



# CITY COUNCIL MEETING AGENDA

August 1, 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, August 1, 2019, at 7:00 p.m.**

CALL TO ORDER

ROLL CALL

INVOCATION/PLEDGE OF ALLEGIANCE

APPROVAL/CORRECTION(S) TO MINUTES – Regular Meeting – July 16, 2019

APPROVAL/ADJUSTMENTS TO THE AGENDA

CONFLICT OF INTEREST DECLARATION(S)

BRIEF PUBLIC COMMENT(S)

PUBLIC HEARINGS – None

UNFINISHED BUSINESS – None

NEW BUSINESS

### **1. Approval - Annual Service Agreement - William Bonifas Fine Arts Center.**

**Explanation:** The William Bonifas Fine Arts Center is seeking Council approval of their 2019-20 service agreement in the amount of \$5,000. Under the terms of the agreement, the center will provide a minimum of 8 exhibits in the Alice Powers Gallery, a minimum of 4 plays, 25 classes in the creative and visual arts, and workshops, which will be available to the citizens of Escanaba. Administration is recommending approval of the service agreement. This appropriation is included in the current fiscal year budget.

### **2. Approval – Use of Public Space - Ludington Street – Pulling for Honor.**

**Explanation:** Network de Noc BNI (Business Networking Intl.) is requesting approval to use Ludington Street on Saturday, September 28, 2019, from 7:00 a.m. to 5:00 p.m. for setup, and 8:00 a.m. to 4:00 p.m. for Pulling for Honor (fundraiser for U.P. Honor Flight). Administration recommends approval provided the following conditions are met: 1) Proper insurance was 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 sponsors pay for any overtime labor costs that may be incurred.

### **3. Approval – Use of Public Space – Soccer Field Area inside of Ludington Park – Bay de Noc Brewers.**

**Explanation:** The Bay de Noc Brewers are seeking approval to use the Soccer Field Area inside of Ludington Park from Thursday, October 10, 2019 at 12:00 Noon through Sunday, October 13, 2019 at Noon for their annual Uptoberfest event (event would take place on Saturday, October 12, 2019 from 2:00 p.m. until 7:00 p.m.). Administration is recommending approval provided the following conditions are met: 1.) Proper insurance is 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 sponsors pay for any overtime labor costs that may be incurred.

### **4. Approval – Solar Facility Mowing – Electric Department.**

**Explanation:** On July 16<sup>th</sup> the Electric Department contacted 9 mowing contractors regarding the mowing at the solar facility. Two proposals were received. Administration is seeking Council approval to accept the Solar Facility Mowing proposal received from Dan's Lawn and Landscape of Gladstone, MI for the cost of \$960.00 per cutting.

**5. Approval – Pole Testing – Electric Department.**

**Explanation:** Administration is seeking Council approval to hire Karcz Utility Services of Pulaski, WI to do testing and treatment of wooden poles for 2019 in an amount not to exceed \$14,000. Funds for this request are included in the current year operating budget.

**6. Approval – Sidewalk Construction Bid – Public Works.**

**Explanation:** Administration is seeking Council approval to accept the 2019/20 Sidewalk Construction bid from Warn Construction of Rapid River, MI, for the unit prices as stated.

**7. Approval – Curbing Bid – Public Works.**

**Explanation:** Administration is seeking Council approval to accept the 2019/20 Curbing bid from Bacco Construction Company, Inc. of Iron Mountain, MI, for the unit prices as stated.

**8. Approval – Paving Bid – Public Works.**

**Explanation:** Administration is seeking Council approval to accept the 2019/20 Paving bid from Payne & Dolan, Inc. of Gladstone, MI, for the unit prices as stated.

**9. Approval – Mutual Aid Agreement – UPPCO – Electric Department.**

**Explanation:** Administration is seeking Council approval to enter into a Mutual Aid Agreement with UPPCO.

**10. First Reading of Ordinance No. 1212, - An Ordinance To Amend Chapter IV Community Development as Codified Under the Code of Ordinances, and Setting the Date of Thursday, August 15, 2019, for Second Reading, Public Hearing, and Adoption.**

**Explanation:** Administration is requesting the City Council to consider this the first reading of Ordinance No. 1212, An Ordinance to Amend Chapter IV Community Development as Codified Under the Code of Ordinances. Additionally, Administration is requesting that the City Council set August 15, 2019, for the second reading, public hearing and adoption of Ordinance No. 1212.

**11. First Reading of Ordinance No. 1213, - An Ordinance To Amend Chapter V Animals as Codified Under the Code of Ordinances, and Setting the Date of Thursday, August 15, 2019, for Second Reading, Public Hearing, and Adoption.**

**Explanation:** Administration is requesting the City Council to consider this the first reading of Ordinance No. 1213, An Ordinance to Amend Chapter V Animals as Codified Under the Code of Ordinances. Additionally, Administration is requesting that the City Council set August 15, 2019, for the second reading, public hearing and adoption of Ordinance No. 1213.

**12. Approval – Appraisal 200 – 230 Ludington Street – Assessor.**

**Explanation:** Administration is seeking Council approval to hire Mr. Piazza to conduct an appraisal of 200 – 230 Ludington Street (Chamber of Commerce and adjacent land to the east) at a cost not to exceed \$5,000.

**13. Approval – Investment Management Agreement – First Bank.**

**Explanation:** The Treasurer has placed our Surplus Funds and Retirement Funds with First Bank for Investment Management. Policy states that decision is within the Treasurer's scope of responsibility. The City's Purchasing Policy also states that Professional Service agreements must be approved by Council. Administration is seeking Council approval for First Bank to manage and supervise our investment accounts.

**14. Approval – Purchase ¾ Ton Wastewater Truck.**

**Explanation:** Administration is seeking Council approval to purchase a 2020, 4wd, ¾ ton regular cab "work truck configuration" from Riverside Chevy of Escanaba, MI at a cost of \$30,820.18. Also, other items to be purchased separately include; a snow plow, across the bed tool box, and amber warning lights. The total combined cost of all these items will not exceed the \$38,000, which is currently budgeted and approved, within the current 19/20 fiscal year.

**15. First Reading of Ordinance No. 1214, - An Ordinance to Amend Chapter 18 as Codified Under the Code of Ordinances, and Setting the Date of Thursday, August 15, 2019, for Second Reading, Public Hearing, and Adoption.**

**Explanation:** Administration is requesting the City Council to consider this the first reading of Ordinance No. 1214, An Ordinance to Amend Chapter 18 as Codified Under the Code of Ordinances. Additionally, Administration is requesting that the City Council set August 15, 2019, for the second reading, public hearing and adoption of Ordinance No. 1214.

**16. Approval – Donate Old Hot Stick Trailer to a Lineman’s Museum – Electric Department.**

**Explanation:** Administration is seeking Council approval to donate an old, obsolete trailer that has not been used in many years to Jason Townsend to add to his collection of line construction items.

APPOINTMENTS

BOARD, COMMISSION, AND COMMITTEE REPORTS

GENERAL PUBLIC COMMENT

ANNOUNCEMENTS

ADJOURNMENT

Respectfully Submitted



Patrick S. Jordan  
City Manager

**OFFICIAL PROCEEDINGS  
CITY COUNCIL  
CITY OF ESCANABA, MICHIGAN  
Regular Council Meeting  
Tuesday, July 16, 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, Michael R. Sattem, and Peggy O'Connell

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.

Beauchamp moved, Blasier seconded, **CARRIED UNANIMOUSLY**, to approve Regular Meeting minutes from June 20, 2019, and Regular Meeting minutes from July 1, 2019, as corrected by council.

**ADJUSTMENTS TO THE AGENDA**

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

**CONFLICT OF INTEREST DECLARATION** – None

**BRIEF PUBLIC COMMENT** – None

**PUBLIC HEARINGS** - None

**UNFINISHED BUSINESS** - None

**NEW BUSINESS**

**NB-1 Approval- Engineering for Design & Construction of SRF Project.**

Administration sought Council approval to retain the engineering services of C2AE teamed with Black & Veatch to oversee and complete the upcoming SRF project at the Wastewater Treatment Plant.

**NB-1** Blasier moved, O'Connell seconded, to approve to retain the engineering services of C2AE teamed with Black & Veatch to oversee and complete the upcoming SRF project at the Wastewater Treatment Plant.

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

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

**MOTION CARRIED.**

**NB-2 Approval – Bonifas Arts Center matching grant to support the Music Monday's Summer Concert Series.**

Kate Oman, representing the Bonifas Arts Center sought Council approval of a Resolution of support for a matching grant to support Music Mondays Summer Concert Series.

**NB-2** "By Council Member O'Connell, seconded by Council Member Sattem;

**RESOLUTION NO. 19-15**

**RESOLUTION - SUPPORTING THE GRANT APPLICATION TO THE MICHIGAN COUNCIL FOR ARTS AND CULTURAL AFFAIRS SEEKING MATCHING FUNDS FOR THE "MUSIC MONDAYS" SUMMER CONCERT SERIES.**

**WHEREAS**, the City Council of the City of Escanaba, Michigan, does hereby find as follows:

**WHEREAS**, the City desires to support the cultural lives of area residents through opportunities to be exposed to new art and music;

**WHEREAS**, the City has an excellent partner in the Bonifas Arts Center to successfully organize and promote community events, and promote cultural tourism and sponsor area musicians through public concerts;

**WHEREAS**, the City will administer the grant funds, if awarded, as set forth in the application;

**WHEREAS**, the City has a policy detailing equal opportunity provisions for job applicants and public accommodations and agrees to conform to the Assurances and Guidelines set forth in the application;

**NOW, THEREFORE, BE IT HEREBY PROCLAIMED** by the City Council of the City of Escanaba, Michigan, that the grant application should be made to the Michigan Council for Arts and Cultural Affairs for the August 3, 2019 deadline.

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

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

**RESOLUTION DECLARED ADOPTED.”**

**NB-3 Approval – MERS Signatory Authorization Form.**

Administration sought Council approval of a resolution establishing authorized signatories for MERS contracts and service credit purchase approvals. This form would allow employees in the HR Director and Controller position to sign MERS documents. Currently, employees are named on the document. This must be completed to remove Bob Valentine from the current form.

**NB-3** “By Council Member Blasier, seconded by Council Member Sattem;

**RESOLUTION NO. 19-16**

**Resolution Establishing Authorized Signatories for MERS Contracts and Service Credit Purchase Approvals.**

**WHEREAS**, the City of Escanaba is a participating municipality with the Municipal Employees' Retirement System of Michigan ("MERS") and has adopted one or more retirement, insurance, investment or other post-employment benefit products administered by MERS;

**WHEREAS**, MERS requires signatures of an authorized representative of the Employer to execute contracts with MERS, the entry of which is authorized by the governing body and permitted under the applicable MERS Plan Document(s);

**WHEREAS**, the Employer wishes to designate certain job position(s), the holder(s) of which may sign MERS' contracts relating to the adoption, amendment and termination of MERS' products; and defined benefit service credit purchase approve is on behalf of Employer to implement decisions and actions of the governing body;

**WHEREAS**, this Resolution is not intended to apply to MERS forms or any other MERS document except as specifically mentioned herein,

**THEREFORE, THE GOVERNING BODY RESOLVES:**

The holders of the following job position(s) are hereby Authorized Officials that can sign: (1) MERS Adoption Agreements; Resolutions, Participation Agreements, Administrative Services Agreements, Withdrawal Agreements and any other contracts between MERS and the Employer with respect to Employer's participation in any MERS administered product and any amendments and addendums thereto, and (2) MEAS Defined Benefit service credit purchase approvals: HR Director, and optional additional job positions: City Controller.

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

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

**RESOLUTION DECLARED ADOPTED.”**

**NB-4 Approval - Delta County Historical Society Agreement.**

Administration sought Council approval of the annual service agreement with the Delta County Historical Society. All terms of the agreement remain the same as in the past. The funds for this agreement are in the 2019/20 budget.

**NB-4** O'Connell moved, Beauchamp seconded, to approve to the annual service agreement with the Delta County Historical Society.

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

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

**MOTION CARRIED.**

**NB-5 Approval - Cross Connection Inspections @ Commercial Accounts**

Administration sought Council approval for authorization to hire and retain the services of HydroCorp, of Troy MI, to preform work as outlined in the attached proposal in a sum not to exceed \$35,496.00. All but ~\$500.00 of this requested money was available and allotted for this type of work within the current budget.

**NB-5** Blasier moved, Sattlem seconded, to approve to the authorization to hire and retain the services of HydroCorp, of Troy MI, to preform work as outlined in the attached proposal in a sum not to exceed \$35,496.00

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

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

**MOTION CARRIED.**

**NB-6 City Manager's Evaluation**

The City Council conducted a performance evaluation on the City Manager. The purpose of the evaluation was to provide feedback about job performance.

City Manager Patrick Jordan elected to go into closed session.

*Mayor Tall moved this item after Announcements.*

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

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

Kathleen R. Cibula to the Board of Library Trustees, term expiring June 1, 2022

Judith M. Tousignant to the Board of Library Trustees, term expiring June 1, 2022

### **BOARD, COMMISSION, AND COMMITTEE REPORTS**

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

### **GENERAL PUBLIC COMMENT**

William Gasman - requested that we put a dollar value on NB-2 to better explain to the citizens. Mr. Gasman discussed the negative impact that comes from the selling of commercialized Marihuana.

Kelli Van Ginhoven – said it has been 113 days since she has asked for an answer for her DDA seat denial. She is still seeking an explanation why she was denied a DDA board seat.

### **ANNOUNCEMENTS**

- Garden Walk is a walk around the beautiful gardens of Escanaba on July 21, 2019. Walk begins at 1 pm, goes until 4. Self-guided, rain or shine;
- “Fly Ball” held at U.P. State Fair Grounds August 2<sup>nd</sup> and 3<sup>rd</sup>;
- Sidewalk sales, Downtown Car Show, and Marina Fest on July 27, 2019;
- The 1<sup>ST</sup> Bike and Classic Car Night raised \$950 for the woman’s shelter and 2<sup>nd</sup> Bike and Classic Car Night raised \$991 for the “yellow bike” program down at the Marina ;

### **NB-6 The City Council will conduct a performance evaluation on the City Manager. The purpose of the evaluation is to provide feedback about job performance.**

The City Manager (Patrick Jordan) elected to go into Closed Session for his evaluation;

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 7:38 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 8:38 p.m.

**NB-6** Blasier moved, O'Connell seconded, **CARRIED UNANIMOUSLY**, all council members will submit their numerical evaluation scores to the City Clerk for averaging plus compile all unedited written comments in a document for submission to the City Manager's personnel file.

Mayor Tall discussed with council an upcoming meeting to revisit the City Manager's contract language. Council Member Blasier, Mayor Tall, and Attorney will conduct the contract discussion.

Hearing no further public comment, the Council adjourned at 8:41 p.m.

Respectfully submitted

Phil DeMay  
City Clerk

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

Agenda Item: NB-1  
Date: 8-1-19

## City Council Agenda Item Request

Date: 07/11/2019

Name:

Department:

Item: Annual Service Agreement

Meeting date requested: 08/01/2019

Explanation for request:

The William Bonifas Fine Arts Center is seeking Council approval of their 2019-20 service agreement in the amount of \$5,000. Under the terms of the agreement, the center will provide a minimum of 8 exhibits in the Alice Powers Gallery, a minimum of 4 plays, 25 classes in the creative and visual arts, and workshops, which will be available to the citizens of Escanaba. Administration is recommending approval of the service agreement. This appropriation is included in the current fiscal year budget.



700 First Avenue South  
Escanaba, Mi 49829  
Ph: 906-786-3833  
bonifasarts.org

Mr. Patrick Jordan  
City Manager  
City of Escanaba  
[REDACTED]

July 11, 2019

Dear Mr. Jordan:

Enclosed please find the annual agreement between the City of Escanaba and the William Bonifas Fine Arts Center, to be signed and returned at your earliest convenience.

On behalf of the staff and board of trustees of the Bonifas Arts Center, I would like to thank the City of Escanaba for its continued and sustaining support. The Bonifas Arts Center has been an important part of the history and culture of the City of Escanaba for over 40 years, providing opportunities for the artist and the enthusiast to learn, perform and create and for our local residents to be entertained, to learn, and to connect with each other. With financial and project support from the City the Bonifas Arts Center is able to continue to thrive and serve the community year after year. We share the common goal of making Escanaba a city that people want to live, work, and play in.

At this time, I would like to request the release of our \$5,000 allocation.

Sincerely,

Sue Roll  
Executive Director  
[REDACTED]

*Founded in 1974, the William Bonifas Fine Arts Center is a comprehensive arts organization. With a commitment to excellence in its exhibits, education, performances, facilities, events, and other activities, the Center exists to enhance and inspire the cultural and creative lives of the people in the Central Upper Peninsula.*

**AGREEMENT**  
**THE CITY OF ESCANABA**  
**AND**  
**THE WILLIAM BONIFAS FINE ARTS CENTER, INC.**

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

The Art Center will provide a minimum of four (4) plays annually, to be performed by the Players de Noc or other professional groups. These performances will be open to the general public, and particularly, the citizens of Escanaba. Such performances should be scheduled on an annual basis.

The Art Center will provide eight (8) art exhibits to be held in the Alice Powers Gallery. These exhibits will be open to the general public, particularly, the citizens of Escanaba. It is recommended that such exhibitions be at no charge to residents of our community.

The Art Center will conduct a minimum of twenty-five (25) classes in the creative and visual arts. Fees can be charged for participation in these classes and programs, which will be open to the general public, particularly, the citizens of Escanaba. In addition, workshops specifically for artists will be offered.

In consideration for these services, the City of Escanaba will pay to the William Bonifas Fine Arts Center the amount of Five Thousand Dollars (\$5,000) during the fiscal year, July 1, 2019 through June 30, 2020. The Bonifas Arts Center will furnish to the City Manager, sufficient notice of all activities to be held at the Center. Sufficient copies should be forwarded to the City for distribution to the City Council, Clerk and City Manager. Sufficient notices of all activities will be sent to the local media well in advance of the date of the actual performance or classes to be held. Where possible, the City of Escanaba will be acknowledged as a patron of the Bonifas Art Center, with the appropriate recognition being made by the board.

This agreement is effective July 1, 2019, and will terminate on June 30, 2020.

CITY OF ESCANABA

WILLIAM BONIFAS FINE ARTS CENTER, INC.

\_\_\_\_\_  
Patrick Jordan  
City Manager

  
\_\_\_\_\_  
Beth Noreus  
Board President

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

  
\_\_\_\_\_  
Thomas Knoll  
Treasurer

Agenda Item: NB-2  
Date: 8-1-19

## City Council Agenda Item Request

Date: 07/12/2019

Name:

Department:

Item: Annual Service Agreement

Meeting date requested: 08/01/2019

Explanation for request:

Network de Noc BNI (Business Networking Intl.) is requesting approval to use Ludington Street on Saturday, September 28, 2017, from 7:00 a.m. to 5:00 p.m. for setup, and 8:00 a.m. to 4:00 p.m. for Pulling for Honor (fundraiser for U.P. Honor Flight). Administration recommends approval provided the following conditions are met: 1) Proper insurance was 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 sponsors pay for any overtime labor costs that may be incurred.

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

DATE(S) OF EVENT: Saturday, September 28, 2019  
Day of Week, Month, Day, Year (Example: Saturday, October 29, 2016)

NAME OF EVENT: Pulling for Honor (Fundraiser for U.P. Honor Flight)

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

Organization: Network de Nog BNI (Business Networking Intl.)  
 Contact Person: Kim Rabitoy Daytime Phone: [REDACTED]  
 Address: [REDACTED] Evening Phone: [REDACTED]  
 City, State Zip: Escanaba MI 49829 E-mail: [REDACTED]  
 Website: BNI.com Event Phone: [REDACTED]  
 Charitable Org #: \_\_\_\_\_ Fax: N/A  
(If applicable)

Alternate Contact: [REDACTED]  
(It is recommended that an alternate name and phone number be provided)

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

**LOCATION:**

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

**DATE/TIME:**

<b>EVENT TIME</b> <small>This is the time your event would be ready to accept participants or general public.</small>	<b>Event Begins</b> DATE: <u>September 28, 2019</u> TIME: <u>8am</u>	<b>Event Ends</b> DATE: <u>September 28, 2019</u> TIME: <u>4pm</u>
	<b>SET-UP TIME</b> <small>When you want the area reserved for your organization to ensure you have adequate time for set-up and tear-down.</small>	<b>Set-up Start</b> DATE: <u>September 28, 2019</u> TIME: <u>7am</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
- Run
- Cycling
- Walkathon
- Festival/Event
- Other (specify): \_\_\_\_\_

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

- Participants: # \_\_\_\_\_ Wheelchair Accessible:  Yes  No
- Bands: # \_\_\_\_\_ For events on City Property are you seeking approval to charge:
- Vehicles/Floats: # \_\_\_\_\_ Admission:  Yes  No
- Volunteers: # \_\_\_\_\_ Parking:  Yes  No
- General Public: # 2,500 - 3,000 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: BOSK - BNF

**FOOD AND BEVERAGE:**

- Will there be Food and Non-Alcoholic Beverages sold?  Yes  No (Continue to next page)
- Food Stand locations:  Indoor  Outdoor  Indoor and Outdoor

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

- Chicken / Seafood  Soups / Chili  Other Foods (Please list)
- Rice / Pasta Dishes  Salad \_\_\_\_\_
- Soda / Chips / Candy  Other Meats \_\_\_\_\_
- Hotdogs / Hamburgers  Baked Goods \_\_\_\_\_

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

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

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

**EVENTS REQUESTING ROAD CLOSURE:**

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

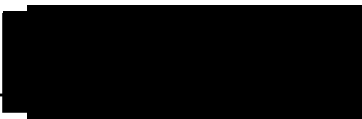
A detailed map of road closures **MUST** be included. Applicants must notify abutting properties of the closure at least 14 Days in advance of the event. This notification letter must be approved by the City Manager's Office. If there are any SPECIAL REQUESTS that you would like the City to consider,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

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

I have read and understood the Special Events Application.

