



CITY COUNCIL MEETING AGENDA

February 6, 2020

Marc D. Tall, Mayor
Peggy O'Connell, Mayor Pro Tem
Ralph B. Blasier, Council Member
Tyler D. DuBord, Council Member
Karen S. Moore, 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, February 6, 2020, at 7:00 p.m.

CALL TO ORDER

ROLL CALL

INVOCATION/PLEDGE OF ALLEGIANCE

APPROVAL/CORRECTION(S) TO MINUTES –

Work Session – January 9, 2020

Special Joint Meeting – January 9, 2020

Regular Meeting – January 16, 2020

APPROVAL/ADJUSTMENTS TO THE AGENDA

CONFLICT OF INTEREST DECLARATION(S)

BRIEF PUBLIC COMMENT(S)

PUBLIC HEARINGS

1. **Public Hearing – CDBG IR Grant Application - Engineering.**

Explanation: A Public Hearing will be held regarding the City's proposed application for a Community Development Block Grant Infrastructure and Resiliency (CDBG IR) Grant. The proposed application is funding improvements to the aging water, sewer and storm water lines under Ludington Street from the lift station near 1st Street to 5th Street as well as street repaving.

UNFINISHED BUSINESS

NEW BUSINESS

1. **Approval – Resolution of Support – CDBG IR Grant - Engineering.**

Explanation: Administration is requesting a Resolution of Support to apply for a Community Development Block Grant Infrastructure and Resiliency (CDBG IR) Grant.

2. **Approval – Redevelopment Ready Communities (RRC) Recertification Intention - Planning & Zoning.**

Explanation: In 2016 the City of Escanaba was certified as a Redevelopment Ready Community (RRC) by the Michigan Economic Development Corporation (MEDC). This certification is due to expire on April 13, 2020. Administration is seeking Council approval to move forward in the re-certification process.

3. **Approval – Rate Increase for both Seasonal and Transient Slip Fees - Marina.**

Explanation: Administration is seeking Council approval for a rate increase for both seasonal and transient slip fees for the 2020 boating season.

4. **First Reading of Payment In Lieu of Taxes Ordinance No. 1223 the Bay De Noc Apartments.**

Explanation: Craig Patterson, VP with the Woda Cooper Companies is requesting the City Council to authorize a payment in lieu of taxes Ordinance No. 1223 which would allow them to seek funding from the State of Michigan Low Income Housing Tax Credit Program for the construction of the development. Administration is further requesting Ordinance 1223 be set for a second reading, public hearing and adoption at the regularly scheduled City Council meeting scheduled for February 20, 2020.

5. Approval – Color Your Faith 5k Run/Walk.

Explanation: Bethany Lutheran Church is requesting approval to hold a Color Your Faith 5k Run/Walk Event on Saturday, May 16, 2020. Administration is recommending approval of the request provided: 1) proper liability insurance is filed with the City naming the City as an additional insured.

6. Approval – Engineering Services to Investigate Odor Complaints on 19th Avenue North – Wastewater.

Explanation: Administration is requesting City Council's authorization to retain the services of Trimedia Environmental & Engineering Services, LLC; of Marquette, MI to investigate the cause and source of the odors on 19th Avenue North (AKA the Landfill Road) as specified within the attached proposal at a cost not to exceed \$12,350.00. Money for this purchase was budgeted in the 2019/2020 FY Budget.

7. Approval – Solar Project Expansion - Electric.

Explanation: Administration is seeking City Council approval to add solar panels, inverters, racking and related equipment for a not-to-exceed cost of \$580,000. On January 15, 2020, the Electrical Advisory Committee approved recommending this request.

8. Approval – Capacity Contract Modification - Electric.

Explanation: Administration is seeking City Council approval for the modified capacity contract. On January 15, 2020, the Electrical Advisory Committee approved the modified capacity contract.

9. Approval – Tree Trimming Bid - Electric.

Explanation: Administration is seeking City Council approval to award the contract to Bugle Contracting of Cornell, MI for an amount not-to-exceed \$25,000.

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
Work Session Meeting
Thursday, January 9, 2020**

Pursuit to a special meeting notice posted December 18, 2019, the meeting was called to order by the Honorable Mayor Marc D. Tall at 10:00 a.m. in the Council Chambers of City Hall located at 410 Ludington Street.

Present: Mayor Marc D. Tall, Council Members, Ralph B. Blasier, Tyler D. DuBord, and Karen S. Moore

Absent: Peggy O'Connell

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

CONFLICT OF INTEREST DECLARATION – None

NEW BUSINESS

NB-1 Discussion – 2020-21 Operating Budget Preparation.

Administration led a discussion concerning the upcoming 2020-21 operating budget and sought Council input on items the Council as a whole would like to see considered for inclusion in the budget. Additionally, the various departments updated the Council on budgetary opportunities and challenges for the upcoming year.

- City Manager Jordan provided a general review of the overall budget and expectations regarding Revenue Sharing, Tax Revenues, and State Personal Property Tax. Administration did not anticipate any large increases in the State Revenue. Administration advised they are looking at a small increase for Street Funding, also Pension contributions for 2020-21 budget are going to increase;
- City Clerk/IT Administrator Phil DeMay discussed the upcoming Presidential election year. There are no major changes in the Clerk's Office. DeMay updated Council on his current CMC certification status and there will be more training to come. DeMay discussed the current technology projects and spoke about the needs for an up-to-date video component in Council Chambers to live broadcast and archive Council meetings. Also, discussed the wiring project, moving the server room, key fobs, video surveillance, and updating computer equipment;
- City Treasurer/HR Administrator discussed the changes that will take place with the new BS&A software and server. EAP (Employee Assistance Program) is deployed as of January 1, 2020. Gustafson would like to see a change in the utility drop box location. They received many complaints that it is hard to access from the vehicle. Also, reported there will be one retirement within her department. They will need to eventually hire a replacement;

City Council Minutes
January 9, 2020 – cont.

- Planning and Zoning Administrator Roxanne Spencer discussed the relocation of Blaine DeGrave and the Enforcement Department. Spencer spoke about the need for new software program, overhauling ordinances, and training;
- City Assessor James McNeil discussed the taxable values for 2020. McNeil advised nothing out of the ordinary for the Assessor's Department budget;
- Downtown Development Authority Director Edward Legault advised budget would include reimbursing City borrowed funds, and continuation of the Façade Program. Parking lot maintenance, curb and sidewalk repair, possible street scape, permanent signage, training and budget Deficit Elimination Plan were also discussed;
- Water/Wastewater Superintendent Jeff Lampi updated Council on the current and future status of his departments;
 - Water
 - Sales rough estimates are down around 10-15%;
 - 80 % of our service lines are deemed Lead Service Lines (LSL) due to the goose necks. LSL work is not required until 2021;
 - Lampi recommends that underground work not be conducted to keep the pace of paving this summer due to their department still building its cash reserves and manpower in preparation for 2021;
 - Replacing water main on 1st Ave South along with 2" galvanized this summer;
 - Discussed the AMI Meter install;
 - Wastewater
 - Prepping and moving forward with SRF project;
 - EGLE is discussing a consent order to complete repairs on collection system;
 - Investigating impact to rates to do both the project and collection system work at the same time;
 - Looking for solutions to remove sump pumps from the sanitary sewer system;
 - On-site generator needed at 23rd Ave Lift Station due to amount of "clean" water being pumped;
 - CIPP work will continue;
 - Discussed the landfill odor and possible solutions;
- Public Safety Director Robert LaMarche updated Council on how well their youth outreach programs are going. Discussed proposed updates at the Public Safety building such as the workout out room, new server installation, and privacy door in the locker room. Some of the challenges their department is facing is the demand for extensive fire training and finding quality officers with experience when openings become available. LaMarche discussed that having Blaine DeGrave (Enforcement Officer) in the building has been a big help and feels it's going to benefit both of them working together. Some of the major needs are new body armor, cellphones in cars, new ladder truck, and training;

City Council Minutes
January 9, 2020 – cont.

- Public Works Director/City Engineer Bob Becotte reviewed road repair projects, MDOT safety grant, and CDBG-IR grant. Most of this year’s expenditures will be paving, sweeping, tree maintenance and park maintenance. No plan for any big equipment purchases this budget year;
- City Library Director Carolyn Stacey updated Council on the lighting and carpet installation project. Stacey discussed their growth in attendance with their community events due to some really amazing activities the library was able to host. There is a need for digital resources, services, and training to keep staff up to date. The library needs to hire more staff, building maintenance, new ADA compliant equipment, and update their Strategic Plan;
- City Controller Melissa Becotte advised the MERS Contribution Plan are going up by \$300,000 and ACT 51 Street Revenue will see an increase based on the state estimates of about \$300,000 this year. The rest of the Controller’s budget will be “normal” for this year’s budget;
- City Recreation Director Kimberly Peterson reviewed Recreation budget which included replacement of the Ludington Park Tennis Courts. The bid for this project came in way over budget and the plan is to piece out the project to get it within the budgeted scope. Recreation would like to see a splash park installed. Also reviewed various grants;
- Electric Superintendent Mike Furmanski discussed the decline of sales “due to inefficiencies”. Furmanski reviewed proposed Electric budget items which included pole replacement, a proposed Rate Study, purchase of electric vehicle, and AMI 2 way meters. Also gave a solar update to Council;
- Harbor Master Larry Gravatt reviewed proposed Harbor and Marina Budgets. He advised dock improvements, change out fuel monitoring system at the Marina, upgrade fuel delivery system, also Larry announced this will be his retirement year;
- Council Members weighed in what they thought the city staff was excelling at and what should be primary budgetary concerns for each department. The roads are a major concern.

GENERAL PUBLIC COMMENT – None

Hearing no further public comment, DuBord moved, Blasier seconded, the Council adjourned at 11:41a.m.

Respectfully submitted,

Phil DeMay
City Clerk

Approved: _____
Marc D. Tall, Mayor

**OFFICIAL PROCEEDINGS
CITY COUNCIL
PLANNING COMMISSION
DOWNTOWN DEVELOPMENT AUTHORITY
HISTORIC DISTRICT COMMISSION
CITY OF ESCANABA, MICHIGAN
Special Council Meeting
Thursday, January 9, 2020**

Pursuit to a special meeting notice posted December 18, 2019, the meeting was called to order by the Honorable Mayor Marc D. Tall at 12:00 p.m. in the Council Chambers of City Hall located at 410 Ludington Street.

Present: Mayor Marc D. Tall, Council Members Ralph B. Blasier, Tyler D. DuBord, and Karen S. Moore.

Absent: Mayor Pro Tem Peggy O'Connell.

Planning: Chairperson Christine Williams, Vice Chairperson James Hellermann, Secretary Craig Gierke, Deputy Secretary Paul Caswell, Commission Members Dominic Benetti, Richard Clark, and Stephen Davis.

Absent: Commission Members Brian Black and Kelvin Smyth.

DDA: Chairperson Dan Bender, Trustee Members Marc Tall, Mark Ammel, Patrick Jordan, Curt Spaulding, Pat Baribeau, and Peggy Berg.

Absent: Treasurer Andy Crispigna and Vice Chairperson Eric Swanson.

Historic: Vice Chairperson Judith Fouts, Commissioners Elizabeth Keller, Karen Lindquist, Monte Morrison, and Ellie O'Donnell.

Absent: Chairperson Don Curran and Secretary Suzell Eisenberger.

Also Present: City Manager Patrick S. Jordan, Phil DeMay City Clerk, DDA Director Ed Legault, Christopher Germain and Jennifer Tucker of the Michigan Economic Development Corporation (MDEC), City Planning Administrator Roxanne Spencer, media and members of the public.

ADJUSTMENTS TO THE AGENDA

Blasier moved, DuBord seconded, **CARRIED UNANIMOUSLY**, to approve the agenda as submitted.

CONFLICT OF INTEREST DECLARATION – None

NEW BUSINESS

NB-1 Presentation/Discussion – Michigan Economic Development Corporation (MEDC) – Report of Findings.

The Michigan Economic Development Corporation presented its findings and recommendations for aligning the City of Escanaba's development practices with

City Council Minutes
January 9, 2020 – continued

Redevelopment Ready Community Best Practices as the City moves toward re-certification.

Christopher Germain and Jennifer Tucker of the Michigan Economic Development Corporation (MDEC) presented an interactive slideshow on Redevelopment Ready Communities (RRC) City of Escanaba's Recertification. The RRC Program was a statewide program that certifies communities as "development ready" based on effective policies, efficient processes and broad community support. Christopher Germain and Jen Tucker provided a Redevelopment Ready Communities Report of Findings. (See Attachment – A).

COMMISSION/STAFF COMMENT AND ANNOUNCEMENTS

Council Members, Planning Commissioners, DDA, and Historic District Commissioners discussed their concerns and support of Redevelopment Ready Communities (RRC) City of Escanaba's Recertification.

GENERAL PUBLIC COMMENT – None

Hearing no further business or public comment, the meeting adjourned at 1:09 p.m.

Respectfully submitted,

Phil DeMay
City Clerk

Approved: _____
Marc. D. Tall, Mayor

Redevelopment Ready Communities

Escanaba Recertification



Snapshot



Original RRC Engagement: May 2015

Original RRC Certification: April 12, 2017

Certification Expires: April 12, 2020

10th community in the state to achieve certification – 1st in the Upper Peninsula

Since certification, the city has experienced significant turnover in staff tasked with maintaining RRC certification.

Escanaba has been an early recipient of assistance from the Redevelopment Services Team to help foster development on the former Delta County Jail building.



**BUSINESS
DEVELOPMENT**

**COMMUNITY
DEVELOPMENT**

PURE *M*ICHIGAN®

Community Development

Supporting the growth of vibrant, diverse
and sustainable communities across Michigan



redevelopment ready
communities®



Empower communities to shape their future by establishing a solid foundation to retain and attract business investment and talent.



**RRC
GUIDING
PRINCIPLES**

**COMMUNITY
VISION**

**SELF-
HELP**

PARTNERSHIPS

EFFICIENT

IMPLEMENTATION

PROACTIVE

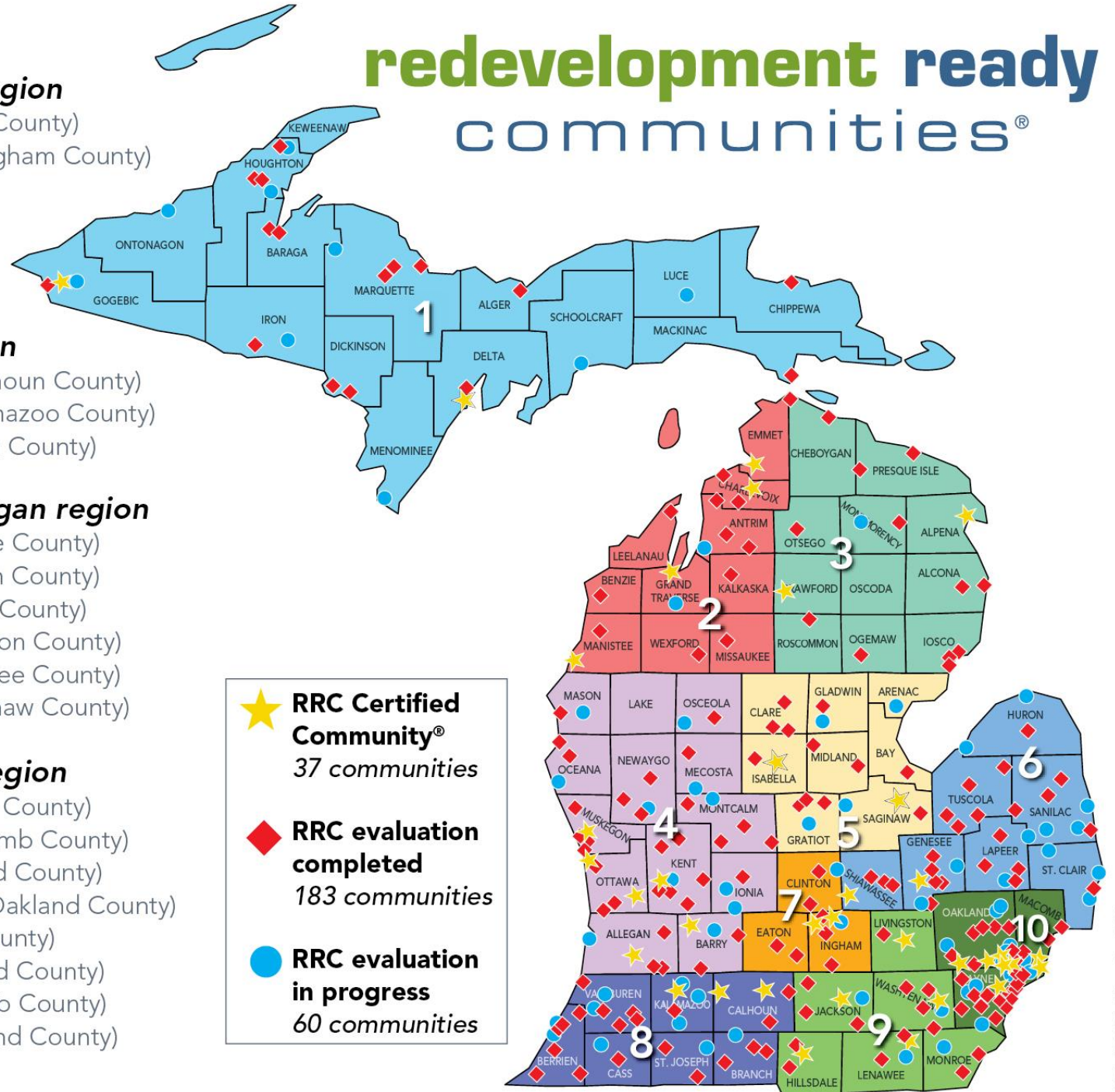
PREDICTABILITY

TRANSPARENT

redevelopment ready communities®

- 1 Upper Peninsula region**
 - ★ Bessemer (Gogebic County)
 - ★ Escanaba (Delta County)
- 2 Northwest region**
 - ★ Boyne City (Charlevoix County)
 - ★ Manistee (Manistee County)
 - ★ Petoskey (Emmet County)
 - ★ Traverse City (Grand Traverse County)
- 3 Northeast region**
 - ★ Alpena (Alpena County)
 - ★ Grayling (Crawford County)
- 4 West Michigan region**
 - ★ Allegan (Allegan County)
 - ★ Grand Haven (Ottawa County)
 - ★ Grand Rapids (Kent County)
 - ★ Hudsonville (Ottawa County)
 - ★ Middleville (Barry County)
 - ★ Muskegon (Muskegon County)
- 5 East Central Michigan region**
 - ★ Mt. Pleasant (Isabella County)
 - ★ Saginaw (Saginaw County)
- 6 East Michigan region**
 - ★ Laingsburg (Shiawassee County)
 - ★ Swartz Creek (Genesee County)

- 7 South Central region**
 - ★ Lansing (Ingham County)
 - ★ Meridian Twp. (Ingham County)
- 8 Southwest region**
 - ★ Battle Creek (Calhoun County)
 - ★ Kalamazoo (Kalamazoo County)
 - ★ Marshall (Calhoun County)
- 9 Southeast Michigan region**
 - ★ Hillsdale (Hillsdale County)
 - ★ Howell (Livingston County)
 - ★ Jackson (Jackson County)
 - ★ Pinckney (Livingston County)
 - ★ Tecumseh (Lenawee County)
 - ★ Ypsilanti (Washtenaw County)
- 10 Detroit Metro region**
 - ★ Dearborn (Wayne County)
 - ★ Eastpointe (Macomb County)
 - ★ Ferndale (Oakland County)
 - ★ Lathrup Village (Oakland County)
 - ★ Novi (Oakland County)
 - ★ Oak Park (Oakland County)
 - ★ Roseville (Macomb County)
 - ★ Southfield (Oakland County)



- ★ **RRC Certified Community®**
37 communities
- ◆ **RRC evaluation completed**
183 communities
- **RRC evaluation in progress**
60 communities



redevelopment ready
communities®

BEST PRACTICES



1. Community plans and public outreach
2. Zoning regulations
3. Development review process
4. Recruitment and education
5. Community prosperity
6. Redevelopment Ready Sites®



RRC BEST PRACTICES:

Community plans and public outreach

RRC BEST PRACTICES:

Community plans and public outreach

THE PLANS...

Goals

Actions

Timelines

Responsible parties

IMPLEMENTATION!



RRC BEST PRACTICES:

Zoning regulations



Mix of housing types

Non-motorized transportation

Concentrated areas of development by-right

Flexible parking

A close-up photograph of a person's hands writing on a white document with a silver pen. The person is wearing a blue shirt. In the background, there is a stack of colorful folders in shades of pink, orange, green, and blue. A dark blue horizontal band is overlaid across the middle of the image, containing white text.

RRC BEST PRACTICES:

Development review process

RRC BEST PRACTICES:

Development review process



PREDICTABILITY!



RRC BEST PRACTICES:

Recruitment and education





RRC BEST PRACTICES:
Community prosperity



RRC BEST PRACTICES:

Redevelopment Ready Sites[®]



RRC BEST PRACTICES:

Redevelopment Ready Sites[®]

TRADITIONAL WAY

Community waits for developer to propose a project.

Community input occurs after the city receives a proposal from a developer.



RRC APPROACH

Community markets opportunities to developers.

Community seeks input to identify sites and establish vision.
Uses/provides data.



