



# CITY COUNCIL

## MEETING AGENDA

July 1, 2019

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

**Monday, July 1, 2019, at 7:00 p.m.**

#### CALL TO ORDER

#### ROLL CALL

#### INVOCATION/PLEDGE OF ALLEGIANCE

APPROVAL/CORRECTION(S) TO MINUTES – Regular Meeting – June 20, 2019

#### APPROVAL/ADJUSTMENTS TO THE AGENDA

#### CONFLICT OF INTEREST DECLARATION(S)

#### BRIEF PUBLIC COMMENT(S)

#### PUBLIC HEARINGS – None

#### UNFINISHED BUSINESS

#### 1. **Approval- Service Contract.**

**Explanation:** Administration is seeking Council approval of an amended service contract with the Sault Tribe of Chippewa Indians. The tribe is proposing to add up to 5 additional dwellings on the property. This is the only change to the agreement.

#### 2. **Report from Committee - Discussion of Animal Ordinance.**

**Explanation:** Ad Hoc Committee report including City Manager and Department Heads concerning the animal/dog control ordinance.

#### NEW BUSINESS

#### 1. **Approval- Ludington Street – Downtown Sidewalk Sales.**

**Explanation:** The Downtown Partners in Business is requesting the City Council approve the closure of Ludington Street on July 27, 2019 from 9:00 a.m. to 5:00 p.m. for the annual "Downtown Sidewalk Day's" event.

#### 2. **Approval – Electrical Work in Council Chambers.**

**Explanation:** Three quotes were received for over the floor raceway and installation of 110 volt duplex outlets. The over the floor raceway will allow us to run our wiring for data and power to Council Chamber desks. Administration is seeking Council approval to accept the quote from Kobas Electric Co. for the cost of \$3,141.

#### 3. **Approval – Rescheduling of July 18, 2019 City Council Meeting to July 16, 2019.**

**Explanation:** Mayor Tall is asking City Council to reschedule the regular scheduled July 18, 2019 City Council Meeting to July 16, 2019, to accommodate members of City Council.

#### APPOINTMENTS

#### BOARD, COMMISSION, AND COMMITTEE REPORTS

Agenda –July 1, 2019

GENERAL PUBLIC COMMENT  
ANNOUNCEMENTS  
ADJOURNMENT

Respectfully Submitted

A handwritten signature in black ink, appearing to read "Patrick S. Jordan". The signature is fluid and cursive, with the first name being the most prominent.

Patrick S. Jordan  
City Manager



**CITY COUNCIL**  
**MEETING AGENDA - ADDENDUM**  
July 1, 2019  
7:00 p.m.

**Marc D. Tall, Mayor**  
**Ronald J. Beauchamp, Mayor Pro-Temp**  
**Ralph B. Blasier, Council Member**  
**Michael R. Sattem, Council Member**  
**Peggy O. Schumann, Council Member**

**Patrick S. Jordan, City Manager**  
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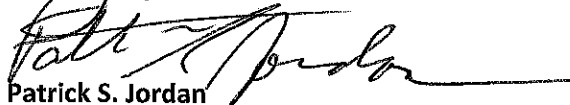
Regular Meeting - Addendum  
**Monday, July 1, 2019, at 7:00 p.m.**

**NEW BUSINESS**

**4. Approval – Engineering for Design & Construction of SRF Project.**

**Explanation:** Administration is seeking 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.

Respectfully Submitted

  
Patrick S. Jordan  
City Manager

**OFFICIAL PROCEEDINGS  
CITY COUNCIL  
CITY OF ESCANABA, MICHIGAN  
Regular Council Meeting  
Thursday, June 20, 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 Schumann

Absent: None

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

City Deputy Clerk Weissert led Council in the Pledge of Allegiance.

Sattem moved, Blasier seconded, **CARRIED UNANIMOUSLY**, to approve Special Meeting minutes from June 3, 2019, and Regular Meeting minutes from June 6, 2019, as submitted.

**ADJUSTMENTS TO THE AGENDA**

Blasier moved to add New Business #3 – Changing the DDA Boundaries.

Schumann moved, Blasier seconded, **CARRIED UNANIMOUSLY**, to approve the Agenda as amended.