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

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

\_\_\_\_\_  \_\_\_\_\_ Kim Rabbitoy \_\_\_\_\_ 7/12/19  
Print Name Date

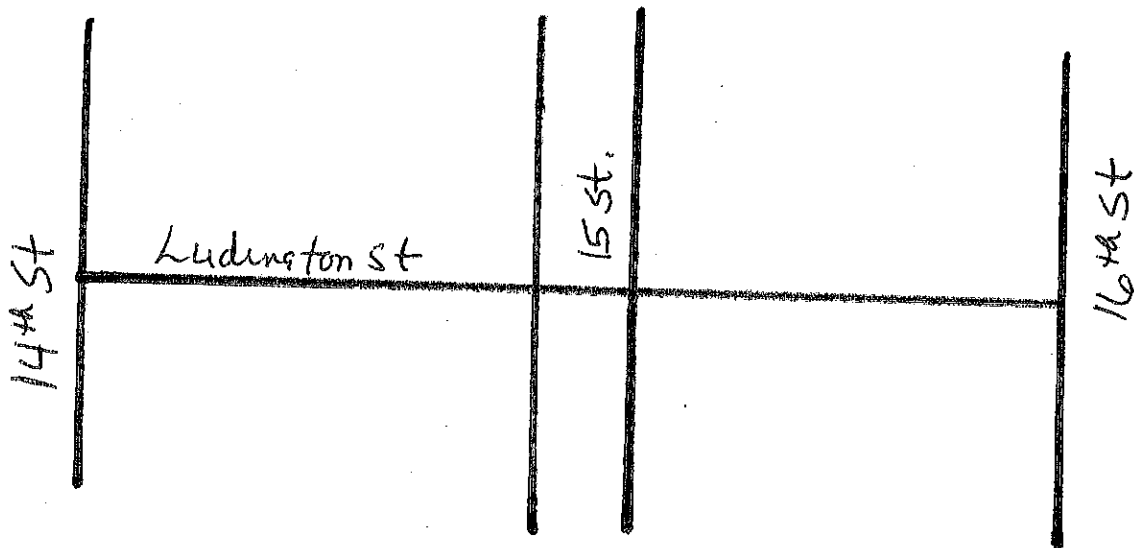


Map for "Pulling for Honor" street closures:

Barricade on the west side of 14<sup>th</sup> Street at Ludington Street. (across entire Ludington St)

Barricade on the east side of 16<sup>th</sup> Street at Ludington. (across entire Ludington St)

Barricade the north and south of 15<sup>th</sup> Street.



Agenda Item: NB-3  
Date: 8-1-19

## City Council Agenda Item Request

Date: 07/22/2019

Name:

Department:

Item: UPtoberfest 2019

Meeting date requested: 08/01/2019

Explanation for request:

The Bay de Noc Brewers are seeking approval to use the Soccer Field Area inside of Ludington Park from Thursday, October 10, 2019 at 12:00 Noon through Sunday, October 13, 2019 at Noon for their annual Uptoberfest event (event would take place on Saturday, October 12, 2019 from 2:00 p.m. until 7:00 p.m.). Administration is recommending approval provided the following conditions are met: 1.) Proper insurance is 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 sponsors pay for any overtime labor costs that may be incurred.

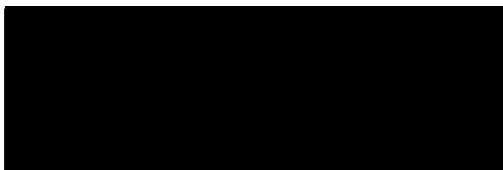
City Council Members,

Thank you for your continued support of UPToberFest. Last year's move from the Municipal Dock to Ludington Park was well received by everyone we've spoken with, and we'd like to continue to hold this annual event at the same location. We're proud to report that last year, in addition to donating \$10,000 to The United Way of Delta County and \$1,000 to the Delta County Child Advocacy Center, we also donated \$1,500 to the City Recreation Department to improve the soccer field area. Our intention is to continue to donate to this cause annually for as long as improvements are needed.

In addition to the use of a portion of Ludington Park and items outlined on the Special Event Application, Bay de Noc Brewers is requesting the use of the following items for UPToberFest on Saturday, October 12, 2019.

- Snow fence and posts
- Garbage cans, including garbage pickup
- Picnic tables
- Parking lot next to tennis courts for volunteer/vendor parking

Thank you for your consideration.



Josh Marenger

Vice President, Bay de Noc Brewers

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

DATE(S) OF EVENT: Saturday, October 12 2019  
Day of Week, Month, Day, Year (eg: Saturday, January 2, 2014)

NAME OF EVENT: U'Ptobertfest 2019

**CONTACT INFORMATION** (Please Print Clearly – Incomplete applications may be delayed)

Organization: Bay de Noc Brewers  
 Contact Person: Josh Marenzer Phone (day) [REDACTED]  
 Address: [REDACTED] Phone (evening): same  
 City: Escanaba, MI E-mail: [REDACTED]  
 Postal Code 49829 Website: uptoberfest.org  
 Charitable Org #: \_\_\_\_\_ Event Phone: \_\_\_\_\_  
 (If applicable) Fax: \_\_\_\_\_  
 Alternate Contact: \_\_\_\_\_  
 (It is recommended that an alternate name & telephone 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: Ludington Park, soccer field area  
 Building/Facility Name/Area: \_\_\_\_\_  
 Road (s) Road Closure Required?: Partial  Full

**DATE/TIME**

<b>EVENT TIME</b> <small>This is the time your event would be ready to accept participants or general public.</small>	<b>Event Begins</b>	<b>Event Ends</b>
	DATE: <u>10/12/19</u> TIME: <u>2:00 PM</u>	DATE: <u>10/12/19</u> TIME: <u>7:00 PM</u>
<b>SET UP TIME</b> <small>When do you want the area reserved for your organization to ensure you have adequate time for set up and tear down.</small>	<b>Set Up Start</b>	<b>Tear Down End</b>
	DATE: <u>10/10/19</u> TIME: <u>Noon</u>	DATE: <u>10/13/19</u> TIME: <u>Noon</u>

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

**EVENT DETAILS**

**TYPE OF EVENT**

- Parade       Cycling       Festival/Event  
 Run       Walkathon       Other (specify) \_\_\_\_\_

**ESTIMATED ATTENDANCE (please estimate all that apply)**

Participants # _____	Wheelchair Accessible Yes <input type="checkbox"/> No <input type="checkbox"/>
Bands # <u>1</u>	For events on City Property are you seeking approval to charge:
Vehicles/Floats # _____	Admission Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Volunteers # <u>100</u>	Parking Yes <input type="checkbox"/> No <input type="checkbox"/>
General Public # <u>1000</u>	Is this event: <input checked="" type="checkbox"/> Open to the Public
	<input type="checkbox"/> For Invited Guests only

**EVENT ELEMENTS (complete to ensure proper permits are processed)**

Power Requirements* Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Fireworks Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Sound Amplification Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Alcohol Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Access to power if possible Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Live Music Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Tents/Temp. Structures Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Size of tent(s): <u>6 tents total ~ 100' x 120'</u>
Amusement Rides Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Provider: _____
Inflatables Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Provider: _____

**FOOD & BEVERAGE**

Will there be food & non alcoholic beverages sold? Yes  No (continue to next page)

Food stand locations Indoor  Outdoor  Inside & Outside

What kinds of food will the Stands be selling? (check all that apply)

- |  |  |  |
|--|--|--|
| <input checked="" type="checkbox"/> Chicken/seafood    | <input checked="" type="checkbox"/> Soups/chilli | <input type="checkbox"/> Other foods (please list) |
| <input type="checkbox"/> Rice/pasta dishes             | <input type="checkbox"/> Salad                   | _____  |
| <input type="checkbox"/> Pop, chips, candy             | <input checked="" type="checkbox"/> Other meats  | _____  |
| <input checked="" type="checkbox"/> Hotdogs/hamburgers | <input checked="" type="checkbox"/> Baked goods  | _____  |

**Reservation Fees (check applicable box):**

- Ludington Park Pavilion 1/2 day     \$75 (resident)     \$100 (non-resident)
- Ludington Park Pavilion full day     \$100 (resident)     \$125 (non-resident)
- Ludington Park Bandshell 1/2 day     \$75 (resident)     \$100 (non-resident)
- Ludington Park Bandshell full day     \$100 (resident)     \$125 (non-resident)
- Ludington Park Gazebo     \$50 p/2 hour block (res)     \$75 p/2 hour block (non-resident)
- Other Picnic or Gathering Areas     \$35 p/day
- John D. Besse Park Pavilion 1/2 day     \$75 (resident)     \$100 (non-resident)
- John D. Besse Park Pavilion full day     \$100 (resident)     \$125 (non-resident)
- Lemerand Pavilion 1/2 day     \$75 (resident)     \$100 (non-resident)
- Lemerand Pavilion full day     \$100 (resident)     \$125 (non-resident)
- Lemerand Complex     \$250 per day

Half Day Reservation: Cut-off time is 4:00 pm. Half-day reservations can be made before or after 4:00 pm.

**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 closure **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 City to consider, please outline them on a separate paper and attach

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

**I have read and understood the Special Events Application.**

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

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

  
Event Organizer Signature

*Tosh Marenger 7/21/19*  
Print Name & Date



Double fence around perimeter

Portable restrooms

Controlled vendor entrance  
closed during event

Tent

Tent

Controlled attendee entrance

Agenda Item: NB-4  
Date: 8-1-19

## City Council Agenda Item Request

Date: 24JUL19

Name: Mike

Department: Electric

Item: Solar Facility Mowing

Meeting date requested: 01AUG19

Explanation for request:

On July 16th, the Electric Department contacted 9 mowing contractors regarding the mowing at the solar facility. They were informed that the proposals were due on July 23rd.

2 proposals were received. The results were as follows:

Dan's Lawn and Landscape - \$960 per cutting

Bladerunner U.P. Lawn Care - \$2500 for 1st cutting, \$2250 for 2nd cutting

I am recommending we award this work to Dan's Lawn and Landscape of Gladstone, MI at the price quoted on their proposal.



July 22, 2019

Mike Furmanski  
Superintendent, Electric Department

[REDACTED]

Dear Mike,

As per our conversation regarding mowing at the solar project, I wish to offer a bid of \$960 per cutting. This price includes all mowing and trimming as per bid specifications outlined in the RFP. If awarded the successful bid, I will supply all necessary insurance documentation as required.

I appreciate the opportunity to bid on this job, and I thank you for including my business in the bidding process.

Sincerely,

[REDACTED]

Dan Bjorkquist

Dan's Lawn and Landscape

[REDACTED]

Gladstone, MI 49837

[REDACTED]

"Service beyond the call for over 25 years!"



Proposal for Mr. Mike Furmanski

7/22/19

This proposal is for lawn maintenance services to be provided at the Escanaba Solar Project Site. Services are to be provided by Blade Runner U.P. LLC. The number of services will depend upon request by Mr. Furmanski. It is our recommendation that the site is serviced at least 2 times per year.

\$2000.00 for first mowing

\$500.00 for trimming around solar panel posts and inside of fence line

\$2500.00 total for first service.

If Mr. Furmanski would like to have the site maintained a second time within the same season the price would be as follows:

\$1750.00 for second mowing

\$500.00 for trimming around solar panel posts and inside of fence line

\$2250.00 total for second service.

Any questions, feel free to ask.

Thanks,

Andrew Doutree

Blade Runner U.P., LLC

Agenda Item: NB-5  
Date: 8-1-19

## City Council Agenda Item Request

Date: 24JUL19

Name: Mike Furmanski

Department: Electric

Item: Pole Testing

Meeting date requested: 01AUG19

Explanation for request:

The Electric Department has been testing/treating our wooden poles for many years now. Karcz Utility Services is the only company that I am aware of that does this type of work in our area. I am recommending that we have them do our testing and treatment for 2019. For comparison, their prices for 2018 and 2019 are shown below:

Visual	\$9.50	\$10.50
Partial Ex/Sound & Bore	\$14.75	\$16.50
Partial Ex Reject	\$16.75	\$19.00
Excavated Reject	\$60.00	\$65.00
External Treatment	\$67.50	\$70.00
Boron Rod Treatment	\$3.30	\$3.50
Hollow Heart Treatment	\$35.00	\$45.00
Mobilization	\$500.00	\$500.00

We have \$14,000 in the budget for this work. I am seeking Council approval to hire Karcz Utility Services of Pulaski, WI for an amount not to exceed \$14,000.

Agenda Item: NB-6  
Date: 8-1-19

## City Council Agenda Item Request

Date: 7/24/19

Name: Bob Becotte

Department: Engineering/PW

Item: Approval of sidewalk bid

Meeting date requested: 8/1/19

Explanation for request:

Bids for 2019/20 sidewalk construction were solicited and were opened on July 23rd. Three bids were received. Administration recommends the approval of the 2019/20 sidewalk construction bid from Warn Construction. Since final quantities will vary, it is recommended that the bid be approved for the unit prices as bid. Warn Construction has done sidewalk work for the city for several years and has been satisfactory.

**2019 CITY OF ESCANABA  
NEW SIDEWALK CONSTRUCTION BID**

**TO BIDDERS:** Monday July 01<sup>st</sup>, 2019

**ADVERTISED:** Week of July 01<sup>st</sup>, 2019 – Escanaba Daily Press

**BID OPENING:** Tuesday July 23<sup>rd</sup>, 2019

**INVITATIONS TO  
BID SENT TO:**

Delta County Area Chamber of Commerce  
Builder's Exchange

[REDACTED]

J.P. Concrete

[REDACTED]

MM Masonry Contracting, Inc.

[REDACTED]

Bill Warn Concrete

[REDACTED]

Arrow Constructions

[REDACTED]

## NOTICE TO BIDDERS

Sealed bids will be received by the City of Escanaba at the office of the City Clerk, on or before 2:00 p.m. -local time - on Tuesday July 23rd, 2019

### 2019 NEW SIDEWALK CONSTRUCTION

The bids will be publicly opened and read in the City Clerk's office at said time and date.

Bidder's proposals and/or specifications may be obtained from the office of the City Clerk, located at 410 Ludington Street, Escanaba, Michigan 49829. No bid will be considered unless the proposal form and/or specifications (furnished by the City of Escanaba, Michigan) are properly completed and enclosed in a sealed envelope marked:

### "2019 NEW SIDEWALK CONSTRUCTION"

In addition, the City of Escanaba, Michigan, will not consider any proposal which has not been received prior to the published time, date and year of bid opening. FAX transmittals will not be accepted.

A certified check, cashier's check, or Bidder's Bond, drawn payable - without condition - to the City of Escanaba, Michigan, in an amount not less than 10% of the bid will be submitted with each proposal as a guarantee that if the bid is accepted, the bidder will furnish materials or services as stated in his proposal. On failure of the successful bidder to fulfill the conditions of his/her proposal, he/she shall forfeit said deposit to the City of Escanaba, Michigan, as liquidated damages. The acceptance of the proposal will be contingent upon the bidder's acceptance of this provision.

The City of Escanaba, Michigan, reserves the right to reject any or all bids, or any part thereof, at its discretion and to waive any irregularities in the bidding. The City of Escanaba, Michigan, may also split bids at its discretion. The City further reserves the right to negotiate directly with any and all bidders concerning any matter related to any bid.

All City of Escanaba, Michigan, bids are prepared so as to afford all vendors the equal opportunity for fair and equitable competition. The City of Escanaba, Michigan, assumes no liability or responsibility for any errors or oversights in the preparation and/or publication of bids.

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City Clerk  
City of Escanaba  
SPECIFICATION OF BID: NEW SIDEWALK CONSTRUCTION

## SCOPE OF WORK

The City of Escanaba requests quotations for construction of new sidewalks and/or replacement of existing sidewalks and alley ramps, and Escanaba standard curb in various locations in the City of Escanaba. It is anticipated that hazardous sidewalks will be removed and replaced in various locations within the City of Escanaba. Locations of new sidewalk are subject to change and a list of current location will be available in the City Engineers office.

It is anticipated that the Contract Proposal will provide for approximately 20,000 square feet of sidewalk removal and replacement. There will also be some new sidewalk construction. This quantity is to be used as a guideline for consideration in preparing bids and is subject to change without notice depending on how much walk is done by the property owners.

The Contractor shall submit his bid based on the unit costs as provided in the proposal. In order to provide a comparison of bid, the following "estimated" quantities will be used:

Sidewalk, Conc, 6 inch, Remove & Replace:	400 sft
Sidewalk, Conc, 4 inch, Remove & Replace:	600 sft
Sidewalk, Conc, 6 inch, New:	200 sft
Sidewalk, Conc, 4 inch, New:	600 sft
Sidewalk, Ramp, Remove & Replace:	350 sft
Sidewalk, Ramp, Detectable Warning Surface:	20 ft

## **GENERAL CONDITIONS**

### **INSURANCE**

The Contractor shall furnish proof of insurance as follows:

#### **Worker's Compensation**

Coverage A	Statutory
Coverage B	\$100,000

#### **Comprehensive General Liability**

Bodily Injury - ea/occurrence	\$ 300,000
- aggregate	\$ 500,000
Property Damage - ea/occurrence	\$ 50,000
- aggregate	\$ 100,000
Or combined single limits	\$1,000,000

#### **Comprehensive Automobile Liability**

Bodily	\$ 500,000
Property Damage	\$ 100,000
Or combined single limit	\$1,000,000

### **GUARANTEE**

The Contractor shall generally guarantee all work free of defects in materials and workmanship for one (1) year from the date of final payment. See performance bond.

### **CONSTRUCTION SCHEDULE**

The Contractor shall be expected to commence work after the Notice to Proceed. All work must be completed prior to June 30th, 2020, no exceptions.

### **PERSONNEL AND EQUIPMENT**

The Contractor shall employ only competent and efficient personnel, and whenever, in the opinion of the Owner, any employee is careless, incompetent, dishonest, obstructs the progress of the work, acts contrary to instruction, or conducts himself improperly, the Contractor shall, upon complaint of the Owner, discharge or otherwise remove such employee from the work and shall not employ him again thereon.

The working force, methods, equipment and appliances used on the work shall be such as will produce a satisfactory quality of work and shall be adequate to complete the Contract within the time limit specified.



## **GENERAL INFORMATION**

### **LOCATION OF CONSTRUCTION**

The City Engineer shall designate the location and extent of each section of sidewalk, curb or ramp to be constructed and/or removed by paint code in the field. The Contractor shall not remove or damage any existing sidewalk, curb or ramp beyond that designated for removal by the City. No payments will be made for unauthorized removal. (The paint code is a dot on the square to be removed and a line on the square to remain.)

### **CONCRETE SAWING**

Concrete sawing may be required at some locations to separate existing squares of concrete walk. The sawed joint shall be perpendicular to the edge of walk, finished smooth and substantially true to line. Concrete sawing locations shall be predetermined by the project engineer and paid on a lineal foot basis. The cost for any concrete sawing shall be included with the cost of other items of work and not paid for separately.

### **PRIVATE SIDEWALKS**

Existing walks to residences or boulevard may have to be removed and replaced for grade adjustment. The Contractor shall contact the City Engineering Department to determine locations for adjustments.

### **PROTECTION OF EXISTING SIDEWALKS**

The Contractor will be responsible for damage to any existing walks and will be required to replace any walks damaged due to his construction. Excess concrete shall not be allowed to set up on adjacent sidewalk squares. The square will be considered damaged and will be replaced at the Contractor's expense.

### **REMOVAL OF SIDEWALK**

Excavated material, sidewalk, sod, and earth shall become the property of the Contractor and shall be disposed of to an approved location. The excavated material shall not be deposited on adjacent lawn areas. Sidewalk squares must be replaced on a full square basis. Saw cutting and use of a partial square shall not be permitted.

### **BASE PREPARATION**

Preparation of base after removal of existing concrete sidewalk, curb or ramp or excavation of earth in new construction is made to the required depth and to a width that will permit forming. All soft and yielding material under the proposed construction shall be removed and replaced with acceptable material. Areas where settlement has occurred will be brought to grade. The foundation shall be shaped and compacted to a firm, even surface using vibratory equipment and water. Base preparation shall provide for a transverse slope of ¼ inch per foot toward the top of curb, unless otherwise provided. The base and forms shall be wetted prior to placement of concrete. Base preparation shall be incidental to sidewalk construction.

### **EXCAVATION**

Excavation of sod, topsoil, sand and miscellaneous materials encountered in higher lawns to 9 inches (0.75) feet below existing lawn grade is incidental to the proposed construction. Any excavation below the 9 inches (0.75) feet to the proposed subgrade shall be paid as earth excavation (cubic yard) and shall

include all materials encountered. If unsuitable material is found below the subgrade, it shall be removed and the pay item embankment (CIP) cubic yard shall be used to bring the base to the proper subgrade. The subgrade shall then be compacted to not less than 95 percent of the maximum unit weight.

