



# CITY COUNCIL MEETING AGENDA

October 3, 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, October 3, 2019, at 7:00 p.m.**

CALL TO ORDER

ROLL CALL

INVOCATION/PLEDGE OF ALLEGIANCE –  
APPROVAL/CORRECTION(S) TO MINUTES –  
APPROVAL/ADJUSTMENTS TO THE AGENDA  
CONFLICT OF INTEREST DECLARATION(S)  
BRIEF PUBLIC COMMENT(S)  
PUBLIC HEARINGS  
UNFINISHED BUSINESS  
NEW BUSINESS

Pastor Weylund Heimer of New Life Assembly of God Church  
Regular Meeting – September 19, 2019

**1. Approval - Use of Public Space – Ludington Street - Community Trunk-or-Treat Event.**

**Explanation:** Sav-Mor sought Council approval to close off Ludington Street between 10<sup>th</sup> and 14<sup>th</sup> Street for their annual Community Trunk-or-Treat event on Saturday, October 26, 2019, from 10:00 a.m. to 4:00 p.m. (Event Time: 1:00 p.m. to 3:00 p.m.) Administration is recommending approval with the following conditions: 1) Proper insurance be provided naming the City of Escanaba as an additional insured, 2) The event sponsors provide all labor and material to clean up at the conclusion of the event, and 3) The event sponsor pay for any overtime City labor costs that may be incurred.

**2. Approval – Fireworks Show at Escanaba Football Game.**

**Explanation:** Escanaba Eskymos Fan Club is seeking Council approval of a halftime fireworks show at the Eskymo Football game, Friday, October 11, 2019. Administration recommended approval with the following conditions: 1) Proper insurance be provided naming the City of Escanaba as an additional insured, 2) The event sponsors provide all labor and material to clean up at the conclusion of the event, and 3) The event sponsor pay for any overtime City labor costs that may be incurred.

**3. Approval – Hiring Bond Counsel for the SRF Project - Wastewater.**

**Explanation:** Administration is seeking authorization and Council approval to hire Miller Canfield, of Detroit, MI to conduct the work associated with portions of the SRF loan requirements for the Bond Counsel fee work as outlined in the attached engagement letter, at a cost not to exceed \$42,500.00. This money will be reimbursed and is part of the SRF Loan process.

**4. Approval – Hiring Financial Advisor for the SRF Project – Wastewater.**

**Explanation:** Administration is seeking authorization and Council approval to hire Baker Tilly Municipal Advisors, LLC, of East Lansing, MI to conduct the work associated with portions of the SRF loan requirements for the Financial Advisors work as outlined in the attached Exhibit A of the engagement letter, at a cost not to exceed \$38,500.00. This money will be reimbursed and is part of the SRF Loan process.

Agenda –October 3, 2019

**5. Approval – BS&A Software – HR/Treasurer & Controller.**

**Explanation:** Administration is seeking Council approval for the purchase of new software for Utility Billing, General Ledger, Accounting Payable, Payroll, and Cash Receipting. BS&A is already being utilized for Tax, Tax Delinquent, and Assessing. The purchase of the additional BS&A software would streamline all the programs making reporting a smoother process.

APPOINTMENTS

BOARD, COMMISSION, AND COMMITTEE REPORTS

GENERAL PUBLIC COMMENT

ANNOUNCEMENTS

ADJOURNMENT

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Patrick S. Jordan", written over a faint circular stamp.

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

**OFFICIAL PROCEEDINGS  
CITY COUNCIL  
CITY OF ESCANABA, MICHIGAN  
Regular Council Meeting  
Thursday, September 19, 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, Blasier seconded, **CARRIED UNANIMOUSLY**, to approve Regular Meeting minutes from September 19, 2019, as submitted.

**ADJUSTMENTS TO THE AGENDA**

City Manager added New Business item 4 "Quit Claim Deed" to the agenda.

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

**CONFLICT OF INTEREST DECLARATION** – None

**BRIEF PUBLIC COMMENT**

Ed Legault – Executive Director of DDA- discussed developing the Lake Front and support of the Development Project.

T.J. Thomas – Executive Director of the Delta County Economic Alliance - supports the Development Project.

Mary Levesque – discussed the Development Project. Mrs. Levesque suggests there should be more retirement apartments in Escanaba.

Gordy Fitch – Thanked the City Council for their involvement in the Development Project.

William Gasman – Discussed his support of the Development Project.

**PUBLIC HEARINGS** – None

**UNFINISHED BUSINESS** – None

**NEW BUSINESS**

**NB-1 Approval – Purchase of Bottomlands-Parcel Adjacent to Chamber Building.**

Administration sought Council approval to purchase the .62 acres of bottomlands adjacent to the Chamber building for \$15,900.

**NB-1** Blasier moved, Sattem seconded, to approve to purchase the .62 acres of bottomlands adjacent to the Chamber building for \$15,900.

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

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

**MOTION CARRIED.**

**NB-2 Discussion/Ratification – Purchase, Sale and Development Agreement with Proxima.**

Council held a discussion/ratification of Purchase, Sale and Development Agreement with the Proxima Group for the Jail and Waterfront properties jointly owned by Delta County and the City of Escanaba.

City Manager, Patrick Jordan, gave a detailed discussion of the Purchase, Sale, and Development Agreement with Proxima Group.

**NB-2** Blasier moved, O’Connell seconded, to ratify the Purchase, Sale and Development Agreement with the Proxima Group knowing it’s subject to change.

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

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

**MOTION CARRIED.**

**NB-3 Approval – Purchase Agreement/Land Contract with Proxima for Adjacent Properties.**

Administration sought Council approval of a Purchase Agreement/Land Contract with Proxima for Adjacent Properties. Article X “ADJACENT PROPERTIES” in the Purchase, Sale and Development Agreement pertains to the old Commerce Center building, property and the contiguous property to the east. Development of this Phase would follow completion of Phase 1, the Jail and Waterfront development.

**NB-3** Blasier moved, Sattem seconded, to approve of a Purchase Agreement/Land Contract with Proxima Group for Adjacent Properties of which is subject to change depending on the appraisal.

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

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

**MOTION CARRIED.**

**NB-4 – Approval – Quit Claim Deed for the Bottomlands at the Jail Site.**

Administration sought Council approval of the Bottomlands Quit Claim Deed at the Jail Site.

**NB-4** Beauchamp moved, O’Connell seconded, to approve of the Bottomlands Quit Claim Deed at the Jail Site.

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

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

**MOTION CARRIED.**

**APPOINTMENT(S) TO CITY BOARDS, COMMISSIONS, AND COMMITTEES**

Mayor Tall, with Council consensus, made the following appointment:

Cheryl Ohman re-appointed to the Data Board.

**BOARD, COMMISSION, AND COMMITTEE REPORTS**

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

**GENERAL PUBLIC COMMENT**

Lyle Berro – discussed the use of a performance bond and the Chamber of Commerce Property.

T.J Thomas - Executive Director of the Delta County Economic Alliance - commended City Council on their approval of the Development Project.

Ed Legault - Executive Director of DDA - thanked the City Council Members for their commitment to the Development Project.

William Gasman - discussed the Development Project and Recreational Marihuana.

Helene Tebear - discussed Medical Marihuana.

Tyler Anthony – discussed the Development Project and how it will impact the City of Escanaba.

Mary Levesque – discussed the need for senior living retirement apartments.

**ANNOUNCEMENTS**

- Fur Raiser – October 24 at the Island Resort and Casino. Money raised will go towards the Animal Shelter;
- Pulling for Honor – September 21, 2019, money raised will go towards the U.P. Honor Flight;
- Muscle on Main Car Show.