**CONFLICT OF INTEREST DECLARATION** – None

**BRIEF PUBLIC COMMENT** – None

**PUBLIC HEARINGS**

**PH-1 Approval - Ordinance No. 1211 - Appropriations Ordinance Amendment.**

A public hearing was conducted on an amendment to the current Appropriations Ordinance for the fiscal year ending June 30, 2019. An amendment was needed to balance out over and under expenditures within various departmental budgets for the 2018-19 fiscal years. This action was mandated by State law and adjusts budget accounts to help ensure that no individual line items are overrun.

City Controller Melissa Becotte briefly reviewed adjustments to the 2018/19 Appropriations Ordinance.

This being a public hearing, Mayor Tall asked if there was any public comment.

Hearing no public comment, Mayor Tall closed the public hearing.

**PH-1** “By Council Member Blasier, seconded by Council Member Schumann;

**Resolved**, That Ordinance No. 1211, the Appropriations Ordinance Amendment, given its public hearing at this meeting, be and is hereby adopted and that it be published in accordance with the requirements of the City Charter.”

Herewith Ordinance No. 1211 adopted by title:

**"AN ORDINANCE TO AMEND ORDINANCE NO. 1192, ENTITLED AN ORDINANCE TO MAKE APPROPRIATIONS AND CORRESPONDING REVENUES FOR THE YEAR ENDED JUNE 30, 2019."**

Full text in Ordinance Record “K”.

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

Ayes: Blaiser, Schumann, Sattem, Beauchamp, Tall  
Nays: None

**RESOLUTION DECLARED ADOPTED.”**

## **UNFINISHED BUSINESS**

### **UB-1 Approval – Service Contract.**

Administration sought council approval of an amended service contract with the Sault Ste. Marie Tribe of Chippewa Indians. The Tribe pays the City \$150 per dwelling on their development site. The current contract lists a specific number of units. The amendment would allow the Tribe to add additional units without making further amendments to the contract. All other aspects of the contract remain the same.

**UB-1** After further discussion, Schumann moved, Blasier seconded, **CARRIED UNANIMOUSLY**, to approve to table the service contract with the Sault Ste. Marie Tribe of Chippewa Indians until administration and the tribe can come up with a number of additional units they are both comfortable with.

## **NEW BUSINESS**

### **NB-1 Approval – 2019/20 Property and Liability Insurance Renewal.**

Administration sought council approval to purchase property and liability insurance coverage from Michigan Municipal Risk Management Authority

(MMRMA) in the amount of \$219,247. This item is in the 2019/20 budget.

**NB-1** Schumann moved, Blasier seconded, to approve to purchase property and liability insurance coverage from Michigan Municipal Risk Management Authority (MMRMA) in the amount of \$219,247.

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

Ayes: Schumann, Blasier, Sattlem, Beauchamp, Tall

Nays: None

**MOTION CARRIED.**

**NB-2 Approval – Code Enforcement, Planning & Zoning Reorganization / Treasurer Retirement.**

Administration sought council approval to reorganize the Code Enforcement, Planning and Zoning functions, and with the impending retirement of Treasurer Bob Valentine, would also like to gain approval to appoint his replacement.

Manager Jordan stated he was looking for approval of the new job descriptions.

After further discussion, Mayor Tall, with Council, agreed that this item does not need to come to Council for approval, as this is the Manager's job.

No Action taken.

**NB-3 Changing the Boundaries of the DDA.**

Blasier stated, by a process, the city can adjust the boundaries of the area from which the DDA gets its free taxes. There is a possibility of a large development occurring where the old jail used to be, which falls within the DDA district. Only the DDA would benefit from the property taxes. By moving the old jail site from the DDA boundaries it would allow all other local entities to collect taxes.

**NB-3** Blasier moved, Schumann seconded, to approve to instruct City Manager Patrick Jordan to prepare the necessary documents and set a timetable for the steps of redistricting the DDA.

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

Ayes: Blasier, Schumann, Beauchamp, Sattlem, Tall

Nays: None

**MOTION CARRIED.**

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

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

Appointed Roy Webber to the Board of Library Trustees, term expiring June 1, 2021.