### **EMBANKMENT**

Backfilling and compacting from the subgrade (bottom of sidewalk) to 9 inches (0.75) feet down is incidental to the proposed construction. After sod, topsoil, and any unsuitable material has been removed and the excavated limits is more than 9 inches (0.75) feet below the subgrade, this area shall be paid as embankment (CIP) cubic yards with acceptable material. The subgrade shall be constructed in 9 inch lifts and compacted to not less than 95 percent of the maximum unit weight.

### **PROTECTION OF UTILITIES**

The Contractor shall be responsible for damage to any utility service. Curb boxes or other utility fixtures lying within the sidewalk shall be adjusted to finished sidewalk grade, and be protected during the construction. Electric conduit, wire, Michigan Bell Telephone, Charter Television cables, Michigan Consolidated Gas are known to occupy areas near and under sidewalks and curbing. It is the Contractor's responsibility to notify MISS DIG (1-800-482-7171) at least 72 hours prior to start of construction. The Water Department may require additional time to repair water services needing repair or replacement.

### **TREE ROOT REMOVAL**

In areas where tree roots are present, the roots shall be cut and removed from the sidewalk area. Roots shall be cut at least 4 inches to 6 inches each side of the sidewalk alignment and a minimum of 12 inches below the bottom grade of the new walk. Cost of root removal shall be included in other items of work and not paid for separately.

### **LAWN RESTORATION**

After construction of new sidewalks, curbs and ramps adjacent lawn and boulevard areas disturbed from root removal, forming, or Contractor's vehicles causing ruts shall be restored to original condition or better to the satisfaction of the property owner and the City of Escanaba. Existing sod shall not be used, unless the property owner or City of Escanaba approves its use and it is of acceptable quality. All areas disturbed by construction shall be restored with topsoil, seed, fertilizer and mulch or hydroseeded to be supplied by the Contractor and shall be incidental to sidewalk construction and not paid for separately. Mulch netting shall not be used within the City of Escanaba.

1. Topsoil - Topsoil shall consist of dark, organic, natural surface soil, exclusive of any peat or muck and shall be reasonably stone free. Topsoil shall be placed along edges of construction and ruts, any large clods and lumps shall be broken or pulverized. Unsuitable material or stone shall be removed and disposed of by the Contractor. The topsoil surface shall conform to the grade of existing lawn surface and sidewalks or curb. Topsoil may be tested to determine if acceptable material by an independent testing lab.
2. Seed - Class "A" shall consist of 30% Perennial Rye Grass; 30% Kentucky Bluegrass; 40% Creeping Red Fescue. Seed shall be furnished in durable bags with tagged lot no. net weight of contents, purity and germination. Rate of application is one pound per 300 linear feet by one foot.
3. Fertilizer - Fertilizer is equal proportions of nitrogen, phosphoric acid and potash shall be used to lightly fertilize all topsoil areas.

4. Mulch - Mulching shall be done with straw to reasonably cover all topsoiled areas.

### **STREET GUTTER RESTORATION**

After construction of sidewalk ramps, alley ramps and curb, adjacent gutter removed by the Contractor to permit forming shall be restored to its original condition or better to the satisfaction of the City of Escanaba. Street gutter restoration shall be supplied by the Contractor and shall be incidental to curb and ramp construction.

1. Place 22A Aggregate base to a depth of 2 inches below the gutter grade and compacted to a minimum of 6 inch thickness.
2. Place hot mix asphalt on the aggregate base with a minimum 2 inch thickness and compacted on line and grade with the existing gutter.

### **TRAFFIC CONTROL DEVICES**

The Contractor shall furnish and maintain all necessary safety equipment such as barriers, barricades, signs, warning lights and guards as required to provide adequate protection for property owners, pedestrians and the construction project. The signs and barricades shall meet the color and construction requirements of the construction and maintenance section of the current Manual of Uniform Traffic Control Devices. All such barricades and signs shall be incidental to sidewalk construction. Current 2012 Standard Specifications for Construction guidelines shall be followed with all Traffic Control Devices.

### **DETAILED SPECIFICATIONS**

#### **CONCRETE MIX**

All concrete shall be six-bag mix using air entrained cement and crushed aggregate. Minimum 3000 psi 28-day strength. Delivery slips shall be available indicating the mix being delivered to the job site. The City reserves the right to conduct any testing it desires and reject any work not in conformance with these standards.

#### **SIDEWALKS**

All standard City concrete sidewalks shall be six (6) feet wide and four (4) inches thick, except at residential driveways or alley ramps where sidewalks shall be six (6) inches thick through widest approaching side. Follow MDOT detail R-29-I.

#### **SIDEWALK RAMPS**

Sidewalk ramps shall be installed where directed by the City Engineering Department. Follow the 2012 MDOT Standard Specifications for Construction. See attached or copies can be obtained through the City Engineering Department upon request. A maximum slope of one (1) inch per foot will be allowed. If required slope cannot be met, additional sidewalk squares may be removed with approval of the Engineer. Follow MDOT detail R-28-J.

#### **SIDEWALK FORMS 4 inch – 6 inch**

Either fixed-forms or slip-forms may be used. Forms shall be straight and free from warp and of sufficient strength to resist springing during the process of depositing concrete against them. The

forms shall be the full depth of the concrete with a minimum length of 8 feet. The minimum slope of ¼ inch per foot (2%) toward the curb shall be maintained.

### **SIDEWALK JOINTS**

Transverse joints shall be constructed at five (5) foot intervals to 1/4 the thickness of the sidewalk. All edges and joints shall be rounded to a ½ inch radius with approved finishing tools. Sawing is permitted for joints after concrete has set.

### **EXPANSION JOINTS**

Expansion joint of ½ inch felt shall be placed every fifty (50) feet, at the intersection of crosswalks, adjacent to concrete driveways or at any locations otherwise instructed by the Engineer. The expansion joint material shall be perpendicular to the edge of the sidewalk and shall be slightly below the finished surface of the sidewalk.

### **PLACING AND FINISHING CONCRETE**

The base shall be moist and the concrete shall be deposited and spaded along the faces of the forms before finishing operations are started. The concrete shall be struck off to the required grade and cross section. All edges and joints shall be rounded to the specified radius with an approved finishing tool. The surface shall be floated just enough to produce a smooth surface free from irregularities. The surface shall be broomed to slightly roughen the surface transversely to the sidewalk.

### **ALLEY RAMPS**

All regular ramps shall be six (6) inches thick. The thickened edge, next to the boulevard varies from zero at the sidewalk to height of existing curb. The finished edge at the gutter shall be 3/8 inch above existing or proposed gutter grade. See MDOT detail R-28-J

### **ALLEY RAMP FORMS**

Only fixed forms may be used with the required height and flexibility to form required radius to match existing ramp shape and cross section.

### **ALLEY RAMP JOINTS**

Transverse and longitudinal joints shall be constructed per Engineering Department to 1/4 the ramp thickness. All edges and joints shall be rounded to a ½ inch radius with approved finishing tools. Sawing is permitted for joints after concrete has set.

### **CURBS, SIDEWALK RAMP**

The Escanaba standard curb is dropped to 3/8 inch above the finished gutter at the curb face and ¾ inch above the finished gutter at the curb back. The minimum opening is five (5) feet wide. No rebar is required. (See Engineering Department Standard Detail)

### **CURB FORMS**

Either fixed-forms or slip-forms may be used. The fixed-form shall be one piece to the full eighteen (18) inch depth. All forms either straight or flexible shall be joined neatly and locked securely and

staked properly to prevent undue deflection of the forms during casting of the concrete. Forms shall be coated with oil or a parting compound before casting of concrete.

### **CURB JOINTS**

1. Contraction Joints - shall be placed at ten (10) foot intervals. The joints shall be constructed by methods meeting the approval of the Engineer to assure a plane-of weakness to at least 1/4 the depth of the curb.
2. Expansion Joints - shall be placed at fifty (50) foot intervals. Expansion joint filler shall extend to the full depth of the joint and the top shall be recessed 1/4 to 1/2 inch from the finished curb surface.

### **PLACING AND FINISHING CONCRETE**

The base shall be moist and shall meet the proper density requirements. The concrete shall be deposited to proper depth (adjust to curb ramp limits) and spaded or vibrated sufficiently to ensure satisfactory consolidation. The curb shall be struck off and the face shall be shaped to a one (1) inch radius with approved finishing tools. The back shall be finished with a one quarter (1/4) inch tool. The surface shall be finished with a wood float, followed by a light brushing. Honeycombed areas shall be filled with type II mortar if required, prior to applying membrane curing compound.

### **CURING COMPOUND SPECIFICATIONS**

Curing compound shall conform to specifications for liquid membrane forming compound for curing concrete (ASTM-309). A method of determining the efficiency of curing compound as well as of waterproof paper and plastic sheets is described in standard method of test for water retention by concrete curing materials (ASTM-156).

### **CURING COMPOUND INFORMATION**

After finishing operations have been completed and immediately after the free water has left the surface, the tops of sidewalks, ramps and curbs shall be completely coated and sealed with a uniform layer of white membrane curing compound. When the fixed-forms are removed, the entire area of the curb face, back and edges of walk shall be coated immediately after removal of the forms.

The compound shall be thoroughly stirred to a uniform consistency in the original container just prior to transfer of the compound to the membrane spraying equipment. Curing compound shall not be thinned. If rain falls on the newly coated pavement before the film has dried sufficiently to resist damage, or if the film is damaged in any other way, the contractor will be required to apply a new coat of material to the affected areas equal in curing value to that specified for the original coat. The treated surface shall be protected by an unbroken film until such time as the concrete has attained to percent of the anticipated minimum strength (See C.1  $3000 \times 0.70 = 2100$  PSI). All traffic, either foot or otherwise, will be considered as injurious to the film of the applied compound. A minimum of foot traffic will be permitted on the dried film as necessary to properly carry on the work, such as sawing joints, provided any damage to the film is immediately repaired by another application of compound.

### **CURING COMPOUND RATE OF APPLICATION**

The curing compound shall be applied at a minimum rate of one gallon per 200 square feet of surface. Failure to provide proper curing will be considered as sufficient cause for immediate suspension of the concreting operations. When approved by the Engineer, curing compound may be omitted when cold-weather protection is used during the curing period.

### **CONTRACTOR'S STAMP**

The Contractor must mark all new sidewalk with a stamp bearing the Contractor's name and year of construction. Letters and numbers of the stamp must be a minimum of 2 inches in height and 3/8 inch deep into the concrete surface. The stamp should be placed in the corner of the sidewalk square at each end of every pour. A single square alone will also be marked with a stamp. The stamp shall be approved by the City Engineer.

### **PROTECTION OF COMPLETED WORK**

The contractor shall be responsible to provide adequate protection to assure no damage will occur during setting of the concrete. All barricades, lights, watch persons, weather protection and curing equipment or supplies must be available and furnished by the Contractor. Any sidewalk damaged by improper protection against weather conditions or inadvertent pedestrian marking because of inadequate barricading, may be cause for rejection of payment and will be replaced at Contractor's expense.

### **INSPECTION**

Prior to placing any concrete, the Contractor shall notify the Engineering Department for approval as to line, grade, depth and to take concrete samples for testing.

### **PROJECT CLEAN UP**

This work shall consist of cleaning up the project prior to final acceptance and payment. Any materials or debris left at the job site resulting from excavation, forming, concreting, back filling or restoration shall be cause for withholding of payment. Cost of project clean up shall be included in other items of work and not paid for separately.

### **METHOD OF PAYMENT**

The Contractor shall be paid by the square foot for all concrete sidewalks. The unit price shall include all labor, equipment and material necessary to do a proper job of excavating, leveling, forming and finishing. Any other miscellaneous work such as protection and clean-up shall be considered incidental to the unit price.

Separate unit costs are provided for specified additional work:

- Sidewalk, Conc, 6 inch, Remove & Replace (sft)
- Sidewalk, Conc, 4 inch, Remove & Replace (sft)
- Sidewalk, Conc, 6 inch, New Construction (sft)
- Sidewalk, Conc, 4 inch, New Construction (sft)
- Sidewalk, Ramp, Conc, Remove & Replace (sft)
- Sidewalk, Ramp, Detectable Warning Surface (ft)

## BID PROPOSAL, NEW SIDEWALK CONSTRUCTION

Date \_\_\_\_\_

City of Escanaba  
Escanaba, Michigan 49829

We, the undersigned, agree to furnish the following according to the specifications provided:

Item	Description	Unit	Cost	Total
1	Sidewalk, Conc, 6 inch, Remove & Replace	sft	_____	_____
2	Sidewalk, Conc, 4 inch, Remove & Replace	sft	_____	_____
3	Sidewalk, Conc, 6 inch, New Construction	sft	_____	_____
4	Sidewalk, Conc, 4 inch, New Construction	sft	_____	_____
5	Sidewalk, Ramp, Conc, Remove & Replace	sft	_____	_____
6	Sidewalk, Ramp, Detectable Warning Surface	ft	_____	_____

**TOTAL ITEMS 1 THROUGH 6 DOLLARS** (\$ \_\_\_\_\_)

The above unit prices shall include all labor, material, equipment, removal, overhead, profit, insurance, etc. to cover the furnished work of the several kinds called for.

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be valid and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, the Bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by the General Conditions.

The bid security attached in the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) is to become the property of the Owner in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

This Proposal for concrete work within the City of Escanaba for the July 01st, through June 30th, 2020 construction season is proposed as stated above.

Submitted by:

FIRM \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

BY \_\_\_\_\_

TITLE \_\_\_\_\_

(Seal if bid is by a corporation)



## **SUPPLEMENTAL SPECIFICATIONS, NEW SIDEWALK CONSTRUCTION**

### **LOCATION OF CONSTRUCTION-NEW SIDEWALK**

The City Engineer or agent shall designate the location and extent of each section along the areas of sidewalk to be constructed by address and paint code in the field.

### **REMOVAL OF EXISTING LAWN**

Existing topsoil or sandy material shall be excavated to a firm base and width to permit forming. The excavated material shall not be deposited on adjacent lawn areas and shall become the property of the Contractor.

### **NEW SIDEWALK GRADE**

The Engineering Department shall assist the Contractor with necessary grades to match existing conditions and still provide a new sidewalk with a min of ¼ inch per foot slope towards the curb and uniformly matching each residential lawn.

Grades for new sidewalk construction shall be determined and controlled by the following existing conditions

- (1) Existing lawns
- (2) Existing sidewalk to residences
- (3) Existing driveways
- (4) Top of curbs
- (5) Future driveways to existing garages
- (6) Maximum longitudinal slope 1 inch per foot.

### **NEW SIDEWALK-SPECIAL CONDITIONS**

The Contractor may encounter special conditions during construction that fall within the new sidewalk construction at specific locations and shall be incidental to new sidewalk construction, unless provided for as a pay item.

1. trees - remove
2. shrubs - remove or relocate
3. planter - relocate
4. trees - trim
5. low yards - fill to required grade and re-establish lawn adjacent to new sidewalk.
6. high lawn areas - excavate to attain required longitudinal slope of 1 inch per foot and re-establish lawn adjacent to new sidewalk.

### **TREE REMOVAL**

This work shall consist of removing trees or removing stumps as marked along the project area or as directed by the Engineer, and shall include cutting such trees, removing their stumps and roots from the ground or chipping the stumps and properly disposing of the material.

<b><u>Pay Item</u></b>	<b><u>Pay Unit</u></b>
Removing tree under 3 inch	Incidental to sidewalk
Removing tree 3-7 inch	Each
Removing Tree 8-18 inch	Each

Removing tree 9-36 inch      Each

The size of tree will be determined by the average diameter of the tree trunk measured to the nearest full inch, at a point 4 ½ feet above the base of the tree at the ground line. Price for this work shall be negotiated with the Engineer at the time and date of work.

### **TREE TRIMMING**

Tree limbs projecting onto sidewalk shall be trimmed back to tree using proper pruning techniques. The pruning shall be completed on all sides of the tree or as directed by the Engineer and shall be incidental to sidewalk construction. Cost for Tree Trimming shall be included in other items of work and not paid for separately.

### **SHRUBS**

Shrubbery falling within new sidewalk construction shall be relocated or removed to the City compost site. Cost for removal or relocation or disposal of Shrubs shall be included in other items of work and not paid for separately.

**END**

**BID PROPOSAL, NEW SIDEWALK CONSTRUCTION**

Date 7-22-2019

City of Escanaba  
Escanaba, Michigan 49829

We, the undersigned, agree to furnish the following according to the specifications provided:

Item	Description	Unit	Cost	Total
1	Sidewalk, Conc, 6 inch, Remove & Replace	400 sft	<u>1.80</u>	<u>2720.00</u>
2	Sidewalk, Conc, 4 inch, Remove & Replace	600 sft	<u>5.80</u>	<u>3480.00</u>
3	Sidewalk, Conc, 6 inch, New Construction	200 sft	<u>6.00</u>	<u>1200.00</u>
4	Sidewalk, Conc, 4 inch, New Construction	600 sft	<u>5.50</u>	<u>3300.00</u>
5	Sidewalk, Ramp, Conc, Remove & Replace	350 sft	<u>7.50</u>	<u>2625.00</u>
6	Sidewalk, Ramp, Detectable Warning Surface	<del>20</del> ft	<u>12.00</u>	<u>240.00</u>

**TOTAL ITEMS 1 THROUGH 6 DOLLARS** (\$ 13,565.00 )

The above unit prices shall include all labor, material, equipment, removal, overhead, profit, insurance, etc. to cover the furnished work of the several kinds called for.

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be valid and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

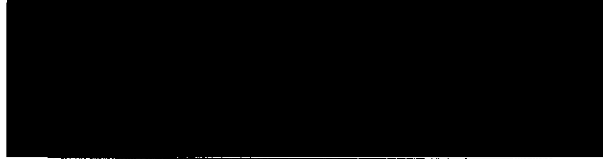
Upon receipt of written notice of the acceptance of this bid, the Bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by the General Conditions.

The bid security attached in the sum of One thousand three hundred fifty six and 59/100 dollars (\$1356.50) is to become the property of the Owner in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

This Proposal for concrete work within the City of Escanaba for the July 01st, through June 30th, 2020 construction season is proposed as stated above.

Submitted by:

FIRM WARREN CONSTRUCTION



TITLE OWNER

(Seal if bid is by a corporation)

## BID PROPOSAL, NEW SIDEWALK CONSTRUCTION

Date 7-23-19

City of Escanaba  
Escanaba, Michigan 49829

We, the undersigned, agree to furnish the following according to the specifications provided:

Item	Description	Unit	Cost	Total
1	Sidewalk, Conc, 6 inch, Remove & Replace	<u>400</u> sft	<u>9.10</u>	<u>3,640.00</u>
2	Sidewalk, Conc, 4 inch, Remove & Replace	<u>600</u> sft	<u>8.10</u>	<u>4,860.00</u>
3	Sidewalk, Conc, 6 inch, New Construction	<u>200</u> sft	<u>8.50</u>	<u>1,700.00</u>
4	Sidewalk, Conc, 4 inch, New Construction	<u>600</u> sft	<u>7.45</u>	<u>4,470.00</u>
5	Sidewalk, Ramp, Conc, Remove & Replace	<u>350</u> sft	<u>10.75</u>	<u>3,762.50</u>
6	Sidewalk, Ramp, Detectable Warning Surface	<u>20</u> ft	<u>45.00</u>	<u>900.00</u>
<b>TOTAL ITEMS 1 THROUGH 6 DOLLARS</b>			<b>(\$ <u>19,402.50</u>)</b>	

The above unit prices shall include all labor, material, equipment, removal, overhead, profit, insurance, etc. to cover the furnished work of the several kinds called for.

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be valid and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, the Bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by the General Conditions.

The bid security attached in the sum of 10% of attached bid dollars (\$ 10% ) is to become the property of the Owner in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

This Proposal for concrete work within the City of Escanaba for the July 01st, through June 30th, 2020 construction season is proposed as stated above.

Submitted by:

FIRM UP Concrete Co.



TITLE President

(Seal if bid is by a corporation)

Date July 23, 2019

City of Escanaba  
Escanaba, Michigan 49829

We, the undersigned, agree to furnish the following according to the specifications provided:

Item	Description	Unit	Cost	Total
1	Sidewalk, Conc, 6 inch, Remove & Replace	400 sft	18.60	7,440.00
2	Sidewalk, Conc, 4 inch, Remove & Replace	600 sft	16.60	9,960.00
3	Sidewalk, Conc, 6 inch, New Construction	200 sft	24.00	4,800.00
4	Sidewalk, Conc, 4 inch, New Construction	600 sft	22.90	13,740.00
5	Sidewalk, Ramp, Conc, Remove & Replace	350 sft	21.10	7,385.00
6	Sidewalk, Ramp, Detectable Warning Surface	20 ft	65.40	1,308.00

TOTAL ITEMS 1 THROUGH 6 DOLLARS (\$ 44,633.00 )

The above unit prices shall include all labor, material, equipment, removal, overhead, profit, insurance, etc. to cover the furnished work of the several kinds called for.

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be valid and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, the Bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by the General Conditions.

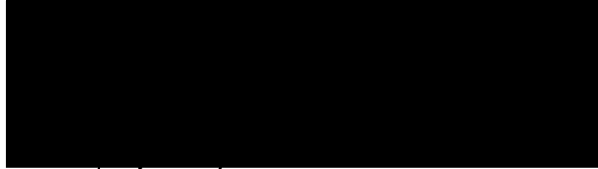
The bid security attached in the sum of ten percent of bid dollars (\$10% of bid) is to become the property of the Owner in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

This Proposal for concrete work within the City of Escanaba for the July 01st, through June 30th, 2020

construction season is proposed as stated above.