Certification is the signal that your community is open for business



Technical assistance match funding

3rd party review



Continued technical assistance



On-going partnership



Prioritization for community development funding tools

RRC CERTIFIED AND BEYOND

Predevelopment assistance

General technical assistance funds

Site marketing assistance

Access to the Redevelopment Services Team

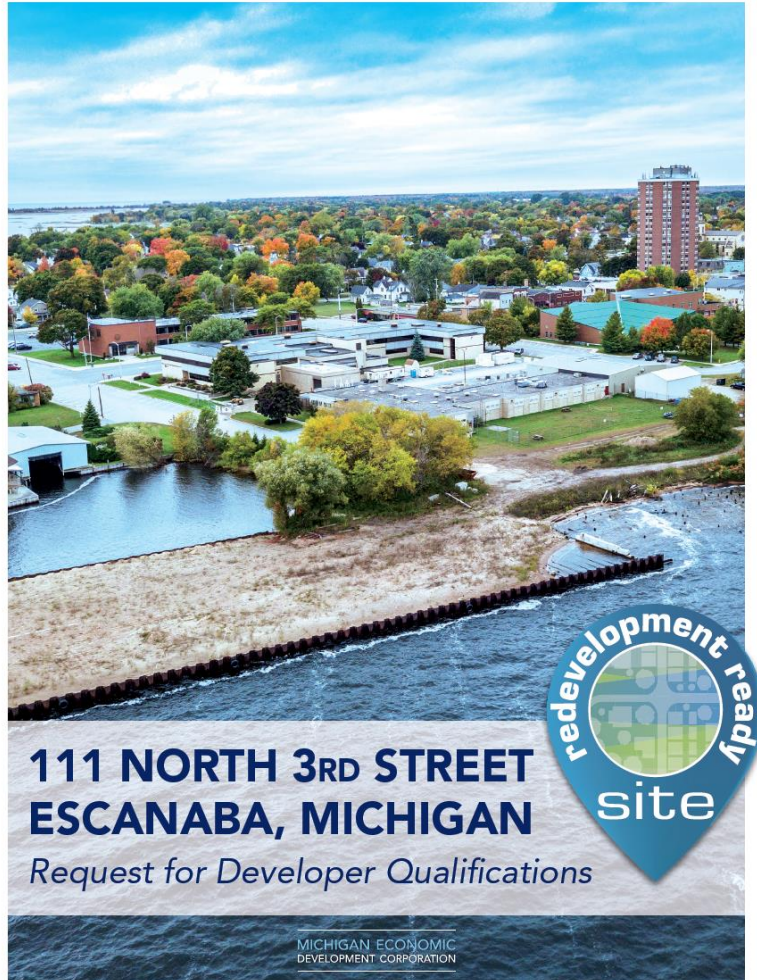
Site Showcase events

Community promotion/social media

Conferences and training

Networking

Redevelopment Services Team



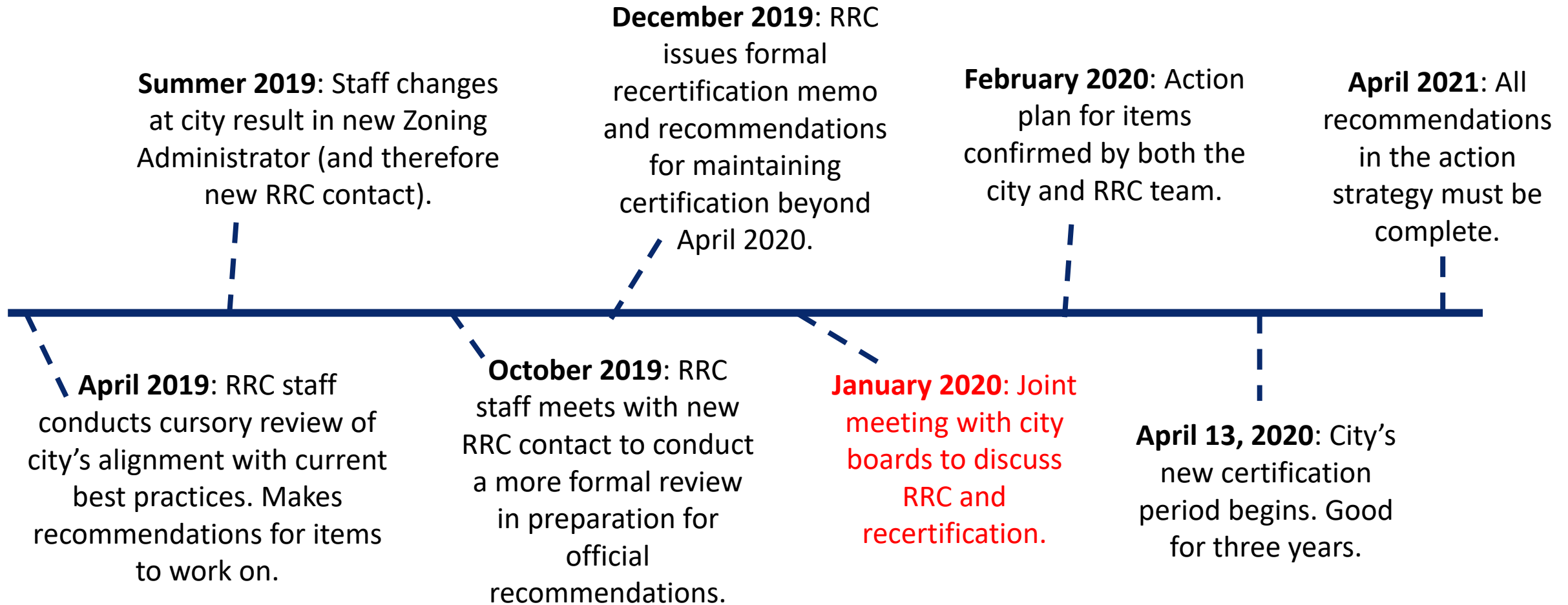
Created in 2018, the Redevelopment Services Team is a significant resource available ONLY to RRC CERTIFIED communities.

The team focuses on three key services:

1. High-quality and in-depth technical assistance
2. RRSites marketing and promotion
3. Developer relationship building and matchmaking

Escanaba has been working with the Redevelopment Services Team to redevelop the Delta County Jail building.

Recertification Process



Alignment with the current best practices

Things to note:

- RRC Best Practices have changed to some degree since the city's initial certification but not substantially.
- Many the yellow areas are internal processes which were in place but as is the case with any staff transition, may have inadvertently dropped off.

Escanaba is currently aligned with 45 percent of the Redevelopment Ready Communities® criteria and is partially aligned with another 55 percent.

<i>Evaluation Snapshot: Status of RRC Best Practices in Escanaba</i>						
1.1.1	1.1.2	1.1.3 (N/A)	1.1.4	1.2.1	1.2.2	1.2.3
2.1.1	2.1.2	2.1.3	2.1.4	2.1.5	2.1.6	2.1.7
2.1.8	3.1.1	3.1.2	3.1.3	3.1.4	3.1.5	3.1.6
3.1.7	3.1.8	3.2.1	3.2.2	4.1.1	4.1.2	4.2.1
4.2.2	4.2.3	4.2.4	5.1.1	5.1.2	5.2.1	5.2.2
6.1.1	6.1.2	6.1.3	6.1.4	6.1.5	6.1.6	

Recommendations for recertification

TABLE 1: RECOMMENDATIONS FOR RECERTIFICATION

Criteria	Description	Proposed action to take
1.1.1	Master Plan	Update the planning commission annual report to include a progress update on the city's efforts to achieve the master plan goals and actions.
1.1.4	Capital Improvements Plan	Extend the CIP to include six years (currently only five).
1.2	Public Participation Plan	Update the public participation plan to remove outdated references and a more active evaluation component.
2.1	Zoning Regulations	CUPPAD is currently conducting a zoning audit using RRC funding. Once that audit is complete, there may be minor updates needed to fully align.
2.1.2	Zoning: <i>Concentrated development</i>	Add provisions to support at least one type of place making such as build-to lines, ground floor transparency, outdoor dining, etc., to support efforts to maintain a vibrant atmosphere in the downtown.
2.1.6	Zoning: <i>Parking flexibility</i>	Add at least one additional tool to clearly allow for creative parking solutions when minimums may not be applicable.
2.1.7	Zoning: <i>Sustainable infrastructure</i>	RRC is continuing to assess this criterion and may have additional recommendations. Those should be confirmed by the end of December.
3.1.3	Development Review Process: <i>Conceptual meetings</i>	Clearly advertise the availability of conceptual review meetings on the website. Create a checklist or guidance document outlining how to prepare and what will be covered.

Recommendations for recertification

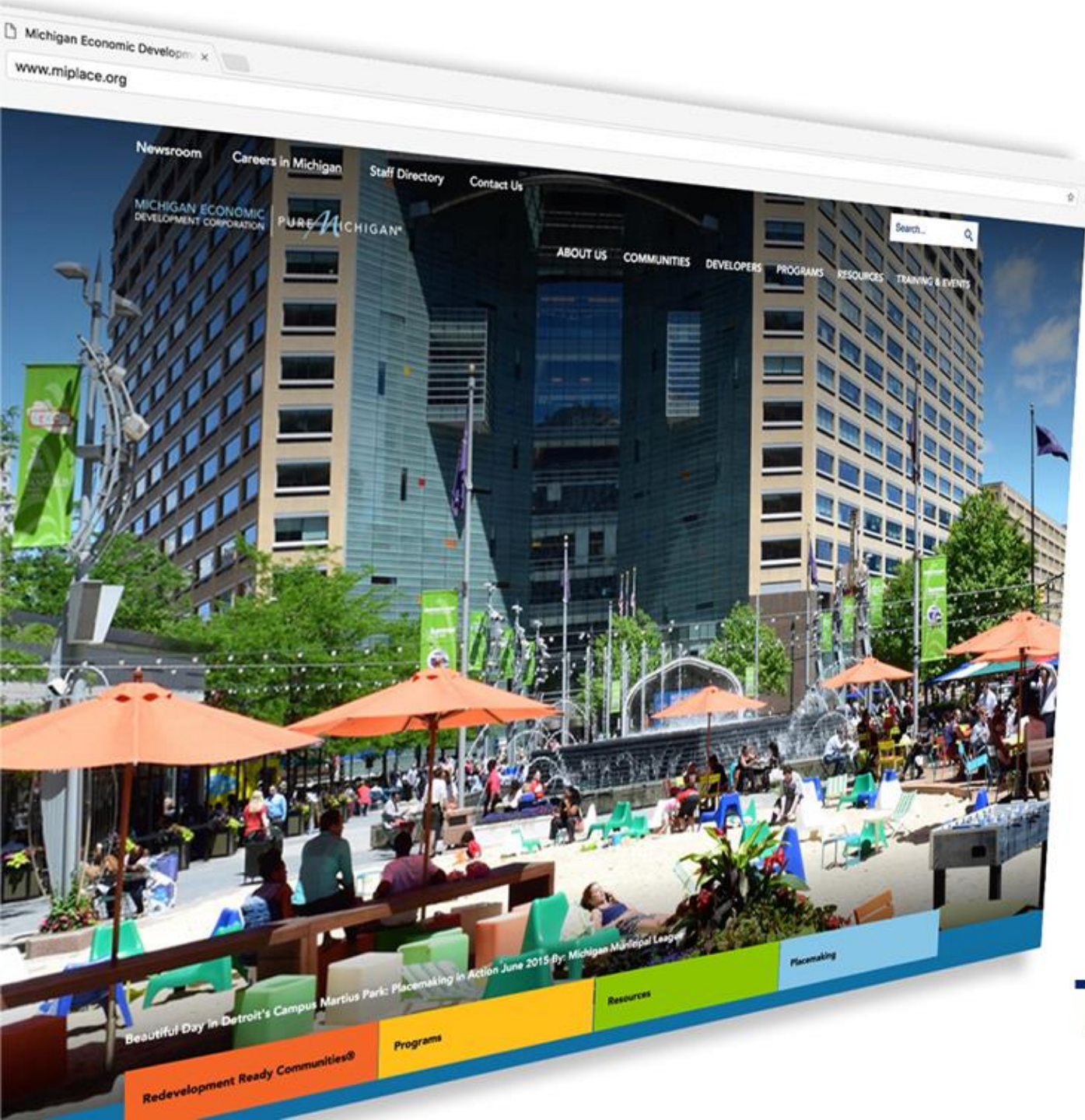
3.1.5	Development Review Process: <i>Internal review process</i>	Document the internal review process, from application to zoning permit.
3.1.6	Development Review Process: <i>Prompt action</i>	Remove the required public hearing for permitted uses. This hearing is not legally required and adds cost, time, and uncertainty for projects which much legally be approved as long as they meet the zoning ordinance requirements.
3.2.1	Guide to Development	Develop a more detailed online guide to development as part of the new website.
4.1.1	Recruitment and Orientation	Develop position descriptions for development-related boards. Document the appointment process from application to orientation.
4.1.2	Recruitment and Orientation	Complete the city's current efforts to create a boards and commissions handbook, including orientation sections.
4.2.2	Recruitment and Education: <i>Strategy and tracking</i>	Create training strategies for development-related boards and commission.
4.2.2	Recruitment and Education: <i>Consistent reminders</i>	Add training as a standing agenda item for development-related boards.
4.2.4	Recruitment and Education: <i>Joint meeting</i>	Hold a joint meeting or training with council, planning commission, and DDA (others as desired) at least annually.
5.1.2	Economic Development Strategy: <i>Reporting</i>	Included the master plan; incorporate the annual progress update into the planning commission annual report.
5.2.1	Marketing and Promotion: <i>Marketing strategy</i>	Review the city's marketing strategy from 2017 and identify next steps with key partners, including a matrix of actions and responsible parties.
6.1	Redevelopment Ready Sites	Identify a third priority site and provide the requested information to MEDC to complete three site information sheets.

Helpful Tool: Trello

The screenshot displays a Trello board titled "Escanaba - Certification Maintenance (R1)" with a green background. The board is organized into several columns, each representing a different stage of the certification process. The top navigation bar includes "Boards", "MEDC Community Development BC", "Team Visible", and "Invite".

- To Do:** A list of tasks with due dates and assignees. Tasks include updating DDA agenda, establishing annual meetings, including reports in the annual report, updating participation plans, and finishing handbook updates.
- Ready for RRC Review & General Questions:** A "Helpful Hints" section with instructions on how to use the board for review and questions.
- Completed Recertification Items (RRC Planner Only):** A list of completed tasks, such as updating the fee schedule and providing documentation for training attendance.
- Annual Tasks:** A "Helpful Hints" section explaining that these tasks are annual and will be confirmed by the RRC planner.
- Best Practice Items - Status:** A list of items with status indicators (e.g., "Partially Aligned", "Fully Aligned") and progress bars. Items include Master Plan, Downtown Plan, Capital Improvement Plan, Documented Plan, Proactive Engagement Activities, and Outcomes & Evaluation.
- Priority Sites:** A list of sites with status indicators and progress bars. Sites include Ludington House, Ludington House #2, Masonic & Remax Buildings, and Delft Theatre.
- RRC Documents & Resources:** A list of documents and resources, including a Certification Report, MOU, RRC Handbook, and Training Records.

Each card in the lists includes details such as due dates, assignees, and progress indicators. The board also features a "Calendar" and "Map" view, and a "Board Export" option.



RESOURCES

www.miplace.org

LinkedIn:

MEDC Community
Development

Facebook:

@MiPlaceNews

Twitter: @MiPlaceNews

RRC Online Resource Library

The Redevelopment Ready Communities program is committed to providing ongoing support and technical assistance to our engaged and certified communities as they seek to build strong planning and development processes that are efficient, predictable and transparent. RRC has compiled a number of guides to provide step-by-step guidance for addressing many of the best practice deliverables ranging from plan reviews to packaging your priority redevelopment sites. The team has also created a handful of templates which can be customized to fit your community.

Questions on any particular document should be directed to your community's [RRC Planner](#). If you don't find what you're looking for here, we encourage you to contact your planner to talk further about your needs.

Guides +

- [Capital Improvements Plan Guide](#)
- [Economic Development Strategy Guide](#)
- [Developer Request for Qualifications \(RFQ\) Guide](#)
- [Enabling Better Places - User' Guide to Zoning Reform](#)
- [Guide to Development Guide](#)
- [Master Plan Update Guide](#)
- [Marketing and Branding Strategy Guide](#)
- [Public Participation Strategy Guide](#)
- [Redevelopment Ready Sites Guide](#)
- [Waterfront Best Practices](#)
- [Waterfront Best Practices Toolkit](#)
- [Website Guide](#)

Templates +

Handbook & Self Evaluation Form +

RRC Webinar Series +

News & Success Stories +

RRC Online Library

More than 150 guides, templates, examples from RRC communities, and other resources.

www.miplace.org/rrclibrary



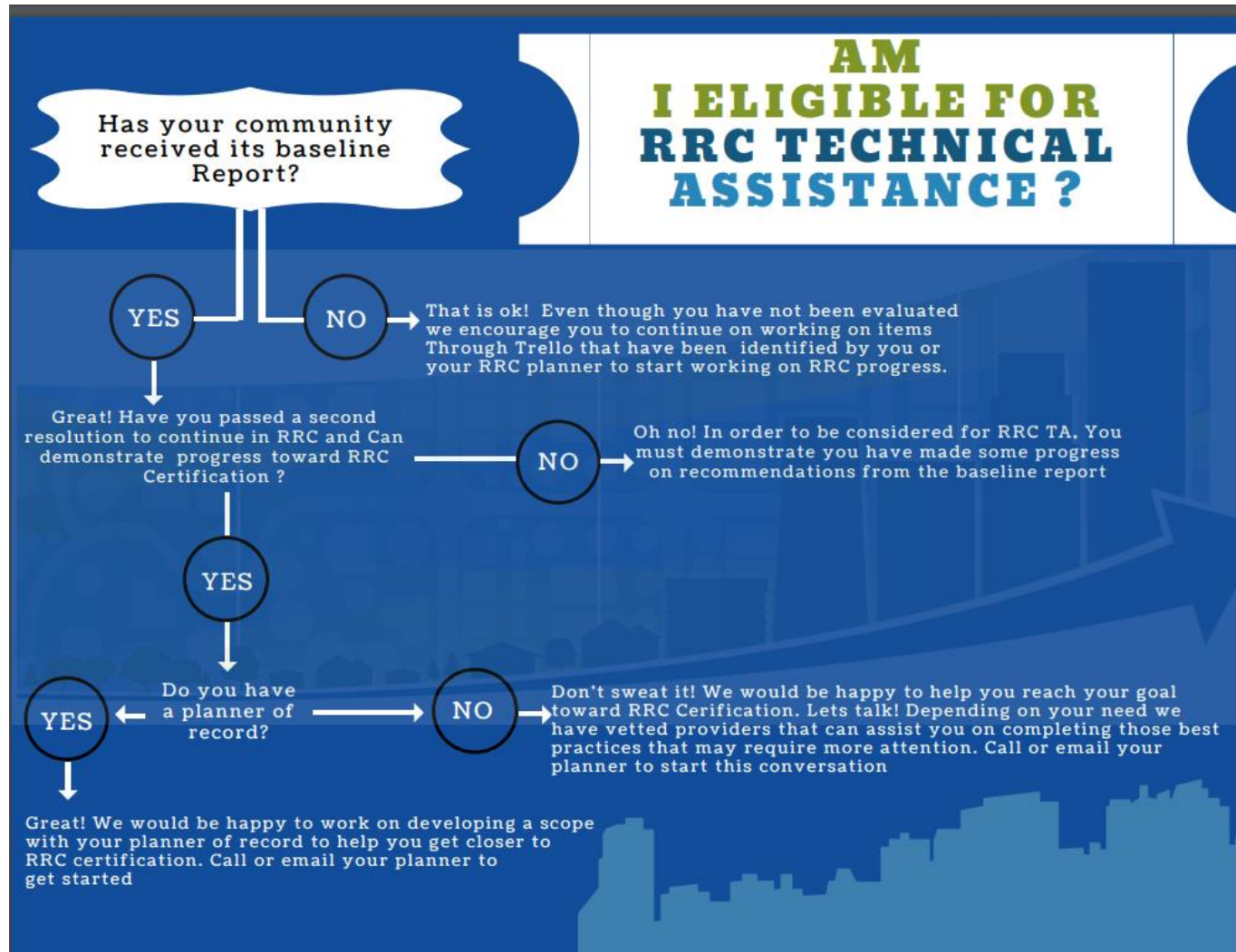
Community Development Virtual Office Hours

Community Development Virtual Office Hours

Every other Tuesday from 9:00 -
12:00am.

MEDC CD staff available to
answer any CD-related
questions from communities or
partners.

www.miplace.org/elearning



RRC Technical Assistance Match Funding

RRC may provide support to communities on a case-by-case basis for any project that would help it get closer to certification.

Community must be evaluated, have decided to continue with the program, and made some progress on their own.

Funding can support **up to 75%** of a project's cost.

www.miplace.org/rrcta



MARK YOUR CALENDARS

for the newly launched **Community Development Webinar Series** coordinated by Michigan Main Street and Redevelopment Ready Communities®. The webinar series has been developed to help provide your community with targeted resources related to any of your community development needs, whether it be fulfilling the RRC Best Practices, or successfully revitalizing and managing your community's downtown or urban neighborhood commercial district.

WHO SHOULD ATTEND

Webinars are ideal for staff, officials (elected or appointed), and local stakeholders in communities currently engaged or certified in RRC and communities with a downtown or urban neighborhood commercial district management organization (DDA, PSD, BID/BIZ, non-profit, etc.)

COST

Webinars are offered at **no cost**.

REGISTER

For information about how to register, visit www.miplace.org/elearning.



2020 DATES

- January 9** Economic Development 101 for Local Officials
- February 6** Historic Preservation 101 for Local Officials
- February 19** BID/BIZ/PSD Overview**
- March 18** Top 40 Best Practices for Downtown Management
- April 2** Blight Management Approaches for Local Governments
- May 7** Stories from the Front Line: Small-scale Developer Experiences
- May 27** Downtown Business Recruitment 101
- June 4** Financing Mixed-use Development 101
- July 22** Place Management Organization Essentials**
- August 26** Volunteer Recruitment and Management
- September 3** Community Development Tools: Working with External Partners
- September 16** Fund Development Strategies

*** These webinars are specifically tailored to urban neighborhood commercial district management; however, the content can provide insight to broad community development initiatives.*

CONTACT the RRC team (RRC@michigan.org) or MMS team (michiganmainstreet@michigan.org) with questions.

MiPlace eLearning Webinar Series 2020

Twelve, FREE webinars available to any community.

Recordings will be available in the RRC Library.

Registration will be live within the next week.

www.miplace.org/elearning

RRC Best Practice Training Series 2020

WHO SHOULD ATTEND

Staff, officials (elected or appointed) and local stakeholders from currently engaged or certified RRC communities, or those considering engaging in RRC.

WHAT: Detailed information, examples and implementation steps for achieving a solid planning, zoning and development foundation. An opportunity to network with communities pursuing the same goals of efficiency, transparency and predictability.

WHY: For already engaged communities, these trainings offer an opportunity to refresh on RRC best practices or introduce the best practices to new staff and officials. For non-engaged communities, training is required prior to formal engagement.

COST: Trainings are being offer at no cost; however, if you sign up and cannot make it to training, please email the RRC team at RRC@michigan.org to avoid a \$50 cancellation fee. A light breakfast and lunch will be included.

REGISTER:

February 4: <https://cvent.me/yRXgw2>

March 3: <https://cvent.me/OKkgzZ>

April 9: <https://cvent.me/Xk1RrG>

May 13: <https://cvent.me/WLkP27>

September 16–17: <https://cvent.me/3ErwYP>

NOTE: Training for RRC Best Practices 1–6 also continues to be available online, at no cost. This offers an opportunity for currently engaged communities to encourage additional staff, officials and stakeholders to learn about and become active participants in local RRC efforts. Register for the online training at www.miplace.org/RRctraining.

Contact the RRC team at RRC@michigan.org with questions.

BEST PRACTICES 1, 2, 3

TUESDAY, FEBRUARY 4 LANSING
Michigan Municipal League
208 North Capitol Avenue, #1, Lansing

THURSDAY, APRIL 9 DETROIT
SEMCOG
1001 Woodward Avenue, #1400, Detroit
Co-sponsored by SEMCOG as part of their
"SEMCOG University" series

BEST PRACTICES 4, 5, 6

TUESDAY, MARCH 3 LANSING
Michigan Municipal
208 North Capitol Avenue, #1, Lansing

WEDNESDAY, MAY 13 DETROIT
SEMCOG
1001 Woodward Avenue, #1400, Detroit
Co-sponsored by SEMCOG as part of their
"SEMCOG University" series

BEST PRACTICES 1–6

WED/THURS, SEPT. 16–17 ST. IGNACE
St. Ignace Library
110 West Spruce Street, St. Ignace

GENERAL SCHEDULE

BEST PRACTICES 1, 2, 3

8:30 a.m.–9 a.m.	Registration
9 a.m.–11:30 a.m.	Best Practice 1
11:30 a.m.–12:30 p.m.	Lunch
12:30 p.m.–4 p.m.	Best Practice 2 and 3

BEST PRACTICES 4, 5, 6

8:30 a.m.–9 a.m.	Registration
9 a.m.–11 a.m.	Best Practice 4
11 a.m.–12:30 p.m.	Best Practice 5
12:30 p.m.–1 p.m.	Lunch
1 p.m.–4 p.m.	Best Practice 6

RRC Best Practice Training Series 2020

Free training series for any
interested community.

Available in-person and online.