Hearing no further public comment, Sattem moved the Council adjourned at 7:52 p.m.

Respectfully submitted

Phil DeMay  
City Clerk

Approved: \_\_\_\_\_  
Marc D. Tall, Mayor

Agenda Item: NB-1  
Date: 10-03-19

## City Council Agenda Item Request

Date: September 26, 2019

Name: Patrick Jordan

Department: Administration

Item: Approval of Ludington St. closure for Trunk or Treat October 26

Meeting date requested: October 3, 2019

### Explanation for request:

A request has been made for Ludington St. Closure Oct. 26 for the annual Trunk or Treat. Application will be available at the Oct. 3 meeting and will be reviewed and approved by necessary departments.

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

DATE(S) OF EVENT: Saturday, October 26<sup>th</sup>, 2019  
Day of Week, Month, Day, Year (Example: Saturday, October 29, 2016)

NAME OF EVENT: Trunk-or-Treat

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

Organization: Saw-Mow  
 Contact Person: Kelly Waich Daytime Phone: [REDACTED]  
 Address: [REDACTED] Evening Phone: 11  
 City, State Zip: Escanaba, MI 49829 E-mail: [REDACTED]  
 Website: \_\_\_\_\_ Event Phone: \_\_\_\_\_  
 Charitable Org #: \_\_\_\_\_ Fax: \_\_\_\_\_  
(If applicable)

Alternate Contact: Craig Carter [REDACTED]  
(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: Widington St between 10<sup>th</sup> & 14<sup>th</sup>  
 Road(s)      Road Closure Required?  Partial       Full

**DATE/TIME:**

|  |   |   |
|--|---|---|
| <b>EVENT TIME</b><br><small>This is the time your event would be ready to accept participants or general public.</small> | <b>Event Begins</b><br>DATE: <u>10-26-19</u><br>TIME: <u>1pm</u>  | <b>Event Ends</b><br>DATE: <u>10-26-19</u><br>TIME: <u>3pm</u>    |
|  | <b>SET-UP TIME</b><br><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><br>DATE: <u>10-26-19</u><br>TIME: <u>10am</u> |

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



**EVENT DETAILS – TYPE OF EVENT:**

Parade

Cycling

Festival/Event

Run

Walkathon

Other (specify): Trunk-or-Treat

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

Participants: # 25+

Wheelchair Accessible:  Yes  No

Bands: # 0

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

Vehicles/Floats: # 25+

Admission:  Yes  No

Volunteers: # 25+

Parking:  Yes  No

General Public: # 500+

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

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

Power Requirements:  Yes  No

Fireworks:  Yes  No

Sound Amplification:  Yes  No

Alcohol:  Yes  No

Access to power if possible:  Yes  No

Live Music:  Yes  No

Tents/Temp. Structures:  Yes  No

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

Amusement Rides:  Yes  No

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

Inflatables:  Yes  No

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

**FOOD AND BEVERAGE:**

Will there be Food and Non-Alcoholic Beverages sold?  Yes  No (Continue to next page)

Food Stand locations:  Indoor  Outdoor  Indoor and Outdoor

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

Chicken / Seafood  Soups / Chili  Other Foods (Please list)

Rice / Pasta Dishes  Salad

Soda / Chips / Candy  Other Meats

Hotdogs / Hamburgers  Baked Goods

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

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

- |  |   |   |
|--|---|---|
| Ludington Park – Pavilion (1/2 Day)        | <input type="checkbox"/> \$75 (Resident)  | <input type="checkbox"/> \$100 (Non-Resident) |
| Ludington Park – Pavilion (Full Day)       | <input type="checkbox"/> \$100 (Resident) | <input type="checkbox"/> \$125 (Non-Resident) |
| Ludington Park – Bandshell (1/2 Day)       | <input type="checkbox"/> \$75 (Resident)  | <input type="checkbox"/> \$100 (Non-Resident) |
| Ludington Park – Bandshell (Full Day)      | <input type="checkbox"/> \$100 (Resident) | <input type="checkbox"/> \$125 (Non-Resident) |
| Ludington Park – Gazebo (2 Hour Block)     | <input type="checkbox"/> \$50 (Resident)  | <input type="checkbox"/> \$75 (Non-Resident)  |
| Other Picnic or Gathering Area (Full Day)  | <input type="checkbox"/> \$35             |   |
| John D. Besse Park – Pavilion (1/2 Day)    | <input type="checkbox"/> \$75 (Resident)  | <input type="checkbox"/> \$100 (Non-Resident) |
| John D. Besse Park – Pavilion (Full Day)   | <input type="checkbox"/> \$100 (Resident) | <input type="checkbox"/> \$125 (Non-Resident) |
| Lemerand Field – Pavilion (1/2 Day)        | <input type="checkbox"/> \$75 (Resident)  | <input type="checkbox"/> \$100 (Non-Resident) |
| Lemerand Field – Pavilion (Full Day)       | <input type="checkbox"/> \$100 (Resident) | <input type="checkbox"/> \$125 (Non-Resident) |
| Lemerand Field – Entire Complex (Full Day) | <input type="checkbox"/> \$250            |   |

\*\*\* Half-Day Reservations Cut-off Time is 4:00PM. Half-day reservations can be made before or after 4:00PM.

**EVENTS REQUESTING ROAD CLOSURE:**

Road closures must be approved by City Council. Once City Council has approved your road closure, changes cannot be made to your route without notification to the City Manager as a secondary Council Approval will have to be sought.

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

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

Ludington St. 10<sup>th</sup> through 14<sup>th</sup>

I have read and understood the Special Events Application.

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

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

[Redacted Signature]

[Redacted Name]

9/20/19

Event Organizer Signature

Print Name

Date



Ave N  
y Cleaners

Supremacy

Ave S

N 14th St

13th St N

12th St N

11th St N

N 10th St

13th St N

Silver Winds Church

Total Tool &  
Equipment Services

1st Ave N

11th St N

US Social Security  
Administration

1st Ave N

Mu

Ernie's Irish Pub

Stone Cup Coffee  
House & Stone's Deli

12th St N

Ludington Grill

11th St N

St. Vincent de  
Paul Society

N 10th St

Andy's Downtown

Rosy's Diner

13th St S

Crispigna's

S 12th St

Dream Day Event Center

11th St S

Treasure Chest

Nyman Jeweler

S 9th St

Skradski Family  
Funeral Homes

1st Ave S

Bethany Lutheran  
Church: ELCA

Serenity Salon

Agenda Item: NB-2  
Date: 10-03-19

## City Council Agenda Item Request

Date: September 26, 2019

Name: Patrick Jordan

Department: Administration

Item: Approval of Fireworks show at Escanaba football game

Meeting date requested: October 3, 2019

**Explanation for request:**

We've had a request for approval of a fireworks show at the next Eskymos homegame, October 11, 2019. This is an annual event.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/18/2019