Submitted by:

FIRM Bacco Construction Company



TITLE John Fortier, President

(Seal if bid is by a corporation)



CITY OF ESCANABA  
RECORD OF BIDS

DATE BIDS OPENED: July 28, 2010  
DESCRIPTION OF WORK: New Sewer, Chubbuck Rd

DESCRIPTION	ESTIMATE #1		ESTIMATE #2		ESTIMATE #3		ESTIMATE #4		ESTIMATE #5		ESTIMATE #6		GRAND TOTAL	CHECK AMOUNT
	Cost	Balance at Total	Cost	Balance at Total	Cost	Balance at Total	Cost	Balance at Total	Cost	Balance at Total	Cost	Balance at Total		
Bacco	13.60	7,440	16.60	9,960	24.00	4,800	22.90	13,740	21.10	7,385	65.40	1,308	44,633	Bid Bond
UP Concrete	9.10	3,640	8.10	4,860	8.50	1,700	7.45	4,470	10.95	3,825	45.00	900	19,402.50	Bid Bond
Water Const.	6.80	27.20	5.20	3,480	6.00	1,200	5.50	3,300	7.50	2,625	12.00	240	13,565	check

PRC:001

Agenda Item: NB-7  
Date: 8-1-19

## City Council Agenda Item Request

Date: 7/24/19

Name: Bob Becotte

Department: Engineering/PW

Item: Approval of curbing bid

Meeting date requested: 8/1/19

Explanation for request:

Bids for 2019/20 curb and gutter construction were solicited and were opened on July 23rd. One bid was received. Administration recommends the approval of the 2019/20 curb and gutter bid from Bacco Construction Company, Inc. Since final quantities will vary, it is recommended that the bid be approved for the unit prices as bid. Curb and gutter work will include South 32nd Street from 3rd Avenue South to 4th Avenue South, Ludington Street from 22nd Street to Lincoln Road, and possibly Sheridan Road from 8th Avenue North to 10th Avenue North.

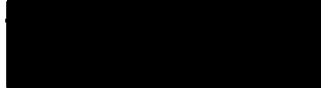
**2019 CITY OF ESCANABA CURBING BID**

**TO BIDDERS:** Monday July 01<sup>st</sup> , 2019  
**ADVERTISED:** Week of July 01<sup>st</sup> , 2019 – Escanaba Daily Press  
**BID OPENING:** Tuesday July 23<sup>rd</sup> , 2019

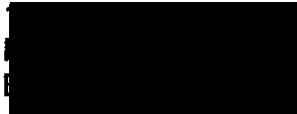
**Bacco Construction Company, Inc.**



**Arrow Constructions**



**UP Concrete**



## **NOTICE TO BIDDERS**

Sealed bids will be received by the City of Escanaba at the office of the City Clerk, on or before 2:00 p.m. - local time – on Tuesday July 23<sup>rd</sup> , 2019.

### **CURBING BIDS**

Bids will be publicly opened and read in the City Clerk's office at said time and date.

Bid proposals and/or specifications may be obtained from the office of the City Clerk, located at 410 Ludington Street, Escanaba, Michigan 49829. No bid will be considered unless the proposal from and/or specifications (furnished by the City of Escanaba, Michigan) are properly completed and enclosed in a sealed envelope marked:

#### **"2019 Curbing Bid"**

In addition, the City of Escanaba, Michigan, will not consider any proposal which has not been received prior to the published time, date and year of bid opening. FAX transmittals will not be accepted.

A certified check, cashier's check , or Bidder's Bond, drawn payable - without condition - to the City of Escanaba, Michigan, in an amount not less than 10% of the bid will be submitted with each proposal as a guarantee that if the bid is accepted, the bidder will furnish materials or services as stated in his proposal. On failure of the successful bidder to fulfill the conditions of his/her proposal, he/she shall forfeit said deposit to the City of Escanaba, Michigan, as liquidated damages. The acceptance of the proposal will be contingent upon the bidder's acceptance of this provision.

The City of Escanaba, Michigan, reserves the right to reject any or all bids, or any part thereof, at its discretion and to waive any irregularities in the bidding. The City of Escanaba, Michigan, may also split bids at its discretion. The City further reserves the right to negotiate directly with any and all bidders concerning any matter related to any bid.

All City of Escanaba, Michigan, bids are prepared so as to afford all vendors the equal opportunity for fair and equitable competition. The City of Escanaba, Michigan, assumes no liability or responsibility for any errors or oversights in the preparation and/or publication of bids.

Any questions concerning this bid should be directed to the City of Escanaba City Engineer, Bob Becotte (906) 786-1842.

### **Description of Work**

Install MDOT C2 concrete curb and gutter according to this special provision on two separate project areas: Ludington Street from 22<sup>nd</sup> Street to Lincoln Road and South 32<sup>nd</sup> Street from 3<sup>rd</sup> Avenue South to 4<sup>th</sup> Avenue South.

### **Materials**

Use materials conforming to section 802 of the current 2012 MDOT Standard Specifications for Construction.

### **Construction**

Construct MDOT C2 Concrete curb and gutter according to standard plan R-30-G series, and section 802 of the current 2012 MDOT Standard Specifications for Construction. The City of Escanaba will prep all curbing areas for placement of new concrete curb and gutter and the City of Escanaba will also do all cleanup and restoration after the concrete curb and gutter is poured in placed. The Engineer will determine placement of any driveway openings and sidewalk ramp openings in the field. There are no plans for either of these projects. Work to be coordinated with City, expected to be mid to late August

### **Measurement and Payment**

This work will be measured and paid as specified in section 802 of the 2012 MDOT Standard Specifications for Construction using the following contract item (pay item).

Measurement and Payment shall be at the contract unit price as follows:

Curb and Gutter, Conc, Det C2	Foot
-------------------------------	------

## INSURANCE

The Contractor shall furnish proof of insurance establishing minimum coverage's in writing to the City Engineer as follows:

### Worker's Compensation

Coverage A	Statutory
Coverage B	\$100,000

### Comprehensive General Liability

Per occurrence	\$1,000,000
General Aggregate	\$1,000,000
Products/completed operations	\$1,000,000
General Aggregate	\$1,000,000

### Comprehensive Automobile Liability

Combined Single Limits	\$1,000,000
------------------------	-------------

The City of Escanaba shall be named as "additional insured" on all certificates. All policies affording coverages required in this section shall further be endorsed to provide a ten (10) day notice to be delivered to the City before any coverages are either reduced or cancelled.

The Contractor shall furnish Performance and Payment Bonds, each in an amount at least equal to the contract price as security for the faithful performance and payment of all Contractor's obligations under the contract. These bonds shall remain in effect at least until 6 months after the final payment.

**PROPOSAL**

<b>Unit of Work</b>	<b>Quantity</b>	<b>Unit</b>	<b>Cost</b>	<b>Total</b>
Curb and Gutter, Conc, Det C2	1,800.00	Ft	_____	_____
		<b>Grand Total</b>	<b>\$</b>	_____

**This proposal for work within the City of Escanaba is proposed as stated above.**

Submitted by:

FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

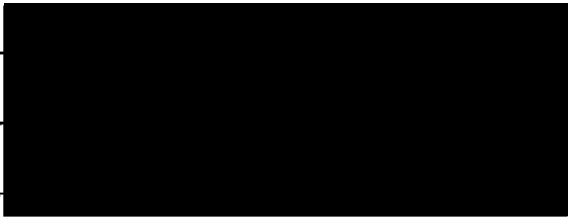
# PROPOSAL

Unit of Work	Quantity	Unit	Cost	Total
Curb and Gutter, Conc, Det C2	1,800.00	Ft	\$ <u>18.40</u>	\$ <u>33,120.<sup>00</sup></u>
		Grand Total	\$ <u>33,120.<sup>00</sup></u>	

This proposal for work within the City of Escanaba is proposed as stated above.

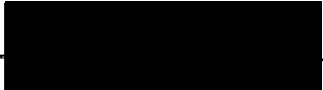
Submitted by:

FIRM: BACCO CONSTRUCTION COMPANY

ADDRESS: 

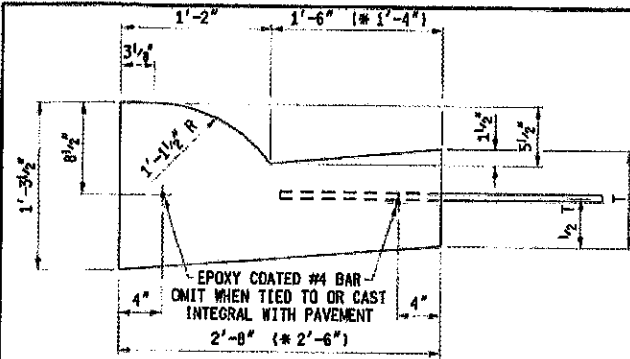
NAME: 

TITLE: President

SIGNATURE: 

DATE: July 23, 2019

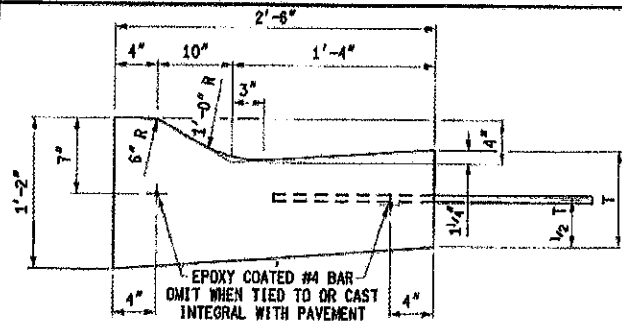




(\* GUTTER PAN WIDTH MAY BE REDUCED WHEN APPROVED BY THE ENGINEER)

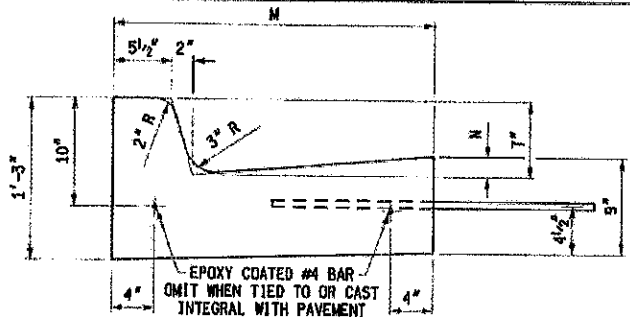
DETAIL	DIMENSION	LANE TIES	CONCRETE CYD / LFT	CONCRETE CYD / LFT
	T			
B1	9"	AS SHOWN	0.0900	(* 0.0855)
B2	9"	OMITTED	0.0900	(* 0.0855)
B3	10"	AS SHOWN	0.0941	(* 0.0894)

**B**



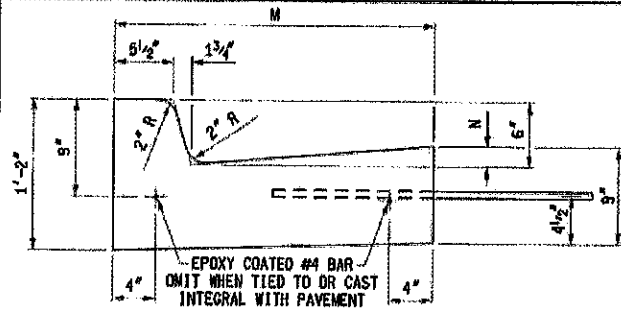
DETAIL	DIMENSION	LANE TIES	CONCRETE CYD / LFT
	T		
D1	9"	AS SHOWN	0.0788
D2	9"	OMITTED	0.0788
D3	10"	AS SHOWN	0.0826

**D**



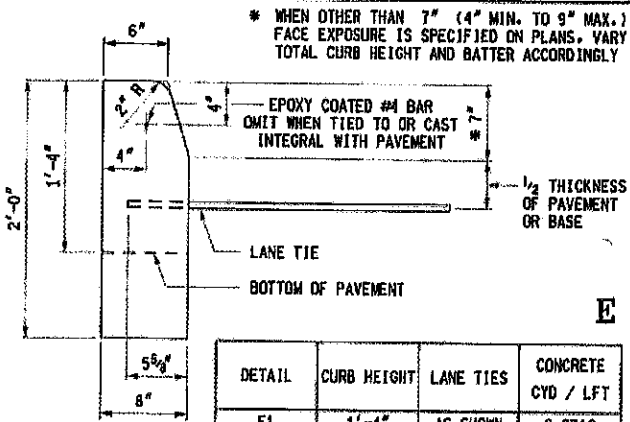
DETAIL	DIMENSION		LANE TIES	CONCRETE CYD / LFT
	M	N		
C1	1'-6"	1/8"	AS SHOWN	0.0506
C2	1'-6"	1/8"	OMITTED	0.0506
C3	2'-0"	1 3/8"	AS SHOWN	0.0632
C4	2'-0"	1 3/8"	OMITTED	0.0632
C5	2'-6"	1 3/8"	AS SHOWN	0.0757
C6	2'-6"	1 3/8"	OMITTED	0.0757

**C**



DETAIL	DIMENSION		LANE TIES	CONCRETE CYD / LFT
	M	N		
F1	1'-6"	7/8"	AS SHOWN	0.0484
F2	1'-6"	7/8"	OMITTED	0.0484
F3	2'-0"	1 3/8"	AS SHOWN	0.0610
F4	2'-0"	1 3/8"	OMITTED	0.0610
F5	2'-6"	1 3/8"	AS SHOWN	0.0737
F6	2'-6"	1 3/8"	OMITTED	0.0737

**F**



DETAIL	CURB HEIGHT	LANE TIES	CONCRETE CYD / LFT
E1	1'-4"	AS SHOWN	0.0310
E2	1'-4"	OMITTED	0.0310
E4	2'-0"	OMITTED	0.0477

**E**



PREPARED BY  
DESIGN DIVISION  
DRAWN BY: B.L.T.  
CHECKED BY: R.R.P.

DEPARTMENT DIRECTOR  
Kirk J. Stueckle

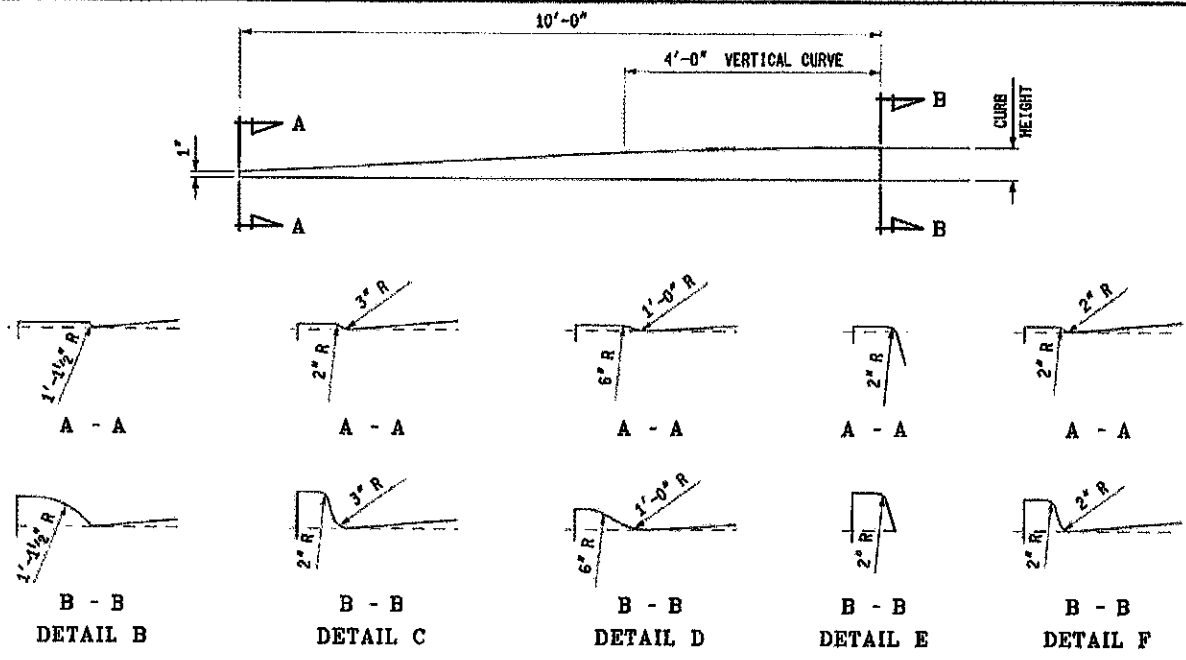
APPROVED BY: [Signature]  
DIRECTOR, BUREAU OF FIELD SERVICES

APPROVED BY: [Signature]  
DIRECTOR, BUREAU OF HIGHWAY DEVELOPMENT

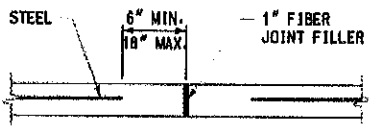
MICHIGAN DEPARTMENT OF TRANSPORTATION  
BUREAU OF HIGHWAY DEVELOPMENT STANDARD PLAN FOR

**CONCRETE CURB AND  
CONCRETE CURB & GUTTER**

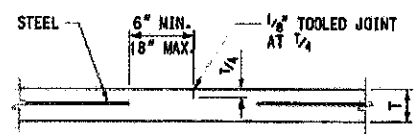
9-30-2014 F.H.W.A. APPROVAL	2-6-2014 PLAN DATE	R-30-G	SHEET 1 OF 2
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**CONCRETE CURB, CURB AND GUTTER ENDINGS**



**1" FIBER JOINT FILLER**



**CONTRACTION JOINT**

**NOTES:**

- CURB AND GUTTER RADI1) SHALL BE DIMENSIONED TO THE FRONT EDGE OF THE GUTTER PAN OR EDGE OF PAVEMENT.
- CONCRETE CURB AND GUTTER ENDINGS WILL BE PAID FOR IN LINEAR FEET OF THE ADJACENT CURB DETAIL.
- JOINTS SHALL BE PLACED AT RIGHT ANGLES TO THE EDGE OF CONCRETE CURB AND GUTTER.
- JOINTS DETAILED ON THE PLANS SHALL SUPERSEDE THOSE SPECIFIED ON THIS STANDARD PLAN.
- BOTTOM SLOPE OF CURB AND GUTTER STRUCTURE MAY BE THE SAME SLOPE AS BOTTOM OF PAVEMENT. BACK OF CURB AND VERTICAL EDGE OF GUTTER PAN MAY HAVE A MAXIMUM 1/2" BATTER TO FACILITATE FORMING.
- WHEN CURB AND GUTTER IS CAST INTEGRALLY, SEE CURRENT STANDARD PLAN R-31-SERIES.
- ALL JOINTS FOR CURB OR CURB AND GUTTER ARE INCLUDED IN THE PAY ITEM FOR THE CURB OR CURB AND GUTTER.

**JOINTS IN CURB OR CURB AND GUTTER NOT TIED TO CONCRETE PAVEMENT; ADJACENT TO CONCRETE BASE COURSE; OR ADJACENT TO HMA PAVEMENT:**

- A. PLACE 1" FIBER JOINT FILLER AT 400' MAXIMUM INTERVALS.
- B. PLACE 1" FIBER JOINT FILLER AT SPRING POINTS OF INTERSECTING STREETS.
- C. PLACE 1/2" ISOLATION JOINT AT CATCH BASINS PER STANDARD PLAN R-37-SERIES.
- D. PLACE CONTRACTION JOINTS AT 40' MAXIMUM INTERVALS.

**JOINTS IN CURB OR CURB AND GUTTER TIED TO JOINTED PAVEMENT**

- A. PLACE 1" FIBER JOINT FILLER OPPOSITE ALL TRANSVERSE EXPANSION JOINTS IN PAVEMENT.
- B. PLACE 1/2" ISOLATION JOINT AT CATCH BASINS PER STANDARD PLAN R-37-SERIES.
- C. PLACE CONTRACTION JOINTS OPPOSITE ALL TRANSVERSE CONTRACTION JOINTS IN PAVEMENT.
- D. A SYMBOL (B) JOINT SHALL BE PLACED BETWEEN CURB OR CURB AND GUTTER AND ADJACENT CONCRETE PAVEMENT AS SPECIFIED ON STANDARD PLAN R-41-SERIES.

MICHIGAN DEPARTMENT OF TRANSPORTATION  
BUREAU OF HIGHWAY DEVELOPMENT STANDARD PLAN FOR

**CONCRETE CURB AND  
CONCRETE CURB & GUTTER**

9-30-2014 F.H.V.A. APPROVAL	2-6-2014 PLAN DATE	<b>R-30-G</b>	SHEET 2 OF 2
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CITY OF ESCANABA  
RECORD OF BIDS

DATE BIDS OPENED: July 23, 2018  
DESCRIPTION OF ITEM: 2019 Curbing Bid

NAME OF BIDDER	Curb and Gutter, Conc, Det C2 1,800 Ft Cost	Curb and Gutter, Conc, Det C2 1,800 Ft Total	GRAND TOTAL	CHECK BID BOND
Bacco	18,410	33,120	33,120	Bid Bond

PRESENT:

Agenda Item: NB-8  
Date: 8-1-19

## City Council Agenda Item Request

Date: 7/24/19

Name: Bob Becotte

Department: Engineering/PW

Item: Approval of paving bid

Meeting date requested: 8/1/19

Explanation for request:

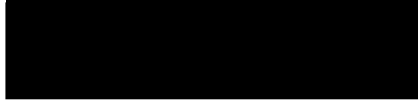
Bids for the 2019/20 paving were solicited and were opened on July 23rd. One bid was received. Administration recommends the approval of the 2019/20 paving bid from Payne & Dolan, Inc. Since final quantities will vary, it is recommended that the bid be approved for the unit prices as bid.