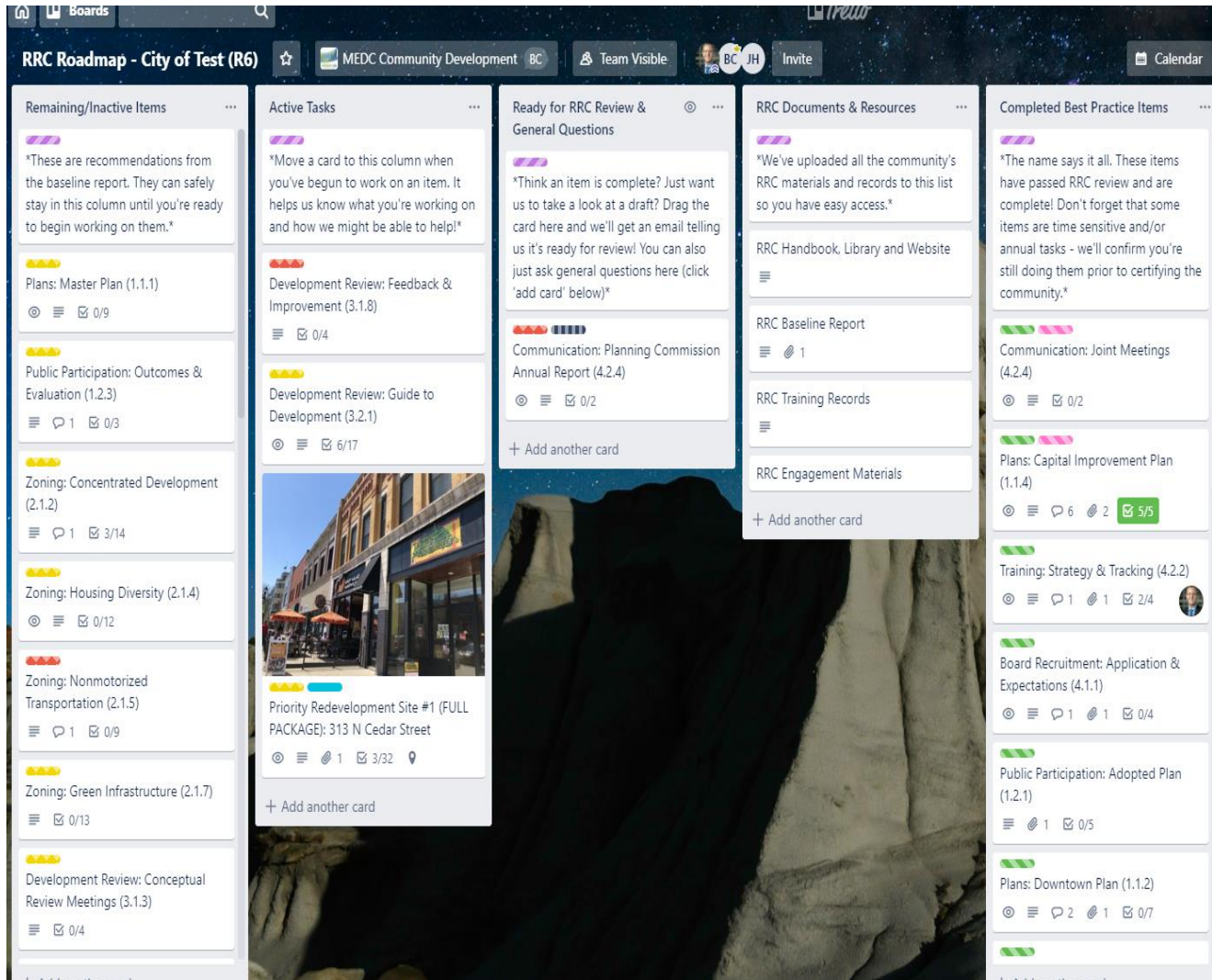
Online system is undergoing
improvements that should be
live in Spring 2020.

www.miplace.org/events
www.miplace.org/rrctraining



RRC Regional Workshops 2020

Looking at potentially two in
the UP for 2020. May and
August. Dates and topics TBD.



Trello

New, easier to manage online system to help communities actively track their status.

Increases collaboration, transparency and efficiency of the program.

All communities are expected to have at least initial access to the system by the end of the year.

Next Steps

1. Decide whether the city would like to maintain certification
2. Establish an action strategy for meeting the recertification recommendations
3. Complete most recommendations by April 12, 2020. (others may go past that date as agreed upon by city and RRC team)

Upcoming Events/Training

VIRTUAL OFFICE HOURS

Virtual Office Hours

Every other Tuesday (see www.miplace.org/events) for details – bottom of the page) | FREE
MEDC Community Development staff will be available to answer questions, talk through potential projects at a high level, or just hear what's on your mind related to community development.

MIPLACE WEBINAR SERIES

MiPlace eLearning Webinar Series

Next session: February 6 @ 10:00am – Historic Preservation 101 | FREE | [REGISTER](#)
Historic preservation can be an economic engine for communities, creating a sense of place that makes a community truly unique for residents, businesses and visitors. Join staff from MEDC – including the State Historic Preservation Office – to learn the basics of historic preservation and what you should know as a local elected official. See the full list for 2020 at www.miplace.org/elearning.

RRC BEST PRACTICES (IN PERSON)

RRC Best Practices 1/2/3 – Downtown Lansing

Tuesday, February 4th | 9:00am – 4:00pm | FREE | [REGISTER](#)
Join RRC staff and outside presenters to learn more about RRC Best Practices 1/2/3. Light breakfast and full lunch provided. Great for new officials, staff, consultants or anyone looking for a refresh. See additional training sessions at www.miplace.org/events.



Christopher Germain, AICP

Michigan Economic Development Corporation
Senior RRC Planner, Regions 1/6/Detroit

germainc2@michigan.org

517-599-5450

**OFFICIAL PROCEEDINGS
CITY COUNCIL
CITY OF ESCANABA, MICHIGAN
Regular Council Meeting
Thursday, January 16, 2020**

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, Ralph B. Blasier, Tyler D. DuBord, Karen S. Moore, 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.

Blasier moved, O'Connell seconded, **CARRIED UNANIMOUSLY**, to approve Regular Meeting minutes from January 2, 2020, as submitted.

ADJUSTMENTS TO THE AGENDA

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

CONFLICT OF INTEREST DECLARATION – None

BRIEF PUBLIC COMMENT – None

PUBLIC HEARINGS

PH-1 Public Hearing – Citizen Participation – 2020/21 Fiscal Year Budget Preparation.

Each year, Council holds public hearings to facilitate input from citizens for the upcoming FY2020/21 fiscal year budget. This was the first of five (5) scheduled public hearings.

This being a public hearing, Mayor Tall asked for public comment.

Patty Woerpel – Vice Chair of the Recreation Advisory Committee – discussed the tennis courts down at Ludington Park. She recommended Council to approve the renovation of the tennis courts.

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

UNFINISHED BUSINESS – None

NEW BUSINESS

NB-1 Approval – Deficit Elimination Plan - Controller.

The Downtown Development Authority ended the 2019 fiscal year with a deficit fund balance of \$78,846. This was the result of the internal loan provided by the City to assist in payment for construction of the Marketplace. Administration sought Council approval of a resolution for the deficit elimination plan as required by the Michigan Department of Treasury.

“**NB-1** Resolved by Council Member Blasier, seconded by Council Member O’Connell;

**RESOLUTION 20-02
 DEFICIT ELIMINATION PLAN
 FOR THE DOWNTOWN DEVELOPMENT AUTHORITY FUND**

Whereas, The City of Escanaba’s Downtown Development Authority Fund has a \$78,846 deficit fund balance on June 30, 2019, and;

Whereas, 1971 PA 140 requires that a Deficit Elimination Plan be formulated by the local unit of government and file with the Michigan Department of Treasury;

Now therefore be it Resolved, That the City of Escanaba’s City Council adopts the following as the City of Escanaba’s Downtown Development Authority Fund Deficit Elimination Plan:

	2020	2021	2022
Unrestricted Net Position (Deficit) July 1	(\$78,846)	(\$6,499)	\$71,107
Revenue			
Taxes	295,000	300,900	306,918
Investment Earnings (Loss)	7,000	7,000	7,000
Other	9,000	9,000	9,000
Total Revenue	311,000	316,900	322,918
Expenditures			
Salaries, Wages and Overhead	94,533	96,424	98,352
Supplies	4,000	5,000	5,000
Professional Services	36,600	36,000	36,000
Telephones	2,650	2,650	2,650
Travel	350	350	350
Public Relations	18,100	18,100	18,100
Printing and Publishing	200	200	200

Insurance	2,570	2,600	2,625
Utilities	6,000	6,000	6,000
Maintenance of Lots/Sidewalks	19,500	19,500	19,500
Repairs to Structures	15,000	15,000	15,000
Repairs to Equipment	2,000	2,000	2,000
Rental of Equipment	3,000	3,000	3,000
Memberships and Dues	250	250	250
Education and Training	500	500	500
Capital Outlay	17,500	17,500	17,500
Books, Magazines and Periodicals	500	500	500
Interest Expense	12,900	11,220	9,525
Contributions to Other Funds	2,500	2,500	2,500
Total Expenditures	238,653	239,294	239,552
Revenue Over Expenditures	72,347	71,970	77,564
Ending Net Position	(\$6,499)	\$71,107	\$154,473

Be it further Resolved, That the City of Escanaba’s City Controller submits the Deficit Elimination Plan to the Michigan Department of Treasury for certification.

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

Ayes: Blasier, O’Connell, Moore, DuBord, Mayor Tall
 Nays: None

RESOLUTION DECLARED ADOPTED.”

NB-2 Discussion/Possible Action – Moratorium for New Hotel Construction.

Proxima requested a 3-year moratorium on any new hotel/motel construction within the City of Escanaba for a period of 3 years.

Mayor Tall suggested postponing this item until they meet with Proxima and get further information.

Mayor Tall moved, Blasier seconded, **CARRIED UNANIMOUSLY**, to postpone this item until they meet with Proxima.

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

BOARD, COMMISSION, AND COMMITTEE REPORTS

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

GENERAL PUBLIC COMMENT – None

ANNOUNCEMENTS – None

Hearing no further public comment, O'Connell moved, the Council adjourned at 7:13 p.m.

Respectfully submitted

Phil DeMay
City Clerk

Approved: _____

Marc D. Tall, Mayor

DRAFT

Agenda Item: PH-1
Date: 02-06-20

City Council Agenda Item Request

Date: 1/29/20

Name: Bob Becotte

Department: Engineering

Item: Public Hearing on a proposed CDBG IR grant application

Meeting date requested: 2/6/20

Explanation for request:

A Public Hearing will be held regarding the city's proposed application for a Community Development Block Grant Infrastructure and Resiliency (CDBG IR) grant.

**NOTICE OF PUBLIC HEARING
MICHIGAN COMMUNITY DEVELOPMENT BLOCK
GRANT FUNDING**

Ludington Street Infrastructure and Resiliency Project Application
The City of Escanaba will conduct a public hearing on a proposed Community Development Block Grant application during its regularly scheduled council meeting on Thursday, February 6, 2020 at 7:00 p.m. in Council Chambers, City Hall, 410 Ludington Street, Escanaba, MI. The proposed application is funding improvements to the aging water, sewer and storm water lines under Ludington Street from the lift station near 1st Street to 5th Street as well as street repaving. The City is proposing to request \$1.7 million in CDBG funds with a local match of \$800,000. The project will benefit at least 51% low to moderate income persons within the city of Escanaba.

A copy of the Community Development Plan and CDBG application is available for review at the City DPW offices, 1715 Sheridan Road, Escanaba; please contact the Public Works Department at 786-1842.

Persons wishing to comment on the application or have questions about the application are encouraged to attend the public hearing.

Written comments may be submitted to DPW, P.O. 948,
Escanaba, MI 49829.

**Phil DeMay
City Clerk
City of Escanaba**

Agenda Item: NB-1
Date: 02.06.20

City Council Agenda Item Request

Date: 1/30/20

Name: Bob Becotte

Department: Engineering

Item: Resolution of support to apply for a CDBG IR grant

Meeting date requested: 2/6/20

Explanation for request:

Administration is requesting a resolution of support to apply for a Community Development Block Grant Infrastructure and Resiliency (CDBG IR) grant. The proposed project is the replacement of the aging infrastructure in Ludington Street from the lift station near the Municipal Dock to 5th Street, including curbing, paving and sidewalk replacement. The project would be Phase I of the Ludington Street Reconstruction project.

MICHIGAN ECONOMIC
DEVELOPMENT CORPORATION

Community Development Block Grant Infrastructure and Resiliency Application

For eligible activities administered by the Michigan Economic Development Corporation (MEDC)
on behalf of the Michigan Strategic Fund (MSF)

Revised 12.19.19

PURE MICHIGAN®

Refer to the separate Instruction document when completing the Community Development Block Grant Infrastructure and Resiliency (CDBG) Application. The review of the proposed project will be based solely on the Unit of General Local Government's (UGLG's) responses and attachments. The MEDC will not seek clarifications. The numbered sections below coincide with the numbered sections in the Instructions.

1. UNIT OF GENERAL LOCAL GOVERNMENT (UGLG) IDENTIFICATION SUMMARY			
		FUNDING SOURCE TOTALS	
Unit of General Local Government (UGLG)	City of Escanaba	CDBG	\$1,700,000
Street/PO Box	410 Ludington Street/ PO Box 948	UGLG	\$ 804,310
City	Escanaba	Other	\$ [REDACTED]
County	Delta	Other	\$ [REDACTED]
State/Zip	MI 49829	Other	\$ [REDACTED]
Chief Elected Official Name	Mare D. Tall	Other	\$ [REDACTED]
Chief Elected Official Title	Mayor	Total	\$2,504,310
Chief Elected Official Email	mtall@escanaba.org		
UGLG Project Contact (PC) Name	Robert Becotte, PE	(Refer to Section 1(C) of the Instructions)	
UGLG PC Title	Public Works Director	UGLG's SAM# 46XZ8	
UGLG PC Address	1715 Sheridan Road PO Box 948 Escanaba, MI 49829	(Refer to Section 1(D) of the Instructions)	
UGLG PC Telephone Number	[REDACTED]	UGLG's DUNS Number 086183043	
UGLG PC Fax Number	[REDACTED]	(Refer to Section 1(E) of the Instructions)	
UGLG PC E-Mail Address	rbecotte@escanaba.org	UGLG's Federal Tax Identification Number 38-6004679	
(Refer to Section 1(F) of the Instructions) UGLG's Fiscal Year End	June 30		
2. STATE GOVERNMENT REPRESENTATION			
Senator Name	Ed McBroom Beau	Senate District	38
Representative Name	Beau LaFave	House District	108
3. FEDERAL GOVERNMENT REPRESENTATION			
Representative Name	Jack Bergman	Congressional District	MI-1

4. AUTHORIZED UGLG OFFICIAL

Signature and Date

Name and Title

Maro D. Tall, Mayor

E-Mail Address

mtall@escanaba.org

5. ELIGIBILITY REQUIREMENTS

A. Check all eligibility requirements that apply (To qualify, all must be applicable):

- The UGLG is a community where 51% of the individuals reside in low to moderate income households (Question 11A)
- The UGLG did not receive a 2016 or 2017 ICE Grant or a 2018 Frozen Water Grant
- The project will be completed by December 31, 2021
- The grant request for traditional infrastructure is between \$500,000 and \$1,700,000, with up to an additional \$300,000 identified as additional costs related to Resiliency/Green Infrastructure water/sewer system improvements
- The UGLG has a committed cash match equal to 10% of the total project cost
- The UGLG has clearly demonstrated that the proposed project benefits the entire Low and Moderate Income Community (Question 11B)
- The proposed project is located on property owned by the UGLG and/or only an easement is needed
- The proposed project includes eligible activities for upgrading or replacing an existing public infrastructure system such as water, sewer, and wastewater and any associated infrastructure replacement and associated engineering
- The UGLG has a maintenance plan for the proposed project (Section 12, Attachment E)
- The UGLG has a Capital Improvement Plan (CIP) and the proposed project is specifically identified within the CIP as a non-maintenance capital expenditure (Section 12, Attachment J)
- The UGLG has a set of project plans and specifications (Section 12, Attachment M)

Comments:

6. PRIORITIES

A. Check all priorities that apply:

- The need for the proposed project has been clearly defined (Question 10(C)) and supports one or more of the following concerns (check all that apply):
 - Health, Sanitation, and Security;
 - Aging Infrastructure;
 - Sustainability;

- The community does not have more than 1 open CDBG grant or executed LOI

- The community is a Low to Moderate income Community
 - 51-55%
 - 56-60%
 - 61-65%
 - 66% and above

- The community has leveraged local matching funds
 - 10%
 - 11-15%
 - 16-20%
 - 25% and above

Comments:

7. ADMINISTRATION

A. Identify who will be responsible for administering the proposed project (Check One):

NOTE – Administrative contracts cannot be signed until authorized by the MEDC.

- A MEDC CGA will administer the project. The CGA has not yet been selected and the contract amount is unknown. The contract has not yet been signed, the MSF will fund the costs, and the administration line item on the CDBG budget (Attachment A) has been left blank.
- A MEDC CGA on the staff of the UGLG will administer the project. These costs are not eligible as match or CDBG reimbursement. The administration line item on the CDBG budget (Attachment A) has been left blank. Provide the name and contact information for the MEDC CGA person at the UGLG who will be responsible for administering the proposed project:

Name: [REDACTED]
Business Address: [REDACTED]
Phone #: [REDACTED]
E-mail: [REDACTED]

8. UGLG CAPACITY AND CONFLICT OF INTEREST

A. Does the UGLG have open CDBG grants, including CDBG housing grants, or executed Letters of Intent (LOI) related to a CDBG project?

Yes

No

If yes, please provide the grant number(s) and project name in the case of a LOI:

MSC 218001-CDF: City of Escanaba, 2019 Façade Project

B. Does the UGLG have any unresolved CDBG grant issues and/or findings?

Yes

No

If yes, please provide the grant number and explain the issues and/or findings:

C. Conflict of Interest, check all that apply:

Employees, agents, consultants, officers, elected or appointed officials of the UGLG will obtain a financial interest or benefit from a CDBG assisted activity or will have an interest in any contract, subcontract or agreement with respect thereto, or in the proceeds hereunder, either for themselves or for those with whom they have family or business ties, during their tenure or for one year thereafter.

Officials and staff of the UGLG will be a party to contracts involving the procurement of goods and services assisted with CDBG funds.

No conflicts

9. UGLG FUNDING SOURCES

A. Check the specific funding source(s) that the UGLG's committed cash match will be comprised of:

****SPECIAL ASSESSMENTS ARE NOT ALLOWED****

- General Fund
- Road, Water, and/or Sewer Funds
- DDA or other like district Funds
- Bonding (See instructions for limitations)
- Currently, Community is RRC Certified
- Other

Describe other funds:

B. Check the specific funding source(s) that the "Other" committed cash match will be comprised of:

- Other grants and/or loans where agreements are in place and the funds are immediately available
- Act 51 Funds that are immediately available
- Other public and/or private cash that is immediately available
- Other funds that are immediately available

Describe ALL "Other" funds:

10. PROJECT SCOPE AND PROGRAM REQUIREMENTS

A. Compliance Requirements. Check all that apply:

- The project will impact historic properties or archaeological sites and districts.
- The project will impact wetlands.
- The project is located in a floodplain and/or will impact a floodplain.
- The project is located in a coastal zone.
- The project will require local, state, and federal permits.
- The project will result in the acquisition of easements.
- The project will result in the demolition or conversion of residential dwelling units, both occupied and vacant.
- The project will result in temporary or permanent relocation of businesses, non-profit organizations, homeowners, or tenants.
- The project will result in special fees (i.e., tap in / hookup fees, special assessments).
- None of the above

Describe all that apply:

Impact historic properties: The project will be located within the **Escanaba Central Historic District** which is primarily linear in form along Ludington Street extending from the House of Ludington in the 200 block westward to the intersection of South 19th Street.

Required permits: The following permits from EGLE will be applied for: Michigan Act 451, Part 41 Wastewater System Permit and Michigan Act 399 Water Supply Construction Water Main Permit. Local Soil Erosion Permit. No federal permits will be required for the completion of this project.

B. Provide a clear and concise description of the overall proposed project.

The proposed Escanaba Ludington Street CDBG-IR project is intended to address infrastructure deficiencies on the east end of Ludington Street between 1st and 5th Streets. Work elements for the project include the following:

- a) **Sanitary Sewer:** Sanitary sewer on east Ludington Street serves as a major collector sewer for the City's business district and city residential neighborhoods. The majority of the sanitary sewers are believed to be the original construction materials from before 1900. Sewers flow to the Ludington Street Wastewater Pump Station (the City's largest) located at the 1st Avenue right-of-way. The sewer is 20" diameter vitrified clay pipe (VCP) with primarily brick manholes, both of which are well past their typical useful life.
- b) **Storm Sewer:** Storm drainage in the proposed project area consists of 18" to 20" VCP sewers and mostly brick manholes (dating from the 1930s) draining north to an existing storm sewer and outfall for the City's 1st Avenue North drainage system. Insufficient capacity and structurally suspect components have contributed to drastic, well-publicized storm drainage problems along Ludington Street. The impervious nature of the drainage area (roof tops, parking lots, sidewalks, and street surfaces) dictates a significant sewer size increase to handle even moderate precipitation/storm events.
- c) **Water Main:** Project area existing water main is made up of 8" cast iron pipe dating from the 1930s with joint makeup typical of the period (leaded oakum). The pipe and the jointing method are well past the usual life of those materials and pose pressure tightness and structural integrity concerns. Existing pipe size is the minimum recommended where fire flow is provided, however given the age and value of the downtown building structures, an increase in capacity is not without reason.

d) Utility Services: Utility services from mainline piping to property line or right-of-way line is included in the proposed project scope. Service lines are generally replaced at the same time as mainline piping, as they are typically of similar age and technology. These would include water service lines, sanitary service laterals and storm laterals (for building roof drains and/or area drains.

e) Roadway Repair/Reconstruction: The City utilizes the Pavement Surface Evaluation and Rating (PASER) evaluation system for the street system to determine maintenance and replacement activity in a cost-effective manner. This portion of Ludington Street generally is rated poor and in need of reconstruction. The installation of the proposed subsurface utilities will require removal of the entire roadway due to the physical space required for new utility installation while keeping existing utility service operable. Providing adequate storm drainage will likely require road grade adjustments and adjacent curbing and catch basin location adjustments. Installation of sanitary, storm, and water service lines will require removal and replacement of much of the curb and sidewalk.

C. Based on the priority criteria selected in Section 6 (A), clearly describe the need for the proposed project.

Health, Sanitation, and Security:

The sanitary sewer in the project area is believed to be more than 100 years old. Deteriorated vitrified clay pipe allows infiltration of groundwater that may overwhelm the downstream pump station and exfiltration of wastewater that may reach Lake Michigan, only a few hundred feet away. Undersized storm drainage can also create flooding and backups which threaten residential, commercial and governmental properties. As the corroding, leaking water main is replaced, any lead or galvanized water service lines will be replaced to prevent heavy metal exposure.

Aging Infrastructure:

The pre-1900 vitrified clay sewer pipe and brick manholes no longer have reliable containment properties and are allowing clear water infiltration and inflow that reduces actual capacity for wastewater in pipes and the adjacent pump station. This is true of the main and the private service laterals. The storm sewers also predate a considerable amount of the area's roofing, pavement, and impervious surfaces and are therefore inadequate for current storm runoff. The aged 8" water main is also unlikely to meet modern, regulatory demands for fire flow. Much of the project area has received a PASER rating of "poor" or "failed" and has a definite need for reconstruction.

Sustainability:

This redevelopment work is a part of the systematic maintenance investment required by the City. Reducing demand on this portion of the collection system will improve capacity and quality at the centralized wastewater treatment plant. Increasing capacity for fire-flow will also protect public and private resources in the area.

D. Michigan's physical infrastructure is aging, diminishing its capacity to resist hazards. Preventing hazards events from becoming disasters depends upon the resilience of infrastructure systems.

Definition: Resiliency is the ability to prepare for anticipated hazards, adapt to changing conditions, and withstand and recover rapidly from disruptions. Activities, such as disaster preparedness—which includes prevention, protection, mitigation, response and recovery—are key steps to resilience.

Definition: Green Infrastructure is a cost-effective and resilient way to manage storm water, reduce the impact on existing drainage systems, and minimize downstream flooding and environmental impacts. It works by assuring that storm water runoff is detained and infiltrated, evaporated, or used close to its source. Infiltration measures may include, rain gardens, bio swales, wetland restoration, permeable pavements, urban tree canopy, planter gardens or trees along streets.

In the opinion of a licensed professional engineer (P.E.), confirm and include supporting evidence as Attachment N, that the plans included in the application meet the definitions of Resiliency/Green Infrastructure above.

- The proposed project includes improvements to the UGLGs water/sewer system that involves Resiliency or Green Infrastructure related items.
- The proposed project does not involve Resiliency or Green Infrastructure related items.

E. What is the square footage of the public space being improved or reactivated?
162,000 square feet (90 feet Right of Way x 1,800 linear feet)

F. In the below space, provide an overall project schedule that includes the anticipated start and completion dates (attachments are not acceptable).