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| <b>PRODUCER</b><br>Brown & Brown - Daytona Beach<br>[REDACTED]<br>Daytona Beach FL 32114     | <b>CONTACT NAME:</b> COURTNEY CROWN<br><b>PHONE (A/C No, Ext):</b> [REDACTED] <b>FAX (A/C No):</b> [REDACTED]<br><b>E-MAIL ADDRESS:</b> [REDACTED]   |                                     |        |                                    |       |             |       |             |  |             |  |             |  |
|--|--|-------------------------------------|--------|------------------------------------|-------|-------------|-------|-------------|--|-------------|--|-------------|--|
| <b>INSURER(S) AFFORDING COVERAGE</b>   |  |                                     |        |                                    |       |             |       |             |  |             |  |             |  |
| <b>INSURED</b> AMERI43<br>AMERICAN EAGLE SUPERSTORE, INC<br>[REDACTED]<br>FORT MILL SC 29715 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER A : James River Ins Company</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER B : Arch Insurance Company</td> <td>12203</td> </tr> <tr> <td>INSURER C :</td> <td>11150</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table> | INSURER A : James River Ins Company | NAIC # | INSURER B : Arch Insurance Company | 12203 | INSURER C : | 11150 | INSURER D : |  | INSURER E : |  | INSURER F : |  |
| INSURER A : James River Ins Company  | NAIC #   |                                     |        |                                    |       |             |       |             |  |             |  |             |  |
| INSURER B : Arch Insurance Company   | 12203  |                                     |        |                                    |       |             |       |             |  |             |  |             |  |
| INSURER C :  | 11150  |                                     |        |                                    |       |             |       |             |  |             |  |             |  |
| INSURER D :  |  |                                     |        |                                    |       |             |       |             |  |             |  |             |  |
| INSURER E :  |  |                                     |        |                                    |       |             |       |             |  |             |  |             |  |
| INSURER F :  |  |                                     |        |                                    |       |             |       |             |  |             |  |             |  |

**COVERAGES** **CERTIFICATE NUMBER: 283516755** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|--|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br>OTHER: |           |          | 000751554     | 9/21/2019               | 9/21/2020               | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000<br>MED EXP (Any one person) \$EXCLUDED<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$5,000,000<br>PRODUCTS - COM/OP AGG \$2,000,000<br>\$ |
|          | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY  |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$   |           |          | 000834199     | 9/21/2019               | 9/21/2020               | EACH OCCURRENCE \$4,000,000<br>AGGREGATE \$4,000,000<br>\$   |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  |           | Y/N      | N/A           |                         |                         | PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$   |
| B        | EXCESS LIABILITY  |           |          | UXP008009470  | 9/21/2019               | 9/21/2020               | EACH OCCURRENCE 5,000,000<br>AGGREGATE 5,000,000   |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 NON OWNED FIREWORKS STAND LIMITATION PER FORM FP5271-0612 AND VENDORS COVERAGE PER WRITTEN CONTRACT PER FORM FP5279-0112 FOR GENERAL LIABILITY. GENERAL LIABILITY AND EXCESS LIABILITY COVERAGES TOTAL \$11,000,000 PRODUCTS AND COMPLETED OPERATIONS AGGREGATE AND \$14,000,000 PREMISE LIABILITY AGGREGATE. DURING PERIODS WHEN CONSUMER FIREWORKS ARE SOLD.  
 Escanaba High School  
 City of Escanaba  
 Escanaba Eskymo Fan Club

|   |  |
|---|--|
| <b>CERTIFICATE HOLDER</b><br><br>Spread Eagle Fireworks<br>18th Ave S<br>Escanaba, Michigan 49829 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br>[REDACTED] |
|---|--|

## 2019 Application for Fireworks Other Than Consumer or Low Impact

**FOR USE BY LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD ONLY**

DATE PERMIT(S) EXPIRE:

Authority: 2011 PA 256

The LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this Legislative Body of City, Village or Township Board.

|   |   |  |
|---|---|--|
| TYPE OF PERMIT(S) (Select all applicable boxes)   |   |  |
| <input type="checkbox"/> Agricultural or Wildlife Fireworks   | <input type="checkbox"/> Articles Pyrotechnic   | <input type="checkbox"/> Display Fireworks   |
| <input checked="" type="checkbox"/> Public Display  | <input type="checkbox"/> Private Display  |  |
| <input type="checkbox"/> Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes   |   |  |
| NAME OF APPLICANT<br><i>Todd Dooley</i>   | ADDRESS OF APPLICANT<br>[REDACTED]  | AGE OF APPLICANT 18 YEARS OR OLDER<br><input checked="" type="checkbox"/> YES <input type="checkbox"/> NO            |
| NAME OF PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER<br><i>Todd Dooley</i>  | ADDRESS PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER<br>[REDACTED]  |  |
| IF A NON-RESIDENT APPLICANT (LIST NAME OF MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT)   | ADDRESS (MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT)  | TELEPHONE NUMBER   |
| NAME OF PYROTECHNIC OPERATOR<br><i>Todd Dooley - Spread Eagle Fireworks</i>   | ADDRESS OF PYROTECHNIC OPERATOR<br>[REDACTED]   | AGE OF PYROTECHNIC OPERATOR 18 YEARS OR OLDER<br><input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| NO. YEARS EXPERIENCE<br><i>24</i>   | NO. DISPLAYS<br><i>55</i>   | WHERE<br><i>Michigan &amp; Wisconsin</i>   |
| NAME OF ASSISTANT<br><i>Tyler Roberts</i>   | ADDRESS OF ASSISTANT<br>[REDACTED]  | AGE OF ASSISTANT 18 YEARS OR OLDER<br><input checked="" type="checkbox"/> YES <input type="checkbox"/> NO            |
| NAME OF OTHER ASSISTANT   | ADDRESS OF OTHER ASSISTANT  | AGE OF OTHER ASSISTANT 18 YEARS OR OLDER<br><input type="checkbox"/> YES <input type="checkbox"/> NO                 |
| EXACT LOCATION OF PROPOSED DISPLAY<br><i>Escanaba Athletic Field 18<sup>th</sup> Ave S Escanaba, MI 49829</i>   |   |  |
| DATE OF PROPOSED DISPLAY<br><i>October 18, 2019</i>   |   |  |
| TIME OF PROPOSED DISPLAY<br><i>9:00 PM</i>  |   |  |
| MANNER AND PLACE OF STORAGE, SUBJECT TO APPROVAL OF LOCAL FIRE AUTHORITIES, IN ACCORDANCE WITH NFPA 1123, 1124 & 1126 AND OTHER STATE OR FEDERAL REGULATIONS. PROVIDE PROOF OF PROPER LICENSING OR PERMITTING BY STATE OR FEDERAL GOVERNMENT.<br><i>Fireworks are stored in another state (Wisconsin). Fireworks will be delivered by trailer about 2 hours prior to Football Game.</i> |   |  |
| AMOUNT OF BOND OR INSURANCE (TO BE SET BY LOCAL GOVERNMENT)   | NAME OF BONDING CORPORATION OR INSURANCE COMPANY  |  |
| <i>See included Insurance Policy</i>  | <i>See included Insurance Policy</i>  |  |
| ADDRESS OF BONDING CORPORATION OR INSURANCE COMPANY   |   |  |
| NUMBER OF FIREWORKS<br><i>50</i>  | KIND OF FIREWORKS TO BE DISPLAYED (Please provide additional pages as needed)<br><i>Multi-shot Repeaters Consumer Grade 1.4G</i><br><i>UN0336</i> |  |
| SIGNATURE OF APPLICANT<br>[REDACTED]  |   |  |
| DATE<br><i>9/18/19</i>  |   |  |



Agenda Item: NB-3  
Date: 10/03/19

## City Council Agenda Item Request

Date: 9/25/19

Name: Jeff Lampi 

Department: Wastewater

Item: Hiring Bond Counsel for the SRF Project

Meeting date requested: 10/3/19

Explanation for request:

Administration is requesting authorization to hire Miller Canfield, of Detroit, MI to conduct the work associated with portions of the SRF loan requirements for the Bond Counsel fee work as outlined in the attached engagement Letter, at a cost not to exceed \$42,500.00

This money will be reimbursed and is part of the SRF Loan process.