## 2019 CITY OF ESCANABA PAVING BID

TO BIDDERS: Mon. July 1<sup>st</sup>, 2019  
ADVERTISED: Week of July 1<sup>st</sup>, 2019 (Escanaba Daily Press)  
BID OPENING: Tues. July 23<sup>rd</sup>, 2019

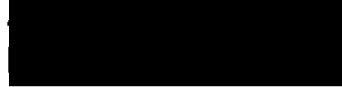
Bacco Construction Company, Inc.



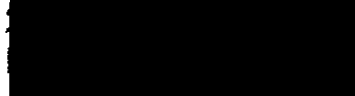
Payne & Dolan, Inc.



Smith Paving, Inc.



Delta County Area Chamber of Commerce  
Builder's Exchange



## **NOTICE TO BIDDERS**

Sealed bids will be received by the City of Escanaba at the office of the City Clerk, on or before 2:00 p.m., local time on **Tuesday July 23<sup>rd</sup>, 2019.**

### **TO: PULVERIZE, MILLING AND HOT MIX ASPHALT PAVE VARIOUS CITY STREETS**

The bids will be publicly opened and read in Room 101 in the City Hall at 410 Ludington Street, Escanaba, Michigan at said date and time.

Bidder's proposal, and/or specifications may be obtained from the office of the City Clerk, located at 410 Ludington Street, Escanaba, MI 49829. No bids will be considered unless the proposal from and/or specifications (furnished by the City of Escanaba, Michigan), are properly completed and enclosed in a sealed envelope, marked:

### **PAVING BID 2019**

In addition, the City of Escanaba, Michigan will not consider any proposal, which has not been received prior to the published time, date and year of bid opening. (Fax transmittals will not be accepted.)

The City of Escanaba, Michigan reserves the right to reject any or all bids, or any part thereof at its discretion, and to waive any irregularities in the bidding. The City of Escanaba, Michigan may also split bids at its discretion. The City further reserves the right to negotiate directly with any and all bidders concerning any matter related to any bid.

The City of Escanaba, Michigan bids are prepared to afford all vendors the equal opportunity for fair and equitable competition. The City of Escanaba, Michigan assumes no liability or responsibility for any errors or oversights in the preparation and/or publication of bids.

Phil Demay  
City Clerk  
City of Escanaba

## **PAVING BIDS**

Sealed bids must be received by the City of Escanaba, City Clerk on or before 2:00 PM (local time) Tues. July 23<sup>rd</sup> , 2019

Bids will be opened and read publicly in the City Clerk's office at this time

**\*No bids will be considered unless:**

- The proposal from/specifications created by, the City of Escanaba are properly completed
- Proposal is enclosed in a sealed envelope
- Envelope is marked: **"2019 Paving Bid"**
- Proposal is received on or before the date and time stated above
- The proposal includes a certified check/cashier's check/ Bidder's Bond, payable to the City of Escanaba for no less than 10% of the bid  
(Upon failure to fulfill conditions of their proposal, the successful bidder forfeits this deposit to the City of Escanaba, MI as liquidated damages)

No bids will be accepted that fail to meet the listed criteria above

Bid proposals and/or specifications can be obtained from the City Clerk's office (410 Ludington Street, Escanaba, MI 49829)

**\*FAX Transmittals NOT Accepted**

The City of Escanaba, MI, reserves the right to:

- Reject any or all bids, or any part thereof, at its discretion
- Waive any irregularities in the bidding
- Split bids at its discretion
- Negotiate directly with any and all bidders concerning any matter related to any bid

All City of Escanaba, MI, bids are prepared so as to afford all vendors the equal opportunity for fair and equitable competition.

The City of Escanaba, MI, assumes no liability or responsibility for any errors or oversights in the preparation and/or publication of bids.

Questions Concerning this bid should be directed to the City of Escanaba City Engineer: Bob Becotte (906) 786- 1842

## **SCOPE OF SERVICES**

The City of Escanaba requests bid proposals for HMA Paving of city streets within the City of Escanaba for the City's fiscal year (July 01<sup>st</sup> , 2019 to June 30<sup>th</sup> , 2020).

### **HMA BASE CRUSHING AND SHAPING**

Base crushing and shaping HMA surface shall consist of pulverizing the existing bituminous surface including 2 inches to 3 inches of the existing aggregate base material. The Contractor will be responsible for all grading and compacting of each roadway segment prior to paving and each segment will be required to have a 2% crown wherever possible. The City will complete the final site clean-up using street sweepers. Any excess material from base crushing operations shall become the property of the Owner.

\* Payment shall be based on total number of square yards of material pulverized.

### **COLD MILLING HMA SURFACE**

Cold Milling HMA Surface shall consist of removing the existing bituminous surface down to within 1 inch to 2 inches of the existing aggregate base. The Contractor shall also be responsible for removing all milled material and general cleanup in preparation of surface for paving. The City will do the final clean-up using street sweepers. Any excess material from milling operations shall become the property of the Owner.

\* Payment shall be based on total number of square yards of material removed.

### **HMA PAVING**

All HMA paving material shall conform to current MDOT specifications. Mix design shall conform to current MDOT HMA 4E1 and 5E1 mixtures. Different MDOT HMA mix designs must be submitted to the City Engineer in writing and approved prior to use. All testing and mix design requirements of MDOT specifications shall be part of this specification.

\* Payment will be based on tons of HMA material placed.

### **HMA APPLICATION ESTIMATE**

Work shall be done in accordance with the requirements of Division 501 of the 2012 Standard Specifications for Construction except as herein specified

Contractor shall use the MDOT roller method to meet density requirements (payment for this work shall not be paid separately)



**Materials:**

- HMA, 4E1, L-1, yield will vary depending on actual street, typical shall be 220 pounds per square yard. (Leveling Course designated L-1)
- HMA, 5E1, T-1, yield will vary depending on actual street, typical shall be 165 pounds per square yard. (Wear Course designated T-1). The Performance Grade asphalt binder range for the Mixture shall be 58-34.
- The HMA Bond Coat material shall be per Section 501.03 subsection D of the 2012 MDOT Standard Specifications for Construction. The uniform rate of application shall be 0.01 to 0.1 gallon per square yard. Payment for HMA Bond Coat shall be included within the cost of other HMA items of work and not paid for separately.

Measurement and Payment shall be at the contract unit price as follows:

HMA, 4E1, L-1	Per Ton
HMA, 5E1, T-1	Per Ton
HMA Base Crushing and Shaping	Per Square Yard
Cold Milling HMA Surface	Per Square Yard

**COORDINATION OF WORK**

All work must be coordinated with the Escanaba Public Works Department.

Amount of work will vary depending on available funds and time required for prep work, therefore bids are asked to be submitted on a unit cost basis.

Tack material (Bond Coat) shall be applied between HMA layers, on milling projects, or where directed by the Engineer. Tack material shall not be paid for separately and shall be paid for in other HMA items of work.

An estimate of quantities based on the 2019-2020 construction would be approx.:

HMA, 4E1, L-1	1000 Tons
HMA, 5E1, T-1	2000 Tons
HMA Base Crushing and Shaping	7500 Square Yards
Cold Milling HMA Surface	8850 Square Yards

\*Exact paving dates to be coordinated by contractor and engineer at a later date

## **INSURANCE**

The Contractor shall furnish proof of insurance establishing minimum coverage's in writing to the City Engineer as follows:

### Worker's Compensation

Coverage A	Statutory
Coverage B	\$100,000

### Comprehensive General Liability

Per occurrence	\$1,000,000
General Aggregate	\$1,000,000
Products/completed operations	\$1,000,000
General Aggregate	\$1,000,000

### Comprehensive Automobile Liability

Combined Single Limits	\$1,000,000
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The City of Escanaba shall be named as "additional insured" on all certificates. All policies affording coverages required in this section shall further be endorsed to provide a 10 day notice to be delivered to the City before any coverage is either reduced or cancelled.

The Contractor shall furnish Performance and Payment Bonds, each in an amount at least equal to the contract price as security for the faithful performance and payment of all Contractors' obligations under the contract. These bonds shall remain in effect at least until 6 months after the final payment.

## PROPOSAL

Unit of Work	Quantity	Unit	Cost	Total
Cold Milling HMA Surface	8850	Square Yards		
HMA, Base Crush and Shape	7500	Square Yards		
HMA, 4E1	2000	Tons		
HMA, 5E1	1000	Tons		
			<b>Grand Total</b>	

\*The breakdown list of streets will have additional information concerning these items

**This proposal for work within the city of Escanaba is proposed as stated above**

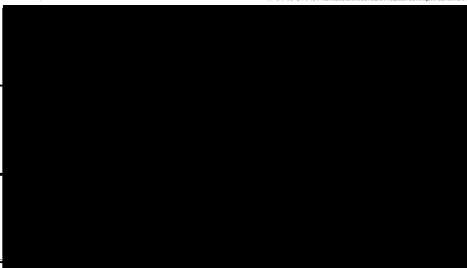


SUBMITTED BY:	
FIRM	
ADDRESS	
NAME	
TITLE	
SIGNATURE	
DATE	

**PROPOSAL**

Unit of Work	Quantity	Unit	Cost	Total
Cold Milling HMA Surface	8,850	Square Yards	\$ 3.25	\$ 28,762.50
HMA, Base Crush and Shape	7,500	Square Yards	\$ 2.20	\$ 16,500.00
HMA, 4E1	2,000	Tons	\$ 86.90	\$ 173,800.00
HMA, 5E1	1,000	Tons	\$ 93.25	\$ 93,250.00
			<b>Grand Total</b>	<b>\$ 312,312.50</b>

\*The breakdown list of streets will have additional information concerning these items

**This proposal for work within the city of Escanaba is proposed as stated above**

SUBMITTED BY:	Tom Ritter
FIRM	Payne & Dolan, Inc
ADDRESS	
NAME	
TITLE	Agent
SIGNATURE	
DATE	7/22/19

CITY OF ESCANABA  
 RECORD OF BIDS

DATE BIDS OPENED: July 21, 2019  
 DESCRIPTION OF WORK: Paving Old 2019

NAME OF BIDDER	Cold Milling HMA Surface 8,000 Square Yards		HMA, 1 1/2% Cruff and Shape 7,000 Square Yards		HMA, SET 2,000 Ton		HMA, SET 1,000 Ton		GRAND TOTAL	CHECK AND BOND
	Cost	Total	Cost	Total	Cost	Total	Cost	Total		
Payge + Oden, Inc.	325	28,762.50	220	16,500	86.90	173,800	93.25	93,250	312,382.50	Bid Bond

PRESENT:

Agenda Item: NB-9  
Date: 8-1-19

## City Council Agenda Item Request

Date: 24JUL19

Name: Mike Furmanski

Department: Electric

Item: Mutual Aid Agreement - UPPCO

Meeting date requested: 01AUG19

Explanation for request:

The City Electric Department has Mutual Aid Agreements in place through the Michigan Municipal Electric Association, and the American Public Power Association. Through these agreements, we have helped other municipal utilities as well as rural electric cooperatives. We have never had an agreement with UPPCO or any other investor owned utility. Being that UPPCO has an office here locally, it makes sense that we put an agreement in place to help each other should the need arise.

The attached Mutual Aid Agreement is similar to the other agreements we have already signed on to. This draft agreement has been reviewed by the City Attorney and he found it to be in order. I am seeking Council approval to enter into a Mutual Aid Agreement with UPPCO.

## MUTUAL AID AGREEMENT

This Agreement is effective this \_\_\_ day of June, 2019, by and between the UPPER PENINSULA POWER COMPANY ("UPPCO) and the CITY OF ESCANABA, a Municipal Corporation ("Participating Party").

WHEREAS, from time to time, it becomes necessary for the parties herein to request emergency assistance from each other with the operation of their respective electric utilities; and

WHEREAS, it is advisable and in the best interest of the parties to this Agreement to have standardized requirements, obligations, and conditions for the furnishing of emergency assistance;

NOW, THEREFORE, in consideration of the foregoing and the mutual benefits to be derived by each of the parties to this Agreement, it is agreed as follows:

1. DEFINITIONS.

- a. Participating Party means the City of Escanaba, a Municipal Corporation.
- b. Aided Party means either the Participating Party when receiving emergency assistance from UPPCO or UPPCO when receiving emergency assistance from the Participating Party.
- c. Aiding Party means either the Participating Party when providing emergency assistance to UPPCO or UPPCO when providing emergency assistance to the Participating Party.

2. PURPOSE.

The purpose of this Agreement is to set forth the requirements, obligations, and conditions for the furnishing of emergency assistance by the Participating Party to UPPCO and vice versa.

3. OBLIGATIONS OF PARTICIPATING PARTY AND UPPCO

The Participating Party and UPPCO shall have the following obligations:

- a. Upon execution of this Agreement, the Participating Party shall provide the following Information to UPPCO and UPPCO shall provide same to the Participating Party:
  1. The names, addresses, telephone number, telefax numbers, email addresses, and titles of the persons authorized on behalf of the Participating Party or UPPCO, as applicable, to request emergency assistance from each other. These persons shall be listed in the specific descending order in which they are authorized by the Participating Party or UPPCO, as applicable, to request emergency assistance if the person at the top of the list is not timely available under the applicable circumstances.

2. The names, addresses, telephone numbers, telefax numbers, email addresses, and titles of the persons to be contacted by the Participating Party or UPPCO, as applicable, when making a request for emergency assistance. The persons listed as contact persons shall be authorized on behalf of the Participating Party or UPPCO, as applicable, to approve requests made for emergency assistance. The contact persons shall be listed in the specific descending order in which they are to be contacted if the person at the top of the list is not timely available under the applicable circumstances.
  3. The equipment (including normally stocked materials and supplies) and supporting personnel that the Participating Party or UPPCO, as applicable, expects to be available if requested to provide emergency assistance.
- b. As permitted under confidentiality obligations to third parties, the Participating Party and UPPCO, as applicable, shall provide any other information, as requested from time to time by such Participating Party or UPPCO, as applicable, as is reasonably necessary to effectuate the purposes of this Agreement. The Participating Party and UPPCO shall take all reasonable steps necessary to ensure that information provided hereunder is accurate, and shall promptly notify the respective party if any information previously provided becomes incorrect or obsolete.
  - c. The Participating Party and/or UPPCO shall, to the best of its ability under all the circumstances, maintain in good working order the equipment it intends to make available to provide emergency assistance and shall maintain an adequate stock of materials and supplies for that equipment.
  - d. The Participating Party and/or UPPCO shall maintain insurance at its own cost (which includes premiums, deductibles and retentions) adequate to cover any loss, damage, liability or claim resulting from any work or activities performed while furnishing emergency assistance under this Agreement, including insurance coverage for equipment and personnel used during emergency assistance provided outside the territorial limits of the Aiding Party.

#### 4. OBLIGATIONS OF AIDING PARTIES.

The Aiding Party shall:

- a. Respond when emergency assistance is requested by the Participating Party or UPPCO, as applicable, by providing personnel, equipment and supplies, as needed. Notwithstanding the foregoing, the Aiding Party has the sole and exclusive discretion to determine whether and for how long it will furnish such assistance based on its then current circumstances and shall not, under any circumstances, be required to offer such assistance that may result in it detrimentally affecting its own electric system.
- b. Provide personnel adequately trained to provide the assistance requested.
- c. Provide equipment in good working order and stocked in accordance with good utility practices.



- d. Bill the Aided Party for services rendered while furnishing requested emergency assistance as provided by paragraph 6 of this Agreement.

5. OBLIGATIONS OF AIDED PARTIES.

The Aided Party shall:

- a. Promptly follow up any oral request for emergency assistance with a confirming written request.
- b. When making a request for emergency assistance, state the nature of the work to be performed in sufficient detail so that the proper personnel and equipment may be supplied by the Aiding Party.
- c. Furnish adequate supervision and communications for outside personnel used in responding to an emergency so that the work may be performed safely. The Aided Party shall be fully responsible for the means and methods of rendering emergency assistance by the Aiding Party.
- d. Furnish system maps and diagrams, if necessary for the Aiding Party to provide the emergency assistance requested.
- e. Arrange housing and arrange and/or provide for meals, fuel or other items that would be out of pocket expenses for personnel furnished by the Aiding Party, as necessary.

6. BILLING AND PAYING FOR SERVICES RENDERED.

- a. The Aided Party shall reimburse the Aiding Party for the following costs and expenses incurred by the Aiding Party because of furnishing emergency assistance under this Agreement:
  1. Employees' wages and salaries for paid time spent in Aiding Party's service area and paid time during travel to and from such service area, plus the Aiding Party's standard payable additives to cover any employee benefits and allowances for vacation, sick leave and holiday pay and social and retirement benefits, all payroll taxes, workmen's compensation, employer's liability insurance and other benefits and contingencies imposed by applicable law or regulation.
  2. Employees' travel and living expenses (meals, lodging and reasonable incidentals).
  3. Replacement cost of materials and supplies expended or furnished.
  4. Repair cost of equipment damaged or lost; however, to the extent the equipment cannot be repaired, the replacement cost is due to the Aiding Party from the Aided Party. This provision/cost reimbursement does not apply to the extent the damage or loss is caused by the Aiding Party's negligence or intentional misconduct, or due to the accumulation of normal wear and tear.

5. Charges, at rates internally used by the Aiding Party, for the use of transportation equipment and other equipment requested.
6. Administrative and general costs, which are properly allocable to the emergency assistance, to the extent such costs are not chargeable pursuant to the foregoing subparagraphs.
- b. The emergency assistance period shall commence when personnel are provided and/or equipment expenses are initially incurred by Aiding Party in response to the Aided Party's needs. (This would include any request for the Aiding Party to prepare its employees and/or equipment for transport to the Aided Party's location, but to await further instructions before departing). The emergency assistance period shall terminate when such employees and/or equipment have returned to the Aiding Party, and shall include any mandated DOT rest-time resulting from the assistance provided, and reasonable time required to prepare the equipment for return to normal activities (e.g. cleaning off trucks, restocking minor materials, etc.).
- c. The Aiding Party shall provide receipts or other applicable data or documentation to the Aided Party to substantiate the billing as rendered. An Aided Party shall promptly pay an Aiding Party for services rendered while furnishing emergency assistance after a bill is rendered and an invoice is received by the Aided Party.

## 7. GENERAL PROVISIONS.

- a. Personnel furnished by an Aiding Party in response to a request for emergency assistance under this Agreement shall be deemed to remain employees of the Aiding Party and shall remain on the Aiding Party's payroll. Notwithstanding anything to the contrary, the Parties are responsible for their respective employees' claims and losses under worker's compensation law, disability benefits law, or any similar law. Aiding Party shall be an Independent contractor of the Aided Party.
- b. To the fullest extent permitted by law, an Aided Party shall save, indemnify, defend, and hold harmless an Aiding Party, its officers, directors, and employees, jointly and severally, from any and all claims, actions, damages, or liability (excluding incidental and consequential damages), resulting from damage to or loss of property or injury to persons (including death), arising out of or connected with the Aiding Party's activities in furnishing emergency assistance to the Aided Party as provided by this Agreement. This obligation of indemnification shall include all costs, including but not limited to expert witness fees, reasonable attorney's fees, and other expenses of litigation, incurred by the Aiding Party in defense of such claims, action, liability, or damage. This obligation of indemnification shall not apply or relate to any claim, action, damages, or liability solely caused by the Aiding Party.

The obligations under this provision shall survive any termination by the Parties of this Agreement.

- c. Except as otherwise provided herein, this Agreement shall inure to the benefit of and be binding

upon the Participating Party and UPPCO only and shall not confer any rights upon any other person and/or entity.

- d. The Aiding Party shall make and keep as the same accrue, complete records and books of account of its costs, expenses, man-hours and equipment hours relating to the work provided to the Aided Party in accordance with generally accepted accounting practices. Said records and books of account, together with any or all other memoranda pertaining thereto that may be kept by the Aiding Party, shall be open to examination during regular business hours by the Aided Party or its agents for inspection, auditing, verifying or copying the same or making extracts therefrom. The Aided Party's payment of invoices hereunder shall not constitute acceptance of the accuracy thereof. Amounts shall be subject to audit in accordance with this subparagraph for two (2) years after the making of the last payment under the applicable emergency assistance period. If the Aided Party gives notice of intent to audit within said two (2) year period, it shall have a reasonable amount of time thereafter to complete the audit. Whenever an audit of the Aiding Party's records shows that the Aided Party is entitled to a refund per this Agreement, the Aiding Party shall promptly make said refund.

The obligations under this provision shall survive any termination by the Parties of this Agreement.

8. EFFECTIVE DATE: METHOD OF EXECUTION.

The effective date of this Agreement shall be the date first stated above. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

9. TERMINATION.

The Participating Party and UPPCO may terminate this Agreement at any time. The termination by the Participating Party or UPPCO shall be effective upon receipt by the Participating Party or UPPCO, as applicable, of the written notice. Any invoices properly issued under this Agreement prior to termination by either the Participating Party or UPPCO, as applicable, shall be paid regardless of such termination.

10. AMENDMENTS.

This Agreement may be amended at any time only by the mutual written agreement of the parties, and the Agreement, as amended, shall thereafter be binding upon both parties.