Activities	Start Date	End Date
Design Engineering	March 23, 2020	June 15, 2020
Easement acquisition, if applicable	NA	NA
Bidding	June 23, 2020	July 24, 2020
Construction	September 1, 2020	November 15, 2021

Comments regarding timeline:

Design engineering will be completed using local funds prior to grant agreement; the city will request release of funds from the MEDC for engineering activities after receipt of Offer Letter.

11. NATIONAL OBJECTIVE

A. What percentage of the UGLG is comprised of low and moderate income persons?

57.60

B. Explain how the CDBG funded improvements will benefit the entire low and moderate income area.

Wastewater and stormwater pipe failures occurring within the project area would create backups or flooding throughout a considerable tributary area of the city. This possible catastrophe would have negative effect to residential areas within the city, of which 57.60% are low/moderate income. This infrastructure improvement will extend the life of downstream pump stations and the wastewater treatment plant, reducing the risks of untreated discharge into Lake Michigan. Improved water main could reduce unmetered water loss and provide higher quality water service to low/moderate income residents. Use of the CDBG funds for necessary infrastructure improvements will reduce future tax burden on those who may generally be least able to pay.

12. REQUIRED ATTACHMENTS – MUST BE LABELED AND ATTACHED IN ORDER

Attachment A - Project Budget (Use template Attachment A provided)

Attached?

Yes

Attachment B - Authorizing Resolution (Use template Attachment B provided)

Attached?

Yes

Attachment C - Preliminary cost estimates

Attached?

Yes

Attachment D - Detailed map showing all project activities

Attached?

Yes

Attachment E - Maintenance Plan

Attached?

Yes No If not explain:

Attachment F - Community Development Narrative

Attached?

Yes No If not explain:

Attachment Gi – UGLG Public Participation Certification (Use Form Attachment Gi provided)

Attached?

Yes

Attachment Gii - ***Published*** Public Hearing Notice (Use Template Gii provided)

Attached?

Yes

Attachment Giii - Brief description of the public hearing

Attached?

Yes

Attachment H – Certifications (Use Form Attachment H provided)

Attached?

Yes

Attachment I – Assurances (Use Form Attachment I provided)

Attached?

Yes

Attachment J – Capital Improvement Plan

Attached?

Yes No If not explain:

Attachment K - Anti Displacement and Relocation Assistance Plan (Use Template Attachment K provided)

Attached?

Yes No If not explain:

Attachment L – Evidence of Need (Section 6 Priority and Section 10, Question 10C)

Attached?

Yes

Attachment M - A copy of the preliminary project plans and specifications (Section 5 Eligibility)

Attached?

Yes No If not explain:

13. OPTIONAL ATTACHMENTS – MUST BE LABELED AND ATTACHED IN ORDER

Attachment N – Resiliency/Green Infrastructure Supporting Evidence (Section 10, Question 10D)

Attached?

Yes

No, supporting evidence is not available

Attachment O – If using bonds and/or Other Resources, evidence that the funds are available at the time of the application (Section 9, Question 9B)

Attached?

Yes

No, local match will not consist of bonds and/or the proposed budget will not consist of Other Resources

Attachment P – If applicable, identify any other applications related to infrastructure that includes a Federal or State agency as a source of funds.

Attached?

Yes

No, UGLG has not submitted other application for infrastructure funding to Federal or State agencies.

Additional Comments:

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ATTACHMENT A – PROJECT BUDGET

**City of Escanaba
Ludington Street Infrastructure and Resiliency Project**

PROJECT BUDGET						
ACTIVITY COSTS	CDBG	LOCAL	PRIVATE	OTHER	OTHER	TOTAL
Administrative Services	\$	\$	\$	\$	\$	\$
Engineering	\$0	\$ 302,125	\$	\$	\$	\$ 302,125
3 rd Party Environmental	\$	\$	\$	\$	\$	\$
Construction	\$1,700,000	\$ 502,185	\$	\$	\$	\$2,202,185
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
GRAND TOTAL	\$1,700,000	\$ 804,310	\$	\$	\$	\$2,504,310

ATTACHMENT B – AUTHORIZING RESOLUTION

AUTHORIZING RESOLUTION Ludington Street Infrastructure and Resiliency Project CDBG Program

WHEREAS, the Michigan Strategic Fund has invited Units of General Local Government to apply for its CDBG-Infrastructure and Resiliency (CDBG-IR) Competitive Funding Round; and

WHEREAS, the City of Escanaba desires to request \$1,700,000 in CDBG funds for improvements to the aging water, sewer and storm water lines under Ludington Street from the lift station near 1st Street to 5th Street with street repaving along with resiliency options related to identified storm water problems; and,

WHEREAS, the City of Escanaba commits local funds from its Major Street Fund, Wastewater Fund and Water Fund in the amount of \$804,310; and,

WHEREAS, the proposed project is consistent with the local Community Development Plan as described in the Application; and,

WHEREAS, the proposed project will benefit all residents of the project area and 57.60 percent of the residents of the City of Escanaba are low- and moderate-income persons as determined by census data provided by the U.S. Department of Housing and Urban Development; and,

WHEREAS, local funds and any other funds to be invested in the project have not been obligated/incurred and will not be obligated/incurred prior to a formal grant award, completion of the environmental review procedures and a formal written authorization to obligate/incur costs from the Michigan Economic Development Corporation.

NOW, THEREFORE, BE IT RESOLVED that the City of Escanaba hereby designates the Mayor as the Environmental Review Certifying Officer and the person authorized to certify the Michigan CDBG Application, and the City Manager as the person authorized to sign the Grant Agreement, payment requests, and the person authorized to execute any additional documents required to carry out and complete the grant.

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

Ayes:

Nays:

Escanaba, MI											
East Ludington Street CDBG-IR Project											
Project Number 20-xxxx											
Opinion of Probable Project Costs											
Date: 12-31-19											
Last Revision: 01-23-2001-27-20 (revised per City review comments)											
Ludington Street Between 1st Street ROW & 5th Street											
Item	Description	Unit	Price	Wastewater Related		Water Related		Drainage & Streets Related		TOTALS	
				Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
101	General Conditions, Bonds, Insurances, and Mobilization	LS	\$50,000	0.3	\$15,000	0.2	\$10,000	0.5	\$25,000	1.0	\$50,000
102	Public Relations Program	LS	\$2,500	0.3	\$750	0.2	\$500	0.5	\$1,250	1.0	\$2,500
103	Preconstruction Audiovisual Coverage	LS	\$3,000	0.3	\$900	0.2	\$600	0.5	\$1,500	1.0	\$3,000
104	Environmental Mitigation, Erosion and Dust Control	LS	\$3,000	0.3	\$900	0.2	\$600	0.5	\$1,500	1.0	\$3,000
105	Traffic Control	LS	\$15,000	0.3	\$4,500	0.2	\$3,000	0.5	\$7,500	1.0	\$15,000
106	Utility Location Investigation	EA	\$700	19	\$13,300	10	\$7,000	7	\$4,900	36	\$25,200
107	Rock, Boulder or Concrete Rubble Excavation	CY	\$95		\$0		\$0		\$0	0	\$0
108	Temporary Water Service to Buildings During Utility Installation	EA	\$500		\$0	15	\$7,500		\$0	15	\$7,500
109	8"-10" Class 350 Ductile Iron Water Main w/ Gran. Fill	LF	\$90		\$0	1,200	\$108,000		\$0	1,200	\$108,000
110	6" Class 350 Ductile Iron Water Main w/ Gran. Fill	LF	\$70		\$0	300	\$21,000		\$0	300	\$21,000
111	2" Type 'K' Water Service w/ Gran. Fill	LF	\$50		\$0		\$0		\$0	0	\$0
112	1" Type 'K' Water Service w/ Gran. Fill	LF	\$35		\$0	500	\$17,500		\$0	500	\$17,500
113	6"-10" Gate Valve and Box	EA	\$2,000		\$0	15	\$30,000		\$0	15	\$30,000
114	2" Corporation Stop with Saddle	EA	\$900		\$0		\$0		\$0	0	\$0
115	1" Corporation Stop	EA	\$300		\$0	15	\$4,500		\$0	15	\$4,500
116	2" Curb Stop and Box	EA	\$750		\$0		\$0		\$0	0	\$0
117	1" Curb Stop and Box	EA	\$275		\$0	8	\$2,200		\$0	8	\$2,200
118	Hydrant Assembly with 6" Gate Valve	EA	\$4,200		\$0	5	\$21,000		\$0	5	\$21,000
119	Remove Existing Hydrant and Return to Owner	EA	\$600		\$0	4	\$2,400		\$0	4	\$2,400
120	Connect to Existing 8" - 10" Water Main	EA	\$4,500		\$0	1	\$4,500		\$0	1	\$4,500
121	Connect to Existing 4" - 6" Water Main	EA	\$3,500		\$0	6	\$21,000		\$0	6	\$21,000
122	Connect to Existing 2" Water Service	EA	\$450		\$0		\$0		\$0	0	\$0
123	Connect to Existing 1/2" to 1" Water Service	EA	\$150		\$0	15	\$2,250		\$0	15	\$2,250
124	Water Main Relocations Under New Larger Storm Sewer	EA	\$2,750		\$0	2	\$5,500		\$0	2	\$5,500
125	21" RCSP-IV Sanitary Sewer with Granular Fill	LF	\$225	1,850	\$416,250		\$0		\$0	1,850	\$416,250
126	18" RCSP-IV Sanitary Sewer with Granular Fill	LF	\$150		\$0		\$0		\$0	0	\$0
127	15" SDR 26 PVC Sanitary Sewer with Granular Fill	LF	\$125		\$0		\$0		\$0	0	\$0
128	12" SDR 26 PVC Sanitary Sewer with Granular Fill	LF	\$105	70	\$7,350		\$0		\$0	70	\$7,350
129	10" SDR 26 PVC Sanitary Sewer	LF	\$90		\$0		\$0		\$0	0	\$0
130	8" SDR 26 PVC Sanitary Sewer	LF	\$70	100	\$7,000		\$0		\$0	100	\$7,000
131	6" SDR 26 PVC Lateral	LF	\$44	665	\$29,260		\$0		\$0	665	\$29,260
132	21" x 6" RCSP-IV Wye Branch Connection	EA	\$800	21	\$16,800		\$0		\$0	21	\$16,800
133	12" x 6" SDR 26 PVC Wye Branch	EA	\$300		\$0		\$0		\$0	0	\$0
134	10" x 6" SDR 26 PVC Wye Branch	EA	\$200		\$0		\$0		\$0	0	\$0
135	8" x 6" SDR 26 PVC Wye Branch	EA	\$100		\$0		\$0		\$0	0	\$0
136	Connect to Existing 4" to 6" Lateral	EA	\$200	21	\$4,200		\$0		\$0	21	\$4,200
137	Cap and Mark New Lateral	EA	\$300	1	\$300		\$0		\$0	1	\$300
138	48" RCSP-IV RCSP MDOT End Section w/ Grate	LS	\$25,000		\$0		\$0		\$0	0	\$0
139	48" RCSP-IV Storm Sewer w/ Granular Fill	LF	\$425		\$0		\$0	1,200	\$510,000	1,200	\$510,000
140	36" RCSP-IV Storm Sewer w/ Granular Fill	LF	\$260		\$0		\$0		\$0	0	\$0
141	24" RCSP-IV Storm Sewer w/ Granular Fill	LF	\$157		\$0		\$0	105	\$16,485	105	\$16,485
142	18" RCSP-IV Storm Sewer w/ Granular Fill	LF	\$75		\$0		\$0		\$0	0	\$0
143	15" SDR 26 PVC Storm Sewer w/ Granular Fill	LF	\$60		\$0		\$0	40	\$2,400	40	\$2,400
144	12" SDR 26 PVC Catch Basin Lead w/ Granular Fill	LF	\$40		\$0		\$0	750	\$30,000	750	\$30,000
145	6" Connection for Roof Drains on Commercial Buildings	EA	\$3,400		\$0		\$0	17	\$57,800	17	\$57,800
146	Remove Existing 8" to 21" Sewer	LF	\$13	1,800	\$23,400		\$0	500	\$6,500	2,300	\$29,900
147	18" to 24" Connection to Existing Sewer	EA	\$1,500	1	\$1,500		\$0	5	\$7,500	6	\$9,000

PLOTTED BY: ASHLEY HUBBICKS 12/28/2010 02:51 PM C:\Users\ashley_hubbicks\Desktop\Escanaba - Ludington - Utilities_301.dwg



Legend

- ◉ Water Valve
- ⊠ Hydrant
- Sanitary Manhole
- Storm Manhole
- Water Main
- - - - - Sanitary Pipe
- Storm Pipe



Agenda Item: NB-2
Date: 02-06-20

City Council Agenda Item Request

Date: 1/14/20

Name: Roxanne Spencer

Department: Planning & Zoning

Item: Redevelopment Ready Communities (RRC) Recertification Intention

Meeting date requested: February 6, 2020

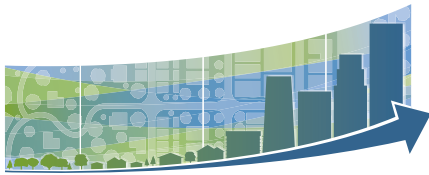
Explanation for request:

In 2016 the City of Escanaba was certified as a Redevelopment Ready Community (RRC) by the Michigan Economic Development Corporation (MEDC). This certification is due to expire on April 13, 2020.

In December 2019, a formal review was conducted and a report was generated containing a listing of actions the City would need to complete for RRC re-certification (see attached). A presentation of these requirements was presented at a Joint Meeting of the City Council, Planning Commission, Downtown Development Authority, and Historic District Commission on January 9, 2020. Discussion by the boards/commissions in attendance indicated support in moving forward with the re-certification process, citing benefits in the areas of project funding, technical assistance for re-development projects, accountability for implementing adopted plans, and overall positive development-related policies and processes.

The next step is for City Council to give their official approval to move forward in the re-certification process.

Attachment: RRC Recertification Brief



redevelopment ready
communities®

RRC Recertification Brief

Escanaba

MICHIGAN ECONOMIC
DEVELOPMENT CORPORATION

City of Escanaba holds the distinction as the first community in the Upper Peninsula to achieve certification as a Redevelopment Ready Community® and the 10th in the state. The city's efforts from March 2015 to April 2017 to achieve certification helped the city establish a foundation to grow, attract and retain investment in its downtown and throughout the community.

RRC certification is valid for a period of three years—in Escanaba's case, until April 13, 2020. In order to maintain certification, the city must demonstrate that it continues to align with the RRC Best Practices. Those practices—much like communities—evolve over the three year period. This memo seeks to assist Escanaba staff and officials in determining whether it would like to renew its certification and if so, how it can incorporate (or in some cases, reincorporate) the current best practices into its everyday activities.

REDEVELOPMENT READY COMMUNITIES®

RRC is free technical assistance tool offered through the Michigan Economic Development Corporation (MEDC) to help communities incorporate best practices in planning, zoning and economic development to encourage redevelopment and new investment. MEDC Community Development also uses RRC as a prioritization factor when determining investments through our programs (visit www.miplace.org for more information on those programs.) Communities who fully align with the best practices become RRC certified which come with its own set of benefits including:

1. Access to the Redevelopment Services Team to help the with the community's redevelopment priority sites;
2. Assistance marketing sites, including a dedicated priority sites page on www.miplace.org;
3. Special opportunities for community development tools and services;
4. Continued technical assistance funding opportunities;
5. Invitations to special events and conferences supported by MEDC; and
6. Customized potential benefits depending on each community's needs.

Over the past three years, Escanaba has received or been offered many of the benefits above; the most significant being current support through the Redevelopment Services Team to help the city redevelop the former county jail site.

THE RECERTIFICATION PROCESS

Much like communities, RRC is always evolving to keep up with current planning and development trends as well as feedback from RRC communities. As such, the current RRC Best Practices are slightly different than those in place at the time of the city's initial certification. Keeping this in mind, RRC has crafted a recertification process that provides significant lead time and resources to help certified communities update their practices without needing to go through a full reevaluation process. Steps taken to-date and steps remaining include:

1. **Initial review:** In April 2019, RRC conducted a initial review of the city's practices to assess any high-level areas of concern for alignment with the best practices. This resulted in a one-page list of items that the city could begin working on.
2. **Meeting:** In October 2019, RRC met with the city's new zoning administrator to introduce the city to a new online project management tool, called Trello, which will help the city with securing recertification and to more easily maintain it going forward.
3. **Formal review:** Later that month, RRC conducted a more robust assessment of the city's planning and development processes against the current best practices. That resulted in an official list of recommendations for getting the city back into full alignment with the best practices. That list is included in this briefing.
4. **NEXT STEP—Decision to continue:** The city should review this briefing and the recommendations and determine whether it would like to continue maintaining its RRC certification.
5. **Action plan:** If the city opts to continue, RRC will work with the city's RRC contact (zoning administrator) to formalize a plan of action to complete all the missing items. Most should be done prior to certification anniversary but a few may go past that if there is a plan in place to complete them within a reasonable timeframe (no longer than a year). Work has already begun on this step via Trello.

6. **Accept plan and confirm:** Once a plan has been finalized and accepted by RRC, the city's RRC planner will confirm with the RRC team that the city is ready to be recertified. The city may opt to do a celebratory event or media release if it so chooses.
7. **Maintenance:** The city will complete the items from the action plan within the time identified. The city will use Trello going forward to provide updates on the annual items to help it maintain certification. Certification will be extended to April 13, 2023.

THREE YEARS OF PROGRESS

Escanaba has seen planning and development progress on many fronts since its certification in April 2017. Many of these projects are directly tied to RRC Best Practice items or efforts including the city's downtown plan, redevelopment of the old jail site, and downtown façade improvements. Examples of work the city has completed (or is currently undertaking) include:

Downtown marketplace: Opened in July 2017, the downtown marketplace was a key project in the city's efforts to revitalize the downtown area. The \$1.3 million dollar project replaced the former Northern Motors parking lot and was financed as a partnership between the Escanaba DDA and the Community Development Block Grant program, administered by the Michigan Economic Development Corporation.

Downtown façades: The DDA provides an annual opportunity for downtown business owners to enhance facades as part of the city's efforts to revitalize the downtown district; this is considered a top priority item according to the DDA's 2011 TIF plan. For the 2017–2018 round, approximately \$492,000 in Community Development Block Grant funds from MEDC are supporting an additional \$503,000 in private investment in four properties. The city has a long history of actively pursuing downtown façade improvements, including an additional five completed the year before (2016–2017).

Priority Redevelopment Site (111 North Third Street): In 2018, the city began working with the Redevelopment Services Team as the newest benefit for RRC certified communities. The team worked with the city to identify

111 North Third Street (including the former Delta County Jail facility), as a target ripe for redevelopment. The team assisted the city with gathering information, identifying potential uses, packaging the site for marketing, coordinating a developer showcase event, and is currently supporting the city as it works with its selected developer to move the project forward. This site is expected to be home to mixed-use development in the coming years, including a new hotel. The total project is projected to bring in approximately \$18 million in investment as of current projections.

Welcome center and museum: In 2019, community stakeholders used MEDC Community Development's Public Spaces, Community Places program to raise \$51,466 for a new welcome center and museum. The project, sponsored by the U.P. State Fair and Commerce Center team, will provide a single location for the region's residents and visitors to congregate with the goal of enhancing the community through collaboration. The center will include office space for the Delta County Chamber, the Builders Exchange, the EDA and the U.P. State Fair. It will also include the Bays de Noc "Visit Escanaba" welcome center outfitted with the latest technology to entice tourists to visit Escanaba and throughout the U.P., as well as the Webster Marble "Inventing the Outdoors" Museum, that will recount how a local Gladstone entrepreneur, inventor and industrialist, Webster Marble, patented 64 different outdoor products.

Zoning and process enhancements: The city has continued to review its zoning ordinance to add new provisions such as wind energy standards and clarification to what is required for site plan approval. The city's efforts to evaluate the development review process also resulted in a new step to ensure that utilities are handled appropriately early in the process to avoid potential issues near the end. This has been especially effective in supporting additional investment in the Escanaba mall and out-lot areas. The planning commission is currently working to review the zoning ordinance in its entirety (chapter by chapter) and is reviewing the zoning map for any needed updates. Those efforts are expected to reach into 2020.

RRC Recertification Brief



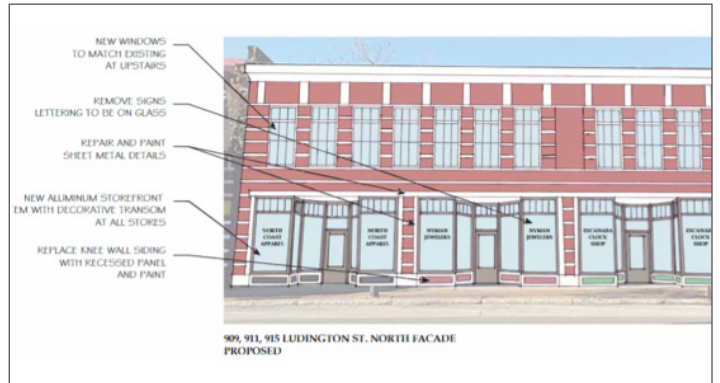
Escanaba Farmer's Market



Welcome center and museum (Patronicity project)



Old jail site (priority redevelopment site)



Downtown façade improvement rendering

STATUS OF BEST PRACTICES

Escanaba has experienced significant turnover in staff and officials since its initial certification. As is the case with any major change, new people lead to new processes, perspectives, and priorities. In Escanaba’s case, these changes have resulted in different or eliminated

processes that no longer fully align with the RRC Best Practices. The following matrix shows an overview of the city’s status in aligning with the best practices. A table with recommendations for realignment follows the matrix.

Escanaba is currently aligned with 45 percent of the Redevelopment Ready Communities® criteria and is partially aligned with another 55 percent.						
<i>Evaluation Snapshot: Status of RRC Best Practices in Escanaba</i>						
1.1.1	1.1.2	1.1.3 (N/A)	1.1.4	1.2.1	1.2.2	1.2.3
2.1.1	2.1.2	2.1.3	2.1.4	2.1.5	2.1.6	2.1.7
2.1.8	3.1.1	3.1.2	3.1.3	3.1.4	3.1.5	3.1.6
3.1.7	3.1.8	3.2.1	3.2.2	4.1.1	4.1.2	4.2.1
4.2.2	4.2.3	4.2.4	5.1.1	5.1.2	5.2.1	5.2.2
6.1.1	6.1.2	6.1.3	6.1.4	6.1.5	6.1.6	

TABLE 1: RECOMMENDATIONS FOR RECERTIFICATION

Criteria	Description	Proposed action to take
1.1.1	Master Plan	Update the planning commission annual report to include a progress update on the city's efforts to achieve the master plan goals and actions.
1.1.4	Capital Improvements Plan	Extend the CIP to include six years (currently only five).
1.2	Public Participation Plan	Update the public participation plan to remove outdated references and a more active evaluation component.
2.1	Zoning Regulations	CUPPAD is currently conducting a zoning audit using RRC funding. Once that audit is complete, there may be minor updates needed to fully align.
2.1.2	Zoning: <i>Concentrated development</i>	Add provisions to support at least one type of place making such as build-to lines, ground floor transparency, outdoor dining, etc., to support efforts to maintain a vibrant atmosphere in the downtown.
2.1.6	Zoning: <i>Parking flexibility</i>	Add at least one additional tool to clearly allow for creative parking solutions when minimums may not be applicable.
2.1.7	Zoning: <i>Sustainable infrastructure</i>	RRC is continuing to assess this criterion and may have additional recommendations. Those should be confirmed by the end of December.
3.1.3	Development Review Process: <i>Conceptual meetings</i>	Clearly advertise the availability of conceptual review meetings on the website. Create a checklist or guidance document outlining how to prepare and what will be covered.
3.1.5	Development Review Process: <i>Internal review process</i>	Document the internal review process, from application to zoning permit.
3.1.6	Development Review Process: <i>Prompt action</i>	Remove the required public hearing for permitted uses. This hearing is not legally required and adds cost, time, and uncertainty for projects which much legally be approved as long as they meet the zoning ordinance requirements.
3.2.1	Guide to Development	Develop a more detailed online guide to development as part of the new website.
4.1.1	Recruitment and Orientation	Develop position descriptions for development-related boards. Document the appointment process from application to orientation.
4.1.2	Recruitment and Orientation	Complete the city's current efforts to create a boards and commissions handbook, including orientation sections.
4.2.2	Recruitment and Education: <i>Strategy and tracking</i>	Create training strategies for development-related boards and commission.
4.2.2	Recruitment and Education: <i>Consistent reminders</i>	Add training as a standing agenda item for development-related boards.
4.2.4	Recruitment and Education: <i>Joint meeting</i>	Hold a joint meeting or training with council, planning commission, and DDA (others as desired) at least annually.
5.1.2	Economic Development Strategy: <i>Reporting</i>	Included the master plan; incorporate the annual progress update into the planning commission annual report.
5.2.1	Marketing and Promotion: <i>Marketing strategy</i>	Review the city's marketing strategy from 2017 and identify next steps with key partners, including a matrix of actions and responsible parties.
6.1	Redevelopment Ready Sites	Identify a third priority site and provide the requested information to MEDC to complete three site information sheets.