Founded in 1852  
by Sidney Davy Miller

# MILLER CANFIELD

PATRICK F. MCGOW  
TEL (313) 496-7684  
FAX (313) 496-8450  
E-MAIL [mcgow@millercanfield.com](mailto:mcgow@millercanfield.com)

Miller, Canfield, Paddock and Stone, P.L.C.  
150 West Jefferson, Suite 2500  
Detroit, Michigan 48226  
TEL (313) 963-6420  
FAX (313) 496-7500  
[www.millercanfield.com](http://www.millercanfield.com)

MICHIGAN: Ann Arbor  
Detroit • Grand Rapids  
Kalamazoo • Lansing • Troy

FLORIDA: Tampa

ILLINOIS: Chicago

NEW YORK: New York

OHIO: Cincinnati • Cleveland

CANADA: Windsor

CHINA: Shanghai

MEXICO: Monterrey

POLAND: Gdynia

Warsaw • Wrocław

September 25, 2019

Mr. Jeff Lampi  
Wastewater Superintendent  
City of Escanaba  
410 Ludington Street  
Escanaba MI 49829-0948

Re: City of Escanaba 2020 Wastewater System Bonds  
(State Revolving Fund)

Dear Mr. Lampi:

It was a pleasure speaking with you this afternoon to discuss the City's proposed wastewater treatment plant project. As I discussed with City Controller Melissa Becotte last month, we would be delighted to once again serve the City of Escanaba (the "City") as bond counsel in connection with the issuance of bonds (the "Bonds") to finance wastewater treatment plant improvements in the City. It is our understanding that the City's wastewater projects are expected to be financed through the State Revolving Fund administered by the Michigan Department of Environment, Great Lakes and Energy ("EGLE") and the Michigan Finance Authority ("MFA"). We value highly our past relationship with the City and you may be assured of our prompt and complete attention to this financing. It is our practice when beginning work on a new matter to send an engagement letter like this which sets forth the scope of our services as bond counsel and the nature of our compensation.

### ***Bond Counsel's Role***

Bond Counsel is engaged as a recognized expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of the Bonds. Our approving legal opinion with respect to the Bonds will be executed and delivered by us in written form on the date the Bonds are exchanged for their purchase price, and will be based upon facts and law existing as of its date. In rendering the opinion, we will rely upon the certified proceedings and other certifications of public officials and by other persons furnished to us without undertaking independent verification of the information contained in the proceedings and certifications.

In performing our services as bond counsel, our client is the City and we will represent its interests. However our representation of the City does not alter our responsibility to render an

objective opinion as bond counsel. Upon delivery of the opinion our responsibilities as bond counsel will be concluded with respect to the Bonds.

*Scope of Bond Counsel Services – What We Will Do*

As bond counsel, we would provide the following services customarily performed by bond counsel respecting the authorization, sale, issuance and delivery of bonds:

1. Consult with City officials, the City Council, if requested, and others to explain the legal nature of a proposed borrowing, the City's power to borrow and the limitations on that power, and consult with City officials and the financial advisor in the design of the bonding program and timing schedules.

2. Prepare all of the necessary resolutions, notices, agreements, and other documents to authorize, issue and market the bonds. We also would assist your financial advisor in preparing applications to the Michigan Department of Treasury and in preparing the official statement respecting the bonds. We also will advise the City regarding relevant disclosure obligations under SEC Rule 15c2-12 in connection with the marketing and sale of municipal securities.

3. Examine the tax issues related to the bonds (done by an attorney specializing in the requirements of the Internal Revenue Code as they apply to municipal tax-exempt bonds) to assure that all requirements of the Internal Revenue Code are complied with and that any adverse tax consequences are minimized.

4. Assist as needed in arrangements for and participation in presentations to rating agencies or bond insurance providers, if applicable.

5. Prepare the bond form for printing definitive bonds for delivery to the purchaser. We will also participate in the sale and delivery of the bonds to the purchaser in order to handle legal matters that may arise at those times.

6. Give the approving opinion as to validity and enforceability of the bonds and their authorizing documents and as to the exemption of the interest on the bonds from federal and state income taxation.

Our professional responsibilities as attorneys in this matter will be limited to interpretations of law and other legal issues and the drafting of legal documents. In no event, of course, would we presume to assume the responsibilities of the City or the professional responsibilities of any other advisor with respect to such non-legal matters. We are not registered municipal advisors under the federal Dodd-Frank Act. We understand that the City will retain Baker Tilly as its registered municipal advisor.

Mr. Jeff Lampi

-3-

September 25, 2019

*Additional Services*

We believe that the above services encompass the normal scope of bond counsel activities.

Our services as bond counsel do not include activities outside of that norm, such as review of construction contracts, condemnation, title issues or recording deeds involved in land acquisition, representation of the City in litigation or administrative proceedings that might arise in connection with the Bonds. In the event that serious matters or matters outside the norm arise in these areas, we would provide you at that time with a fee quote for such additional services.

Our engagement does not include any obligation to monitor compliance with the federal tax requirements found in the Internal Revenue Code of 1986 (the "Code") and applicable to the Bonds, including the rebate requirements of Code Section 148(f), if applicable, as described in an exhibit attached to the Nonarbitrage and Tax Compliance Certificate that the City will execute in connection with the issuance of the Bonds, or in connection with any audit or examination of the Bonds by the Internal Revenue Service. However, we would be available to assist with rebate calculations or any audit or examination as a separate engagement.

*Conflict of Interest Policy*

Our firm is one of the largest in Michigan. In addition to having the largest public finance practice in the State, our attorneys represent a great many clients and our practice is in many different legal areas. We call your attention to the fact that our firm frequently represents MFA in a variety of State of Michigan financings. This firm may be asked to represent MFA in connection with the SRF program during the time the City is selling the Bonds to MFA. This representation would not involve the City, its project or its Bonds specifically and therefore we do not believe our firm's representation of MFA, should it occur, would interfere in any way with our representation of the City as bond counsel in connection with the Bonds. However, we wish to make you aware of the possibility of such representation and invite you to discuss with us this matter further if you have any questions or concerns.

**Fees**

It is our understanding that the City is considering the issuance of a single series of its Wastewater System Revenue Bonds in the approximate amount of \$13,500,000. Based on the terms, structure, size and schedule of financing, the time we anticipate devoting to the financing, and the responsibilities that we assume, our legal fee as bond counsel would be \$42,500, including all out-of-pocket expenses, including travel costs, document production, deliveries, long distance telephone charges, filing fees, and other necessary office disbursements. As you may be aware, our customary practice is to submit our invoice for payment at the time of the delivery of the Bonds to be paid from the proceeds of the Bonds.

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

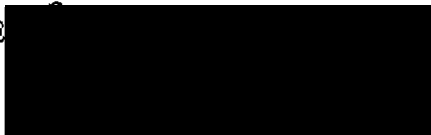
Mr. Jeff Lampi

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September 25, 2019

We welcome this opportunity to be of service to the City and look forward to working with you. If you have any questions regarding this letter, please give me a call.

Very truly yours,

MILLE  ONE, P.L.C.