11. GOVERNING LAW.

This Agreement shall be deemed to be a Michigan contract and shall be construed in accordance with and governed by the laws of the State of Michigan.

12. ETHICS AND COMPLIANCE.

As applicable, each Aiding Party shall comply with existing Third Party Ethics & Compliance Guidelines of the Aided Party.

IN WITNESS, WHEREOF, this Agreement has been executed by a City of Escanaba authorized representative and by an authorized representative from the Upper Peninsula Power Company.

UPPER PENINSULA POWER COMPANY

CITY OF ESCANABA

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Agenda Item: NB-10  
Date: 8-1-19

## City Council Agenda Item Request

Date: 07/25/2019

Name: Roxanne

Department: Planning & Zoning

Item: Amendment to Historic District Commission Ordinance

Meeting date requested: August 1, 2019

Explanation for request:

On June 17, 2019 Historic District Commission made the following motion:

Keller made a motion, seconded by O'Donnell, to recommend to City Council that the Richter Brewery Historic District be amended to include Lots 7 and 8 of Block 7 of the SH Selden Addition. MOTION PASSED unanimously.

This amendment would affect Ordinance No. 1100 - Historic District Ordinance, specifically Section 1.23 Historic District Boundary.

Explanation regarding the reason for this amendment is attached.

**Local Historic District Commission**  
**CITY OF ESCANABA**  
**DELTA COUNTY, MICHIGAN**

The Richter Brewery Historic District was established by Escanaba City Council on October 9, 2008. The original boundary description included only Lots 3 to 6 inclusive of Block 7 of "SH Selden's Addition to Escanaba". In order to satisfy the city's required number of parking spaces for the project, the developer purchased adjacent lots 7 and 8, Blk 7, known as the Auto Value Store. The original building on the added lots was remodeled into a multi-vehicle parking garage. Heavy snow during the winter of 2018 caused the roof to collapse. The building was demolished and will be replaced on the site.

In October 2018, it was discovered during the course of preparation for a Certified Local Government report that Lots 7 and 8 had never been officially added to the boundary description or map. In response to an inquiry as to how to proceed, MSHDA advised that a study committee should be appointed to begin the process of amending the report.

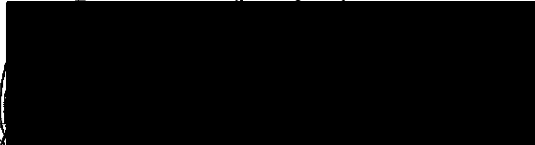
On January 3, 2019, Escanaba's City Council appointed two members of the City's Historic District Commission: Don Curran, Chair, and Elizabeth Keller, Member, to act as a study committee. The committee was charged with reviewing the appropriateness of amending the original district to include the additional property, to amend the district description, create a new boundary map, and prepare this report.

The boundary's amended description is: Lots 3 to 8 inclusive, Block 7 of "SH Selden's Addition to Escanaba", City of Escanaba, Delta County, Michigan. A new map was drawn and is included herewith.

The committee has determined that the amended district meets the requirements of P.A. 169 of 1970 and is in the best interests of the City of Escanaba.

**City of Escanaba Historic District Commission**

Date: 6-17-19



Don Curran, Chair

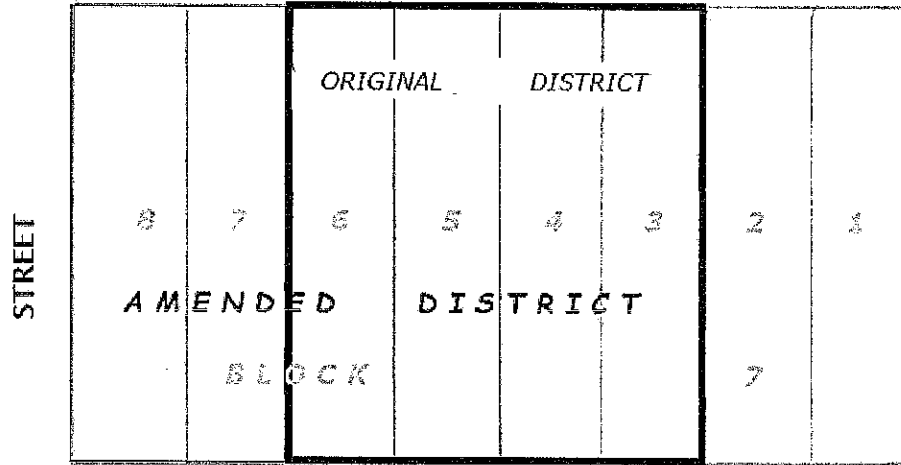


Elizabeth Keller, Member

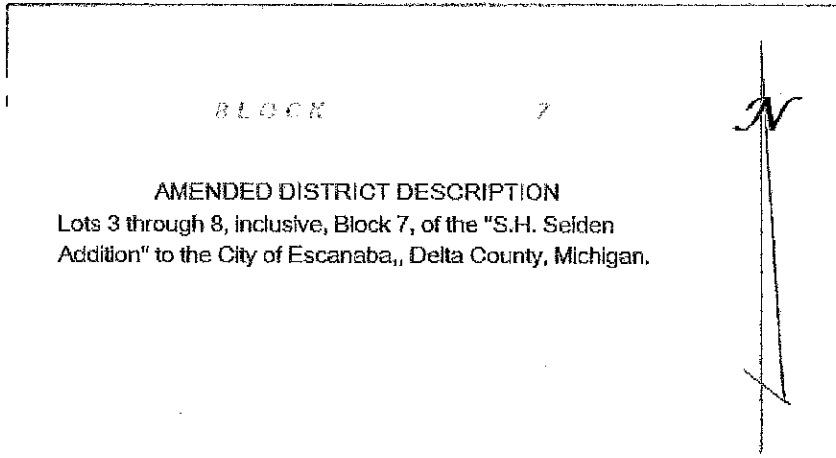
**CITY OF ESCANABA  
 HISTORIC DISTRICT COMMISSION  
 RICHTER BREWERY HISTORIC DISTRICT**

LUDINGTON

STREET



ALLEY



Scale 1" = 50'

LOCAL HISTORIC DISTRICT STUDY COMMITTEE REPORT  
RICHTER BUILDING  
1615 Ludington Street

Historic District Name: Richter Brewery Historic District

City/Village: Escanaba

Township: County: Delta

Date Transmitted: Report Type:  Preliminary  Final

Total Number of Resources: Historic: One Non-Historic: Percentage: 100%

District is Significant under the Following National Register Criteria:

Criterion A: Significant Event(s)-Reason:

The Richter Brewery was the second brewery in Escanaba and was constructed in 1900-1901 by John Richter and several other stockholders who saw an opportunity to provide a local product to serve a market in a growing Escanaba that was then served largely by out of town brews. John Lindsey was the local designer and contractor. The brewery operated from 1901 to 1918 when Michigan's own Prohibition took effect, and then primarily served as a manufacturer for non-alcoholic beverages until 1933. The facility re-opened in 1933 as the Delta Brewing Co. and as a grand opening in September hosted the largest party in Escanaba's history. After a parade the brewery provided forty-five barrels of beer and sandwiches to a crowd estimated to be 15,000 people. The Delta Brewery closed its doors in 1940.

Criterion B: Significant Person(s) - Reason:

Criterion C: Significant Design/Construction- Reason:

The Richter Brewery is significant as a late Victorian Architectural Style with Romanesque Revival features. The building is a one-to-four story flat-roof building with low towers marking the ends and arches and round-head windows dominating the front and sides of the plant's main third and fourth story front section. The building displays a roughly rectangular footprint with sides extending back to an alley in the rear. The brewery is set mid-block on the south side of Ludington Street, Escanaba's main street between 16<sup>th</sup> and 17<sup>th</sup> Streets. It is a major historic structure on the west end of the central business district, which extends east for about a dozen blocks to the House of Ludington.

Criterion D: Information Potential- Reason:

Criterion Consideration(s)-Reason:



ORDINANCE NO. 1212

AN ORDINANCE TO AMEND CHAPTER IV COMMUNITY DEVELOPMENT AS  
CODIFIED UNDER THE CODE OF ORDINANCES

THE CITY OF ESCANABA HEREBY ORDAINS:

**CHAPTER I**

Chapter 9 of the Escanaba Code of Ordinances is hereby amended by adding to Article 4-Historic District Ordinance the following

Section 9-139: The historic district boundary for the Richter Brewery Historic District is:

Lots 3, 4, 5, 6, 7 and 8 of Block 7, of the S. H. Selden Addition to the City of Escanaba.

**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) (Day), 2019

Attest

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

Ordinance No. 1212

Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

---

**Phil DeMay**  
City Clerk



Agenda Item: NB-11  
Date: 8-1-19

## City Council Agenda Item Request

Date: 07/25/2019

Name: Patrick Jordan

Department: Administration

Item: Ordinance No. 1213 - An Ordinance to Amend Chapter V Animals

Meeting date requested: August 1, 2019

Explanation for request:

Administration is requesting the City Council to consider this the first reading of Ordinance No. 1213, An Ordinance to Amend Chapter V Animals as Codified Under the Code of Ordinances. Additionally, Administration is requesting that the City Council set August 15, 2019, for the second reading, public hearing and adoption of Ordinance No. 1213.

**ORDINANCE NO. 1213**

**AN ORDINANCE TO AMEND CHAPTER V ANIMALS AS CODIFIED UNDER THE  
CODE OF ORDINANCES**

**THE CITY OF ESCANABA HEREBY ORDAINS:**

**CHAPTER I**

Chapter 5 of the Escanaba Code of Ordinances is hereby amended by adding the following under Article IV.-Dogs:

Section 5-16:

- (a) All dogs shall be subject to the following:
- i. No person shall allow a dog to run loose or be unconfined in the city. If a dog is upon the premises of the dog's owner, the dog shall be considered confined.
  - ii. All dogs, whether on the premises of the owner or not, shall be under the control of the owner. Under the control of the owner means that the dog will be on a leash or tether, or in an enclosure.
  - iii. All dogs shall be restrained by a leash when not on the owner's property.
  - iv. No dog shall be allowed to run on any beach, except a dog completely controlled by a person during the months of October through March, or as permitted by park rules promulgated by the City.
  - v. No unrestrained, unleashed or uncontrolled dog shall be allowed in any park.

**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) (Day), 2019

Attest

Date Published (Month) (Day), 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) (Day), 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

Agenda Item: NB-12  
Date: 8-1-19

## City Council Agenda Item Request

Date: 07/25/2019

Name: James McNeil

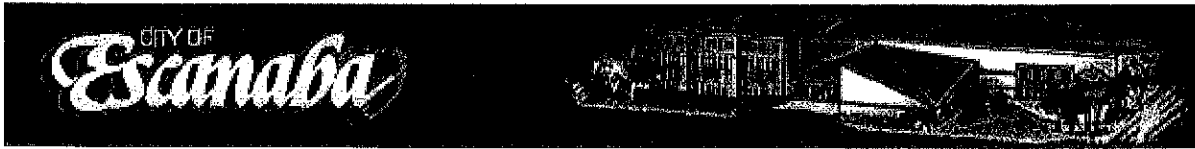
Department: Assessor

Item: Appraisal 200 - 230 Ludington Street

Meeting date requested: August 1, 2019

Explanation for request:

Administration is seeking Council approval to hire Mr. Piazza to conduct an appraisal of 200 – 230 Ludington Street, (Chamber of Commerce and adjacent land to the east) at a cost not to exceed \$5,000.



P.O. Box 948 Escanaba, MI 49829

906.789.7322

FROM: James McNeil, Assistant Assessor  
DATE: 7/24/2019  
RE: Appraisal of 200 and 230 Ludington Street  
TO: City Administration

### Request for Appraisal of 200 - 230 Ludington Street

Three appraisers have provided fee estimates for 200 – 230 Ludington Street, also recognized as the Chamber of Commerce and adjacent land to the east. To my knowledge, each appraiser is ready and capable of appraising commercial property. The selected appraiser will submit a letter of engagement.

Anthony Piazza: \$5,000

Mr. Piazza has vast experience with waterfront appraisals; he has proven that he possesses much of the necessary market information. He is familiar with the subject site as he just completed an appraisal at the old Delta County Jail. During this time, Mr. Piazza visited our office to discuss the former appraisal and has since provided our office with guidance regarding waterfront property in the State of Michigan. Mr. Piazza regularly works with government entities on appraisals, and would unequivocally perform a quality appraisal.

Miles Anderson: \$5,000

Mr. Anderson is a Michigan Advanced Assessing Officer as well as an appraiser. He is familiar with the subject site as he was the Assessor of Record for Escanaba several years ago. I am not familiar with Mr. Anderson's work as an appraiser; however, I am sure he would be willing to discuss his work if asked.

Tom Gilbert: \$1,500

Mr. Gilbert is a local appraiser. I am not familiar with Mr. Gilbert's work as an appraiser; however, I am sure he would be willing to discuss his work if asked.

Thank you,

James McNeil  
Assistant Assessor  
City of Escanaba

Agenda Item: NB-13  
Date: 8-1-19

## City Council Agenda Item Request

Date: July 24, 2019

Name: Patrick Jordan

Department: Administration

Item: Investment Management Agreement with First Bank

Meeting date requested: August 1, 2019

### Explanation for request:

The Treasurer has placed our Surplus Funds and Retirement Funds with First Bank for Investment Management. Policy states that decision is within the Treasurer's scope of responsibility. The City's Purchasing Policy also states that Professional Services agreements must be approved by Council. Administration is seeking Council approval for First Bank to manage and supervise our investment accounts.





## INVESTMENT MANAGEMENT AGREEMENT

AGREEMENT, effective this 1<sup>ST</sup> day of August, 2019,

Between City of Escanaba ("Client")

whose Address is 410 Ludington Escanaba, MI 49829 and First Bank Upper Michigan, a Michigan Banking Corporation, whose address is 1400 Delta Avenue, Gladstone, Michigan 49837 ("Advisor").

1. **Appointment.** Client hereby establishes an "Account" and appoints and retains the Advisor to manage and supervise the Account. Client may choose to self-direct the investments or authorizes Advisor to direct the investments, make and implement all investment decisions therein; all without prior consultation with Client as to any particular investment decision, but in accordance with such investment objectives, limitations and policy as Client may, from time-to-time, have furnished the Advisor. The Account shall consist of the funds, securities and other assets that may be transferred in from other sources and subsequently include any changes, additions and withdrawals thereto, including earnings and profits. Client may add to, withdraw from or change the assets of the Account by written, oral, or telephone request to the Advisor.

- The Advisor will fully invest this account.
- The Client will self-direct the investments in this account.

2. **Custody of Account.** First Bank Upper Michigan Investment Management Group shall serve as the Custodian of this Account. First Bank Upper Michigan Investment Management Group shall have the sole responsibility for the custody and safekeeping of the assets of the Account.

3. **Investment Policy.** Client shall specify the general investment objectives and policy to be followed by Advisor in its exercise of the investment authority granted hereunder, including such limitations on the authority of Advisor as client might impose. The initial investment objectives and policy, and limitations of authority shall be set forth in the Investment Policy Statement, and may be amended from time-to-time by the Client in writing to the Advisor.

4. **Reports to Clients.** Advisor will send Client a monthly or quarterly report, including a statement of assets.

- I wish to receive a monthly report.
- I wish to receive a quarterly report.

5. **Examination of Reports.** Client shall examine each such statement promptly and if Client does not notify Advisor of the disapproval of any such statement in writing within one year after receipt thereof, Client shall be deemed to have approved the statement.

6. **Confidentiality.** This Agreement and any communications between the parties shall be treated as confidential and shall not be disclosed to third parties except as required by law or authorized in writing by the Client.

7. **Brokerage.** Unless otherwise directed by Client and in compliance with any applicable federal securities laws, orders may be placed with such brokers, dealers or banks as Advisor may select.

8. **Proxies.** First Bank Investment Management Group will receive all proxies. Shares will be voted in accordance with its Investment Policies, unless other arrangements have been made.

9. **Compensation.** Advisor's Compensation for the services provided in the Agreement shall be calculated and paid in accordance with the published fee.

10. **Liability of Advisor.** Advisor shall not be responsible or liable for any error of judgment, or for any mistake of law, for any costs, expenses, liability, losses or decline in the value of any securities or other assets in the Account unless it is established to have been caused by the Advisor's misfeasance or bad faith on the performance of Advisor's duties, or by reason of Advisor's disregard of its obligations under this Agreement, or breach of any statutory duty.
11. **Agreement Not Assignable.** No assignment (as that term is defined in the *Investment Advisors Act of 1940*) of this agreement may be made by Advisor without written consent of Client.
12. **Termination.** This Agreement may be terminated at any time upon (30) days prior written notice by either party, with termination being effective on the date stated in the notice.
13. **Notices.** Notices required to be given under this agreement shall be delivered in person or sent by first class mail to the client.
14. **Entire Agreement; Interpretation; Effectiveness.** This Agreement constitutes the entire agreement of the parties with respect to Advisor's Services for the Account and can be amended only by a written agreement signed by the parties. This agreement shall be interpreted and construed under federal law to the extent permitted, and the laws of the State of Michigan shall govern any parts not governed thereby. This Agreement shall not be effective until executed and accepted by the Advisor in its office.

In Witness Whereof, the parties have caused this Agreement to be effective on the date set forth above.

**AUTHORIZED SIGNATURES**

Dated: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Authorized Signature #1

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Authorized Signature #2 (if required)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**TOD BENEFICIARY:** \_\_\_\_\_

**TOD BENEFICIARY:** \_\_\_\_\_

**TOD BENEFICIARY:** \_\_\_\_\_

**ACCEPTED:  
FIRST BANK INVESTMENT MANAGEMENT GROUP**

Dated: \_\_\_\_\_, 20\_\_\_\_

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

Its \_\_\_\_\_



## INVESTMENT MANAGEMENT GROUP

First Bank, Upper Michigan began as First National Bank of Gladstone in 1916, becoming First Bank in 1998. During our hundred-year journey we have grown significantly, adding branch locations and a trust department, now known as the First Bank Investment Management Group.

Northern Michigan Bank & Trust was established in 1892 and started its trust department in 1998 by hiring four experienced trust officers located in Marquette. By 2016 that staff had grown to nine members, managing over 300 investment management relationships for both individual and institutional clients. In March of 2016, First Bank acquired NMB&T.

In November of 2017, First Bank Investment Management Group and NMB&T's Trust Department merged. Our combined staff of fourteen investment professionals has over 300 years of cumulative experience and currently manages well over a half billion dollars in assets.

As a leading provider of investment services, First Bank Investment Management Group employs an objective, systematic approach to investing, drawing upon a diverse, independent group of research sources. We provide our clients with the best of both worlds – a proven method of investing and vast capabilities combined with local, personalized service.



## INVESTMENT MANAGEMENT GROUP

### TRUST ADMINISTRATION & INVESTMENT MANAGEMENT:

**Bennett J. Zyburt – Trust & Investment Group Manager**

A graduate of Northern Michigan University's School of Business, Ben has been a trust professional in Marquette, Michigan since 1985. He is a graduate of the ABA's National Trust School at Northwestern University and has been a trust department manager since 1995.

**Robert J. Valentine - Institutional Investment Officer (Not pictured)**

Bob earned an MBA from the University of Notre Dame and a BS from Northern Michigan University where he studied finance. He possesses nearly 30 years of experience in pension plan administration and the management of municipal surplus funds.

**Thomas G. Humphrey – CTFE, Trust & Investment Officer**

Tom is a magna cum laude graduate of Northern Michigan University's School of Business and was employed as a licensed investment representative prior to entering the trust industry in 1990. A holder of a Certified Trust and Financial Advisor designation, he is a graduate of the ABA's National Trust School at Northwestern University.

**Les T. Cseter – CTFE, Trust & Investment Officer**

Les has over 30 years of experience in the banking industry. He received his finance degree from the University of Wisconsin-Green Bay and also holds the Certified Trust and Financial Advisor designation.

**Richard W. E. Ledy – Trust & Investment Officer**

Rich is a graduate of Northern Michigan University's School of Business, having studied accounting. After several years in commercial banking, he entered the trust field in 1995. He is an honors graduate of the Cannon Trust School at the University of Notre Dame.

**Patricia M. Rudden – Trust & Investment Officer**

Pat has been a trust administrator in Escanaba for the past 35 years. As a Vice President & Trust Officer for MFC / Wells Fargo Bank, she served as department manager for Wells Fargo's trust department. Pat is a graduate of Central Michigan University and the ABA's National Graduate Trust School.

**John Erdody – CFP, CFA, Portfolio Manager**

John is a magna cum laude finance graduate of Central Michigan University. He has over 20 years of investment industry experience and holds Certified Financial Planner and Chartered Financial Analyst designations.

**Jenine I. Maloney – CTFE, Trust & Investment Officer**

Jenine holds a bachelor's degree in Business from Central Michigan University. She is a graduate of the Cannon Trust School and holds the Certified Trust and Financial Advisor designation.

**Mark A. Kolesar – Investment Consultant (Not pictured)**

A 30 year veteran of the investment industry, Mark advises First Bank clients on matters of asset allocation, portfolio construction and securities research and selection. A former Senior VP of Investments with UBS, Mark is a graduate of Northern Michigan University with a double major in Finance and Economics and also attended the Fundamentals of Money Management Program at the Wharton School of Business, University of Pennsylvania.



## INVESTMENT MANAGEMENT GROUP

### TRUST & INVESTMENT OPERATIONS:

**Jean M. Washburn – Trust Operations Officer**

Jean holds a degree from Northern Michigan University and has been employed in the banking industry for nearly thirty years. She joined the trust industry in 1990 and currently holds the position of Trust Operations Officer.

**Patricia M. Blemberg – Trust Operations Associate**

Patty is a graduate of Northern Michigan University with a bachelor's degree in Public Relations and Communications. She started at Northern Michigan Bank & Trust in 1995.

**Crystal A. Cramer – Trust Operations Associate**

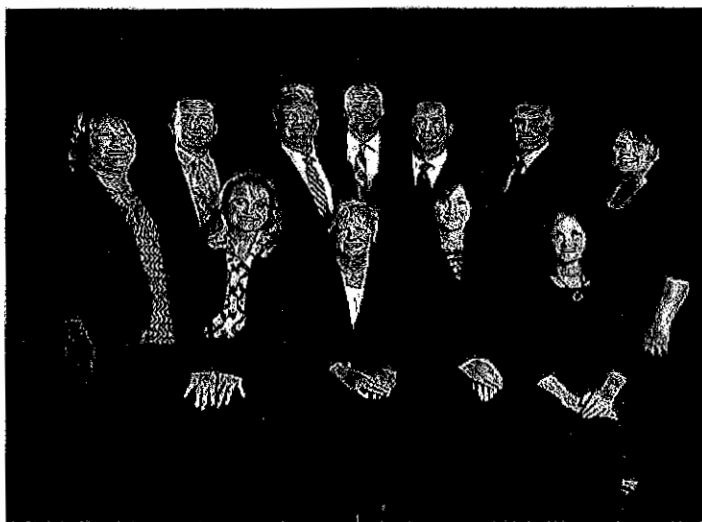
Crystal attended Northern Michigan University and brings over eighteen years of banking and trust operations experience to First Bank's Investment Management Group. She held positions with First of America and National City Bank.

**Racheal V. Paslawski – Trust Operations Associate**

Racheal attended Wayne State University and Eastern Michigan University. She has 13 years of accounting experience, along with 10 years in the financial services industry.

**Jane Lanaville – Trust Operations Associate (Not pictured)**

Jane joined the Investment Management Group in March 2018. She brings nine years of customer service and bookkeeping experience to the department.



**Date:** 07/11/2019 03:58 PM

**Subject:** Investment Management Services

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All,

As a follow up to recent conversations regarding future investing of surplus funds, I reached out to First-Bank regarding the bank's capability to manage the City's surplus funds investment portfolio, and regarding potential pricing. The official response from the Bank is...there is full capability to manage the account, and to buy and sell the types of securities held in our portfolio. The bank would be willing to provide the service at a cost of 10 basis points per annum. 10 basis points represents on tenth of one percent of the value of the portfolio, or approximately \$26,000 per year, based on the current market value of \$26 million. I would personally manage the account, and I would have sole responsibility for the holdings within. There would also be redundancy built in, with a back-up manager assigned to the account. I have attached language from our Investment Policy and Purchasing Policy, as well as a draft Agreement from the Bank. Given the language in the purchasing policy, I think the best course of action is to bring the proposal to the Council and request formal approval. Please let me know if there are any additional questions, comments or concerns.

by

**Attachments:**

File: Purch Pol Language.pdf Size: 743k Content Type: application/pdf  
File: IMA.pdf Size: 125k Content Type: application/pdf  
File: Inv Pol Authority.pdf Size: 185k Content Type: application/pdf

## **Purpose**

This policy sets forth the authority, guidelines and procedures for the investing of surplus operating funds of the City of Escanaba. The foregoing further establishes criteria for selection of depositories and investment brokers for investing of surplus funds. Surplus funds shall be understood to include all financial assets of the City, excluding retirement account assets, undisbursed tax collections, building authority money, and bond redemption funds. If any provision contained herein is found to be conflict with state and federal laws or the City Charter, the legislation in question shall take precedence.

### **1.0 Authority**

By adopting this policy, the Escanaba City Council designates the City Treasurer as the investing official. The Treasurer shall have the authority to invest surplus funds within the parameters of the City's investment policy and within the provisions of Michigan law. The Treasurer shall further exercise his authority under the supervision of the City Manager, who shall retain ultimate authority over City investing. Investing activities of the Treasurer shall be reviewed monthly by the City Manager and also by the City Controller.

#### 1.01

The Treasurer's authority with respect to investing activities shall include the discretion to choose depositories, establish accounts, select between investment vehicles, buy and sell securities, and determine portfolio maturity structure within the parameters of this policy and within the confines of Michigan law.

### **2.0 Prudence**

The standard of prudence to be used by the investing official shall be the "prudent person" standard, which shall be applied in the context of managing an overall portfolio, and which shall also be applied in the selection of individual securities. Investments shall be made with the same judgment and care as a person of prudence, discretion and intelligence would exercise under the prevailing circumstances. Officials acting in accordance with the prudent person standard, and within the parameters of this policy, shall not be held personally responsible for any loss resulting from investing activities.

### **3.0 Pooled Funds Approach**

The City of Escanaba shall use a "pooled funds" approach to managing its surplus funds. Under the pooled funds approach, fund balances from the majority of City funds are aggregated for investing as one lump sum. Under the pooled approach, monthly interest earnings are distributed to each of the participating funds in the same relative proportion as each fund's contribution to the principle value of the pool.

### **4.0 Objectives**

The following objectives, in order of priority, will be pursued in conjunction with investing of surplus funds: Safety, Liquidity, Return on Investment. Foremost, the Treasurer shall seek adequate assurance of protection of principle on all investments. It is understood that market values can fluctuate substantially throughout the life of certain securities. Therefore, an investment's principle shall be deemed protected if it remains intact at maturity. Second, the Treasurer shall ensure that investments are sufficiently liquid as to meet reasonably foreseeable

*Informal Solicitation* -- is the process that can be used for purchases which will total less than the *formal solicitation* threshold. These *solicitations* can be either non-competitive (under \$2,000) or competitive (between \$2,000.00 and \$24,999.99). Competitive *informal solicitations* require that a minimum of three *vendors* be invited into the process, unless there is an approved exemption to this requirement.

*Joint Purchasing* -- The process of combining the requirements of two or more political entities in a *solicitation* process for the purpose of obtaining the advantage of volume purchases, the reduction in administrative expenses and/or the obtaining of other public benefits.

*Performance Bond* -- A legal document, provided by a qualified third party, which guarantees the performance of another party (*vendor*).

*Professional Service* -- A service performed by an individual, partnership or corporation of a professional or technical nature. Personal services include, but are not limited to, accounting, consulting, engineering and legal services.

*Purchase* -- as defined in the policy, includes the purchase, lease, rental or lease-purchase of *goods* or services.

*Purchase Order* -- The purchaser's document used to formalize a purchase transaction with a *vendor*. A *purchase order* should contain statements as to quantity, description and the price of the *goods* or services ordered, along with any additional pertinent terms, such as payment, discounts and transportation terms.

*Purchasing Emergency* -- is a situation where an emergency has been declared and immediate purchases are necessary to prevent or correct an immediate impairment of the City. A purchase made under *purchasing emergency* conditions in which the normal competitive purchasing procedures have been waived, by a written declaration of the City Manager. Under such conditions, alternative purchasing procedures may apply.

*Purchasing Agent* -- Each City Department Head is deemed to be a *Purchasing Agent* of the city.

*Request for Bid (RFB)* -- The document used to seek *proposals* in a *formal solicitation* process where the *goods* or services can be readily defined and compared to alternative *proposals*. Although non-cost factors may be weighed in determining the successful bidder, factors involving cost and quality are the predominant evaluation criteria.

*Request for Proposal (RFP)* -- The document used to seek *proposals* in a *formal solicitation* process in those cases where there may be multiple approaches to providing solutions to a complex need. While the approach and content may vary depending on the purchase, *vendors* are typically provided with the end result or goal and are asked to offer a technical and price proposal to meet that goal. While cost will be a factor in evaluating proposals, this form of *solicitation* relies more heavily on non-cost factors in evaluating the proposals and determining the successful bidder. A weighted point assignment method of evaluation may be used, if considered appropriate.

*Responsible Bidder* -- A bidder who is determined to have the ability, capacity and skill to provide the *goods* and/or services that are requested by the City. Considerations in making such a determination may include, but would not be limited to, reputation, judgment, experience, timeframe to perform, quality of prior performance and financial condition.

*Responsive Bidder* -- A *vendor* whose bid conforms in all material respects to the terms and conditions, the *specifications* and other requirements of the *solicitation*.

*Sealed Bid* -- A bid that has been submitted in a sealed manner, to prevent its contents from being revealed before the deadline for publicly opening the *bids*.

*Sole Brand* -- *Goods* or services which are only available from a specific manufacturer; *sole brands* may be available only from a *sole source* or they may be available from multiple sources / distributors.



### 3.4 Joint Purchasing / Cooperative Purchasing

Obtaining *goods* or services through the use of *joint purchasing* and *cooperative purchasing* processes is an acceptable procurement method for City departments.

*Joint purchasing* is the process where the City joins together with one or more other political subdivision(s) and jointly conducts a *solicitation* process. The benefits which can be obtained through the utilization of this method of procurement is that it may result in lower prices, due to volume purchases; it may decrease the administrative costs associated with each groups purchasing process and it may result in additional *vendor* participation, by increasing the overall value of the transaction that they are hoping to be *awarded*.

*Joint purchasing solicitations* typically involve the identification of each political subdivision participating in the process; in any case, in order for the *solicitation* to be acceptable under City purchasing policies, the *solicitation* process must meet the same guidelines as if the *solicitation* was being conducted solely by the City.

*Cooperative purchasing* involves the acquisition of *goods* or services through specific approved organizations. Once an organization is approved for City purchasing activities, any good or service may be obtained through that organization, without any other procurement process required.

As an alternative, *cooperative purchasing* organization's prices may be utilized as a base for purchasing the same good or service from another entity.

Currently, the following organizations are qualified for *cooperative purchasing*:

- MiDeal
- Delta County, Michigan
- Delta County Road Commission
- Delta Schoolcraft ISD
- City of Gladstone

While *joint purchasing* and *cooperative purchasing* are acceptable procurement procedures, the use of these methods does not eliminate the need for City Council approval of the purchase in those instances where the value of the purchase exceeds the threshold for approval (\$25,000.00).

### 3.5 Professional Services

*Professional services*, due to the nature of the activities and the product, are exempt from the City's procurement process. Despite this exemption, the issuance of Requests for Proposals (RFP) is encouraged for all activities that lend themselves to the process. In the review and recommendation process, cost of the proposals is usually not a determining factor in making a recommendation.

Based on Charter language and the nature of this form of procurement, all *Professional services* valued at \$1,000 or more requires City Council approval.

The activities included under the *Professional Services* exemption would include, but not be limited to:

Legal services

Auditing and Accounting services

Engineering services

Environmental sciences services

There are a variety of services which are provided by individuals and organizations whom are highly trained and/or skilled – both licensed and unlicensed – which are not included under the *Professional Services* exemption; these would include, but not be limited to:

Electrician's services

Plumbing, heating and cooling services

Building trades' services

In each of these cases, standard City *solicitation* processes must be observed.

### **3.6 Sole Brand / Sole Source**

*Sole source* is a purchasing situation where a *vendor* is the only source from which a particular good or service can be acquired. *Sole brand* occurs when similar types of *goods* or services may exist, but for a variety of reasons, there is only one acceptable good or service which is practical or acceptable. While the two terms have some similarity, their implications on the procurement process are completely different.

Because purchasing processes that involve *sole sources* or *sole brands* result in the reduction or elimination of *competition* in the purchasing process, the standards required to meet these exceptions to the purchasing process are necessarily set very strictly.

The identification of these purchasing limitations can occur at various steps in the procurement process; until the limitation is identified, standard *solicitation* processes are to be followed.

#### **3.6.1 Sole Brand**

Identification of a *sole brand* in the procurement process will usually result in the elimination of *competition* and should be avoided for that reason. Examples of *sole brand* procurement could include, but not be limited to:

Proprietary items which must be compatible with existing equipment or systems

Items retaining specific features essential for the completion of the task or project at hand

When changing brands or manufacturers would compromise the continuity and integrity of the project

When changing brands or manufacturers would compromise any warranties

Standardization of equipment for purposes of minimizing stocks of repair parts

In some procurement processes, the acquisition of substitute *goods* and services will only require that the acquisition needs to be "equal to or better" than the good or service desired. In those cases, the standard

Agenda Item: NB-14  
Date: 8-1-19

## City Council Agenda Item Request

Date: 7-25-2019

Name: Jeff Lampi

Department: Water Department

Item: Purchase 3/4 ton Wastewater Truck

Meeting date requested: 8-1-19

Explanation for request:

Please considerer this as a request for authorization to purchase a 2020, 4wd, 3/4 ton regular cab "work truck configuration" from Riverside Chevy of Escanaba, Mi at a cost of \$30,820.18. (please see attachment)

The price of this truck is based of the MIDEAL program which provides a baseline municipal pricing State wide. Other items to be purchased separately include; a snow plow, across the bed tool box, and amber warning lights.

The total combined cost of all these items will not exceed the \$38,000 which is currently budgeted and approved, within our current 19-20 fiscal year.



Gregory Blink  
RIVERSIDE CHEVROLET BUICK GMC

ATTENTION ALL USERS: When using Order Workbench (OWB), please DO NOT disable pop-up windows functionally. OWB uses pop-up windows to display business critical alerts, confirmations and warning messages while in transactions. For assistance, contact the OWB Help Desk at 1-888-337-1010

jvm009 Logout

Main > Order Vehicles > Configure a New Vehicle: Choose Options

PLAN & FORECAST    ORDER VEHICLES    MANAGE INVENTORY    LOCATE VEHICLES    DELIVER VEHICLES    REPORTS & TOOLS

### Configure a New Vehicle: Choose Options

BAC: 163369    BFC: 1    Name: RIVERSIDE CHEVROLET BUICK GMC

Choose Model

Choose Options

Summary

View Dealer Version ▼

Choose the options that are available for the selected PEG, and then click "Next". Click "Cancel" to cancel the entire configuration. You can see what changes you have made to the original PEG by expanding the "Options Added and Removed" section and view the "As Configured" pricing in the "My Configuration" box. You can View My Allocation and Constraints to see the constraint details.

MY CONFIGURATION ↑    EDIT

2020 CHEVROLET TRUCK  
CHOREG - CK20903 - 2600HD  
Silverado: LWB, 4WD, Reg Cab  
Pickup

PEG: 1WT  
As Configured:  
MSRP: \$39,716.00  
Invoice: \$37,325.18  
GMS: \$36,129.59  
Supplier: \$37,621.46

**Options Added and Removed**

\* Indicates a required field

Select Vehicle Options

Expand / Collapse All Options

Select	Option Code	Description	MSRP ▼ ↑	Invoice ▼ ↑
<b>Primary Color*</b>				
<input type="checkbox"/>	G1W	Iridescent Pearl Tricoat	\$995.00	\$905.45
<input type="checkbox"/>	G7C	Red Hot	\$0.00	\$0.00
<input type="checkbox"/>	GA0	Northsky Blue Metallic	\$0.00	\$0.00
<input checked="" type="checkbox"/>	GAN	Silver Ice Metallic	\$0.00	\$0.00
<input type="checkbox"/>	GAZ	Summit White	\$0.00	\$0.00
<input type="checkbox"/>	GBA	Black	\$0.00	\$0.00
<input type="checkbox"/>	GJI	Shadow Gray Metallic	\$0.00	\$0.00
<input type="checkbox"/>	GNK	Oxford Brown Metallic	\$0.00	\$0.00
<input type="checkbox"/>	GPJ	Cajun Red Tintcoat	\$495.00	\$450.45
<b>Trim*</b>				
<input checked="" type="checkbox"/>	H1T	Jet Black, Cloth seat trim	\$0.00	\$0.00
<input type="checkbox"/>	H2G	Jet Black, Vinyl seat trim	\$0.00	\$0.00
<input type="checkbox"/>	HV5	Glideon/Very Dark Atmosphere, Cloth seat trim	\$0.00	\$0.00
<b>GVWR</b>				
<input type="checkbox"/>	C7A	GVWR, 10,000 lbs (4536 kg)	\$0.00	\$0.00
<input type="checkbox"/>	JFM	GVWR, 10,800 lbs (4944 kg)	\$0.00	\$0.00
<input type="checkbox"/>	JFN	GVWR, 11,100 lbs (5085 kg)	\$0.00	\$0.00
<input checked="" type="checkbox"/>	JGB	GVWR, 10,250 lbs (4649 kg)	\$0.00	\$0.00
<input type="checkbox"/>	JGD	GVWR, 10,460 lbs (5012 kg)	\$0.00	\$0.00
<b>Engine*</b>				
<input type="checkbox"/>	L5P	Engine, Duramax 6.6L Turbo-Diesel V8	\$9,890.00	\$6,999.90
<input checked="" type="checkbox"/>	L8T	Engine, 6.8L V8	\$0.00	\$0.00
<b>Transmission*</b>				
<input type="checkbox"/>	MGM	Transmission, Allison 10-speed automatic	\$0.00	\$0.00
<input type="checkbox"/>	MGU	Transmission, Allison 10-speed automatic with integrated Power Take-Off (PTO)	\$0.00	\$0.00
<input checked="" type="checkbox"/>	MYD	Transmission, 6-speed automatic, heavy-duty	\$0.00	\$0.00
<b>Emissions</b>				
<input checked="" type="checkbox"/>	FE9	Emissions, Federal requirements	\$0.00	\$0.00
<input type="checkbox"/>	NE1	Emissions, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington state requirements	\$0.00	\$0.00
<input type="checkbox"/>	YF5	Emissions, California state requirements	\$0.00	\$0.00
<b>Rear Axle</b>				
<input checked="" type="checkbox"/>	GT4	Rear axle, 3.73 ratio	\$0.00	\$0.00
<input type="checkbox"/>	GU6	Rear axle, 3.42 ratio	\$0.00	\$0.00

Includes Package Discount(s): \$0.00  
Destination Charge: \$1,695.00  
MSRP W/DFC: \$41,310.00  
Invoice W/DFC: \$38,920.18  
GMS W/DFC: \$37,723.59  
Supplier W/DFC: \$39,216.45  
Order Type: TRE-Retail Stock  
DAN:

→ View My Allocation and Constraints

RELATED LINKS

- ↑ View List of All Options and Their Detailed Descriptions
- ↑ US On-Line Order/Reference Guide

**Tires**

<input type="checkbox"/>	QF6	Tires, LT275/70R18E all-terrain, blackwall	WA	WA
<input type="checkbox"/>	QF9	Tires, LT275/65R20 all-terrain, blackwall	WA	WA
<input type="checkbox"/>	QHQ	Tires, LT245/75R17E all-season, blackwall	\$0 00	\$0 00
<input checked="" type="checkbox"/>	QXT	Tires, LT265/70R17E all-terrain, blackwall	\$200.00	\$182.00

**Wheels**

<input checked="" type="checkbox"/>	PYN	Wheels, 17" (43.2 cm) painted steel, Silver	\$0 00	\$0 00
<input type="checkbox"/>	PYQ	Wheels, 17" (43.2 cm) machined aluminum	\$350 00	\$318 50
<input type="checkbox"/>	PYT	Wheels, 18" (45.7 cm) painted steel	\$300 00	\$273 00
<input type="checkbox"/>	PYV	Wheels, 18" (45.7 cm) machined aluminum	\$650 00	\$591 50
<input type="checkbox"/>	RQ9	Wheels, 20" (50.8 cm) machined aluminum	\$1,400 00	\$1,274.00

**Radio**

<input checked="" type="checkbox"/>	IOR	Audio system, Chevrolet Infotainment 3 system	\$0.00	\$0.00
<input type="checkbox"/>	IOS	Audio system, Chevrolet Infotainment 3 Plus system	\$0.00	\$0.00

**Seats\***

<input checked="" type="checkbox"/>	A52	Seats, front 40/20/40 split-bench (no storage)	\$0 00	\$0.00
<input type="checkbox"/>	AZ3	Seats, front 40/20/40 split-bench	\$0.00	\$0.00