**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 A. Gasman, Escanaba resident, expressed his concerns on selling and commercializing recreational marijuana.

Helene Tebear, Escanaba resident, expressed her concerns on why Family Video can advertise selling CDB and she can't. The only ones losing out is the medical side of it.

Rayno Keith Tulppo, Escanaba resident, questioned what the dangers were of having someone extremely high in public. Hears about impairment but believes it is due to alcohol.

**ANNOUNCEMENTS**

- Go Cubs!
- Bike and Classic Car Night raised \$919 for the Women Shelter;
- July 27, 2019, Sidewalk Sales and Char Show;
- Pull for the Honor Flight, to raise money for the Honor Flight;
- June 22, 2019, Pump of the Park;
- Judge Parks Drug Court, 4 Graduates, took place on June 17, 2019.

Hearing no further public comment, the Council adjourned at 7:33 p.m.

Respectfully submitted

Tammy Weissert, CMC  
Deputy City Clerk

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

Agenda Item: UB-1  
Date: 07/01/19

## City Council Agenda Item Request

Date: 6/26/19

Name: Melissa Becotte

Department: Controller

Item: Service Contract

Meeting date requested: 7/1/19

Explanation for request:

Administration is seeking council approval of an amended service contract with the Sault Tribe of Chippewa Indians. The tribe is proposing to add up to 5 additional dwellings on the property. This is the only change to the agreement.



# **SERVICE CONTRACT**

**Between the**

**City of Escanaba, Michigan**

**And the**

**Sault Ste. Marie Tribe of Chippewa Indians Housing Authority**

It is this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between the Sault Ste. Marie Tribe of Chippewa Indians Housing Authority (hereinafter “Local Authority”) and the City of Escanaba (hereinafter “Municipality”) hereby agreed that the following terms and covenants will govern the provision of municipal services to housing units operated by Local Authority on trust land located with the Municipality.

The purpose of this Contract is to supersede and replace the prior contract between the parties, creating the flexibility for the Local Authority to locate additional units within the development and increasing the per-unit payments to the Municipality based on the increases as they occur.

In consideration of the mutual covenants hereinafter set forth the parties hereto do contract as follows:

- 1) Whenever used in this contract:
  - a) The term “Government” shall mean the United States of America acting through the Secretary of Housing and Urban Development.
  - b) The term “project” shall mean all low-rent housing hereafter developed or acquired by the Local Authority with financial assistance of the Government and located:
    - (1) The North ½ of the Northwest ¼ of the Southwest ¼ of Section 36,  
Township 39 North, Range 23 West.

A site plan describing said project is attached hereto and incorporated by reference.

- c) The term “Shelter Rent” shall mean the total of all charges to all tenants of the Project for dwelling rents and non-dwelling rents (excluding all other income of the Project), less the cost to the Local Authority of all dwelling and non-dwelling utilities.
- 2) The Local Authority shall endeavor (a) to secure a contract or contracts with the Government for loans and annual contributions covering one development of low- rent housing and (b) to develop or acquire and administer such Project located within the corporate limits of the Municipality. The obligations of the parties hereto shall apply to this project. As of the date of this Contract, the development is slated to grow **to 30 units**.
- 3) (a) Under the constitution and the statutes of the State of Michigan, the project is exempt from all real and personal property taxes levied or imposed by the Municipality. With respect to the project, so long as either (i) such Project is owned by the Local Authority, a public body of governmental agency, and is used for low –rent housing purposes, or (ii) any contract between the Local Authority, and Government for loans or annual contributions, or both, in connection with such project or any monies due to the Government in connection with such Project remain unpaid, whichever period is the longest, the Municipality agrees that it will not levy or impose any real and personal property taxes upon such Project or upon the Local Authority with respect thereto. During such period, the Local Authority shall make annual payments for the public services and facilities furnished from time to time without cost or charge for or with respect to such Project.  
  
(b) Each such annual payment shall be made at this time when real property taxes on such Project would be paid if it were subject to taxation, and shall be in an amount equal to either (i) One Hundred Fifty Dollars (\$150.00) per unit taken under management, or (ii) ten percent of the applicable Shelter Rent minus the utility allowance, whichever is greater for each rental housing unit.