By:   
Patrick F. McGow

cc: Melissa Becotte

34228469.21027017-00028

**CITY OF ESCANABA, MICHIGAN  
WWTP IMPROVEMENTS - SRF PROJECT PLAN**

**PRELIMINARY BUDGET - NO GRANT IMPACT**

March 21, 2012

|   |  |  | Amount              |
|---|--|--|---------------------|
| <b>I. Administration and Legal</b>  |  |  |                     |
| A. Advertising  |  |  |                     |
| 1. Ordinances and Resolutions   | \$6,530                                |  |                     |
| 2. Construction Bids  | \$6,510                                |  |                     |
|   | Subtotal Advertising                   |  | \$13,040            |
| B. Bonds  |  |  |                     |
| 1. Bond Council   | \$55,000                               |  |                     |
| 2. Publishing   | \$9,000                                |  |                     |
| 3. Filing Charges   | \$6,000                                |  |                     |
| 4. Financial Consultant   | \$12,000                               |  |                     |
|   | Subtotal Bonds                         |  | \$82,000            |
| C. Legal  |  |  |                     |
| 1. Resolutions and Ordinances   | \$9,000                                |  |                     |
| 2. Right-of-way Certification & Easement Work   | \$0                                    |  |                     |
| 3. Bond Opinion   | \$6,000                                |  |                     |
| 4. Meetings, Correspondence and Contract Review   | \$6,000                                |  |                     |
|   | Subtotal Legal                         |  | \$21,000            |
| D. Permits  |  |  | \$1,000             |
|   | <b>Total Administration and Legal</b>  |  | <b>\$117,040</b>    |
| <b>II. Land and Right-of-way</b>  |  |  |                     |
| A. Easements  |  |  | \$0                 |
| B. Title Insurance  |  |  | \$0                 |
| C. Land Purchase  |  |  | \$0                 |
|   | <b>Total Land and Right-of-way</b>     |  | <b>\$0</b>          |
| <b>III. Relocation Expenses</b>   |  |  | <b>\$0</b>          |
| <b>IV. Engineering - Basic Services (per EJCDC 2002 FA Agreement)</b>                         |  |  |                     |
| A. Study & Report Phase   |  |  | \$0                 |
| B. Design Phase   |  |  | \$975,000           |
| C. Bidding Phase  |  |  | \$51,000            |
| D. Construction Phase   |  |  |                     |
| 1. General Engineering  |  |  | \$230,000           |
| 2. Resident Project Representative (see "Inspection" below - to match Federal 424 Appl. form) |  |  |                     |
| E. Post Construction Phase  |  |  | \$25,000            |
|   | <b>Total Basic Services (Less RPR)</b> |  | <b>\$1,281,000</b>  |
| <b>V. Engineering - Additional Services</b>   |  |  |                     |
| A. Land Soil Borings  |  |  | \$36,000            |
| B. Site Survey and Mapping  |  |  | \$85,600            |
| C. Equipment Evaluations  |  |  | \$15,000            |
| D. Easements and Related Surveys  |  |  | \$0                 |
| G. Wetlands/Environmental Evaluations and Permits   |  |  | \$16,400            |
| H. Construction Layout Control  |  |  | \$12,500            |
| I. Construction Compaction Testing  |  |  | \$42,920            |
| J. Construction Storm Water Monitoring  |  |  | \$20,330            |
| K. Operation and Maintenance Manual (Primary Facility and Update)                             |  |  | \$50,000            |
| L. Hazardous Materials and Environmental Testing and Reporting                                |  |  | \$20,000            |
| M. Startup Services   |  |  | \$30,000            |
| N. User Charge System   |  |  | \$45,000            |
|   | <b>Total Additional Services</b>       |  | <b>\$373,750</b>    |
| <b>VI. Inspection (RPR under Basic Eng. Constr. Phase in EJCDC FA Agreement)</b>              |  |  | <b>\$300,000</b>    |
| <b>VII. Construction</b>  |  |  |                     |
| A. WWTP Construction  |  |  | \$10,361,000        |
| B.  |  |  | \$0                 |
| C.  |  |  | \$0                 |
|   | <b>Total Construction</b>              |  | <b>\$10,361,000</b> |
| <b>VIII. Equipment</b>  |  |  | <b>\$0</b>          |
| <b>IX. Miscellaneous</b>  |  |  |                     |
| A.  |  |  | \$0                 |
| B.  |  |  | \$0                 |
| C.  |  |  | \$0                 |
|   | <b>Total Miscellaneous</b>             |  | <b>\$0</b>          |
| <b>X. Subtotal</b>  |  |  | <b>\$12,433,000</b> |
| <b>XI. Contingency</b>  |  |  | <b>\$1,037,000</b>  |
| <b>XII. TOTAL</b>   |  |  | <b>\$13,470,000</b> |

Total Engineering is:

\$1,954,750    18.9%

Agenda Item: NB-4  
Date: 10-03-19

## City Council Agenda Item Request

Date: 9/25/19

Name: Jeff Lampi 

Department: Wastewater

Item: Hiring Financial Advisor for the SRF Project

Meeting date requested: 10-3-19

Explanation for request:

Administration is requesting authorization to hire Baker Tilly Municipal Advisors, LLC, of East Lansing, MI to conduct the work associated with portions of the SRF loan requirements for the Financial Advisors work as outlined in the attached in exhibit A of the engagement Letter, at a cost not to exceed \$38,500.00

This money will be reimbursed and is part of the SRF Loan process.



Baker Tilly Municipal Advisors, LLC  
2862 Eyde Pkwy, Ste 150  
East Lansing, MI 48823  
(517) 321-0110  
bakertilly.com

September 12, 2019

City of Escanaba,

You have requested that Baker Tilly Municipal Advisors, LLC (the "Firm") provide to the City of Escanaba (the "Client") those services more fully set forth in Exhibit A hereto (the "Services").

#### Fees and Costs

Fees charged for work performed, as set forth in Exhibit A, is a fixed amount as mutually agreed upon.

#### Disclosure of Conflicts of Interest with Various Forms of Compensation

The Municipal Securities Rulemaking Board (MSRB) requires us, as your municipal advisor, to provide written disclosure to you about the actual or potential conflicts of interest presented by various forms of compensation. Exhibit B sets forth the potential conflicts of interest associated with various forms of compensation. By signing this letter of engagement, the signee acknowledges that he/she has received Exhibit B and that he/she has been given the opportunity to raise questions and discuss the matters contained within the exhibit with the municipal advisor.

#### Billing Procedures

The account balance is due and payable on receipt of the statement and we reserve the right to charge 1% interest per month for outstanding unpaid balances over thirty (30) days from the date of billing. Once our representation has been concluded or terminated, a final billing will be sent to you. Any questions or errors in any fee statement should be brought to our attention in writing within sixty (60) days of the billing date.

#### Termination

Both the Client and the Firm have the right to terminate the engagement at any time after reasonable advance written notice. Unless otherwise agreed to by the Client and the Firm, this engagement will terminate 60 days after completion of the scope of services as outlined in Exhibit A.

#### Accountants' Opinion

In performing our engagement, we will be relying on the accuracy and reliability of information provided by Client personnel. We will not audit, review, or examine the information. Please also note that our engagement cannot be relied on to disclose errors, fraud, or other illegal acts that may exist. However, we will inform you of any material errors and any evidence or information that comes to our attention during the performance of our procedures that fraud may have occurred. In addition, we will report to you any evidence or information that comes to our attention during the performance of our procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate significant deficiencies or material weaknesses in your internal control as part of this engagement.

The responsibility for auditing the records of the Client rests with the Client's auditor and the work performed by the Firm shall not include an audit or review of the records or the expression of an opinion on financial data.

#### Client Responsibilities

It is understood that the Firm will serve in an advisory capacity with the Client. The Client is responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee the services we provide. The Client is responsible for evaluating adequacy and results of the services performed and accepting responsibility for such services. The Client is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

#### Additional Services

Exhibit A sets forth the scope of the Services to be provided by the Firm. From time to time, additional services may be requested by the Client beyond the scope of Exhibit A. The Firm may provide these additional services and be paid at the Firm's customary fees and costs for such services. In the alternative, the Firm and the Client may complete a revised and supplemented Exhibit A to set forth the additional services (including revised fees and costs, as needed) to be provided. In either event, the terms and conditions of this letter shall remain in effect.

#### Municipal Advisor Registration

The Firm is a Municipal Advisor registered with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board. As such, the Firm is providing certain specific municipal advisory services to the Client. The Firm is neither a placement agent to the Client nor a broker/dealer.

The offer and sale of any Bonds shall be made by the Client, in the sole discretion of the Client, and under its control and supervision. The Client agrees that the Firm does not undertake to sell or attempt to sell the Bonds, and will take no part in the sale thereof.

#### Mediation Provision

The Client and the Firm agree that if any dispute (other than our efforts to collect any outstanding invoice(s)) arises out of or relates to this engagement, or any prior engagement we may have performed for you, and if the dispute cannot be settled through informal negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures (or such other administrator or rules as the parties may mutually agree) before resorting to litigation. The parties agree to engage in the mediation process in good faith once a written request to mediate has been given by any party to the engagement. Any mediation initiated as a result of this engagement shall take place in Lansing, Michigan, or such other location as the parties may mutually agree. If the parties are unable to mutually agree on the selection of a mediator, the mediator shall be determined in accordance with the American Arbitration Association's Commercial Mediation Procedures. The results of any such mediation shall be binding only upon a written settlement agreement executed by each party to be bound. Each party shall bear its own costs and fees, including attorneys' fees and expenses, in connection with the mediation. The costs of the mediation, including without limitation the mediator's fees and expenses, shall be shared equally by the participating parties. Any ensuing litigation shall be initiated and maintained exclusively before any state or federal court having appropriate subject matter jurisdiction located in Lansing, Michigan.



Other Financial Industry Activities and Affiliations

Baker Tilly Investment Services, LLC ("BTIS") is an affiliate of the Firm. BTIS is registered as an investment adviser with the Securities and Exchange Commission under the federal Investment Advisers Act. BTIS provides non-discretionary investment advice with the purpose of helping clients create and maintain a disciplined approach to investing their funds prudently and effectively. BTIS may provide advisory services to the clients of the Firm.

BTIS has no other activities or arrangements that are material to its advisory business or its clients with a related person who is a broker-dealer, an investment company, other investment adviser or financial planner, bank, law firm or other financial entity.

If the foregoing accurately represents the basis upon which we may provide Services to the Client, we ask that you execute this letter, in the space provided below setting forth your agreement. Execution of this letter can be performed in counterparts each of which will be deemed an original and all of which together will constitute the same document.

On March 1, 2019, H.J. Umbaugh & Associates, Certified Public Accountants, LLP ("Umbaugh") effected a business combination with Baker Tilly Virchow Krause, LLP, (Chicago, Illinois), a financial services and accounting firm ("Umbaugh/Baker Tilly Combination"). Baker Tilly Virchow Krause, LLP also anticipates combining with Springsted Incorporated, (Saint Paul, Minnesota), a municipal and management advisory firm, which is expected to become effective the second quarter of 2019.

If you have any questions, please let us know. We appreciate this opportunity to be of service to you.

Very truly yours,

Baker Tilly Municipal Advisors, LLC

By: \_\_\_\_\_  
Thomas Traciak, Director

The undersigned hereby acknowledges and agrees to the foregoing letter of engagement.

City of Escanaba

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

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

## **EXHIBIT A**

### **Services Provided and Fees**

The services offered by the Firm include preparation for financing:

- Revenue support consultation
- Debt structuring
- Outline of bonding options
- Managing the timetable

Specific assistance with the financing process includes:

- Bond specifications for the Bond Authorizing Resolution
- Preparation and filing of the EGLE formatted User Charge System
- Part I application preparation
- Part II application guidance
- Municipal Finance Authority liaison
- Bond rating application
- Department of Treasury assistance
- Review and approval of the cash flow generated by the Finance Authority
- Closing assistance

The fee for financial advisory services will be \$38,500, and is payable from loan/bond proceeds after closing.

## EXHIBIT B

### Disclosure Statement of Municipal Advisor

#### PART A – Disclosures of Conflicts of Interest

MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by the municipal advisor, municipal advisors are required to provide a written statement to that effect.

***Material Conflicts of Interest*** – The Firm makes the disclosures set forth below with respect to material conflicts of interest in connection with the Scope of Services under this Agreement, together with explanations of how the Firm addresses or intends to manage or mitigate each conflict.

***General Mitigations*** – As general mitigations of the Firm's conflicts, with respect to all of the conflicts disclosed below, the Firm mitigates such conflicts through its adherence to its fiduciary duty to Client, which includes a duty of loyalty to Client in performing all municipal advisory activities for Client. This duty of loyalty obligates the Firm to deal honestly and with the utmost good faith with Client and to act in Client's best interests without regard to the Firm's financial or other interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

- I. **Affiliate Conflict**. BTIS, an affiliate of the Firm (the "Affiliate"), has or is expected to provide certain advice to or on behalf of Client that is directly related to the Firm's activities within the Scope of Services under this Agreement. In particular, providing advice to Client regarding investment of bond proceeds. The Affiliate's business with Client could create an incentive for the Firm to recommend to Client a course of action designed to increase the level of Client's business activities with the Affiliate or to recommend against a course of action that would reduce or eliminate Client's business activities with the Affiliate. Furthermore, this potential conflict is mitigated by the fact that the Affiliate is subject to its own comprehensive regulatory regime as a registered investment adviser with the Securities and Exchange Commission under the federal Investment Advisers Act.
- II. **Compensation-Based Conflicts**. The fees due under this Agreement are in a fixed amount established at the outset of the Agreement. The amount is usually based upon an analysis by Client and the Firm of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by the Firm. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the Firm may suffer a loss. Thus, the Firm may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest is mitigated by the general mitigations described above.

## EXHIBIT B

### Disclosure Statement of Municipal Advisor (cont'd)

III. **Other Municipal Advisor Relationships.** The Firm serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of Client. For example, the Firm serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to Client under this Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, the Firm could potentially face a conflict of interest arising from these competing client interests. This conflict of interest is mitigated by the general mitigations described above.

### PART B – Disclosures of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, the Firm sets out below required disclosures and related information in connection with such disclosures.

- I. **Material Legal or Disciplinary Event.** There are no legal or disciplinary events that are material to Client's evaluation of the Firm or the integrity of the Firm's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.
- II. **How to Access Form MA and Form MA-I Filings.** The Firm's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at <http://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0001616995>.
- III. **Most Recent Change in Legal or Disciplinary Event Disclosure.** The Firm has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

### PART C – Future Supplemental Disclosures

As required by MSRB Rule G-42, this Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of the Firm. The Firm will provide Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.

## **EXHIBIT B**

### **Disclosure Statement of Municipal Advisor (cont'd)**

#### **PART D -- Rule G-10: Investor and Municipal Advisory Client Education and Protection**

MSRB Rule G-10 requires that municipal advisors to notify their clients of the availability of a client brochure on the MSRB's website that provides information on the processes for filing a client complaint.

Accordingly, the Firm sets out below the required information.