CONCLUSION AND NEXT STEPS

Escanaba has much to be proud of over the past three years. From the downtown marketplace to the potential redevelopment of 111 North Third Street, the city is seeing significant public and private investment.

Over the years, some of the city's processes have evolved away from the RRC Best Practices. In order to maintain its certification, the city will need to readjust some of its practices to bring them back into alignment. Luckily, all the city's foundational plans and documents remain valid and continue to provide guidance; most of efforts needed to realign will be focused on internal processes such as the board and commission appointment process, training, and the internal site plan review process. Some work will also be needed on the city's approach to marketing and priority redevelopment sites.

With this information in hand, the city should determine whether it would like to continue with maintaining its RRC certification. Assuming it does, city staff should then work with RRC to finalize the action plan for completing the recommendations. Once city staff and RRC have a mutual agreement on the strategy, the city will be cleared for recertification, set to take effect from April 14, 2020 – April 13, 2023.

Should there be any questions, they can be directed to the city's RRC planner, Christopher Germain, AIC, at germainc2@michigan.org or to the RRC team as a whole at RRC@michigan.org. The MEDC looks forward to continuing its longstanding partnership with the city and to helping it maintain its RRC certification for many years to come.

Agenda Item: NB-3
Date: 2/06/2020

City Council Agenda Item Request

Date: 01-21-2020

Name: Larry Gravatt

Department: Marina

Item: Rate Increase For Both Seasonal and Transient Slip Fees

Meeting date requested: 02-06-2020

Explanation for request:

Administration is seeking council approval for a rate increase for both seasonal and transient slip fees for the 2020 boating season.

The DNR Waterways has requested that all grant in aid marinas increase their 2020 rates. Waterways sets the rate schedules for marinas to pick from. City of Escanaba Marina always followed rate 8.

Agenda Item: NB-4
Date: 02-06-20

City Council Agenda Item Request

Date: January 22, 2020

Name: Patrick Jordan

Department: Administration

Item: Request from Bay de Noc Apartments for PILOT Ordinance No. 1223

Meeting date requested: February 6, 2020

Explanation for request:

Craig Patterson, VP with the Woda Cooper Companies is requesting the City Council to authorize a payment in lieu of taxes Ordinance No. 1223 which would allow them to seek funding from the State of Michigan Low Income Housing Tax Credit Program for the construction of the development. Administration is further requesting Ordinance No. 1223 be set for a second reading, public hearing and adoption at the regularly scheduled City Council meeting schedule for February 20, 2020.

ORDINANCE NO. 1223

**AN ORDINANCE TO AMEND CHAPTER 26 - TAXATION
OF THE CODE OF ORDINANCES OF THE CITY OF ESCANABA**

THE CITY OF ESCANABA ORDAINS:

CHAPTER I

Chapter 26 - Taxation of the Escanaba Code of Ordinances is hereby amended by adding Division 9, Sponsor Bay de Noc Apartments Limited Dividend Housing Association Limited Partnership, to read as follows:

CHAPTER 26 - TAXATION

**ARTICLE III, SERVICE CHARGE IN LIEU OF PROPERTY TAXES
FOR HOUSING DEVELOPMENT**

**DIVISION 9, Sponsor Bay de Noc Apartments Limited Dividend Housing
Association Limited Partnership**

Sec. 26-90. Preamble.

It is acknowledged that it is a proper public purpose of the State of Michigan and its political subdivisions to provide affordable housing for its citizens of low income and to encourage the development of such housing by providing for a service charge in lieu of property taxes in accordance with the State Housing Development Authority Act of 1966 (1966 PA 346, as amended, MCLA Section 125.1401 et seq, MSA Section 116.114(l) et seq).. The city is authorized by this Act to establish or change the service charge to be paid in lieu of taxes by any or all classes of housing exempt from taxation under this Act at any amount it chooses not to exceed the taxes that would be paid but for this Act. It is further acknowledged that such housing for persons of low income is a public necessity, and as the city will be benefitted and improved by such housing, the encouragement of the same by providing certain real estate tax exemption for such housing is a valid public purpose; further, that the continuation of the provisions of this article for tax exemption and the service charge in lieu of all ad valorem taxes during the period contemplated in this ordinance are essential to the determination of economic feasibility of housing developments which are constructed and financed in reliance on such tax exemption.

The city acknowledges that Sponsor Bay de Noc Apartments Limited Dividend Housing Association Limited Partnership has offered, subject to receipt of the allocation under the LIHTC Program by the Michigan State Housing Development Authority to construct, own and operate a housing development identified as Bay de Noc Apartments on certain property located at 500 N. 26th Street in the City to serve low income persons and families, and that the Sponsor has offered to pay the City on account of this housing development an annual service charge for public services in lieu of all ad valorem property taxes.

Sec. 26-91. Definitions.

All terms not herein defined shall have the meanings given them in the State Housing Development Authority Act of 1966, being Public Act of 1966, of the State of Michigan, as amended.

1. *Act* means the State Housing Development Authority Act, being Michigan Public Act of 1966, as amended.
2. *Annual shelter rent* means the total collections, including rental subsidy, during an agreed annual period from all occupants of a housing development representing rent or occupancy charges, exclusive of charges for gas, electricity, heat, late fees, or other utilities furnished to the occupants.

3. *Authority* means the Michigan State Housing Development Authority.
4. *Housing development* means a development which contains a significant element of housing for persons of low income and such elements of other housing, commercial, recreational, industrial, communal, and educational facilities as the authority determines improve the quality of the development as it relates to housing for persons of low income.
5. *Low Income or Moderate Income Persons* means families and persons eligible to move into a housing development.
6. *Mortgage loan* means a loan to be made by the authority to the sponsor for the construction and/or permanent financing of the housing development.
7. *Sponsor* means Bay de Noc Apartments Limited Dividend Housing Association Limited Partnership and any entity that receives or assumes a mortgage loan.
8. *Utilities* means charges for gas, electric, water, sanitary sewer service and other utilities furnished to the occupants of the housing development.

Section 26-92, Class of housing development.

It is determined that the class of housing development to which the tax exemption shall apply and for which a service charge shall be paid in lieu of such taxes shall be housing developments for low income persons and families that are financed or with a mortgage loan. It is further determined that Bay de Noc Apartments is of this class.

Section 26-93. Establishment of annual service charge.

The housing development known as Bay de Noc Apartments and the property on which it is located shall be exempt from all property taxes as of or effective on the December 31st of the year the certified notification of exemption was filed with the City Assessor prior to November 1st. The city acknowledges that the sponsor and the authority have established the economic feasibility of the housing development in reliance upon the enactment and continuing effect of this ordinance and the qualification of the housing development for the exemption from all ad valorem property taxes and a payment in lieu of taxes as established in this ordinance. Therefore, in consideration of the Sponsor's offer to construct and operate the housing project, the City agrees to accept payment of an annual service charge for public services in lieu of all ad valorem property taxes. Subject to receipt of a Mortgage Loan or IRS Section 42 Low Income Housing Tax Credits (LIHTC), the annual service charge shall be equal to 5% of the Annual Shelter Rents actually collected by the housing development during each operating year.

Section 26-94. Limitation on the payment of the annual service charge.

Notwithstanding Section 26-93, the service charge to be paid each year in lieu of taxes for the part of the housing development which is tax exempt and which is occupied by other than low income persons or families shall be equal to the full amount of the taxes which shall be paid on that portion of the housing development if the housing development were not tax exempt.

Section 26-95. Contractual effect of this article.

Notwithstanding the provisions of Section 15(a)(5) of the act to the contrary, a contract between the city and the Sponsor, with the authority as third party beneficiary under the contract, to provide tax exemption and accept payments in lieu of taxes, as previously described, is effectuated by enactment of this article.

Section 26-96. Payment of service charge.

The service charge in lieu of taxes as determined under the article shall be payable in the same manner as general property taxes are payable to the city and distributed to the several units levying the general property tax in the same proportion as prevailed with the general property tax in the previous calendar year. The annual payment for each operating year shall be paid on or before on or before July 1st of the following year. Collection procedures shall be in accordance with the provisions of the General Property Tax Act (1893 PA 206, as amended; MCL 211.1, et seq).

Section 26-97. Duration.

This article shall remain in effect and shall not terminate so long as the mortgage loan remains outstanding and unpaid or the authority and the housing development remains subject to income and rent restrictions under the LIHTC Program but in no case longer than sixteen (16) years.

CHAPTER II
SEVERABILITY

The various sections and provisions of this Ordinance shall be deemed to be severable, and should any section or provision of this Ordinance be declared by and court of competent jurisdiction to be unconstitutional or invalid, the same shall not affect the validity of this Ordinance as a whole or any section or provision of this Ordinance, other than the section or provision so declared to be unconstitutional or invalid.

CHAPTER III
REPEALING CHAPTER

All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency of conflict.

CHAPTER IV
EFFECTIVE DATE

This Ordinance shall be in full force and effect ten (10) days after its passage and publication, as provided in the City Charter.

APPROVED:

APPROVED:

John Bergman, City Attorney

Marc D. Tall, Mayor

ATTEST:

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 ____ day of _____, 2020, and was published in the Daily Press, a newspaper of general circulation in the City of Escanaba on _____, and that 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-5
Date: 02-06-20

City Council Agenda Item Request

Date: January 24, 2020

Name: Patrick Jordan

Department: Administration

Item: Color Your Faith 5k Run/Walk

Meeting date requested: February 6, 2020

Explanation for request:

Administration is seeking Council approval of a request from Bethany Lutheran Church to hold a Color Your Faith 5k Run/Walk Event on Saturday, May 16, 2020.

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

DATE(S) OF EVENT: Saturday May 16, 2020
Day of Week, Month, Day, Year (eg: Saturday, January 2, 2014)

NAME OF EVENT: Color Your Faith 5K Run/Walk

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

Organization: Bethany Lutheran Church
 Contact Person: Brooke Prins Phone (day) [REDACTED]
 Address: [REDACTED] Phone (evening): "
 City: Escanaba E-mail: [REDACTED]
 Postal Code 49829 Website: N/A
 Charitable Org #: 38-138-1142 Event Phone: [REDACTED]
 (If applicable) Fax: [REDACTED]
 Alternate Contact: Gayle Bradley [REDACTED]
 (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: See attached map
 Building/Facility Name/Area: _____
 Road (s) Road Closure Required?: Partial Full

DATE / TIME

EVENT TIME This is the time your event would be ready to accept participants or general public.	Event Begins 5-16-2020	Event Ends
	DATE: <u>5-16-2020</u> TIME: <u>8:00 AM</u>	DATE: <u>5-16-2020</u> TIME: <u>~ 9:00 AM</u>
SET UP TIME When do you want the area reserved for your organization to ensure you have adequate time for set up and tear down.	Set Up Start	Tear Down End
	DATE: <u>N/A</u> TIME: _____	DATE: <u>N/A</u> TIME: _____

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/walk Walkathon Other (specify) _____

ESTIMATED ATTENDANCE (please estimate all that apply)

Participants #	<u>60</u>	Wheelchair Accessible	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Bands #	<u>—</u>	For events on City Property are you seeking approval to charge: <u>N/A</u>		
Vehicles/Floats #	<u>—</u>	Admission	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Volunteers #	<u>36</u>	Parking	Yes <input type="checkbox"/>	No <input type="checkbox"/>
General Public #	<u>—</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 type="checkbox"/>	No <input checked="" type="checkbox"/>	Fireworks	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Sound Amplification	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Alcohol	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Access to power if possible	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>			
Live Music	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>			
Tents/Temp. Structures	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Size of tent(s):	_____	
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 type="checkbox"/> Chicken/seafood | <input 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 type="checkbox"/> Other meats | _____ |
| <input type="checkbox"/> Hotdogs/hamburgers | <input 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

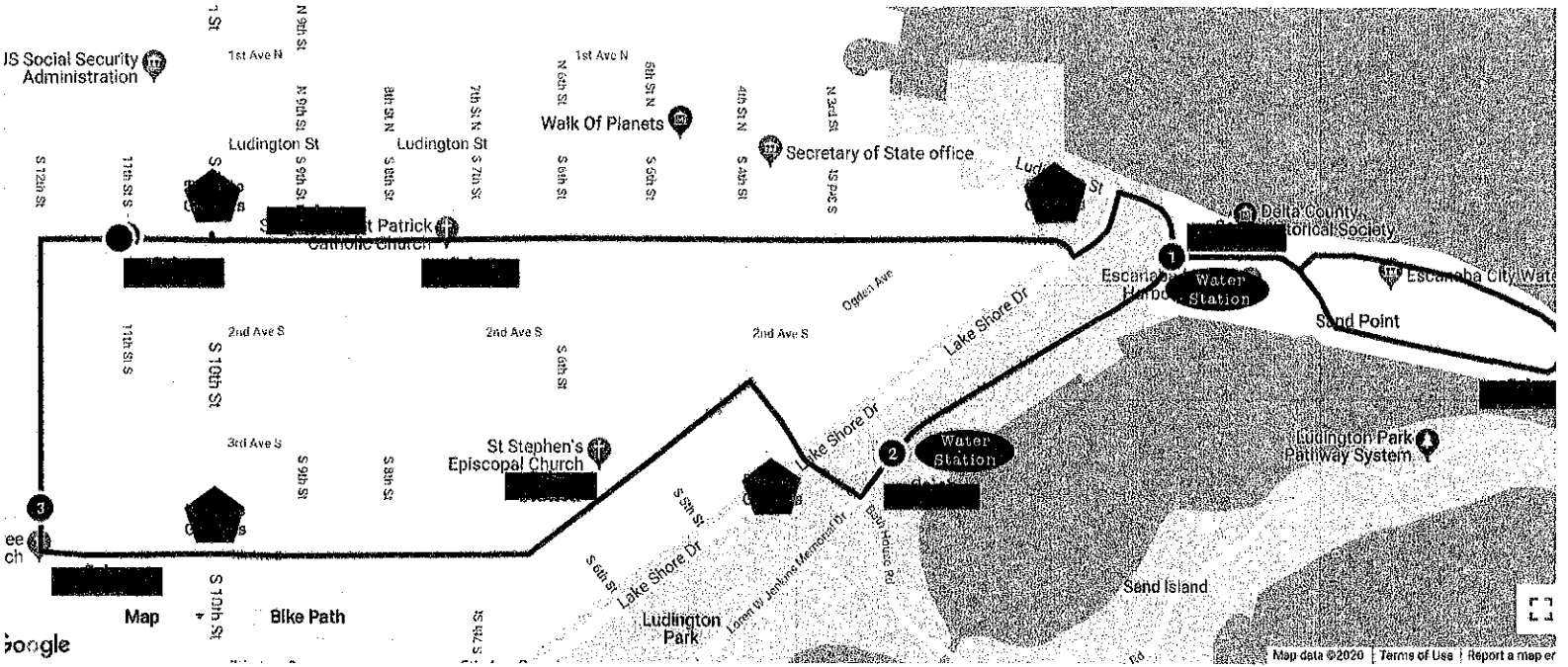
I have read and understood the Special Events Application.

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).

Brooke Prins
Event Organizer Signature

Brooke Prins 1-13-2020
Print Name & Date



ELEVATION (FT)

START	MAX	GAIN
600 ft	606 ft	34 ft

Bethany Lutheran Church
c/o Brooke Prins
7364 Lake Bluff 19.4 Rd.
Gladstone, MI 49837

City Manager
410 Ludington Street
Escanaba, MI 49829

January 14, 2020

To whom it may concern,

Bethany's 4-6th grade youth group has identified a Color Run 5k as a potential fundraising effort. As of today, the children have not firmly decided what organization shall benefit from this fundraiser, but options include Tri-County Safe Harbor, OSF Hospital, or the American Heart Association. We will finalize that detail in the next week or two.

In the meantime, we hope you will consider allowing us to coordinate such an event. As indicated in the enclosed Special Event Application, we hope to host the run Saturday, May 16th starting at 8:00 A.M. Race packet pick-up will take place at Bethany starting at 7:30 that morning. The runners/walkers will start and finish at Bethany, using the path indicated on the enclosed map. The race course is strategically planned to pass by as many churches in downtown Escanaba as possible. Note the color stations on the map are located at Bethany, First Presbyterian, St. Joseph/St. Patrick, St. Stephen's Episcopal, and Escanaba Free Lutheran Churches. We expect the race to take approximately one hour, although slow walkers may affect the overall time.

Note that this is a Color Run, which means colorful powder will be thrown at participants as they run the course. If there is concern about these powders, please let me know. They are easily washed away with rain, but the sidewalks may be colorful for some time after the race. Powder is designed for this purpose and is no danger to participants.

Runners and walkers will cross 10th Street twice during the race, as well as Lake Shore Drive near the park. These four locations are what I believe to be the most critical for crossing guards. My plan would be to have two volunteers at each street crossing with Stop signs to halt traffic as needed. The time for these roads to be blocked should be minimal, as our expected participation shouldn't be more than 60 people. (Given this is our first year, I don't expect a large turnout.) If the City believes additional road crossings require traffic control, we can add volunteers as needed.

Additional safety measures will include two water stations, which will be equipped with first aid kits. A nurse will be on call at Bethany, and we will contact Rampart so they are aware of our event. Finally, a golf cart will follow racers and be available should a minor injury take place.

Bethany will increase its liability insurance for race day. If the City requires proof of insurance, please let me know and a copy can be made available.

I believe this is all the information needed to consider our event. However, if I have missed something, please contact me and I can provide anything else needed. I thank you for your consideration, and I look forward to hearing back from the City soon.

Kind regards,

A handwritten signature in cursive script that reads "Brooke Prins".

Brooke Prins

Agenda Item: NB-6
Date: 02-06-20

City Council Agenda Item Request

Date: 1/21/20

Name: Jeff Lampi

Department: Wastewater Department

Item: Engineering Services to Investigate Odor Complaints on 19th Ave N

Meeting date requested: 2-6-2020

Explanation for request:

Administration is requesting City Council's authorization to retain the Services of Trimedia Environmental & Engineering Services, LLC; of Marquette, MI to investigate the cause and source of the odors on 19th Ave North (AKA the Landfill Road) as specified within the attached proposal. (See Attachment) At a cost not to exceed \$12,350.00.

Money is budgeted and available for this type of activity.

January 16, 2020

SENT VIA ELECTRONIC MAIL

Mr. Jeff Lampi, Water/Wastewater Superintendent
City of Escanaba – Wastewater Department
P.O. Box 948
Escanaba, Michigan 49829

Re: *Technical and Cost Proposal* – Professional Environmental Consulting and Technical Services to Conduct Odor Complaint Investigation Activities in the Area of 19th Avenue North in Escanaba, Michigan
TriMedia Proposal Number 2020-6118

Dear Mr. Lampi:

TriMedia Environmental & Engineering Services, LLC (TriMedia) appreciates having the opportunity to demonstrate how our staff of scientists and engineers can be of assistance by providing environmental consulting services for the area of 19th Avenue North in Escanaba, Michigan (hereinafter referred to as the 'subject property' or 'site').

This *Technical and Cost Proposal* presents our professional qualifications to complete the project. Additionally, you will find corporate information regarding our office locations, professional staff, insurance coverage, our strategic approach to complete the project, proposed schedule, and a cost estimate for your budgeting purposes.

CORPORATE OVERVIEW

Established in 1995, TriMedia provides a full range of services including: environmental, health and safety, industrial hygiene, land surveying, and geographic information systems (GIS). Our team of professionals includes: Safety Professionals, Professional Engineers and Engineers-in-Training, GIS Specialists, Certified Industrial Hygienists, Certified Hazardous Materials Managers, Professional Surveyors, CADD Specialists, Biologists, and other technical support staff.

Professional Service Summary

Our team specializes in due diligence assessments of real property and re-use of contaminated property, hazardous and solid waste management, emergency and contingency planning, spill response, air quality and water quality compliance and permitting. For more information regarding our corporate qualifications, experience and capabilities, please also visit us at www.trimediaee.com.

TriMedia Office Locations

TriMedia maintains offices in Escanaba, Marquette, Marshall, and Lake Orion, Michigan; Minot, North Dakota; Livingston, Montana; Superior, Wisconsin; and Phoenix, Arizona.

Professional Liability Insurance Protection

In consideration of protecting the interests of our clients, TriMedia maintains professional liability insurance coverage for all projects. A summary of this coverage includes: Professional Liability Errors/Omissions, inclusive of Pollution Liability in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate, Comprehensive General Liability in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate, and Automobile Liability and Workers Compensation in the amount of \$1,000,000. In addition, a \$10,000,000 umbrella applies to all aspects of TriMedia's insurance coverage.

Project Team

TriMedia will provide an appropriately licensed, experienced, and technically proficient project team to complete the project. Project supervision will be provided by the undersigned, Mr. Ryan Whaley. Other TriMedia staff with commensurate credentials will be utilized to assist with specific tasks. All personnel that will be working at the site have received Occupational Safety and Health Administration (OSHA) Hazardous Waste Operations and Emergency Response Standard (HAZWOPER) 40-hour Site Worker training, annual 8-hour refresher training, in compliance with Title 29 CFR 1910.120(e), and are Certified in First Aid and CPR. Resumes for the anticipated project team will be provided upon request.

PROJECT UNDERSTANDING

TriMedia understands that the City of Escanaba is requesting environmental services associated with odor complaints in the area of 19th Avenue North. As such, we have developed the following scope-of-service in accordance with project information made available to-date:

Scope-of-Service

Task 1: Project Management

TriMedia will provide project management services to aid in ensuring project tasks and budget are consistent with this proposed scope-of-service. This effort will include project planning and scheduling activities; and the development of documentation and communication to support the project.

Task 2: Field Sampling

TriMedia personnel will mobilize to 3807 19th Avenue North (Billy Electric) to conduct odor profile sampling, indoor and outdoor air monitoring, and field investigation activities. Sampling will be completed using thermal desorption sample collection media. Samples will be analyzed for volatile organic compounds (VOCs) including typical C-4 through C-20 compounds and categorized for odor profile. Sample collection is intended to include outdoor air, in-sewer air, and indoor air odor profiles for comparative purposes in an attempt to define an odor source. In addition, TriMedia will collect and analyze available

solid material within the sewer structure to compare available material against collected odor profile data collected at the site.

Sampling is recommended to be completed during several seasons to establish a valid data-set. This will be necessary to accumulate enough information through seasonal use and temperature changes to develop recommended solutions.

Task 3: Data Evaluation

TriMedia will perform an evaluation of the sample, monitoring, and investigation results in order to identify odor constituents, sources, intrusion pathways, and existing infrastructure. TriMedia plans to collect data on a seasonal basis and provide interim reports describing observations and conclusions based on data collected. If observations result in identification of a specific odor source and potential viable solutions to reduce or eliminate odor being experienced by 19th Avenue North customers, TriMedia will provide written recommendations and halt additional sampling activities.

Task 4: Wastewater Department and Landfill Systems & Data Evaluation

TriMedia will perform an evaluation of the Wastewater Department and Delta County Landfill system design and data to determine possible links to odor complaints and landfill leachate discharge events. This evaluation will include a review of sewer system and landfill leachate system construction details, discharge rates, and frequencies.