(c) No payment for any year shall be made to the Municipality in excess of the amount of the real property taxes which would have been paid to the Municipality for such year if the Project were not exempt from taxation.

(d) Upon failure of the Local Authority to make any payment under paragraph 3, no lien against the Project or assets of the Local Authority shall attach, nor shall any penalties accrue or attach on account thereof, except for interest as provided in paragraph 4, hereof. In the event that payments are not made under paragraph 3, the Local Authority agrees that the Municipality has the right to bring legal action against the Local Authority for payment of amounts due plus interest and penalties as provided within.

4) During the period commencing with the date of the acquisition of any part of the site or sites of the project and continuing so long as either (i) such project is used for low-rent purposes, or (ii) any contract between the Local Authority and the Government for loans or annual contributions, or both, in connection with such Project remains in force and effect, or (iii) any bonds issued in connection with such Project remain unpaid, whichever period is the longest, the Municipality shall:

(a) Without cost or charge to the Local Authority or the tenants of the Project (other than the payments under paragraph 3):

(i) Furnish or cause to be furnished to the Local Authority and tenants of the Project Public services and facilities of the same character and to the same extent as are furnished from time to time without cost or charge to other dwellings and inhabitants in the Municipality;

(ii) Insofar as the Municipality may lawfully do so, (A) grant such deviations from the building code of the Municipality as are reasonable and necessary to promote economy and efficiency in the development and administration of such Project, and at the same

time safeguard health and safety, and (B) make such changes in any zoning of the site and surrounding territory of such Project as are reasonable and necessary for the development and protection of such Project and the surrounding territory;

(iii) It is understood by both parties hereto that the present zoning of the site is the proper zoning for said area and that the Local Authority will abide by the zoning code of the Municipality. The Local Authority will also abide by the City building codes and the Municipality recognizes that the National BOCA code is equivalent to the City building code.

(iv) Accept grants of easement necessary for the development of such Project; and

(v) Cooperate with the Local Authority by such other lawful action or ways as the Municipality and the Local Authority may find necessary in connection with the development and administration of such Project.

(b) At the same rates, fees, and assessments as are charged for similar services to other residential users with the Municipality, furnish or cause to be furnished to the Local Authority and the Tenants of the Project public services, including water and sewer, to the same extent as are elsewhere available to dwellings and inhabitants of the Municipality. The Municipality will furnish to the local authority a schedule setting forth standard fees for those municipal services for which fees are usually charged. The Local Authority agrees to pay fees which are normally paid by the landlord of comparable residential developments. The tenants shall be responsible for fees normally charged to tenants. The Local Authority is aware that Municipality customarily assesses interest on unpaid debts. The interest rate is currently one percent per month, and is subject to adjustment from time to time. The Local Authority agrees to pay interest on overdue and unpaid obligations to the Municipality at the rate currently in effect at the time. The Local Authority does hereby agree to comply with the City utility ordinances as they concern rates,

cross-connections, meter maintenance, and penalty and interest payments. The Local Authority recognizes the right of the Municipality to make meter inspections and to do discontinue service when cross-connections are found or in case of non-payment of utility bills.

5) In respect to the project the Municipality further agrees that within a reasonable time after receipt of a written request therefore from the Local Authority:

(a) It will accept the dedication of all interior streets, roads, alleys, and adjacent sidewalks within the area of such Project, together with all storm and sanitary sewer mains in such dedicated areas, after the Local Authority, at its own expense, has completed the grading, improvements, paving, and installation thereof in accordance with specifications acceptable to the Municipality (conformity with such specifications to be certified by the city engineer);

(b) It will accept necessary dedications of land for, and will grade, improve, pave, and provide sidewalks for, all streets bounding such Project or necessary to provide adequate access thereto (in consideration whereof the Local Authority shall pay to the Municipality such amount as would be assessed against the Project site for such work if such site were privately owned); and

(c) It will provide, or cause to be provided, water and sanitary sewer mains and storm drainage, leading to such Project and serving the bounding streets thereof (in consideration whereof The Local Authority shall pay to the Municipality such amount as would be assessed against the Project site for such work if such site were privately owned).