- I. The firm is registered as a Municipal Advisor with the Securities and Exchange Commission (867-00880) and the Municipal Securities Rulemaking Board (K1027).
- II. The website address for the Municipal Securities Rulemaking Board is [www.msrb.org](http://www.msrb.org).
- III. The website for the Municipal Securities Rulemaking Board has a link to a brochure that describes (i) the protections that may be provided by the Municipal Securities Rulemaking Board rules and (ii) describes how to file a complaint with an appropriate regulatory authority.

**CITY OF ESCANABA, MICHIGAN**  
**WWTP IMPROVEMENTS - SRF PROJECT PLAN**

**PRELIMINARY BUDGET - NO GRANT IMPACT**

March 21, 2019

|   |  |  | <b>Amount</b>       |
|---|--|--|---------------------|
| <b>I. Administration and Legal</b>  |  |  |                     |
| A. Advertising  |  |  |                     |
| 1. Ordinances and Resolutions   | \$6,530                                |  |                     |
| 2. Construction Bids  | \$6,510                                |  |                     |
|   | Subtotal Advertising                   |  | \$13,040            |
| B. Bonds  |  |  |                     |
| 1. Bond Council   | \$55,000                               |  |                     |
| 2. Publishing   | \$9,000                                |  |                     |
| 3. Filing Charges   | \$6,000                                |  |                     |
| 4. Financial Consultant   | \$12,000                               |  |                     |
|   | Subtotal Bonds                         |  | \$82,000            |
| C. Legal  |  |  |                     |
| 1. Resolutions and Ordinances   | \$9,000                                |  |                     |
| 2. Right-of-way Certification & Easement Work   | \$0                                    |  |                     |
| 3. Bond Opinion   | \$6,000                                |  |                     |
| 4. Meetings, Correspondence and Contract Review   | \$6,000                                |  |                     |
|   | Subtotal Legal                         |  | \$21,000            |
| D. Permits  |  |  | \$1,000             |
|   | <b>Total Administration and Legal</b>  |  | <b>\$117,040</b>    |
| <b>II. Land and Right-of-way</b>  |  |  |                     |
| A. Easements  |  |  | \$0                 |
| B. Title Insurance  |  |  | \$0                 |
| C. Land Purchase  |  |  | \$0                 |
|   | <b>Total Land and Right-of-way</b>     |  | <b>\$0</b>          |
| <b>III. Relocation Expenses</b>   |  |  | <b>\$0</b>          |
| <b>IV. Engineering - Basic Services (per EJCDC 2002 FA Agreement)</b>                         |  |  |                     |
| A. Study & Report Phase   |  |  | \$0                 |
| B. Design Phase   |  |  | \$975,000           |
| C. Bidding Phase  |  |  | \$51,000            |
| D. Construction Phase   |  |  |                     |
| 1. General Engineering  |  |  | \$230,000           |
| 2. Resident Project Representative (see "Inspection" below - to match Federal 424 Appl. form) |  |  |                     |
| E. Post Construction Phase  |  |  | \$25,000            |
|   | <b>Total Basic Services (Less RPR)</b> |  | <b>\$1,281,000</b>  |
| <b>V. Engineering - Additional Services</b>   |  |  |                     |
| A. Land Soil Borings  |  |  | \$36,000            |
| B. Site Survey and Mapping  |  |  | \$85,600            |
| C. Equipment Evaluations  |  |  | \$15,000            |
| D. Basements and Related Surveys  |  |  | \$0                 |
| G. Wetlands/Environmental Evaluations and Permits   |  |  | \$16,400            |
| H. Construction Layout Control  |  |  | \$12,500            |
| I. Construction Compaction Testing  |  |  | \$42,920            |
| J. Construction Storm Water Monitoring  |  |  | \$20,330            |
| K. Operation and Maintenance Manual (Primary Facility and Update)                             |  |  | \$50,000            |
| L. Hazardous Materials and Environmental Testing and Reporting                                |  |  | \$20,000            |
| M. Startup Services   |  |  | \$30,000            |
| N. User Charge System   |  |  | \$45,000            |
|   | <b>Total Additional Services</b>       |  | <b>\$373,750</b>    |
| <b>VI. Inspection (RPR under Basic Eng. Constr. Phase in EJCDC FA Agreement)</b>              |  |  | <b>\$300,000</b>    |
| <b>VII. Construction</b>  |  |  |                     |
| A. WWTP Construction  |  |  | \$10,361,000        |
| B.  |  |  | \$0                 |
| C.  |  |  | \$0                 |
|   | <b>Total Construction</b>              |  | <b>\$10,361,000</b> |
| <b>VIII. Equipment</b>  |  |  | <b>\$0</b>          |
| <b>IX. Miscellaneous</b>  |  |  |                     |
| A.  |  |  | \$0                 |
| B.  |  |  | \$0                 |
| C.  |  |  | \$0                 |
|   | <b>Total Miscellaneous</b>             |  | <b>\$0</b>          |
| <b>X. Subtotal</b>  |  |  | <b>\$12,433,000</b> |
| <b>XI. Contingency</b>  |  |  | <b>\$1,037,000</b>  |
| <b>XII. TOTAL</b>   |  |  | <b>\$13,470,000</b> |

Total Engineering Is: \$1,954,750    18.9%

Agenda Item: NB-5  
Date: 10-03-19

## City Council Agenda Item Request

Date: September 26, 2019

Name: Kim G. & Melissa B.

Department: HR/Treasurer & Controller

Item: BS&A Software

Meeting date requested: October 5 2019

Explanation for request:

Administration is seeking approval for the purchase of new software for Utility Billing, General Ledger, Accounting Payable, Payroll, and Cash Receipting. BS&A is already being utilized for Tax, Tax Delinquent, and Assessing. The purchase of the additional BS&A software would streamline all the programs making reporting a smoother process.

## Municipal Software Options

1. BS&A:
  - Utility Billing, General Ledger, Payroll, Cash Receipting, and Account Payable
  - Start-up is \$127,780 (plus travel expenses)
  - Annual fee \$7,610
2. Software Solutions:
  - For same software options as BS&A, price was \$180,000-\$190,000 for start-up
  - Annual fee is 15-20% cost of start-up (\$27,000 minimum)
3. Munibilling:
  - Only brings 1-2 years of historical data over from current systems
  - Utility Billing only; no financial
  - High monthly fee
4. Kronos:
  - Only HR; no Utility Billing
  - Yearly fee double just for HR software compared to BS&A
5. Munilogic:
  - No Utility Billing or Financial
6. Municode:
  - No Utility Billing or General Ledger
7. Microsoft Dynamics:
  - Third party company
  - Not able to answer questions directly
8. Municipal Software Inc.
  - No Payroll
  - Won't handle Michigan services
9. Priority Software:
  - Water and Sewer ONLY
  - Won't handle Michigan services
10. iWorQ:
  - New to Utility Billing
  - Not fully integrated yet
  - They suggested BS&A
11. Tyler Technologies:
  - City had their software several years ago
  - No Utility Billing or Payroll
12. Oracle:
  - No Utility Billing



Proposal for Software and Services, Presented to...

City of Escanaba, Delta County MI

August 14, 2019

Quoted by: Keegan Nixon



*Thank you for the opportunity to quote our software and services.*

*At BS&A, we are focused on delivering unparalleled service, solutions, support, and customer satisfaction. You'll see this in our literature, but it's not just a marketing strategy... it's a mindset deeply embedded in our DNA. Our goal is to provide such remarkable customer service that our customers feel compelled to remark about it.*

*We are extremely proud of the many long-term customer relationships we have built. Our success is directly correlated with putting the customer first and consistently choosing to **listen**. Delivering unparalleled customer service is the foundation of our company.*

BS&A Software

(855) BSA-SOFT / fax (517) 641-8960  
bsasoftware.com

## Cost Summary

Applications and Annual Service Fee prices based on an approximate parcel count of 6,372 and 6,000 utility accounts (water/sewer/electric). Software is licensed for use only by municipality identified on the cover page. If used for additional entities or agencies, please contact BS&A for appropriate pricing. Prices subject to change if the actual count is significantly different than the estimated count.

### Applications

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#### Financial Management

|                       |          |
|-----------------------|----------|
| General Ledger .NET   | \$5,140  |
| Accounts Payable .NET | \$4,360  |
| Cash Receipting .NET  | \$4,360  |
| Utility Billing .NET  | \$18,000 |

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#### Personnel Management

|              |         |
|--------------|---------|
| Payroll .NET | \$6,190 |
|--------------|---------|

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Subtotal **\$38,050**

### Data Conversions/Database Setup

Conversion prices provided for estimation purposes only. Firm pricing, as well as scope of data conversion to be determined upon a review of data provided. BS&A assistance with extracting data from current systems can be provided for an additional fee of \$100/hr.

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#### Convert existing Caselle Clarity data to BS&A format:

|  |          |
|--|----------|
| General Ledger (COA, Balances, Budget, Up to 10 Years Journal Transaction history) | \$2,570  |
| Accounts Payable (Vendors, Up to 10 years invoices and check history)              | \$2,180  |
| Cash Receipting (Receipt items, Up to 10 years receipt history)                    | \$2,180  |
| Utility Billing  | \$15,300 |

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#### Convert existing Pontem data to BS&A format:

|   |         |
|---|---------|
| Payroll (Database Setup, Employee detail and YTD, Up to 10 years check history) | \$6,000 |
|---|---------|

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Subtotal **\$28,230**



## Project Management and Implementation Planning

### Services include:

- Analyzing customer processes to ensure all critical components are addressed.
- Creating and managing the project schedule in accordance with the customer's existing processes and needs.
- Planning and scheduling training around any planned process changes included in the project plan.
- Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.
- Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.
- Installing the software and providing IT consultation for network, server, and workstation configuration and requirements.
- Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).

**\$15,500**

## Implementation and Training

- \$1,000/day
- Days quoted are estimates; you are billed for actual days used

### Services include:

- Setting up users and user security rights for each application
- Performing final process and procedure review
- Configuring custom settings in each application to fit the needs of the customer
- Setting up application integration and workflow methods
- Onsite verification of converted data for balancing and auditing purposes
- Training and Go-Live

|                                   |        |    |          |                 |
|-----------------------------------|--------|----|----------|-----------------|
| Software Setup                    | Days:  | 2  |          | <b>\$2,000</b>  |
| Financial Management Applications | Days:  | 34 |          | <b>\$34,000</b> |
| Personnel Management Applications | Days:  | 10 |          | <b>\$10,000</b> |
|                                   | Total: | 46 | Subtotal | <b>\$46,000</b> |



## Cost Totals

*Not including Annual Service Fees*

|  |                  |
|--|------------------|
| Applications                                   | \$38,050         |
| Data Conversions                               | \$28,230         |
| Project Management and Implementation Planning | \$15,500         |
| Implementation and Training                    | \$46,000         |
| <b>Total Proposed</b>                          | <b>\$127,780</b> |
| <i>Travel Expenses</i>                         | <i>\$18,375</i>  |

### Payment Schedule

- 1<sup>st</sup> Payment: **\$43,730** to be invoiced upon execution of this agreement.
- 2<sup>nd</sup> Payment: **\$38,050** to be invoiced at start of training.
- 3<sup>rd</sup> Payment: **\$64,375** to be invoiced upon completion of training.



## Annual Service Fees

Unlimited support during your first year with the program is included in your purchase price. Thereafter, Service Fees are billed annually. After two (2) years, BS&A Software reserves the right to increase the Annual Service Fee by no more than the yearly Consumers Price Index (CPI).

|                                  |                |
|----------------------------------|----------------|
| <b>Financial Management</b>      |                |
| General Ledger .NET              | \$1,030        |
| Accounts Payable .NET            | \$870          |
| Cash Receipting .NET             | \$870          |
| Utility Billing .NET             | \$3,600        |
| <b>Personnel Management</b>      |                |
| Payroll .NET                     | \$1,240        |
| <b>Total Annual Service Fees</b> | <b>\$7,610</b> |



## Additional Information

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### Program Customization

BS&A strives to provide a flexible solution that can be tailored to each municipality's needs. However, in some cases, custom work may be required. Typical examples include:

- ∨ custom payment import/lock box import
- ∨ custom OCR scan-line
- ∨ custom journal export to an outside accounting system
- ∨ custom reports

If you require any custom work, please let us know so that we can better understand the scope of your request and include that in a separate proposal.

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### Cash Receipting Hardware

|   | Quantity        | Cost     |
|---|-----------------|----------|
| Epson THM-6000V Series Receipt Printer*         | \$925 x _____ = | \$ _____ |
| APG Series 100Cash Drawer**                     | \$250 x _____ = | \$ _____ |
| Honeywell Hyperion 1300g Linear-Imaging Scanner | \$250 x _____ = | \$ _____ |
| Credit Card Reader                              | \$75 x _____ =  | \$ _____ |

**This will add \$ \_\_\_\_\_ to the Total Proposed.**

*\*IMPORTANT. The receipt printer must be plugged into the USB port on one workstation (not your server). This printer is not to be shared with other workstations. If more than one workstation will be used for receipting, please consider purchasing more than one receipt printer.*

*\*\*If using a previously-purchased receipt printer with the APG Cash Drawer, which brand will be used with the drawer?  
 \_\_\_Epson \_\_\_Ithaca \_\_\_Other (please specify) \_\_\_\_\_*

Please provide the number of cash drawers that will be hooked up to the printer \_\_\_\_\_

Note: The availability, model numbers, and pricing for all third party hardware listed above is subject to availability from the manufacturers. In the event that the listed hardware is no longer available at the time of purchase, a comparable replacement will be available, at the then current cost.

# Acceptance

## Signature constitutes...

1. An order for products and services as quoted  
*Quoted prices do not include Program Customization, training beyond the estimated number of days, or recommended Bank Reconciliation Consultation*
2. Agreement with the proposed Annual Service Fees
3. Acceptance of BS&A's hardware recommendations required to efficiently run the .NET applications

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**Signature**

**Date**

**BS&A PLEDGE.** We offer a one-year, risk-reversal pledge on our software. If, up to a year after installation, you are not happy with our software and service, you can return our software for a full refund.

## Returning Accepted Proposal to BS&A

*Please return the entire proposal, with signature/date (this page) and contact information (next page) filled out, by any of these methods:*

Mail: BS&A Software



Fax: (517) 641-8960

Email: knixon@bsasoftware.com

Once your proposal is received, a BS&A representative will contact you to begin the scheduling process.



## Contact Information

If any mailing addresses are PO Boxes, please also provide a Street Address for UPS/Overnight mail.

If additional contacts need to be submitted, please make a copy of this page.

### Key Contact for Implementation and Project Management

Name \_\_\_\_\_ Title \_\_\_\_\_

Phone/Fax \_\_\_\_\_ Email \_\_\_\_\_

Mailing Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

### IT Contact

Name \_\_\_\_\_ Title \_\_\_\_\_

Phone/Fax \_\_\_\_\_ Email \_\_\_\_\_

Mailing Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