PROPOSED SCHEDULE

Services will be initiated immediately upon receipt of authorization to proceed. We are prepared to complete field sampling within two weeks of authorization. A 10 to 15 business day sample turnaround time will be requested for laboratory analysis. Results will be provided electronically to the City of Escanaba within five business days of receipt.

PROJECT COST

TriMedia proposes to provide the tasks presented herein on a time and expense basis for the not-to-exceed fee of **\$12,350.00**. In no event will the total project cost exceed the estimate provided herein unless so authorized by the City of Escanaba in writing. In this way, should some of the project contingencies not be necessary, the City of Escanaba will limit its project expenditures because TriMedia will only charge for those services required and expended during the project. The project cost is further defined below:

Task 1: Project Management	\$ 1,250.00
Task 2: Field Sampling (assume two sampling events)	\$ 3,500.00 per event
Task 3: Data Evaluation	\$ 1,500.00
Task 4: Wastewater Department and Landfill Systems & Data Evaluation	<u>\$ 2,600.00</u>
Total:	\$12,350.00

AUTHORIZATION TO PROCEED

TriMedia appreciates having the opportunity to present this *Technical and Cost Proposal*. We trust the content and format of this correspondence is consistent with your expectations. Upon your acceptance, please formalize your authorization to proceed by executing and returning the enclosed Professional Services Agreement and TriMedia will forward a fully executed copy to the City of Escanaba for your records. Please note authorizing signatures are required on Pages 1 and 6. Should the City of Escanaba desire to issue a Purchase Order, please reference *TriMedia Proposal Number* [REDACTED] and all Terms and Conditions presented herein shall apply.

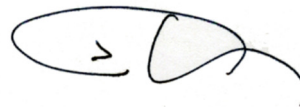
Should you have any questions or wish to discuss this correspondence in greater detail relative to the technical requirements or anticipated project costs and pricing controls, please do not hesitate to contact Ryan Whaley at [REDACTED] or via email at rwhaley@trimediaee.com.

Your Priority. Our Promise. On behalf of the professional staff at TriMedia, we look forward to your review and the opportunity to be of service on this project.

Sincerely,
TriMedia Environmental & Engineering Services, LLC



Ryan J. Whaley, CHMM, REHS
Senior Scientist / Project Manager



Tom L. Anthos, CIH
Principal Industrial Hygienist

RJW/tla/mlh
Enclosure: Professional Services Agreement
[REDACTED]

ATTACHMENT I

- PROFESSIONAL SERVICES AGREEMENT -

THIS AGREEMENT, by and between City of Escanaba – Wastewater Department hereinafter referred to as the CLIENT, of P.O. Box 948, Escanaba, Michigan 49829 and TriMedia Environmental & Engineering Services, LLC hereinafter referred to as TriMedia, whose principal office is located at 830 W. Washington Street, Marquette, Michigan 49855.

WITNESSETH:

PROJECT. The CLIENT hereby contracts with TriMedia to perform the following described services, hereinafter collectively referred to as the PROJECT (including the TriMedia Technical and Cost Proposal): Professional Environmental Consulting and Technical Services to Conduct Odor Complaint Investigation Activities in the Area of 19th Avenue North in Escanaba, Michigan.

COMPENSATION. TriMedia shall be paid for all services rendered on the following basis: Time and Materials, Not-to-Exceed as described in TriMedia Proposal Number 2020-6118, dated January 16, 2020. Compensation shall be paid by CLIENT to TriMedia as provided in Paragraph 5 of the Terms and Conditions attached hereto.

CLIENT'S AGENT. The CLIENT has appointed Jeff Lampi as the official AGENT of the CLIENT for the purpose of the PROJECT. As such, the AGENT shall be responsible for the execution of any document pertaining to this Agreement or any amendment thereto, and for approving all Change Orders, Addenda, and additional services to be performed by TriMedia and said AGENT has the express authority to bind CLIENT to all Terms and Conditions of this Agreement and all documents referenced in this Agreement.

TERMS AND CONDITIONS. Terms and Conditions of the Agreement, indicated below and attached hereto, shall apply to all work performed by TriMedia unless otherwise specifically agreed in writing.

ADDITIONAL PROVISIONS; ENTIRE AGREEMENT. The CLIENT and TriMedia mutually agree the rights and obligations of the parties under this Agreement shall be further governed by the Additional Provisions indicated below and attached hereto, and that such Additional Provisions, together with the Terms and Conditions attached hereof are the final expression and complete and exclusive statement of their agreement.

Additional Provisions

_____:

PLEASE INDICATE YOUR PREFERRED METHOD FOR RECEIVING INVOICES U.S. Mail Only Email Only U.S. Mail and Email

Email Address:

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement.

CLIENT: CITY OF ESCANABA – WASTEWATER DEPT.

TRIMEDIA ENVIRONMENTAL & ENGINEERING SERVICES, LLC

Jeff Lampi

Thomas L. Anthos, CIH

ITS: W-WW Superintendent

ITS: Member

DATE: _____

DATE: _____

TERMS AND CONDITIONS

These Terms and Conditions, including all General Terms and Conditions and the duly noted () Environmental Terms and Conditions, along with any supplemental Contract Addenda which are or may become applicable to the services described herein, are incorporated by reference into the attached TriMedia *Technical and Cost Proposal* and are incorporated by reference into this Agreement under which services are to be performed by TriMedia for the Client. No Agreement or understanding, oral or written, which in any way modifies or waives these Terms and Conditions shall be binding on TriMedia, whether contained in the Client's purchase order forms or otherwise, unless made in writing and executed by an authorized representative of TriMedia.

GENERAL TERMS AND CONDITIONS

1. **PARTIES AND SCOPES OF WORK:** TRIMEDIA ENVIRONMENTAL AND ENGINEERING SERVICES, LLC ("TriMedia") shall include said company, or its particular division, subsidiary or affiliate performing the work. "Work" means the service(s) performed by TriMedia for Client or at Client's direction. This "Agreement" consists of the TriMedia *Technical and Cost Proposal*, its Professional Rate Schedule, Client's written acceptance, and these Terms and Conditions. "Client" refers to the person or business entity ordering or authorizing the work to be done by TriMedia. If Client is ordering the work on behalf of another, Client represents and warrants that Client is the duly authorized agent of said party. In such case the term "Client" also includes the principal for whom the work is being performed. Prices quoted and charged by TriMedia for its work are predicated solely upon the conditions expressed in this Agreement. Unless specifically provided, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by Client is adequate and sufficient for Client's intended purpose. TriMedia shall have no duty or obligation to any party other than those duties and obligations expressly set forth in this Agreement. Ordering work from TriMedia shall constitute acceptance of the terms of this Agreement. Client acknowledges that TriMedia, at its sole and absolute discretion may notify third parties, including regulatory agencies, if in its opinion activities or discoveries reveal an imminent danger to human health or the environment

2. **PERFORMANCE:** TriMedia will perform professional services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar circumstances in the same or similar locality. **The foregoing standard of care is in lieu of all other standards and warranties, expressed or implied, including warranties of marketability or fitness for a particular purpose.** Client agrees to notify TriMedia with reasonable specificity of any deficiencies in the services within 30 days of discovery, but in no event later than 120 days after substantial completion of services, and Client will give TriMedia a reasonable opportunity to correct the deficiencies. Client accepts the professional services provided by TriMedia and acknowledges such services entail risk of personal injury and property damage (including the risk that environmental contaminants may migrate or be moved from one location to another during the course of the services, i.e. environmental cross-contamination) that cannot always be avoided, even with the exercise of due care. Client also acknowledges that environmental and geotechnical conditions may vary from those encountered at the times and locations of explorations and data collection, and the limitation on available data may result in some level of uncertainty with respect to the interpretation of these conditions, despite due professional care. TriMedia does not and cannot guaranty specific results, such as the identification of all contamination or other geotechnical or environmental conditions or problems nor their resolution. TriMedia shall not be liable for any claim, damage, cost or expense (including but not limited to attorney fees) or other liability or loss not directly and solely caused by the negligent acts, errors or omissions of TriMedia. Under no circumstances shall TriMedia be liable for any attorney fees and/or costs arising from any claim related to this Agreement. The services set forth in referenced *Technical and Cost Proposal* and Client's acceptance will be accomplished in a timely and workmanlike manner by TriMedia. Time will be of the essence only if stated in this Agreement. If TriMedia is required to delay any part of its work to accommodate the requests or requirements of Client, regulatory agencies, or third parties, or due to any causes beyond the direct reasonable control of TriMedia, additional charges may be applicable, which Client agrees to pay. TriMedia may engage subcontractors on behalf of Client to perform any portion of the services under this Agreement.

3. **ADDITIONAL SERVICES:** Additional Services other than those performed as part of an Addendum, or any subsequent modifications to this Agreement, shall only be authorized by written amendment to this Agreement signed on behalf of Client and TriMedia. All Additional Services shall be performed by TriMedia in accordance with these Terms and Conditions. TriMedia shall have no duty or obligation to any party other than those duties and obligations expressly set forth in this Agreement. Ordering work from TriMedia shall constitute acceptance of the terms of this Agreement. TriMedia shall be under no obligation to inform other parties of its activities or discoveries. Client acknowledges that TriMedia, at its sole and absolute discretion may notify third parties, including regulatory agencies, if in its opinion activities or discoveries reveal an imminent danger to human health or the environment.

4. **TERMINATION:** This Agreement may be terminated by either party upon seven (7) days prior written notice. In the event of termination, TriMedia shall be paid for all costs and fees up to the effective date of termination which shall be stated in the written notice. All drawings or other documents prepared by TriMedia shall remain the property of TriMedia

and need not be delivered to Client until all monies owed to TriMedia by Client (whether or not such monies have become due and payable) have been paid.

5. **PAYMENT:** TriMedia shall invoice for services rendered and incurred reimbursable expenses as provided in its Technical and Cost Proposal, and each invoice shall be due and payable within 15 days of the date of the invoice. Invoices over 30 days past due will be charged interest at the rate of 1-1/2% per month on the unpaid balance or the highest lawful rate, whichever is less. TriMedia may, after 10 days written notice to the Client, suspend performance of services until all past due amounts are paid. TriMedia shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension. In the event legal action is necessary to enforce the payment of services rendered, TriMedia shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs if necessary to compel mediation and arbitration or incurred as a result of Client's breach of this Agreement, and expenses incurred by TriMedia in connection therewith, and in addition, the reasonable value of TriMedia's time and expenses spent in connection with such collection action, computed at TriMedia's prevailing Professional Rate Schedule and expense policies. In the event Client elects to pay TriMedia via VISA® or MasterCard® for all services rendered and reimbursable costs incurred, a 3.5% transaction fee surcharge will be added to each TriMedia invoice, with the total becoming immediately payable to TriMedia by Client.

6. **MEDIATION:** In an effort to resolve any conflicts that arise during the course of this Agreement, Client and TriMedia agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation. The Client and TriMedia further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements. The parties shall work in good faith to identify a mediator agreeable to both parties.

7. **ARBITRATION:** Any dispute arising pursuant to any contract to which these Terms and Conditions apply that cannot be resolved by mediation, shall be submitted to arbitration in the City of Marquette, Michigan, in accordance with the rules of the American Arbitration Association, the award of the arbitrator to be final and binding on the parties. Judgment upon any award rendered may be enforced in any court having jurisdiction. The parties agree to consent to the jurisdiction of the Marquette County Michigan Circuit Court. Each party shall have the right to select an arbitrator who is an attorney licensed in Michigan with experience in environmental law matters as a member of the panel. The two arbitrators selected will jointly select a third neutral arbitrator who shall serve as the Chair of the panel.

8. **INSURANCE:** Upon request, TriMedia will furnish the Client a written description of insurance coverage then being maintained by TriMedia. Such insurance coverage specifically excludes any claim arising out of the Client's intentional, knowing, willful, or deliberate noncompliance with any statute, regulation, ordinance, and administrative complaint, notice of violation, notice letter, executive order, or instruction of any governmental agency or body. Any claim for punitive, exemplary, or multiplied damages, or statutory assessments, or any civil, administrative or criminal fines or penalties, or the return of or reimbursement for legal fees, costs or expenses, shall not be the obligation of TriMedia and are hereby specifically and categorically disclaimed.

9. **COST ESTIMATES:** Subject to the cost of labor, materials, competitive bidding and market conditions, any estimates of equipment, construction, maintenance or operating costs will be made based on TriMedia's experience. TriMedia does not warrant the accuracy of such estimates as compared to contractor's bids or actual costs incurred.

10. **INDEMNITY:** TriMedia agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from damages and losses arising from negligent acts, errors or omissions of TriMedia in the performance of professional services under this Agreement, to the extent TriMedia is responsible for such damages and losses on a comparative basis of fault and responsibility between TriMedia and the Client, and subject to the Limit of Liability in Paragraph 17, below. The Client agrees, to the fullest extent permitted by law, to indemnify and hold TriMedia harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the Client's willful or negligent acts, errors, or omissions and those of his or her contractors, subcontractors, or consultants or anyone for whom the Client is legally liable arising from the project that is the subject of this Agreement. TriMedia is not obligated to indemnify the Client in any manner whatsoever for the Client's own willful or negligent acts.

11. **FEDERAL RIGHT-TO-KNOW COMPLIANCE:** In compliance with the Federal *Hazard Communication Standard*, Client shall provide TriMedia with a list of hazardous chemicals in the work place, and related Material Safety Data Sheets, which employees may be exposed while performing work under this Agreement.

12. **SHOP DRAWINGS:** If shop drawings are provided under this Agreement, TriMedia will review, catalog data, schedules, shop drawings, laboratory, shop and mill tests of materials and equipment, and other information which may be utilized by the Client under this Agreement, only for conformance with the design concept of the project.

13. **OBSERVATION SERVICES:** If the project requires TriMedia to observe and/or monitor construction, demolition, abatement of building contaminants, operation and maintenance, and/or any other services by organizations other than TriMedia, TriMedia will observe, monitor, record, and/or document these services for conformity with the design concept of the project. TriMedia shall not be liable for any defects in workmanship for work performed by contractors, subcontractors, or consultants or anyone for whom the Client is relying upon.

14. **SITE SAFETY:** TriMedia shall not be liable to determine the methods and/or procedures utilized by contractors, subcontractors, or consultants for conformance with state and federal safety laws, regulations, guidance documents, and/or policies related in any manner whatsoever to the project. In instances where TriMedia issues a *Health and Safety Plan* (HASP) for the project, the HASP exclusively governs services to be performed by TriMedia. The HASP may be used by others to provide consistency with certain construction, demolition, abatement of building contaminants, operation and maintenance, and/or any other services required by the project by organizations other than TriMedia, but such reliance is at the sole discretion of the user of the HASP. TriMedia shall not be liable for any safety violations, injuries, up to and including death, for reliance on the HASP.

15. **UTILITIES AND SUBSURFACE OBJECTS:** Client represents and warrants that it has advised TriMedia of any known or suspected utilities at any site at which TriMedia is to do work hereunder, and unless TriMedia has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save TriMedia harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to work by TriMedia and resulting to, or caused by, contact with subsurface or latent objects, structures, lines or conduits where their actual or potential presence and location was not revealed to TriMedia by Client.

16. **ACCESS TO SITE:** Client will arrange and provide access to each site upon which it will be necessary for TriMedia to perform its work. Any work performed by TriMedia with respect to obtaining permission to enter upon and do work on the lands of others, as well as any work performed by TriMedia pursuant to this Agreement, shall be deemed as being done on behalf of Client and Client agrees to assume all risks thereof. TriMedia shall take reasonable measures and precautions to minimize damage to each site and any improvements located thereon as the result of its work and the use of its equipment; however, TriMedia has not included in its fee the cost of restoration for damage which may occur.

17. **LIMIT OF LIABILITY:** In recognition of the relative risks, rewards and benefits of this project to both the Client and TriMedia, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit liability of TriMedia, its sub-consultants, and all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever, or claims and expenses from any cause or causes, so that the total aggregate liability of TriMedia and to all those named shall not exceed the TriMedia total fee for its services rendered on this project. Should TriMedia or any of its professional employees be found to have been negligent in the performance of its work, or to have made and breached any express or implied warranty, representation or contract, the Client, all parties claiming through Client, and all parties claiming to have in any way relied upon work by TriMedia agree the maximum aggregate amount of the liability of TriMedia, its officers, employees and agents shall be limited to \$25,000.00, or the total amount of the fee paid to TriMedia for its work performed with respect to the Project, whichever amount is less. No action or claim, whether in tort, contract, or otherwise, may be brought against TriMedia, arising from or related to TriMedia work, more than one year after the earlier of the cessation of work or Notice of Project Completion by TriMedia .

18. **STATEMENT OF CONFIDENTIALITY:** TriMedia agrees to keep confidential and not disclose to any person or persons, other than TriMedia employees, sub-consultants or subcontractors, any data and information that is marked CONFIDENTIAL by the Client. These provisions however, shall not apply to information in whatever form that comes into public domain, nor shall it restrict TriMedia from giving notices required by law or complying with an order to provide information or data when such an order is issued by a court, administrative agency, or other authority with proper jurisdiction, or if it is necessary for TriMedia to defend itself from suit or claim. In addition, TriMedia is specifically authorized to disclose information if, in TriMedia's sole professional opinion, the failure to disclose will or may result in an imminent and substantial endangerment to the public health, safety, welfare or the environment and Client fails to make such disclosure.

19. **CORPORATE PROTECTION:** It is intended by the parties of this Agreement that services provided by TriMedia in connection with this project shall not subject TriMedia employees, officers, or directors to any personal liability for the risks associated with this project. Therefore, the Client agrees that any claim or demand, (or suit to enforce the mediation and arbitration or other provision of this Agreement) shall only be directed and/or asserted against TriMedia, and not against any TriMedia employee, officer, or director. By accepting the terms of this Agreement, Client hereby releases and forever discharges TriMedia's employees, officers, directors and/or members from any and all such claims.

20. **CERTIFICATIONS, GUARANTEES, AND WARRANTIES:** TriMedia shall not be required to sign any documents, no matter by who requested, that would result in TriMedia having to certify, guarantee or warrant the existence of conditions whose existence TriMedia cannot ascertain. The Client also agrees not to make resolution of any dispute with TriMedia or payment of any amount due to TriMedia in any way contingent upon TriMedia signing any such certification.

21. **INFORMATION PROVIDED BY OTHERS:** To the extent known, TriMedia shall indicate to the Client the information needed for rendering of services hereunder. The Client shall provide to TriMedia such information as is available to the Client and the Client's consultants and contractors, and TriMedia shall be entitled to rely upon the accuracy and completeness thereof. All draft and final reports, policies, procedures, compliance evaluations, studies, investigations, audits and/or plans specifically referenced in the TriMedia *Technical and Cost Proposal* will be prepared on behalf of the Client and are subject to final review and approval by the Client. Information and/or data developed by TriMedia will be prepared for the Client only. The Client is reminded that information and/or data developed by TriMedia are subject to professional interpretation, and other professionals may reach differing conclusions.

22. **ENTIRE AGREEMENT:** This Agreement contains the entire understanding between the parties. Client acknowledges that no representations, warranties, undertakings or promises have been made other than and except those expressly contained herein.

23. **INDEPENDENT CONTRACTOR:** The relationship between the Client and TriMedia created under this Agreement is that of an independent contractor. Neither the terms of this Agreement nor the performance thereof is intended to directly or indirectly benefit any person or entity not a party hereto and no such person or entity is intended to be or shall be construed as being a third-party beneficiary of this Agreement unless specified by name herein or in an Amendment hereto, executed by the Managing Member of TriMedia.

24. **SEVERABILITY/SECTION HEADINGS/SURVIVAL/WAIVER:** In the event any provision herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and binding upon the parties hereto. The heading or title of a section is provided for convenience and information and shall not serve to alter or affect the provisions included herein. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Client and TriMedia shall survive the completion of services and the termination of this Agreement. No waiver, discharge, or renunciation of any claim or right of TriMedia arising out of breach of this Agreement by Client shall be effective unless in writing signed by TriMedia and supported by separate consideration.

25. **GOVERNING LAW/ASSIGNS/WRITTEN NOTICE:** This Agreement shall be deemed to have been made in Marquette County, Michigan, and shall be governed by, and construed in accordance with the laws of the State of Michigan. Any action arising as a result of this Agreement shall be subject to mediation and arbitration in the County of Marquette, Michigan. Neither the Client nor TriMedia may delegate, assign, sublet or transfer its duties, responsibilities or interests in this Agreement, including but not limited to, monies that are due or monies that may be due, without the written consent of the other party. Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail.

26. **RECORD MANAGEMENT** Upon completion of the project, TriMedia will complete an electronic file compilation which we will maintain for seven years. If requested by the Client within 14 days from the date of Notice of Project Completion, TriMedia will forward a hard copy file documents to the Client. The Client will be responsible for shipping costs. In the event the Client fails to notify TriMedia of its request for retention of the hard copy file documents, TriMedia will retain a certified record destruction contractor, at no cost to the Client, to destroy all file documents.

ENVIRONMENTAL TERMS AND CONDITIONS

27. **HAZARDOUS MATERIALS:** Nothing contained within this Agreement shall be construed or interpreted as requiring TriMedia to assume the status of generator, transporter, or treatment, storage and/or disposal facility as those terms appear within the Federal *Resource Conservation and Recovery Act* or within any federal or state statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants.

28. **CLIENT'S DUTY TO NOTIFY TRIMEDIA:** Client represents and warrants that it has advised TriMedia of any known or suspected hazardous materials and pollutants at any site at which TriMedia is to do work hereunder, unless TriMedia is specifically engaged to locate, identify and/or characterize such materials and pollutants.

29. **TESTING LABORATORY SERVICES:** It is recognized that TriMedia may be asked by the Client to subcontract certain laboratory testing services on behalf of the Client. TriMedia agrees to do so only as an accommodation to the Client and in reliance upon the Client's assurance the Client will make no claim nor bring any action at law or in equity against TriMedia as a result of this subcontracted service. Unless otherwise agreed in writing by client, samples removed by

TriMedia to an independent laboratory may, upon completion of testing, be disposed by the laboratory in an approved manner.

30. **LIMITATIONS OF PROCEDURES, EQUIPMENT, AND TESTS:** Information and data obtained by TriMedia may be considered evidence with respect to the detection, quantification and identification of pollutants, but any inference or conclusions drawn by TriMedia are necessarily opinions that are based upon TriMedia's professional judgment. In addition, such opinions shall not be construed as a representation of fact, or applying to.

ACKNOWLEDGED AS REVIEWED AND AGREED BY: CITY OF ESCANABA

BY: JEFF LAMPI, W-WW SUPERINTENDENT

DATE:

Agenda Item: NB-7
Date: 02-06-20

City Council Agenda Item Request

Date: 29JAN20

Name: Mike Furmanski

Department: Electric

Item: Solar Project Expansion

Meeting date requested: 06FEB20

Explanation for request:

There is land that we are leasing next to our existing solar facility that is bare. Adding additional solar to this land would increase our capacity without any additional infrastructure costs, thus lowering our overall production costs. I am seeking City Council approval to add solar panels, inverters, racking and related equipment for a not-to-exceed cost of \$580,000. On January 15, 2020, the Electric Advisory Committee approved recommending this request.