**Additional Options**

HANDLING CHARGE

<input type="checkbox"/>	GEX	HANDLING CHARGE FROM FLINT ASM. TO GROUND EFFECTS LTD., FLINT, MI BACK TO FLINT ASM. Ship Thru, for Orders with (CGN) Spray-on Bedliner, Produced in Flint Assembly and shipped to Auto Truck Group, Roanoke, IN and returned to Ft. Wayne Assembly for shipping to final destination.	\$0 00	\$0.00
<input type="checkbox"/>	TCE	Ship Thru, for Orders with (CGN) Spray-on Bedliner, Produced in Flint Assembly and shipped to Reading Truck Equipment, Pontiac, MI and returned to Flint Assembly for shipping to final destination.	\$0 00	\$310.00
<input type="checkbox"/>	TCH	Ship Thru, Produced in Flint Assembly and shipped to Kerr Industries, Warren, MI. Returned to Flint Assembly for shipping to final destination.	\$0 00	\$316.00
<input type="checkbox"/>	TCL	Ship Thru, Produced in Flint Assembly and shipped to Monroe Truck Equipment, MI, Then to TK Services, AK for shipping to final destination.	\$0 00	\$395.00
<input type="checkbox"/>	TDE	Ship Thru, Produced and shipped to Anchorage VDC then to TK Services and returned to Anchorage VDC for shipping to final destination.	\$0 00	\$165.00
<input type="checkbox"/>	VCB	Ship Thru, Produced in Flint Assembly and shipped to Monroe Truck Equipment in Flint. Returned to Flint Assembly for shipping to final destination.	\$0 00	\$195 00
<input type="checkbox"/>	VDB	Ship Thru, Produced in Flint Assembly and shipped to Empire Emergency Apparatus, Niagara Falls, NY. Returned to Flint Assembly for shipping to final destination.	\$0.00	\$775.00
<input type="checkbox"/>	VDF	Ship Thru, Produced in Flint Assembly and shipped to ECO Vehicle Systems, Union City, IN. Returned to Ft. Wayne Assembly for shipping to final destination.	\$0.00	\$810 00
<input type="checkbox"/>	VEW	Ship Thru, Produced in Flint Assembly and shipped to Canfield Equipment in Warren, MI. Returned to Lansing Delta for shipping to final destination.	\$0.00	\$316.00
<input type="checkbox"/>	VFW	Ship Thru, Produced in Flint Assembly and shipped to NBC Truck Equipment Roseville, MI. Returned to Flint Assembly for shipping to final destination.	\$0.00	\$420.00
<input type="checkbox"/>	VHR	Ship Thru, Produced in Flint Assembly and shipped to Reading Equipment and Distribution Pontiac, MI. Returned to Lansing Delta for shipping to final destination.	\$0 00	\$315 00
<input type="checkbox"/>	VSH	Ship Thru, for Orders with (CGN) Spray-on Bedliner, Produced in Flint Assembly and shipped to Monroe Truck Equipment, Flint, MI and returned to Flint Assembly for shipping to final destination.	\$0 00	\$195 00
<input type="checkbox"/>	VTV	Ship Thru, for Orders with (CGN) Spray-on Bedliner, Produced in Flint Assembly and shipped to Knapheide Truck Equipment, Flint MI and returned to Flint Assembly for shipping to final destination.	\$0.00	\$195 00
<input type="checkbox"/>	VUD	Ship Thru, Produced in Flint Assembly and shipped to Knapheide Truck Equipment in Flint, MI. Returned to Flint Assembly for shipping to final destination.	\$0 00	\$195 00
<input type="checkbox"/>	VUI	Ship Thru, Produced in Flint Assembly and shipped to Auto Truck Group, Roanoke, IN and returned to Ft. Wayne Assembly for shipping to final destination.	\$0.00	\$310 00

MIRROR O/S

<input type="checkbox"/>	DBG	Mirrors, outside power-adjustable vertical trailing	\$0.00	\$0.00
<input checked="" type="checkbox"/>	DIF	Mirrors, outside heated power-adjustable, manual folding	\$50.00	\$45.50
<input type="checkbox"/>	DWI	Mirrors, outside power-adjustable vertical trailing with heated and auto-dimming upper glass	\$720.00	\$655.20

STEPS, RUNNINGBOARD

<input checked="" type="checkbox"/>	RVQ	LPO, Black tubular assist steps, 6" rectangular	\$650.00	\$591 50
<input type="checkbox"/>	RVS	LPO, Assist steps - 4" Black - round	\$650.00	\$591 50
<input type="checkbox"/>	VQO	LPO, Black work step	\$415.00	\$377.55
<input type="checkbox"/>	VXJ	LPO, Assist steps - 4" chromed round	\$650.00	\$591 50

TIRE SPARE

<input type="checkbox"/>	ZHQ	Tire, spare LT245/75R17E all-season, blackwall	\$0.00	\$0.00
<input checked="" type="checkbox"/>	ZXT	Tire, spare LT265/70R17E all-terrain, blackwall	\$0.00	\$0.00
<input type="checkbox"/>	ZYG	Tire, spare LT275/70R18 all-terrain, blackwall	\$0.00	\$0.00
TRANSFER CASE				
<input checked="" type="checkbox"/>	NQF	Transfer case, two-speed	\$0.00	\$0.00
VISION				
<input type="checkbox"/>	UVB	HD Rear Vision Camera	\$0.00	\$0.00
<input checked="" type="checkbox"/>	UVC	Rear Vision Camera	\$0.00	\$0.00
Other				
<input type="checkbox"/>	9J4	Bumper, rear, delete	\$0.00	\$0.00
<input type="checkbox"/>	9L7	Upfitter switch kit, (5)	\$150.00	\$136.50
<input checked="" type="checkbox"/>	AKO	Glass, deep-tinted	\$0.00	\$0.00
<input type="checkbox"/>	ANQ	Alaskan Snow Plow Special Edition	\$2,000.00	\$1,820.00
<input checked="" type="checkbox"/>	AQQ	Remote Keyless Entry	\$0.00	\$0.00
<input type="checkbox"/>	ATH	Keyless Open and Start	\$0.00	\$0.00
<input checked="" type="checkbox"/>	AU8	Door locks, power	\$0.00	\$0.00
<input type="checkbox"/>	B1J	Wheelhouse liners, rear	\$0.00	\$0.00
<input type="checkbox"/>	B30	Floor covering, color-keyed carpeting	\$100.00	\$91.00
<input type="checkbox"/>	B59	Remote Start Package	W/A	W/A
<input checked="" type="checkbox"/>	BG9	Floor covering, rubberized-vinyl	\$0.00	\$0.00
<input type="checkbox"/>	BHP	Winter Grille Cover	\$0.00	\$0.00
<input type="checkbox"/>	BTV	Remote vehicle starter system	\$0.00	\$0.00
<input checked="" type="checkbox"/>	C49	Defogger, rear-window electric	\$0.00	\$0.00
<input type="checkbox"/>	CGN	Chevytec spray-on bedliner	\$646.00	\$496.95
<input type="checkbox"/>	CJ2	Air conditioning, dual-zone automatic climate control	\$0.00	\$0.00
<input type="checkbox"/>	CMT	Gooseneck/5th Wheel Package	\$1,365.00	\$1,242.15
<input type="checkbox"/>	DD8	Mirror, inside rearview auto-dimming	\$0.00	\$0.00
<input checked="" type="checkbox"/>	E83	Durabed, pickup bed	\$0.00	\$0.00
<input type="checkbox"/>	F80	Heavy Duty Front Spring Package	\$45.00	\$40.86
<input checked="" type="checkbox"/>	G80	Differential, heavy-duty locking rear	\$0.00	\$0.00
<input type="checkbox"/>	JHD	Hill Descent Control	\$0.00	\$0.00
<input type="checkbox"/>	JL1	Trailer brake controller, integrated	\$275.00	\$250.25
<input type="checkbox"/>	K05	Engine block heater	\$100.00	\$91.00
<input checked="" type="checkbox"/>	K34	Cruise control, electronic	\$0.00	\$0.00
<input type="checkbox"/>	K40	Exhaust brake	\$0.00	\$0.00
<input checked="" type="checkbox"/>	K47	Air filter, high-capacity	\$0.00	\$0.00
<input type="checkbox"/>	K4B	Battery, auxiliary, 730 cold-cranking amps/70 Amp-hr	\$136.00	\$122.65
<input type="checkbox"/>	KA1	Seating, heated driver and front outboard passenger	\$0.00	\$0.00
<input checked="" type="checkbox"/>	KC4	Cooling, external engine oil cooler	\$0.00	\$0.00
<input type="checkbox"/>	KHF	Alternators, dual, 220-amps primary, 170-amps auxiliary	\$0.00	\$0.00
<input type="checkbox"/>	KI3	Steering wheel, heated	\$0.00	\$0.00
<input type="checkbox"/>	KI4	Power outlet, instrument panel, 120-volt	\$150.00	\$136.50
<input checked="" type="checkbox"/>	KNP	Cooling, auxiliary external transmission oil cooler	\$0.00	\$0.00
<input checked="" type="checkbox"/>	KW6	Alternator, 220 amps	\$0.00	\$0.00
<input type="checkbox"/>	KW7	Alternator, 170 amps	\$0.00	\$0.00
<input type="checkbox"/>	N37	Steering column, manual tilt and telescoping	\$0.00	\$0.00
<input type="checkbox"/>	N38	Emissions override, California	\$0.00	\$0.00
<input type="checkbox"/>	N39	Emissions override, state-specific	\$0.00	\$0.00
<input type="checkbox"/>	NC7	Emissions override, Federal	\$0.00	\$0.00
<input type="checkbox"/>	NP5	Steering wheel, leather-wrapped	\$0.00	\$0.00
<input checked="" type="checkbox"/>	NZZ	Skid Plates	\$0.00	\$0.00
<input type="checkbox"/>	PCL	Convenience Package	W/A	W/A
<input type="checkbox"/>	PCM	Convenience Package II	\$785.00	\$714.35
<input checked="" type="checkbox"/>	PGV	WT Convenience Package	\$1,815.00	\$1,489.65
<input type="checkbox"/>	PDB	LPO, Dark Essentials Package	\$376.00	\$341.25
<input type="checkbox"/>	PDJ	Safety Package II	\$595.00	\$541.45
<input type="checkbox"/>	PQA	WT Safety Package	\$1,090.00	\$991.90
<input type="checkbox"/>	PQB	Safety Package	W/A	W/A

<input type="checkbox"/>	PTO	Power Take-Off	WVA	WVA
<input type="checkbox"/>	PTT	Trailer Tire Pressure Monitor Sensors	\$50.00	\$45.50
<input type="checkbox"/>	PZB	Hitch Guidance with Hitch View	\$0.00	\$0.00
<input checked="" type="checkbox"/>	QT5	Tailgate, gate function manual with EZ Lift	\$0.00	\$0.00
<input type="checkbox"/>	R6J	Ship Thru Code Acknowledgement	\$0.00	\$0.00
<input type="checkbox"/>	R6L	Override for GAM orders	WVA	WVA
<input type="checkbox"/>	RIA	LPO, All-weather floor liners	\$120.00	\$109.20
<input type="checkbox"/>	RIK	LPO, Black name plates	\$0.00	\$0.00
<input type="checkbox"/>	S41	LPO, Rear wheelhouse liners	\$175.00	\$159.25
<input checked="" type="checkbox"/>	SAF	Tire carrier lock	\$0.00	\$0.00
<input type="checkbox"/>	SB7	LPO, Black tailgate lettering	\$0.00	\$0.00
<input type="checkbox"/>	SFZ	LPO, Black Bowtie emblem, front	\$125.00	\$113.75
<input type="checkbox"/>	T3U	Fog lamps, front, LED	WVA	WVA
<input type="checkbox"/>	U01	Lamps, Smoked Amber roof marker, (LED)	\$55.00	\$50.05
<input type="checkbox"/>	U1D	Advanced Trailering System	\$0.00	\$0.00
<input type="checkbox"/>	U2K	SiriusXM Radio	\$0.00	\$0.00
<input type="checkbox"/>	U2L	Radio, HD	\$0.00	\$0.00
<input type="checkbox"/>	UE1	OnStar and Chevrolet connected services capable	\$175.00	\$159.25
<input type="checkbox"/>	UF2	LED Cargo Area Lighting	\$125.00	\$113.75
<input type="checkbox"/>	UF3	Hlgh Idle switch	\$200.00	\$182.00
<input type="checkbox"/>	UK3	Steering wheel audio controls	\$0.00	\$0.00
<input type="checkbox"/>	UTJ	Theft-deterrent system, unauthorized entry	\$0.00	\$0.00
<input type="checkbox"/>	UY2	Trailering wiring provisions	\$35.00	\$31.85
<input type="checkbox"/>	V46	Bumper, front chrome	\$100.00	\$91.00
<input checked="" type="checkbox"/>	V76	Recovery hooks, front, frame-mounted, Black	\$0.00	\$0.00
<input type="checkbox"/>	VJH	Bumper, rear chrome	\$0.00	\$0.00
<input type="checkbox"/>	VK3	License plate kit, front	\$0.00	\$0.00
<input type="checkbox"/>	VQK	LPO, Molded splash guards, Black	\$180.00	\$163.80
<input type="checkbox"/>	VQY	LPO, Chrome recovery hooks	\$200.00	\$182.00
<input type="checkbox"/>	VQZ	LPO, Polished exhaust tip	\$150.00	\$136.50
<input checked="" type="checkbox"/>	VYU	Snow Flow Prep Package	\$300.00	\$273.00
<input type="checkbox"/>	YK8	SEO Processing Option	\$0.00	\$0.00
<input checked="" type="checkbox"/>	YM6	LPO Processing Option	\$0.00	\$0.00
<input type="checkbox"/>	Z71	Z71 Off-Road Package	\$375.00	\$341.25
<input checked="" type="checkbox"/>	Z82	Trailering Package	\$0.00	\$0.00
<input type="checkbox"/>	ZL6	Advanced Trailering Package	\$745.00	\$677.95
<input type="checkbox"/>	ZW9	Pickup bed, delete	-\$1,155.00	-\$1,051.05
<b><input checked="" type="checkbox"/> Special Equipment Options</b>				
<input type="checkbox"/>	01U	Special Exterior Color	\$0.00	\$0.00
<input type="checkbox"/>	5H1	Key equipment, two additional keys for single key system	\$60.00	\$45.50
<input type="checkbox"/>	6M7	Speedometer calibration	\$50.00	\$45.50
<input type="checkbox"/>	6N5	Rear Camera Kit	\$73.00	\$66.43
<input type="checkbox"/>	6Y1	Seats, Driver and passenger front individual seats	\$0.00	\$0.00
<input type="checkbox"/>	6Z4	Spare wheel, carrier and lock delete	-\$20.00	-\$18.20
<input type="checkbox"/>	8F2	Ornamentation, delete	\$0.00	\$0.00
<input type="checkbox"/>	8S3	Backup alarm, 97 decibels	\$138.00	\$125.58
<input type="checkbox"/>	9B9	Governor, electronic speed sensor set to 70 MPH	\$50.00	\$45.50
<input type="checkbox"/>	9C2	Governor, electronic speed sensor set to 65 MPH	\$50.00	\$45.50
<input type="checkbox"/>	9D7	Governor, electronic speed sensor set to 75 MPH	\$50.00	\$45.50
<input type="checkbox"/>	9L3	Spare tire delete	\$0.00	\$0.00
<input type="checkbox"/>	9M4	Decal and name plate delete, tailgate	\$0.00	\$0.00
<input type="checkbox"/>	9R1	Decal delete, Pickup bed	\$0.00	\$0.00
<input type="checkbox"/>	9V6	Paints, solid, Woodland Green	\$450.00	\$409.50
<input type="checkbox"/>	9W3	Paints, solid, Wheatland Yellow	\$450.00	\$409.50
<input type="checkbox"/>	9W4	Paints, solid, Tangler Orange	\$450.00	\$409.50
<input type="checkbox"/>	SFW	Back-up alarm calibration	\$50.00	\$45.50
<input type="checkbox"/>	TGK	Special Paint	\$450.00	\$409.50
Base Price:			\$38,900.00	\$34,759.80
Advertising/Adjustments:			\$0.00	\$3.73

Total Options:	\$2,816.00	\$2,561.65
Total Price:	\$39,716.00	\$37,325.18
Destination Charge:	\$1,696.00	\$1,696.00
TOTAL PRICE W/ DFC†	\$41,310.00	\$39,820.18

CANCEL      BACK      NEXT

Next: Configuration Summary

† North American Order Workbench is intended solely for business use by GM Dealers. Pricing shown is for illustration purposes only. Refer to GM Pricing.com for official GM Price schedules. GM pricing is subject to change by GM at anytime, without notice.

Order Workbench: [FAQs](#) [Site Map](#)

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Handwritten calculation:  
38,920.<sup>18</sup>  
7,400.<sup>00</sup>  
700.<sup>00</sup>  
-----  
30,820.<sup>18</sup>



Agenda Item: NB-15  
Date: 8-1-19

## City Council Agenda Item Request

Date: 07/26/2019

Name: Patrick Jordan

Department: Administration

Item: Ordinance No. 1214

Meeting date requested: 08/01/2019

Explanation for request:

Administration is requesting the City Council to consider this the first reading of Ordinance No. 1214, An Ordinance to Amend Chapter 18 as Codified Under the Code of Ordinances. Additionally, Administration is requesting that the City Council set August 15, 2019, for the second reading, public hearing and adoption of Ordinance No. 1214.

ORDINANCE NO. 1214

AN ORDINANCE TO AMEND CHAPTER 18 AS CODIFIED UNDER THE CODE OF  
ORDINANCES

THE CITY OF ESCANABA HEREBY ORDAINS:

CHAPTER I

Chapter 18 of the Escanaba Code of Ordinances is hereby amended by adding the following under Article VII:

Section 18-212 Fireworks:

(a) The term "firework" or "fireworks" means any composition or device, except for a starting pistol, a flare gun, or a flare, designed for the purpose of producing a visible or audible effect by combustion, deflagration, or detonation. Fireworks consist of consumer fireworks, low impact fireworks, articles pyrotechnic, display fireworks, and special effects, as defined by the Michigan Fireworks Safety Act, Act 256 of 2011.

(b) The sale, discharge, storage, transportation and distribution of fireworks in the City of Escanaba shall be governed by the Michigan Fireworks Safety Act, Act 256 of 2011.

The use of low impact fireworks, as defined in the Michigan Fireworks Safety Act of 2011, (ground and hand-held sparking devices) will be permitted year-round.

(c) Use of consumer fireworks, as defined in the Michigan Fireworks Safety Act, in the City of Escanaba is limited to the day before, the day of, and the day after, a federal holiday, contingent on the following:

(1) Fireworks shall not be sold to a minor.

(2) No person under the age of eighteen (18) years shall use, possess, explode or cause to explode any fireworks, as defined herein, within the city.

(3) iii No person under the age of eighteen (18) years shall buy, purchase, acquire or obtain any fireworks, as defined herein, within the city.

(4) A person shall not ignite, discharge, or use consumer fireworks or low-impact fireworks, as defined in the Michigan Fireworks Safety Act, on public property, school property, church property, or the property of another person without that organization's or person's express permission.

(5) The ignition, discharge, or use of consumer fireworks is on the following days after 11 a.m.:

(a) December 31 until 1 a.m. on January 1.

(b) The Saturday and Sunday immediately preceding Memorial Day until 11:45 p.m. on each of those days.

(c) June 29 to July 4 until 11:45 p.m. on each of those days.

(d) July 5, if that date is a Friday or Saturday, until 11:45 p.m.

(e) The Saturday and Sunday immediately preceding Labor Day until 11:45 p.m. on each of those days.

(d) Upon application in writing to the City of Escanaba by any association or group of individuals for the public display of fireworks, the director of public safety may grant permission for such display, subject to such conditions as the director of public safety or his designee may impose to properly safeguard the public, both as to persons and property; and subject to the provisions of the Michigan Fireworks Safety Act, Act 256 of 2011, section 28.466.

(e) Any persons violating any provisions of this article shall be responsible for a civil fine of \$1,000.00. \$500.00 of said fine shall be remitted to the law enforcement agency responsible for enforcing this ordinance.

**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

Agenda Item: NB-16  
Date: 8-1-19

## City Council Agenda Item Request

Date: 25JUL19

Name: Mike Furmanski

Department: Electric

Item: Donate old hot stick trailer to a lineman's museum

Meeting date requested: 01AUG19

Explanation for request:

The City Electric Department has an old, obsolete trailer that has not been used in many years. It is a covered trailer specifically designed to carry Hot Sticks and was manufactured in the 1950's.

One of the vendors that stop in regularly to make sales calls saw it one day and asked about it on behalf of a lineman museum he was familiar with. I talked to the owner of this museum and he said he would be very interested in acquiring our trailer. I would like to seek Council approval to donate this trailer to Jason Townsend to add to his collection of line construction items.



# Jason Townsend, Collector



Jason Townsend stands in front of his 1939 Hotstick trailer as it was being displayed at the International Lineman's Rodeo last October.

This year at the International Lineman's Rodeo, at the expo before the event, I spotted something I hadn't seen before. Parked in the "American Safety Utility Corporation" booth was a brand new looking 1939 Hotstick Trailer full of old tools and sticks. The trailer is owned by Jason Townsend. Jason is a lineman for Local 196 out of Elgin, Illinois. He started his apprenticeship in 2000.

known to pack up the old trailer with choice antiques and head to rodeo's, union halls, and company picnics.

Another very interesting part of his collection is the pictures. He owns around 400 antique pictures. Very fun to look at all the old boys in their felt hats (arc snuffers).

In talking to Jason about how he is building his collection I thought that

After Jason got in the trade he was in an antique shop in North Carolina and found an old amp stick that he bought for ten bucks. That was the start of it. His collection now has over 400 pieces of lineman tools and memorabilia not to mention an insulator collection of around 3000 pieces. He estimates the value of his collection at around \$20,000.

Jason enjoys showing his collection and he's

maybe he was buying and selling the old tools. Not so, none of the tools are for sale. But, they are all up for trade. He has bought many of the tools out of his pocket. He did tell me that one of the ways he funds the collection is by buying and selling old insulators. Another point he wanted me to let everyone know about is that he has already put it in his will that the entire collection will go to the International Lineman's Museum in the event of his death.

Jason still wants the collection to grow and would be happy to talk to anyone about it. So, if you have old things in YOUR garage think about what will happen to them if you go. Unless there is another lineman around it is likely that your family will just see a bunch of junk when they look at your prized collections. So, do give some thought to where you want that stuff to wind up.

If you would like to sell or donate these things contact Jason at [jtins76@gmail.com](mailto:jtins76@gmail.com). Or send directly to Jason Townsend 720 N. Dekalb St., Sandwich, IL 60548. ■

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STICKS AND TRAILER ITEMS  
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