



CITY COUNCIL MEETING AGENDA

1st and 3rd Thursday of the Month

Marc D. Tall, Mayor
Ronald J. Beauchamp, Mayor Pro-Tem
Patricia A. Baribeau, Council Member
Ralph B. Blasier, Council Member
Michael R. Sattem, Council Member

James V. O'Toole, City Manager
Robert S. Richards, CMC, City Clerk
Ralph B.K. Peterson, 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 listed with an asterisk (*) are considered routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member or citizen so requests, in which event the item will be removed from the General Order of Business and considered in its normal sequence on the Agenda.

Regular Meeting

Thursday, October 2, 2014, at 7:00 p.m.

CALL TO ORDER
ROLL CALL

INVOCATION/PLEDGE OF ALLEGIANCE -
APPROVAL/CORRECTION(S) TO MINUTES -

Reverend Chris Johnson, Pastor, Christ the King Lutheran Church
Special Meeting - September 10, 2014
Regular Meeting - September 18, 2014
Special Meeting - September 23, 2014

APPROVAL/ADJUSTMENTS TO THE AGENDA
CONFLICT OF INTEREST DECLARATION
BRIEF PUBLIC COMMENT
PUBLIC HEARINGS - None

UNFINISHED BUSINESS

1. Approval - 2015 ¾ Ton Cab/Chassis Two Wheel Drive Pick-up Truck.

Explanation: Administration is seeking Council approval to purchase a 2015 ¾ ton cab/chassis two wheel drive pick-up truck in the amount of \$26,814 from Riverside Chevrolet of Escanaba, MI. The purchase of this vehicle is included in the current fiscal year budget.

NEW BUSINESS

1. Approval - Two (2) 2014 Chevrolet Impala Fully Marked Patrol Vehicles.

Explanation: Administration is seeking Council approval to purchase two (2) 2014 Chevrolet fully marked Impala patrol vehicles in the amount of \$48,240 from Riverside Chevrolet of Escanaba, MI. The purchase of these vehicles is included in the current fiscal year budget.

2. Approval - Annual Service Agreement - William Bonifas Fine Arts Center.

Explanation: The William Bonifas Fine Arts Center is seeking Council approval of their 2014-15 Service Agreement in the amount of \$5,000. Under the terms of the agreement, the Center will provide a minimum of 8 exhibitions in the Alice Powers Exhibition Hall, 5 plays, 25 classes in the creative and visual arts, and 5 workshops which will be available to the citizens of Escanaba. Administration is recommending approval of the service agreement.

3. Approval - Annual Service Agreement - Delta County Historical Society.

Explanation: The Delta County Historical Society is seeking Council approval of their annual Service Agreement in the amount of \$2,000. Under the terms of the service agreement, the Delta County Historical Society will be able to provide tours and new activities at the Museum and Lighthouse facilities which will be available to the citizens of the City of Escanaba. Administration is recommending approval of the service agreement.

4. Approval - Modification to 2015 Council Meeting Dates.

Explanation: Administration is seeking Council approval of the 2015 Annual Council Meeting schedule.

Council Agenda - October 2, 2014

5. Approval - Professional Services - Engineering and Design Request - Civic Center Roof Project.

Explanation: Administration is seeking Council approval to retain Bittner Engineering, Inc. of Escanaba, MI, in the amount of \$6,950 for professional engineering and design services for re-roofing the Catherine Bonifas Civic Center. The new roof replacement is included in the current fiscal year budget.

6. Approval - MERIT Service Agreements - MeritMail, MeritMail Archiving and eDiscovery, and MERIT Network Internet.

Explanation: Administration is seeking Council approval to retain MERIT Network, of Ann Arbor, MI, in providing the City of Escanaba with a network platform, internet system and email services. Administration is seeking Council approval of the following: 1) A three (3) year contract for the MERIT eMail Collaboration Suite in the annual amount of \$1,320; 2) A one (1) year contract for the MeritMail Archiving and eDiscovery for staff/council accounts in the amount of \$3,600; and 3) A one (1) year contract for Internet bandwidth to the City of Escanaba in an amount not to exceed \$5,336. Funds for these services are included in the current fiscal year budget.

7. Approval - Michigan Economic Development Corporation (MEDC) Redevelopment Ready Communities (RRC) Resolution and Memorandum of Understanding.

Explanation: Administration is seeking Council approval of a Resolution of Support and Memorandum of Understanding to participate in the MEDC Redevelopment Ready Communities Program. With this program a third party review of land development polices and processes will be evaluated so that the City of Escanaba can become a "Development Ready" community in the State of Michigan.

8. First Reading - Ordinance No. 1155 - Les Cheneaux Payment in Lieu of Taxes (PILOT) and Approval of a Municipal Services Agreement - Upper Peninsula Commission for Area Progress (UPCAP).

Explanation: UPCAP, owner and operator of the Les Cheneaux Apartment Complex located at 825 South 26th Street, Escanaba, MI, is requesting the City of Escanaba approve a PILOT Ordinance and Municipal Services Agreement so that they can seek USDA funding to renovate and update the apartment complex. Council is requested to consider this the first reading of Ordinance No. 1155, and set the second reading and public hearing for October 16, 2014.

9. Update - Sale of the Power Plant - City Manager's Office.

Explanation: Administration will update the Council and public on the latest developments related to the sale of the Escanaba generating facility.

APPOINTMENTS
BOARD, COMMISSION, AND COMMITTEE REPORTS
GENERAL PUBLIC COMMENT
ANNOUNCEMENTS
ADJOURNMENT

Respectfully Submitted



James V. O'Toole
City Manager

OFFICIAL PROCEEDINGS
CITY COUNCIL
ELECTRICAL ADVISORY COMMITTEE
CITY OF ESCANABA, MICHIGAN
Special Joint Meeting
Wednesday, September 10, 2014

Pursuit to a meeting notice posted September 5, 2014, the meeting was called to order by the Mayor Marc D. Tall at 6:00 p.m. in the Council Chambers of City Hall located at 410 Ludington Street.

Present: Mayor Marc D. Tall, Council Members, Patricia A. Baribeau, Ronald J. Beauchamp, Ralph B. Blasier, and Michael R. Sattem.

Absent: None

Present: Electrical Advisory Committee (EAC) Members: Chairperson Tim Wilson, Larry Arkens, Ann Bissell, Glendon Brown, and John Anthony.

Absent: Two vacancies, and Power Plant Liaison.

Also Present: City Manager James V. O'Toole, Electric Superintendent Mike Furmanski, City Controller Michael Dewar, Jack Scott of Pro Energy Services, Inc., Charles DeTiege of Escanaba Green Energy (EGE), members of the public and media.

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

UNFINISHED BUSINESS – None

CONFLICT OF INTEREST – None

PUBLIC HEARING – None

NEW BUSINESS

Update – Electric Department –General Operations.

Electrical Superintendent Mike Furmanski updated the City Council, Electrical Advisory Committee and Citizens of Escanaba on the current departmental activities.

- Staff was busy over the past month performing Pole Change outs and Street Lighting.
- Invited Committee Members to attend the UP Energy Summit on Tuesday October 28, 2014.

Update – Operation and Maintenance of Power Plant – Pro Energy Services, Inc.

Pro Energy Services, Inc. updated the City Council, Electrical Advisory Committee

and Citizens of Escanaba on the status of the operation and maintenance of the power plant.

- No planned outages during the month;
- No accidents or injuries were reported in August;
- No Air Monitoring deviations in the month of August;
- Reviewed dates and hours Power Plant Units ran in August;
- Reported no repairs with the Combustion Turbine;
- Reviewed maintenance during the month of August.

Update – Federal Energy Regulatory Commission (FERC) Filing – Motion to Intervene – Presque Isle Power Plant SSR Cost Increases and Allocation.

Administration updated the EAC, City Council and the citizens of Escanaba on a motion that was filed on behalf of the City with FERC on August 28, 2014. The purpose of the filing was 1) to argue the cost increases from re-allocating the PIPP SSR should only be made prospectively; and 2) to ask FERC to clarify that it did not pre-judge any particular SSR cost allocation. Administration also updated the City Council and Electrical Advisory Committee on projected legal costs which may be incurred as a result of the most recent FERC rulings.

Update – Federal Energy Regulatory Commission (FERC) Filing – Motion to Intervene – SSR Cost Re-Allocation.

Administration updated the EAC, City Council and the citizens of Escanaba on a filing the City made with FERC on September 2, 2014. This filing was a limited protest to MISO's compliance filing for PIPP to again argue that cost increases should only be prospective and to preserve the City's rights to participate in any further proceedings FERC may order to address PIPP SSR allocation. The filings were also made in order to protect the City's rights to contest a re-allocation of the Escanaba SSR costs in line with the methodology used for PIPP. At this time, new allocations of the Escanaba SSR costs have not been released by MISO, but similar such filings may be required in the proceedings associated with the Escanaba SSR.

Approval – American Transmission Company (ATC) Purchase of Easement – Holmes to Old Mead Road Project.

Administration updated the EAC, City Council and the citizens of Escanaba on a request from ATC to purchase easement rights on city-owned property for the Holmes to Old Mead Road Project, in the amount of \$45,500.

NB-5 After discussion, Blasier moved, Sattem seconded, to approve a request from ATC to purchase easement rights on city-owned property for the Holmes to Old Mead Road Project in the amount of \$45,500 based on a ATC appraisal.

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

Ayes: Blasier, Sattlem, Beauchamp, Baribeau, Tall
Nays: None

MOTION CARRIED.

Approval – Distribution Power Pole Purchase.

Administration sought Council approval to purchase wooden electrical distribution poles from Border States Electric of Kingsford, MI in the amount of \$40,251.77.

NB-6 Baribeau moved, Beauchamp seconded, to approve to purchase wooden electrical distribution poles from Border States Electric of Kingsford, MI in the amount of \$40,251.77.

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

Ayes: Baribeau, Beauchamp, Sattlem, Blasier, Tall
Nays: None

MOTION CARRIED.

Approval – Coal Purchase.

Administration sought Council approval to purchase coal from the Upper Lakes Coal Company of Green Bay, WI. and reviewed the previous purchase made by Council.

NB-7 Blasier moved, Sattlem seconded, to approve to purchase additional 1200 tons of coal from the Upper Lakes Coal Company of Green Bay, WI.

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

Ayes: Blasier, Sattlem, Beauchamp, Baribeau, Tall
Nays: None

MOTION CARRIED.

Update – Power Plant Purchase Agreement/Sale.

Escanaba Green Energy representative Charles DeTiege advised that the funds were in the HSBC Escrow Account, and should be in the Corban Account Thursday September 10, 2014. Mr. DeTiege also reviewed final process for the funds to be

transferred to the City.

GENERAL PUBLIC COMMENT – None

COUNCIL/COMMITTEE, STAFF REPORTS – None

ADJOURNMENT

Hearing no further public comment, or further reports from the Electrical Advisory Committee or Council, the meeting adjourned at 6:29 p.m.

Respectfully submitted,

Robert S. Richards
City Clerk

Approved: _____

Marc D. Tall, Mayor

**OFFICIAL PROCEEDINGS
CITY COUNCIL
CITY OF ESCANABA, MICHIGAN
Regular Council Meeting
Thursday, September 18, 2014**

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, Patricia A. Baribeau, Ronald J. Beauchamp, Ralph B. Blasier, and Michael R. Sattem

Absent: None

Also Present: City Manager James V. O'Toole, City Department Heads, media, and members of the public.

City Clerk Robert S. Richards gave the invocation and led Council in the Pledge of Allegiance.

Beauchamp moved, Blasier seconded, **CARRIED UNANIMOUSLY**, to approve Work Session Meeting Minutes from September 3, 2014, and Regular Meeting Minutes from September 4, 2014, as submitted.

ADJUSTMENTS TO THE AGENDA

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

CONFLICT OF INTEREST DECLARATION – None

BRIEF PUBLIC COMMENT – None

PUBLIC HEARINGS – None

NEW BUSINESS

Selection - City of Escanaba Representative and Alternate for the Michigan Municipal League (MML).

The annual meeting of members of the MML was scheduled in Marquette on October 15-17, 2014. Council was requested to select a Council member and alternate member attending the convention as the Official Representatives of the City of Escanaba for voting at the annual MML business meeting.

NB-1a Baribeau moved, Beauchamp seconded, **CARRIED UNANIMOUSLY**, to select Mayor Tall as the City of Escanaba Representative, and Council Member Sattem as alternate, to attend the annual MML convention in Marquette Michigan as the Official Representatives of the City of Escanaba for voting at the annual MML

City Council Minutes
September 18, 2014 – cont.
business meeting.

NB-1b Blasier moved, Beauchamp seconded, **CARRIED UNANIMOUSLY**, to reschedule the regular Council meeting of October 16, 2014, to October 23, 2014, at 7:00 p.m., City Hall, Room C101, 410 Ludington Street, Escanaba, Michigan, due to Council Members attending the Michigan Municipal League Conference in Marquette, MI.

Purchase Approval – 2015 1 Ton 4 Wheel Drive Pick-Up Truck with Snow Plow Package.

Administration sought Council approval to purchase a 2015 1 ton 4 wheel drive pick-up with snow plow package (no box) in the amount of \$34,777.39 from Riverside Chevrolet of Escanaba, MI. The purchase of this vehicle was included in the current fiscal year budget.

NB-2 After discussion, Beauchamp moved, Sattem seconded, to approve to purchase a 2015 1 ton 4 wheel drive pick-up with snow plow package (no box) in the amount of \$34,777.39 from Riverside Chevrolet of Escanaba, MI.

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

Ayes: Beauchamp, Sattem, Blasier, Baribeau, Tall

Nays: None

MOTION CARRIED.

Purchase Approval – 2015 ¾ Ton Cab/Chassis Two Wheel Drive Pick-up Truck.

Administration sought Council approval to purchase a 2015 ¾ Ton cab/chassis two wheel drive pick-up truck in the amount of \$26,814.00 from Riverside Chevrolet of Escanaba, MI. The purchase of this vehicle was included in the current fiscal year budget.

NB-3 After a discussion on rebidding, Blasier moved, Baribeau seconded, to table the item until Council received further information from the Department of Public Works regarding the bid and its specifications.

Ayes: Blasier, Baribeau, Sattem, Beauchamp, Tall

Nays: None

MOTION CARRIED.

Update – Sale of the Power Plant – City Manager’s Office.

Administration updated the Council and public on the latest developments related

to the sale of the Escanaba generating facility.

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.

Council Member Blasier stated the Delta County Solid Waste Planning Commission held public hearings on an amendment to the Delta County Solid Waste Plan to open a new Landfill on the Escanaba Paper Company site.

The Delta County Solid Waste Planning Commission voted to recommend to the County Board of Commissioners for approval of the amendment.

Council Member Blasier stated if the Delta County Board of Commissioners approved the amendment, the Cities of Escanaba and Gladstone, and County Villages and Townships would be asked to approve the amendment. Once approved, the County would submit the amendment and information to the Michigan Department of Environmental Quality.

GENERAL PUBLIC COMMENT

City resident Shirley Eliakis commented on Escanaba Downtown and the installation of the new turning traffic posts. She believed it was a detraction downtown. Mrs. Eliakis encouraged more individuals get involved to bring attractions and businesses to Escanaba and its downtown.

Mayor Tall and Council Members suggested Mrs. Eliakis contact the Downtown Development Authority with her ideas.

ANNOUNCEMENTS

- Reviewed the dedication on the new Tapini Field at Veterans Park;
- Retro skating station mural was purchased by Council Member Blasier. He provided a history of the mural and suggested it was part of the City of Escanaba heritage, and should be saved. Council Member Blasier wished the mural be put on public display. Manager O'Toole asked that the landmark mural be given to the City Library, and thanked Council Member Blasier for his donation to the City of Escanaba;
- Council Members encouraged the public to attend the Bass Fishing Event at Ludington Park;
- Mayor Tall advised the Barber Shop Concert was scheduled for Saturday evening at the Middle School on September 20th.

City Council Minutes
September 18, 2014 – cont.

- MEDC Urgent Grant Needs awards were announced based on the infrastructure damages from the winter of 2013/14. Manager O’Toole stated the City of Escanaba did not receive a very equitable reimbursement compared to other municipalities. He advised he submitted a rebuttal to the awards and reviewed reasons how the awards were given. Manager O’Toole stated there were ongoing discussions with the MEDC.

Hearing no further public comment, the Council adjourned at 7:36 p.m.

Respectfully submitted

Robert S. Richards, CMC
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
Tuesday, September 23, 2014**

Pursuit to a special meeting notice posted September 4, 2014, the meeting was called to order by the Honorable Mayor Pro Tem Ronald J. Beauchamp at 6:00 p.m. in the Council Chambers of City Hall located at 410 Ludington Street.

Present: Mayor Pro Tem Ronald J. Beauchamp, Council Members Patricia A. Baribeau, and Michael R. Sattem.

Absent: Mayor Marc D. Tall and Council Member Ralph B. Blasier.

Planning: James Hellermann, Kelvin Smyth, Christine Williams, and Stephen Buckbee.

Absent: Chairperson Thomas Warstler, Commission Members Todd Milkiewicz, Patrick Connor, Roy Webber, and Brian Black,

DDA: DDA Trustees Dan Bender, Mary Finlan, Andy Crispigna, Mitch Taylor, and James O'Toole.

Absent: Chairperson Sue Parker, Tara Deno, and Jeffrey Slagstad.

Historic: Chairperson Don Curran, Commissioners Ellie O'Donnell, Karen Lindquist, Monte Morrison, and Elizabeth Keller.

Absent: Commissioners Judith Fouts and Suzell Eisenberger.

Also Present: City Manager James V. O'Toole, Robert S. Richards City Clerk, DDA Director Ed Legault, Jennifer Tucker and Jen Rigterink of the Michigan Economic Development Corporation (MDEC), Library Director Carolyn Stacey, City Code Enforcement Blaine DeGrave, Media and members of the public.

ADJUSTMENTS TO THE AGENDA

Sattem moved, Baribeau seconded, **CARRIED UNANIMOUSLY**, to approve the agenda as submitted.

CONFLICT OF INTEREST DECLARATION – None

NEW BUSINESS

Presentation/Discussion – Michigan (MEDC) Redevelopment Ready Communities Program (RRC).

City Code Enforcement Official Blaine DeGrave introduced Jennifer Tucker and

City Council Minutes
September 23, 2014 – continued

Jen Rigterink of MEDC, and provided a brief history of the MEDC Redevelopment Ready Communities Program.

Jennifer Tucker and Jen Rigterink from the Michigan Economic Development Corporation made a presentation on the City of Escanaba's selection into the Michigan Economic Development Corporation (MEDC) Redevelopment Ready Communities Program (RRC). The RRC Program was a statewide program that certified communities as "development ready" based on effective policies, efficient processes and broad community support. The following information was reviewed: (See Attachment – A)

- RRC Purpose;
- RRC Evolution;
- Certification Process. The Escanaba City Council first needs to adopt a resolution of support and complete a Memorandum of Understanding (MOU);
- RRC Evaluation Process;
- RRC Advisory Council;
- RRC Best Practices Review:
 - Community Plans & Public Outreach;
 - Zoning Regulations;
 - Development Review Process;
 - Recruitment & Education;
 - Redevelopment Ready Sites;
 - Community Prosperity;
- RRC Certification signals to business owners, developers and investors that the community has removed development barriers;
- Ms. Rigterink stressed Customer Service, Internal documentation, Planning, Strategies to succeed, Access to information on Web Site, Is Master Plan up to date and applicable to all State Laws;
- Next Steps;
- List of current RRC Communities;
- Thriving vibrant Private Place Downtown was the ultimate goal!

GENERAL PUBLIC COMMENT – None

COMMISSION/STAFF COMMENT AND ANNOUNCEMENTS

Hearing no further business or public comment, the meeting adjourned at 6:52 p.m.