(d) It is further understood and agreed that the water and sewer mains and street lighting within said Project will be constructed to the standards of Municipality and will be accepted by the Municipality upon satisfactory completion.

6) If by reason of the Municipality's failure or refusal to furnish or cause to be furnished any public services or facilities which it has agreed hereunder to furnish or cause to be furnished to the Local

Authority or to the tenants of any Project, the Local Authority incurs any expense to obtain such services or facilities, then the Local Authority may deduct the amount of such expense from any payments due or incurred to become due to the Municipality in respect to the Project, except legal expenses in litigation against the Municipality.

7) No member of the governing body of the Municipality or any other public office of the Municipality who exercises any responsibilities or functions with respect to the project during his tenure or for one year thereafter shall have any interest, direct or indirect, in the Project or any property included or planned to be included in the Project, or any contracts in connection with such Project of property. If any such governing body member or such other public official of the Municipality involuntarily acquires or had acquired prior to the beginning of his tenure any such interest, he shall immediately disclose such interest to the Local Authority.

8) So long as any contract between the Local Authority and the Government for loans (including preliminary loans) or annual contributions, or both, in connection with the Project remains in force and effect, or so long as any bonds issued in connection with the Project or any monies due in the Government in connection with the Project remain unpaid, this Contract shall not be abrogated, changed, or modified without the consent of the Government. The privileges and obligations of the Municipality hereunder shall remain in full force and effect with respect to the Project so long as the legal title to the Project is held by the Government.

9) The Local Authority agrees to comply with all applicable civil regulations of the Municipality, including the BOCA building code and zoning as they may be reasonably modified pursuant to the terms of said ordinances. Provided, however, that the Municipality's remedies shall be limited, to enforcement of the within contract in a civil suit for breach of the within contract. The Municipality remedies, however, shall include civil injunctive relief.

IN WITNESS WHEREOF, the Municipality and the Local Authority have respectfully signed this contract and caused their seals to be affixed and attested as of the day and year first above written.

Attest

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

\_\_\_\_\_  
City of Escanaba, By: Mayor

Attest:

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

\_\_\_\_\_  
Sault Ste. Marie Tribe of Chippewa  
Indians Housing Authority  
By: Chairperson

Agenda Item: UB-2  
Date: 07/01/19

## City Council Agenda Item Request

Date: June 25, 2019

Name: Patrick Jordan

Department: Administration

Item: Report from Committee discussion of Animal Ordinance

Meeting date requested: July 1, 2019

Explanation for request:

Ad hoc committee report including City Manager and Department Heads concerning the animal/dog control ordinance



Agenda Item: NIB-1  
Date: 7/1/19

## City Council Agenda Item Request

Date: June 13, 2019

Name: Ed Legault

Department: Downtown Development Au

Item: Special Event Request For Sidewalk Sales

Meeting date requested: July 1, 2019

Explanation for request:

The DDA working with the Downtown Partners In Business will be holding this year's Sidewalk Sales on Saturday, July 27, 2019 from 9:00 am to 5:00 pm. This is an annual event that has occurred for many years.

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

**DATE(S) OF EVENT:** Saturday, July 27, 2019  
Day of Week, Month, Day, Year (Example: Saturday, October 29, 2016)

**NAME OF EVENT:** Escanaba Downtown Sidewalk Sales

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

Organization: Escanaba Downtown Development Authority

Contact Person: Ed Legault Daytime Phone: [REDACTED]

Address: 1025 Ludington Street Evening Phone: [REDACTED]

City, State Zip: Escanaba, MI 49829 E-mail: [REDACTED]

Website: www.escanabadda.org Event Phone: 789-8696

Charitable Org #: \_\_\_\_\_ Fax: 789-6182  
(if applicable)

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

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

**LOCATION:**

City Park Name of Park: \_\_\_\_\_

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

Road(s) Road Closure Required?  Partial  Full

**DATE/TIME:**

<b>EVENT TIME</b> <small>This is the time your event would be ready to accept participants or general public.</small>	<b>Event Begins</b> <b>DATE:</b> <u>July 27, 2019</u> <b>TIME:</b> <u>9:00 am</u>	<b>Event Ends</b> <b>DATE:</b> <u>July 27, 2019</u> <b>TIME:</b> <u>5:00 pm</u>
	<b>Set-up Start</b> <b>DATE:</b> <u>July 27, 2019</u> <b>TIME:</b> <u>8:00 am</u>	<b>Tear-down End</b> <b>DATE:</b> <u>July 27, 2019</u> <b>TIME:</b> <u>6:00 pm</u>
<b>SET-UP TIME</b> <small>When you want the area reserved for your organization to ensure you have adequate time for set-up and tear-down.</small>		

