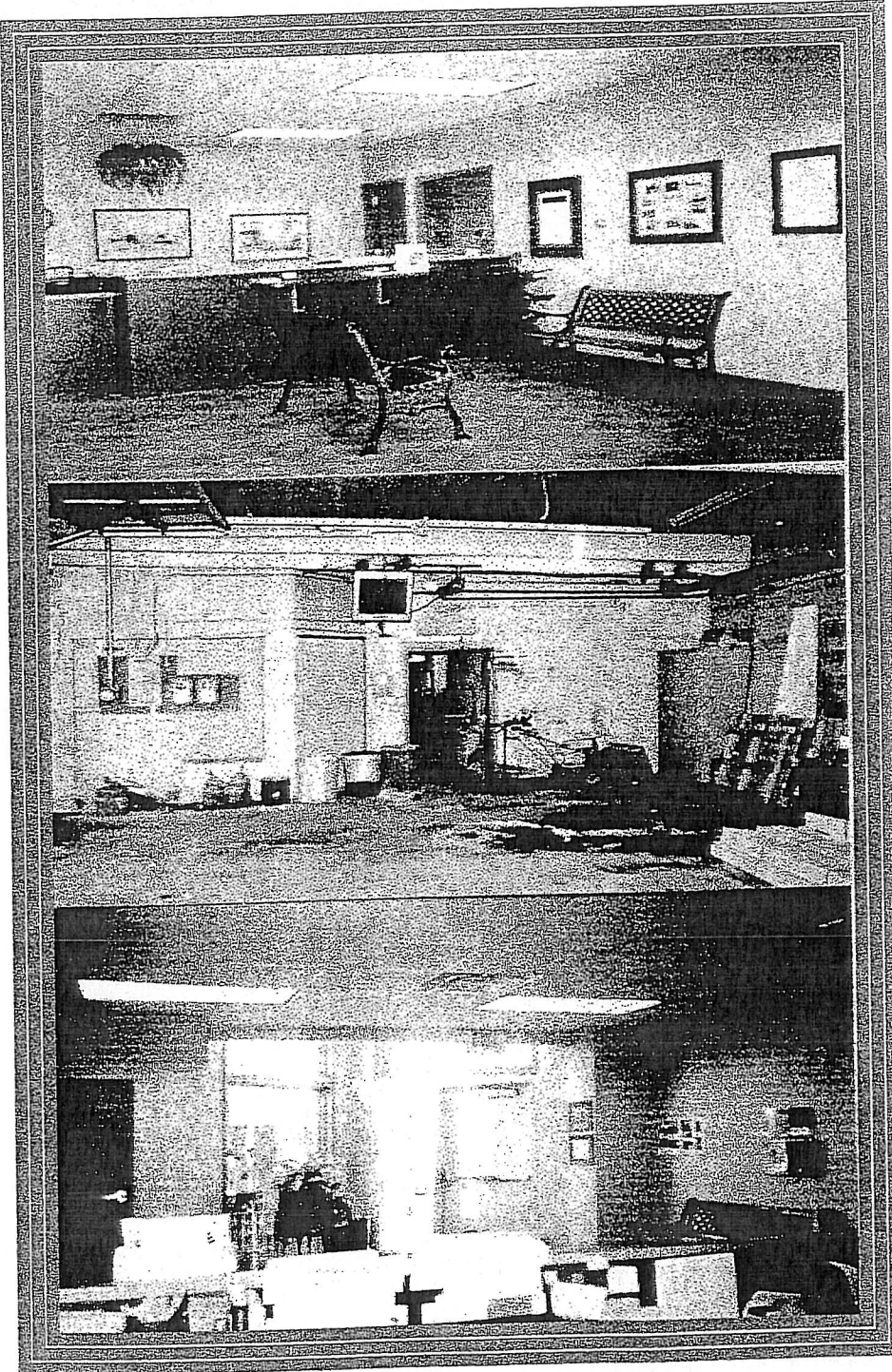
Center Court
Exterior
Before

1996 the city
garage as it
looked
before the
Center Court
Renovations



After the City of
Escanaba took
over
the building from
Standard Oil in
1969
It resided
the exterior

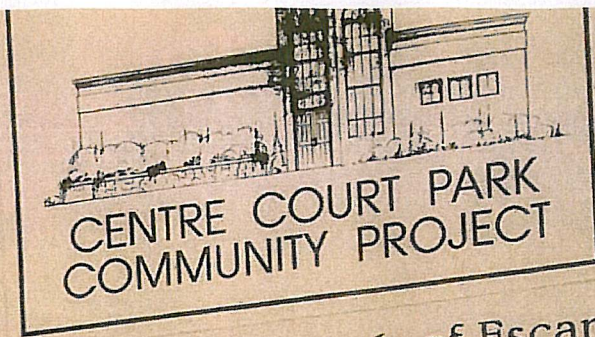
Center Court
Interior
Before / After



Renovated
visitors area
1998

Future
visitors area
1996
before
renovation

Renovated
visitors area
(view from
behind
receptionist
desk) 1998



On July 18, 1997, the sights and sounds of Escanaba's Downtown Sidewalk Day provided a festive backdrop for the dedication of the Center Court, the new home of the Escanaba Downtown Development Authority and *MainStreet*, Escanaba.

Once a Standard Oil service station, the building was donated to the City of Escanaba in 1969 and shortly thereafter transformed into a downtown rest area, only to be closed due to vandalism. However, the need for a downtown rest area persisted.

In the spring of 1996, the reorganized Escanaba Downtown Development Authority under the direction of chair Nancy Winneroski, selected the Center Court as its first major project.

Major it was! A preliminary proposal from 1992 relied heavily on donations and volunteer labor and projected a cost of \$80,000. In the end, the project cost twice as much. {it should be noted that many volunteer hours were expended, professional services were provided at reduced cost, and a number of workers were provided with jobs over the course of the construction.}

The building features an office space and meeting room on the south end, a central reception area, and public restrooms on the north end of the building.

Welcome to Center Court!!

Written by Mayor Jeanne Rose

Agenda Item: NB-6
Date: 11-7-19

City Council Agenda Item Request

Date: October 31, 2019

Name: Patrick Jordan

Department: Administration

Item: Discussion on the need for an Interim City Manager and possible appointment

Meeting date requested: November 7, 2019

Explanation for request:

Discussion and possible action on the need for an Interim City Manager and a possible appointment