Escanaba Solar Project Expansion – February 6, 2020

1. An expansion to the Escanaba Solar Project was proposed in early 2019 to fully utilize the Airport leased site space, to further reduce the Levelized Cost of Energy, and increase the avoided costs benefits.
 - a. The Expansion project is being proposed now so that PV modules and inverters are of a similar age for the 25+ years of expected life. (Land Lease for 25 years with option to extend for additional 5 years)
 - b. \$510,000 funding was approved by the EAC and Council in May 2019
 - c. Westwood completed an updated FAA Glare Analysis and submitted a 7460 application to the FAA. The FAA Project Construction Approval was received August 15, 2019.
 - d. A decision was made to delay construction to the Spring/Summer of 2020.
2. Since the purchase of the original project 330 Watt solar PV modules in early 2018, photovoltaic technology has continued to advance rapidly. The same physical size module is now available in capacities up to 395 watts, an increase of 20%. It is unlikely that sufficient 330 watt solar panels will be available in 2020 for the Escanaba Expansion.
3. Construction of US utility scale solar facilities (i.e., >1 MW) is expected to increase significantly in 2020 to 13,440 MW requiring 38.4 million 350 Watt PV modules. As a result, solar modules are in tight supply, with resulting increases in price, particularly for smaller scale projects like the Escanaba Solar Project Expansion. An increase in utility scale solar construction is forecast to extend through 2024 and beyond.
4. Considering the 2020 module purchase market, GRNE, our contractor, is proposing a revised “not to exceed” contract cost for 2020 with the final cost determined by the available module wattage size and prices (\$/Watt). For a number of project design reasons, the 330 to 350 Watt modules are expected to be the best module size choice for the Expansion Project.

The 350 watt module choice would increase the expansion cost by approximately 6% ($350/330=1.06$) beyond the 2019 design concept. ($\$510,000 \times 1.06 = \$540,600$)

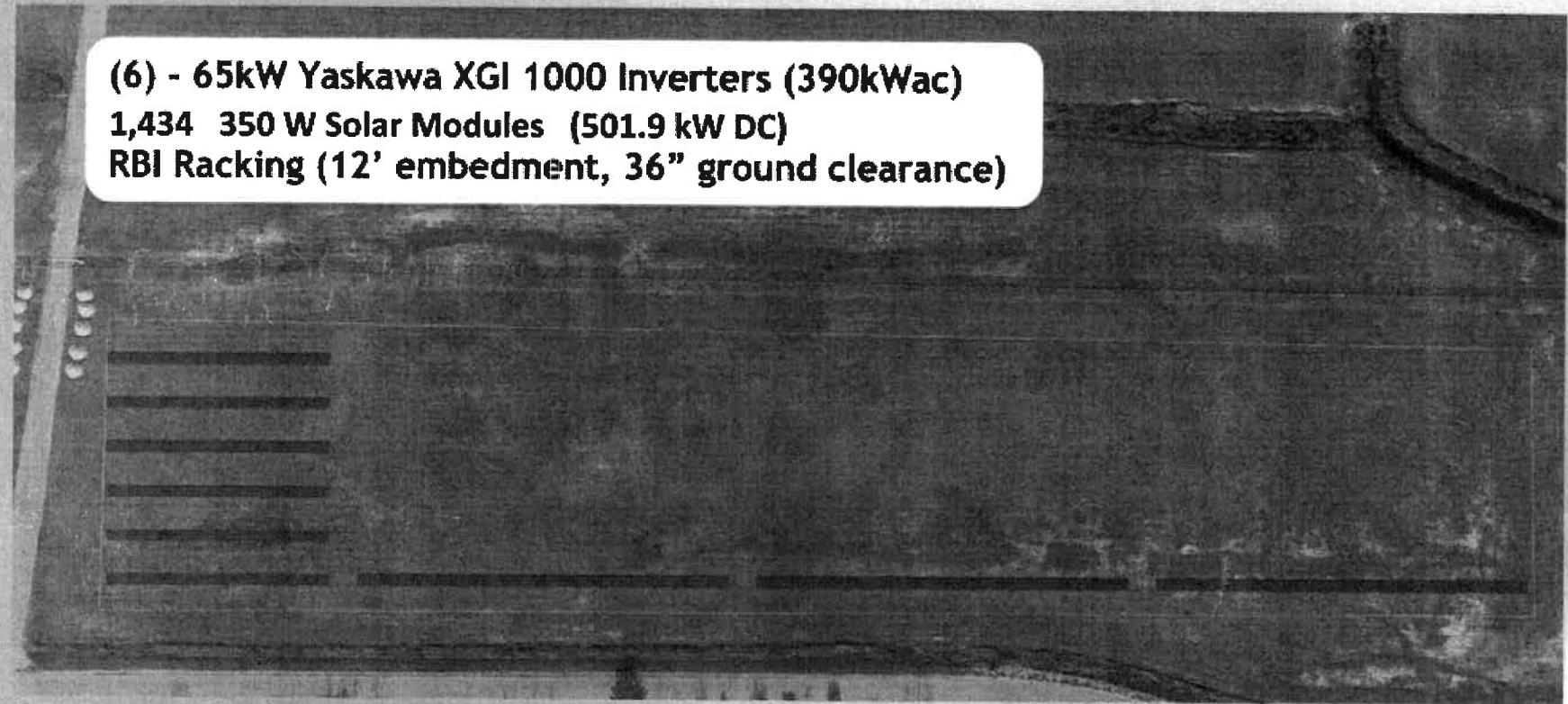
5. As a result, a revised “not to exceed” expansion project budget of \$580,000 was proposed and approved by the EAC on 1/15/2020.

Update System Design Features



- Continues the maximized distance between rows for no inter-row shading and easier access for mowing and maintenance
- Utilizing 65 kW inverters reduces cost and maximizes system size and production
- Symmetrical layout simplifies system design and improves ascetics of the array

**(6) - 65kW Yaskawa XGI 1000 Inverters (390kWac)
1,434 350 W Solar Modules (501.9 kW DC)
RBI Racking (12' embedment, 36" ground clearance)**



The impact of the Escanaba Solar Project Expansion, to fully utilize the site is summarized in the Table below, using 350 Watt modules.

	Current Installed Facility	After Proposed 43.3% Expansion	Difference
Capacity, DC MW	1.158	1.660	+0.502
Capacity, AC MW	0.900	1.290	+0.390
Layout, # Rows	5	6	+1
Segments / Row	3	3.52	+0.52
Number of Solar Panels	3,510	4,944	+1,434
Number of Inverters	15 ¹	21 ²	+6
Installed EPC Cost, \$	1,210,756	<1,790,756	< +580,000 ³
\$/Watt DC	1.045	<1.079	< 0.034
Total Installed Cost, \$	1,331,667 ⁴	< \$1,911,167	
\$/Watt DC	1.150	<1.151	< 0.001
25 Year Land Lease Cost, \$	98,279	98,279	0
Total Installed & Land Lease Cost, \$	1,429,946	<2,009,446	
\$/Watt DC	1.234	< 1.210	< -0.024
\$/ Solar Panel	407.39	<406.44	
Expected MISO Capacity Credit, MW	0.56 ⁵	0.80	

1 Yaskawa 60 kW Max AC Output Inverter

2 New Yaskawa 65 kW Max AC Output Inverter

3 Expansion EPC contract not to exceed \$580,000. Includes \$3,500 Westwood FAA Glare Analysis and Permit Application.

4 Initial Solar Project Funding Sources for \$1,331,667 Total installed cost:

- Renewable Energy Fund Balance - \$1,149,575
- Electric Fund
- Sale of 588 solar panels in 2019 to Escanaba electric customers has refunded \$239,316 to the Electric Fund

5 For 2019 June, July & August hours of 15, 16 and 17 EST, the existing Escanaba Solar Project had an average generation of 0.5575 MW. Solar generation during the 2019 Escanaba Non-coincident Peak Load of 25.783 MW on July 19th at 13 EST was 0.861 MW on 95.7% of the maximum generation capacity.

6. Since the Total Installed Cost plus the Land Lease Cost in \$/Watt is expected to decrease with the Expansion, the current estimate for the Levelized Cost of Energy (LCOE) generation of \$0.048/kWh is expected to decrease slightly. Escanaba's current energy purchase contract from NextEra is for \$0.05539/kWh. The LCOE is simply the total anticipated 25 Year cost of the facility, including capital cost plus operating, maintenance and land lease costs, divided by the expected total power output (kilowatt-hours).

7. The annual avoided costs resulting from the current Escanaba Solar Project generation during the first year at the Delta County Airport are summarized in the Table below:

1st Year of Operation	Current 1.158 MW Facility	
Energy Generation, kWh	1,395,284	
Avoided Purchased Energy and Energy Costs, \$	\$77,368	
Avoided Transmission Costs, \$ <i>Solar generation during the monthly ATC system coincident peak averaged 0.310 MW.</i>	\$18,013	Subtotal = \$95,381
Avoided Capacity Costs, \$ <i>Solar generation averaged 0.558MW during June, July & August hours of 15, 16 and 17 EST.</i>	\$24,721	
TOTAL AVOIDED COSTS in 1st Year of Operation	\$120,102	

8. The **avoided Capacity costs** are based on:

- a. A recently updated long range Escanaba capacity forecast, and
- b. After a restructuring of Escanaba’s existing future Capacity Contracts,

Escanaba appears to have adequate Capacity contracts for 2020 through 2023, and cannot benefit directly in reduced purchased capacity costs from the solar generation, other than the indirect impact on the future capacity needs forecast.

Starting in 2024, Escanaba is expected to be short of adequate purchased Capacity contracts. The Escanaba Solar Project can avoid a portion of new purchased Capacity contract costs for 2024 and beyond.

With the proposed Expansion, using 350 watt modules, the avoided costs would increase by 43% beyond those summarized in the Table above.

Agenda Item: NB-8
Date: 02-06-20

City Council Agenda Item Request

Date: 29JAN20

Name: Mike Furmanski

Department: Electric

Item: Capacity Contract Modification

Meeting date requested: 06FEB20

Explanation for request:

We have purchased capacity from NextEra since June of 2019 and our contract with them runs through May of 2030. In May of 2019, we extended this contract, but left ourselves short on capacity in the long term to allow us more time to forecast our needs. We were also long on capacity in the short term.

We have reached a draft agreement with NextEra that moves capacity from the near term to the later years of the contract. This is a good deal for the City. The EAC approved the modified capacity contract at their Jan 15, 2020 meeting. I am seeking City Council approval for the modified capacity contract.

**MASTER POWER PURCHASE AND SALE AGREEMENT
CONFIRMATION LETTER**

This confirmation letter ("Confirmation Letter" or "Confirmation") shall confirm the transaction ("Transaction") agreed to on the Trade Date between NextEra Energy Marketing, LLC ("Seller") and The City of Escanaba, Michigan ("Buyer") regarding the sale and purchase of the Product, as defined herein. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Master Agreement or the MISO Documents, as applicable, as such terms are defined herein.

This Confirmation supplements, forms a part of, and is subject to, the terms of the Master Power Purchase and Sale Terms Agreement dated as of December 14, 2011 between NextEra Energy Marketing, LLC (formerly, NextEra Energy Power Marketing, LLC) and The City of Escanaba, Michigan, as amended (the "Master Agreement"). This Confirmation shall constitute a "Confirmation" within the meaning of the Master Agreement. In the event of any conflict or inconsistency between a provision of the Master Agreement and a provision of this Confirmation, the provision of this Confirmation shall control for purposes of this Transaction.

The terms and conditions of the Transaction are as follows:

Commercial Terms:

Trade Date: January 20, 2017

Seller: NextEra Energy Marketing, LLC

Buyer: The City of Escanaba, Michigan

Product: Zonal Resource Credits ("ZRCs"), as defined in the MISO Documents.

One ZRC shall represent one megawatt ("MW") of qualified Unforced Capacity, as defined in the MISO Documents that qualifies to satisfy the resource adequacy requirements in Local Resource Zone 2 of Module E of the MISO Tariff for the entirety of the relevant Planning Year.

"MISO Documents" means the MidContinent Independent System Operator, Inc.'s ("MISO") (i) Open Access Transmission, Energy and Operating Reserve Markets Tariff ("ASM Tariff") on file with the Federal Energy Regulatory Commission, as may be amended from time to time; and (ii) the MISO Business Practice Manuals, as the same may be amended from time to time. In the event of any inconsistency in the MISO Documents, the ASM Tariff shall prevail.

Delivery Period: June 1, 2019 through May 31, 2024 (each June-May annual period during the Delivery Period, a "Planning Year")

Contract Quantity: 32 ZRCs (MW).

Contract Price
(\$ per kW-month): Planning Year 2019-2020: \$3.35

Planning Year 2020-2021: \$3.50
Planning Year 2021-2022: \$3.65
Planning Year 2022-2023: \$3.75
Planning Year 2023-2024: \$3.85

Total Purchase Price: \$6,950,400

Special Conditions:

1. Delivery and Receipt.

Seller shall electronically deliver or cause to be delivered the Contract Quantity to Buyer by submitting the appropriate transaction(s) in MISO's Module E capacity tracking system, or any successor system ("MECT"). Seller shall give written notice (which notice may be provided via email) to Buyer of such submittal no later than one (1) Local Business Day after the date on which the submittal occurred. Buyer shall confirm the appropriate transaction(s) submitted by Seller in the MECT no later than two (2) Local Business Days following receipt of notification from Seller (the "Receipt Deadline"). For each Planning Year, Seller shall electronically deliver or cause to be delivered to Buyer the Contract Quantity for the Planning Year ("Annual Delivery") by the later of: (i) five (5) Business Days prior to the date by which Fixed Resource Adequacy Plans (as defined in the MISO Documents) must be submitted to MISO for the applicable Planning Year, or (ii) the first Business Day after the date on which the MECT becomes available for the submission and confirmation of transactions for the applicable Planning Year (the "Transfer Deadline").

For purposes of this Transaction, Seller and Buyer shall accomplish delivery and receipt of the Product as provided in this Section 1, and for purposes of the Master Agreement, "Schedule" or "Scheduling" shall include the foregoing terms in this Section 1. The Parties acknowledge and agree that with respect to this Transaction only, all references to "at the Delivery Point" and "to the Delivery Point" and "at and from the Delivery Point" contained in the Agreement shall be deleted.

3. Payment Terms.

For each Planning Year, Seller shall, beginning in July and continuing until June of the subsequent Planning Year, prepare and transmit to Buyer an invoice setting forth the Monthly Payment for the prior calendar month. "Monthly Payment" means an amount determined by multiplying the Contract Price for the applicable Planning Year by 1,000 and then multiplying the resulting product by the Contract Quantity; provided, however, that such Monthly Payment shall be adjusted in proportion to any amount of the Contract Quantity Seller fails to deliver pursuant to Section 1. Seller shall use commercially reasonable efforts to transmit each invoice on or prior to the tenth (10th) day of each month. On or before the twentieth (20th) day of each month, Buyer shall pay, by wire transfer the undisputed amount set forth on such invoice; provided, however, that if Buyer receives such invoice after the tenth (10th) day of the month, payment shall be due within ten (10) Business Days (as defined in this Section) of the day of receipt.

4. Failure to Deliver and/or Receive.

In the event that Seller fails to deliver for a Planning Year all or a portion of the Annual Delivery by the Transfer Deadline, or Buyer fails to receive all or portion of the Annual Delivery for a Planning Year by the Receipt Deadline (such undelivered or unreceived Product, the "Deficient Capacity"), then the following payment terms shall apply with respect to such Deficient Capacity ("Non-Performance Payment"). For the avoidance of doubt, the Deficient Capacity (if applicable) shall be equal to the amount of the monthly Contract Quantity that Seller fails to deliver or cause to be delivered or Buyer fails to receive in accordance with this Agreement for a particular Planning Year multiplied by 12.

Replacement Price. In the event that for any Planning Year, Seller fails to deliver all or a portion of the Annual Delivery by the Transfer Deadline, Seller shall pay Buyer an amount equal to (Replacement Price *minus* Contract Price) *times* 1,000, *multiplied by* the Deficient Capacity. If the result of the calculation is no difference or a negative difference, then the Non-Performance Payment owed to Buyer shall be zero.

For purposes of this Transaction only, "Replacement Price" means, for each respective Planning Year: (i) the Planning Resource Auction's Auction Clearing Price for ZRCs for Local Resource Zone 2, stated in \$/kW-Month ("Zone 2 ACP"), or, if Buyer is unable to purchase the Deficient Capacity at the Zone 2 ACP, (ii) the price, stated in \$/kW-Month, that Buyer, acting in a commercially reasonable manner, is able to ascertain from other *bona fide* third-party offers to sell the Deficient Capacity.

Sales Price. In the event that for any Planning Year, Buyer fails to receive all or a portion of the Annual Delivery by the Transfer Deadline, Buyer shall pay Seller an amount equal to (Contract Price *minus* the Sales Price) *times* 1,000, *multiplied by* the Deficient Capacity. If the result of the calculation is no difference or a negative difference, then the Non-Performance Payment owed to Seller shall be zero.

For purposes of this Transaction only, "Sales Price" means, for each respective Planning Year: (i) the Zone 2 ACP, or, if Seller is unable to sell the Deficient Capacity at the Zone 2 ACP, (ii) the price, stated in \$/kW-Month, that Seller, acting in a commercially reasonable manner, is able to ascertain from other *bona fide* third-party offers to buy the Deficient Capacity.

Notwithstanding any other provision herein, neither Party shall be required to enter into a replacement transaction(s) in order to determine Replacement Price or Sales Price. The invoice for any Non-Performance Payment pursuant to this provision shall include a written statement explaining in reasonable detail the calculation of such amount. Each Party agrees that it has a duty to mitigate damages and covenants that it will use commercially reasonable

efforts to minimize any damages it may incur as a result of the other Party's performance or nonperformance of this Transaction.

5. Change In Law.

For purposes of this Confirmation, "Change in Law" means (x) adoption, imposition, amendment, repeal, promulgation, change in interpretation or modification by a governmental authority of any law, regulation, rule, directive or the issuance of a final and non-appealable order, judgment, award or decree of a governmental authority having the effect of the foregoing, or (y) adoption, imposition, amendment, repeal, promulgation, change in interpretation or modification by MISO of any MISO Document that, in the case of (x) or (y), occurs after the Trade Date, becomes effective during the Delivery Period, and has any of the following effects: (i) makes delivery or receipt of the Product illegal, makes impossible the trading or transferring of the Product, (ii) affects in a Material manner either Party's costs, expenses or liabilities relating to provision or receipt of the Product, or (iii) requires a product other than a ZRC (as defined as of the Trade Date) in order to satisfy Buyer's resource adequacy requirements. For purposes of this Section 5, "Material" means a change or effect sufficiently significant that it would have affected the decision of a reasonable person in the Seller's or Buyer's position, as applicable, regarding whether to enter into this Confirmation.

To the extent that a Change in Law occurs, the Parties shall negotiate in good faith in an attempt to amend this Agreement to accommodate such Change in Law. Any such amendment shall reflect, as closely as possible, the intent and substance of the economic bargain reached by the Parties prior to such change. If the Parties cannot agree on amendments to reform the Transaction, Seller will take any actions as are necessary to (a) continue to supply the Product as it may be modified pursuant to the Change in Law, or (b) supply, at Buyer's request, any replacement, substitute or additional resource adequacy attribute or resource adequacy product that the Seller is able to provide using commercially reasonable efforts; *provided that* such actions do not require Seller to incur any additional costs, expenses or liabilities than would have been incurred in performing under this Confirmation prior to the Change in Law.

The Parties agree that this Transaction will continue to be valid after any Change in Law and no Change in Law will give rise to any right under applicable law to void, terminate or cancel the Transaction.

6. Limitation of Remedies.

The Parties acknowledge and agree that the remedies set forth herein regarding failures to deliver and receive shall supersede and replace the remedies set forth in the Master Agreement with respect to this Transaction only.

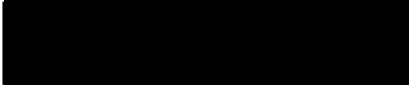
[Signature Page follows]

The City of Escanaba, Michigan

Michael Furmanski

By: Michael Furmanski

Title: Electric Superintendent



NextEra Energy Marketing, LLC

By:

Title:

Phone:

Fax:

Planning Year 2020-2021: **\$3.50**;

Planning Year 2021-2022: **\$3.65**;

Planning Year 2022-2023: **\$3.75**;

Planning Year 2023-2024: **\$3.85**;

Planning Year 2024-2025: **\$3.52**;

Planning Year 2025-2026 through and including Planning Year 2029-2030: **\$3.51**

Total Purchase Price: \$11,768,160.00

C. Section 4 ("Failure to Deliver and/or Receive"):

1. The second sentence of the paragraph commencing with "Replacement Price" is deleted and replaced with the following:

"Notwithstanding the foregoing, if the result of the calculation is a negative number (negative difference), Buyer shall owe Seller the Non-Performance Payment. If the result of the calculation is zero (no difference), there shall be no Non-Performance Payment by either Party."

2. The second sentence of the paragraph commencing with "Sales Price" is deleted and replaced with the following:

"Notwithstanding the foregoing, if the result of the calculation is a negative number (a negative difference), Seller shall owe Buyer the Non-Performance Payment. If the result of the calculation is zero (no difference), there shall be no Non-Performance Payment by either Party."

2. Miscellaneous

- A. Each of the Parties reaffirms the Confirmation as expressly modified by this Amendment.
- B. Nothing herein shall be held to alter, vary or otherwise affect the terms, conditions and provisions of the Confirmation, except as expressly modified by this Amendment.
- C. This Amendment may be executed in multiple counterparts, each of which shall be an original and all of which taken together shall constitute one and the same agreement.

Signatures follow.

IN WITNESS WHEREOF the Parties have executed this Amendment on the respective dates specified.