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: # \_\_\_\_\_
- Bands: # \_\_\_\_\_
- Vehicles/Floats: # \_\_\_\_\_
- Volunteers: # \_\_\_\_\_
- General Public: # 4000
- Wheelchair Accessible:  Yes  No
- For events on City Property are you seeking approval to charge:
  - Admission:  Yes  No
  - Parking:  Yes  No
- This event is:  Open to the Public  For Invited Guests Only

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

- Power Requirements:  Yes  No
- Sound Amplification:  Yes  No
- Access to power if possible:  Yes  No
- Live Music:  Yes  No
- Tents/Temp. Structures:  Yes  No
- Amusement Rides:  Yes  No
- Inflatables:  Yes  No
- Fireworks:  Yes  No
- Alcohol:  Yes  No
- Size of Tent(s): \_\_\_\_\_
- Provider: \_\_\_\_\_
- Provider: Bosk - downtown partners in business

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

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

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

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

**EVENTS REQUESTING ROAD CLOSURE:**

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

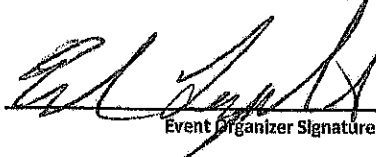
A detailed map of road closures **MUST** be included. Applicants must notify abutting properties of the closure at least 14 Days in advance of the event. This notification letter must be approved by the City Manager's Office. If there are any SPECIAL REQUESTS that you would like the City to consider,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

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

I have read and understood the Special Events Application.

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

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

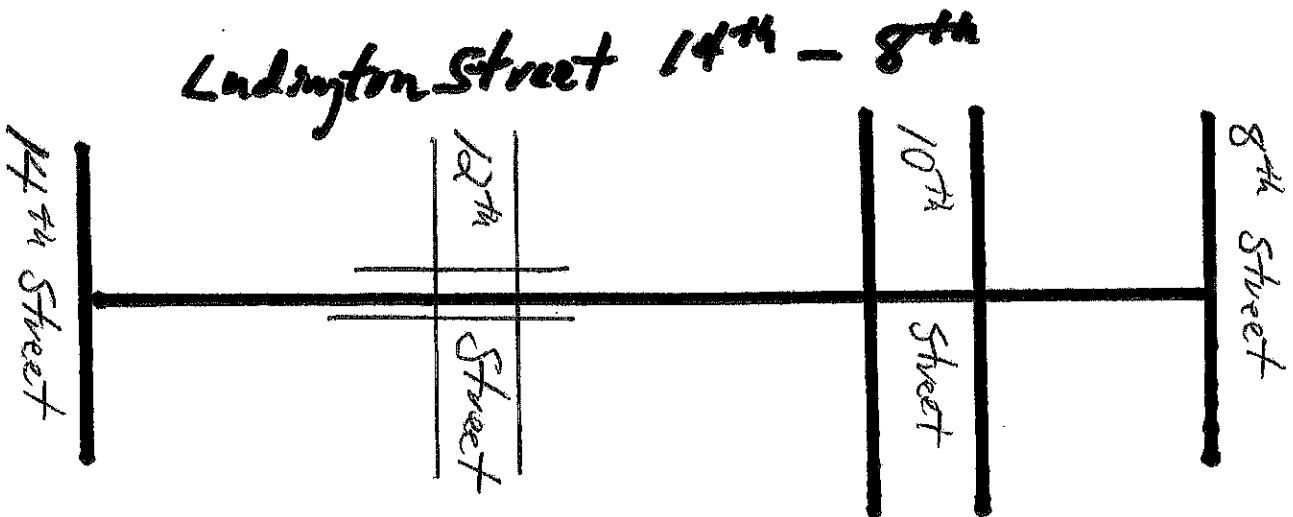
  
Event Organizer Signature

Ed Legault  
Print Name

June 13, 2019  
Date

## Map for Sidewalk Sales Street Closures:

Barricade on the east side of 14th Street at Ludington Street. (across entire Ludington St) Close both sides of 10th Street on Ludington. (10th Street will continue to be open)  
Close the west side of 8th Street, and close 12th street to the north and south of Ludington.



Agenda Item: NB-2  
Date: 07/01/19

## City Council Agenda Item Request

Date: 06/25/19

Name: Phil DeMay

Department: City Clerk / IT Admin

Item: Council Chamber electrical work

Meeting date requested: 7/01/19

Explanation for request:

Approval – Council Chambers Electrical Work –  
Explanation: I have received three quotes for over the floor raceway and installation 110 volt duplex outlets. The over the floor raceway will allow us to run our wiring for data and power to Council Chamber desks. Administration is seeking Council approval to accept the bid from Kobas Electric Co. for the cost of \$3,141.

# *Kobas Electric Co., Inc.*

Wholesale Distributor

2020 Ludington St.

Escanaba, Michigan 49829-2319

Telephone 906-786-1182

Fax 1-906-786-8082

June 4, 2019

Phil DeMay  
City of Escanaba  
410 Ludington Street  
Escanaba, MI 49829

email: pdemay@escanaba.org

Ref: Council Room

Provide necessary labor and material to install the following electrical work.

- 1) Install (2) 110 volt duplex outlets on each of the council desks. (total 10 outlets)
- 2) Install cabling for a data port in the ceiling.

Base Proposal \$ 3,141.00

Sincerely



Randy J. Godlewski  
Kobas Electric Co., Inc.

Agenda Item: NB-4  
Date: 07/01/19

## City Council Agenda Item Request

Date: 6-28-19

Name: Jeff Lampi

Department: Wastewater

Item: Engining for Design & Construction of SRF Project

Meeting date requested: 7-1-19

Explanation for request:

I would like council authorization to retain the engineering services of C2AE teamed with Black & Veatch to oversee and complete the upcoming SRF project at the wastewater treatment plant.

These services shall be deemed all-inclusive to include all aspects and phases of design and construction including the additional engineering. (Soil Boring, SRF parts I, II, & III, Permits, Survey, Compaction Testing, Storm water Monitoring, O&M, & Start-up.) Attached you find a project cost breakdown explaining where these costs and fees are to be applied.

Because this project is planned to be conducted over several years; consideration has given to annual inflationary increases, and have been included and calculated in this fee schedule.

Total costs for these engineering services are projected to be \$1,625,000.00, for the projected \$10,361,000.00 cost expected for construction. Using these numbers engineering will account for around 15.6% of the over project costs. Using Black & Veatch contributes to this slightly higher than average cost. However; I feel very strongly that the benefits we receive as a result of B&K's involvement on this project will be more then worth the additional costs.

I'm requesting authorization to retain the services of the engineering firm of C2AE at the estimated cost of \$1,625,000.00, pending the results of our legal review of the Professional Services agreement presented to us. The cost of these Engineering Services will be reimbursable to the City as part of the SRF loan.



This is **Appendix 3 to EXHIBIT C**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated \_\_\_\_\_.

### **Project Cost Breakdown**

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Basis of Design	\$293,000	
Preliminary Design	\$567,000	
Final Design	\$117,000	
Bidding	\$20,000	
Construction Engineering		
General Engineering	\$200,000	
Post Engineering	\$10,000	
<b>Total</b>		<b>\$1,207,000</b>
 Resident Project Representative		 <b>\$300,000</b>
 Additional Engineering		
Soil Boring	\$10,000	
Assist Owner Part I and II of SRF Application	\$10,000	
Assist Owner Part III of SRF Application	\$8,500	
Environmental Permits	\$4,000	
Construction Layout Survey	\$15,000	
Construction Compaction Testing	\$15,000	
Construction Stormwater Monitoring	\$20,000	
O&M Manual	\$19,600	
Start Up Service	\$15,900	
 Total Additional Services		 <b>\$118,000</b>
 Total Project		 <b>\$1,625,000</b>