Respectfully submitted,

Robert S. Richards, CMC
City Clerk

Approved: _____

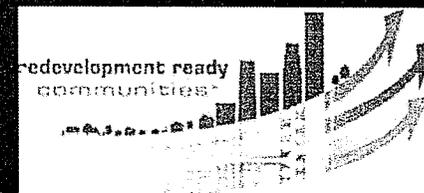
Marc. D. Tall, Mayor

PURE MICHIGAN®



Redevelopment Ready Communities®

Michigan Economic Development Corporation



RRC Purpose

Assist communities in maximizing their economic potential by embracing effective redevelopment tools & best practices, making the development process more efficient, transparent and simple.

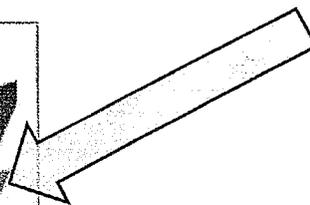
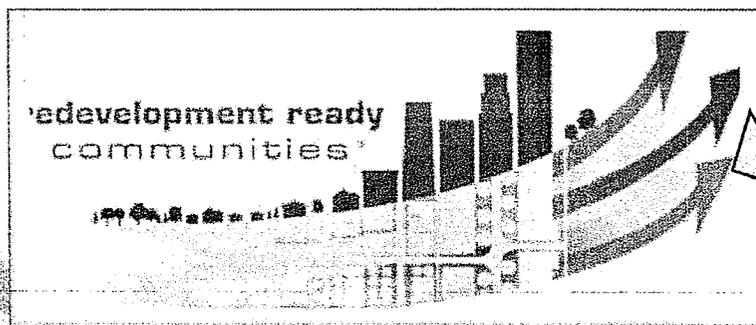


RRC Evolution

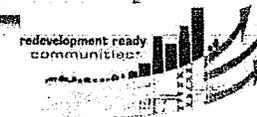
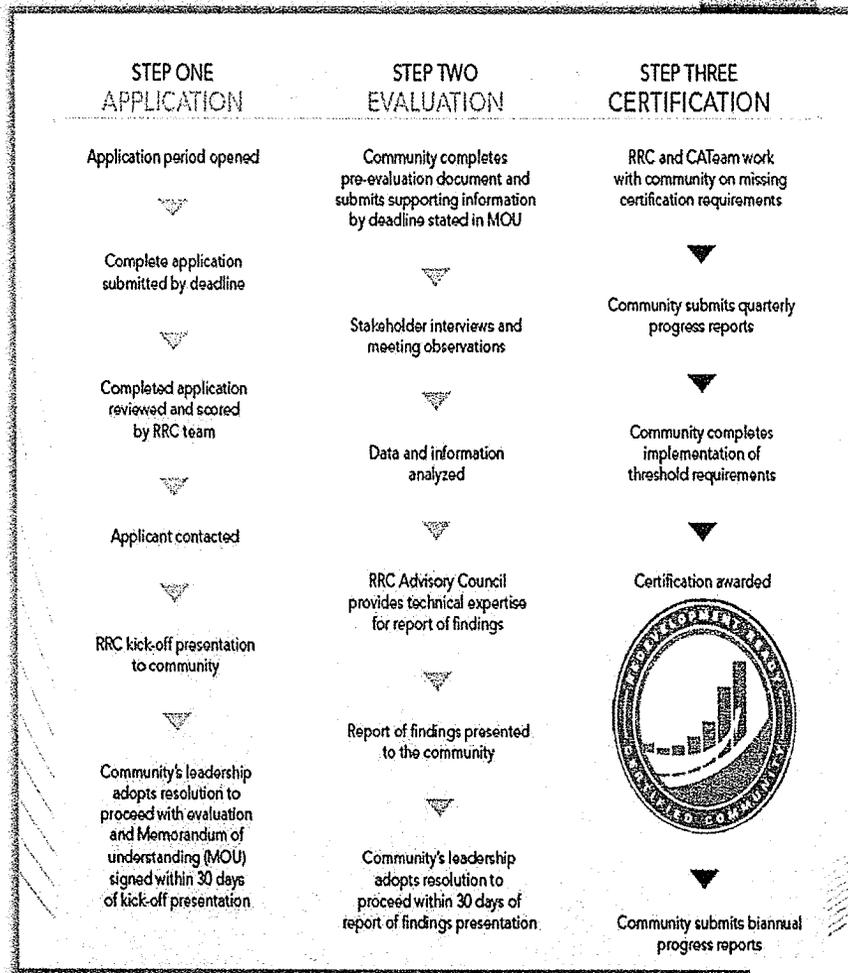


Chapter 4, Recommendation 2b:

Define, in consultation with the private sector and local communities, a set of redevelopment readiness standards by which local governments may measure and promote their ability to compete for private development investment and state technical and financial assistance.



Certification Process



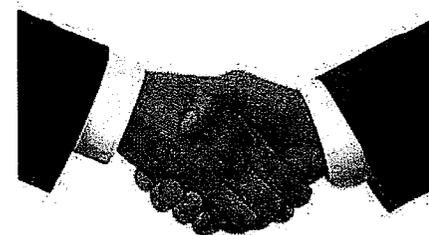
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Memorandum of Understanding (MOU)



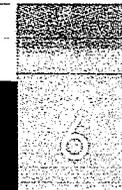
Communities will...

- ▶ Identify Contact Person
- ▶ Complete Pre-Evaluation
- ▶ Attend RRC Best Practice Trainings
- ▶ Provide Monthly Updates
- ▶ Review RRC Best Practices



Redevelopment Ready Communities®
Best Practice Training Series

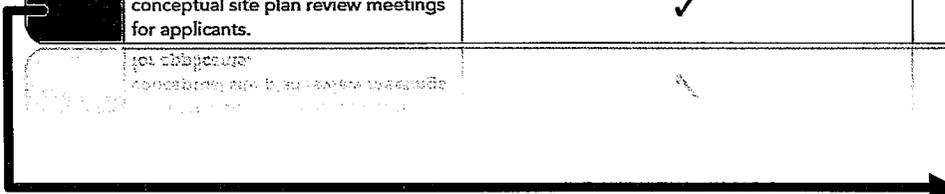




Redevelopment Ready Communities® Evaluation

Status	Evaluation criteria	Recommended actions for certification	Estimated timeline
	The community has a qualified intake professional or project manager.	✓	
	The community has a clearly documented internal staff review policy.	<input type="checkbox"/> Develop an internal staff review policy including timelines and joint team review process outlined in RRC Best Practice 3.2	3 months
	The community defines and offers conceptual site plan review meetings for applicants.	✓	

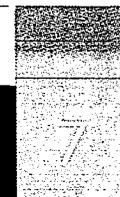
- ❖ Based on the six best practices
- ❖ Expected to show that all best practice criteria are being met



	Green indicates the best practice component is currently being met by the community.
	Yellow indicates some of the best practice component may be in place, but additional action is required.
	Red indicates the best practice component is not present or outdated.

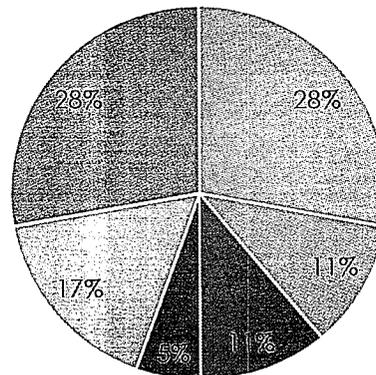


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RRC Advisory Council

City of Grand Rapids
 City of Plainwell
 City of Southfield
 City of St. Ignace
 City of Holland
 Ingham County
 Grand Traverse County
 MSHDA
 Wayne State University



- Public Sector - Local
- Public Sector - State
- Non-Profit Sector
- Public Sector - County
- Public Sector - University
- Private Sector

MML
 MAP
 LEAP
 Carlisle Wortman
 Associates Inc.
 The Hinman Company
 Gillespie Group
 Huntington Bank
 Lormax Stern
 RDS Management



RRC Best Practices

1. Community Plans and Public Outreach

2. Zoning Regulations

3. Development Review Process

4. Recruitment and Education

5. Redevelopment Ready Sites®

6. Community Prosperity

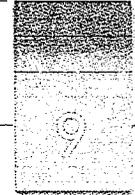


PURE MICHIGAN®

Community Plans & Public Outreach



Best Practice One



Master Plan

Redevelopment Plan

Capital Improvements Plan

Downtown Plan

Public Participation



Zoning Regulations

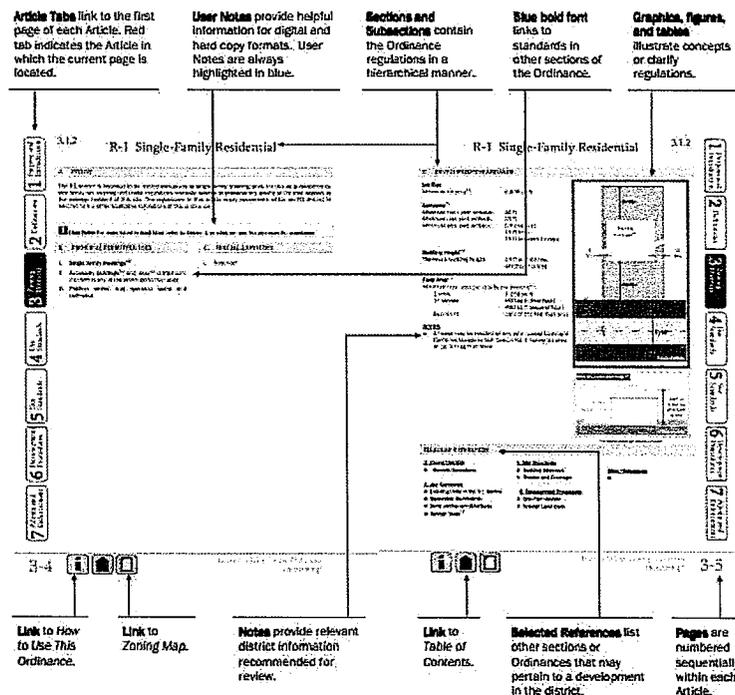
- Zoning reflects current master plan
- Walkability
- Flexible Zoning Tools
- Green Infrastructure
- User Friendly

Best Practice Two

How to Use This Ordinance

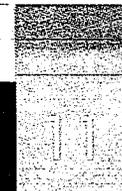
1. CONTENT ORGANIZATION AND PAGE LAYOUT

The Zoning Ordinance is organized into seven Articles, which are further divided using standard outline hierarchy. The content and page layout are designed to promote a clear understanding of requirements, as well as quick retrieval of relevant standards, procedures and other information. The following key assists with navigating through this document.



City of Lathrup Village





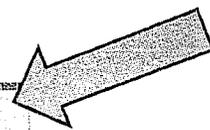
Development Review Process

Best Practice Three



The Site Plan Review Process for Major Projects A Step-By-Step Guide for Developers

Site Plan Review Process Chart



ANN ARBOR DEVELOPMENT REVIEW PROCESS	Introductory Meeting with Planning Staff Meet with staff to introduce your project, learn about the review process requirements, and prepare for the upcoming Citizen Participation Meeting by requesting a mailing list	Design Review Board If the petition meets certain criteria, present to the DRB to ensure the project meets Downtown Design Guidelines	
	Citizen Notification After running your notice by planning staff, notify all property owners within 1,000 feet of the petition site at least 10 business days before your citizen meeting date	Citizen Meeting Present your project to citizens, listen to their comments and concerns, and answer any questions	Prepare Final Report Document meeting findings including how citizen concerns will be addressed
ANN ARBOR DEVELOPMENT REVIEW PROCESS	Pre-submission Meeting Meet with staff to ensure your petition is ready for submission. Bring a hard copy of your site plans and a completed Petitioner Checklist.	File Petition All materials (application, plans, supporting documents, fees, citizen participation report) must be electronically filed through eTRAKIT* by the filing deadline, typically by noon on the last Monday of the month	eTRAKIT Ann Arbor's online system for developers and the public to find and access up-to-date information about properties and project status. Visit www.a2gov.org/permits

Internal Review Process Defined

Clear roles, responsibilities and timelines for staff

Clear Administrative review standards





Development Review Process

Best Practice Three

Qualified Intake Professional

Project point person to perform intake responsibilities.

Excellent customer service is a priority.

Joint Site Plan Review Team

Planning Department
Department of Public Works
Building Department
Transportation Department
Police/Fire
Community Manager or Supervisor
Historic District Commission
Economic Development
County Consultant
Assessor

Tracking Method for Development Projects

Site Plan Review Process
Permitting and Inspections

Guide to Development

Community maintains online guide.



Recruitment & Education

Training

Knowledge
useful abilities
backbone of
required for a t

Orientation of newly elected/
appointed officials and staff

Dedicated funds for training
of elected and appointed
officials and staff.

Best Practice Four

Set expectations



Encourage attendance of
trainings through
notifications of sessions.

Hold
collaborative
study sessions

Planners Lunch and Learn Series

BROWN BAG LUNCH SERIES GATHERING?

Here's How It Works:

HOST COMMUNITY:

- Suggest a Monday or Wednesday during the month that your hall (or other location of special interest in your community) would be available for this noon time event
- Suggest a topic for the Brown Bag Lunch.
- Suggest speaker for this topic.
- E-mail these suggestions to County Planning

Contact either
mailto:sbarb@lv.gov.com
mailto:robs@lv.gov.com
mailto:kathleenk@lv.gov.com



LIVINGSTON COUNTY PLANNING:

- Will contact and schedule speaker based on your recommendations.
- Will promote the event.
- Will facilitate the event or share this responsibility with a community representative

PLANNERS LUNCH AND LEARN SERIES SESSION INFORMATION





Redevelopment Ready Sites®

Best Practice Five

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 solicits input to identify sites where it wants redevelopment to occur.

Community markets opportunities to developers.



Identify individual sites

Prioritize

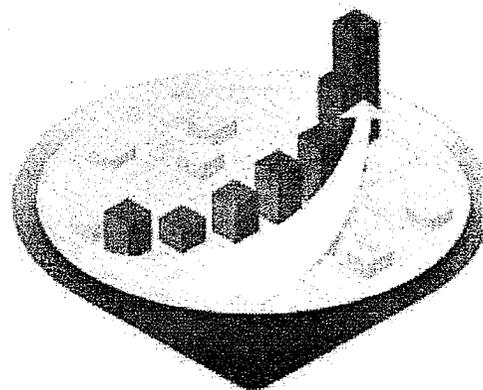
Preliminary development research

Visioning session

Funding sources

Package

Market



redevelopment ready

SITES

SITES

redevelopment ready



PURE MICHIGAN®

Community Prosperity

Best Practice Six



- ❖ Economic development strategy
- ❖ Community pride and promotion
- ❖ Marketing strategy
- ❖ User-friendly website

FERNDALE

Services | Doing Business | Government | WikiBlog | How Do I

Community Plans

Home » Government » Departments » Community & Economic Development » Community Plans

City Council

Boards & Commissions

43rd District Court

Departments

Department Directory

Ferndale Cable TV

City Clerk

City Manager

Community & Economic Development

Community Plans

SubArea Plans

Current & Upcoming Projects

Finance

Community Plans

The City's master plan is a guide for community decision makers. It is developed through public participation in a series of community meetings with the Community Economic Development staff, the Planning Commission, and other elected bodies. The plan becomes a statement of a community's vision for its own future and a road map that provides direction to achieve that vision. The view of the future presented in the Master Plan is shaped by the community's values, vision for the future, and ideals for the best management of our parks, green spaces, infrastructure, and man-made environments.

The Community and Economic Development Department makes recommendations to the Planning Commission based on the community's feedback, as documented in the Master Plan. Successful implementation of the Master Plan should help to achieve the standards of quality of life set forth by the public and their elected officials.

Capital Improvement Plan (CIP)

Capital Improvement Plan

In April 2013, City Council approved the Planning Commission's recommended 5 year Capital Improvement Plan (CIP). The CIP is a document whose purpose is to identify and facilitate the timely planning of infrastructure improvements to maintain, preserve, and protect the City's existing infrastructure systems; and to provide for the acquisition or scheduled replacement of equipment to ensure the efficient delivery of services to the community. The CIP is also utilized to ensure that capital improvements are fiscally sound and consistent with the goals and policies of the City Council and the residents of Ferndale.

FerndaleMoves.com



PURE MICHIGAN®

17

An RRC Certification signals to business owners, developers and investors that the community has **removed development barriers.**



PURE MICHIGAN®



Technical Assistance

Redevelopment Ready Communities®
Public Participation Plan Guide

Redevelopment Ready Communities®
Capital Improvements Plan Guide

Redevelopment Ready Communities®
Economic Development Strategy Guide

Best Practice Training Series

Resource Guides





Next Steps

- Sign MOU
- Adopt Resolution of Support
- Pre-Evaluation Information
- Review Best Practices
- Engage in Best Practice Training Series



Current Communities

2014 Communities

- Alpena
- Battle Creek
- Dearborn
- Dexter
- Escanaba
- Farmington
- Flint
- Hillsdale
- Imlay City
- Jackson
- Kalamazoo
- Manistee
- Marshall
- Middleville
- Midland
- Saginaw
- Traverse City

2013 Communities working toward certification

- Roseville
- Ypsilanti
- Southfield
- Eastpointe
- Lincoln Park
- Ferndale
- Allegan
- Ann Arbor
- Boyer City
- East Lansing
- Lansing
- Lathrup Village
- Muskegon
- Novi

PURE MICHIGAN®

REGIONS

- 1 Upper Peninsula Region**
Escanaba, Delta County
- 2 Northwest Region**
Boyer City, Charlevoix County
Manistee, Manistee County
Traverse City, Grand Traverse County
- 3 Northeast Region**
Alpena, Alpena County
- 4 West Michigan Region**
Allegan, Allegan County
Middleville, Barry County
Muskegon, Muskegon County
- 5 East Central Michigan Region**
Midland, Midland County
Saginaw, Saginaw County
- 6 East Michigan Region**
Flint, Genesee County
Imlay City, Lapeer County
- 7 South Central Region**
East Lansing, Ingham County
Lansing, Ingham County
- 8 Southwest Region**
Battle Creek, Calhoun County
Kalamazoo, Kalamazoo County
Marshall, Calhoun County
- 9 Southeast Michigan Region**
Ann Arbor, Washtenaw County
Dexter, Washtenaw County
Hillsdale, Hillsdale County
Jackson, Jackson County
Ypsilanti, Washtenaw County
- 10 Detroit Metro Region**
Dearborn, Wayne County
Eastpointe, Macomb County
Farmington, Oakland County
Ferndale, Oakland County
Lathrup Village, Oakland County
Lincoln Park, Wayne County
Novi, Oakland County
Roseville, Macomb County
Southfield, Oakland County

Communities being evaluated under the Redevelopment Ready Communities® Program

Revised March 2014



PURE MICHIGAN®



Questions?



MEMO TO: Bill Farrell
FROM: Steve Ammel
DATE: 9/11/2014
RE: Bid Recommendation

U.B
#1
cc 10/2/14
~~NO #3~~
cc 9/18/14

Bid recommendation for one (1) New 2014/2015 3/4-Ton Cab/Chassis Two Wheel Drive Pickup

Bid Opening: Tuesday, September 9, 2014
Sent To Bidders: Tuesday, August 26, 2014
Advertised: Saturday, August 30, 2014

Number of Bids Sent: 6
Number of Bids Received: 1

The opening bid from Riverside Chevrolet, Escanaba, Michigan did not initially meet our specifications. The price of the original bid was \$27,016.40. After further discussion with the Vendor, they were able to meet our specifications. The updated price is \$26,814.00.

Recommend we accept the bid from Riverside Chevrolet, Escanaba, Michigan for one (1) new 2015 Chevrolet 3/4 Ton Cab/Chassis Two Wheel Drive Pickup for the amount of \$26,814.00. This vehicle was included in the 2014/2015 budget for the amount of \$33,000.00.

Thank you.
Steve Ammel
Assistant Public Works Superintendent

BIDDER'S PROPOSAL

DATE: 9-9-14

WE, THE UNDERSIGNED, AGREE TO FURNISH THE CITY OF ESCANABA, MICHIGAN, ONE (1) NEW 2014/2015 3/4 TON TWO WHEEL DRIVE FOUR DOOR CHASSIS - CAB PICKUP TRUCK IN ACCORDANCE WITH THE ATTACHED MINIMUM SPECIFICATIONS, WHICH ARE PART OF THIS PROPOSAL, AT THE FOLLOWING PRICE:

ONE (1) NEW 2014/2015 3/4 TON TWO WHEEL
DRIVE FOUR DOOR CHASSIS - CAB
PICKUP TRUCK

\$ 27,016.40

MAKE: 2015 Chevrolet

MODEL: Silverado 2500 HD

DELIVERY DATE: _____

CERTIFIED CHECK, CASHIER'S CHECK OR
BIDDER'S BOND ENCLOSED IN THE
AMOUNT OF:
(MUST BE INCLUDED TO QUALIFY)

\$ 2702.00

SUBMITTED BY:

FIRM: Riverside Chevrolet

ADDRESS: 5223 Hwy 244 Escanaba, mi 49829

BY: [Signature]

PRINTED: Jim Beauchamp

TITLE: Sales

PHONE: 906-786-5020 FAX: 906-786-2459

BIDDER'S PROPOSAL

DATE: 9-11-14

WE, THE UNDERSIGNED, AGREE TO FURNISH THE CITY OF ESCANABA, MICHIGAN, ONE (1) NEW 2014/2015 3/4 TON TWO WHEEL DRIVE FOUR DOOR CHASSIS - CAB PICKUP TRUCK IN ACCORDANCE WITH THE ATTACHED MINIMUM SPECIFICATIONS, WHICH ARE PART OF THIS PROPOSAL, AT THE FOLLOWING PRICE:

ONE (1) NEW 2014/2015 3/4 TON TWO WHEEL
DRIVE FOUR DOOR CHASSIS - CAB
PICKUP TRUCK

\$ 26,814.00

MAKE: 2015 CHEVROLET CABO CAB

MODEL: SILVERADO 2500HD

DELIVERY DATE: A.S.A.P.

CERTIFIED CHECK, CASHIER'S CHECK OR
BIDDER'S BOND ENCLOSED IN THE
AMOUNT OF:
(MUST BE INCLUDED TO QUALIFY)

\$ 2,702.00

SUBMITTED BY:

FIRM: P. ALANSON CHEVROLET

ADDRESS: 5273 HWY. 241 ESCANABA, MICH

BY: [Signature]

PRINTED: J. LAM BENECLIAN

TITLE: SALES

PHONE: 906-766-5000 FAX: 906-766-2459

Prepared By:
administrator

No Box

9/11/14
Price no Box

2015 Fleet/Non-Retail Chevrolet Silverado 2500HD 2WD Crew Cab 167.7"

PRICING SUMMARY

PRICING SUMMARY - 2015 Fleet/Non-Retail CC25943 2WD Crew Cab 167.7" Work Truck

	<u>MSRP</u>	<u>Invoice</u>
Base Price	\$35,290.00	\$33,172.60
Total Options:	\$280.00	\$246.40
Vehicle Subtotal	\$35,570.00	\$33,419.00
Advert/Adjustments	\$0.00	\$0.00
Destination Charge	\$1,095.00	\$1,095.00
GRAND TOTAL	\$36,665.00	\$34,514.00

Fleet Assistance - 7200.00
 27,314.00
 Below Invoice - 500.00
 26,814.00

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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 Customer File:

2015 Fleet/Non-Retail Chevrolet Silverado 2500HD 2WD Crew Cab 167.7"

SELECTED MODEL & OPTIONS

SELECTED MODEL - 2015 Fleet/Non-Retail CC25943 2WD Crew Cab 167.7" Work Truck

<u>Code</u>	<u>Description</u>	<u>MSRP</u>	<u>Invoice</u>
CC25943	2015 Chevrolet Silverado 2500HD 2WD Crew Cab 167.7" Work Truck	\$35,290.00	\$33,172.60

SELECTED VEHICLE COLORS - 2015 Fleet/Non-Retail CC25943 2WD Crew Cab 167.7" Work Truck

<u>Code</u>	<u>Description</u>
-	Interior: No color has been selected.
-	Exterior 1: No color has been selected.
-	Exterior 2: No color has been selected.

SELECTED OPTIONS - 2015 Fleet/Non-Retail CC25943 2WD Crew Cab 167.7" Work Truck

CATEGORY

<u>Code</u>	<u>Description</u>	<u>MSRP</u>	<u>Invoice</u>
BODY CODE			
ZW9	PICKUP BOX, DELETE includes (9J4) rear bumper delete, spare tire delete and spare tire carrier delete. If equipped, deletes (Z82) trailering equipment and (JL1) trailer brake controller. (Requires a long box model.) *CREDIT*	-\$675.00	-\$594.00
SUSPENSION PKG			
Z85	SUSPENSION PACKAGE, STANDARD includes 51mm twin tube shock absorbers and 33mm front stabilizer bar (STD)	\$0.00	\$0.00
EMISSIONS			
FE9	EMISSIONS, FEDERAL REQUIREMENTS	\$0.00	\$0.00
ENGINE			

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Customer File:

2015 Fleet/Non-Retail Chevrolet Silverado 2500HD 2WD Crew Cab 167.7"

SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2015 Fleet/Non-Retail CC25943 2WD Crew Cab 167.7" Work Truck

CATEGORY

<u>Code</u>	<u>Description</u>	<u>MSRP</u>	<u>Invoice</u>
ENGINE			
L96	ENGINE, VORTEC 6.0L VARIABLE VALVE TIMING V8 SFI E85-COMPATIBLE, FLEXFUEL capable of running on unleaded or up to 85% ethanol (360 hp [268.4 kW] @ 5400 rpm, 380 lb-ft of torque [515.0 N-m] @ 4200 rpm) with (E63) fleetside pickup box; (322 hp [240.1 kW] @ 4400 rpm, 380 lb-ft of torque [515.0 N-m] @ 4200 rpm) with (ZW9) pickup box delete (Does not include E85 capability with (ZW9) pickup box delete.) (STD)	\$0.00	\$0.00
TRANSMISSION			
MYD	TRANSMISSION, 6-SPEED AUTOMATIC, HEAVY-DUTY, ELECTRONICALLY CONTROLLED with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (STD) (Requires (L96) Vortec 6.0L V8 SFI engine or (LC8) 6.0L V8 SFI Gaseous engine.)	\$0.00	\$0.00
GVWR			
GEH	GVWR, 9500 LBS. (4309 KG) (Requires (L96) Vortec 6.0L V8 SFI engine or (LC8) 6.0L V8 SFI Gaseous engine. Not available with CK25943 model.)	\$0.00	\$0.00
AXLE			
GT5	REAR AXLE, 4.10 RATIO (Requires (L96) Vortec 6.0L V8 SFI engine or (LC8) 6.0L V8 SFI Gaseous CNG (Compressed Natural Gas) engine.)	\$0.00	\$0.00
PREFERRED EQUIPMENT GROUP			
1WT	WORK TRUCK PREFERRED EQUIPMENT GROUP includes standard equipment	\$0.00	\$0.00
WHEELS			
PYT	WHEELS, 18" (45.7 CM) PAINTED STEEL includes 18" x 8" (45.7 cm x 20.3 cm) steel spare wheel. Spare not included with (ZW9) pickup box delete unless a spare tire is ordered. (Requires (QGM) LT265/70R18E all-terrain, blackwall tires or (QWF) LT265/70R18E all-season, blackwall tires.)	\$295.00	\$259.60
TIRES			
QWF	TIRES, LT265/70R18E ALL-SEASON, BLACKWALL	\$0.00	\$0.00

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Customer File:

2015 Fleet/Non-Retail Chevrolet Silverado 2500HD 2WD Crew Cab 167.7"

SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2015 Fleet/Non-Retail CC25943 2WD Crew Cab 167.7" Work Truck

CATEGORY

<u>Code</u>	<u>Description</u>	<u>MSRP</u>	<u>Invoice</u>
SPARE TIRE			
ZWF	TIRE, SPARE LT265/70R18E ALL-SEASON, BLACKWALL (Included and only available with (QWF) LT265/70R18E all-season tires, (QFC) LT265/60R20E all-terrain tires or (QGM) LT265/70R18E all-terrain tires. Available to order when (ZW9) pick-up box delete is ordered.)	\$360.00	\$316.80
SEAT TYPE			
AE7	SEATS, FRONT 40/20/40 SPLIT-BENCH, 3-PASSENGER, DRIVER AND FRONT PASSENGER RECLINE with outboard head restraints and center fold-down armrest with storage. Vinyl has fixed lumbar and cloth has manually adjustable driver lumbar. (STD) (Upgradeable to (AZ3) front 40/20/40 split-bench seat.)	\$0.00	\$0.00
SEAT TRIM			
H2Q	JET BLACK/DARK ASH, VINYL SEAT TRIM	\$0.00	\$0.00
RADIO			
IO3	AUDIO SYSTEM, 4.2" DIAGONAL COLOR DISPLAY, AM/FM STEREO WITH USB PORTS auxiliary jack and SD card slot (Upgradeable to (IO4) 4.2" diagonal color display radio with Chevrolet MyLink.) (STD)	\$0.00	\$0.00
ADDITIONAL EQUIPMENT			
N79	WHEEL, 18" X 8" (45.7 CM X 20.3 CM) FULL-SIZE, STEEL SPARE Spare not included with (ZW9) pickup box delete unless a spare tire is ordered. (Requires 18" or 20" wheels and tires.)	\$0.00	\$0.00
9J4	BUMPER, REAR, DELETE (Not available with (UVC) Rear Vision Camera. Included with (ZW9) pickup box delete.) *CREDIT*	INC	INC
SPECIAL EQUIPMENT OPTIONS			
TGK	SPECIAL PAINT, SOLID, ONE COLOR All normally body colored non-sheet metal parts will be Black. May require extended lead time. Door handles and mirrors will be grain Black. Deletes standard/packaged body side moldings.	\$300.00	\$264.00
01U	SPECIAL PAINT	\$0.00	\$0.00

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Customer File:

2015 Fleet/Non-Retail Chevrolet Silverado 2500HD 2WD Crew Cab 167.7"

SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2015 Fleet/Non-Retail CC25943 2WD Crew Cab 167.7" Work Truck

CATEGORY

<u>Code</u>	<u>Description</u>	<u>MSRP</u>	<u>Invoice</u>
OPTIONS TOTAL		\$280.00	\$246.40

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Customer File:

2015 Fleet/Non-Retail Chevrolet Silverado 2500HD 2WD Crew Cab 167.7"

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2015 Fleet/Non-Retail CC25943 2WD Crew Cab 167.7" Work Truck

ENTERTAINMENT

- Audio system, 4.2" Diagonal Color Display, AM/FM stereo with USB ports auxiliary jack and SD card slot (Upgradeable to (IO4) 4.2" diagonal color display radio with Chevrolet MyLink.)
- XM Satellite Radio, delete
- 6-speaker audio system

EXTERIOR

- Wheels, 17" (43.2 cm) steel includes 17" x 7.5" (43.2 cm x 19.1 cm) steel spare wheel. Spare not included with (ZW9) pickup box delete unless a spare tire is ordered.
- Tires, LT245/75R17E all-season, blackwall
- Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Not included when (ZW9) pickup box delete or (9J4) rear bumper delete is ordered.)
- Bumper, front chrome
- CornerStep, rear bumper (Requires (E63) pickup box.)
- Bumper, rear chrome with bumper CornerSteps (Requires (E63) pickup box.)
- Grille surround, chrome
- Headlamps, halogen projector
- Lamps, cargo area, cab mounted with switch on center switch bank
- Mirrors, outside manual, Black
- Glass, solar absorbing, tinted
- Door handles, Black
- Tailgate and bed rail protection caps, top
- Tailgate, locking, utilizes same key as ignition and door (Deleted with (ZW9) pickup box delete.)

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Customer File:

2015 Fleet/Non-Retail Chevrolet Silverado 2500HD 2WD Crew Cab 167.7"

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2015 Fleet/Non-Retail CC25943 2WD Crew Cab 167.7" Work Truck

INTERIOR

- Seats, front 40/20/40 split-bench, 3-passenger, driver and front passenger recline with outboard head restraints and center fold-down armrest with storage. Vinyl has fixed lumbar and cloth has manually adjustable driver lumbar. (Upgradeable to (AZ3) front 40/20/40 split-bench seat.)
- Seat trim, Cloth
- Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor)
- Steering column, manual Tilt-Wheel
- Steering wheel
- Floor covering, Graphite-colored rubberized-vinyl
- Instrumentation, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
- Driver Information Center, 3.5-inch diagonal monochromatic display provides warning messages and basic vehicle information
- Windows, power with driver express up and down and express down on all other windows
- Door locks, power
- Cruise control, steering wheel-mounted
- Air conditioning, single-zone
- Assist handle, front passenger and driver on A-pillars

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Customer File:

2015 Fleet/Non-Retail Chevrolet Silverado 2500HD 2WD Crew Cab 167.7"

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2015 Fleet/Non-Retail CC25943 2WD Crew Cab 167.7" Work Truck

MECHANICAL

- Engine, Vortec 6.0L Variable Valve Timing V8 SFI E85-compatible, FlexFuel capable of running on unleaded or up to 85% ethanol (360 hp [268.4 kW] @ 5400 rpm, 380 lb-ft of torque [515.0 N-m] @ 4200 rpm) with (E63) fleetside pickup box; (322 hp [240.1 kW] @ 4400 rpm, 380 lb-ft of torque [515.0 N-m] @ 4200 rpm) with (ZW9) pickup box delete (Does not include E85 capability with (ZW9) pickup box delete.)
- Transmission, 6-speed automatic, heavy-duty, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (Requires (L96) Vortec 6.0L V8 SFI engine or (LC8) 6.0L V8 SFI Gaseous engine.)
- Rear axle, 4.10 ratio (Requires (L96) Vortec 6.0L V8 SFI engine or (LC8) 6.0L V8 SFI Gaseous CNG (Compressed Natural Gas) engine.)
- Suspension Package, Standard includes 51mm twin tube shock absorbers and 33mm front stabilizer bar
- Pickup box, Wideside
- GVWR, 9500 lbs. (4309 kg) (Requires (L96) Vortec 6.0L V8 SFI engine or (LC8) 6.0L V8 SFI Gaseous engine. Not available with CK25943 model.)
- Air cleaner, high-capacity
- Rear wheel drive
- Cooling, external engine oil cooler
- Cooling, auxiliary external transmission oil cooler
- Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power
- Alternator, 150 amps
- Frame, fully-boxed, hydroformed front section
- Recovery hooks, front, frame-mounted, black
- Steering, Recirculating Ball
- Brakes, 4-wheel antilock, 4-wheel disc
- Exhaust, aluminized stainless-steel muffler and tailpipe

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Customer File:

2015 Fleet/Non-Retail Chevrolet Silverado 2500HD 2WD Crew Cab 167.7"

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2015 Fleet/Non-Retail CC25943 2WD Crew Cab 167.7" Work Truck

SAFETY

- StabiliTrak, stability control system with Proactive Roll Avoidance and traction control includes electronic trailer sway control and hill start assist
- Daytime Running Lamps with automatic exterior lamp control
- Air bags, single-stage frontal and thorax side-impact, driver and front passenger, and head curtain side-impact, front and rear outboard seating positions (Always use safety belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
- OnStar, delete
- Tire Pressure Monitoring System (does not apply to spare tire)

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Customer File:



N.B #1
DC 10/2/14

Escanaba Public Safety

Director Kenneth A. Vanderlinden

1900 Third Avenue North, Escanaba, MI 49829
Telephone: (906) 786-6810 Fax (906) 786-6030

TO: James V. O'Toole, Escanaba City Manager
FROM: Director K.A. Vanderlinden ✓
DATE: September 23, 2014
SUBJECT: Patrol car purchases

We would like to move forward on the purchase of two fully marked patrol vehicles, which were budgeted for. The vehicles are 2014 Chevrolet Impalas at a cost of \$24,120.00 per vehicle.

The new Impalas will be replacing patrol unit 196, which has 135,827 miles on it and unit 233, which has 120,991 miles on it.

Lt. Zawacki has worked on this project to get the very best pricing available. He received pricing through Riverside Chevrolet, which was able to match the MIDEAL pricing; therefore we are pleased to recommend that the purchases are made locally.

Once the vehicles arrive here, the doors will be painted white to continue with the black and white paint scheme. The necessary equipment purchases and transfers for the patrol vehicles will be accomplished by the DPW staff and Lt. Zawacki.

The budget for replacing the two patrol cars is \$60,000.00.



CITY OF
Escanaba
DEPARTMENT OF PUBLIC SAFETY

TO: Director Vanderlinden

FROM: Lt. Zawacki

DATE: August 24, 2014

SUBJECT: Patrol car bid

Ken,

Attached is the bid price for one (1) 2014 black Chevrolet Impala Police package vehicle from Riverside Chevrolet. The amount of \$24,120.60 is for the vehicle with the Kerr options. If the City elects to have Riverside Chevrolet paint the patrol car doors white it would be and additional cost of \$800.00 per car. I assume DPW will paint the cars as they are with our current squad being assembled.

It is my recommendation that the City of Escanaba purchases two (2) 2014 Chevrolet Impala police package vehicles from Riverside Chevrolet. It is my understanding the vehicles are being bid under the Michigan "State bid" and the price is the same regardless of the dealership.

**Thanks,
Marc**

2014 Fleet/Non-Retail Chevrolet Impala Limited Police 4dr Sdn Police 1WS1

PRICING SUMMARY

PRICING SUMMARY - 2014 Fleet/Non-Retail 1WS19 4dr Sdn Police

	<u>MSRP</u>	<u>Invoice</u>
Base Price	\$27,340.00	\$26,246.40
Total Options:	\$1,040.00	\$915.20
Vehicle Subtotal	\$28,380.00	\$27,161.60
Advert/Adjustments	\$0.00	\$0.00
Destination Charge	\$825.00	\$825.00
GRAND TOTAL	\$29,205.00	\$27,986.60

- 500.⁰⁰
5500.⁰⁰

PRICE OF CAR = 21,986.⁶⁰

PLUS ADD FOR KERR OPTIONS
("LAST IMPALA OPTIONS")
(SEE ATTACHED KERR PAPERWORK)

+ 2,134.00
= 24,120.60
~~26,254.60~~

8/21/14

PLUS ADD FOR PAINTING THE CARS?

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Customer File:

2014 Fleet/Non-Retail Chevrolet Impala Limited Police 4dr Sdn Police 1WS1

SELECTED MODEL & OPTIONS

SELECTED MODEL - 2014 Fleet/Non-Retail 1WS19 4dr Sdn Police

<u>Code</u>	<u>Description</u>	<u>MSRP</u>	<u>Invoice</u>
1WS19	2014 Chevrolet Impala Limited Police 4dr Sdn Police	\$27,340.00	\$26,246.40

SELECTED VEHICLE COLORS - 2014 Fleet/Non-Retail 1WS19 4dr Sdn Police

<u>Code</u>	<u>Description</u>
-	Interior: No color has been selected.
-	Exterior 1: No color has been selected.
-	Exterior 2: No color has been selected.

SELECTED OPTIONS - 2014 Fleet/Non-Retail 1WS19 4dr Sdn Police

CATEGORY

<u>Code</u>	<u>Description</u>	<u>MSRP</u>	<u>Invoice</u>
EMISSIONS			
FE9	EMISSIONS, FEDERAL REQUIREMENTS	\$0.00	\$0.00
ENGINE			
LFX	ENGINE, 3.6L SIDI DOHC V6 VVT (302 hp [225.2 kW] @ 6800 rpm, 262 lb-ft of torque [353.7 N-m] @ 5300 rpm) (STD)	\$0.00	\$0.00
TRANSMISSION			
MX0	TRANSMISSION, 6-SPEED AUTOMATIC, ELECTRONICALLY CONTROLLED WITH OVERDRIVE (STD)	\$0.00	\$0.00
PREFERRED EQUIPMENT GROUP			
3FL	PREFERRED EQUIPMENT GROUP Includes Standard Equipment	\$0.00	\$0.00
MODEL OPTION			
9C1	POLICE PACKAGE	\$0.00	\$0.00
PAINT			
41U	BLACK	\$0.00	\$0.00
PAINT SCHEME			

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 347.0, Data updated 8/13/2014
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Customer File:

2014 Fleet/Non-Retail Chevrolet Impala Limited Police 4dr Sdn Police 1WS1

SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2014 Fleet/Non-Retail 1WS19 4dr Sdn Police

CATEGORY

<u>Code</u>	<u>Description</u>	<u>MSRP</u>	<u>Invoice</u>
PAINT SCHEME			
—	STANDARD PAINT	\$0.00	\$0.00
SEAT TYPE			
AR9	SEATS, FRONT BUCKET (STD)	\$0.00	\$0.00
SEAT TRIM			
19G	EBONY, CLOTH SEAT TRIM WITH VINYL REAR BENCH SEAT (Requires 9C1 Police package)	\$0.00	\$0.00
RADIO			
U1C	AUDIO SYSTEM, AM/FM STEREO WITH CD PLAYER seek-and-scan, digital clock, auto-tone control, automatic volume, TheftLock and auxiliary input jack (STD)	\$0.00	\$0.00
ADDITIONAL EQUIPMENT			
6J3	WIRING, GRILLE LAMPS AND SIREN SPEAKER	\$90.00	\$79.20
6J7	FLASHER SYSTEM, HEADLAMP AND REAR LAMPS, DRL COMPATIBLE with control wire	\$375.00	\$330.00
7X6	SPOTLAMP, DRIVER-SIDE	\$285.00	\$250.80
6A3	FLOOR COVERING, HEAVY-DUTY VINYL, FRONT AND REAR (Replaces production carpeting.)	\$90.00	\$79.20
6N5	WINDOW SWITCHES, REAR-WINDOW INOPERATIVE (Rear power windows operate only from driver position.)	\$35.00	\$30.80
6N6	DOOR LOCKS, INSIDE REAR DOORS INOPERATIVE (Doors can be opened from the outside.)	\$25.00	\$22.00
AMF	REMOTE KEYLESS ENTRY FLEET PACKAGE, PROGRAMMABLE includes 6 additional remotes	\$75.00	\$66.00
6J4	WIRING, HORN AND SIREN CIRCUIT, INLINE FOR CUSTOMER- FURNISHED SWITCH	\$35.00	\$30.80
6B2	DOOR HANDLES, INSIDE REAR DOORS INOPERATIVE	\$30.00	\$26.40

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Customer File:

Prepared By:
administrator

2014 Fleet/Non-Retail Chevrolet Impala Limited Police 4dr Sdn Police 1WS1

SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2014 Fleet/Non-Retail 1WS19 4dr Sdn Police

CATEGORY

<u>Code</u>	<u>Description</u>	<u>MSRP</u>	<u>Invoice</u>
	OPTIONS TOTAL	\$1,040.00	\$915.20

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Customer File:

2014 Fleet/Non-Retail Chevrolet Impala Limited Police 4dr Sdn Police 1WS1

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2014 Fleet/Non-Retail 1WS19 4dr Sdn Police

ENTERTAINMENT

- Audio system, AM/FM stereo with CD player seek-and-scan, digital clock, auto-tone control, automatic volume, TheftLock and auxiliary input jack
- Audio system feature, 6-speaker system
- Antenna, integral rear, AM/FM

EXTERIOR

- Wheels, 17" (43.2 cm) steel
- Tires, P235/55R17, blackwall, W-rated
- Wheel, compact spare, 17" (43.2 cm) steel
- Tire, compact spare
- Moldings, body-color rocker
- Headlamps, halogen composite with automatic exterior lamp control
- Mirrors, outside power-adjustable, body-color
- Glass, Solar-Ray light-tinted
- Wipers, front intermittent
- Deck lock key cylinder (If (UA6) content theft-deterrent alarm system is ordered, an audible alarm will sound if key is used to open decklid)
- Door handles, body-color

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Customer File:

2014 Fleet/Non-Retail Chevrolet Impala Limited Police 4dr Sdn Police 1WS1

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2014 Fleet/Non-Retail 1WS19 4dr Sdn Police

INTERIOR

- Seats, front bucket
- Cloth seat trim
- Seat adjuster, driver manual lumbar control
- Seat adjuster, driver 6-way power
- Seat adjuster, front passenger 6-way power
- Seat, rear fixed bench (Rear bench seat is vinyl when ordered with (19G) trim and cloth when ordered with (19E) trim)
- Steering wheel, urethane
- Steering column, Tilt-Wheel
- Shifter, column
- Instrumentation, "certified" analog 4-gauge cluster with speedometer, tachometer, coolant temperature, fuel, trip odometer and message center
- Oil life monitoring system
- Wiring provisions, headlamp flasher, forward lamp in-line connector with power for flasher, DRL control and flasher on/off control lead to interior compartment
- Windows, power with driver Express-Down and passenger lockout
- Door locks, power
- Door locks, single key locking system random key code for each vehicle. 1-key operates ignition and all locks.
- Remote Keyless Entry
- Cruise control, electronic with set and resume speed
- Trunk release, remote
- Theft-deterrent system, vehicle, PASS-Key III+
- Radio Suppression Package
- Air conditioning, single-zone manual with air filtration system
- Defogger; rear-window electric

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 347.0, Data updated 8/13/2014
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Customer File:

2014 Fleet/Non-Retail Chevrolet Impala Limited Police 4dr Sdn Police 1WS1

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2014 Fleet/Non-Retail 1WS19 4dr Sdn Police

- Applique, techno metallic on instrument panel and door
- Ignition, 100-amp main power supply wiring at instrument panel and trunk
- Mirror, inside rearview manual day/night with map lights
- Visors, driver and front passenger vanity mirrors, covered
- Assist handles, front passenger and rear outboard
- Lighting, interior with center-mounted dome and rear reading lights
- Cargo mat, trunk
- Ground stud, auxiliary, located in trunk

MECHANICAL

- Engine, 3.6L SIDI DOHC V6 VVT (302 hp [225.2 kW] @ 6800 rpm, 262 lb-ft of torque [353.7 N-m] @ 5300 rpm)
- Transmission, 6-speed automatic, electronically controlled with overdrive
- E85 FlexFuel capable (includes side-window decal)
- Axle, 2.44 ratio
- Front wheel drive
- Cooling, auxiliary heavy-duty engine and power steering system
- Cooling, auxiliary heavy-duty transmission system
- Battery rundown protection
- Alternator, 170 amps
- Suspension, Heavy-Duty Police
- Steering, power, rack-and-pinion
- Brakes, heavy-duty 4-wheel antilock, 4-wheel disc
- Exhaust, dual-outlet stainless-steel

PROCESSING-OTHER

- Ship Thru to Kerr Industries Ship thru costs included in MSRP to transport vehicle from plant to second stage activity and return to plant.

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GM AutoBook, Data Version: 347.0, Data updated 8/13/2014
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Customer File:

2014 Fleet/Non-Retail Chevrolet Impala Limited Police 4dr Sdn Police 1WS1

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2014 Fleet/Non-Retail 1WS19 4dr Sdn Police

SAFETY

- StabiliTrak, stability control system includes Traction Control
- Air bags, dual-stage frontal, and thorax side-impact, driver and front passenger, and head curtain side-impact, front and rear outboard seating positions includes Passenger Sensing System (Always use safety belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
- Safety belt pretensioners, front row seats
- Door locks, rear child security
- Tire Pressure Monitor

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Customer File:

Greg Bink

From: Alyson Kaczanowski <a.kaczanowski@kerrindustries.com>
Sent: Monday, July 07, 2014 9:41 AM
To: rchev.generalmgr@riversidehasit.com
Cc: Blair Schofield
Subject: RE: 2014 Police Impala pricing

Hi Greg,
Just to confirm, the last Impala we built had the following equipment faceplates ordered
Motorola PM400
Motorola 9000
Fede4ral Signal SW400SS

Can you please confirm that they require the same faceplates?
Thanks
Aly

**** PLEASE NOTE: I will be taking Friday July 4th off and will not be available by eMail but wil be back in the office on Monday July 7th.**



ALYSON KACZANOWSKI
Law Enforcement Specialist
Dealer Direct Sales
a.kaczanowski@kerrindustries.com
Texas - Oshawa - California
503 585 1774

From: Alyson Kaczanowski
Sent: July-01-14 3:22 PM
To: 'rchev.generalmgr@riversidehasit.com'
Subject: RE: 2014 Police Impala pricing

Hi Greg,
Attached is your order confirmation. Please review, sign and return.
Thanks

Aly

**** PLEASE NOTE: I will be taking Friday July 4th off and will not be available by eMail but wil be back in the office on Monday July 7th.**



ALYSON KACZANOWSKI

Law Enforcement Specialist

Dealer Direct Sales

a.kaczanowski@kerrindustries.com

Texas - Oklahoma - California

500.525.1774

From: Alyson Kaczanowski
Sent: September-11-13 4:43 PM
To: 'rchev.generalmgr@riversidehasit.com'
Subject: 2014 Police Impala pricing

Hi Greg,

Here is the pricing that you requested for the 2014 Impala

KGRILLED-RB - \$284.00 per car

KSPEAK - \$244.00 per car, NOTE: must order SEO 6J3

K017-07 - \$290.00 per car

KBATP - \$222.00 per car

KDECK91 - \$490.00 per car

KON14 - \$498.00 per car

KON-ARM - \$106.00 per car

You will also need to order SEO 6C7 for the KNVL55 option.

Thanks

Aly



ALYSON KACZANOWSKI

Law Enforcement Specialist

Dealer Direct Sales

a.kaczanowski@kerrindustries.com

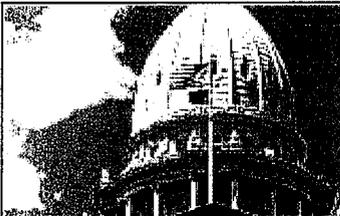
Texas - Oklahoma - California

500.525.1774

VEHICLE INVENTORY

Vehicle	VHF	800mh z	Mileage	Year	Plate	Replace	Billing
196(K9)	PM400	Astro	135,827	2008	011X611	14/15	Mileage
231	PM400	Astro	97,829	2010	011X526	15/16	Mileage
232	PM400	Astro	92,160	2011	011X521	15/16	Mileage
233	PM400	Astro	120,991	2011	011X585	14/15	Mileage
234	PM400	Astro	65,806	2012	011X617	K9: 14/15	Mileage
235	PM400	Astro	30,587	2013	011X524	16/17	Mileage
236	PM400	Astro	21,308	2013	011X522	16/17	Mileage
Hunter- 240	None	None	16,839	2012	011X515	2020	Mileage
Chewy- 239	None	None	15,632	2012	2JKD15	2020	Mileage
LaPlant- 238	None	None	17,693	2012	BPR1308	2021	Mileage
Captain- 194	PM400	None	163,996	2002	011X517	remove	Mileage
Chief-237	None	None	15,725	2012	011X515	2021	Mileage
R-27 (201)	MCS2000	Astro	7,123	2004	011X528		\$2,400/yr.
E-31 (564)	PM400	None	15,852	1988	011X533		Wells
T-36 (992)	PM400	None	7,951	2002	011X534		Wells
L-35 (205)	PM400	None	5,789	1983	011X531		\$14,400/yr.
E-34 (204)	PM400	Astro	31,135	1992	011X530		\$13,200/yr.
Grass (203)	PM400	None	18,267	1986	130679		\$2,400/yr.

Patrol only; updated on 9-23-14
Mileage on patrol cars is .82 cents/mile
Average approximately



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MCL Chapter Index

Chapter 18

Act 431 of 1984

431-1984-2

Section 18.1263

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Section 18.1263

friendly link Printer Friendly

THE MANAGEMENT AND BUDGET ACT (EXCERPT) Act 431 of 1984

18.1263 Purchase of supplies and materials by state agency to maintain inventories; authorization; limitation; charging appropriation accounts; periodic inventories; obsolescence, damage, or spoilage; fee for purchasing services assistance; cooperative bulk purchasing program for schools and school districts.

Sec. 263.

(1) The director may authorize a state agency to purchase supplies and materials for the purpose of maintaining inventories. The director shall place a dollar or quantity limitation to insure inventories are maintained at acceptable levels. Appropriation accounts shall be charged upon the basis of actual usage. Any state agency so authorized shall conduct periodic inventories as directed by the director of all supplies and materials under their control. Obsolete, damaged, or spoiled supplies and materials shall be charged to the proper appropriation account during the fiscal year it is determined that obsolescence, damage, or spoilage has occurred.

(2) The department shall provide assistance to any city, village, county, township, school district, intermediate school district, nonprofit hospital, institution of higher education, or community or junior college for purchasing services on a fee basis. Fees collected for the provision of that assistance are appropriated for the additional expenses incurred.

(3) The department shall create and operate a cooperative bulk purchasing program for school districts, public school academies, nonpublic schools, and intermediate school districts on a fee basis to reduce the costs of purchasing goods and services. Fees collected under this subsection shall not exceed the cost of purchasing goods and services and reasonable administrative expenses, and are appropriated for the expenses incurred.

History: 1984, Act 431, Eff. Mar. 29, 1985 ;-- 2004, Act 589, Imd. Eff. Jan. 4, 2005

Popular Name: Act 431

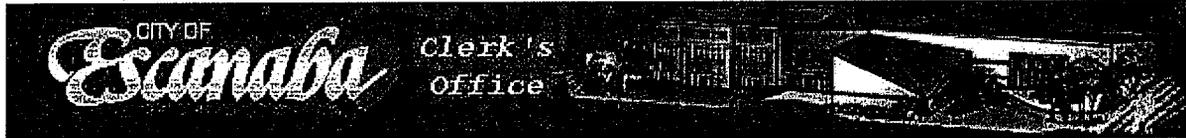
Popular Name: DMB

mcl 18 1263

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NB# 2/3
cc 10/2/14



September 24, 2014

MEMORANDUM

TO: City Council,
James V. O'Toole, City Manager *JM*

FROM: Robert S. Richards, CMC
City Clerk

SUBJECT: October 2, 2014, Agenda Item – Annual Contracts Bonifas & Historical Society

Approval - Annual Service Agreement - William Bonifas Fine Arts Center.

Explanation: The William Bonifas Fine Arts Center requestes approval of their 2014-15 service agreement in the amount of \$5,000. As part of the service agreement, the Bonifas Corporation would provide a minimum of 8 exhibitions in the Alice Powers Exhibition Hall, 5 plays, conduct 25 classes in the creative and visual arts, and 5 workshops would be opened to the citizens of Escanaba.

Administration recommended approval of the service agreement.

Approval – Annual Service Agreement – Delta County Historical Society.

Explanation: The Delta County Historical Society sought Council approval of their annual service agreement and appropriation of \$2,000. As part of the service agreement, the Delta County Historical Society would be able to provide tours and new activities at the Museum and Lighthouse facilities which were available to the citizens of the City of Escanaba.

Administration recommended approval of the request.

AGREEMENT
THE CITY OF ESCANABA
AND
THE DELTA COUNTY HISTORICAL SOCIETY

It is agreed the Delta County Historical Society will provide the following services for the citizens of the City of Escanaba. Reasonable charges can be made for those activities designated with City Approval. In 1985, the Delta County Historical Society began restoration work on the Escanaba Lighthouse, formerly occupied by the U. S. Coast Guard. It is agreed the Delta County Historical Society will provide a Lighthouse Museum and Nautical Display and other exhibits that will be open to the public.

In consideration for these services, the City of Escanaba will pay to the Delta County Historical Society an amount not to exceed **Two Thousand Dollars (\$2,000)** during the fiscal year **July 1, 2014, through June 30, 2015**, for continued work and new exhibits at the museum and lighthouse. The Delta County Historical Society will furnish to the City, through the City Manager, sufficient notice of all activities to be held at the Escanaba Lighthouse. Sufficient copies should be forwarded to the City for distribution to the City Council, City Clerk, and City Manager. Sufficient notices of all activities will be sent to the local media well in advance of the date of the actual activity to be held. The City of Escanaba will be acknowledged as a participant in this project.

This agreement is effective **July 1, 2014**, and will terminate on **June 30, 2015**.

CITY OF ESCANABA

DELTA COUNTY HISTORICAL SOCIETY

James V. O'Toole
City Manager

Its President

Robert S. Richards, CMC
City Clerk

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

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

The Center will provide for a minimum of five (5) plays annually, to be performed by the Players de Noc or other professional groups. These performances will be open to the general public, and particularly, the citizens of Escanaba. Such performances should be scheduled on an annual basis.

The Bonifas Corporation will provide for a minimum of eight (8) exhibitions to be held in the Alice Powers Exhibition Hall. These exhibitions will be open to the general public, particularly, the citizens of Escanaba. It is recommended that such exhibitions be at no charge to residents of our community.

The Corporation will conduct a minimum of twenty-five (25) classes in the creative and visual arts. Dues can be charged for participation in these classes and programs, which will be open to the general public, particularly, the citizens of Escanaba. In addition, five (5) workshops will be offered.

In consideration for these services, the City of Escanaba will pay to the Corporation an amount not to exceed Five Thousand Dollars (\$5,000) during this fiscal year, July 1, 2014 through June 30, 2015. The Corporation will furnish to the City, through the City Manager, sufficient notice of all activities to be held at the Center. Sufficient copies should be forwarded to the City for distribution to the City Council, Clerk, and City Manager. Sufficient notices of all activities will be sent to the local media well in advance of the date of the actual performance or classes to be held. Where possible, the City of Escanaba will be acknowledged as a patron of the Art Center, with the appropriate recognition being made by the Board.

The agreement is effective July 1, 2014, and will terminate on June 30, 2015.

CITY OF ESCANABA

WILLIAM BONIFAS FINE ARTS CENTER, INC.

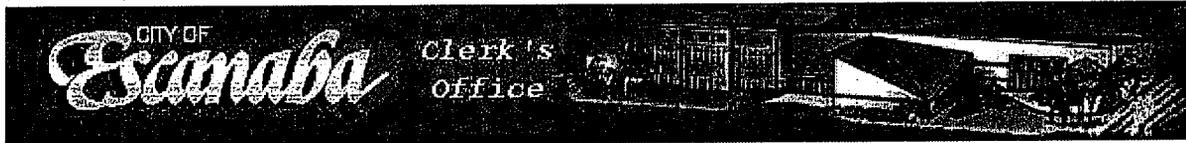
James V. O'Toole
City Manager

Its President

Robert S. Richards, CMC
City Clerk

Treasurer

NB # 4
CC 10/2/14



September 24, 2014

MEMORANDUM

TO: City Council,
James V. O'Toole, City Manager

FROM: Robert S. Richards, CMC *RSR*
City Clerk

SUBJECT: October 2, 2014, Agenda Item – Council Regular Meeting Schedule

Administration seeks approval of the 2015 Annual Council Meeting schedule. The Michigan Open Meetings Act, "For regular meetings of a public body, there shall be posted within 10 days after the first meeting of the public body in each calendar or fiscal year a public notice stating the dates, times, and places of its regular meetings."

Attached please find the proposed 2015 Council Meeting dates. The first regular meeting in January, 2015, falls on the New Year's Holiday. I would propose an alternate date of Wednesday, January 7th. The first regular meeting in April 2015 falls on Maunday Thursday. I would propose an alternate date of Wednesday April 1st. These dates do not conflict with other City Boards or Commissions.



COUNTY OF DELTA

STATE OF MICHIGAN

Notice Regular Public Meetings City Council

PLEASE TAKE NOTICE that the regular meetings of the City Council of the City of Escanaba, County of Delta, State of Michigan, are scheduled at 7:00 p.m. in Room C101, the Council Chambers of the City Hall, 410 Ludington Street, in the City of Escanaba, MI, the first and third Thursday of every month as listed below:

2015 DATES

- * January 1 & 15, 2015
- February 5 & 19, 2015
- March 5 & 19, 2015
- * April 2 & 16, 2015
- May 7 & 21, 2015
- June 4 & 18, 2015
- July 2 & 16, 2015
- August 6 & 20, 2015
- September 3 & 17, 2015
- October 1 & 15, 2015
- November 5 & 19, 2015
- December 3 & 17, 2015

2016 Dates

- January 7 & 21, 2016
- February 4 & 18, 2016
- March 3 & 17, 2016
- April 7 & 21, 2016
- May 5 & 19, 2016
- June 2 & 16, 2016
- July 7 & 21, 2016
- August 4 & 18, 2016
- September 1 & 15, 2016
- October 6 & 20, 2016
- November 3 & 17, 2016
- December 1 & 15, 2016

2017 Dates

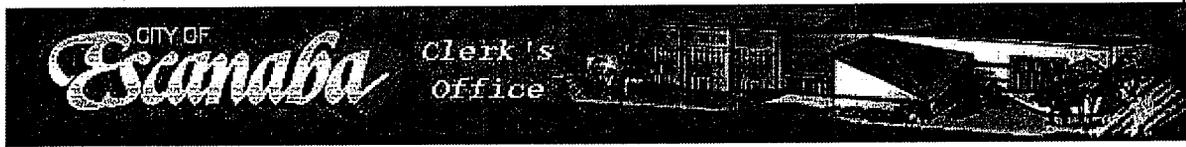
- January 5 & 19, 2017
- February 2 & 16, 2017
- March 2 & 16, 2017
- April 6 & 20, 2017
- May 4 & 18, 2017
- June 1 & 15, 2017
- July 6 & 20, 2017
- August 3 & 17, 2017
- September 7 & 21, 2017
- October 5 & 19, 2017
- November 2 & 16, 2017
- December 7 & 21, 2017

Notice is given in accordance with Act 267 of the 1976 Public Acts of the State of Michigan and Chapter II, Section 5, of the Escanaba City Charter. The City of Escanaba will provide necessary, reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities at the meeting/hearing upon five (5) days notice to the City of Escanaba. Individuals with disabilities requiring auxiliary aids or services should contact the City of Escanaba by writing or calling the below named City Clerk. Public notice will be given regarding any changes in the above meeting dates. Minutes of all Council Meetings are available at the City Clerk's Office, City Hall, 410 Ludington Street. Phone (906) 786-1194.

Robert S. Richards, CMC
City Clerk

*Jan 1st 2015 needs alternate date
April 2nd 2015 needs alter nate date*

NB #5
cc 10/2/14



September 24, 2014

MEMORANDUM

TO: City Council,
James V. O'Toole, City Manager *JM*

FROM: Robert S. Richards, CMC
City Clerk

SUBJECT: October 2, 2014, Agenda Item MERIT Network Services

February 2013, Council authorized a one year contract for MERIT Network, Inc. to provide network services for the City of Escanaba. After a year of service, MERIT has provided the City with exceptional service and backup for its network needs. At this time, I would recommend Council approval to use MERIT Network, of Ann Arbor, MI, to continue to provide network, internet, and email services. Additionally, Authorization is sought to approve the following network service agreements for 2014-15.

- MERIT eMail Collaboration Suite \$1,320, Three year contract to take advantage of pricing discounts.
- MeritMail Archiving and eDiscovery for staff accounts \$3,600, one year contract.
- MERIT internet bandwidth to the City of Escanaba in an amount not to exceed \$5,336 (this price has dropped from \$5,700 to \$5,336).

All Costs were budgeted in the current Fiscal Year Budget.



July 22, 2014

MeritMail Collaboration Suite Service Renewal

Member:
 Robert Richards
 City of Escanaba
 410 Ludington Street
 Escanaba, MI 49829



Prepared By:
 Karen Michon
 734-527-5785
 sales@merit.edu

	<input checked="" type="checkbox"/> 1-Year Agreement		<input type="checkbox"/> 2-Year Agreement		<input type="checkbox"/> 3-Year Agreement	
	One-Time	Annual Recurring	One-Time	Annual Recurring	One-Time	Annual Recurring
MeritMail Collaboration Suite						
Setup and Installation	\$0		\$0		\$0	
100 Professional Accounts		\$1,560		\$1,500		\$1,320
Total MeritMail Fees	\$0	\$1,560	\$0	\$1,500	\$0	\$1,320
(monthly)		\$130		\$125		\$110
Additional Accounts:						
Professional		\$15.60		\$15.00		\$13.20

<input checked="" type="checkbox"/> MeritMail Archiving & eDiscovery						
100 Professional Accounts		\$3,600		\$3,600		\$3,600
Total Archiving & eDiscovery Fees		\$3,600		\$3,600		\$3,600

Optional Additional Services

<input type="checkbox"/> MeritList Manager						
Setup and Installation	\$190		\$0		\$0	
250 Email Lists		\$1,704		\$1,380		\$1,200
1/2 TB Additional Storage Blocks	\$0	\$0	\$0	\$0	\$0	\$0
SSL Certificates		\$0		\$0		\$0
Total MeritList Manager Fees	\$190	\$1,704	\$0	\$1,380	\$0	\$1,200

Accepted: _____ (Signature) _____ (Date)

_____ (Print) Fax to: 734-527-5790

Preferred Billing Period (e.g. 7/1 - 6/30): _____ Invoice Frequency: Annual Bi-Annual Quarterly Monthly

Note: Invoice frequencies other than annual incur a \$25 billing fee per invoice



Merit Network Service Agreement Schedule

Merit Network, Inc.
 1000 Oakbrook Drive, Suite 200
 Ann Arbor, MI 48104
 1.734-527-5700 1.734-527-5790
 www.merit.edu

Service Agreement Number: 20140325-DED-34344-AMM-1

Renewal for the City of Escanaba

March 25, 2014

Prepared For:
 Jim O'Toole
 City of Escanaba
 410 Ludington Street
 Escanaba, MI 49829

Provided By:
 James (Jim) A. Lundberg
 906-474-1222
 lundberj@merit.edu

Select One →

Select One →

		<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		
		1-Yr Contract		2-Yr Contract		3-Yr Contract		5-Yr Contract		
		One-time	Recurring	One-time	Recurring	One-time	Recurring	One-time	Recurring	
<input checked="" type="checkbox"/>	1G bps Fiber Connection	Equipment	\$0		\$0		\$0		\$0	
		Set-up Allowance	\$0		\$0		\$0		\$0	
		Telco Installation	\$0		\$0		\$0		\$0	
		Merit Installation	\$0		\$0		\$0		\$0	
<input checked="" type="checkbox"/>	10.0M bps Total	Annual Contracted Bandwidth		\$3,236		\$3,236		\$3,236		\$3,236
		Annual Access Fee		\$1,500		\$1,500		\$1,500		\$1,500
		Consortium Internet Service		\$600		\$600		\$600		\$600
		Total First Year Cost	\$0	\$5,336	\$0	\$5,336	\$0	\$5,336	\$0	\$5,336
		(monthly)		\$445		\$445		\$445		\$445
<input type="checkbox"/>	1G bps Fiber Connection	Equipment	\$0		\$0		\$0		\$0	
		Set-up Allowance	\$0		\$0		\$0		\$0	
		Telco Installation	\$0		\$0		\$0		\$0	
		Merit Installation	\$250		\$250		\$250		\$250	
	15.0M bps Total	Annual Contracted Bandwidth		\$4,686		\$4,686		\$4,686		\$4,686
		Annual Access Fee		\$1,500		\$1,500		\$1,500		\$1,500
		Consortium Internet Service		\$600		\$600		\$600		\$600
		Total First Year Cost	\$250	\$6,786	\$250	\$6,786	\$250	\$6,786	\$250	\$6,786
(monthly)		\$566		\$566		\$566		\$566		
<input type="checkbox"/>	1G bps Fiber Connection	Equipment	\$0		\$0		\$0		\$0	
		Set-up Allowance	\$0		\$0		\$0		\$0	
		Telco Installation	\$0		\$0		\$0		\$0	
		Merit Installation	\$250		\$250		\$250		\$250	
	20.0M bps Total	Annual Contracted Bandwidth		\$6,248		\$6,248		\$6,248		\$6,248
		Annual Access Fee		\$1,500		\$1,500		\$1,500		\$1,500
		Consortium Internet Service		\$600		\$600		\$600		\$600
		Total First Year Cost	\$250	\$8,348	\$250	\$8,348	\$250	\$8,348	\$250	\$8,348
(monthly)		\$696		\$696		\$696		\$696		

Preferred Billing Period (e.g. 7/1 - 6/30): _____ Invoice Frequency: Annual Bi-Annual Quarterly Monthly
 Note: Invoice frequencies other than annual incur a \$25 billing fee per invoice

Consortium/WAN Pricing - Under Merit Network, Inc.'s Consortium/WAN Pricing Model, one or more related organizations may aggregate traffic from multiple physical locations using multiple circuits for consolidated pricing. However, the entities must have an existing legal or purchasing relationship and management structure and one member of the consortium is designated the lead organization. Only the lead organization is permitted to contact Merit regarding service issues and support. For an additional Full Support fee, individual consortium members may have direct contact with Merit. The lead member must accept billing responsibility for the full contracted amount and will be responsible for the total amount due and for determining any chargebacks to the individual Consortium/WAN members. Traffic for all Consortium/WAN members are aggregated each month and billed according to the following rules:

Bandwidth is measured by the average peak bandwidth usage, defined as the maximum bandwidth used in successive traffic samples taken over 30 minutes on two consecutive days in a month. Affiliate pays for the minimum bandwidth specified by the Contracted Bandwidth Fee, plus any additional charge for actual peak bandwidth used each month. The additional charge is calculated as the difference between the specified bandwidth fee and the fee for the peak bandwidth used that month. If Affiliate uses more than the base amount in three consecutive months, the highest amount used in each of those months would become the new base.

On-Net is defined as traffic that stays entirely within the Merit network or is destined for the Internet2 network. Traffic that leaves the network for "commodity" or peering connections is considered "off-net". Traffic to other research and education networks (with the exception of Akamai) will be considered "off-net". On-Net traffic includes any data exchanged within Merit's Membership base. Merit Membership includes 12 of 13 public universities, 69% of Michigan's overall higher education institutions, 42% of K12 ISDs and ESAs, as well as 60% of public library cooperatives.

Accepted: _____ (Signature) _____ (Date)
 _____ (Print) Fax to: 734-527-5790



Merit Network, Inc.
1000 Oakbrook, Suite 200
Ann Arbor, MI 48104-6794
t.734-527-5700 f.734-527-5790
www.merit.edu

This SERVICES AGREEMENT Number: 20140325-DED-34344-AMM-1, dated as of July 1, 2014 (collectively with each Service Order Form, as defined below, the "Agreement"), is made by and between Merit Network, Inc. ("Merit") and City of Escanaba ("Affiliate").

1. Background

Merit is a non-profit corporation, governed by Michigan's four-year publicly supported universities, operating a statewide computer network providing links to external networks.

2. Services Provided

(a) *General.* Merit will provide to Affiliate the Internet access services, optional fee-services, and other mutually agreed-upon services (collectively, the "Services") set forth below or in a specific Service Order Form (each a "Service Agreement") which may be executed from time-to-time by Merit and Affiliate setting forth additional services, all of which shall be subject to the terms and provisions of this Agreement.

(b) *Network Access.* Merit will provide to Affiliate Internet access and other services as defined in the Schedule(s) referenced in Section 3.

(c) *Installation.* Merit will provide the labor, equipment, and other materials necessary to provide network access. This includes the equipment at both ends of the connection, the circuit used, and related materials, parts and labor. Affiliate shall pay a service charge for the equipment, the cost of the circuit and any Merit and telephone company installation fees (if applicable), associated with the installation. All equipment supplied by Merit will remain the property of Merit. Affiliate shall be responsible for all internal networking, host computers to be attached to the network, and any associated software. Affiliate shall also be responsible for the cost of any software upgrades to Affiliate owned equipment, which may be specified by Merit which is required in order to effectuate the network attachment. In addition, if applicable to Affiliate's choice of connection, Affiliate shall provide a voice grade phone line that will be connected to diagnostic equipment supplied by Merit, attached to the router for diagnostic purposes. Affiliate may have the option to select an alternate installation option for a reduced fee. If option is selected, Merit will configure all equipment and ship it to the Affiliate. Affiliate will then be responsible for installation of equipment at their location.

(d) *Service and Support.* Payment of the annual Affiliate fee shall entitle Affiliate to participate in the service and support offered by Merit from time-to-time to other Merit Affiliates. This service and support will include software and firmware upgrades required to maintain compatibility with the equipment and software used in the Merit backbone. It does not include optional equipment or software upgrades offered by Merit which are intended to add new features or provide increased performance. Those upgrades will be provided at Affiliate's expense upon request and pursuant to a separate written Service Agreement. It also does not include the replacement of equipment previously installed by Merit at Affiliate's site that is no longer supported by the manufacturer or which has reached the end of its useful life. If requested to support a service or feature upgrade, that equipment will be replaced by Merit, but at Affiliate's expense.

(e) *Maintenance.* Merit is responsible for the operation and maintenance of its backbone and server facilities. Affiliate is responsible for the operation and maintenance of its local area networks, computers and other equipment. Affiliate is also responsible for the cost of the maintenance on the Merit-supplied circuit at Affiliate's site, but agrees that all maintenance for circuits and Merit-owned equipment will be performed by Merit. Affiliate is responsible for providing and maintaining an acceptable environment for all Merit-owned equipment located at the Affiliate premises. Should Merit owned-equipment be damaged as a result of the Affiliate's abuse, neglect, or failure to provide an acceptable environment or as a result of environmental damage such as fire, flood or lightning strike, Affiliate is responsible for paying (i) the cost of all repair services and travel expenses provided at Affiliate's site at Merit's then-applicable hourly maintenance rate, plus mileage, and (ii) the cost of all parts and materials. Maintenance and repair services are available from Merit between 7:00 a.m. and 4:00 p.m., Monday through Friday, except holidays. Service may be provided at other mutually agreed upon times, if arranged in advance.

3. Payment

Affiliate shall pay for (i) Services set forth on the attached Schedule(s) to this Agreement and any subsequent schedules that reference this Services Agreement Number (ii) any additional Services as provided in the applicable Service Agreement; and (iii) applicable maintenance services at the then-applicable rates. Without limiting the foregoing, Affiliate shall pay all one-time set-up and installation charges, any one-time or recurring telecommunications service charges (regardless of whether such costs are passed through by Merit or billed separately by the telecommunications provider), related administrative fees charged by Merit, and all sales and use taxes, as well as duties or levies arising in connection with the Services. All non-recurring and recurring fees are billed in advance on an annual basis beginning on the first date of service, except Affiliate may elect monthly, quarterly or semi-annual billing for an additional administrative fee. The amount of the administrative fee will vary with the frequency of the billing. Any additional service fees will be billed as the service or charge is incurred. Some qualifying Affiliates may be granted extended payment terms for one-time set-up and installation charges with addition of an appropriate administrative fee. Payment is due within (30) days from the date appearing on the invoice. Affiliate will be charged a 1.5% late charge on the first day of each month on all invoices remaining unpaid (45) days after the date appearing on the invoice. These payment terms do not apply to amounts paid to Merit through the USF program.

4. Term and Termination

(a) *Term.* The term of this Agreement begins on the first date that network connectivity is provided by Merit, and extends over _____ (_____) years:

(b) *Renewals.* Unless either party gives a written termination notice at least (30) days prior to the end of the current term (whether it's the initial term or a renewal term), the term of this Agreement will be renewed automatically for a similar term as the term which is then in effect.

(c) *Early Termination.* If Affiliate terminates this Agreement for any reason other than Merit's breach of its responsibilities under this Agreement before the end of the term, or if Merit terminates this Agreement because of a violation by Affiliate of any term or provision of this Agreement including, but not limited to, Affiliate's failure to make any payment when due, then Affiliate shall be responsible for and shall pay (i) all telecommunications service charges applicable through the date service is actually terminated, regardless of the effective date of termination of the Agreement, and any related administrative fees charged by Merit, (ii) any additional early termination penalties or charges assessed by the telecommunications carrier, (iii) the balance of any remaining fiber access fees or amortized install charges, (iv) all costs associated with disconnecting Affiliate's service and removing any equipment from Affiliate's site (charged at the then-applicable rates for maintenance), (v) any outstanding amounts previously incurred for maintenance, (vi) if Affiliate previously received a discount as a result of agreeing to a term longer than one (1) year, an early termination penalty equal to the total amount of the discount, as calculated without any reduction or proration to reflect the point during the term at which the termination occurs, and (vii) if Affiliate previously received extended payment terms for one-time set-up and installation fees, the balance remaining plus any assessed administrative charge are due and payable upon termination. One-time installation charges are not refundable. In the event Affiliate requests Merit to continue providing any portion of the Services beyond the requested termination date, Affiliate agrees to pay Merit for those Services at the then-applicable rates in accordance with the terms of payment provided in Section 3 above. The above termination penalties do not apply to service moves or upgrades.

(d) *Termination.* Upon termination of dedicated service with Merit, whether such termination occurs at the end of the initial term or any subsequent terms, or as an early termination during an agreement period, Affiliate agrees that all IP addresses assigned from Merit's CIDR block shall be promptly returned. In addition, Affiliate shall be responsible for transitioning responsibility of primary and/or secondary DNS to their own DNS server, or that of its new carrier.

(e) *Price Adjustments.* If Merit initiates reduced Affiliate Fees to its Non-Profit Affiliates during the Agreement period, Affiliate may renew this Agreement at the new rates for a term of equal or greater length than the balance remaining on the initial term. In all instances, the renewal will be for a minimum of twelve (12) months and the renewal rates will reflect the term discount of the new term period. If this Agreement provides Affiliate access via fiber connectivity, the Affiliate may renew at the new rates for a period co-terminous with the initial agreement term.

5. Limited Warranty

Merit will supply, at no charge, new or rebuilt replacements for defective equipment or parts for the initial term of this Agreement. This Limited Warranty does not cover damages due to accident, misuse, abuse or negligence. REPAIR OR REPLACEMENT AS PROVIDED UNDER THIS LIMITED WARRANTY IS THE EXCLUSIVE REMEDY OF AFFILIATE. MERIT SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS LIMITED IN DURATION TO THE DURATION OF THIS LIMITED WARRANTY.

6. Rights and obligations of Affiliate

(a) *Affiliate is Responsible to Its Authorized Users.* Affiliate is solely responsible for communicating with its own authorized users, and for handling all complaints and trouble reports made by its authorized users, with respect to the Services provided hereunder.

(b) *Acceptable Use Restrictions.* Merit's Acceptable Use Policy ("AUP") applies to the use of all Services provided by Merit, including any unsupervised anonymous network access offered by Affiliate. By accepting Services from Merit, Affiliate agrees to comply with the AUP as defined in 'Attachment A' and any changes made from time to time thereto. Affiliate also agrees to be responsible for the compliance by its users with the AUP.

7. Rights and Obligations of Merit

Merit shall be responsible only for the operation and maintenance of the Services. Affiliate shall be responsible for maintaining and managing its own network that interfaces with the Services. Merit shall not be responsible for cabling that connects Affiliate-owned equipment to Merit equipment or the Services. Any interruption in the Services that is caused by the malfunction or interruption of any physical telecommunications media or facility (including, but not limited to cables and fiber optic lines) or by any malfunction or manufacturer's defects of equipment either provided by Merit to Affiliate or separately purchased by Affiliate will not be deemed a breach of Merit's obligations under this Agreement.

8. Indemnification

Affiliate and Merit will indemnify, save harmless and defend each other and all of Merit's Members and Affiliates, as well as their respective employees, officers, directors and agents (collectively "Indemnified Parties") from and against any claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative) and expenses (including, but not limited to reasonable attorney's fees incurred with or without suit, in arbitration or mediation, on appeal or in a bankruptcy or similar proceeding) (collectively "Claims") threatened, asserted, or filed by a third party against any of the Indemnified Parties to the extent that such third party Claims arise out of or relate to (i) the breach or alleged breach of this Agreement by Affiliate or Merit; (ii) any negligent or tortious act or omission to act of Affiliate or Merit; or (iii) any claim that the data content delivered by Affiliate via the Services provided by Merit under this Agreement constitutes an infringement of any confidential information, trade secret, patent, copyright, trademark, trade name or other legal right of any third party.

9. Limitation of Liability

Except for the Limited Warranty in Section 5 above, the equipment and Services provided by Merit are provided on an "as is" and "as available" basis. Merit does not warrant that the Services will be uninterrupted or free of harmful components. Merit makes no express warranties and waives all implied warranties. Merit and its employees are not liable for any costs or damages arising directly or indirectly from Affiliate's use of the Services or the Internet including any direct, indirect, incidental, exemplary, multiple, special, punitive or consequential damages. Affiliate assumes full responsibility and risk for the use of the Services and the Internet, and is solely responsible for evaluating the accuracy, completeness, and usefulness of all services, products and other information. If Affiliate is dissatisfied with the Service(s) or with any terms, conditions, rules, policies, guidelines or practices of Provider in operating the Services(s), Affiliate's sole and exclusive remedy is to terminate this Agreement in accordance with Section 4, above, and discontinue using the Service(s). Merit's cumulative liability to Affiliate or any third party for any and all claims relating to the use of the equipment and Services provided by Merit shall in no event exceed the amount of the annual Affiliate fees paid by Affiliate to Merit during the twelve (12) month period ending on the date of the event giving rise to the claim. Merit shall not be liable for failure or delay in performing its obligations hereunder if such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Services.

10. Data Content

Merit is not liable for the content of any data transferred either to or from Affiliate via the Services provided by Merit, nor for any loss or damage, whether personal, material, or financial, suffered by Affiliate as a direct or indirect consequence of the Services provided by Merit.

11. Miscellaneous

(a) *Governing Law; Jurisdiction.* The validity, interpretation, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of Michigan.

(b) *Entire Agreement.* This Agreement, and the Service Agreements entered into by the Parties from time-to-time, is the final expression of their agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous agreement. This Agreement may not be amended except upon the written consent of the parties. No failure to exercise and no delay in exercising any right, remedy, or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, or power provided herein or by law or in equity. The waiver by any party of the time for performance of any act or condition hereunder shall not constitute a waiver of the act or condition itself.

(c) *Assignment.* This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, and assigns. Affiliate may not assign this Agreement without the prior written consent of Merit.

(d) *Headings; Severability.* Headings used in this Agreement are for reference purposes only and shall not constitute a part hereof or affect the meaning or interpretation of this Agreement. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

(e) *Counterparts.* This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered as of the date first written above.
City of Escanaba

Signed by: *[Signature]*
Printed Name: JAMES V. O'TOOLE
Title: CITY MGR.
Date Signed: 5/27/14

Merit Network, Inc.
Signed By: _____
Printed Name: _____
Title: _____
Date Signed: _____

Attachment A
Merit Acceptable Use Policy
Effective August 8, 2003

Overview

This Policy is a guide to the acceptable use of Merit network facilities and services (Services). Any Member or Affiliate organization or individual connected to Merit's network in order to use it directly, or to connect to any other network(s), must comply with this policy and the stated purposes and Acceptable Use policies of any other network(s) or host(s) used.

Each Member and Affiliate organization is responsible for the activity of its users and for ensuring that its users are familiar with this policy or an equivalent policy. In addition, each Member and Affiliate is encouraged to maintain and enforce its own Acceptable Use policies. The provisions of this policy govern all use of the Services, including any unsupervised anonymous network access offered by Members or Affiliates.

The following guidelines will be applied to determine whether or not a particular use of the Services is appropriate:

1. Users must respect the privacy of others. Users shall not intentionally seek information on, or represent themselves as, another user unless explicitly authorized to do so by that user. Nor shall Users obtain copies of, or modify files, other data, or passwords belonging to others.
2. Users must respect the legal protection applied to programs, data, photographs, music, written documents and other material as provided by copyright, trademark, patent, licensure and other proprietary rights mechanisms.
3. Users must respect the integrity of other public or private computing and network systems. Users shall not intentionally develop or use programs that harass other users or infiltrate any other computer, computing system or network and/or damage or alter the software components or file systems of a computer, computing system or network.
4. Use should be consistent with guiding ethical statements and accepted community standards. Use of the Services for malicious, fraudulent, or misrepresentative purposes is not acceptable.
5. The Services may not be used in ways that violate applicable laws or regulations.
6. The Services may not be used in a manner that precludes or significantly hampers network access by others. Nor may the Services be used in a manner that significantly impairs access to other networks connected to Merit.
7. Connections which create routing patterns that are inconsistent with the effective and shared use of the Services may not be established.
8. Unsolicited advertising is not acceptable. Advertising is permitted on some Web pages, mailing lists, news groups and similar environments if advertising is explicitly allowed in that environment.
9. Repeated, unsolicited and/or unwanted communication of an intrusive nature is strictly prohibited. Continuing to send e-mail messages or other communications to an individual or organization after being asked to stop is not acceptable.

The intent of this policy is to identify certain types of uses that are not appropriate, but this policy does not necessarily enumerate all possible inappropriate uses. Using the guidelines given above, Merit may at any time make a determination that a particular use is not appropriate.

Merit will not monitor or judge the content of information transmitted via the Services, but will investigate complaints of possible inappropriate use. In the course of investigating complaints, Merit staff will safeguard the privacy of all parties and will themselves follow the guidelines given in this policy and in Merit's Privacy Policy. Merit will only release sensitive, confidential or personally identifiable information to third parties when required by law, or when in Merit's judgment, release is required to prevent serious injury or harm that could result from violation of this policy.

Remedial Action

When Merit learns of possible inappropriate use, Merit staff will notify the Member or Affiliate responsible, who must take immediate remedial action and inform Merit of its action. Merit will assist the Member or Affiliate in identifying the nature and source of the inappropriate use and in implementing remedial action if requested. Provided the Member or Affiliate implements remedial action promptly, Merit will take no further action. If Merit is unable to contact the Member or Affiliate, or if the Member or Affiliate is unable to implement remedial action, Merit reserves the right to pursue remedial action independently. Wherever possible, Merit will pursue remedial action with the least impact to the overall service for the Member or Affiliate.

Should the situation be considered an emergency, and Merit deems it necessary to prevent further inappropriate activity, Merit may temporarily disconnect a Member or Affiliate. An emergency is defined as: "Serious security incidents that require immediate attention to prevent harm to an individual, to protect information from loss or damage that would be difficult or impossible to correct or to deal with serious on-going denial of service attacks."

If temporary disconnection is deemed necessary by Merit staff, every effort will be made to inform the Member or Affiliate prior to disconnection, and every effort will be made to re-establish the connection as soon as it is mutually deemed safe.

Any determination of inappropriate use serious enough to require disconnection shall be promptly communicated to every member of the Merit Board of Directors through an established means of publication.

NB #6
CC 10/2/14

MEMORANDUM

September 19, 2014

TO: Jim O'Toole, City Manager
Robert Richards, City Clerk

FROM: Thomas Penegor, Recreation Director

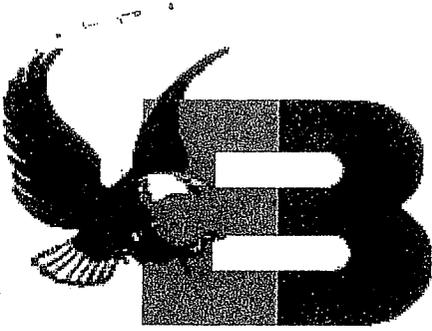
SUBJECT: City Council Agenda of October 2, 2014

APPROVAL OF A REQUEST TO RETAIN PROFESSIONAL ENGINEERING SERVICES FOR CIVIC CENTER ROOF PROJECT

On August 22, 2014, Administration received three (3) proposals from local engineering firms for professional engineering services to re-roof the Catherine Bonifas Civic Center building. They include the following:

Bittner Engineering	\$6,950
Dynamic Design	\$7,200
C2ae	\$9,600

This proposal includes a turn key approach where the successful bidder's responsibility starts with the inception of the project and continues until the project is complete. After reviewing the three proposals, Administration is recommending Bittner Engineering, Inc. in amount of \$6,950. Funding for this project will come out of the Bonifas Fund.



BITTNER ENGINEERING, INC.

PO Box 713, 113 South 10th Street, Escanaba, Michigan 49829

906-789-1511 FAX 906-789-9977

email: bittnerengineering@bittnerengineering.com

August 22, 2014

Mr. Thomas Penegor
Recreation Director
City of Escanaba
225 North 21st Street
Escanaba, Michigan 49829

RE: Engineering Services for
Civic Center Roof Replacement

Dear Mr. Penegor:

Bittner Engineering, Inc. is pleased to present this proposal for professional engineering services in conjunction with the Roof Replacement for the Civic Center. Our services will include:

- Initial meeting with you and other representatives of the City who will be involved in the project and/or may have information that may not be included on the plans.
- Review of existing plans for the two major sections of the building.
- Roof inspection/measurements necessary to prepare an existing conditions drawing and serve as the basis for developing bidding documents.
- Follow up inspection(s), as necessary, to evaluate areas that are not visible from the surface. This would require assistance from City or contractor personnel to expose and reinstall existing roof materials. This would be a responsibility of the City.
- Preparation of plans, specifications and bidding documents for the roof system.
- Submit plans, specifications and bidding documents to the City for review and approval.
- Make changes and/or corrections as directed by the City.

Mr. Thomas Penegor

August 22, 2014

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- Prepare final documents and advertise for bids. The cost of advertisements in news papers would be billed directly to the City.
- Conduct a pre-bid meeting.
- Answer contractor questions and prepare and distribute addenda if required.
- Receive and review bids and make recommendation of award of contract.
- Prepare contract documents for City and contractor for execution.
- Review contractor submittals, visit job site as necessary during construction and issue change orders, if necessary.
- Process contractor pay requests.
- Coordinate project closeout.

Our cost for these services is \$6,950.00.

We have included the cost of preparing copies of the Project Manual for the City and 3 Builders Exchanges. Not included is the cost of preparing additional sets of Contract Documents at a cost of \$60 per set. This cost would be recouped by assessing a non-refundable deposit to contractors.

If asbestos is suspected or discovered, an asbestos evaluation will be required and is not included in our proposal.

Please contact me if you have any questions or require additional information.

Sincerely,



Dennis B. Bitner, P. E.
President

Dynamic Design

Group, inc.

Engineers—Architects—Project Managers

August 22, 2014

Mr. Tom Penegor, Recreation Director
225 North 21st Street
Escanaba, MI 49829

Re: Re-Roofing
Catherine Bonifas Civic Center
Escanaba, Michigan

DDGi Project No.: 14-4163

Dear Mr. Penegor:

Thank you for the opportunity to submit this proposal for Professional Design and Engineering Services.

OBJECTIVE

Prepare drawings, construction specifications and bidding documents and to perform bid administration and contract administration for the complete re-roofing of the Catherine Bonifas Civic Center building.

PROPOSAL CONSIDERATIONS

Our proposal is based on the following considerations:

1. Existing plans will be provided.
2. No insulation will be added to the roof.

SCOPE OF SERVICES:

This proposal is to provide design and administration services through final project walk through.

A) Design and Construction Documents

- 1) Design and Construction Phase
 - 1) Initial meeting to discuss the project timeline, roofing types and warranties, bidding and construction dates, contractor staging, etc.

ddm

design document manage

- 2) Site visit to locate and measure roof penetrations, roof edging, and evaluate flashing and roof drain conditions.
- 3) Preparation of three (3) sets of construction documents which will include:
(Contractor bid sets will be purchased by the bidding contractor.)
 - a. Written bidding documents and construction specifications.
 - b. Roof plan drawings.
 - (i) Over all roof plan.
 - (ii) Enlarged plan if required.
 - c. Detail drawings including:
 - (i) Flashing details at walls and penetrations.
 - (ii) Roof edge and termination details.
 - (iii) Roof drain details.

B) Bid Administration

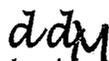
1) Bidding Phase.

- 1) Compile written bidding documents to define contractor's responsibilities for competitive bidding.
- 2) Act as the Contractors main point of contact during the Bid Administration phase.
- 3) Generate an invitation to bid.
- 4) Printing and distribution of drawings to Contractors. Bidder's sets will be purchased by the contractor as defined in the specifications.
- 5) Perform one pre-bid site walk thru with contractors.
- 6) Field pre-bid contractor questions.
- 7) Compile addendums, if necessary, and distribute to contractors.
- 8) Receive and evaluate bids.
- 9) Qualify bidders.
- 10) Provide a written recommendation for contractor selection to the Owner.

C) Contract Administration

1) Construction Phase.

- 1) Act as the Contractors main point of contact during the construction phase.
- 2) Generation of Owner/Contractor agreement.
- 3) Receive all contractor shop drawings.
 - a. Review contractor shop drawings to verify that components/materials submitted meet the quality specified in the Contract Documents.
- 4) Review contractor billings for the Owner, to verify that the billings accurately reflect the work completed. This includes verifying the amount and value of materials stored on site.
- 5) Provide (6) six onsite observations at project critical stages:
 - a. Pre-Construction meeting.
 - b. (3) Observations during construction.
 - c. Substantial completion, including the generation of a punch list.
 - d. Final project walk thru.
- 6) Any additional project site visits requested or required will be billed at the hourly rates listed below.



PROFESSIONAL DESIGN AND ENGINEERING FEES

The proposed fees for Professional Design and Engineering Services for the work items defined above are: **\$7,200.**

Any additional services required or requested will be billed at the hourly rates as listed below. We will not incur additional hours without written prior approval.

HOURLY RATES

- Architect \$80.00/hour.
- Engineer \$80.00/hour.
- MEP Design \$80.00/hour.
- Project Manager/Designer \$80.00/hour.
- Mileage current rate per mile

SPECIFIC ITEMS NOT INCLUDED IN THIS AGREEMENT:

- A) Plan review fees.
- B) Permit fees.
- C) Reimbursable expenses as defined below.

REIMBURSABLE EXPENSES:

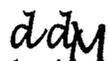
Reimbursable Expenses are additional charges for services rendered in the interest of the project.

- A) Reimbursable Expenses:
 - I) Postage and handling.
 - II) Document Reproduction.
 - 1) 8 1/2x11 photocopies/prints \$0.10/sht.
 - 2) 11x17 photocopies/prints \$0.20/sht.
 - 3) Large photocopies/prints (dwg. Shts.) \$3.00/sht.
 - III) Bid advertising expenses.

CONTRACT TERMS:

This offer is valid for 30 days.

Our terms are 25% deposit to begin work. We will invoice for our services on a monthly basis or at the completion of the work, whichever comes first. Payment of all monthly invoices shall be received in full within 15 days of the date of invoice. If payment is not received on time, then work may be suspended. If all invoices are not paid in full then you will forfeit your rights to use the plans, and you could be subject to copyright infringement. We reserve the right to add interest on any amounts unpaid after 30 days at the simple annual interest rate of 12%. If we



are forced to recoup our fees through legal proceedings, you acknowledge that you will be required to pay our legal fees and court costs.

If you wish to move forward with this proposal, please sign, date and return a copy to us with the required deposit.

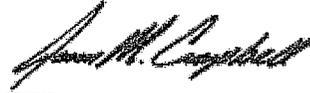
Sincerely,



Daniel S. Block, P.E.
Project Engineer



Randy J. Viau, R.A.
Architect

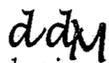


Jason M. Campbell
Project Manager

Please initial for the services requested:

This Agreement is accepted for the services identified above by:

<i>Name (Printed)</i>	<i>Title</i>
<i>Signature</i>	<i>Date</i>





August 21, 2014

Mr. Thomas J. Penegor, Recreation Director
City of Escanaba
225 North 21st Street
P.O. Box 948
Escanaba, MI 49829

Re: Proposal for Architectural Engineering for the City of Escanaba, Civic Center Roof Replacement

Dear Mr. Penegor:

Thank you for the opportunity to provide the following proposal for architectural/engineering design services for the roof replacement at the City of Escanaba Civic Center. In response to your request, C2AE is pleased to present this proposal to provide our scope of services, and fee for your consideration.

Project Understanding

The City of Escanaba needs to replace the roof system of the Civic Center which is beginning to deteriorate due to its age of 24 plus years. The City is looking at replacing the upper roof over the Gymnasium which is fully adhered membrane by removing the existing membrane and replacing it with 60 mil EPDM. The lower roof is currently a ballasted membrane which we propose to re-use ballast, coping, and the roof drains and pans. The subject roof area totals roughly 26,000 square feet (sq. ft.).

Three alternate bid options are also requested by the City for the replacement of ballast, coping, and roof drains and pans if the owner chooses to replace rather than re-use these items.

The City would like the consultant to perform the schematic design this fall, develop the construction documents this fall, bid the project winter 2015, and start construction the spring of 2015 with a completion date of June 30, 2015.

Scope of Services

C2AE will provide architectural and structural engineering services for the roof replacement over roughly 26,000 square feet of the lower and upper roof area on the Civic Center building and addition.

Design/Documentation Services

- Participate in a Project kick-off meeting with Mr. Penegor and other pertinent City staff.
- Participate in weekly project team coordination meetings (internal)
- Survey existing roof and document conditions including items to be removed. HVAC piping and electrical to be retained. Existing HVAC equipment and skylights to remain in current locations.

- Drawings anticipated to be produced include:
 - Cover Sheet w/ drawing index
 - Demolition Roof Plan
 - Roof Plan detailing new membrane installation and details
- Technical specifications
- Assist in distribution of bidding documents to prospective bidders
- Assist in pre-bid meeting to review project with prospective bidders
- Assist City in reviewing bids, selection, and post bid interview
- Develop contract between successful contractor and the City

Construction Administration

- Attend pre-construction meeting
- Review required equipment shop drawings to ensure compliance with design intent.
- Respond to contractor requests for information (RFI)
- Conduct two (2) site visits during construction for observation of work to meet design intent
- Review general contractor payment requests
- Issue any required bulletins and change orders
- Provide written progress reports and documentation of observations
- Conduct punch list at completion of project

Approach

Communication with the owner will be via team meetings, by email, or video conferencing at C2AE's offices. Once approval of the proposal has been granted, C2AE will begin the design documentation process immediately.

Design/Documentation Schedule

C2AE has the resources available to begin immediately and will deliver final construction documents for plan review six (6) weeks after Kick-off meeting with owner. Completion date is set for June 30, 2015.

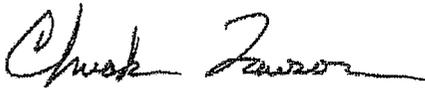
Compensation

We propose to complete the project for a Lump Sum fee of **\$9,600.00** (Nine Thousand Six Hundred dollars) based upon the scope as indicated above. The above fee does not include reimbursable expenses such as printing and out of pocket expenses. Site visits beyond the two (2) described above in construction will be time and material based on C2AE's current billing rates.

The additional services required to formally evaluate the structural plans, existing insulation depth, and furnish a recommendation on the structure's ability to support the additional snow and insulation load, would add \$1500 to the amount listed above.

We look forward to working with you on the project. If this proposal is acceptable to you, please indicate by signing below and returning one original to our office. If you have any questions regarding this proposal, please contact me at (906) 233-9360.

Sincerely,
C2AE



Charles J. Lawson, PE
Project Manager/Construction Coordinator

ACCEPTED BY:
CITY OF ESCANABA

Signature (Base Lump Sum Fee)

Signature (Add \$1500 to Lump Sum Fee)

Title

Date: _____

CJL/ckw



*Standard Contract Provisions
Design and Construction Services*

The parties to this agreement, Capital Consultants, Inc., a Michigan Corporation doing business as C2AE in the State of Michigan, hereinafter called the A|E CONSULTANT and the City of Escanaba, Michigan, hereinafter called the OWNER, hereby agree to the following conditions:

- A. Limit of Scope: The services provided by the A|E CONSULTANT shall be limited to those described in the Scope of Services.
- B. Changed Conditions: If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the A|E CONSULTANT are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the A|E CONSULTANT may call for renegotiation of appropriate portions of this Agreement. The A|E CONSULTANT shall notify the OWNER of the changed conditions necessitating renegotiation, and the A|E CONSULTANT and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.
- C. Additional Services: Additional services not specifically identified in the Scope of Services shall be paid for by the OWNER in addition to the fees previously stated, provided the OWNER authorizes such services in writing. Additional services will be billed monthly as work progresses and invoices are due upon receipt.
- D. Standard of Care: In providing services under this Agreement, the A|E CONSULTANT will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice to the A|E CONSULTANT and by mutual agreement between the parties, the A|E CONSULTANT will without additional compensation, correct those services not meeting such a standard.
- E. ADA Compliance: The Americans with Disabilities Act (ADA) provides that alterations to a facility must be made in such a manner that, to the maximum extent feasible, the altered portions of the facility are readily accessible to persons with disabilities. The OWNER acknowledges that the requirement of the ADA will be subject to various and possibly contradictory interpretations. The A|E CONSULTANT, therefore, will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project. The A|E CONSULTANT, however, cannot and does not warrant or guarantee that the OWNER's project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project.
- F. Code Compliance: The A|E CONSULTANT shall put forth reasonable professional efforts to comply with applicable laws, codes and regulations in effect as of the date of submission to building authorities. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the A|E CONSULTANT to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provision of this Agreement.
- G. Permits and Approvals: The A|E CONSULTANT shall assist the OWNER in applying for those permits and approvals normally required by law for projects similar to the one for which the A|E CONSULTANT's services are being engaged. This assistance shall consist of completing and submitting forms to the appropriate regulatory agencies having jurisdiction over the construction documents, and other services normally provided by the A|E CONSULTANT and included in the scope of Basic Services of this Agreement.



*Standard Contract Provisions
Design and Construction Services*

- H. Opinions of Probable Construction Cost: In providing opinions of probable construction cost, the OWNER understands that the A|E CONSULTANT has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the A|E CONSULTANT's opinions of probable construction costs are made on the basis of the A|E CONSULTANT's professional judgment and experience. The A|E CONSULTANT makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the A|E CONSULTANT's opinion of probable construction cost.
- I. Schedule for Rendering Services: The A|E CONSULTANT shall prepare and submit for OWNER approval a schedule for the performance of the A|E CONSULTANT's services. This schedule shall include reasonable allowances for review and approval times required by the OWNER, performance of services by the OWNER's consultants, and review and approval times required by public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in scope, character or size of the project requested by the OWNER, or for delays or other causes beyond the A|E CONSULTANT's reasonable control.
- J. Ownership of Reports, Drawings and Other Materials: The OWNER agrees that all reports, drawings, letters, work sheets, plans, preliminary material tables, supportive data, documents and other materials produced by the A|E CONSULTANT in the course of and for the purpose of meeting this contract are the property of the A|E CONSULTANT, and shall remain in the possession of the A|E CONSULTANT. The OWNER shall have access to the above named material during normal business hours of the A|E CONSULTANT during and after completion of this contract. The OWNER may obtain copies of any of the above named material. Copies of electronic media may be obtained by the OWNER. (See Alteration and Reuse of CAD Information provision of this Agreement.)
- K. Alteration and Reuse of CAD Information: Because computer aided design/drafting (CAD) information stored in electronic form can be modified by other parties, intentionally or otherwise, without notice or indication of said modifications, the A|E CONSULTANT reserves the right to remove all indications of its ownership and/or involvement in the material from each electronic medium not held in its possession. The OWNER may retain copies of the work performed by the A|E CONSULTANT in CAD form. Copies shall be for information and used by the OWNER for the specific purpose for which the A|E CONSULTANT was engaged. Said material shall not be used by the OWNER, or transferred to any other party, for use in other projects, additions to the current project, or any other purpose for which the material was not strictly intended without the A|E CONSULTANT's express written permission. Any unauthorized modification or reuse of the materials shall be at the OWNER's sole risk, and the OWNER agrees to defend, indemnify, and hold the A|E CONSULTANT harmless, from all claims, injuries, damages, losses, expenses, and attorneys fees arising out of the unauthorized modification of these materials.
- L. Record Documents: Upon completion of the work, the A|E CONSULTANT shall compile for and deliver to the OWNER a reproducible set of Record Documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor. These Record Documents will show significant changes made during construction. Because these Record Documents are based on unverified information provided by other parties, which the A|E CONSULTANT shall assume will be reliable, the A|E CONSULTANT cannot and does not warrant their accuracy.
- M. Payment Terms: Invoices will be submitted by the A|E CONSULTANT monthly, are due upon receipt and shall be considered past due if not paid within thirty (30) calendar days of the due date.



*Standard Contract Provisions
Design and Construction Services*

- N. Disputed Invoices: If the OWNER objects to any portion of an invoice, the OWNER shall so notify the A|E CONSULTANT in writing within ten (10) calendar days of receipt of the invoice. The OWNER shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after receipt of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) shall be paid by the OWNER on all disputed invoice amounts that are subsequently resolved in the A|E CONSULTANT's favor and shall be calculated on the unpaid balance from the due date of the invoice.
- O. Abandonment of Work: If any work is abandoned or suspended, the A|E CONSULTANT shall be paid for services performed prior to receipt of written notice from the OWNER of abandonment or suspension.
- P. Errors and Omissions Insurance: The A|E CONSULTANT maintains an errors and omissions insurance policy as part of normal business practice. The OWNER agrees to limit the A|E CONSULTANT's liability to the OWNER and to all Construction Contractors and Subcontractors on the project due to the A|E CONSULTANT's negligent acts, errors, or omissions, such that the total aggregate liability of the A|E CONSULTANT to all those named shall not exceed \$9,600.
- Q. Betterment: If, due to the A|E CONSULTANT's negligence, a required item or component of the project is omitted from the A|E CONSULTANT's construction documents, the A|E CONSULTANT shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the A|E CONSULTANT be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the project.
- R. Indemnification: The A|E CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, OWNER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the A|E CONSULTANT's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the A|E CONSULTANT is legally liable.

The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the A|E CONSULTANT, its officers, directors, employees and subconsultants (collectively, A|E CONSULTANT) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the OWNER's negligent acts in connection with the project and the acts of its contractors, subcontractors or consultants or anyone for whom the OWNER is legally liable.

Neither the OWNER nor the A|E CONSULTANT shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

- S. Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the A|E CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including



negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the OWNER and the A|E CONSULTANT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

- T. Part-Time Construction Observation: The A|E CONSULTANT shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the OWNER and the A|E CONSULTANT, in order to observe the progress and quality of the work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the A|E CONSULTANT, as an experienced professional, to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the Contract Documents.

Based on this general observation, the A|E CONSULTANT shall keep the OWNER informed about the progress of the work and shall endeavor to guard the OWNER against deficiencies in the work.

The A|E CONSULTANT shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.

The A|E CONSULTANT shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the work, or any agents or employees of any of them. The A|E CONSULTANT does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

- U. Jobsite Safety: Neither the professional activities of the A|E CONSULTANT, nor the presence of the A|E CONSULTANT or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. The A|E CONSULTANT and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The OWNER agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the OWNER's contract with the General Contractor. The OWNER also agrees that the OWNER, the A|E CONSULTANT and the A|E CONSULTANT's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.

- V. Hazardous Materials: As used in this Agreement, the term *hazardous materials* shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the project site.

Both parties acknowledge that the A|E CONSULTANT's Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event the A|E CONSULTANT or any other party encounters any hazardous or toxic materials, or should it become known to the A|E



CONSULTANT that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the A|E CONSULTANT's services, the A|E CONSULTANT may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the OWNER retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

The OWNER agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the A|E CONSULTANT, its officers, partners, employees and consultants (collectively, A|E CONSULTANT) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of the A|E CONSULTANT.

- W. Change Orders/Stop Work Orders: The A|E CONSULTANT and the OWNER agree that any construction contract change orders or stop work orders must be approved in writing by the OWNER.
- X. Dispute Resolution: The OWNER agrees that all claims, disputes, and other matters in question between the parties arising out of or relating to this Agreement or breach thereof first shall be submitted for nonbinding mediation to any one of the following, as agreed to by the parties: American Arbitration Association, American Intermediation Service, Americord, Dispute Resolution, Inc., Endispute, or Judicate. Any party hereto may initiate mediation within the time allowed for filing per State law and the parties hereto agree to fully cooperate and participate in good faith to resolve the dispute(s). The cost of mediation shall be shared equally by the parties hereto.

If mediation fails to resolve the claim or dispute, the matter shall be submitted to a court of competent jurisdiction.

**Resolution of Support
City of Escanaba**

**A resolution authorizing the City of Escanaba to approve and fully
participate in the Michigan Economic Development Corporation (MEDC)
Redevelopment Ready Communities Program and approve the
Memorandum of Understanding**

Whereas, The Michigan Economic Development Corporation (MEDC), selected the City of Escanaba as one of eight communities to participate in the Redevelopment Ready Communities Program; and

Whereas, The expectation of the program is to complete a comprehensive review of the City of Escanaba development process as established by the City of Escanaba, to make improvements in transparency and effective communication; and

Whereas, The program includes evaluating the strong partnerships with the City Committees related to development, including the Downtown Development Authority, Economic Development Corporation, Planning Commission and Historic District Commission; and

Now, Therefore, it is Resolved as follows:

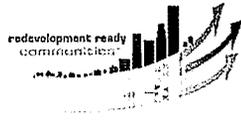
1. The Escanaba City Council is willing to participate in the MEDC Redevelopment Ready Communities Program, which will involve interaction with the Downtown Development Authority, Economic Development Corporation, Planning Commission and the Historic District Commission.
2. The Escanaba City Council authorizes James V. O'Toole, City Manager, to sign the Memorandum of Understanding, and all other documentation related to the program as provided by the MEDC, in order to fully participate in the program.
3. This resolution shall take effect upon authorization by the Escanaba City Council.
4. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

Date: October 2, 2014

RESOLUTION DECLARED ADOPTED

I the undersigned, being duly qualified and acting City Clerk of the City of Escanaba, do hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Escanaba City Council of the City of Escanaba, County of Delta, Michigan, at a regular City Council Meeting held on Thursday, October 2, 2014, and that said meeting was conducted and public notice was given pursuant to and in full compliance with the Open Meetings Act, Act 267, Public Acts of Michigan, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Robert S. Richards, CMC, City Clerk



Redevelopment Ready Communities® Joint Memorandum of Understanding

This Memorandum of Understanding ("MOU") by and between the Michigan Economic Development Corporation ("MEDC"), 300 North Washington Square, Lansing, Michigan and City of Escanaba ("Community"), 410 Ludington Street, Escanaba, Michigan, jointly referred to as the "Parties" and individually as the "Party" is effective as of November 10, 2014 ("Effective Date").

The Community is interested in applying to the MEDC under the Redevelopment Ready Communities® Program ("Program") to become certified as a Redevelopment Ready Community ("RRC") and receive assistance from the Program in promoting sites within the Community.

The MEDC is interested in evaluating the Community and making recommendations for the Community to become certified as a RRC under the Program and help market the Community to the public for redevelopment purposes.

Therefore, the above entities have come together in a strategic collaboration to achieve the above stated goals. This collaboration is based on the following understandings:

Community Responsibilities

1. Identifying a primary Program contact who will serve as the lead contact and provide overall technical support for all aspects of this project on behalf of the Community.
2. Provide adequate staff personnel to attend trainings, perform research collection and assessment of current practices of the Community, respond in a timely manner to MEDC questions, and to implement the needed strategies to achieve certification of the Program after the evaluation.
3. Within thirty (30) days of this MOU, complete the Pre-Evaluation document and provide supporting information as required by the MEDC.
4. Provide monthly updates to the Community's elected governing body on status of Program progress.
5. Within fourteen (14) days of receiving the draft Community Assessment Report and Evaluation Findings, provide comments and any additional documentation, and schedule the report out presentation for the Community's elected governing body.
6. Within thirty (30) days of the Community Assessment Report and Evaluation Findings presentation, provide a resolution adopted by the Community's elected governing body that supports the Community's intent to implement the needed strategies to achieve certification if necessary to meet the Program best practices.
7. Within one hundred eighty (180) days, complete implementation of the needed strategies to achieve certification, if necessary, to meet the Program best practices.

8. Provide documentation that the Community meets the Program best practices as determined by the MEDC prior to being awarded certification.

MEDC Responsibilities

1. Provide general training on the Program.
2. Provide general technical support to the primary Program contact of the Community in collecting the information necessary to complete the Pre-Evaluation document and implementation of the best practices.
3. Evaluate the information from the Pre-Evaluation documents.
4. If necessary, make recommendations of steps to meet the best practices as identified by the MEDC.
5. Once the Program evaluation is completed, the MEDC will coordinate with the RRC Advisory Council to receive input in certifying the Community as a RRC.
6. If certified as a RRC, assist the Community in marketing to the public up to three sites as redevelopment ready.
7. Prepare a license agreement between the Community and the MEDC for Community's use of the RRC logo.

This MOU sets forth the intent of the Parties only and does not, and is not intended to, impose any binding obligations on the Parties nor shall it be the basis for any legal claims or liabilities by or among the Parties. Any liability of the Parties, whether in contract, tort or under any other legal or equitable theory, arising out of or in connection with this MOU shall be explicitly excluded. Neither Party shall be entitled to claim compensation for any expenses or losses incurred in bad faith if the intention of this MOU cannot be reached entirely or in part.

This MOU constitutes the entire agreement between the Parties hereto. This MOU may be modified, altered, revised, extended or renewed by mutual written consent of all Parties, by the issuance of a written amendment, signed and dated by all the Parties.

This MOU may be signed in multiple copies and in counterparts which, when taken together, shall constitute the executed MOU. Faxed or scanned copies shall be considered an original.

This MOU is effective until the three year anniversary of the date the Community is certified as a RRC, unless terminated earlier. However, either Party may terminate the MOU by providing notice in writing to the other Party thirty (30) days in advance of the termination.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed by their respective authorized representatives.

Marc Tall, Mayor
City of Escanaba

Date

Jennifer Nelson, Senior VP & General Counsel
Michigan Economic Development Corporation

Date

MICHIGAN REDEVELOPMENT READY COMMUNITIES PROGRAM

The Redevelopment Ready Communities® (RRC) Program is a state-wide certification program that supports communities to become development ready and competitive in today's economy. It encourages communities to adopt innovative redevelopment strategies and efficient processes which build confidence among businesses and developers. Through the RRC program, local municipalities receive assistance in establishing a solid foundation for redevelopment to occur in their communities – making them more attractive for investments that create places where people want to live, work and play.

Once engaged in the program, communities commit to improving their redevelopment readiness by undergoing a rigorous assessment, and then work to achieve a set of criteria laid out in the **RRC Best Practices**. Each best practice addresses key elements of community and economic development, setting the standard for evaluation and the requirements to attain certification. The program measures and then certifies communities that actively tap the vision of local residents and business owners to shape a plan for their future while also having the fundamental practices in place to be able to achieve that vision. The six RRC best practices include:

- Community Plans and Public Outreach
- Zoning Policy and Regulations
- Development Review Process
- Education and Training
- Redevelopment Ready Sites®
- Community Prosperity

Through the RRC best practices, communities build deliberate, fair and consistent development processes from the inside out. RRC provides the framework and benchmarks for communities to strategically and tactically ask "What can we do differently?" By shifting the way municipalities approach development, they're reinventing the way they do business – making them more attractive for investment and job growth to occur.

The RRC program also has an advisory council consisting of public and private sector experts to assist in guiding the development of the best practices, provide feedback and recommendations on community assessments, and consider new opportunities to enhance the program. In addition to Michigan Economic Development Corporation (MEDC) assistance, communities receive comments from multiple perspectives from experts working in the field, tapping into a broader pool of talent.

RRC certification formally recognizes communities for being proactive and business friendly. Certified communities clearly convey the importance of redevelopment. Through the program, MEDC provides evaluation support, expertise and consultation, training opportunities, and assist certified communities market their top redevelopment sites. When a community becomes a certified Redevelopment Ready Community, it signals that it has effective development practices and many more compelling sites for developers to locate their latest projects.

For more information email RRC@michigan.org or contact the MEDC at 517.373.9808.

PURE MICHIGAN®

NB# 4
5/29/14

April 8, 2014

Mr. Blaine DeGrave
City of Escanaba
410 Ludington Street, P.O. Box 948
Escanaba, MI 49829-0948

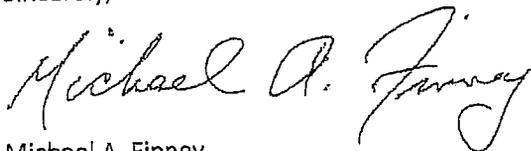
Dear Blaine:

Thank you for your recent application to the Redevelopment Ready Communities® (RRC) program. On behalf of the Michigan Economic Development Corporation, I am pleased to welcome the City of Escanaba into the second class of communities to participate in the statewide program. Congratulations!

The RRC program assesses and then certifies communities that integrate transparency, predictability and efficiency into their daily development practices. The certification is a formal recognition that you have a vision for the future and the fundamental practices in place to get there. As a program participant you will receive a no cost, comprehensive assessment measuring your community and economic development practices to the RRC best practice standards. It is important for communities to review planning and development policies to promote vibrant places in our state where businesses and talent want to be. Without strong communities, we can't attract talent.

We applaud your efforts thus far, and the RRC team looks forward to working with you.

Sincerely,



Michael A. Finney
President and CEO

cc: The Honorable Marc Tall



Esky to be 'development ready'

By Jenny Lancour
jlancour@dailypress.net

Program to certify city ready to attract business, talent

ESCANABA — Escanaba will be the first community in the Upper Peninsula to undergo a statewide evaluation and training program to certify the city as "development ready" to attract business and talent here.

Earlier this year, Escanaba was selected to be among 17 of 65 applicants statewide to participate in the Michigan Economic Development Corporation's (MEDC) Redevelopment Ready Community (RRC) program.

Based on a scoring system, Escanaba qualified for the RRC program largely because of its priorities and plans already in place for the community's future, explained Jennifer Riegerink who oversees the program for the MEDC.

"Our goal is... to help communities which are thriving to keep thriving and help communities become more thriving," Riegerink explained during a joint meeting of city administration and committee members Tuesday.

During a PowerPoint presentation, Riegerink said the RRC team will assist communities in monitoring their economic potential and make the development process more efficient for both small and big businesses.

Jen Tucker, the U.P. representative of the MEDC community assistance team, added cities which are certified under the RRC program are more attractive to businesses because these municipalities are ready for economic development.

Escanaba's future objectives are outlined in a variety of documents including its master plan, capital improvement plan, and downtown development plan, said Tucker. Under the RRC program, the city will be offered recommendations for improving goals and action plans.

The program will also offer suggestions on how Escanaba can improve its zoning regulations, marketing strategies, website, and citizen participation in the econom-

ic development of the community, she added.

"Our ultimate goal is to eliminate development barriers for business owners, developers and investors," said Tucker.

Riegerink explained the next step for Escanaba, now that it has been selected into the RRC program, will be for council to pass a resolution of support. The city will provide information on its plans, policies, practices, and community support.

Following Escanaba's evaluation, the RRC team will offer recommen-

See CITY on page 8A

City: Program

Continued from page 1A

dations on how to make the city more development ready. Training will also be provided through the program, Riegerink said, noting the entire process is cost-free to the city.

City Manager Jim O'Toole commented the comprehensive review by a third party will be of value to Escanaba.

"What I see taking place after the review is to go to the

individual boards with a to-do list to continually upgrade plans," said O'Toole.

Participants in Tuesday's meeting included administrators and members of Escanaba City Council, the Escanaba Planning Commission, the Downtown Development Authority, and the Historic District Committee.

Jenny Lancour, (906) 786-2021, ext. 143, jlancour@dailypress.net

James V. O'Toole
City Manager



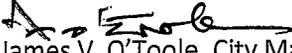
NB#8
cc 10/2/14
410 Ludington Street
Escanaba, Michigan 49829
Phone (906)786-0240

MEMORANDUM

September 26, 2014

TO: Escanaba City Council Members

COPY: Mike Dewar, City Controller
Daina Norden, City Assessor

FROM: 
James V. O'Toole, City Manager

SUBJECT: Payment in Lieu of Taxes Request and Municipal Services Agreement – Upper Peninsula Commission for Area Progress (UPCAP)

The Upper Peninsula Commission for Area Progress (UPCAP) is requesting the City of Escanaba authorize a payment in lieu of taxes ordinance and Municipal Services Agreement which would allow them to seek USDA funding for renovation and upgrading of their apartment complex located at 825 South 26th Street.

Under the conditions as set forth in Ordinance No. 1155, the City will receive an annual service charge equal to four (4) percent of the difference between the annual shelter rents actually collected and utilities.

Under the conditions as set forth in the Municipal Services Agreement, the City will also receive an annual service payment for the municipal services that are provided at the property such as police, fire, etc.

In that the administration is in continued talks with UPCAP on what those final amounts will be, final figures cannot be supplied to the Council until next week.

Mission Statement:

Enhancing the enjoyment and livability of our community by providing quality municipal services to our citizens.

MD&DN 8/11 9:00

Upper Peninsula Commission for Area Progress

P.O. Box 606 • Escanaba, Michigan 49829
(906) 786-4701 • Fax (906) 786-5853
www.upcap.org



"Providing guidance and support to U.P. residents since 1961"

July 16, 2014

Mr. James O'Toole, City Manager
City of Escanaba
410 Ludington Street
PO Box 948
Escanaba, MI 49829

Re: Les Cheneaux PILOT Proposal

Dear Mr. O'Toole,

This past spring (2014), we met with you and other city officials to discuss the possibilities of obtaining a PILOT for the Les Cheneaux housing project located in the city of Escanaba.

The purpose of requesting a PILOT is twofold: First a reduction in property taxes would relieve some of the financial burden in maintaining and operating the project. Secondly, and more importantly, obtaining a PILOT is a requirement for projects seeking USDA funding for renovation and upgrading the project, which is becoming increasingly necessary.

To facilitate the rehab, which would bring over \$1 million into the community, we will be using multiple sources of financing and funding. The first step in the rehab process involved having the property transferred from a for-profit owner to UPCAP, a non-profit tax exempt organization. UPCAP then assumed the existing mortgage with the current lender, the U.S. Department of Agriculture through their Rural Development multi-family housing program.

Since that time, we have involved Federal, State and private partners which will be critical towards making this re-hab a success. However, we also need local participation to make it an on-going success and to continue to make it affordable. Affordable housing projects operate on very restricted budgets and Les Cheneaux is no exception. As expenses rise, rents must increase proportionately and affordability becomes an issue. Rents can only be increased to a certain level before the marketability of the project is threatened and that can result in vacancies causing the project further financial challenges.

The Upper Peninsula Commission for Area Progress (UPCAP) is a regional 501 (c) (3) charitable organization, responsible for development, coordination, and provision of human, social, and community resources within the Upper Peninsula of Michigan. In 1974, UPCAP was designated as the Region XI (U.P.) Area Agency on Aging whose purpose is to advocate for and provide services to older adults residing in the 15 counties of the Upper Peninsula.

The City can assist in the efforts to keep this property affordable and to allow us to obtain a property improvement loan from RD, by instituting a PILOT as an alternative to ad valorem property taxes. As you are aware, a PILOT is the payment of a service charge in lieu of ad valorem taxes. It is a statutory means of providing property tax relief for affordable housing projects. It is permitted under Act 346 of the Michigan Statutes and it is a means to make affordable housing remain affordable. Attachment # 1 is the section of the statute that permits the property to be exempt from all ad valorem property taxes. Only properties that are specifically designated as affordable housing developments qualify for a PILOT.

It is imperative to understand that the purpose of granting a PILOT is not to put money into UPCAP's pockets. As the owners of this real estate, UPCAP as a non-profit entity, is not eligible for any return to owner. All savings are reinvested back into the property. The real beneficiaries are the residents, in that their rents can be maintained at affordable levels; the project, in that expenses can be maintained at a level to keep the property in good condition; and finally the community, in that it has quality, affordable and attractive housing options for its residents.

At our spring meeting, several PILOT options were discussed including establishing what is referred to as a **Municipal Services Agreement (MSA)** in conjunction with a PILOT.

Attached are 4 options for consideration. All options consist of a 30 year agreement which would be the length of the RD rehab loan. We feel Option # 4, best serves our interests and the financial interests of the City.

Upon your review, please feel free to contact me and at your earliest convenience, please let us know the next steps in the process.

Sincerely,

A handwritten signature in black ink, appearing to read "Jonathan Mead". The signature is fluid and cursive, with the first name "Jonathan" written in a larger, more prominent script than the last name "Mead".

Jonathan Mead
President & CEO

STATE HOUSING DEVELOPMENT AUTHORITY ACT OF 1966 (EXCERPT)

Act 346 of 1966

125.1415a Exemption of housing project from taxes; filing certified notification of exemption with local assessing authority; annual service charge; amount; duration of exemption; distribution of payments for public services; exceptions; payment of service charge equal to full amount of taxes; reduced housing charges; "low income persons and families" defined; rules; reimbursement prohibited.

Sec. 15a. (1) If a housing project owned by a nonprofit housing corporation, consumer housing cooperative, limited dividend housing corporation, mobile home park corporation, or mobile home park association is financed with a federally-aided or authority-aided mortgage or advance or grant from the authority, then, except as provided in this section, the housing project is exempt from all ad valorem property taxes imposed by this state or by any political subdivision, public body, or taxing district in which the project is located. The owner of a housing project eligible for the exemption shall file with the local assessing officer a notification of the exemption, which shall be in an affidavit form as provided by the authority. The completed affidavit form first shall be submitted to the authority for certification by the authority that the project is eligible for the exemption. The owner then shall file the certified notification of the exemption with the local assessing officer before November 1 of the year preceding the tax year in which the exemption is to begin.

(2) The owner of a housing project exempt from taxation under this section shall pay to the municipality in which the project is located an annual service charge for public services in lieu of all taxes. Subject to subsection (6), the amount to be paid as a service charge in lieu of taxes shall be for new construction projects the greater of, and for rehabilitation projects the lesser of, the tax on the property on which the project is located for the tax year before the date when construction or rehabilitation of the project was commenced or 10% of the annual shelter rents obtained from the project. A municipality, by ordinance, may establish or change, by any amount it chooses, the service charge to be paid in lieu of taxes by all or any class of housing projects exempt from taxation under this act. However, the service charge shall not exceed the taxes that would be paid but for this act.

(3) The exemption from taxation granted by this section shall remain in effect for as long as the federally-aided or authority-aided mortgage or advance or grant from the authority is outstanding, but not more than 50 years. The municipality may establish by ordinance a different period of time for the exemption to remain in effect.

(4) Except as otherwise provided in this subsection, any payments for public services received by a municipality in lieu of taxes under this section shall be distributed by the municipality 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. For payments in lieu of taxes collected after June 30, 1994, the distribution to the several units shall be made as if the number of mills levied for local school district operating purposes were equal to the number of mills levied for those purposes in 1993 minus the number of mills levied under the state education tax act, Act No. 331 of the Public Acts of 1993, being sections 211.901 to 211.906 of the Michigan Compiled Laws, for the year for which the distribution is calculated. For tax years after 1993, the amount of payments in lieu of taxes to be distributed to a local school district for operating purposes under this subsection shall not be distributed to the local school district but instead shall be paid to the state treasury and credited to the state school aid fund established by section 11 of article IX of the state constitution of 1963.

(5) Notwithstanding subsection (1), a municipality may provide by ordinance that the tax exemption established in subsection (1) shall not apply to all or any class of housing projects within its boundaries to which subsection (1) applies. If the municipality makes that provision, the tax exemption established in subsection (1) shall not apply to the class of housing projects designated in the ordinance. If the ordinance so provides, the ordinance shall be effective with respect to housing projects for which an exemption has already been granted on December 31 of the year in which the ordinance is adopted, but not before. A municipality that has adopted an ordinance described in this subsection may repeal that ordinance, and the repeal shall become effective on the date designated in the repealing ordinance.

(6) Notwithstanding subsection (2), the service charge to be paid each year in lieu of taxes for that part of a housing project that is tax exempt under subsection (1) and that is occupied by other than low income persons or families shall be equal to the full amount of the taxes that would be paid on that portion of the project if the project

were not tax exempt. The benefits of any tax exemption granted under this section shall be allocated by the owner of the housing project exclusively to low income persons or families in the form of reduced housing charges.

(7) For purposes of this section only, "low income persons and families" means, with respect to any housing project that is tax exempt, persons and families eligible to move into that project. For purposes of this subsection, the authority may promulgate rules to redefine low income persons or families for each municipality on the basis of conditions existing in that municipality.

(8) This state shall not reimburse any unit of government for a tax exemption granted to any housing project under this section.

History: Add. 1968, Act 334, Imd. Eff. July 14, 1968;—Am. 1969, Act 109, Imd. Eff. July 24, 1969;—Am. 1979, Act 49, Imd. Eff. July 7, 1979;—Am. 1982, Act 534, Imd. Eff. Dec. 31, 1982;—Am. 1983, Act 217, Imd. Eff. Nov. 16, 1983;—Am. 1994, Act 363, Imd. Eff. Dec. 27, 1994.

Compiler's note: Section 2 of Act No. 363 of the Public Acts of 1994 provides:

"The provisions of this amendatory act, providing that the exemption from taxes provided in section 15a of this act be limited to ad valorem property taxes, are curative expressing the original intent of the legislature that the exemption extends only to ad valorem property taxes and does not apply to the other taxes levied under Michigan law."

Administrative rules: R 125.101 et seq. of the Michigan Administrative Code.

Table Of Contents

125.1415a	Exemption of housing project from taxes; filing certified notification of exemption with local assessing authority; annual service charge; amount; duration of exemption; distribution of payments for public services; exceptions; payment of service charge equal to full amount of taxes; reduced housing charges; "low income persons and families" defined; rules; reimbursement prohibited.	2
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**Les Cheneaux
PILT - Property Tax Proposal
City of Escanaba
5/1/2014**

2013 Property Taxes Paid by Les Cheneaux	\$ 29,683.36
2013 City of Escanaba Property Tax Revenues	\$ 8,535.46
City of Escanaba's % of Property Taxes	29%

Proposed Options *	Option (A) 10% PILOT	Option (B) 7% PILOT	Option (C) 4% PILOT	Option (D) 0% PILOT
2013 Rent Collections	\$ 215,645.00	\$ 215,645.00	\$ 215,645.00	\$ 215,645.00
PILOT %	10%	7%	4%	0%
PILOT Tax Amount	\$ 21,564.50	\$ 15,095.15	\$ 8,625.80	\$ -
City's % of PILOT	29%	29%	29%	29%
City's Share of PILOT	\$ 6,253.71	\$ 4,377.59	\$ 2,501.48	\$ -
MSA Proposal - Paid to City	\$ -	\$ 2,636.70	\$ 5,273.39	\$ 8,535.46
City's Tax Revenue (PILOT + MSA)	\$ 6,253.71	\$ 7,014.29	\$ 7,774.87	\$ 8,535.46
City's Current Property Tax Revenue	\$ 8,535.46	\$ 8,535.46	\$ 8,535.46	\$ 8,535.46
City's Lost Tax Revenue	\$ (2,281.76)	\$ (1,521.17)	\$ (760.59)	\$ -
Total Proposed Tax Payments by LC	\$ 21,564.50	\$ 17,731.85	\$ 13,899.19	\$ 8,535.46

*Options are calculated based on 2013 actual rent collections, future rents may vary slightly from above amounts.

FIGURES TO BE ADJUSTED.

ORDINANCE NO. 1155

**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 4, Les Cheneaux Apartments, to read as follows:

CHAPTER 26 - TAXATION

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

DIVISION 4, LES CHENEUX APARTMENTS

Sec. 26-60. Preamble.

It is acknowledged that it is a proper public purpose of the State of Michigan and its political subdivisions to provide 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(1) 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 taxes during the period contemplated in this article 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 Bridgewood Non Profit Housing, a Michigan nonprofit corporation, in its own behalf (the sponsor) owner, and operator of a Low Income/Multi-Family housing development on certain property located at:

**Part of the Northeast quarter of the Northeast quarter (NE $\frac{1}{4}$ of NE $\frac{1}{4}$) of
Section 36, T39N, R23W, City of Escanaba, Delta County, Michigan,
described as:**

**Commencing at the Northeast corner of said Section 36; thence South
89E16'32" West, 1320.15 feet along the North line of said Section 36; thence**

South 00E45'41" West, 658.02 feet along the West line of the NE¼ of NE¼ of said section; thence North 89E19'16" East, 30.01 feet to point of beginning; thence South 0E45'41" West, 625.01 feet along the Easterly right-of-way line of South 26th Street; thence North 89E21'57" East, 300.74 feet along the Northerly right-of-way of 8th Avenue South; thence North 0E43'48" East, 625.26 feet; thence South 89E19'16" West, 300.39 feet to the point of beginning.

AND ALSO:

The North 70 feet of the following description:

Commencing at the Northeast corner of Section 36; thence South 89E16'32" West, 1290.14 feet, to the East right-of-way of South 26th Street; thence South 0E45'41" West, 588.08 feet to the point of beginning; thence continue South 0E45'41" West, 695.01 feet all being along said right-of-way; thence North 89E21'57" East, 300.74 feet along the Northerly right-of-way of 8th Avenue South; thence North 0E43'48" East, 695.26 feet; thence South 89E19'16" West, 300.35 feet to point of beginning.

(The "Development") in the city to serve persons of low income, and that the sponsor has offered to pay the city on account of this housing development an annual service charge for public service in lieu of taxes.

Sec. 26-61. 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, other utilities, late fees, and charges for damages 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. *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.
6. *Utilities* mean fuel, water, sanitary sewer service and/or electrical service which are paid by the housing development.
7. *Sponsor* means person(s) or entities which have applied to the authority for a mortgage loan or for an allocation under the Low Income Housing Tax Credit Program to finance a housing development.

Section 26-62, 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 which are financed or assisted pursuant to the act. It is further determined that the development is of this class.

Section 26-63. Establishment of annual service charge.

The housing development known as the Les Cheneaux Apartments and the property on which it is constructed shall be exempt from all property taxes effective January 1, 2015. The city acknowledging 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 article and the qualification of the housing development for the exemption from all property taxes and a payment in lieu of taxes as established in this article, and in consideration of the sponsor's offer, subject to existence of a mortgage loan, to own and operate the apartment complex, agrees to accept payment of an annual service charge for public services in lieu of all property taxes. The annual service charge shall be equal to four (4) percent of the difference between the annual shelter rents actual collected and utilities.

Section 26-64. Limitation on the payment of the annual service charge.

Notwithstanding Section 26-47, 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. The term *low income persons or families* as used herein shall be the same meaning found in Section 15(a)(17) of the act.

Section 26-65. 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 26-66. 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 except that the annual payment shall be paid on or before February 15 of each year.

Section 26-67. Duration.

This article shall remain in effect and shall not terminate so long as the authority's mortgage loan remains outstanding and unpaid or the authority has any interest in the property; or the housing development remains subject to income and rent restrictions pursuant to Section 42 of the Internal Revenue Code of 1986, as amended, provided that construction of the housing development commence within two (2) years from the effective date of Ordinance No. 1155.

CHAPTER II
SAVINGS CLAUSE

If any section, subsection, sentence, clause or phrase of the within Ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional.

CHAPTER III
REPEALING CHAPTER

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

CHAPTER IV
EFFECTIVE DATE

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

APPROVED:

APPROVED:

Ralph B.K. Peterson
City Attorney

Marc Tall
Mayor

ATTEST:

Robert S. Richards, CMS
City Clerk

I hereby certify that the above and foregoing Ordinance was duly passed and adopted at a meeting of the City Council held on _____, 2014, and was published in the Daily Press, a newspaper of general circulation in the City of Escanaba on _____, 2014.

Robert S. Richards
City Clerk

MUNICIPAL SERVICES AGREEMENT

THIS MUNICIPAL SERVICES AGREEMENT entered into this _____ day of October, 2014, between **Bridgewood Non-Profit Housing Corporation**, a Michigan 501(d)(3) Not-For-Profit Company, main office located at 2501 14th Avenue South, Escanaba, Michigan (hereinafter referred to as the "OWNER") and the **City of Escanaba**, a Michigan municipal corporation, located at 410 Ludington Street, Escanaba, Michigan (hereinafter referred to as the "CITY").

RECITALS

- A. The OWNER provides housing for low to moderate income individuals and families. The apartment complex known as Les Cheneaux Apartments was financed in part by the United States Department of Agriculture (USDA), on land legally described in *Exhibit "A"*, (hereinafter referred to as the "PROJECT").
- B. The OWNER desires to guarantee that certain municipal services will be provided to the PROJECT during the term that the Payment in Lieu of Tax (hereinafter referred to as the "PILOT") Ordinance for this PROJECT is in place, such municipal services to include:
1. Emergency services, including rescue and fire service;
 2. Other miscellaneous services as may, from time to time, be mutually agreed to for the benefit of the PROJECT;
 3. Said municipal services shall be provided in the customary way, in a competent and workmanlike manner, and in accordance with all laws, rules and regulations of the United States of America, State of Michigan, County of Delta, and City of Escanaba or other applicable jurisdictions or bodies.

(All of the above collectively referred to as "Municipal Services".)

AGREEMENT

The parties agree as follows:

1. The City will provide the Municipal Services.
2. The payment for Municipal Services shall be paid annually by the OWNER to the CITY. The payment for the first year shall be in the amount of \$ 5,760. Thereafter said amount shall increase annually by the Inflation Rate Multiplier as defined by the Michigan State Tax Commission.
3. Payment for Municipal Services shall commence in 2015 and will remain in place until which time the PILOT Ordinance between the OWNER and the CITY terminates. Payments shall be made on or before February 14th in the year such payment is due.

IN WITNESS WHEREOF, this Municipal Services Agreement is executed as of the day and year first written above.

DATED: October ____, 2014

**BRIDGEWOOD NON-PROFIT HOUSING CORPORATION,
2501 14th Avenue South, Escanaba, MI 49829**

By: **Jonathan Mead**, Board Chairperson

By: **Richard Aird**, Board Trustee

DATED: October ____, 2014

**CITY OF ESCANABA,
410 Ludington Street, Escanaba, MI 49829**

By: **James O'Toole**, City Manager

By: **Mike Dewar**, City Controller