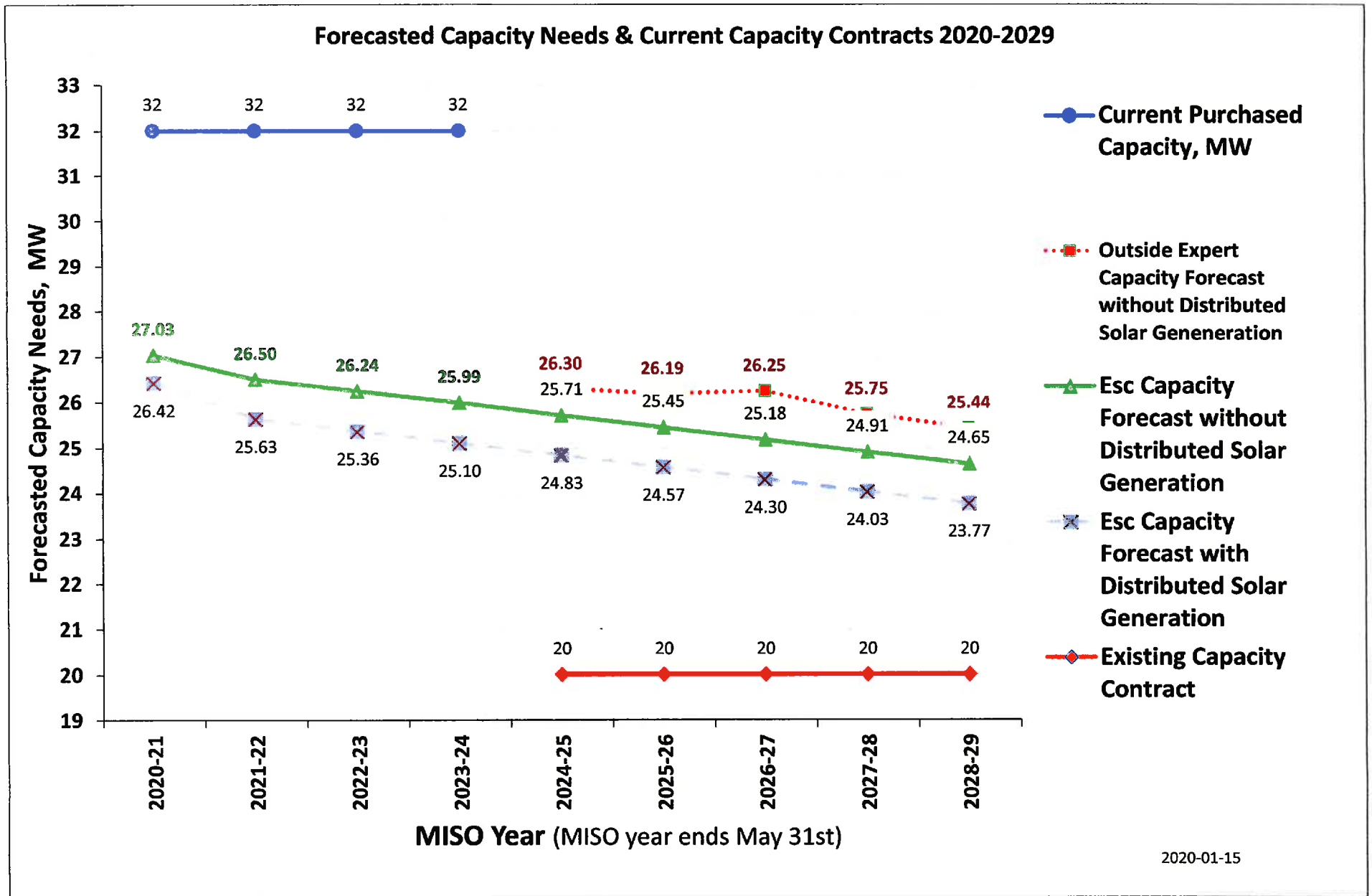
NextEra Energy Marketing, LLC

The City of Escanaba, Michigan

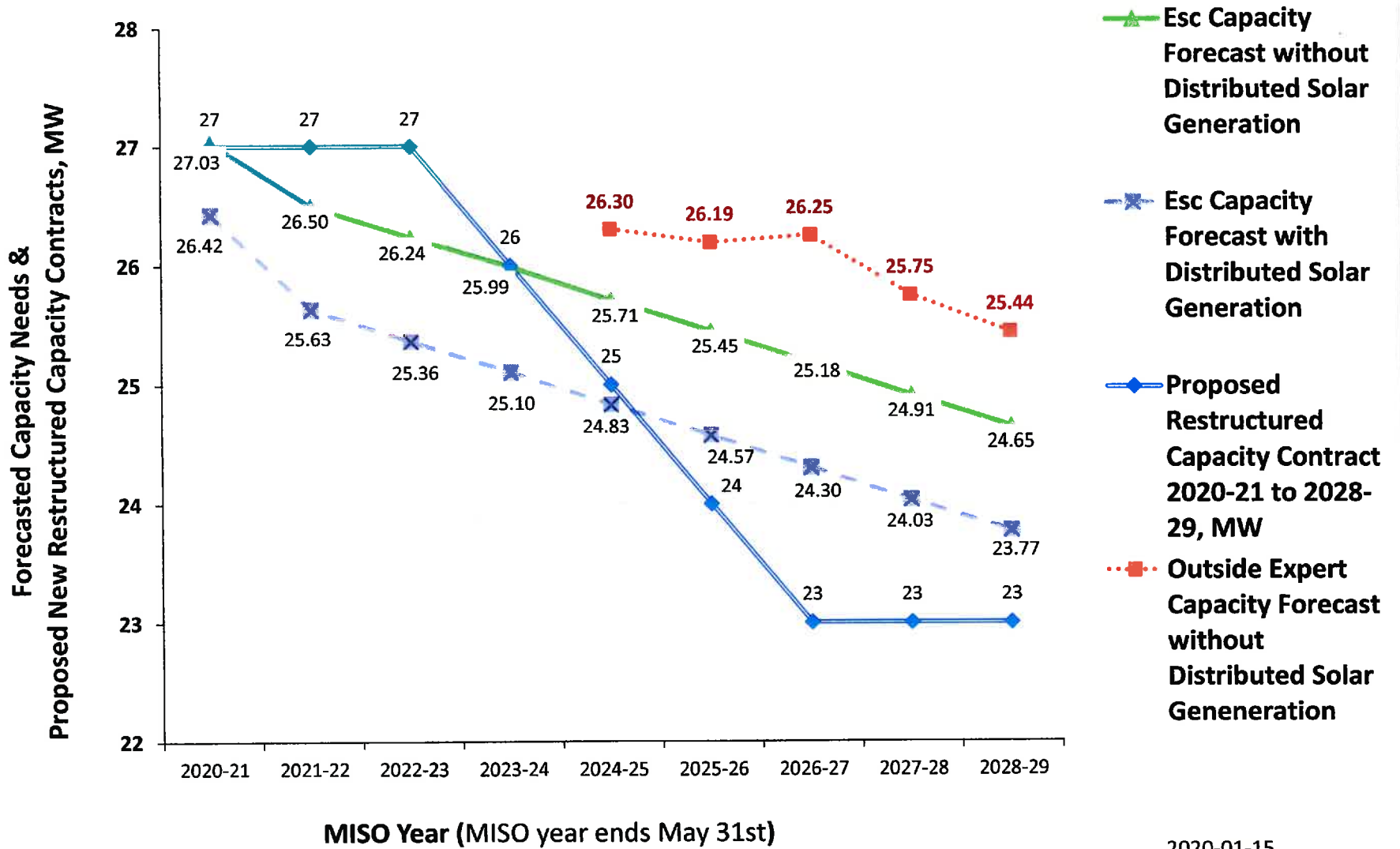
By:
Name:
Title:
Date:

By:
Name:
Title:
Date:

Forecasted Capacity Needs & Current Capacity Contracts 2020-2029



Forecasted Capacity Needs & Proposed New Restructured Capacity Contracts 2020-2021 to 2028-2029



2020-01-15

Agenda Item: NB-9
Date: 02-06-20

City Council Agenda Item Request

Date: 29JAN20

Name: Mike Furmanski

Department: Electric

Item: Tree Trimming bid

Meeting date requested: 06FEB20

Explanation for request:

The Electric Department recently requested bids to perform line clearing tree trimming. A notice ran in the paper and on the City's website. On January 27, 2020, 2 bids were received. This bid is set up with a lump-sum bid on some defined areas as well as an hourly charge for smaller areas. Klee Logging and Tree Service bid \$13,320 on the lump sum work and \$90/hr for smaller jobs. Bugle Contracting bid \$13,550 for the lump sum and \$109/hr for the smaller jobs. We have used Bugle almost exclusively over the last 10 years and have been very happy with their work. I believe their excellent record outweighs the slightly higher prices in this bid. Therefore, I am seeking City Council approval to award the contract to Bugle Contracting of Cornet, MI. for an amount not-to-exceed \$25,000.

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 January 28, 2020.

Request for Proposal – Line Clearing and Tree Trimming Services

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 is enclosed in a sealed envelope marked:

Request for Proposal – Line Clearing and Tree Trimming Services

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 \$1,000 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/her 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 Distribution Engineer, Gerald Pirkola at [REDACTED] or gpirkola@escanaba.org.

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Instructions to Bidders

1. Scope of the Bid

- 1.1 The City of Escanaba, Michigan invites bids for **Line Clearing and Tree Trimming Services** hereto referred as "**Work**". The Work is specified in greater details later in this document.

2. Eligible Bidders

- 2.1 This Invitation for Bids is open both to both local and national (United States of America) bidders.
- 2.2 All City of Escanaba, Michigan bids are prepared to afford all vendors the equal opportunity for fair and equitable competition.
- 2.3 Bidders must submit, as an integral part of their Official Bid, any and all applicable required documents or forms contained within the bid request.
- 2.4 The City of Escanaba, Michigan reserves the right to ask the Bidders to submit additional documents to enable The City of Escanaba, Michigan to fully evaluate the eligibility of the bidder.

3. Corrupt, Fraudulent, Collusive, and Coercive Practices

- 3.1 The City of Escanaba, Michigan requires that all bidders, manufacturers, contractors, or distributors observe the highest standard of ethics during procurement and execution of all contracts. The City of Escanaba, Michigan shall reject any Bids put forward by Bidders or, where applicable, terminate their contract if it is determined that they have engaged in corrupt, fraudulent, collusive, or coercive practices. In pursuance of this document, the City of Escanaba, Michigan, defines, for the purposes of this provision, the terms set forth below as follows:
- a. "corrupt practice" means the offering, giving, receiving, or soliciting directly or indirectly any thing of value to influence the action of the Procuring/Contracting Entity in the procurement process or in contract execution;
 - b. "fraudulent practice" is any acts or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, the Procuring/Contracting Entity in the procurement process or the execution of a contract, to obtain a financial gain or other benefit to avoid obligation;
 - c. "collusive practice" is an undisclosed arrangement between two or more Bidders designed to artificially alter the results of the tender procedure to obtain a financial gain or benefit;
 - d. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities in a procurement process, or after the execution of a contract.
- 3.2 The City of Escanaba, Michigan will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question.

4. Content of the Bidding Document

- 4.1 The following documents shall comprise the Official Bidding Documents (hereinafter referred to as the "Documents")
- a. Invitation to Bid
 - b. Instruction to Bid
 - c. Technical Specifications
 - d. Bid Form & Official Bid Template

- 4.2 Bidders are expected to fully read and examine the contents of all the documents comprising the Official Bidding Documents and must fully comply with all the requirements set forth in the Documents. The City of Escanaba, Michigan reserves the right to reject any or all bids that do not comply with any provision in the "Documents".

5. Clarification of the Bidding Documents

- 5.1 All clarification regarding any provision/item in the bidding document should be sent by e-mail to cityelectric@escanaba.org. The City of Escanaba, Michigan will respond by e-mail or phone to requests for clarification received not later than 2 days before the deadline of the submission to bids. The City of Escanaba, Michigan may circulate to all bidders, the questions/clarification request and its answers. Additionally, Bidders should include contact email addresses in the event that the City of Escanaba wishes to release additional details to clarify the Bidding Documents further.

6. Amendments to the Bidding Documents

- 6.1 At any time prior to the deadline for submission of bids, the City of Escanaba, Michigan, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.
- 6.2 All prospective bidders that have received the bidding documents will be notified of the amendment in writing and will be binding to them.
- 6.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the City of Escanaba, Michigan, at its discretion, may extend the deadline for the submission of bids.

7. Cost of the Bidding

- 7.1 Bidders shall bear all costs associated with the preparation and submission of their bid. The City of Escanaba, Michigan shall not bear any responsibility and shall not be held liable for any cost the Bidders may incur while preparing their bid, regardless of the final outcome of the bidding process.

8. Period of Validity of the Bids

- 8.1 Bids shall remain valid for a period of at least 30 days from the date of bid opening prescribed in this document. The City of Escanaba, Michigan reserves the right to reject any or all bids that do not comply with this requirement.
- 8.2 In exceptional circumstances, prior to expiry of the bid validity, the City of Escanaba, Michigan may request that the bidders extend the period of validity for a specified additional period of 15 days. The request and the bidders' responses shall be made via e-mail or in writing.

9. Submission of the Bids & Use of Official Bid Template

- 9.1 Bidders shall be provided with a hard copy of the Official Bid Template of this project. Additionally, a soft copy will be made available on the City of Escanaba website, www.escanaba.org. Bidders should use the Official Bid Template when preparing their bids in order to avoid errors or miscalculations.
- 9.2 Bidders should submit their official bids using the official bid template, and must be signed by their authorized representative or stamped by the company's official seal. Additional submission information shall be included as an attachment to the Documents.

10. Clarification of the Bids

- 10.1 During the evaluation of the bids, the City of Escanaba, Michigan may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing or e-mail.
- 10.2 Any effort by a bidder to influence the City of Escanaba, Michigan in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

11. Bids Evaluation

- 11.1 The City of Escanaba, Michigan shall conduct a technical evaluation of the bids received and forward the result of their technical evaluation to the Escanaba City Council.
- 11.2 The Council shall then convene and evaluate the bids received and the technical evaluation result prepared by the City of Escanaba, Michigan. The Council shall determine the bid that is most favorable to the City of Escanaba, Michigan and shall submit its recommendation to the City.
- 11.3 Bids shall be evaluated using the following factors:
- Prices offered
 - Schedule
 - Payment Terms
 - Technical Compliance of the Work
- 11.4 The City of Escanaba, Michigan reserves the right to accept or reject any or all bids, and to annul the bidding process any time prior to contract award, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the City of Escanaba, Michigan's action.

12. Notification of Award and Performance Guarantee

- 12.1 The City of Escanaba, Michigan shall contact winning Bidder via phone and e-mail which will serve as the confirmation for the Bidder to start working on fulfilling his contractual obligation under the agreement.
- 12.2 The winning Bidder may be required to provide the City of Escanaba, Michigan a performance security/bond. The details of any bond are included with the Documents of the Bid. The City of Escanaba, Michigan reserves the right to reject the Bid in the case that the Bidder fails to submit the required performance security/bond.

13. Purchaser's Right to Alter the Quantity of the Requirement

- 13.1 The City of Escanaba, Michigan reserves the right at any time of the time of contract award, to increase or decrease the quantity of materials in the bid.

Work Specifications

The purpose of these specifications is to provide requirements for the trimming and removal of trees and brush in close proximity to energized distribution power lines owned by the City of Escanaba Electric Department, located on both public right-of-way and private property. All work performed by the Contractor is subject to inspection and approval by the City of Escanaba Electric Department. The contractor will be responsible for all damages to private property.

We are requesting hourly rates for this bid. These prices are to be all-inclusive and include supervisory costs.

Further detail pertaining to the Contractor's responsibilities and scope of Work are contained in the Technical Specifications section and attached appendices.

Safety

The Contractor shall comply with all pertinent federal, state, and local laws, rules, and regulations in regards to work performed for the City of Escanaba Electric Department. All lifts and other equipment used near energized lines must have passed a recent dielectric test. All tools used near energized lines must be insulated.

The Contractor must notify the City of Escanaba Electric Department immediately of any and all contacts with primary conductors.

Technical Specifications

The Work shall include furnishing of all labor, materials, and construction equipment necessary for the following details unless otherwise noted.

In general, the Contractor is to trim or remove (if possible) only tall growing tree species, unless otherwise specified. Shrubs and low growing trees or dwarf tree specie should not be cut. Most fruit trees, mountain ash, etc., are examples of tree species that are exempt from cutting. Viburnum, sumac, dogwood, autumn olive, thorn apple, etc., are examples of shrubs which should not be cut.

All tall growing trees and brush shall be cut or trimmed to give a 7' minimum clearance from primary wires on three phase circuits, a 5' clearance from primary wires on single phase circuits, and a 5' minimum clearance from secondary wires, unless unable to obtain necessary permission to do so. Trimming shall eliminate any growth that is capable of hanging down and contacting the primary conductor for several years' growth. The stumps of all trees cut down shall be cut flush with the surrounding ground.

All danger trees and dead limbs which jeopardize primary conductors shall be removed, irrespective of their location to the ROW.

All trimming shall utilize drop crotch pruning techniques. Furthermore, directional pruning shall be used to the maximum extent possible.

The Contractor shall provide all necessary signage as required for working along the roadways. The Contractor must supply all workers with the required PPE. The Contractor is responsible for the removal of all debris on their worksite.

All brush, wood, and chips shall be removed from the ROW and hauled to the compost site adjacent to the Delta County Landfill. All marketable wood must be left for the property owner. All marketable wood left for the property owner shall be cut into 100" lengths and piled neatly along the edge of the ROW. If the property owner instructs the Contractor to remove marketable wood, the Contractor shall remove it. If the Contractor is able to secure an alternate site for brush, wood, and chip disposal, that is also acceptable.

Special Work Considerations

All clearing work is to take place between the hours of 7:30am and 4:00pm on weekdays that are not recognized as holidays.

The breaker feeding the circuit being worked on must be set to "one-shot" before work is started each day. The breaker must be set back to "normal" at the end of each work day.

The person who knows the location and work schedule of the Contractor's crews needs to report work location daily to the City of Escanaba Electric Department and be readily accessible by phone, radio, or pager.

The Contractor must supply a list of references with contact names and phone numbers. This list must be for work performed on energized power lines and include the dollar amounts of said contracts.

The City of Escanaba Electric Department reserves the right to reject any and all equipment owned by the contractor. The City of Escanaba Electric Department reserves the right to terminate the contract at any time for unsafe work practices.

Notifications

In an effort to minimize adverse reaction from City of Escanaba Electric Department's customers and other property owners, an effort shall be made to notify every property owner in person, by phone, or by mail before clearing work is started on their property. Notification shall provide sufficient detail regarding the nature and extent of the work to be done on their property. In the event that the owner reaction to the intended work will not permit these specifications to be followed, the Contractor is to notify the City of Escanaba Electric Department before doing any work on that property.

The City of Escanaba Electric Department will provide to the Contractor a list of all active customers with phone numbers and addresses on the circuits to be worked on. The Contractor shall maintain sufficient records to be able to document date of contact, means of contact, and person contacted. The Contractor must also document those properties where the owners could not be located or contacted.

In addition to the above, a crew representative shall attempt to announce their presence just before starting work when working in yard areas.

Schedule

The Contractor shall be expected to commence Work as soon as available or as directed by the City of Escanaba. The latest anticipated completion date for the work is June 15th, 2015 and no additional work shall occur beyond that date unless authorized by the City of Escanaba.

Requirements Prior to Start of Construction

The Contractor must meet certain requirements set by the City of Escanaba before starting any part of the Work outlined in this Document. Please see Appendix A: Insurance for the necessary forms and/or procedures to meet the requirements for this Work.

Please contact Gerald Pirkola with any questions pertaining to these bid specifications.

Gerald Pirkola
Distribution Engineer

City of Escanaba
Electric Department
1711 Sheridan Rd.
Escanaba, MI 49829
gpirkola@escanaba.org
Office: 906-786-0061
Fax: 906-786-0791

Official Bidder's Proposal

Date: _____

City of Escanaba
Escanaba, MI 49829

NOTE: The total contract is limited to \$25,000.

We, the undersigned, agree to furnish all labor, materials, and construction equipment necessary for completion of contracted Work in accordance with the attached minimum specifications, which are part of this proposal, at the following price(s):

Lump Sum for defined locations

Line that runs north-south between 1st Ave S & 3rd Ave S, west of Bishop Noa Senior Home and east of Willow Creek Road: Remove all trees within 25 feet to the west from the center of the powerline – marked with white stakes at the pole locations. Remove all trees east of the powerline up to the Bishop Noa fence. Remove all low lying brush and sapplings underneath the powerline. For the two (2) taps that run west toward Willow Creek Road, perform the same clearance – 25 feet on both sides of the two powerlines all the way to Willow Creek Road. Low lying shrub brush in and near the Willow Creek need not be removed. \$_____

Remove the following four (4) trees to the ground marked with white 'X':
1) Northside of 4th Ave S and East of S 15th St.
2&3) Two (2) trees in front of 1312 4th Ave S east of S 14th St.
4) 1102 S 22nd St – northwest corner of lot behind house. \$_____

12th Road (Jaeger) – Primary and Secondary clearance from M35 heading west to address 5304 and north to the house at address 5304 12th Rd. \$_____

Hourly Rates for Trimming

Two (2) man crew with 55' working height bucket truck, chipper, pickup truck, and all necessary equipment on the job, including, but not limited to: signage, ropes, climbing equipment, saws, fuels, lube, etc. \$_____ / hour

Soonest Available Start Date: _____

CERTIFIED CHECK, CASHIER'S CHECK, OR BIDDER'S BOND ENCLOSED IN THE AMOUNT OF:

\$ _____
(Must be included to qualify)

SUBMITTED BY:

COMPANY: _____

ADDRESS: _____

NAME (PRINT): _____

SIGNED: _____

TITLE: _____

PHONE: _____

Appendix A: Insurance

The selected contractor shall provide the City of Escanaba with the following evidence of insurance before the commencement of the work:

Workers Compensation

Coverage A	Statutory – Michigan
Coverage B	\$100,000

Comprehensive General Liability

Bodily Injury	\$1,000,000 Combined Single Limits (minimum)
Property Damage	\$1,000,000 Combined Single Limits (minimum)

Comprehensive Auto Liability

Auto Liability	\$1,000,000 Combined Single Limits (minimum)
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The City of Escanaba shall be named as “additional insured” on all certificates. All policies affording coverage under the insurance requirements shall further be endorsed to provide a ten (10) day notice to be delivered to the City of Escanaba 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 Contractor’s obligations under the contract. These bonds shall remain in effect at least until 6 months after the final payment

1/13/2020

Official Bidder's Proposal

Date: 1/27/2020

City of Escanaba
Escanaba, MI 49829

NOTE: The total contract is limited to \$25,000.

We, the undersigned, agree to furnish all labor, materials, and construction equipment necessary for completion of contracted Work in accordance with the attached minimum specifications, which are part of this proposal, at the following price(s):

Lump Sum for defined locations

Line that runs north-south between 1st Ave S & 3rd Ave S, west of Bishop Noa Senior Home and east of Willow Creek Road: Remove all trees within 25 feet to the west from the center of the powerline – marked with white stakes at the pole locations. Remove all trees east of the powerline up to the Bishop Noa fence. Remove all low lying brush and sapplings underneath the powerline. For the two (2) taps that run west toward Willow Creek Road, perform the same clearance – 25 feet on both sides of the two powerlines all the way to Willow Creek Road. Low lying shrub brush in and near the Willow Creek need not be removed.

\$ 4,050.00

Remove the following four (4) trees to the ground marked with white 'X':

- 1) Northside of 4th Ave S and East of S 15th St.
- 2&3) Two (2) trees in front of 1312 4th Ave S east of S 14th St.
- 4) 1102 S 22nd St – northwest corner of lot behind house.

\$ 2,970.00

12th Road (Jaeger) – Primary and Secondary clearance from M35 heading west to address 5304 and north to the house at address 5304 12th Rd.

\$ 6,300.00

Hourly Rates for Trimming:

Two (2) man crew with 55' working height bucket truck, chipper, pickup truck, and all necessary equipment on the job, including, but not limited to: signage, ropes, climbing equipment, saws, fuels, lube, etc.

\$ 90.00 / hour

Soonest Available Start Date: SOON AS NEEDED

1/13/2020

CERTIFIED CHECK, CASHIER'S CHECK, OR BIDDER'S BOND ENCLOSED IN THE AMOUNT OF:

\$ 1,000.00
(Must be included to qualify)

SUBMITTED BY:

COMPANY: Klee Logging & Tree Service INC.

ADDRESS:



NAME (PRINT):

Spencer Klee

SIGNED:

Spencer Klee

TITLE:

President

PHONE:



Official Bidder's Proposal

Date: 1-28-2020

City of Escanaba
Escanaba, MI 49829

NOTE: The total contract is limited to \$25,000.

We, the undersigned, agree to furnish all labor, materials, and construction equipment necessary for completion of contracted Work in accordance with the attached minimum specifications, which are part of this proposal, at the following price(s):

Lump Sum for defined locations

Line that runs north-south between 1st Ave S & 3rd Ave S, west of Bishop Noa Senior Home and east of Willow Creek Road: Remove all trees within 25 feet to the west from the center of the powerline – marked with white stakes at the pole locations. Remove all trees east of the powerline up to the Bishop Noa fence. Remove all low lying brush and sapplings underneath the powerline. For the two (2) taps that run west toward Willow Creek Road, perform the same clearance – 25 feet on both sides of the two powerlines all the way to Willow Creek Road. Low lying shrub brush in and near the Willow Creek need not be removed.

\$ 7750.00

Remove the following four (4) trees to the ground marked with white 'X':

- 1) Northside of 4th Ave S and East of S 15th St.
- 2&3) Two (2) trees in front of 1312 4th Ave S east of S 14th St.
- 4) 1102 S 22nd St – northwest corner of lot behind house.

\$ 2300.00

12th Road (Jaeger) – Primary and Secondary clearance from M35 heading west to address 5304 and north to the house at address 5304 12th Rd.

\$ 3500.00

Hourly Rates for Trimming

Two (2) man crew with 55' working height bucket truck, chipper, pickup truck, and all necessary equipment on the job, including, but not limited to: signage, ropes, climbing equipment, saws, fuels, lube, etc.

\$ 109.00 / hour

Soonest Available Start Date: 2/10/2020

1/13/2020

CERTIFIED CHECK, CASHIER'S CHECK, OR BIDDER'S BOND ENCLOSED IN THE AMOUNT OF:

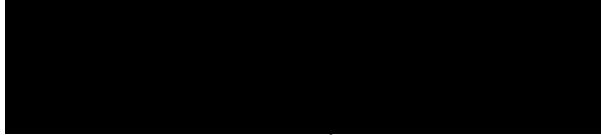
\$ 1000.00
(Must be included to qualify)

SUBMITTED BY:

COMPANY:

Bugle Contracting

ADDRESS:



NAME (PRINT):

Ron Sawille

SIGNED:

Ronald J. Sully

TITLE:

MANAGER

PHONE:

