



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, November 5, 2015, at 7:00 p.m.

CALL TO ORDER

ROLL CALL

INVOCATION/PLEDGE OF ALLEGIANCE - Pastor Chris Johnson of Christ the King Lutheran Church

APPROVAL/CORRECTION(S) TO MINUTES - Regular Meeting - October 15, 2015, Special Meeting October 22, 2015

APPROVAL/ADJUSTMENTS TO THE AGENDA

CONFLICT OF INTEREST DECLARATION

BRIEF PUBLIC COMMENT

PUBLIC HEARING(S)

1. Power Plant Reuse Proposals.

Explanation: The City Council will conduct a public hearing on the re-use proposals of the Power Plant and grounds that were presented to the City Council and Electrical Advisory Committee on October 22, 2015.

NEW BUSINESS

1. Approval - Resolution Opposing HB 4138 (H-4) Presumptive Parole.

Explanation: Administration is seeking Council authorization of a resolution opposing House Bill No. 4138, the Presumptive Parole Act, which could allow violent felons to be released on parole without a full and detailed evaluation by an educated and experienced parole board.

2. Approval - Resolution of Support - Community for a Lifetime.

Explanation: Administration is seeking Council approval of a resolution of support which recognizes the City of Escanaba as a Community for a Lifetime from the Michigan Commission on Services to the Aging.

3. Approval - Sale of Recycled Asphalt - Department of Public Works.

Explanation: Administration is seeking Council approval to sell surplus recycled asphalt to Payne & Dolan, Inc. of Gladstone, MI at \$0.80 per ton.

4. Approval - Patrol Car Purchase - Department of Public Safety.

Explanation: Administration is seeking Council approval to purchase a 2016 Chevrolet Impala Patrol car from Riverside Chevrolet of Escanaba in an amount not to exceed \$23,517. The purchase of this vehicle is included in the current fiscal year budget.

Council Agenda - November 5, 2015

5. Approval – Bulletproof Vest(s) Purchase – Department of Public Safety.

Explanation: Administration is seeking Council approval to purchase 29 bulletproof vests from The Vest Man, LLC of Lawndale, CA in an amount not to exceed \$34,365. The purchase of the vests is included in the current fiscal year budget.

6. Approval – Pole Mount Transformer(s) Purchase – Electric Department.

Explanation: Administration is seeking Council approval to purchase 12 pole mount transformers from Power Line Supply of Reed City, MI in an amount not to exceed \$48,688. The purchase of the transformers is included in the current fiscal year budget.

7. Approval – Pad Mount Transformer(s) Purchase – Electric Department.

Explanation: Administration is seeking Council approval to purchase 2 pad mount transformers from Resco, Inc. of Middleton, WI in an amount not to exceed \$35,996. The purchase of the transformers is included in the current fiscal year budget.

8. Approval – Trailer Purchase – Department of Public Works.

Explanation: Administration is seeking Council approval to purchase a 22 foot long trailer with a clear 80” opening from Trailer Sales of Michigan of Jackson, MI in an amount not to exceed \$3,990. The trailer is needed to transport the City of Escanaba Cross Country Ski Trail grooming equipment. The purchase of the trailer is not included in the current fiscal year budget.

APPOINTMENTS

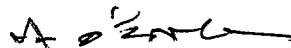
BOARD, COMMISSION, AND COMMITTEE REPORTS

GENERAL PUBLIC COMMENT

ANNOUNCEMENTS

ADJOURNMENT

Respectfully Submitted



James V. O'Toole
City Manager

**OFFICIAL PROCEEDINGS
CITY COUNCIL
CITY OF ESCANABA, MICHIGAN
Regular Council Meeting
Thursday, October 15, 2015**

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, Sattem seconded, **CARRIED UNANIMOUSLY**, to approve Special Meeting Minutes from September 24, 2015, Regular Meeting Minutes from October 1, 2015, and All Boards & Commissions Meeting Minutes from October 6, 2015, as submitted.

ADJUSTMENTS TO THE AGENDA

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

CONFLICT OF INTEREST DECLARATION –None

RETIREMENT PRESENTATION

Mayor Tall presented Steve Ammel, Department of Public Works Assistant Superintendent with a Certificate of Meritorious Service Award and Proclaimed Friday October 30th as Steve Ammel Day in the City of Escanaba upon his retirement.

BRIEF PUBLIC COMMENT – None

PUBLIC HEARINGS – None

NEW BUSINESS

Approval – Sanitary Sewer Lining Project(s) – Waste Water Department.

Administration sought Council approval to award a bid to Visu-Sewer, Inc., of Pewaukee, WI in an amount not to exceed \$51,500 to reline 1135 +/- feet of sanitary

City Council Minutes
October 15, 2015 – cont.

sewer in the Delta Plaza Parking lot (1st. Avenue North to 3rd. Avenue North) and 550 +/- feet of sanitary sewer on the 2600 hundred block of Lakeshore Drive. The Delta Plaza project was included in the current fiscal year budget. The Lakeshore Drive project was not included in the current fiscal year budget.

NB-1 Blasier moved, Beauchamp seconded, to approve to award a bid to Visu-Sewer, Inc., of Pewaukee, WI in an amount not to exceed \$51,500 to reline 1135 +/- feet of sanitary sewer in the Delta Plaza Parking lot (1st. Avenue North to 3rd. Avenue North) and 550 +/- feet of sanitary sewer on the 2600 hundred block of Lakeshore Drive.

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

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

MOTION CARRIED.

Approval - High Service Pump Replacement – Water Department.

Administration sought Council approval to award a bid to Crane Engineering, Inc., of Kimberly, WI in an amount not to exceed \$29,535 to purchase a new high service pump and new motor complete with a soft start device. Purchase of this equipment was not included in the current fiscal year budget.

Water/Wastewater Superintendent Jeff Lampi provided Council a brief synopsis of the repair and how the pump was used at the City Water Plant. The pump was original equipment from 1952.

NB-2 Beauchamp moved, Blasier seconded, to approve to award a bid to Crane Engineering, Inc., of Kimberly, WI in an amount not to exceed \$29,535 to purchase a new high service pump and new motor complete with a soft start device.

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

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

MOTION CARRIED.

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

BOARD, COMMISSION, AND COMMITTEE REPORTS

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

GENERAL PUBLIC COMMENT – None

ANNOUNCEMENTS

- City Council Election was scheduled for November 3, 2015;
- Fur Raiser, Annual Animal Shelter fund raiser was scheduled for Thursday October 22, 2015.

Hearing no further public comment, the Council adjourned at 7:17 p.m.

Respectfully submitted

Robert S. Richards, CMC
City Clerk

Approved: _____
Marc D. Tall, Mayor

OFFICIAL PROCEEDINGS
CITY COUNCIL
ELECTRICAL ADVISORY COMMITTEE
CITY OF ESCANABA, MICHIGAN
Special Joint Meeting
Wednesday, October 22, 2015

Pursuit to a meeting notice posted October 8, 2015, 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, and Michael R. Sattem.

Absent: Ralph B. Blasier.

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

Absent: Electrical Advisory Committee (EAC) Members: Larry Arkens, One vacancy and Power Plant Liaison.

Also Present: City Manager James V. O'Toole, Electric Superintendent Mike Furmanski, City Controller Melissa Becotte, members of the public and media.

ADJUSTMENTS TO THE AGENDA

Beauchamp moved, Sattem seconded, **CARRIED UNANIMOUSLY**, to approve the Joint City Council & Electrical Advisory Committee Agenda as submitted.

CONFLICT OF INTEREST – None

UNFINISHED BUSINESS

Presentation(s) – Power Plant.

Two (2) companies expressed separate interest in obtaining the power plant for a privately held and operated business. Presentations were made by representatives of each company to the City Council and Electrical Advisory Committee.

Greenwood Fuels, Inc. (GWF) of Greenwood Fuels of Green Bay, WI expressed interest in obtaining an option to complete a 60 day feasibility study for the purpose of determining if the Power Plant could be used for continued plant operations using an engineered, renewable fuel pellet which is comprised of non-recyclable, pre-consumer materials containing primarily coated paper, laminated packaging, labels, trim, rolls, butt stocks, non-wovens, laminated plastics, and similar feed stock. Representatives Ted Hansen CEO and Dennis Conn SVP, Business Development & Technical Services provided a presentation about Greenwood Fuels, and their proposal to purchase the Escanaba Power Plant. (See Attachment – A) After the presentation, the following discussion items were reviewed:

- GWF would explore Economic Development Assistance during 60 – 90 day feasibility

study;

- This would be the first time GWF would be purchasing a Power Plant;
- When asked about the amount of pellets on the docks, from a tonnage stand point, there would be the same, but there would be a volume increase;
- When asked about the ash, GWF representatives advised the ash could be used at the Delta County Landfill similar to the coal ash;
- The Power Plant purchase was part of the Strategic Plan;
- Their desire would be to store the pellets in a storage facility, but at first the pellets would be stored outside.

Northern Machining & Repair/Mechanical Supply, Inc. of Escanaba, MI expressed interest in repurposing the Power Plant and property to expand their machining, welding, and fabrication business which has been located in the City of Escanaba since 1985. Owner John Liss provided a presentation about Northern Machining & Repair/Mechanical Supply, Inc., and their proposal to purchase the Escanaba Power Plant. (See Attachment – B) After the presentation, the following discussion items were reviewed:

- Northern Machining & Repair/Mechanical Supply, Inc. was ready to move forward to purchase the Power Plant in a as is condition tomorrow, October 23, 2015;
- When asked if they would be competing with other businesses in the community, Mr. Liss advised they do not compete with Engineered Machined Products, and their company worked closely with Basic Marine;
- Mr. Liss stated his company would be using several local vendors, such as Kobas Electric, and a local contractor to insulate the building. For the actual conversion they were usually self-sufficient;
- Mr. Liss further advised he did not anticipate his company asking for any tax abatements.

Council Members thanked Greenwood Fuels, Inc. (GWF) of Greenwood Fuels of Green Bay, WI and Northern Machining & Repair/Mechanical Supply, Inc. for their presentations.

City Manager O'Toole advised to complicate matters, Sterling Energy stated they were still interested in purchasing the Power Plant, and further, Jason Sharp, formally of Sterling Energy, was forming a new company called Escanaba Clean Energy LLC. Escanaba Clean Energy LLC stated they would match any offer and would be proposing construction of a natural gas unit at the Power Plant site, but they would need extra time to provide a proposal.

City Assessor Daina Norden, provided a brief summary of what future taxes could bring to the community depending on what type of business would purchase the plant.

Mayor Tall suggested hearing from the City residents, and suggested having City Administration work with Greenwood Fuels of Green Bay, WI and Northern Machining & Repair/Mechanical Supply, Inc. and all proposed purchasers, and provide a recommendation at the November 5, 2015 regular Council Meeting.

After discussion, Sattem moved, Baribeau seconded, to direct City Administration work with Greenwood Fuels of Green Bay, WI and Northern Machining & Repair/Mechanical Supply, Inc. and all proposed purchasers, and provide a recommendation for the purchase of the City Power Plant at the November 5, 2015 regular Council Meeting.

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

Ayes: Sattem, Baribeau, Beauchamp, Tall
Nays: None

MOTION CARRIED.

NEW BUSINESS

Update - Electric Department –General Operations.

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

- Changing lights on Ludington Street;
- Relocating primary cables for a major electric customer;
- Reviewed City Electric rates as compared to other UP communities;
- Reviewed Wholesale Power Purchase and proposed options to purchase;
 - New rate was attractive;
 - May have the opportunity to blend future utility rates;

After discussion Beauchamp moved, Baribeau seconded, to approve an additional one year Wholesale Power Purchase to extend the City of Escanaba NextEra Energy Power Marketing LLC Contract through 2020/2021, for an amount up to \$54.15.

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

Ayes: Beauchamp, Baribeau, Sattem, Tall
Nays: None

Administration also reviewed purchasing 4 years of Capacity Credits from the market for an amount up \$2.75. Current contract expires in 2017, and proposed purchase would also carry the City through 2020/2021.

After discussion, Sattem moved, Beauchamp seconded, to purchase 4 years of Capacity Credits from the market for an amount up \$2.75 through 2020/2021.

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

Ayes: Sattem, Beauchamp, Baribeau, Tall
Nays: None

MOTION CARRIED.

Approval – Bid Award – Electrical Distribution Pole Testing and Treatment.

Administration sought Council approval to retain Karcz Utility Services, LLC of Seymour, WI. to conduct electrical distribution pole testing and treatment in an amount not to exceed \$12,000. The project was included in the current fiscal year budget.

NB-2 Baribeau moved, Sattem seconded, to approve to retain Karcz Utility Services, LLC of Seymour, WI. to conduct electrical distribution pole testing and treatment in an amount not to exceed \$12,000.

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

Ayes: Baribeau, Sattem, Beauchamp, Tall
Nays: None

MOTION CARRIED.

Approval – Purchase – Substation Power Transformer.

Administration sought Council approval to purchase a new substation power transformer from EUSCO (A division of RESCO) of Moorhead, MN in an amount not to exceed \$501,328. The purchase was included in the current fiscal year budget.

NB-3 Beauchamp moved, Sattem seconded, to approve purchase of a new substation power transformer from EUSCO (A division of RESCO) of Moorhead, MN in an amount not to exceed \$501,328.

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

Ayes: Beauchamp, Sattem, Baribeau, Tall
Nays: None

MOTION CARRIED.

Approval – Purchase - Power Quality Recorder.

Administration sought Council approval to purchase a new power quality recorder from Power Monitors, Inc. of Mount Crawford, VA in an amount not to exceed \$10,000. Although not specifically itemized in the current fiscal year budget, general capital funds were included in the current fiscal year budget.

NB-4 Sattem moved, Baribeau seconded, to approve to purchase a new power quality recorder from Power Monitors, Inc. of Mount Crawford, VA in an amount not to exceed \$10,000.

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

Ayes: Sattem, Baribeau, Beauchamp, Tall
Nays: None

MOTION CARRIED.

Approval – Professional Services Agreement Extension - Power Plant Site Environmental Services.

Administration sought Council approval to extend the current professional services agreement with Geosymtec Consultants of Ann Arbor, MI. in an amount not to exceed \$13,900 for continued power plant environmental monitoring. This item was included in the current fiscal year budget.

NB-5 Baribeau moved, Beauchamp seconded, to extend the current professional services agreement with Geosymtec Consultants of Ann Arbor, MI. in an amount not to exceed \$13,900 for continued power plant environmental monitoring.

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

Ayes: Baribeau, Beauchamp, Sattem, Tall
Nays: None

MOTION CARRIED.

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 7:45 p.m.

Respectfully submitted,

Robert S. Richards
City Clerk

Approved: _____
Marc D. Tall, Mayor

P4 #1
CC 11/5/15

**GREENWOOD
FUELS**



**Presentation to Escanaba City Council:
Proposal to Acquire Escanaba Power Plant**

October 22, 2015

Our Team



Ted Hansen
CEO
Greenwood Fuels

Ted is responsible for growing Greenwood Fuel's diverse fuel customer base, developing renewable fuel power generation facilities and managing the overall performance of the company.

Ted joined Greenwood Fuels in 2009 with over 20 years experience with Kimberly-Clark Corporation and AstenJohnson.

He has a degree in Chemical Engineering from the University of Arkansas.



Dennis Conn
SVP, Business Development & Technical Services
Greenwood Fuels

Dennis is tasked with broadening and expanding Greenwood Fuel's existing customer base and vertically integrating the business into power generation.

Dennis is a 30-year energy industry veteran. Previously, he has worked for TVA, NRG Energy, Nviro Cleantech, ARCO Coal and others.

He holds a B.S. from Colorado State University and an MBA from the University of Colorado.

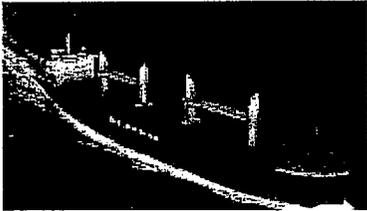


Steve Brooks
Associate
Libra Group

Steve works directly with the Head of the Americas overseeing the Libra Group's diverse businesses throughout the Western Hemisphere. His responsibilities include driving strategy and allocating capital at the Group's real estate, hospitality, media, and energy businesses.

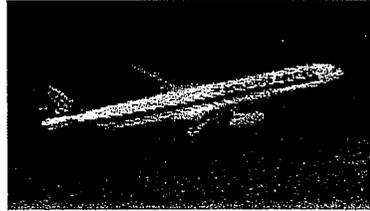
He holds a B.A. from Columbia University and an MBA from Columbia Business School.

The Libra Group



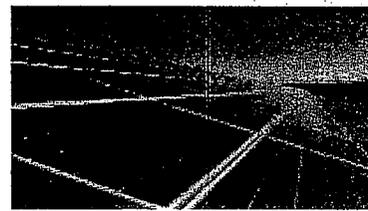
Shipping

The Libra Group has its heritage in shipping and for nearly 40 years the Logothetis family has been involved in every aspect of the shipping market. Traditionally, the group has bought and sold vessels according to market cycles. Since 2009 Libra's ship owning and management company, Lomar, has acquired over 90 vessels for a sum approaching \$1.5 billion. Currently, the Group owns a mixed fleet including bulk carriers, containers, product tankers and chemical tankers.



Aviation

The Libra Group subsidiary, Lease Corporation International (LCI) is a commercial aircraft and helicopter leasing company. Since its formation LCI has purchased aircraft with a value approaching \$6 billion. LCI maintains a modern fleet of wide and narrow-bodied aircraft with a lessee portfolio that includes leading airlines such as Singapore Airlines, British Airways and Air France. In early 2012 LCI entered the helicopter leasing sector, and today has a fleet approaching 90 rotary wing aircraft.



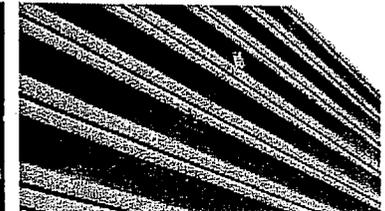
Energy

The opportunities presented by renewable energy and cleaner forms of conventional power are part of the Libra Group's core focus. In the Americas Greenwood Energy is involved in solar power investment and development and a range of other clean power generation systems. Greenwood Fuels takes a wide variety of industrial by-products to repurpose into engineered fuel pellets with lower emissions yet the same boiler performance as coal.



Hospitality

The Libra Group's hospitality interests span five continents and includes a diverse portfolio of hotels, restaurants, spas conference facilities. Including those under construction has 40 hotels and restaurants. The Group's subsidiary Grace Hotels is an award-winning international group of exclusive boutique hotels with properties in Greece, Switzerland, Morocco, Argentina, Panama, and the U.S. In 2013 FSA Group announced a joint venture with Hyatt Hotels to develop and own nine Hyatt Place hotels throughout Brazil.



Real Estate

The Libra Group has real estate interests in over 20 countries. The Group's portfolio is diverse and spans residential, hospitality, retail and commercial properties. The owned portfolio today includes prime properties in London, Manhattan, Miami, Los Angeles, Buenos Aires and Bangkok as well as a range of commercial buildings across Europe and Central America. The Group also has a significant portfolio of real estate under development globally including more than 5.3 million square feet across the Americas.

The Libra Group

Business

- The Libra Group is a global business group with decades of experience across multiple sectors, cultures and geographies. Libra constantly explores new frontiers, breaks new ground, and challenges the impossible. Understanding the value of relationships – both personal and commercial – along with an insight into the subtle idiosyncrasies of each locality, we have confidently created a diverse business with bases on five continents and operations throughout the world.

Social Initiatives

- Social responsibility is an essential component of the Libra ethos. The Group actively contributes to the local communities in which it operates. Additionally, Libra operates a number of social initiatives based around the core values of respect in the individual and sense of community.
 - **The Seleni Institute**
 - **My Brother's Keeper Alliance**
 - **Johns Hopkins-Libra Initiative**
 - **Libra Fellowship Program**
 - **McCain Institute for International Leadership**
 - **Libra Internship Program**
 - **The Grace Foundation**
 - **The Hellenic Entrepreneurship Award**

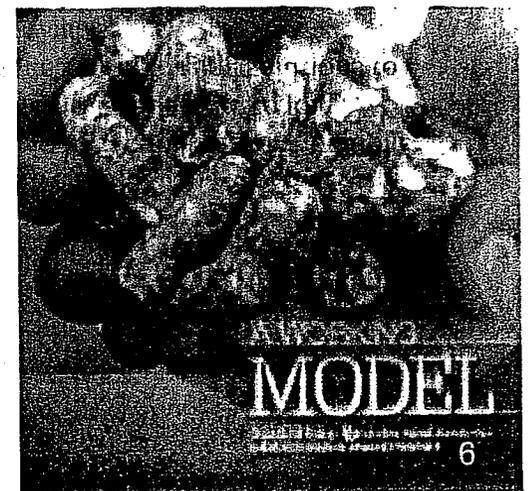
Public-Private Partnerships

- The Libra Group recognizes the unique capabilities of the public and private sectors to join together in forging solutions to critical issues.
- **The Concordia Summit**
The Libra Group is the founding sponsor of The Concordia Summit, a non-profit organization seeking to promote and build public-private partnerships around pressing global issues. Each year, The Concordia Summit hosts a forum of current and former world leaders, senior executives of global corporations and prominent non-governmental organizations.

Greenwood Fuels

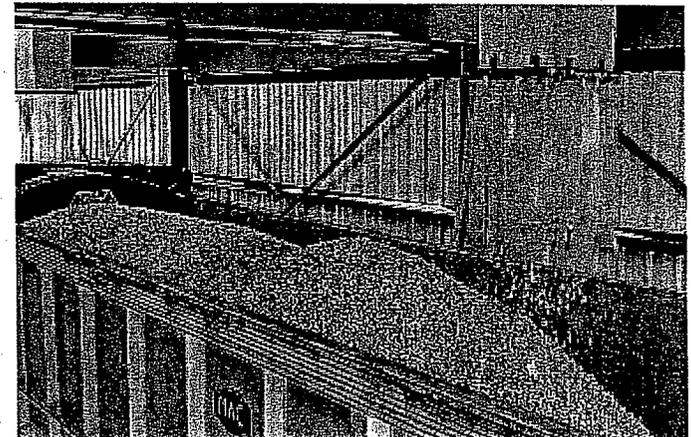
- Greenwood Fuels (GWF) is an innovative manufacturer of cost-competitive, renewable fuel used by a range of industrial coal customers. GWF operates a state-of-the-art engineered pellet fuel production plant located in Green Bay, Wisconsin.
- Greenwood Fuels began manufacturing operations in 2009. Since its purchase, GWF has made substantial additional capital investments in the plant in order to perfect the production of the engineered fuel pellets as well as adding storage facilities for feed stock and pellets and equipment to economically load trucks for shipment to customers in an efficient and environmentally sound manner.
- A growing number of customers are recognizing the advantages that Greenwood Fuels' solutions can deliver. These include major organizations with on-site energy generation systems such as manufacturers, universities, and municipalities who use solid fuel to generate steam and/or electricity.
- The Green Bay Plant has production capacity of up to 120,000 tons per year.
- GWF is in discussions to build additional plants across the U.S.

RENEWABLE
Energy
FROM WASTE



GWF Engineered Fuel Pellet

- GWF manufactures fuel pellets from non-recyclable paper, label and packaging waste – all of which was destined for landfills and do not compete with other uses as biomass and ethanol do
- The pellets can be blended with or substituted for coal and burn much cleaner than coal and have an energy density very similar to coal (11,500 Btu/lb.)
- The fuel is cost competitive with all fossil fuels, including natural gas
- GWF pellets have significantly lower emissions of SO_x, NO_x, CO₂, and Hg compared to coal
- The fuel pellets are classified as a “Non-Waste Fuel produced with non-hazardous secondary materials” by the U.S. EPA
- The pellets are classified as 100% renewable fuel in OH and WI and GWF is in the process of obtaining this classification in MI
- In addition to having energy performance like coal, the pellets also have similar transportability, storage, and combustion characteristics as coal and consequently require minimal equipment modification in most boilers
- Fuel pellets can be stored safely outdoors
- GWF pellets are uniquely able to cost-effectively bring solid fuel boilers into compliance with new strict Boiler MACT air emissions regulations
 - Boiler MACT goes in to effect January 31, 2017
 - Requires boilers to scrub acid gases
 - Tighter mercury and particulate emission requirements
- GWF pellets contain no post-consumer waste.



Project Economics

Profitability of Combined Business

- Operating small power plants profitably is difficult given low MISO electricity prices and the high cost of traditional fossil fuels or traditional biomass
- GWF is able to supply low cost fuel which will allow the Escanaba Power Plant to operate profitably, even with low MISO power prices
- GWF, with the backing of its parent company, is able to provide financing for the project

Low Cost of Fuel

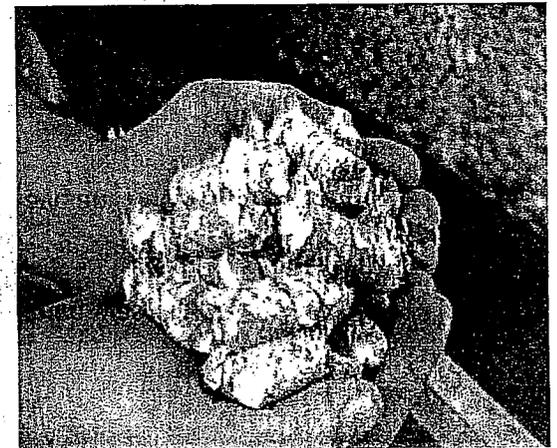
- The GWF fuel pellets are cost competitive with all fossil fuels and meet lower emission standards of Boiler MACT regulation
- Importantly, the fuel cost on the power side of the project is a source of revenue on the fuels side.
- As the pellets are manufactured in Green Bay, transportation costs would be low

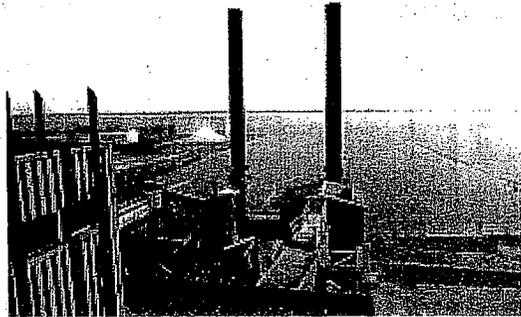
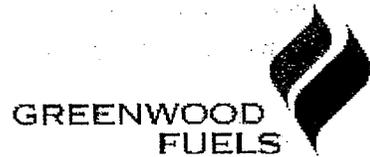
No Exotic Technology

- GWF fuel pellets have similar transportability, storage and energy content characteristics to coal
- Consequently, minimal equipment modification is required for coal-fired boilers
- GWF engineered fuel pellets have been successfully burned in 20 boilers
- Keeps capital costs low

Off-the-Shelf Compliance Equipment

- For the Escanaba project the equipment investments required are an over-fire air modification system, a dry sorbent injection (DSI) system, and repairs to existing plant equipment
- The Escanaba project would require approximately \$6M in capital investment





Engineered Fuel

- GWF currently has capacity to produce 120K tons of fuel pellets per year
- Additional capacity can be added as demand increases



Boiler

- GWF is looking to power solid fuel boilers which are planned for shut down due to cost and Boiler MACT regulatory pressures with its renewable fuel pellets



Power End-Users

- Power produced in boilers fueled with GWF pellets will be sold into the grid as well as to power end-users through PPAs

Deal Considerations

Air Permit

- Industrial Boiler MACT extension request to MI DEQ paid by GWF
- Extension request submitted to MI DEQ
- Equipment will be installed to scrub acid gases (HCl)

Selling Price

- Flexibility on deal structure
- Plant price will be driven by low wholesale electricity pricing, and dependent on total capital required to restart plant and install upgrades

Land/Acreage

- Seeking only land needed for effective operation of business
- Estimated to be 17 acres "within fence"

Substation Repair

- Equipment currently not operational
- Required for full plant utilization
- Insurance negotiations will affect the deal structure

MISO Interconnection

- City's assistance needed in resuming MISO interconnection
- Essential for selling power into grid

Added Value to Escanaba

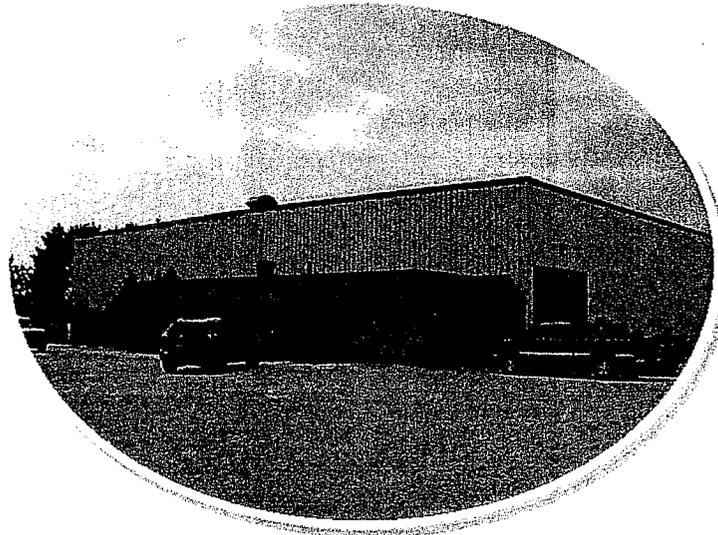
- Added employment of up to 20 plant operators and managers with majority of these to be IBEW jobs
- Increased tax revenue from local business
- Avoidance of demolition, remediation, and restoration costs
- "Sustainable" and reliable future power source for the City and U.P.
- Socially responsible owner

Re-Use/Development Proposal for Escanaba Power Plant Site

Submitted By:



Northern Machining & Repair Inc/
Mechanical Supply

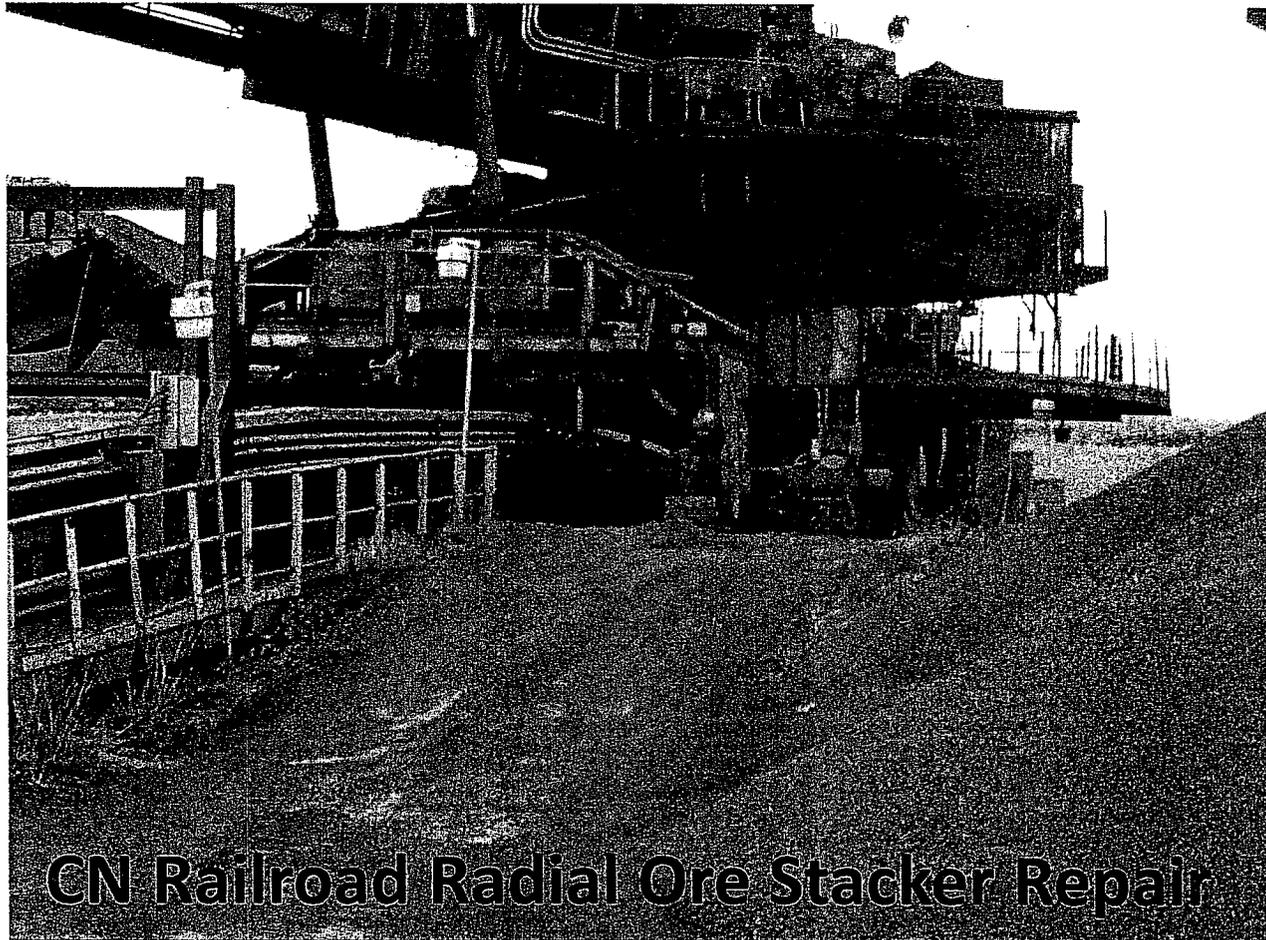


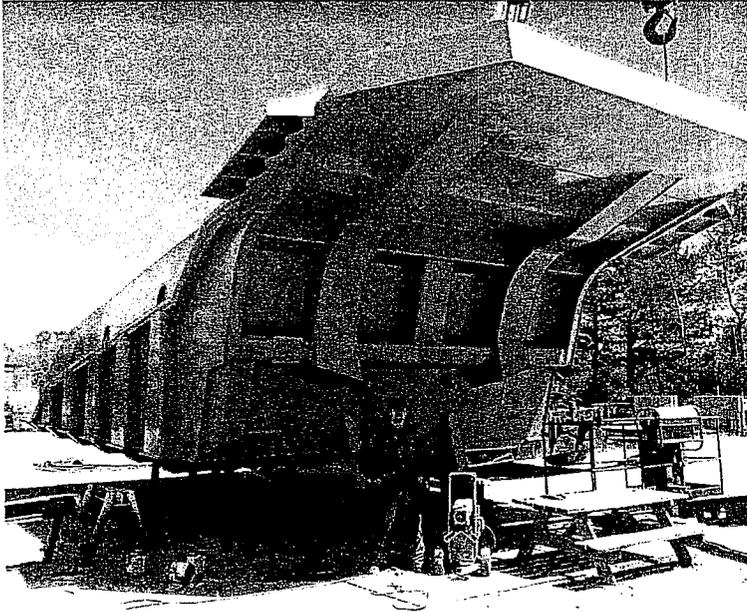
Company History

- In 1982 at the age of 16 I started NMR in my parents garage on the Southside of Escanaba
- In 1983 we outgrew the garage and shared a building with B&B Tool Service
- In 1984 I hired our 1st full-time employee
- In 1990 we built a new 11,000 sq ft facility near the old Delta County Animal Shelter.
- In 1997 we purchased our current 40,000 sq ft facility known as the old Jacklin Steel Building
- In 2005 we purchased Mechanical Supply and added a sealing product line.
- In 2008 we purchased a vacant 10,000 sq ft building from Esky Engines 1701 N 28th Street for customer parts storage
- In 2013 we added a blast/paint building on our existing site.
- Just this year we've added (2) 6 bay storage building for additional customer parts storage

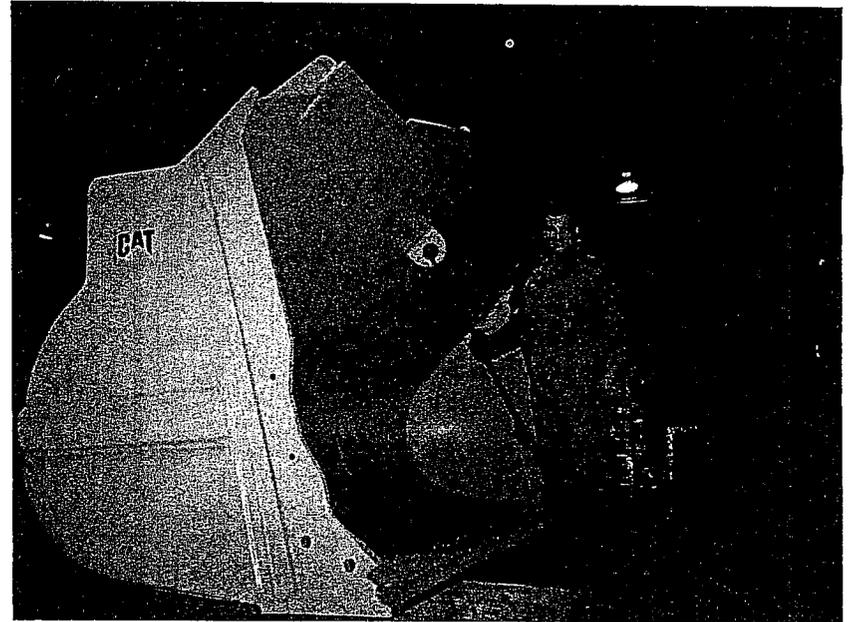
Current work force (40) Full-Time and (3) Part-Time Employees

Mining/Railroad Industry

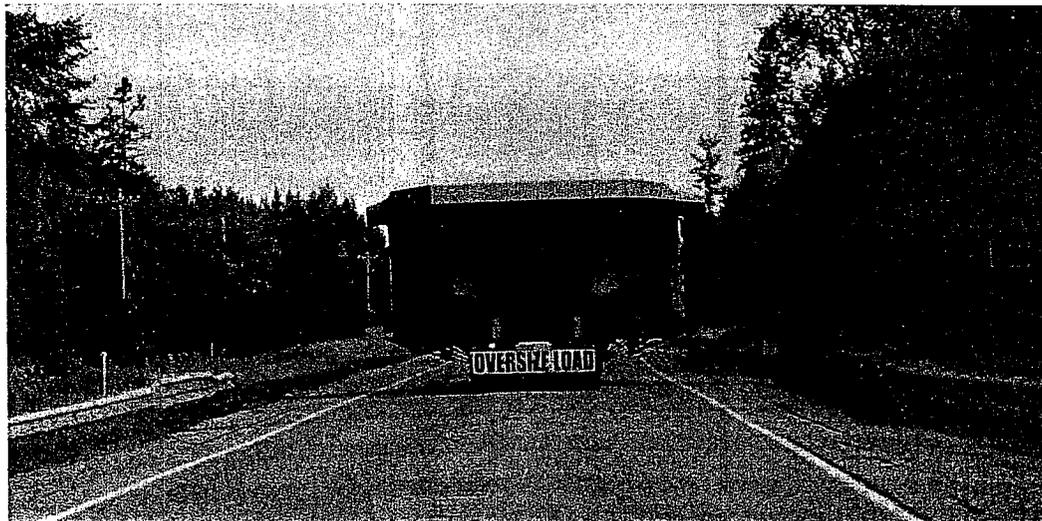




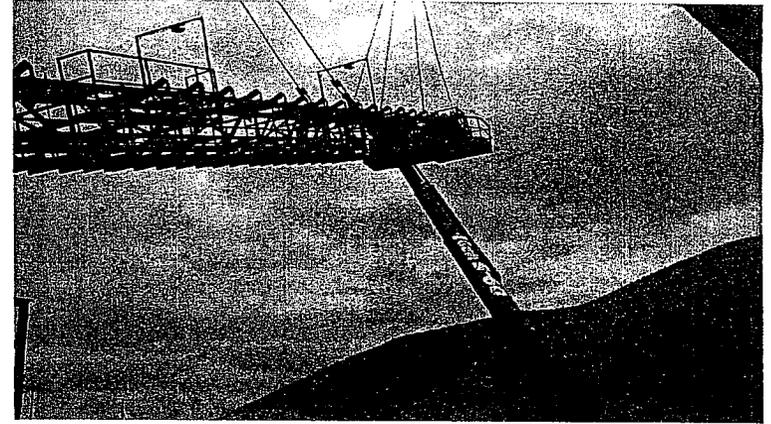
New Build Caterpillar Dump Box 90,000#



Re-Built Loader Bucket



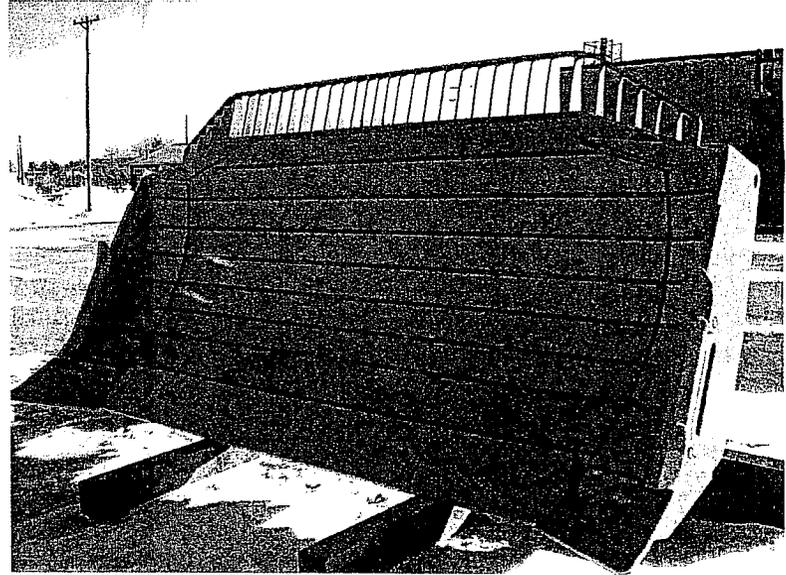
**NMR Transport of New Dump Box to Cedarville
24' Wide x 16' High**



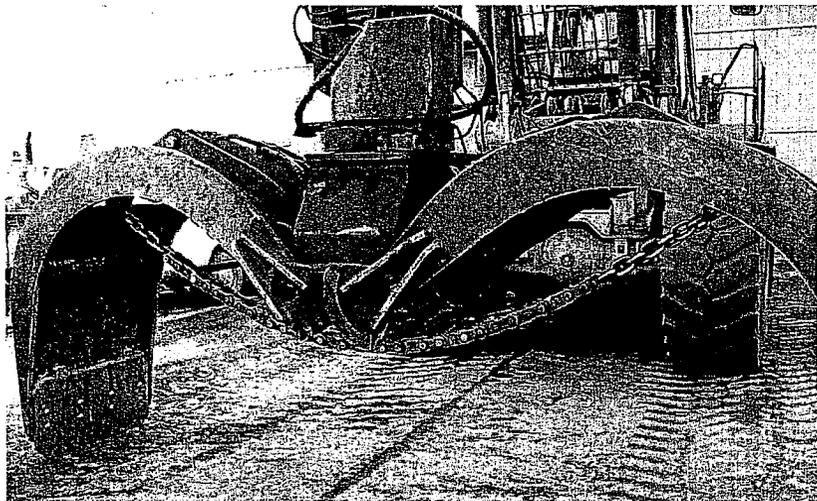
**Drummond Island
On-Site
Conveyor Repair**



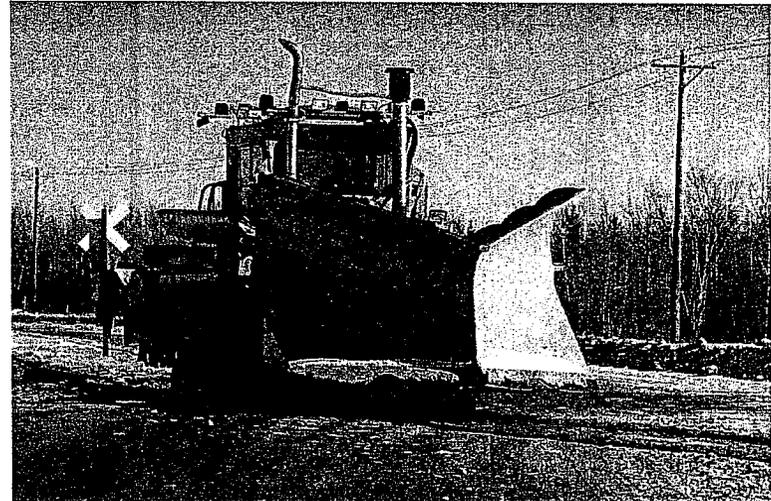
Grader Blade Repair



Dozer Blade Face Armor Install



**Jaw Pivot Repair On 2 Cord
Grapple Bucket**

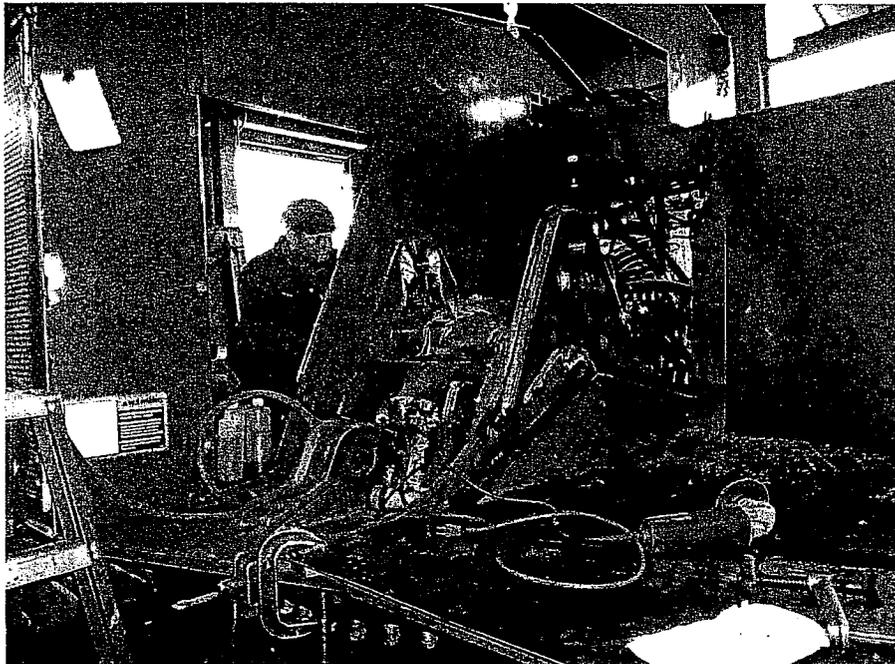


**Rail Road V-Plow Rebuild
after Track Collision**



**Fabrication and Delivery of
100' Bucyrus Drilling Boom
for UP Mining Operation**

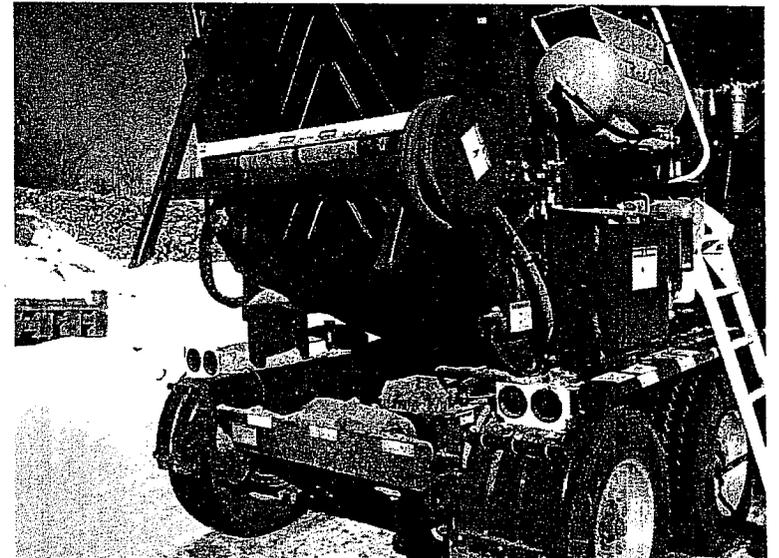
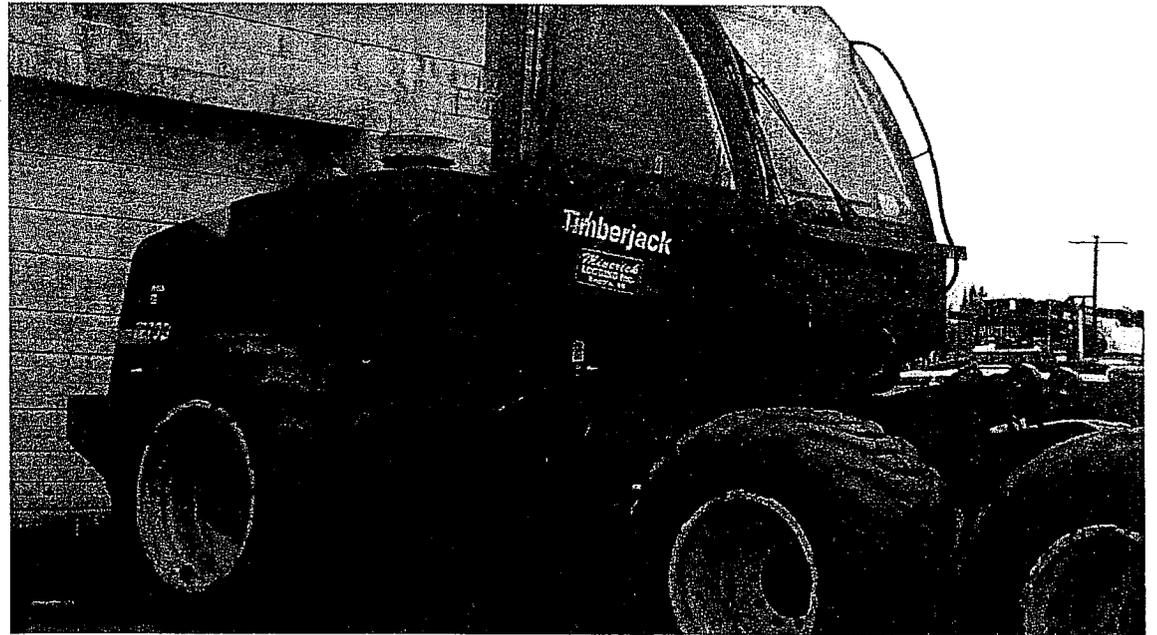
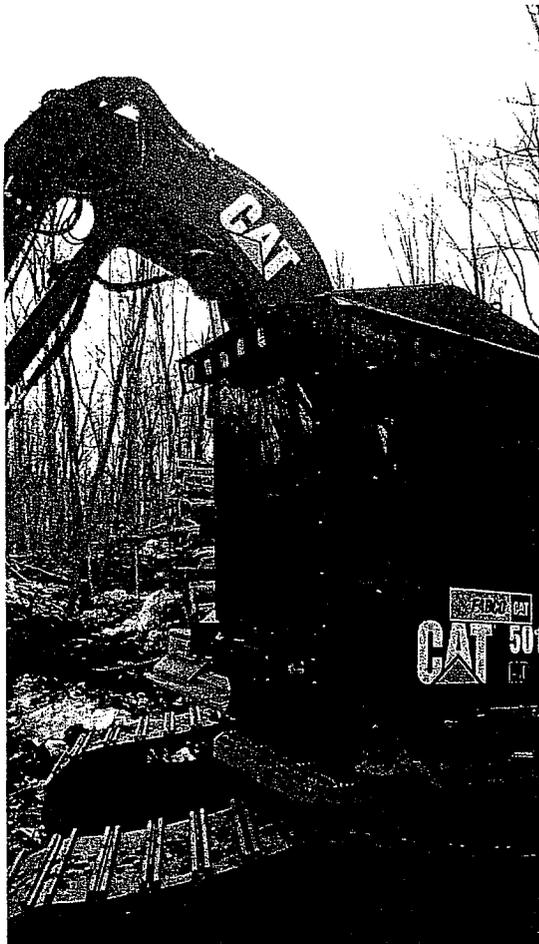
Forestry



Repair Boom Mount Ears on Tree Processing Machine

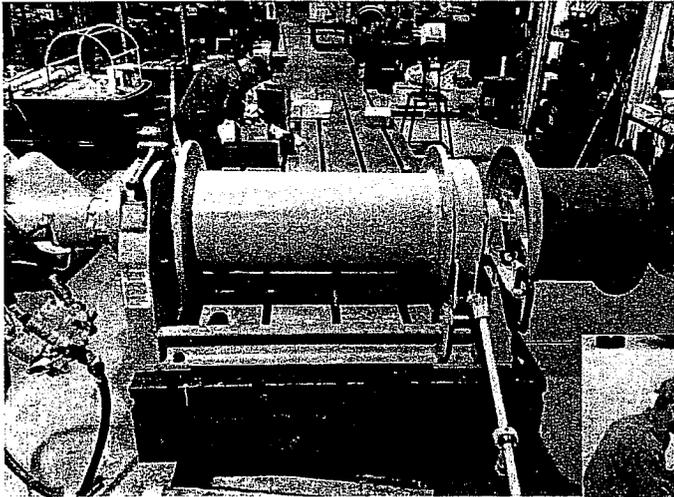


Forwarder Repair

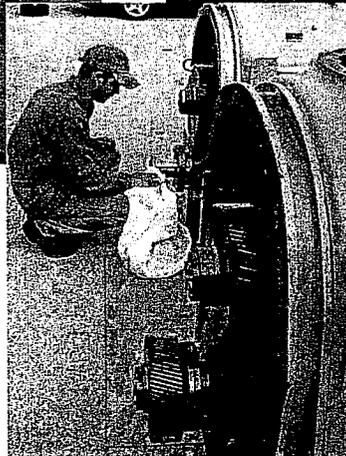
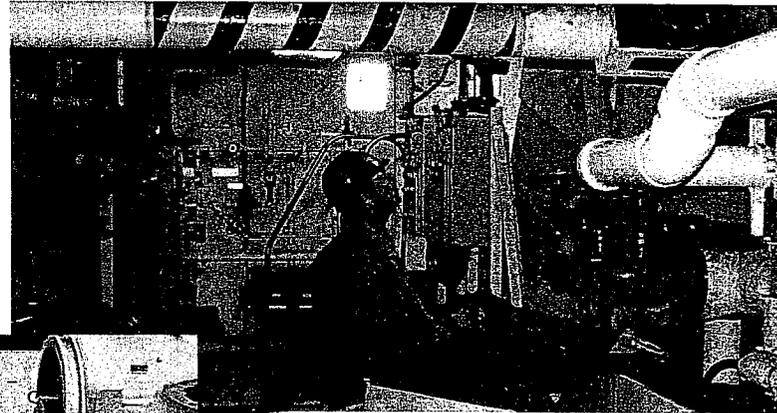


Logging Equipment Repair

Marine

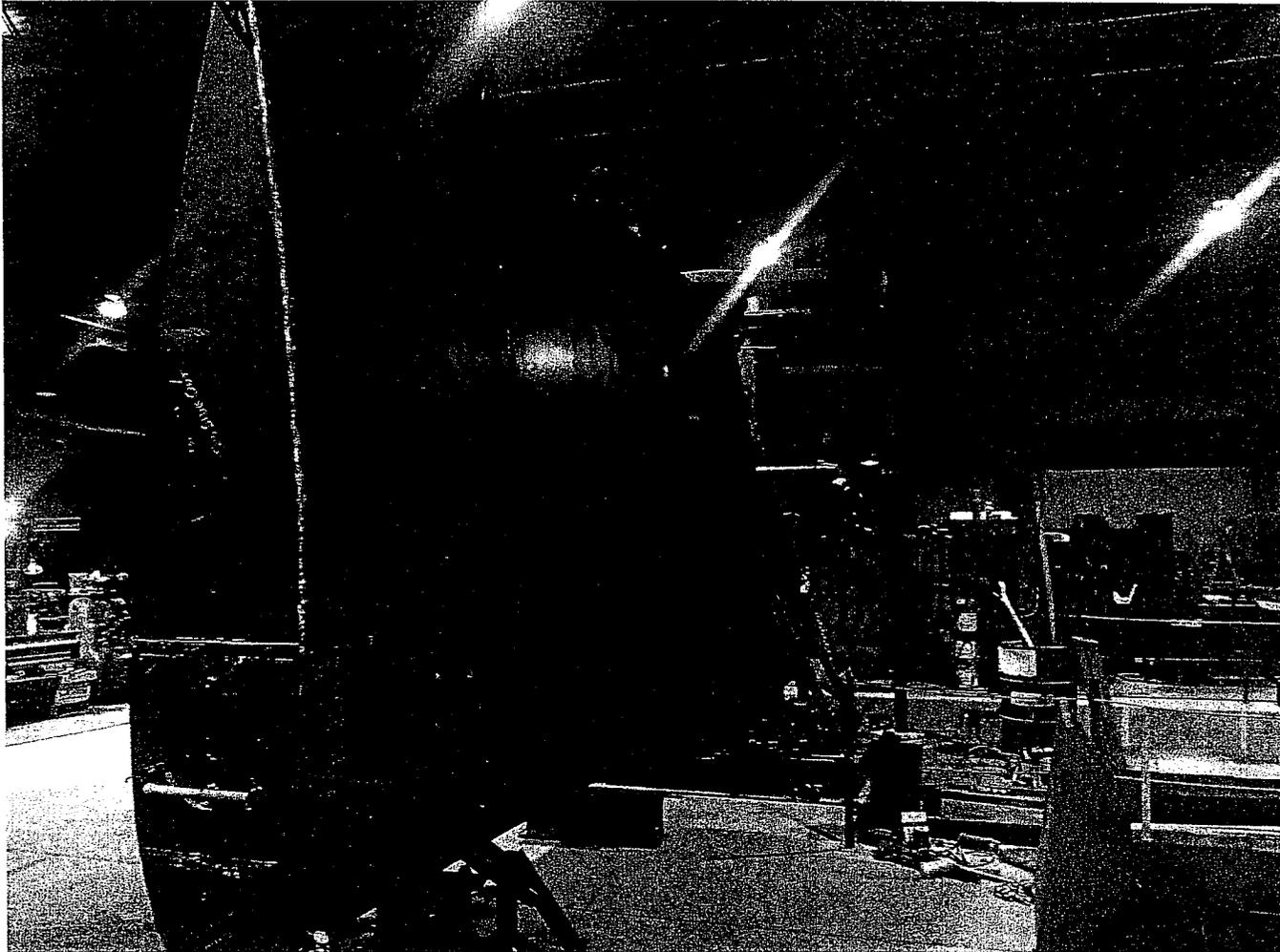


Gypsy Winch

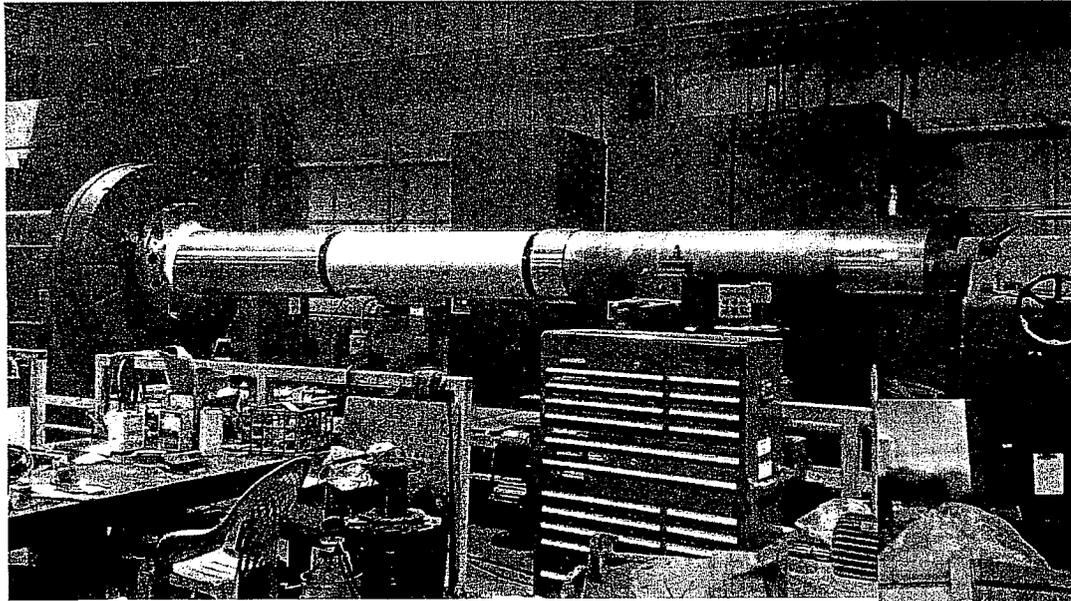


US Coast Guard

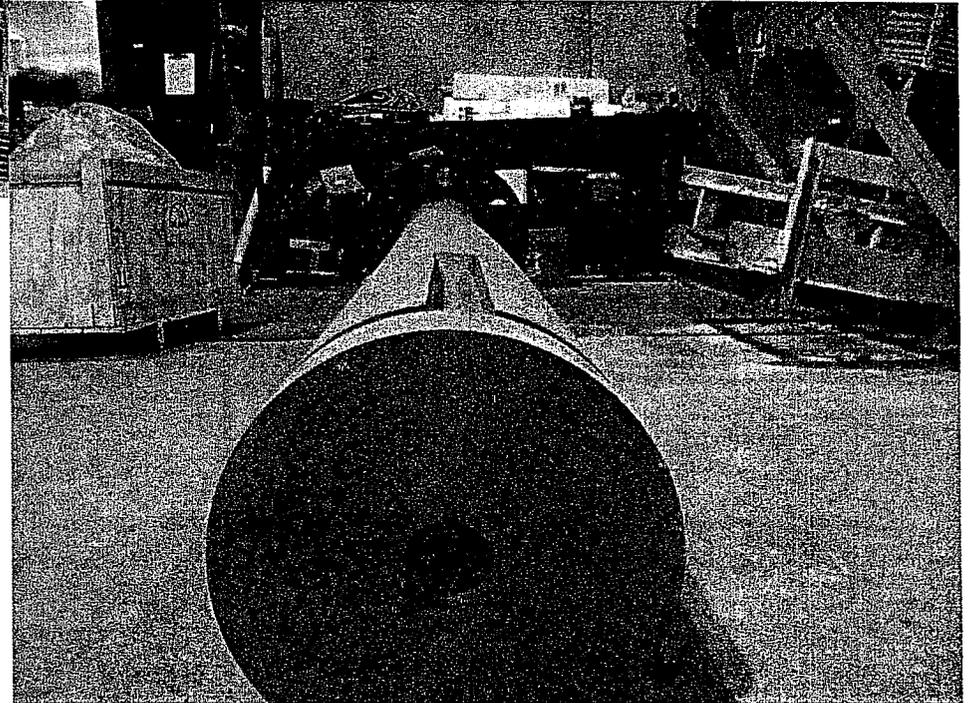
Katmai Bay Dockside



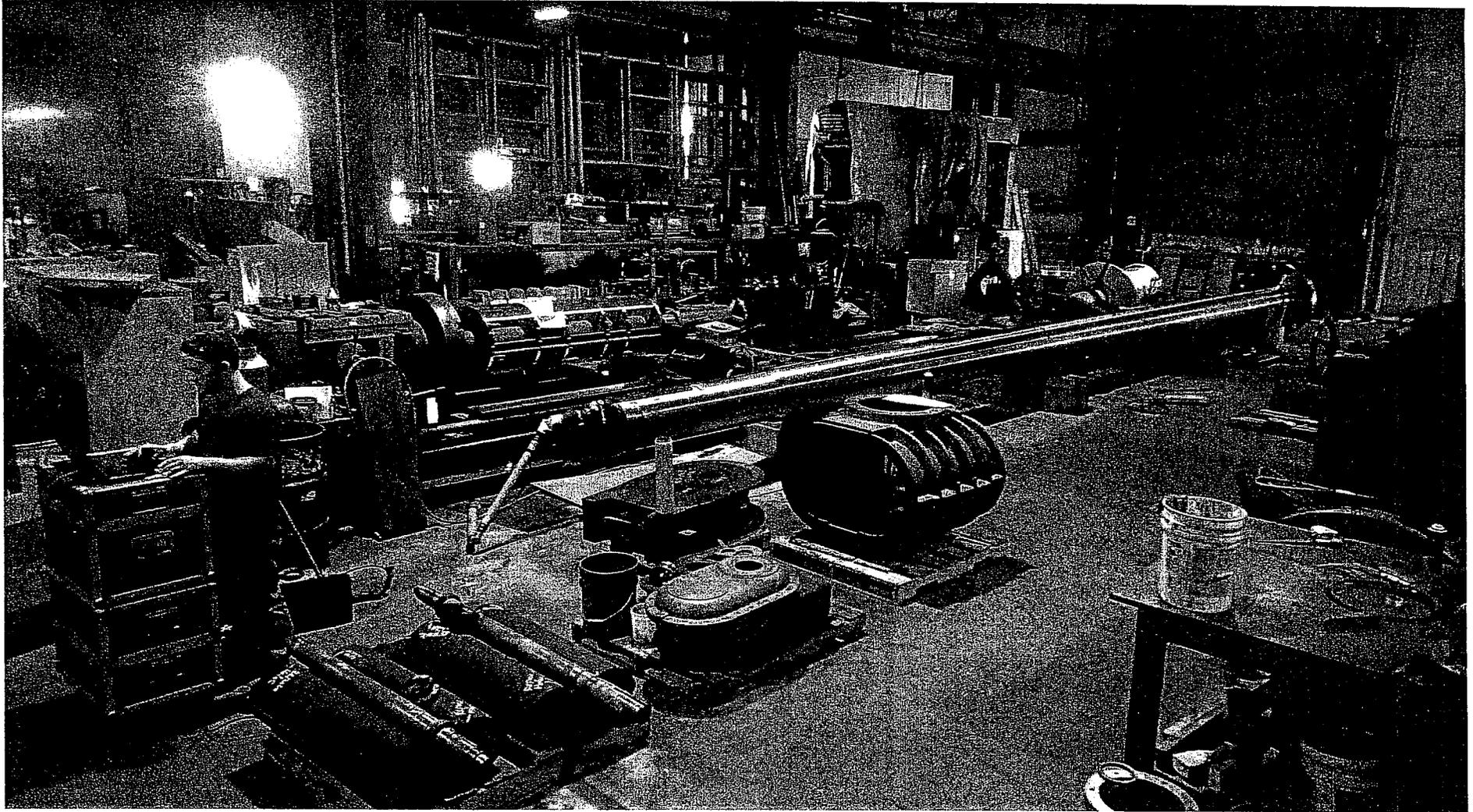
Fabrication of Great Lakes Rudder for Kaye Barker



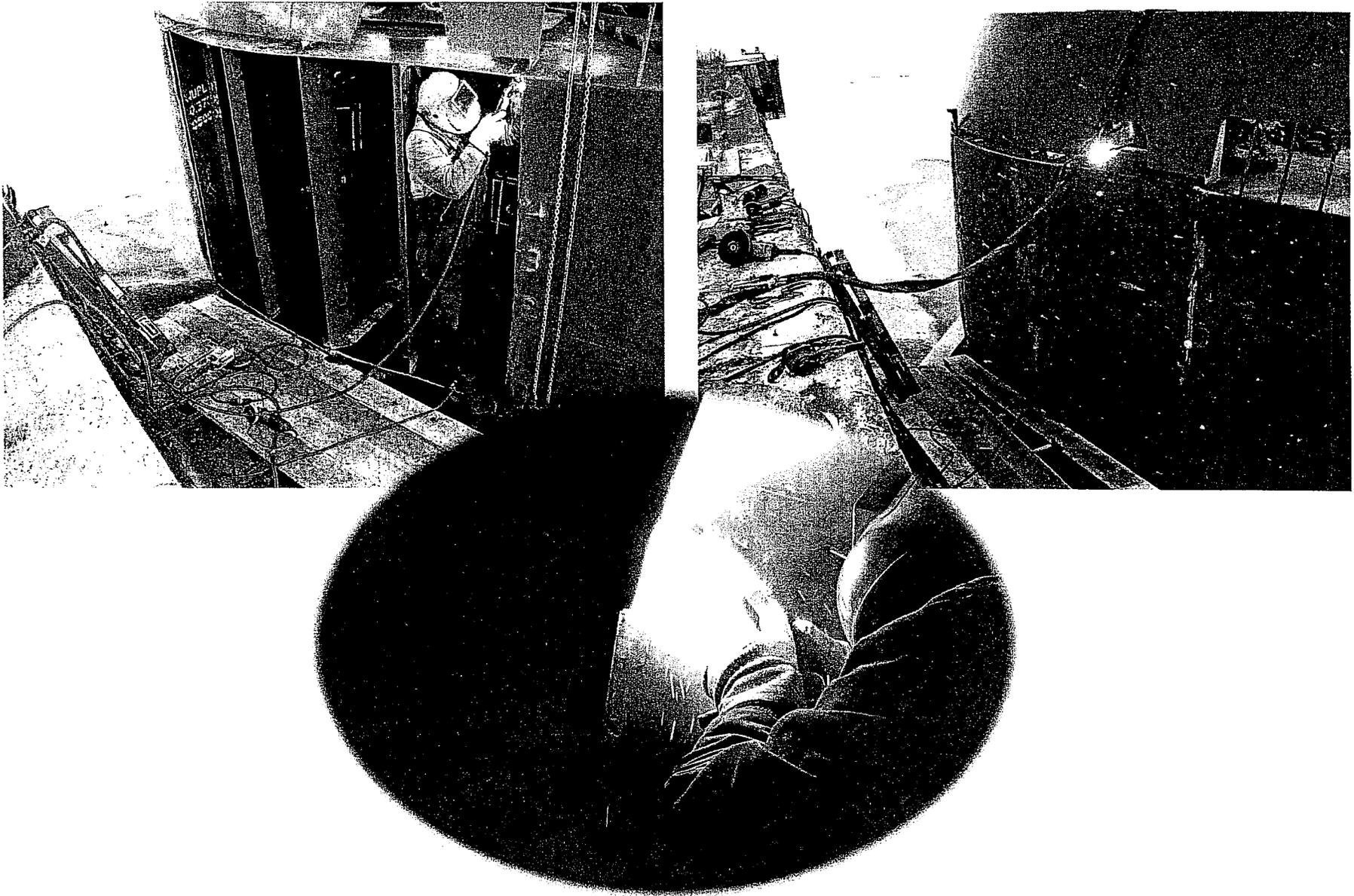
**Kaminstqua Propeller Shaft
Thru-Coat Protective Coating
and Journal Repair**



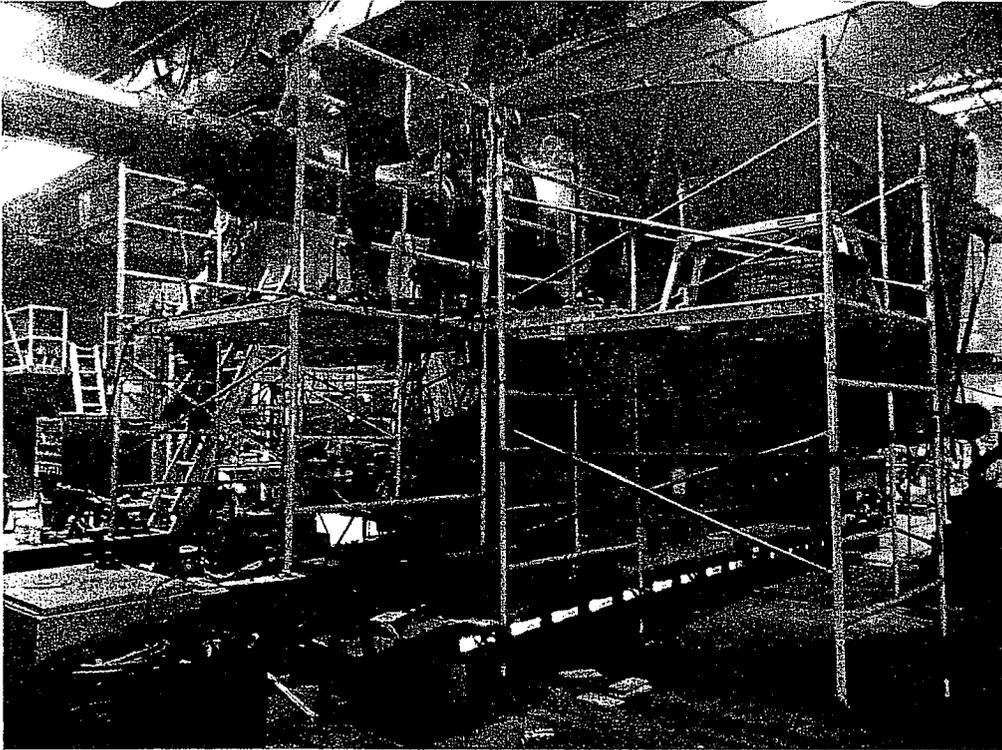
Paul Tregurtha Rudder Stock



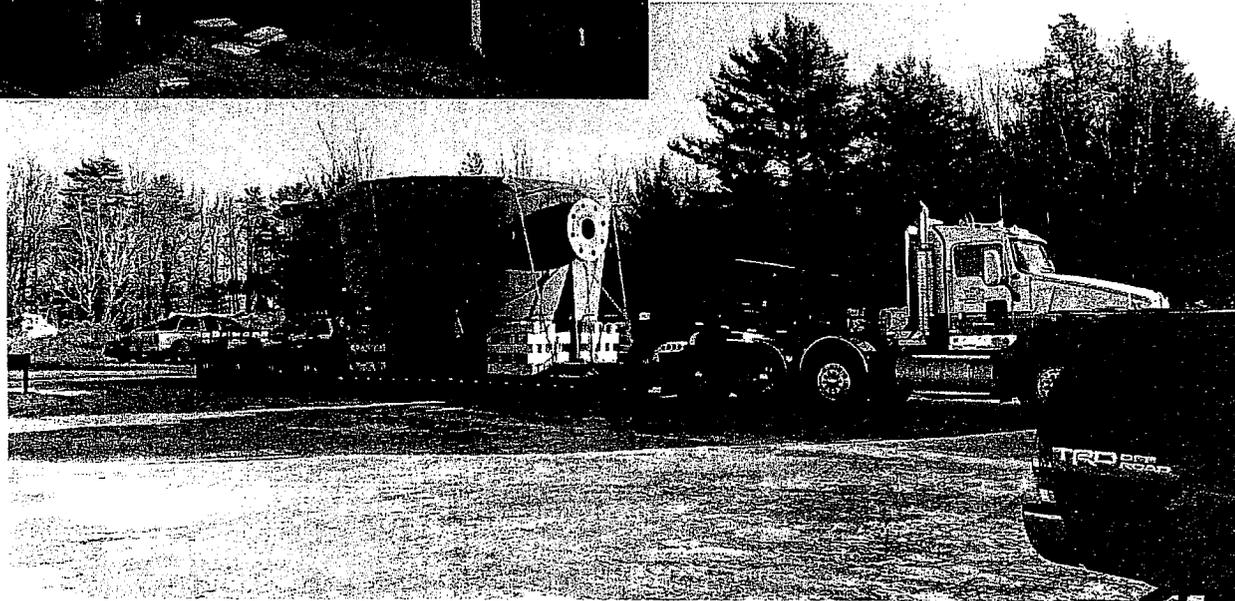
**45' Long Propeller Shaft Inspection
USCGC 225 Class**



Great Lakes Tug Boat Joyce L Vanenkevort Damage Repair

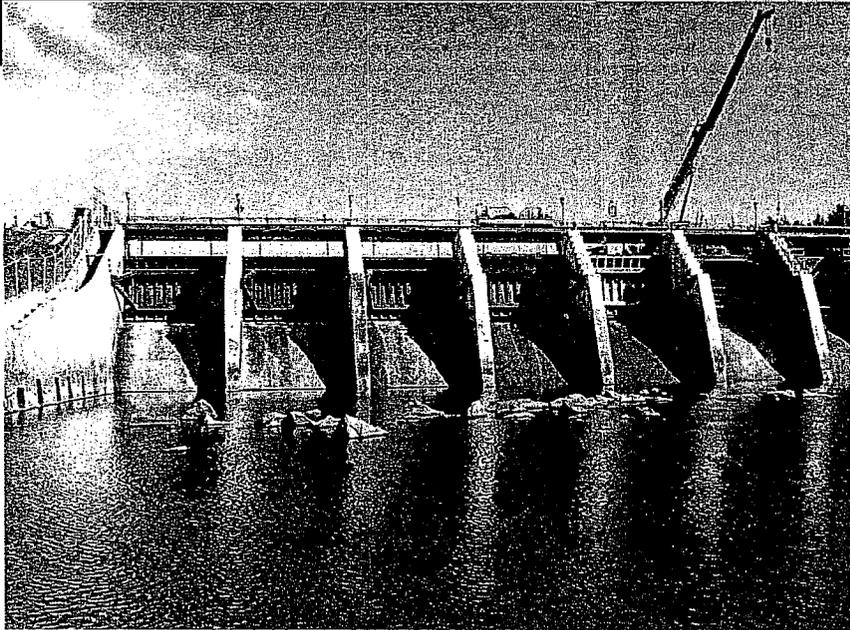
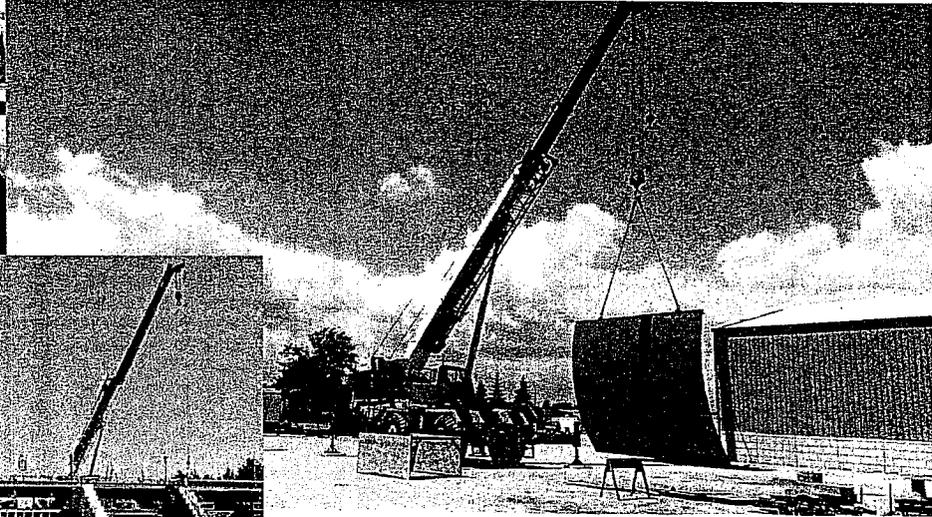


**Repair Rudder Stock and Pintle
Housing of Kort Nozzle off
Marine Vessel Laurentian**

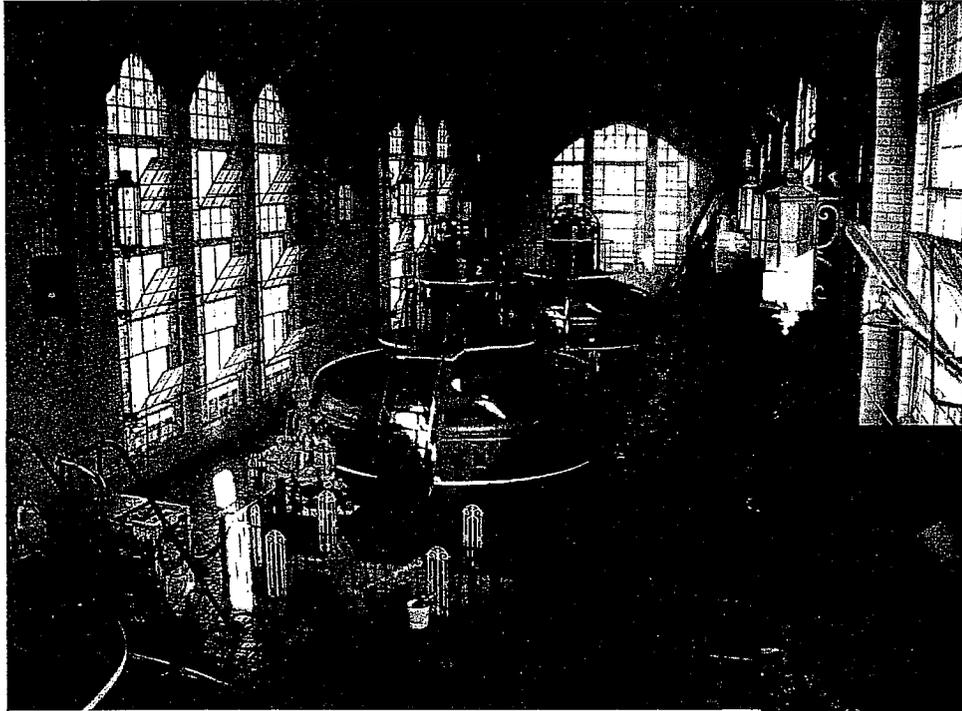


Delivery 24' Wide x 15' High x 100,000#

Hydro



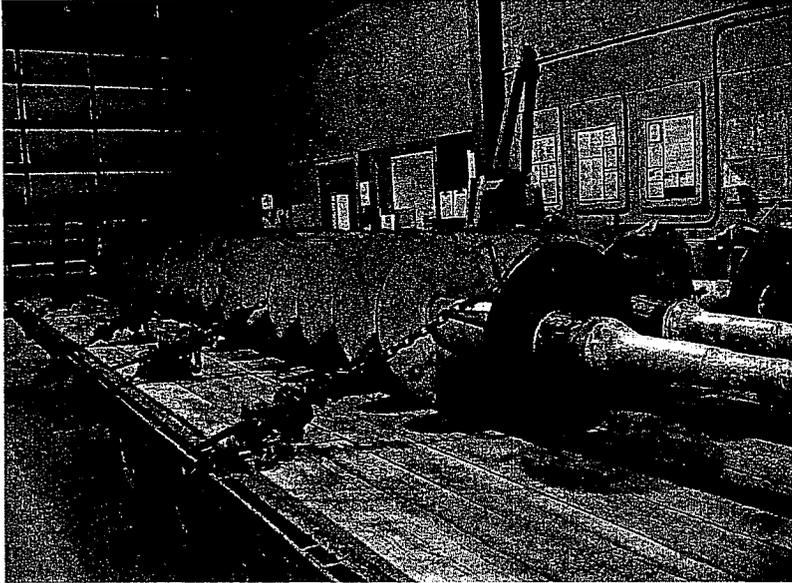
Fabrication of Wicket Gates



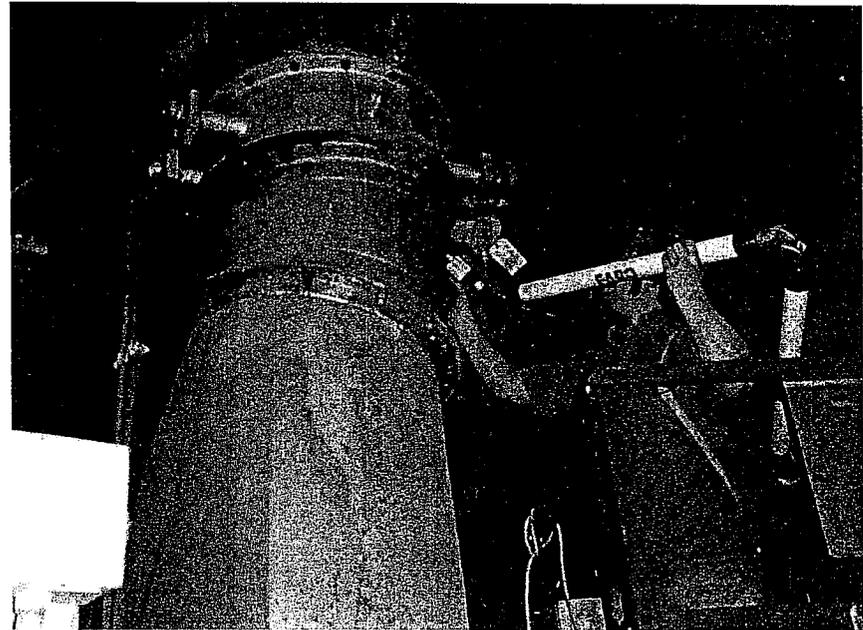
**Chalk Hills
On-Site Shaft Machining**



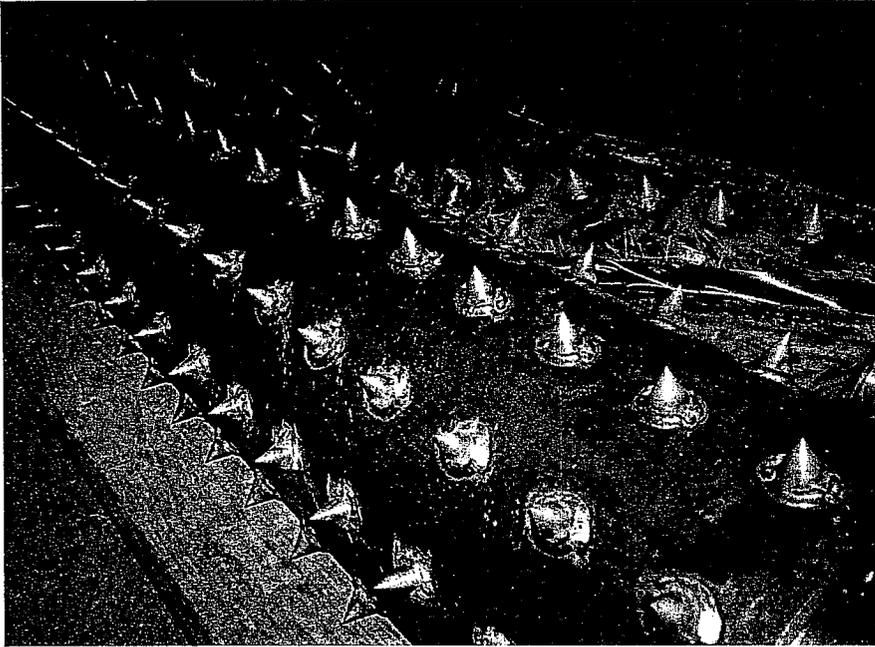
Paper Mills



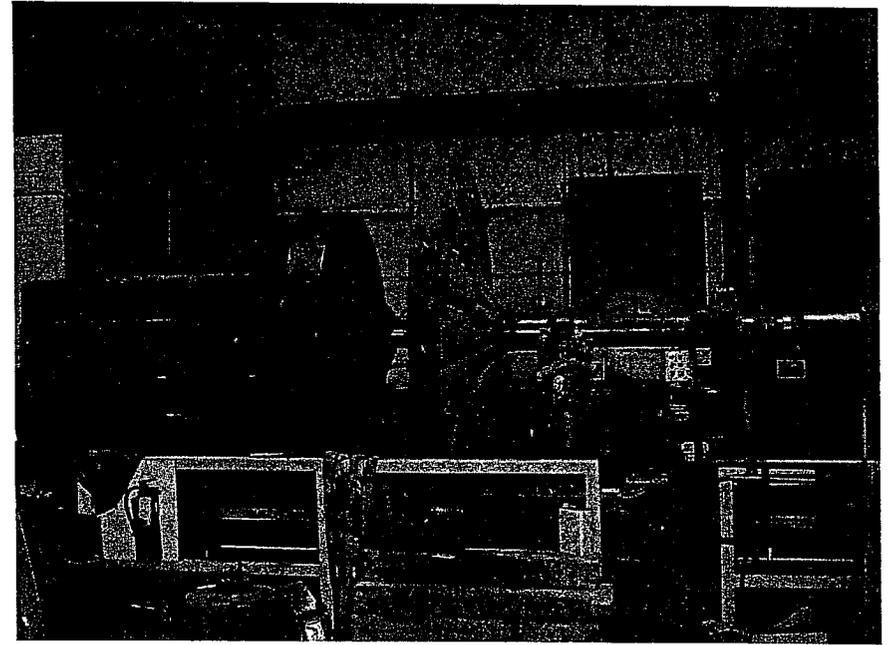
Newly MFG Conveyor Screw



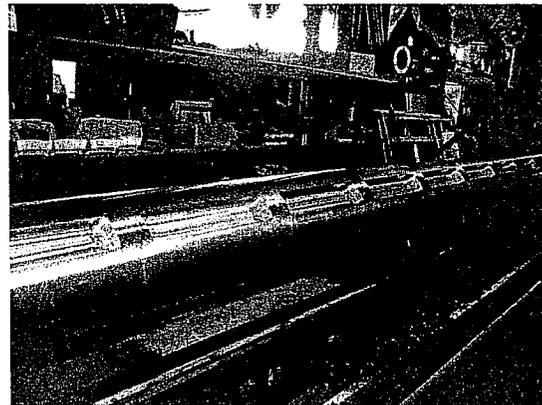
**Precision Measuring and
Reverse Engineering**



Spike Rolls

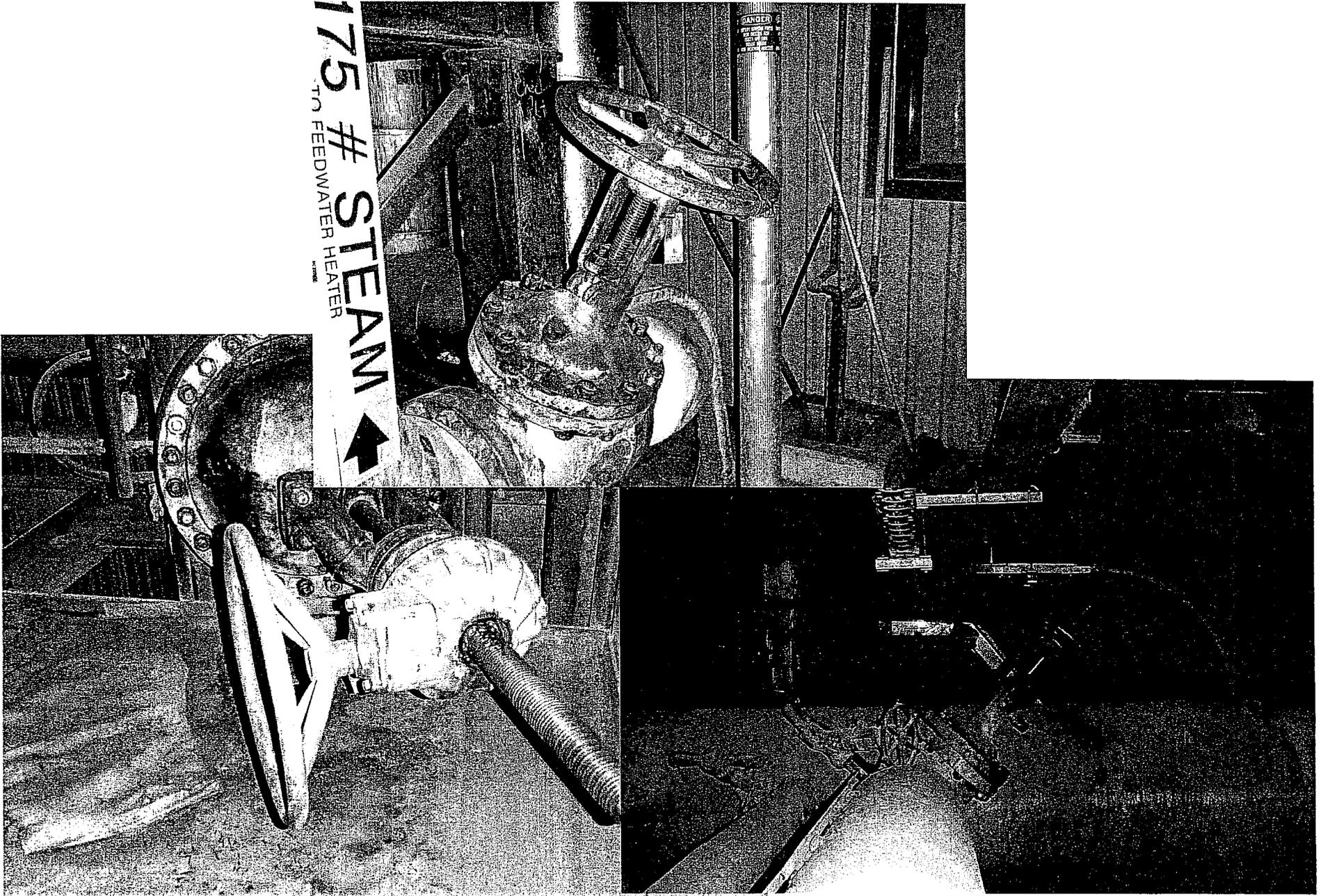


Chipper Disc



Head Shaft

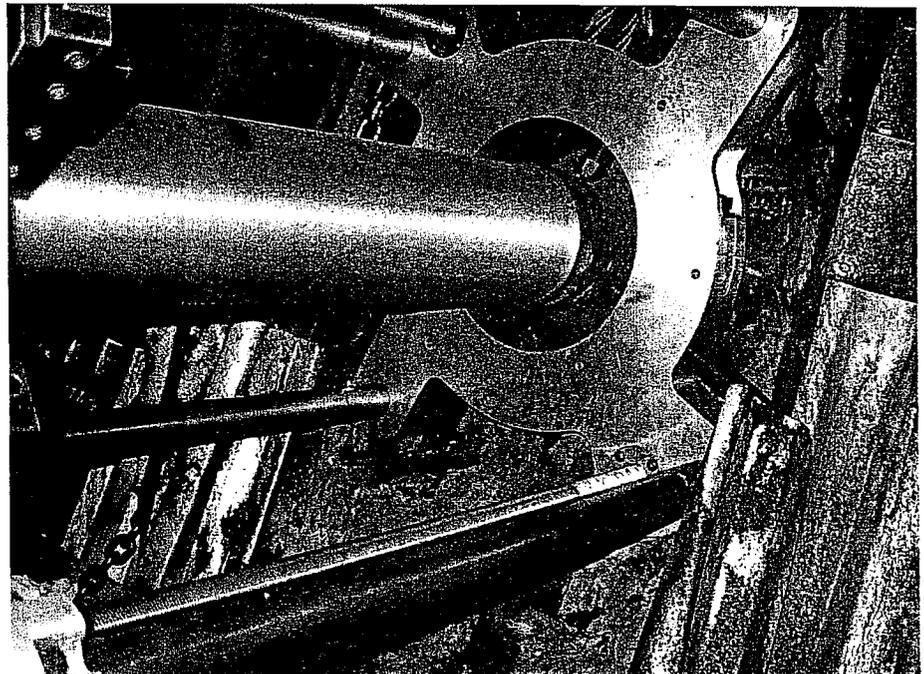
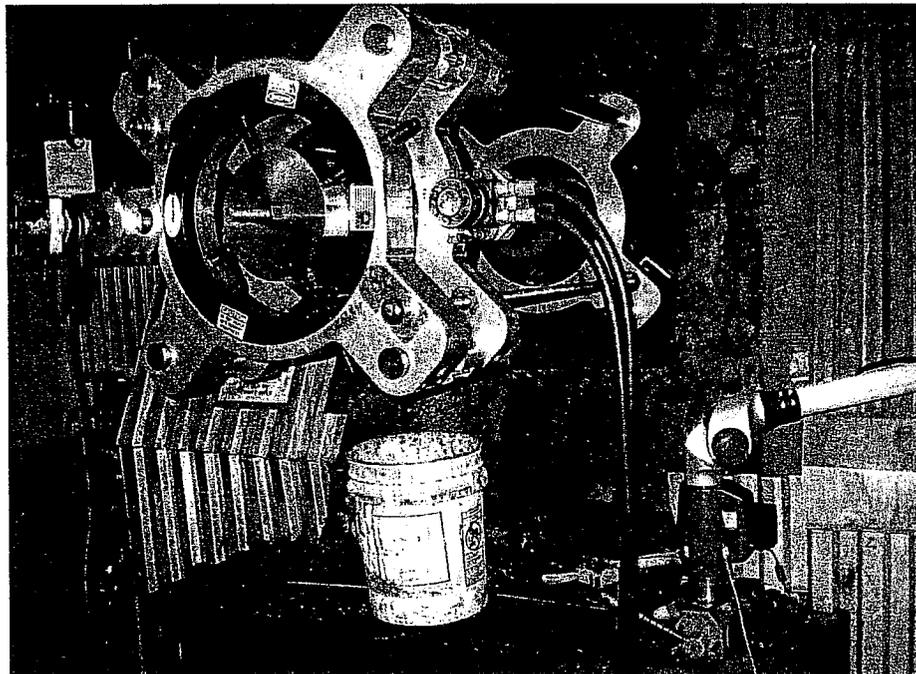
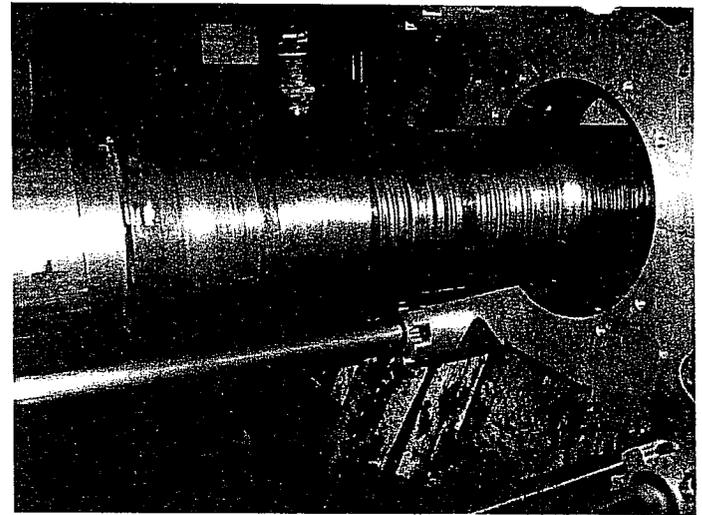
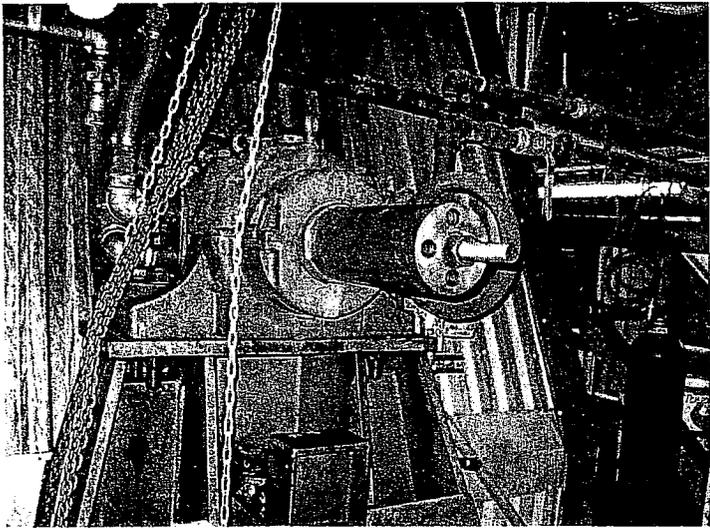
Verso Paper Escanaba



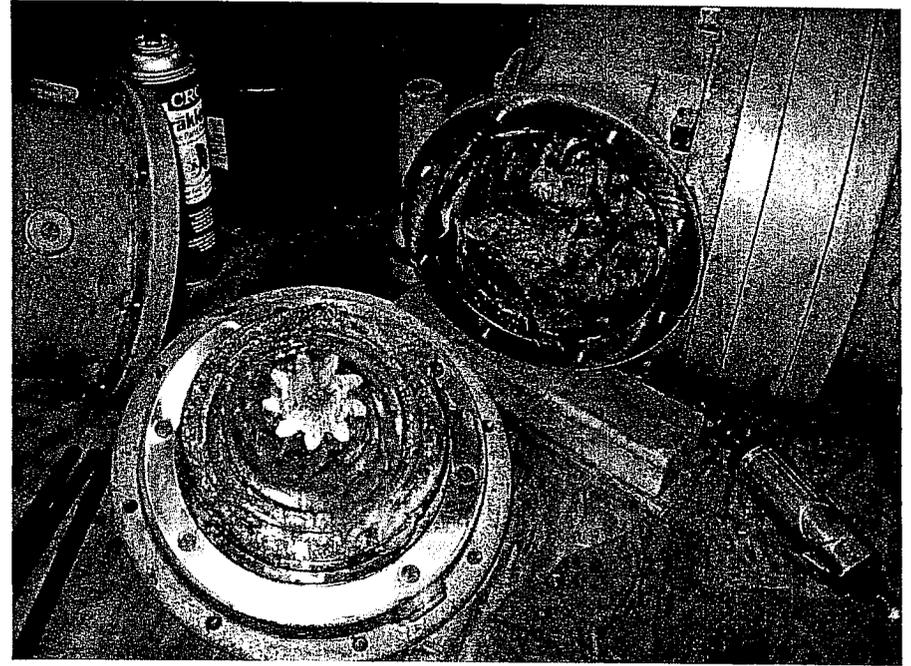
In Place Steam Valve Seat Repairs



Internal Inspection of 30" Water Main Shut-Off Valve

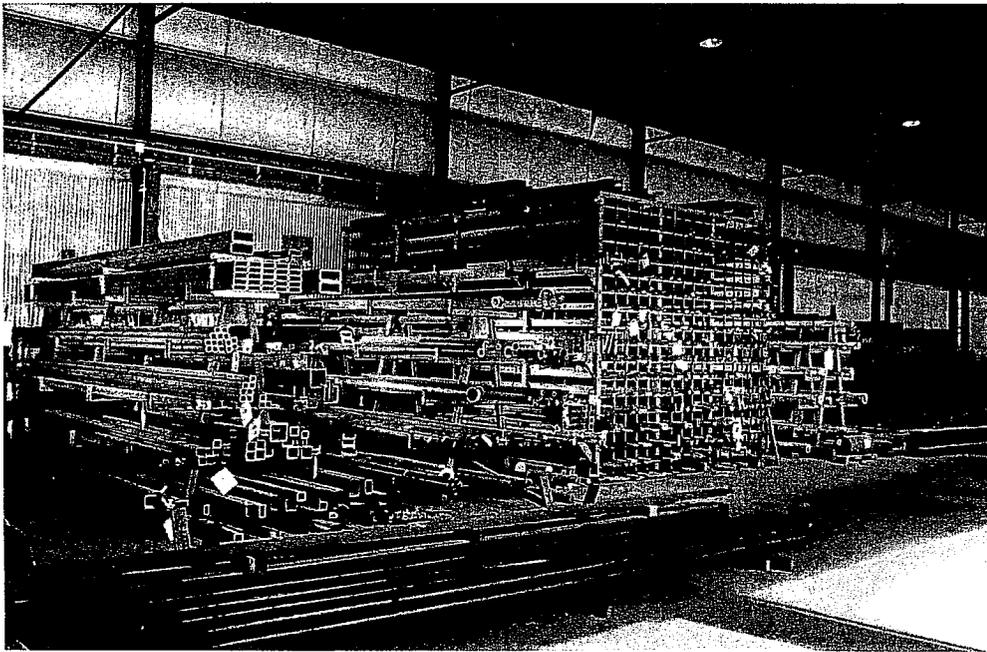


**In-Place Machining of ID Fan Shaft
at Verso Wisconsin Rapids Paper Mill**



Gear Box Rebuild

General Public/Residential



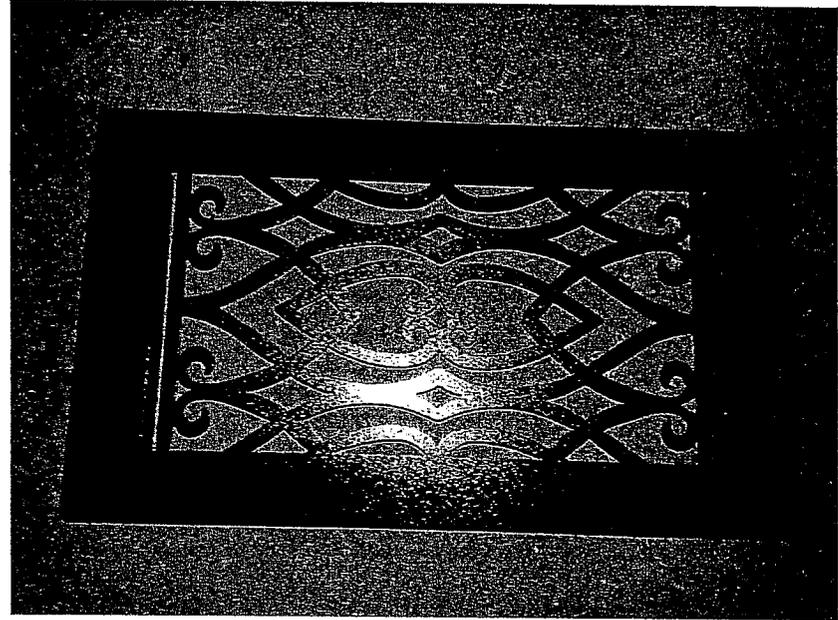
Steel Sales



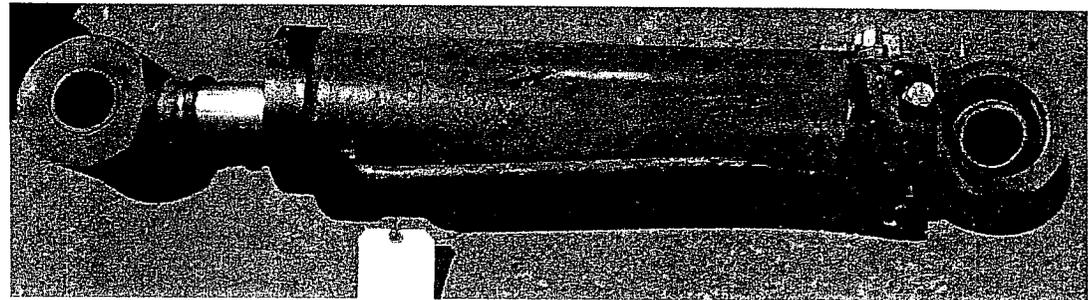
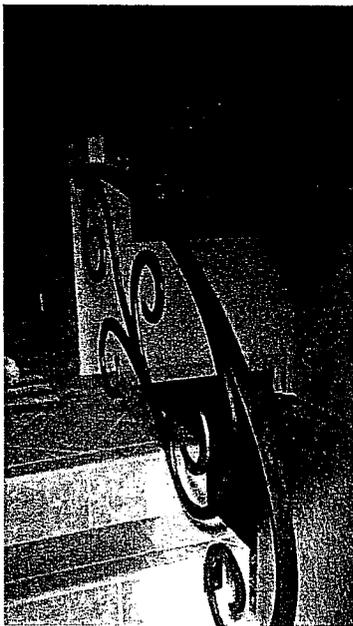
Fire Rings



Handrail Fabrication



Vent Grate



Hydraulic Cylinder Repair

Future Forecast

Current work force (40) Full-Time and (3) Part-Time Employees

With the purchase of the Power Plant Site:

- ❖ **Year 1** – 7 to 10 new hires.
 - NMR would also use several local vendors and contractors to re-fit building for our use
- ❖ **Year 2 – 5** – 10 to 20 additional jobs.

NB # 1
CC 11/5/15

Excerpt of the minutes of a regular meeting of the Escanaba City Council held on November 5, 2015, at the City Hall, 410 Ludington Street, Escanaba, Michigan, at 7:00 p.m.

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

Absent: None

“Upon motion made by Council Member _____, seconded by Council Member _____, the following resolution was made:

**Resolution Opposing HB 4138 (H-4)
Presumptive Parole**

WHEREAS, After being fully informed by our City Manager and law enforcement representatives; and

WHEREAS, Our city will not support violent felons being released on parole without a full and detailed evaluation by an educated and experienced parole board. Violent felons should not be presumed eligible for parole at their earliest prison release date; and

WHEREAS, Our city recognizes that 23% of parolees and 24% of probationers are rearrested within one year of release from supervision and 50% of offenders entering prison are sentenced for violating probation or parole. See: Michigan Department of Corrections, 2013 Statistical Report; and

WHEREAS, The above mentioned statistics show that public safety is compromised by the early release of convicted felons; and

WHEREAS, The above mentioned statistics also show that the probation and parole systems are currently underfunded and could not handle an additional influx of probationer or parolees; and

WHEREAS, It is also apparent that without investment in front-end probation and parole services, the cycle of jail and prison will not end, and local communities will continue to see the negative consequences of repeat offenders that have not been adequately rehabilitated; and

WHEREAS, Our city has been directly affected by parolees imported to our community by way of contracts with the Michigan Department of Corrections and opportunist landlords. The units have been established in our historic residential and business districts and overall have caused public safety and property value issues in these neighborhoods. Additional fast tracks to parole would continue to have this affect in our community and across the state; and

WHEREAS, The City of Escanaba cannot support any Presumptive Parole measure, which is designed directly or indirectly as a cost saving measure for the State of Michigan Department of Corrections if that cost saving measure is displaced upon the various local units of government within the State of Michigan.

NOW, THEREFORE, BE IT RESOLVED For the reasons stated; the city of Escanaba opposes HB 4138 (H-4), presumptive parole, as written and to urges exemption of violent crimes from eligibility. Further, we urge that any savings be directed to the local services that will be burdened by this legislation.

Ayes:

Nays:

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, November 5, 2015; 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

DELTA COUNTY BOARD OF COMMISSIONERS

ADMINISTRATION OFFICE
310 LUDINGTON STREET
ESCANABA, MICHIGAN 49829
PHONE: 906-789-5100
FAX: 906-789-5197

RESOLUTION OPPOSING HB 4138 (H-4), PRESUMPTIVE PAROLE

WHEREAS, Our County will not support violent felons being released on parole without a full and detailed evaluation by an educated and experienced parole board. Violent felons should not be presumed eligible for parole at their earliest prison release date.

WHEREAS, Our County recognizes that 23% of parolees and 24% of probationers are rearrested within one year of release from supervision and 50% of offenders entering prison are sentenced for violating probation or parole. See: Michigan Department of Corrections, 2013 Statistical Report.

WHEREAS, The above mentioned statistics show that public safety is compromised by the early release of convicted felons.

WHEREAS, The above mentioned statistics also show that the probation and parole systems are currently underfunded and could not handle an additional influx of probationer or parolees.

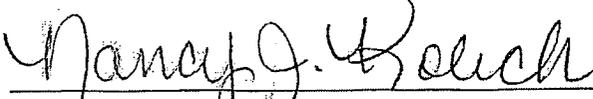
WHEREAS, It is also apparent that without investment in front-end probation and parole services, the cycle of jail and prison will not end, and local communities will continue to see the negative consequences of repeat offenders that have not been adequately rehabilitated.

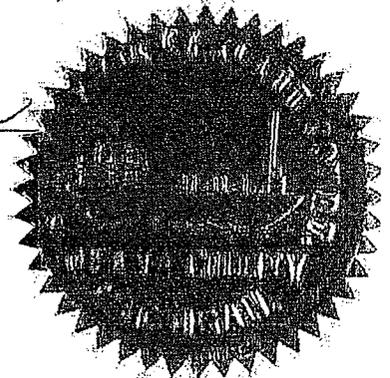
WHEREAS, Our County has been directly affected by parolees imported to our community by way of contracts with the Michigan Department of Corrections and opportunist landlords. These low-income housing units are minimally maintained. The units have been established in our historic residential and business districts and overall have caused public safety and property value issues in these neighborhoods. Additional fast tracks to parole would continue to have this affect in our community and across the state.

THEREFORE, BE IT RESOLVED, After being fully informed by our County Administrator, County Prosecutor and law enforcement representatives, and for the reasons stated, the Delta County Board of Commissioners opposes HB 4138 (H-4), presumptive parole, as written and to urges you to exempt violent crimes from eligibility. Further, we urge that any savings be directed to the local services that will be burdened by this legislation.

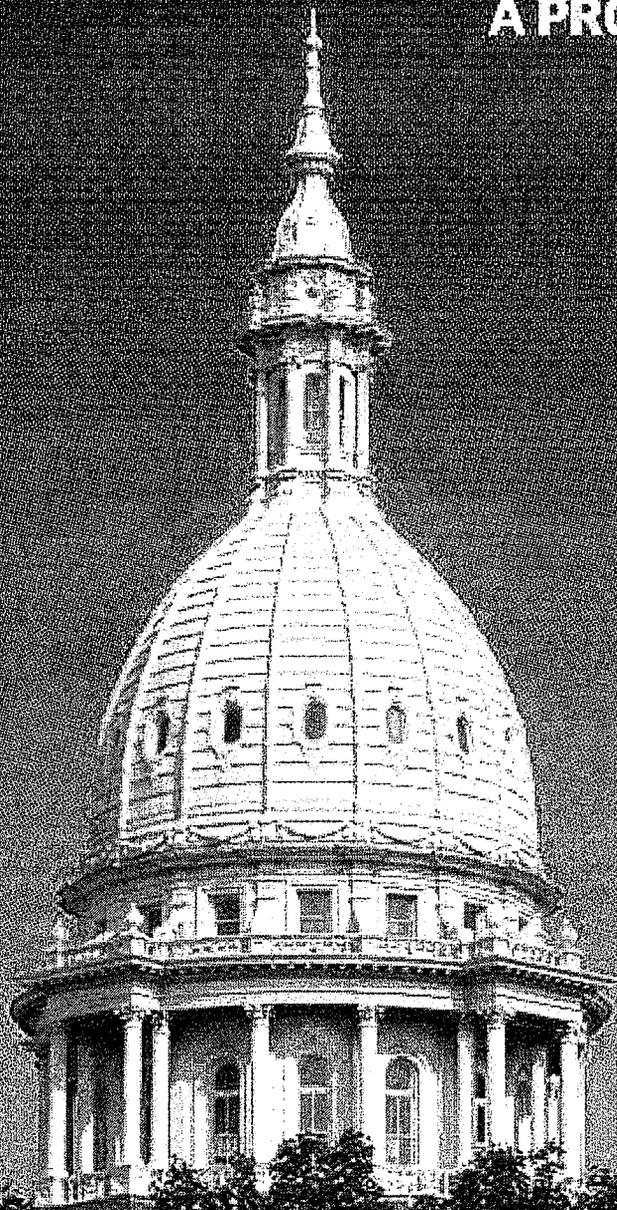
I, Nancy Kolich, Delta County Clerk and Clerk of the Delta County Board of Commissioners do hereby certify this to be a true and exact copy from the minutes of the regular meeting of the Delta County Board of Commissioners held on October 20, 2015.

I, Nancy Kolich, Delta County Clerk do hereby set my hand and seal this 20th day of October, 2015.


Nancy Kolich, Delta County Clerk



**MICHIGAN PRISONERS, VIOLENT CRIME
AND PUBLIC SAFETY:
A PROSECUTOR'S REPORT**



**PAAM Corrections Committee
Prosecuting Attorneys Association of Michigan
April 2015**



Prosecuting Attorneys Association of Michigan

116 W. Ottawa Street ~ Suite 200
Lansing, Michigan 48913
(517) 334-6060 ~ FAX: 334-6351
www.michiganprosecutor.org

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Michigan Citizens:

In recent months, there has been conversation in our State regarding public safety, violent crime and the prison population.

Whenever such dialogue occurs, it is critical that basic facts be available to all citizens and other stakeholders engaged in the conversation.

In an effort to facilitate this discussion, Michigan Prosecutors ask you to review **"MICHIGAN PRISONERS, VIOLENT CRIME AND PUBLIC SAFETY: A PROSECUTOR'S REPORT."** This report provides a variety of information, including the following:

- How Michigan's violent crime rate compares to Midwest States and the nation
- How Michigan's police-to-citizen ratio compares to other states
- How Michigan performs in terms of solving crime
- The actual composition of Michigan's prison population – including over 70% assaultive felons
- The critical importance of public safety as it relates to our prison population
- A discussion on ways to impact prison costs without compromising accountability, deterrence and public safety

Prosecutors from your community as well as the rest of the State are confident that the information provided in this report will advance an accurate assessment of our prison system as it relates to violent crime and public safety.

We look forward to working with you to provide a safer Michigan for all of our residents.

Sincerely,

Victor Fitz

President – Prosecuting Attorneys Association of Michigan
Cass County Prosecutor

"All political power is inherent in the people. Government is instituted for their equal benefit, security and protection." Michigan Constitution 1969, Article I, Section 1

MICHIGAN PRISONERS, VIOLENT CRIME AND PUBLIC SAFETY: A PROSECUTOR'S REPORT

Prosecuting Attorneys Association of Michigan

April 2015

EXECUTIVE SUMMARY

- Michigan has the highest violent crime rate of any State in the Midwest, but the lowest ratio of law enforcement personnel to residents in the region.
- In 2013, Michigan's initial felony prison commitment rate was only 10%.
- In 2013, even after accounting for probation and parole violators, Michigan sent only 21.6% of convicted felons to prison while the national prison commitment rate was over 40%.
- Michigan inmates sentenced for an assaultive or violent offense make up more than 70% of the prison population.
- Michigan inmates sentenced for a drug offense make up less than 8% of the prison population. These offenses typically involve the distribution of dangerous drugs or possession of a significant quantity.
- In Michigan, 23% of all parolees and 24% of all probationers are rearrested within one year of release from supervision, and 50% of individuals entering prison are sentenced for violating probation or parole.
- Michigan's prison population has declined from its peak of 51,454 inmates in 2006 to 43,704 inmates in 2013.
- The Michigan Department of Corrections has reduced its number of full-time employees from 17,782 in 2006 to 14,179 in 2014.
- Despite the 15% reduction in prison population and 20% reduction in full-time employees, the MDOC budget remained flat during the same period due mainly to increased prisoner health care costs and employee economic costs.
- The Michigan Department of Corrections budget for FY 2014 was \$2.0 billion. This is less than 4% of the State's \$50.9 billion overall budget, but approximately 20% of the State's general fund budget.¹
- The Michigan Legislature enacted Public Act 465 of 2014, effective January 12, 2015, which created a Criminal Justice Policy Commission designed to study and make recommendations regarding a wide-range of criminal justice issues including those related to prisons, violent crime and public safety.



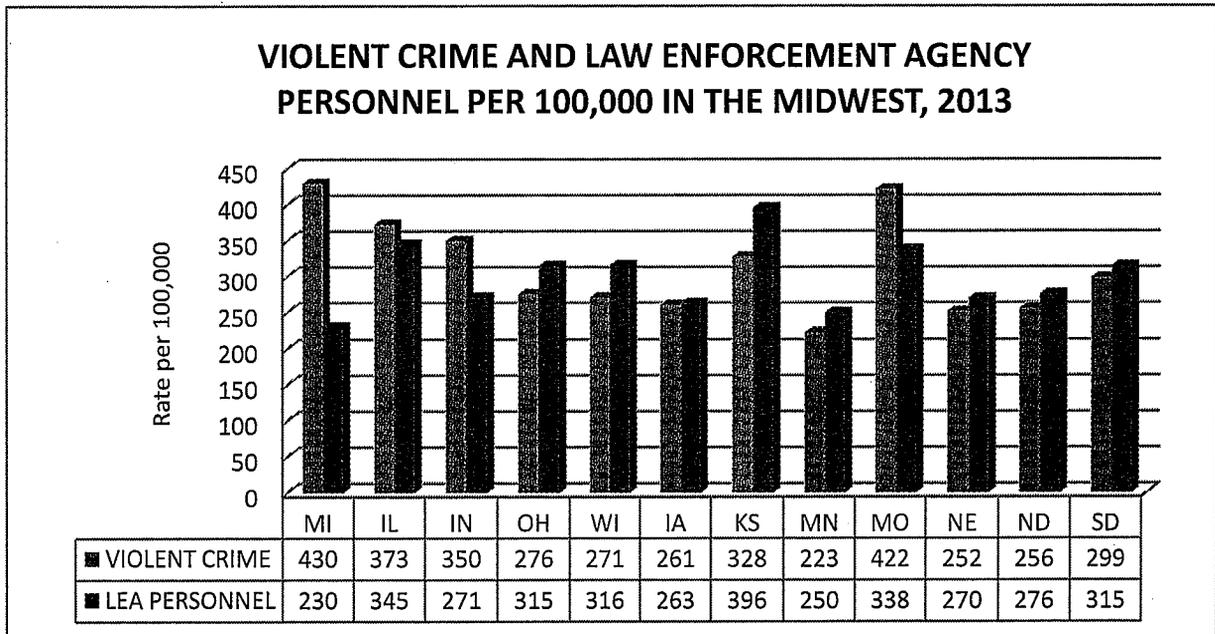
1) STATE CONSTITUTIONAL MANDATE

- The Michigan Constitution clearly states in its introduction the purpose of our State Government:

"All political power is inherent in the people. Government is instituted for their equal benefit, security and protection."²

2) MICHIGAN'S DISTURBING CRIME PROBLEM

- Michigan has the highest violent crime rate in the entire Midwest.³
 - Michigan's violent crime rate is 39.6% higher than the average of the Midwest States (IL, IN, MI, OH, WI, IA, KS, MN, MO, NE, ND, SD).⁴
 - Michigan's violent crime rate is 55.8% higher than the state of Ohio.⁵
 - Michigan's violent crime rate is 16.8% higher than the national average.⁶
- Michigan has the lowest ratio of law enforcement personnel to residents of any State in the Midwest, despite having the region's highest violent crime rate.⁷
 - Michigan's ratio of law enforcement personnel to residents is 29% lower than the average State in the Midwest.⁸



Source: U.S. Department of Justice – Federal Bureau of Investigation, 2013 Uniform Crime Reporting Statistics, Violent Crime – Table 4, Police Employee Data – Table 77



- **Negative Trend – Law Enforcement Personnel – Michigan has seen its police force reduced by 17% since September 11, 2001 (reduced from 22,488 law enforcement officers in 2001 to 18,621 officers in 2014).**⁹
 - Michigan lost 3,867 law enforcement officers from 2001 to 2014.¹⁰
 - Detroit lost 47% of its law enforcement officers from 2000 to 2013 – police force reduced from 4,184 in 2000 to 3,037 in 2007, and further reduced to 2,356 in 2013.¹¹
 - Flint lost 62% of its law enforcement officers from 2000 to 2013 – police force reduced from 321 in 2000 to 261 in 2007, and further reduced to 122 in 2013.¹²
 - Pontiac lost 55% of its law enforcement officers from 2000 to 2010 – police force reduced from 170 in 2000 to 133 in 2007, and further reduced to 76 in 2010.**¹³
 - Saginaw lost 59% of its law enforcement officers from 2000 to 2013 – police force reduced from 136 in 2000 to 99 in 2007, and further reduced to 55 in 2013.¹⁴
- **Positive Trend – Violent Crime Rate – During the past 5 years, the violent crime rate in the United States has declined 14.32% while Michigan’s violent crime rate has declined 13.52% over the same time period.**

5 YEAR TREND IN VIOLENT CRIME RATES *					
	YEAR	POPULATION	VIOLENT CRIMES	VIOLENT CRIMES PER 100,000 RESIDENTS	TREND
UNITED STATES	2009	307,006,550	1,325,896	429.4	
	2013	316,128,839	1,163,146	367.9	-14.32%
MICHIGAN	2009	9,969,727	49,547	497.0	
	2013	9,895,622	42,536	429.8	-13.52%
DETROIT	2009	908,441	17,868	1966.9	
	2013	699,889	14,504	2072.3	5.40%
FLINT	2009	111,657	2,244	2009.7	
	2013	99,941	1,907	1908.1	-5.10%
PONTIAC **	2009	65,924	1,212	1838.5	
	2013	59,887	N/A	N/A	N/A
SAGINAW	2009	54,997	1,393	2532.9	
	2013	50,580	985	1947.4	-23.10%

*Source: U.S. Department of Justice – Federal Bureau of Investigation, 2009 and 2013 Uniform Crime Reporting Statistics, Violent Crime – Table 4 and Table 8.

**Pontiac Police Department dissolved on August 1, 2011, and data for Pontiac not reported in 2013 Uniform Reporting Statistics

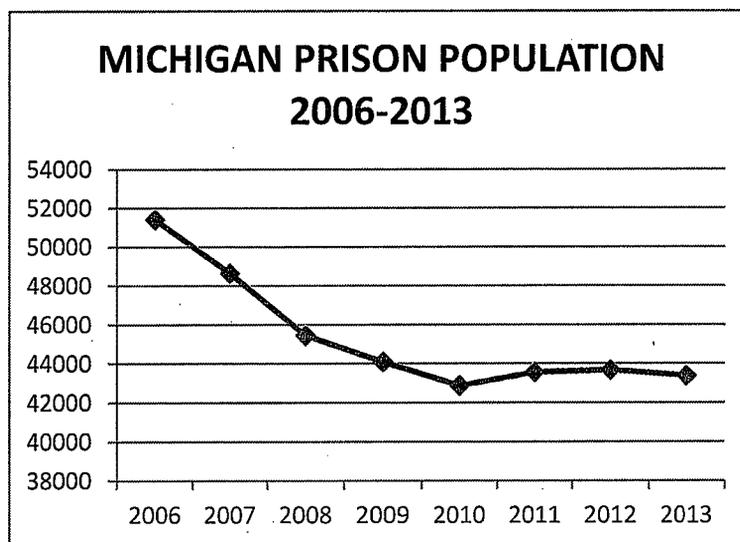


- **Despite the downward trend, Michigan's violent crime rate in 2013 was 16.83% higher than the national rate and Detroit, Flint, Pontiac and Saginaw had a violent crime rate more than 5 times higher than the national rate.**¹⁵
 - Still, progress has been made since 2009 when Flint, Pontiac and Saginaw were ranked as three of the top ten most dangerous cities in the United States.¹⁶ The violent crime rate has recently decreased in each of these cities due, in part, to Governor Rick Snyder's "Secure Cities Partnership" and additional resources targeting violent crime in these areas.¹⁷ As a result, Flint, Pontiac and Saginaw no longer find themselves ranked in the top ten most dangerous U.S. cities.¹⁸
 - However, much more progress needs to occur in these cities and across the State. In 2013, for instance, although Detroit saw its violent crime rate fall by 2.5%, it is now ranked as the most dangerous city in the United States when comparing cities with a population of 200,000 or more residents.¹⁹ Even so, the Detroit Police Department reported the 2013 clearance rate for homicides rose from just 11% to 43% and almost every major crime category experienced a decline.²⁰
- **Michigan has an extremely low rate of solving violent crime.**
 - In 2013, Michigan had only a 31.6% **violent crime clearance rate** compared with the national average of 46%.²¹
 - In 2013, Michigan had only a 40% **murder clearance rate** compared with the national average of 64%.²²
 - Michigan is ranked 49th out of 50 States when comparing murder clearance rates from 1980 to 2012.²³
 - Michigan still has over 11,000 unsolved murders going back to 1980.²⁴
- **Michigan sends very few convicted felons to prison.**
 - Michigan's initial prison commitment rate is only 10%. This 10% is primarily made up of violent, habitual criminals. (In 2013, there were 5,135 new prison commitments out of a total of 50,817 felony dispositions)²⁵
 - The remaining 90% of convicted felons (many of them also convicted of violent felonies) are placed in probation programs such as diversion or community service programs, or receive local jail time at their initial sentencing.²⁶
 - Even after accounting for probation and parole violators, Michigan still sends only 21.6% of its convicted felons to prison.²⁷ In stark contrast, the average prison commitment rate nationally for convicted felons is over 40%.²⁸



3) WHO GOES TO PRISON IN MICHIGAN?

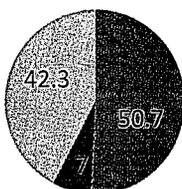
- Michigan's prison population has declined from its peak of 51,454 inmates in 2006 to 43,704 inmates in 2013.



Source: Michigan Department of Corrections, 2013 Statistical Report

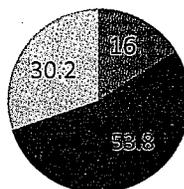
- Today, Michigan's prisons primarily hold violent and career criminals convicted of murder, rape, child molestation, home invasion, armed robbery and serious assaultive offenses.²⁹

Federal Prisons



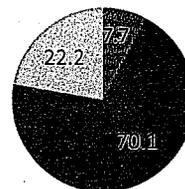
- Drug Crimes
- Assaultive Crimes
- Non-Assaultive

State Prisons



- Drug Crimes
- Assaultive Crimes
- Non-Assaultive

Michigan Prisons



- Drug Crimes
- Assaultive Crimes
- Non-Assaultive

Sources: United States Department of Justice, Bureau of Justice Statistics, Table 13 and Table 16 (Revised September 30, 2014); Michigan Department of Corrections, 2013 Statistical Report

- Prisoners convicted of violent and assaultive crimes make up 70.1% of Michigan's inmate population compared to just 53.8% in State prisons and only 7% in Federal prisons.
 - In Michigan, few drug offenders go to prison. In 2013, of the 13,268 felons convicted in Michigan of drug offenses, only 1,420 were sentenced to prison.³⁰
 - Michigan has only 11 inmates incarcerated for possession of marijuana which constitutes less than .03% of the overall prison population.³¹



- Our prisons are not filled with shoplifters, bad check writers, drug abusers or felony drunk drivers. Michigan inmates actually serving time for non-assaultive offenses are typically incarcerated because of their career criminal status.
- **In 2013, of the 43,704 inmates in Michigan's prisons:**
 - 30,239 inmates were in prison for what the Michigan Department of Corrections classifies as an "assaultive crime." This constitutes 70.1% of the total prison population.³²
 - 19,040 inmates were serving time for a life offense, including 8,059 for 1st Degree Murder, 2nd Degree Murder, Open Murder/Homicide and Assault with Intent to Murder.³³
 - 5,654 inmates were in prison for Armed Robbery, Carjacking and Assault with Intent to Commit Armed Robbery.³⁴
 - 3,655 inmates were in prison for Criminal Sexual Conduct 1st Degree.³⁵
- **In Michigan, even violent offenders often do not go to prison.**
 - Example: In 2013, of those convicted for Assault with Intent to Do Great Bodily Harm Less Than Murder, 235 assailants (37%) were not sentenced to prison.³⁶
 - Example: In 2013, of those convicted for Assault with a Dangerous weapon, 1,173 assailants (69%) were not sentenced to prison.³⁷
- **Michigan's prison population consists of 55 inmates aged 17 or younger (.13%), and of that group, 54 inmates are incarcerated for committing violent felonies.³⁸**

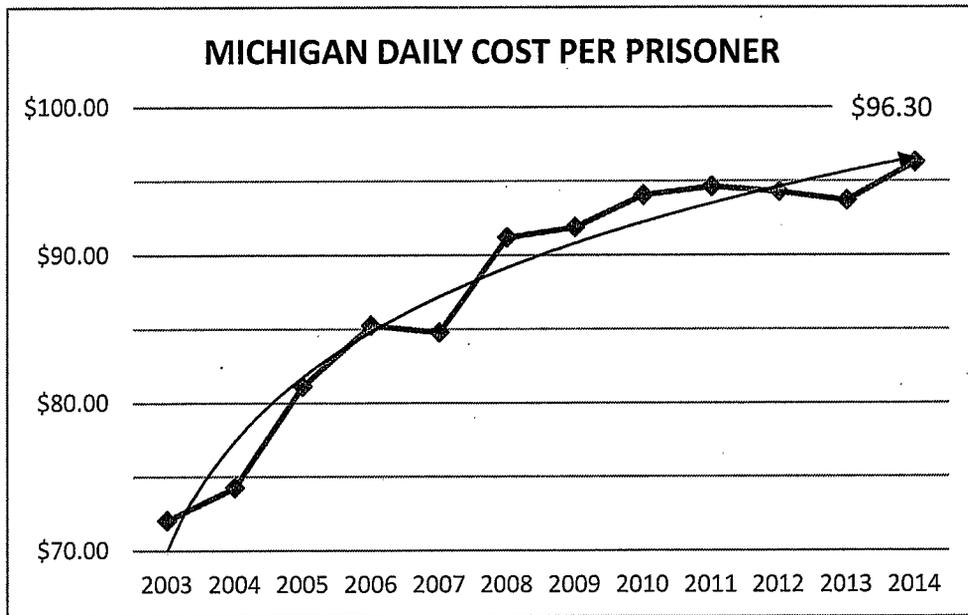
4) THE CHALLENGE OF MDOC OPERATING EXPENSES

"To realize savings in the Corrections budget, any strategies undertaken must address the cost drivers of employee demographics and prisoner health care expenses." State Notes – Topics of Legislative Interest, Fall 2014: An Assessment of the Principal Cost Growth in the Michigan Department of Corrections, by John Maxwell, Fiscal Analyst

- **MDOC – Costs of Incarceration** - In 2014, the State of Michigan allocated approximately \$2.0 billion to fund the MDOC to provide for the custody and care of incarcerated felons and maintain oversight and supervision of parolees and felony probationers. Approximately 80% of the \$2.0 billion MDOC budget is related to the costs of incarceration.³⁹
- **Problem** – Despite a 15% reduction in the prison population and a 20% reduction in full-time employees since 2006, the MDOC budget remained flat during that same time period due mainly to increased prison health care costs and employee economic costs.⁴⁰



- **Negative Trend - In 2014, MDOC calculated the daily cost to incarcerate an inmate at \$96.30. This equates to an annual cost of \$35,149. The State of Michigan's website shows a large, red "thumbs down" for this increasing cost listed on its Public Safety Dashboard.**⁴¹



Source: Open Michigan, <http://www.michigan.gov/openmichigan> [MI Dashboards - Public Safety]

- **Michigan's cost per prisoner per day has increased by 33.6% since 2003.**⁴²
- **MDOC spending is 20% of the general fund budget, up from 5% in 1983.**⁴³

(A) Health Care Costs - In 2013, the largest percentage (14.5%) of expenditures and encumbrances in the MDOC budget was for health care/clinical expenses.⁴⁴

MIDWEST PRISON HEALTH CARE SPENDING⁴⁵

STATE	2011 COST PER INMATE	POTENTIAL ANNUAL SAVINGS
Michigan	\$7,485	
Illinois	\$3,051	\$190.2 million in savings
Indiana	\$3,858	\$155.6 million in savings
Ohio	\$5,755	\$74.2 million in savings
Wisconsin	\$7,080	\$17.4 million in savings
Iowa	\$4,310	\$136.2 million in savings
Kansas	\$5,243	\$96.2 million in savings
Minnesota	\$6,937	\$23.5 million in savings
Missouri	\$4,674	\$120.6 million in savings
Nebraska	\$7,110	\$16.1 million in savings
North Dakota	\$5,201	\$98.0 million in savings
South Dakota	\$5,026	\$105.5 million in savings
Midwest Average	\$5,477	\$86.2 million in savings

Source: State Prison Health Care Spending; A report from The Pew Charitable Trusts and the John D. and Catherine T. MacArthur Foundation, July 2014.



- **In 2011, if Michigan had spent the Midwest Average for health care costs for its 42,904 prisoners it would have saved approximately \$86.2 million.**
- **Positive Trend - Health Care Spending** – Since 2011, Michigan’s annual health care cost per inmate has decreased from \$7,485 to approximately \$6,450 in 2014.⁴⁶ This reduction resulted in a savings of approximately \$45.2 million in 2014.

(B) Supervision Costs - Parole vs. Probation - In 2013, the average number of felony probationers supervised by the Michigan Department of Corrections (47,526) was more than 3 times the average number of parolees supervised (14,521).⁴⁷

- In 2013, approximately 50% of those inmates sentenced to prison were incarcerated for violating their parole or probation.⁴⁸
- The Council of State Governments reports that between 2005 and 2012 the funding for programming and re-entry services designed to reduce recidivism among parolees increased from \$33 million to \$96 million.⁴⁹ MDOC now invests approximately 4 times more per individual to provide programming and re-entry services for parolees than the state spends on rehabilitative services for probationers.⁵⁰ Corresponding to the implementation of new strategies targeting parolees, the re-arrest rates for parolees declined by 20% from 2008 to 2011 while the re-arrest rates for probationers remained unchanged.⁵¹
- **Positive Trend – Parole Supervision** – In 2013, the ratio of parolees to residents supervised in Michigan was 10% lower than the national average and the number of parolees revoked and sentenced to prison has recently trended downward.⁵²
- **Negative Trend – Probation Supervision** – In 2013, the ratio of felony probationers to residents supervised in Michigan was 56% higher than the national average and the number of probationers revoked and sentenced to prison has recently trended upward.⁵³
- The Council of State Governments reports that, as of 2012, the average length of prison time an inmate served in Michigan past their minimum sentence had been reduced from 40% to 25%, which results in a projected annual savings of \$200 million.⁵⁴

(C) Number of Prisons – Since 2005, Michigan has closed 11 correctional facilities and 11 prison camps. However, the MDOC still operates 31 different State prisons - the vast majority housing less than 1,500 inmates.⁵⁵



5) CONCLUSIONS AND RECOMMENDATIONS

1. **Public Safety** – Michigan has a serious public safety problem. We have the highest violent crime rate of any State in the Midwest, the lowest ratio of law enforcement personnel to residents in the region and one of the worst violent crime and murder clearance rates in the nation.
 - ✓ **Reinvest Resources** – What works? Expand Michigan’s Smart Justice plan and Governor Rick Snyder’s “Secure Cities Partnership” in its current locations and introduce it to other high crime areas across the State. This evidence-based approach adds resources to targeted violent crime areas, including sorely needed law enforcement personnel, and uses data to evaluate law enforcement, criminal justice reform and crime prevention initiatives with assistance from all levels of government.
2. **Michigan Department of Corrections** – Not a runaway budget. However, since 2006, the Michigan Department of Corrections budget has remained flat despite a 15% reduction in the prison population, a 20% reduction in full-time employees, and the closing of numerous prisons and camp facilities.
 - ✓ **Reduce Costs** - Michigan has made progress in attempting to contain the costs associated with its corrections system. Still, if Michigan’s costs were comparable to selected States in the Midwest region, millions of dollars would be available for more police, more prevention services, more education and a better Michigan.
3. **Probation and Parole Supervision** – Reform? Yes. Endanger public safety? No. In 2013, the Michigan Department of Corrections supervised three times more felony probationers than parolees with significantly different results. Re-arrest rates for parolees have recently declined by 20% while the re-arrest rates for felony probationers have remained unchanged. Additionally, the number of felony probationers revoked and sent to prison trended upward while the number of felony parolees revoked and sent to prison trended downward.
 - ✓ **Reduce Recidivism** – Michigan needs to invest more in programming for felony probationers similar to the funding allocated for re-entry programming for parolees. More intensive supervision programs, such as ‘Swift and Sure,’ and other evidence-based services should be expanded to reduce recidivism in this area.
4. **Adopt Evidence-Based Cost Analysis** – Let’s look at the whole picture. Michigan needs to commission an evidence-based, cost comparison study which analyzes all cost factors and makes formal cost cutting recommendations which do not endanger public safety.
 - ✓ **Comprehensive Study** - This study should include determining whether Michigan’s regional prison concept is a fiscally responsible mode of operation and include a serious review and cost-comparison of MDOC incarceration and administrative costs.



The Prosecuting Attorneys Association of Michigan prepared this report as part of our ongoing effort to provide relevant data regarding our criminal justice system. This report should assist in facilitating an open and honest discussion about our prisons, violent crime and public safety. We believe the success and future growth of Michigan is dependent upon businesses, families and individuals considering Michigan to be a safe place to live and work. Accordingly, any changes to our criminal justice system must first be viewed in the context of how they impact public safety. We oppose any changes that would release violent and career criminals onto our streets. We do, however, look forward to working with all interested stakeholders and support changes that positively impact our State's progress and improve public safety.

¹ State Budget Office, FY 2014 Executive Budget, <http://www.michigan.gov/budget>

² Michigan Constitution 1969, Article I, Section 1 (emphasis added).

³ U.S. Department of Justice – Federal Bureau of Investigation, Uniform Crime Reports, <http://www.fbi.gov/about-us/cjis/ucr/ucr> [Crime Stats for 2013 – Violent Crime – Table 4].

⁴ *Id.*

⁵ *Id.*

⁶ *Id.*

⁷ U.S. Department of Justice – Federal Bureau of Investigation, Uniform Crime Reports, <http://www.fbi.gov/about-us/cjis/ucr/ucr> [Crime Stats for 2013 – Police Employee Data – Table 77].

⁸ *Id.*

⁹ Michigan Commission on Law Enforcement Standards, Law Enforcement Population Trends – January 2015, <http://www.michigan.gov/mcoles> [Monthly Snapshot of Law Enforcement Officer Positions].

¹⁰ *Id.*

¹¹ U.S. Department of Justice – Federal Bureau of Investigation, Uniform Crime Reports, <http://www.fbi.gov/about-us/cjis/ucr/ucr> [Crime Stats for 2000, 2007 and 2013 – Police Employee Data – Table 78].

¹² *Id.*

¹³ *Id.* at [Crime Stats for 2000, 2007 and 2010 – Police Employee Data – Table 78].

¹⁴ *Id.* at [Crime Stats for 2000, 2007 and 2013 – Police Employee Data – Table 78].

¹⁵ U.S. Department of Justice – Federal Bureau of Investigation, Uniform Crime Reports, <http://www.fbi.gov/about-us/cjis/ucr/ucr> [Crime Stats for 2013 – Violent Crime – Table 4 and Table 8].

¹⁶ Gus Burns, Saginaw Remains Most Violent City in America Despite Overall Crime Drop, *Saginaw Daily News*, September 14, 2010 [Available at http://blog.mlive.com/saginawnews_impact/print.html?entry=/2010/02/Saginaw_violent_crime_down_ned.html].

¹⁷ Mark Tower, Gov. Snyder: Saginaw violent crime down 26 percent, “We’re going to stay committed,” MLIVE, January 20, 2015 [Available at www.mlive.com/news/Saginaw/index.ssf/2015/01/gov_rick_snyder_saginaw_violent.html].

¹⁸ Most dangerous cities in the United States in 2015: FBI [Available at <http://www.examiner.com/article/most-dangerous-cities-the-united-states-2015-fbi>].

¹⁹ Crime in America 2015: Top 10 Most Dangerous Cities over 200,000, Law Street – Law for Policy for Our Generation [Available at <http://lawstreetmedia.com/crime-america-2015-top-10-dangerous-cities-200000>].

²⁰ *Id.*

²¹ U.S. Department of Justice – Federal Bureau of Investigation, Uniform Crime Reports, <http://www.fbi.gov/about-us/cjis/ucr/ucr> [Crime Stats for 2013 – Clearances – National Data].

²² *Id.*

²³ Thomas Hargrove, How many unsolved murders are there? It’s greater than the population of Des Moines, *Scripps News*, January 15, 2015 [Available at <http://www.newsnet5.com/decodedc/>].

²⁴ *Id.* and Rex Hall Jr. Reducing Backlog of Unsolved Murders: A Focus for New President of State’s Prosecuting Attorney’s Association; MLIVE, December 31, 2014 [Available at www.mlive.com/news/Kalamazoo/index.ssf/2014/12/reducing_backlog_of_state's_uns].

²⁵ Michigan Department of Corrections, 2013 Statistical Report. [A1 – 2013 Criminal Court Dispositions at A-4; B6 – Commitments by Type at B-51].

²⁶ *Id.*

²⁷ Michigan Department of Corrections, 2013 Statistical Report. [A – Statewide Prison Commitment Rates at A-2].

²⁸ United States Department of Justice, Bureau of Justice Statistics, Revised September 30, 2014.

²⁹ Michigan Department of Corrections, 2013 Statistical Report. [C1 – 2013 Total Prisoner Population – All Offenses at C-14 thru C-35].

³⁰ Michigan Department of Corrections, 2013 Statistical Report. [A1b – 2013 Criminal Court Dispositions – Drug Offenses at A-8].

³¹ Michigan Department of Corrections, 2013 Statistical Report. [C1b – 2013 Total Prisoner Population – Drug Offenses at C-47].

³² Michigan Department of Corrections, 2013 Statistical Report. [C1c – 2013 Total Prisoner Population – Assaultive Offenses at C-49].

³³ *Id.* at C-49 thru C-59.

³⁴ *Id.*



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- ³⁵ *Id.*
- ³⁶ Michigan Department of Corrections, 2013 Statistical Report. [A2c – 2013 Criminal Court Dispositions – Assaultive Offense at A-78]
- ³⁷ *Id.* at A-77.
- ³⁸ *Id.* MDOC e-mail response to request by PAAM.
- ³⁹ State Budget Office, FY 2014 Executive Budget [Available at <http://www.michigan.gov/budget>].
- ⁴⁰ State Notes – Topics of Legislative Interest, Fall 2014: An Assessment of the Principal Cost Growth in the Michigan Department of Corrections, by John Maxwell, Fiscal Analyst.
- ⁴¹ Michigan.gov, Open Michigan, MI Dashboard [Available at <https://midashboard.michigan.gov/stat/goals>].
- ⁴² *Id.*
- ⁴³ State Budget Office, FY 1983 Budget and FY 2014 Budget.
- ⁴⁴ *Id.*
- ⁴⁵ State Prison Health Care Spending: A Report from the Pew Charitable Trusts and the John D. and Catherine T. MacArthur Foundation, July 2014
- ⁴⁶ *Id.*
- ⁴⁷ Michigan Department of Corrections, 2013 Statistical Report. [E - Probation and Parole Supervision at E5 and E6]
- ⁴⁸ Michigan Department of Corrections, 2013 Statistical Report. [B6-- Commitments by Type at B-51].
- ⁴⁹ Council of State Governments Justice Center, Applying a Justice Reinvestment Approach to Improve Michigan’s Sentencing System – May 2014 at pg 14.
- ⁵⁰ *Id.* at pg 16.
- ⁵¹ *Id.* at pg 14.
- ⁵² *Id.* at pg 15 and National Institute of Corrections, Corrections Statistics by State [Available at <http://nicic.gov/statestats/>].
- ⁵³ *Id.* at pg 15 and National Institute of Corrections, Corrections Statistics by State [Available at <http://nicic.gov/statestats/>].
- ⁵⁴ *Id.* at pg 10.
- ⁵⁵ Michigan Department of Corrections, 2013 Statistical Report. [Prisoner Population C at C-3].



As passed
by the
House

SUBSTITUTE FOR
HOUSE BILL NO. 4138

A bill to amend 1953 PA 232, entitled
"Corrections code of 1953,"
by amending sections 11a, 20g, 33, 33e, and 35 (MCL 791.211a,
791.220g, 791.233, 791.233e, and 791.235), section 11a as amended
by 1998 PA 204, section 20g as amended by 2000 PA 211, section 33
as amended by 1998 PA 320, section 33e as added by 1992 PA 181, and
section 35 as amended by 2012 PA 24, and by adding section 1b.

THE PEOPLE OF THE STATE OF MICHIGAN ENACT:

1 SEC. 1B. AS USED IN THIS ACT:

2 (A) "BOARD" OR "PAROLE BOARD" MEANS THE PAROLE BOARD
3 ESTABLISHED IN SECTION 31A.

4 (B) "DEPARTMENT" MEANS THE DEPARTMENT OF CORRECTIONS.

5 Sec. 11a. (1) The director of ~~corrections~~ THE DEPARTMENT may
6 enter into contracts on behalf of this state as the director

1 considers appropriate to implement the participation of this state
2 in the interstate corrections compact ~~pursuant to article III of~~
3 **ENTERED INTO UNDER 1994 PA 92, MCL 3.981 TO 3.984, UNDER SECTION 3**
4 **OF** the interstate corrections compact, 1994 PA 92, MCL 3.983. The
5 contracts may authorize confinement of prisoners in, or transfer of
6 prisoners from, correctional facilities under the jurisdiction of
7 the department of corrections. A contract shall not authorize the
8 confinement of a prisoner who is in the custody of the department
9 in an institution of a state other than a state that is a party to
10 the interstate corrections compact. When transferring prisoners to
11 institutions of other states under this section, the director shall
12 endeavor to ensure that the transfers do not disproportionately
13 affect groups of prisoners according to race, religion, color,
14 creed, or national origin.

15 (2) The director of ~~corrections~~ **THE DEPARTMENT** shall first
16 determine, on the basis of an inspection made by his or her
17 direction, that an institution of another state is a suitable place
18 for confinement of prisoners committed to his or her custody before
19 entering into a contract permitting that confinement, and shall, at
20 least annually, redetermine the suitability of that confinement. In
21 determining the suitability of an institution of another state, the
22 director shall determine that the institution maintains standards
23 of care and discipline not incompatible with those of this state
24 and that all inmates confined in that institution are treated
25 equitably, regardless of race, religion, color, creed, or national
26 origin.

27 (3) In considering transfers of prisoners out-of-state

1 ~~pursuant to~~ UNDER the interstate corrections compact ~~due to~~ ENTERED
2 INTO UNDER 1994 PA 92, MCL 3.981 TO 3.984, BECAUSE OF bed space
3 needs, the department shall do all of the following:

4 (a) Consider first prisoners who volunteer to transfer as long
5 as IF they meet the eligibility criteria for such THE transfer.

6 (b) Provide law library materials including Michigan Compiled
7 Laws, Michigan state and federal cases, and U.S. sixth circuit
8 court OF APPEALS cases.

9 (c) Not transfer a prisoner who has a significant medical or
10 mental health need.

11 (d) Use objective criteria in determining which prisoners to
12 transfer.

13 (4) Unless a prisoner consents in writing, a prisoner
14 transferred under the interstate corrections compact ~~due to~~ BECAUSE
15 OF bed space needs shall not be confined in another state for more
16 than 1 year.

17 (5) A prisoner who is transferred to an institution of another
18 state under this section shall receive all of the following while
19 in the receiving state:

20 (a) Mail services and access to the court.

21 (b) Visiting and telephone privileges.

22 (c) Occupational and vocational programs such as GED-ABE and
23 appropriate vocational programs for his or her level of custody.

24 (d) Programs such as substance abuse USE programs, sex
25 offender programs, and life skills development.

26 (E) HIGH SCHOOL EQUIVALENCY TRAINING AND CERTIFICATION.

27 (F) ~~(e)~~ Routine and emergency health care, dental care, and

1 mental health services.

2 (6) ~~One year after April 13, 1994 and annually after that~~
3 ~~date,~~ **BY APRIL 13 OF EACH YEAR**, the department shall report all of
4 the following to the senate and house committees responsible for
5 legislation concerning corrections and to the appropriations
6 subcommittees on corrections:

7 (a) The number of prisoners transferred to or from
8 correctional facilities in this state ~~pursuant to~~ **UNDER** the
9 interstate corrections compact **ENTERED INTO UNDER 1994 PA 92, MCL**
10 **3.981 TO 3.984**.

11 (b) The cost to the state of the transfers described in
12 subdivision (a).

13 (c) The reasons for the transfers described in subdivision
14 (a).

15 Sec. 20g. (1) The department may establish a youth
16 correctional facility ~~which~~ **THAT** shall house only prisoners
17 committed to the jurisdiction of the department who are 19 years of
18 age or less. If the department establishes or contracts with a
19 private vendor for the operation of a youth correctional facility,
20 following intake processing in a department operated facility, the
21 department shall house all male prisoners who are 16 years of age
22 or less at the youth correctional facility unless the department
23 determines that the prisoner should be housed at a different
24 facility for reasons of security, safety, or because of the
25 prisoner's specialized physical or mental health care needs.

26 (2) Except as provided in subsection (3), a prisoner who is 16
27 years of age or less and housed at a youth correctional facility

1 ESTABLISHED UNDER SUBSECTION (1) shall only be placed in a general
2 population housing unit with prisoners who are 16 years of age or
3 less.

4 (3) A prisoner who becomes 17 years of age while being housed
5 at a youth correctional facility ESTABLISHED UNDER SUBSECTION (1)
6 and who has a satisfactory prison record may remain in a general
7 population housing unit for no more than 1 year with prisoners who
8 are 16 years of age or less.

9 (4) Except as provided in subsection (3), a prisoner who is 16
10 years of age or less and housed at a youth correctional facility
11 ESTABLISHED UNDER SUBSECTION (1) shall not be allowed to be in the
12 proximity of a prisoner who is 17 years of age or more without the
13 presence and direct supervision of custody personnel in the
14 immediate vicinity.

15 (5) The department may establish and operate the youth
16 correctional facility UNDER SUBSECTION (1) or may contract on
17 behalf of the state with a private vendor for the construction or
18 operation, or both, of the youth correctional facility. If the
19 department contracts with a private vendor to construct,
20 rehabilitate, develop, renovate, or operate any existing or
21 anticipated facility pursuant to UNDER this section, the department
22 shall require a written certification from the private vendor
23 regarding all of the following:

24 (a) If practicable to efficiently and effectively complete the
25 project, the private vendor shall follow a competitive bid process
26 for the construction, rehabilitation, development, or renovation of
27 the facility, and this process shall be open to all Michigan

1 residents and firms. The private vendor shall not discriminate
2 against any contractor on the basis of its affiliation or
3 nonaffiliation with any collective bargaining organization.

4 (b) The private vendor shall make a good faith effort to
5 employ, if qualified, Michigan residents at the facility.

6 (c) The private vendor shall make a good faith effort to
7 employ or contract with Michigan residents and firms to construct,
8 rehabilitate, develop, or renovate the facility.

9 (6) If the department contracts with a private vendor for the
10 operation of the youth correctional facility **UNDER SUBSECTION (5)**,
11 the department shall require by contract that the personnel
12 employed by the private vendor in the operation of the facility be
13 certified as correctional officers to the same extent as would be
14 required if those personnel were employed in a correctional
15 facility operated by the department. The department ~~also~~ shall **ALSO**
16 require by contract that the private vendor meet requirements
17 specified by the department regarding security, protection of the
18 public, inspections by the department, programming, liability and
19 insurance, conditions of confinement, educational services required
20 under subsection (11), and any other issues the department
21 considers necessary for the operation of the youth correctional
22 facility. The department shall also require that the contract
23 include provisions to protect the public's interest if the private
24 vendor defaults on the contract. Before finalizing a contract with
25 a private vendor for the construction or operation of the youth
26 correctional facility **UNDER SUBSECTION (5)**, the department shall
27 submit the proposed contract to the standing committees of the

1 senate and the house of representatives having jurisdiction of
2 corrections issues, the corrections subcommittees of the standing
3 committees on appropriations of the senate and the house of
4 representatives, and, with regard to proposed construction
5 contracts, the joint committee on capital outlay. A contract
6 between the department and a private vendor for the construction or
7 operation of the youth correctional facility ~~shall be~~ IS contingent
8 upon appropriation of the required funding. If the department
9 contracts with a private vendor under this section, the selection
10 of that private vendor shall be by open, competitive bid.

11 (7) The department shall not site a youth correctional
12 facility under this section in a city, village, or township unless
13 the local legislative body of that city, village, or township
14 adopts a resolution approving the location.

15 (8) A private vendor operating a youth correctional facility
16 under a contract under this section shall not do any of the
17 following, unless directed to do so by the department policy:

18 (a) Calculate inmate release and parole eligibility dates.

19 (b) Award good time or disciplinary credits, or impose
20 disciplinary time.

21 (c) Approve inmates for extensions of limits of confinement.

22 (9) The youth correctional facility shall be open to visits
23 during all business hours, and during nonbusiness hours unless an
24 emergency prevents it, by any elected state senator or state
25 representative.

26 (10) Once each year, the department shall report on the
27 operation of the facility. ~~Copies of~~ THE DEPARTMENT SHALL SUBMIT

1 the report ~~shall be submitted~~ to the chairpersons of the house and
2 senate committees responsible for legislation on corrections or
3 judicial issues, and to the clerk of the house of representatives
4 and the secretary of the senate.

5 (11) Regardless of whether the department itself operates the
6 youth correctional facility **ESTABLISHED UNDER SUBSECTION (1)** or
7 contracts with a private vendor to operate the youth correctional
8 facility **UNDER SUBSECTION (5)**, all of the following educational
9 services shall be provided for juvenile prisoners housed at the
10 facility who have not earned a high school diploma or received a
11 general education certificate (GED):

12 (a) The department or private vendor shall require that a
13 prisoner whose academic achievement level is not sufficient to
14 allow the prisoner to participate effectively in a program leading
15 to the attainment of a ~~GED certificate~~ ~~participate in classes that~~
16 ~~will prepare him or her to participate effectively in the GED~~
17 ~~program,~~ **HIGH SCHOOL EQUIVALENCY CERTIFICATION**, and shall provide
18 those classes in the facility.

19 (b) The department or private vendor shall require that a
20 prisoner who successfully completes classes described in
21 subdivision (a), or whose academic achievement level is otherwise
22 sufficient, participate in classes leading to the attainment of a
23 ~~GED certificate,~~ **HIGH SCHOOL EQUIVALENCY CERTIFICATION**, and shall
24 provide those classes.

25 (12) Neither the department nor the private vendor shall seek
26 to have the youth correctional facility authorized as a public
27 school academy under the revised school code, 1976 PA 451, MCL

1 380.1 to 380.1852.

2 (13) A private vendor that operates the youth correctional
3 facility under a contract with the department shall provide written
4 notice of its intention to discontinue its operation of the
5 facility. This subsection does not authorize or limit liability for
6 a breach or default of contract. If the reason for the
7 discontinuance is that the private vendor intends not to renew the
8 contract, the notice shall be delivered to the director of the
9 department at least 1 year before the contract expiration date. If
10 the discontinuance is for any other reason, the notice shall be
11 delivered to the director of the department at least 6 months
12 before the date ~~on which~~ **THAT** the private vendor will discontinue
13 its operation of the facility. This subsection does not authorize
14 or limit liability for a breach or default of contract.

15 Sec. 33. (1) The grant of a parole is subject to all of the
16 following:

17 (a) A prisoner shall not be given liberty on parole until the
18 board has reasonable assurance, after consideration of all of the
19 facts and circumstances, including the prisoner's mental and social
20 attitude, that the prisoner will not become a menace to society or
21 to the public safety.

22 (b) Except as provided in section 34a, a parole shall not be
23 granted to a prisoner other than a prisoner subject to disciplinary
24 time until the prisoner has served the minimum term imposed by the
25 court less allowances for good time or special good time to which
26 the prisoner may be entitled by statute, except that a prisoner
27 other than a prisoner subject to disciplinary time is eligible for

1 parole before the expiration of his or her minimum term of
2 imprisonment ~~whenever~~ ~~IF~~ the sentencing judge, or the judge's
3 successor in office, gives written approval of the parole of the
4 prisoner before the expiration of the minimum term of imprisonment.

5 (c) Except as provided in section 34a, and notwithstanding the
6 ~~provisions of~~ subdivision (b), a parole shall not be granted to a
7 prisoner other than a prisoner subject to disciplinary time
8 sentenced for the commission of a crime described in section 33b(a)
9 to (cc) until the prisoner has served the minimum term imposed by
10 the court less an allowance for disciplinary credits as provided in
11 section 33(5) of 1893 PA 118, MCL 800.33. A prisoner described in
12 this subdivision is not eligible for special parole.

13 (d) Except as provided in section 34a, a parole shall not be
14 granted to a prisoner subject to disciplinary time until the
15 prisoner has served the minimum term imposed by the court.

16 (e) A prisoner shall not be released on parole until the
17 parole board has satisfactory evidence that arrangements have been
18 made for such honorable and useful employment as the prisoner is
19 capable of performing, for the prisoner's education, or for the
20 prisoner's care if the prisoner is mentally or physically ill or
21 incapacitated.

22 (f) A prisoner whose minimum term of imprisonment is 2 years
23 or more shall not be released on parole unless he or she has either
24 earned a high school diploma or ~~earned its equivalent in the form~~
25 ~~of a general education development (GED)~~ **A HIGH SCHOOL EQUIVALENCY**
26 certificate. The director of the department may waive the
27 restriction imposed by this subdivision ~~as to any~~ **FOR A** prisoner

1 who is over the age of 65 or who was gainfully employed immediately
2 before committing the crime for which he or she was incarcerated.
3 The department of corrections may also waive the restriction
4 imposed by this subdivision ~~as to any~~ **FOR A** prisoner who has a
5 learning disability, who does not have the necessary proficiency in
6 English, or who for some other reason that is not the fault of the
7 prisoner is unable to successfully complete the requirements for a
8 high school diploma or a ~~general education development~~ **HIGH SCHOOL**
9 **EQUIVALENCY** certificate. If the prisoner does not have the
10 necessary proficiency in English, the department of corrections
11 shall provide English language training for that prisoner necessary
12 for the prisoner to begin working toward the completion of the
13 requirements for a ~~general education development~~ **HIGH SCHOOL**
14 **EQUIVALENCY** certificate. This subdivision applies to prisoners
15 sentenced for crimes committed after December 15, 1998. In
16 providing an educational program leading to a high school degree or
17 ~~general education development~~ **HIGH SCHOOL EQUIVALENCY** certificate,
18 the department shall give priority to prisoners sentenced for
19 crimes committed on or before December 15, 1998.

20 (2) Paroles-in-custody to answer warrants filed by local or
21 out-of-state agencies, or immigration officials, are permissible if
22 an accredited agent of the agency filing the warrant calls for the
23 prisoner to be paroled in custody.

24 (3) ~~Pursuant to~~ **UNDER** the administrative procedures act of
25 1969, 1969 PA 306, MCL 24.201 to 24.328, the parole board may
26 promulgate rules not inconsistent with this act with respect to
27 conditions to be imposed upon prisoners paroled under this act.

1 Sec. 33e. (1) The department shall develop parole guidelines
2 that are consistent with section 33(1)(a) ~~and that shall TO~~ govern
3 the exercise of the parole board's discretion ~~pursuant to~~ **UNDER**
4 sections 34 and 35 as to the release of prisoners on parole under
5 this act. The purpose of the parole guidelines ~~shall be~~ **IS** to
6 assist the parole board in making release decisions that enhance
7 the public safety.

8 (2) In developing the parole guidelines, the department shall
9 consider factors including, but not limited to, the following:

10 (a) The offense for which the prisoner is incarcerated at the
11 time of parole consideration.

12 (b) The prisoner's institutional program performance.

13 (c) The prisoner's institutional conduct.

14 (d) The prisoner's prior criminal record. As used in this
15 subdivision, "prior criminal record" means the recorded criminal
16 history of a prisoner, including all misdemeanor and felony
17 convictions, probation violations, juvenile adjudications for acts
18 that would have been crimes if committed by an adult, parole
19 failures, and delayed sentences.

20 (e) Other relevant factors as determined by the department, if
21 not otherwise prohibited by law.

22 (3) In developing the parole guidelines, the department may
23 consider both of the following factors:

24 (a) The prisoner's statistical risk screening.

25 (b) The prisoner's age.

26 (4) The department shall ensure that the parole guidelines do
27 not create disparities in release decisions based on race, color,

1 national origin, gender, religion, or disability.

2 (5) The department shall promulgate rules pursuant to ~~UNDER~~
3 the administrative procedures act of 1969, Act No. ~~306~~ of the
4 Public Acts of 1969, being sections ~~24.201 to 24.328~~ of the
5 Michigan Compiled Laws, which shall ~~1969 PA 306, MCL 24.201 TO~~
6 ~~24.328, THAT~~ prescribe the parole guidelines. ~~The department shall~~
7 ~~submit the proposed rules to the joint committee on administrative~~
8 ~~rules not later than April 1, 1994. Until the rules take effect,~~
9 ~~the director shall require that the parole guidelines be considered~~
10 ~~by the parole board in making release decisions. After the rules~~
11 ~~take effect, the director shall require that the parole board~~
12 ~~follow the parole guidelines.~~

13 (6) The parole board may depart from the parole guidelines by
14 denying parole to a prisoner who has a high probability of parole
15 as determined under the parole guidelines or by granting parole to
16 a prisoner who has a low probability of parole as determined under
17 the parole guidelines. A departure under this subsection shall be
18 for substantial and compelling reasons stated in writing. The
19 parole board shall not use a prisoner's gender, race, ethnicity,
20 alienage, national origin, or religion to depart from the
21 recommended parole guidelines.

22 (7) IN ORDER TO FACILITATE THE EFFICIENT ADMINISTRATION OF THE
23 DEPARTMENT AND NOT TO CREATE A LIBERTY INTEREST IN OR EXPECTATION
24 OF PAROLE, IT IS PRESUMED THAT A PRISONER WHO SCORES HIGH
25 PROBABILITY OF PAROLE ON THE PAROLE GUIDELINES, EXCEPT FOR A
26 PRISONER SERVING A LIFE SENTENCE, IS NOT A MENACE TO SOCIETY OR THE
27 PUBLIC SAFETY AND SHALL BE RELEASED UPON SERVING THE MINIMUM

1 SENTENCE IMPOSED BY THE COURT. SUBSTANTIAL AND COMPELLING REASONS
2 FOR A DEPARTURE FROM THE PAROLE GUIDELINES FOR A PRISONER WITH A
3 HIGH PROBABILITY OF PAROLE ARE LIMITED TO THE FOLLOWING
4 CIRCUMSTANCES:

5 (A) THE PRISONER HAS AN INSTITUTIONAL CONDUCT SCORE LOWER THAN
6 -1 ON THE PAROLE GUIDELINES.

7 (B) THERE IS OBJECTIVE AND VERIFIED EVIDENCE OF SUBSTANTIAL
8 HARM TO A VICTIM THAT COULD NOT HAVE BEEN AVAILABLE FOR
9 CONSIDERATION AT THE TIME OF SENTENCING, OR THE PRISONER HAS
10 THREATENED TO HARM ANOTHER PERSON IF RELEASED.

11 (C) THE PRISONER HAS A PENDING FELONY CHARGE OR DETAINER.

12 (D) THERE IS OBJECTIVE AND VERIFIED EVIDENCE OF POST-
13 SENTENCING CONDUCT, NOT ALREADY SCORED IN THE PAROLE GUIDELINES,
14 THAT DEMONSTRATES THAT THE PRISONER WOULD PRESENT A HIGH RISK TO
15 PUBLIC SAFETY IF PAROLED.

16 (E) THE PRISONER HAS BEEN IDENTIFIED IN THE FEDERAL COMBINED
17 DNA INDEX SYSTEM (CODIS) AND LINKED TO AN UNSOLVED CRIMINAL
18 VIOLATION. THE PAROLE BOARD MAY DENY A PRISONER'S RELEASE ON PAROLE
19 BEYOND THE SERVICE OF HIS OR HER MINIMUM SENTENCE FOR NOT MORE THAN
20 18 MONTHS FROM THE DATE THE PRISONER WAS IDENTIFIED THROUGH CODIS.

21 (F) THE RELEASE OF THE PRISONER IS OTHERWISE BARRED BY LAW.

22 (G) THE PAROLE BOARD MAY DEFER RELEASE UPON THE SERVICE OF THE
23 PRISONER'S MINIMUM SENTENCE UNDER SUBSECTION (7) FOR NOT MORE THAN
24 4 MONTHS TO ALLOW THE PRISONER TO COMPLETE A TREATMENT PROGRAM THAT
25 IS REASONABLY NECESSARY TO REDUCE THE RISK TO PUBLIC SAFETY FROM
26 THE PRISONER'S RELEASE.

27 (H) THE PAROLE BOARD SHALL CONDUCT A REVIEW OF A PRISONER,

1 EXCEPT FOR PRISONERS SERVING A LIFE SENTENCE, WHO HAS BEEN DENIED
2 RELEASE AS FOLLOWS:

3 (A) IF THE PRISONER SCORED HIGH OR AVERAGE PROBABILITY OF
4 RELEASE, CONDUCT A REVIEW NOT LESS THAN ANNUALLY.

5 (B) IF THE PRISONER SCORED LOW PROBABILITY OF RELEASE, CONDUCT
6 A REVIEW NOT LESS THAN EVERY 2 YEARS UNTIL A SCORE OF HIGH OR
7 AVERAGE PROBABILITY IS ATTAINED.

8 (10) ~~(7)~~—Not less than once every 2 years, the department
9 shall review the correlation between the implementation of the
10 parole guidelines and the recidivism rate of paroled prisoners, and
11 shall submit to the joint committee on administrative rules AND THE
12 CRIMINAL JUSTICE POLICY COMMISSION CREATED UNDER SECTION 32A OF
13 CHAPTER IX OF THE CODE OF CRIMINAL PROCEDURE, 1927 PA 175, MCL
14 769.32A, any proposed revisions to the administrative rules that
15 the department considers appropriate after conducting the review.

16 (11) BY MARCH 1 OF EACH YEAR, THE DEPARTMENT SHALL REPORT TO
17 THE STANDING COMMITTEES OF THE SENATE AND THE HOUSE OF
18 REPRESENTATIVES HAVING JURISDICTION OF CORRECTIONS ISSUES AND THE
19 CRIMINAL JUSTICE POLICY COMMISSION DESCRIBED IN SUBSECTION (10) ALL
20 OF THE FOLLOWING INFORMATION:

21 (A) THE NUMBER OF PRISONERS SUBJECT TO SUBSECTION (7) WHO WERE
22 GRANTED PAROLE DURING THE PRECEDING CALENDAR YEAR.

23 (B) THE NUMBER OF PRISONERS SUBJECT TO SUBSECTION (7) FOR WHOM
24 PAROLE WAS DEFERRED TO COMPLETE NECESSARY PROGRAMMING DURING THE
25 PRECEDING CALENDAR YEAR.

26 (C) THE NUMBER OF PRISONERS SUBJECT TO SUBSECTION (7) WHO WERE
27 INCARCERATED AT LEAST 4 MONTHS PAST THEIR FIRST PAROLE ELIGIBILITY

1 DATE AS OF DECEMBER 31 OF THE PRECEDING CALENDAR YEAR.

2 (D) THE NUMBER OF PRISONERS SUBJECT TO SUBSECTION (7) WHO WERE
3 DENIED PAROLE FOR A REASON, OR REASONS, UNDER SUBSECTION (7) (A)
4 THROUGH (F), DURING THE PRECEDING CALENDAR YEAR. THIS INFORMATION
5 SHALL BE PROVIDED WITH A BREAKDOWN OF PAROLE DENIALS FOR EACH OF
6 THE FOLLOWING REASONS:

7 (i) THE PRISONER HAD AN INSTITUTIONAL CONDUCT SCORE LOWER THAN
8 -1 ON THE PAROLE GUIDELINES.

9 (ii) THERE WAS OBJECTIVE AND VERIFIED EVIDENCE OF SUBSTANTIAL
10 HARM TO A VICTIM THAT COULD NOT HAVE BEEN AVAILABLE FOR
11 CONSIDERATION AT THE TIME OF THE PRISONER'S SENTENCING.

12 (iii) THE PRISONER HAD A PENDING FELONY CHARGE OR DETAINER.

13 (iv) THERE WAS OBJECTIVE AND VERIFIED EVIDENCE OF POST-
14 SENTENCING CONDUCT, NOT SCORED IN THE PAROLE GUIDELINES, THAT
15 DEMONSTRATED THAT THE PRISONER WOULD PRESENT A HIGH RISK TO PUBLIC
16 SAFETY IF PAROLED.

17 (v) THE PRISONER WAS IDENTIFIED IN THE FEDERAL COMBINED DNA
18 INDEX SYSTEM (CODIS) AND LINKED TO AN UNSOLVED CRIMINAL VIOLATION
19 AND THE PAROLE BOARD DENIED HIS OR HER RELEASE ON PAROLE BEYOND THE
20 SERVICE OF HIS OR HER MINIMUM SENTENCE UNDER SUBSECTION (7) (E).

21 (vi) THE RELEASE OF THE PRISONER WAS OTHERWISE BARRED BY LAW.

22 (E) THE NUMBER OF PRISONERS SUBJECT TO SUBSECTION (7) WHO WERE
23 DENIED PAROLE WHOSE CONTROLLING OFFENSE IS IN EACH OF THE FOLLOWING
24 GROUPS:

25 (i) HOMICIDE.

26 (ii) SEXUAL OFFENSE.

27 (iii) AN ASSAULTIVE OFFENSE OTHER THAN A HOMICIDE OR SEXUAL

1 OFFENSE.

2 (iv) A NONASSAULTIVE OFFENSE.

3 (v) A CONTROLLED SUBSTANCE OFFENSE.

4 (F) OF THE TOTAL NUMBER OF PRISONERS SUBJECT TO SUBSECTION (7)
5 WHO WERE DENIED PAROLE, THE NUMBER WHO WERE SUBJECT TO SUBSECTION
6 (7) FOR THE FOLLOWING TIME PERIODS:

7 (i) LESS THAN ONE YEAR.

8 (ii) ONE YEAR OR MORE BUT LESS THAN 2 YEARS.

9 (iii) TWO YEARS OR MORE BUT LESS THAN 3 YEARS.

10 (iv) THREE YEARS OR MORE BUT LESS THAN 4 YEARS.

11 (v) FOUR OR MORE YEARS.

12 (G) THE DEPARTMENT SHALL IMMEDIATELY ADVISE THE STANDING
13 COMMITTEES OF THE SENATE AND HOUSE OF REPRESENTATIVES HAVING
14 JURISDICTION OF CORRECTIONS ISSUES AND THE CRIMINAL JUSTICE POLICY
15 COMMISSION DESCRIBED IN SUBSECTION (10) OF ANY CHANGES MADE TO THE
16 SCORING OF THE PAROLE GUIDELINES AFTER THE EFFECTIVE DATE OF THE
17 AMENDATORY ACT THAT ADDED THIS SUBDIVISION, INCLUDING A CHANGE IN
18 THE NUMBER OF POINTS THAT DEFINE "HIGH PROBABILITY OF PAROLE".

19 (12) SUBSECTIONS (7) AND (8) AS AMENDED OR ADDED BY THE
20 AMENDATORY ACT THAT ADDED THIS SUBSECTION APPLY ONLY TO PRISONERS
21 WHOSE CONTROLLING OFFENSE WAS COMMITTED ON OR AFTER THE EFFECTIVE
22 DATE OF THE AMENDATORY ACT THAT ADDED THIS SUBSECTION. SUBSECTIONS
23 (7) AND (8) DO NOT APPLY TO A PRISONER SERVING A LIFE SENTENCE,
24 REGARDLESS OF THE DATE OF HIS OR HER CONTROLLING OFFENSE.

25 Sec. 35. (1) The release of a prisoner on parole shall be
26 granted solely upon the initiative of the parole board. THERE IS NO
27 ENTITLEMENT TO PAROLE. The parole board may grant a parole without

1 interviewing the prisoner . ~~However, beginning January 26, 1996,~~
2 ~~the parole board may grant a parole without interviewing the~~
3 ~~prisoner only~~ if, after evaluating the prisoner according to the
4 parole guidelines, the parole board determines that the prisoner
5 has a high probability of being paroled and the parole board
6 therefore intends to parole the prisoner. Except as provided in
7 subsection (2), a prisoner shall not be denied parole without an
8 interview before 1 member of the parole board. The interview shall
9 be conducted at least 1 month before the expiration of the
10 prisoner's minimum sentence less applicable good time and
11 disciplinary credits for a prisoner eligible for good time and
12 disciplinary credits, or at least 1 month before the expiration of
13 the prisoner's minimum sentence for a prisoner subject to
14 disciplinary time. The parole board shall consider any statement
15 made to the parole board by a crime victim under the William Van
16 Regenmorter crime victim's rights act, 1985 PA 87, MCL 780.751 to
17 780.834, or under any other provision of law. The parole board
18 shall not consider any of the following factors in making a parole
19 determination:

20 (a) A juvenile record that a court has ordered the department
21 to expunge.

22 (b) Information that is determined by the parole board to be
23 inaccurate or irrelevant after a challenge and presentation of
24 relevant evidence by a prisoner who has received a notice of intent
25 to conduct an interview as provided in subsection (4). This
26 subdivision applies only to presentence investigation reports
27 prepared before April 1, 1983.

1 (2) ~~Beginning January 26, 1996, if, IF,~~ after evaluating a
2 prisoner according to the parole guidelines, the parole board
3 determines that the prisoner has a low probability of being paroled
4 and the parole board therefore does not intend to parole the
5 prisoner, the parole board is not required to interview the
6 prisoner before denying parole to the prisoner.

7 (3) The parole board may consider but shall not base a
8 determination to deny parole solely on either of the following:

9 (a) A prisoner's marital history.

10 (b) Prior arrests not resulting in conviction or adjudication
11 of delinquency.

12 (4) If an interview is to be conducted, the prisoner shall be
13 sent a notice of intent to conduct an interview at least 1 month
14 before the date of the interview. The notice shall state the
15 specific issues and concerns that shall be discussed at the
16 interview and that may be a basis for a denial of parole. ~~A denial~~
17 ~~of THE PAROLE BOARD SHALL NOT DENY~~ parole shall not be based on
18 reasons other than those stated in the notice of intent to conduct
19 an interview except for good cause stated to the prisoner at or
20 before the interview and in the written explanation required by
21 subsection (12). ~~This subsection does not apply until April 1,~~
22 ~~1983.~~

23 (5) Except for good cause, the parole board member conducting
24 the interview shall not have cast a vote for or against the
25 prisoner's release before conducting the current interview. Before
26 the interview, the parole board member who is to conduct the
27 interview shall review pertinent information relative to the notice

1 of intent to conduct an interview.

2 (6) A prisoner may waive the right to an interview by 1 member
3 of the parole board. The waiver of the right to be interviewed
4 shall be **IN WRITING AND** given not more than 30 days after the
5 notice of intent to conduct an interview is issued. ~~and shall be~~
6 ~~made in writing.~~ During the interview held ~~pursuant to~~ **UNDER** a
7 notice of intent to conduct an interview, the prisoner may be
8 represented by an individual of his or her choice. The
9 representative shall not be another prisoner or an attorney. A
10 prisoner is not entitled to appointed counsel at public expense.
11 The prisoner or representative may present relevant evidence in
12 support of release.

13 (7) At least 90 days before the expiration of the prisoner's
14 minimum sentence less applicable good time and disciplinary credits
15 for a prisoner eligible for good time or disciplinary credits, or
16 at least 90 days before the expiration of the prisoner's minimum
17 sentence for a prisoner subject to disciplinary time, or the
18 expiration of a 12-month continuance for any prisoner, **THE**
19 **APPROPRIATE INSTITUTIONAL STAFF SHALL PREPARE** a parole eligibility
20 report. ~~shall be prepared by appropriate institutional staff.~~ The
21 parole eligibility report ~~shall be~~ **IS** considered pertinent
22 information for purposes of subsection (5). The report ~~shall~~ **MUST**
23 include all of the following:

24 (a) A statement of all major misconduct charges of which the
25 prisoner was found guilty and the punishment served for the
26 misconduct.

27 (b) The prisoner's work and educational record while confined.

1 (c) The results of any physical, mental, or psychiatric
2 examinations of the prisoner that may have been performed.

3 (d) Whether the prisoner fully cooperated with ~~the~~ THIS state
4 by providing complete financial information as required under
5 section 3a of the state correctional facility reimbursement act,
6 1935 PA 253, MCL 800.403a.

7 (e) Whether the prisoner refused to attempt to obtain
8 identification documents under section 34c, if applicable.

9 (f) For a prisoner subject to disciplinary time, a statement
10 of all disciplinary time submitted for the parole board's
11 consideration under section 34 of 1893 PA 118, MCL 800.34.

12 **(G) THE RESULT ON ANY VALIDATED RISK ASSESSMENT INSTRUMENT.**

13 (8) The preparer of the report shall not include a
14 recommendation as to release on parole.

15 (9) Psychological evaluations performed at the request of the
16 parole board to assist it in reaching a decision on the release of
17 a prisoner may be performed by the same person who provided the
18 prisoner with therapeutic treatment, unless a different person is
19 requested by the prisoner or parole board.

20 (10) The parole board may grant a medical parole for a
21 prisoner determined to be physically or mentally incapacitated. A
22 decision to grant a medical parole shall be initiated ~~upon~~ ON the
23 recommendation of the bureau of health care services and shall be
24 reached only after a review of the medical, institutional, and
25 criminal records of the prisoner.

26 (11) The department shall ~~submit~~ FILE a petition to the
27 appropriate court under section 434 of the mental health code, 1974

1 PA 258, MCL 330.1434, for any prisoner being paroled or being
2 released after serving his or her maximum sentence whom the
3 department considers to be a person requiring treatment. The parole
4 board shall require mental health treatment as a special condition
5 of parole for any parolee whom the department has determined to be
6 a person requiring treatment whether or not the petition filed for
7 that prisoner is granted by the court. As used in this subsection,
8 "person requiring treatment" means that term as defined in section
9 401 of the mental health code, 1974 PA 258, MCL 330.1401.

10 (12) When the parole board makes a final determination not to
11 release a prisoner, **THE PAROLE BOARD SHALL PROVIDE** the prisoner
12 ~~shall be provided~~ with a written explanation of the reason for
13 denial and, if appropriate, specific recommendations for corrective
14 action the prisoner may take to facilitate release.

15 (13) This section does not apply to the placement on parole of
16 a person in conjunction with special alternative incarceration
17 under section 34a(7).

18 Enacting section 1. This amendatory act takes effect 90 days
19 after the date it is enacted into law.

NR#2
cc 11/5/15

Resolution in Support Community for a Lifetime

WHEREAS, The State of Michigan has created the opportunity for local municipalities and counties to apply and be recognized as a Community for a Lifetime; and

WHEREAS, it is imperative that the city of Escanaba proactively plan for the aging of the population and assure that senior citizens can maintain a high quality of life in an elder friendly community; and

WHEREAS, many retirees today are healthier and more financially independent, and;

WHEREAS, many retirees today will stay in or relocate to an area that offers a lifestyle more compatible with that which the retiree is seeking, and;

WHEREAS, retirees who relocate bring with them financial resources, life experiences, work skills, time, and talents which become part of the new community, and;

WHEREAS, new retirees create jobs, income, and resources in the community and add to the creation of a strong and stable economy;

BE IT THEREFORE RESOLVED THAT, The City Council accepts and fully supports the City of Escanaba's recognition as a Community for a Lifetime from the Michigan Commission on Services to the Aging, and supports continued efforts to assess, develop, and promote our community as an area in which retirees who live here will want to stay and as a place where other retirees will choose to live.

On _____, 2015 this resolution was moved with support and passed by unanimous vote by Escanaba City Council.

CITY OF ESCANABA

By:
Its:

NB# 3
CC 11/5/15

MEMORANDUM

TO: James O'Toole, City Manager
FROM: William Farrell, City Engineer
DATE: 10/29/15
RE: Recycled Asphalt Bid

The City of Escanaba has been stock piling chunk asphalt for many years at the DPW. Recently we were approached with an offer to sell that pile. Per our policy for selling items, we advertised the sale. The sale was advertised on Craig's List, the City website and social media.

The advertisement went out on 10/12/15 with a sealed bid opening on 10/22/15. Only one response was received. The minimum sale price was \$0.75 per ton, with the stipulation that the material had to go over a certified scale with the City of Escanaba getting all slips. Also loading, transport and cleanup was the responsibility of the bidder and all of these items must be complete in sixty (60) days from notice of award.

After careful review and consideration I am recommending accepting the low bid from Payne and Dolan of Gladstone Michigan for the sale price of \$0.80 per ton. We did not attempt to quantify the total number of tons, but we believe it to be more than 800 tons. The weigh slips from a certified scale will be used to calculate the total sale price of the pile.

(CL) yoopers > for sale > materials - by owner

Posted: about 23 hours ago

Recycled Asphalt (Escanaba)

The City of Escanaba will be accepting sealed bids for our recycled asphalt pile. The City of Escanaba cannot verify the actual amount, to verify the actual amount, please schedule a time to view the piles. The asphalt can be viewed at:

Escanaba Public Works Department
1715 Sheridan Road
Escanaba, MI 49829

[show contact info](#)

Please call DPW to setup a time.

Sealed bids will be accepted at:

City Clerks Office
410 Ludington
P.O. Box 948
Escanaba, MI 49829

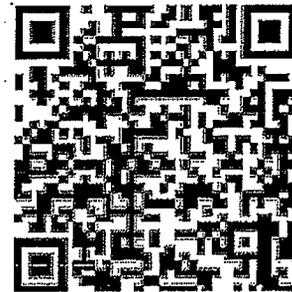
[show contact info](#)

The recycled asphalt must be weighed on a certified scale, with copies of all weigh slips sent to the City of Escanaba and the pile must be moved within sixty (60) days of accepted bid. All loading, transport and cleanup is the responsibility of the successful bidder.

Bids must be received by noon on Thursday October 22, 2015. At that time they will be publicly opened and read aloud. The minimum bid is \$0.75 per ton.

To be considered a valid bid, each bidder must submit his/her NAME, ADDRESS, PHONE NUMBER and BID AMOUNT in a sealed envelope labeled "Recycled Asphalt 2015". Payment must be received within 5 working days of City Council approval of the bid or the City of Escanaba reserves the right to offer the item to the next highest bidder. This item is scheduled to go before Council on November 5, 2015.

- do NOT contact me with unsolicited services or offers





PAYNE & DOLAN
INCORPORATED

October 20, 2015

City of Escanaba
City Clerks Office
410 Ludington
Escanaba, Michigan 49829

RE: Recycled Asphalt 2015

Payne & Dolan, Inc.
801 Clark drive
Gladstone, Michigan 49837

906-428-5111

Bid Amount: \$0.80 per ton

Tom Ritter
Agent

"Equal Opportunity Employer"

Since 1926

www.payneanddolan.com

Waukesha, WI 53187
P.O. Box 781
N3W23650 Badinger Road
262-524-1700 Fax: 262-524-1845

Antioch, IL 60002
28327 Route 173
847-838-3700 Fax: 847-838-6300

Gladstone, MI 49837
P.O. Box 351
801 Clark Drive
906-428-1008 Fax: 906-428-2823



NB# 4
CC 11/5/15

Escanaba Public Safety

Director Kenneth A. Vanderlinden

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

MEMORANDUM

TO: James V. O'Toole, Escanaba City Manager
FROM: Director K.A. Vanderlinden
DATE: October 27th, 2015
SUBJECT: Patrol car purchase

We would like to move forward on the purchase a fully marked patrol vehicle, which was budgeted for. The vehicle is a 2016 Chevrolet Impala at a cost of \$23,517.00. This price is \$603.00 less expensive than last year.

The new Impala will be replacing patrol unit 231, which has 109,160 miles on it.

Lt. Zawacki has worked on this project to get the very best pricing available. He received pricing through Riverside Chevrolet and they were able to beat the MIDEAL pricing; therefore we are pleased to recommend that the purchase again, is made locally.

Once the vehicle arrives 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 patrol car is \$30,000.00.

Car 1

Prepared By: administrator *Jim B*

2016 Fleet/Non-Retail Chevrolet Impala Limited Police 4dr Sdn Police 1WS1

PRICING SUMMARY

PRICING SUMMARY - 2016 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	\$946.40
Vehicle Subtotal	\$28,380.00	\$27,192.80
Advert/Adjustments	\$0.00	\$0.00
Destination Charge	\$825.00	\$825.00
GRAND TOTAL	\$29,205.00	\$28,017.80

Kerr Items 2,100.⁰⁰

*30,117.⁸⁰
- 6,600.⁰⁰*

23,517.⁸⁰

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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2016 Fleet/Non-Retail Chevrolet Impala Limited Police 4dr Sdn Police 1WS1

SELECTED MODEL & OPTIONS

SELECTED MODEL - 2016 Fleet/Non-Retail 1WS19 4dr Sdn Police

<u>Code</u>	<u>Description</u>	<u>MSRP</u>	<u>In Price</u>
1WS19	2016 Chevrolet Impala Limited Police 4dr Sdn Police	\$27,340.00	\$26,246.40

SELECTED VEHICLE COLORS - 2016 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 - 2016 Fleet/Non-Retail 1WS19 4dr Sdn Police

CATEGORY

<u>Code</u>	<u>Description</u>	<u>MSRP</u>	<u>In Price</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			

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2016 Fleet/Non-Retail Chevrolet Impala Limited Police 4dr Sdn Police 1WS1

SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2016 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			
19E	EBONY, CLOTH SEAT TRIM WITH CLOTH 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	\$81.90
6J7	FLASHER SYSTEM, HEADLAMP AND REAR LAMPS, DRL COMPATIBLE with control wire	\$375.00	\$341.25
7X6	SPOTLAMP, DRIVER-SIDE	\$285.00	\$269.35
6A3	FLOOR COVERING, HEAVY-DUTY VINYL, FRONT AND REAR (Replaces production carpeting.)	\$90.00	\$81.90
6N5	WINDOW SWITCHES, REAR-WINDOW INOPERATIVE (Rear power windows operate only from driver position.)	\$35.00	\$31.85
6N6	DOOR LOCKS, INSIDE REAR DOORS INOPERATIVE (Doors can be opened from the outside.)	\$25.00	\$22.75
AMF	REMOTE KEYLESS ENTRY FLEET PACKAGE, PROGRAMMABLE includes 6 additional remotes. NOTE: programming of remotes is at customer's expense. Programming remotes is not a warranty expense.	\$75.00	\$68.25
6J4	WIRING, HORN AND SIREN CIRCUIT, INLINE FOR CUSTOMER- FURNISHED SWITCH	\$35.00	\$31.85
6B2	DOOR HANDLES, INSIDE REAR DOORS INOPERATIVE	\$30.00	\$27.30

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Prepared By:
administrator

2016 Fleet/Non-Retail Chevrolet Impala Limited Police 4dr Sdn Police 1WS1

SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2016 Fleet/Non-Retail 1WS19 4dr Sdn Police

CATEGORY

<u>Code</u>	<u>Description</u>	<u>MSRP</u>	<u>In Price</u>
OPTIONS TOTAL		\$1,040.00	\$946.40

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2016 Fleet/Non-Retail Chevrolet Impala Limited Police 4dr Sdn Police 1WS1

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2016 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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Prepared By:
administrator

2016 Fleet/Non-Retail Chevrolet Impala Limited Police 4dr Sdn Police 1WS1

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2016 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 (19H) 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

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2016 Fleet/Non-Retail Chevrolet Impala Limited Police 4dr Sdn Police 1WS1

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2016 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

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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Prepared By:
administrator

2016 Fleet/Non-Retail Chevrolet Impala Limited Police 4dr Sdn Police 1WS1

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2016 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

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NB #5
cc 11/5/15

Escanaba Public Safety

Director Kenneth A. Vanderlinden

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

MEMORANDUM

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

FROM: Director K.A. Vanderlinden ✓

DATE: October 27th, 2015

SUBJECT: Bulletproof vests

We would like to move forward with the ordering and purchasing of our new bulletproof vests. We produced a Request for Proposals regarding the purchase and received one response in return.

The quote received from The Vest Man, was for \$34,365.00. I had budgeted for \$30,000.00. I believe we will still fall under the budgeted amount as once the purchase is made, we can then apply for a federal grant from the U.S. Department of Justice. The program is called the Bulletproof Vest Partnership (BVP) which has financially supported us in the past, by covering 50% of the purchase price. There are no indications that the Department of Justice has any intent to eliminate the program.

THE VEST MAN

MEMORANDUM FOR Captain Jamie Segorski, Escanaba Public Safety
FROM John Gurrola, Owner, The Vest Man
DATE September 5, 2015
SUBJECT Request for Proposal Response

We appreciate the opportunity to bid on this RFP and have detailed our products in response to your requirements below. Please let me know if you have any questions or if you need anything further from me. I can always be reached at 310.864.1567 or by email at john@thevestman.com

BODY ARMOR

Our level II body armor is made by Point Blank Body Armor and the relevant testing requirement statistics are:
.63 per square foot
.18" thickness
V50 (9 MM fps) 1794
V50 (357 MAG) 1761

The Point Blank Body Armor we supply meets or exceeds all federal DOJ standards.

EXTERNAL VEST CARRIERS

Our external vest carriers are made with 600 Denier Polyester material and we are certain that the color matches the uniform color used by Escanaba Public Safety. Our fabric is water-resistant, fade resistant and we use a urethane backing that will keep all moisture away from the body armor. We use a matching #969 nylon thread and apply triple stitching and bar-tacking where needed in high pressure areas.

In addition our Vest Carriers have the following features that are shown in the enclosed two pictures:

1. Our Vest Carrier shirt pockets are designed to perfectly match the look of any uniform shirt pocket. (photo 1 letter A)
2. Reinforced radio wire cords must be built into the external vest carrier. (Photo 1 letters B) Hole is demonstrated by pen (which is half inserted) near radio, other holes can be made under mic clips, and/or under shoulder epilates. All holes are reinforced with soft Velcro to prevent the fabric from "running" and making the hole larger than intended.
3. Internal cargo and optional back up weapon pocket must be made available. (Photo 2)
4. Options to carry body cameras on the external vest carrier must be presented. (Photo 1 letters C) On either center mic clip, on the shoulder epilate, or inserted into the normal "pen slot" in the right side pocket.
5. Individual patterns will be created for each vest ordered and no generic sizes are ever used. Therefore ensuring a personal fit that allows no movement of body armor.
6. All pockets are custom designed and will be placed where requested by each individual officer.

Customer Service

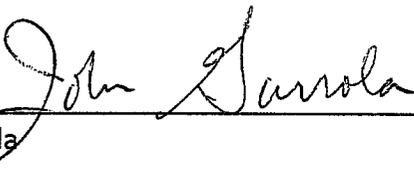
The Vest Man is willing to travel to Escanaba and obtain personal fittings from each officer that is ordering a vest carrier and body armor.

Once delivered if a vest carrier does not fit properly, The Vest Man promises to "adjust" the product to ensure a proper fit as many times as necessary until the officer feels the fit is acceptable.

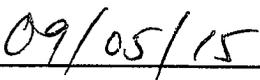
Other Items

1. The Vest Man estimate #162 for this RFP is enclosed
2. The Vest Man warranty is enclosed.
3. Point Blank body armor, in meeting federal standards has a 5 year warranty which is also enclosed.
4. A signed agreement between Point Blank and The Vest Man, ensuring that the Point Blank body armor warranty remains intact is enclosed.
5. Reference available upon request
6. The Vest Man agrees to negotiate delivery dates once awarded the contract and agree to sanctions if the delivery date is not met.

As the legal owner of The Vest Man, please find my signature below to confirm that this RFP response, as stated above, can be fulfilled by The Vest Man.



John Gurrola



Date

Photo 1

B

C

C

C

C

B

A

C

A

C

B

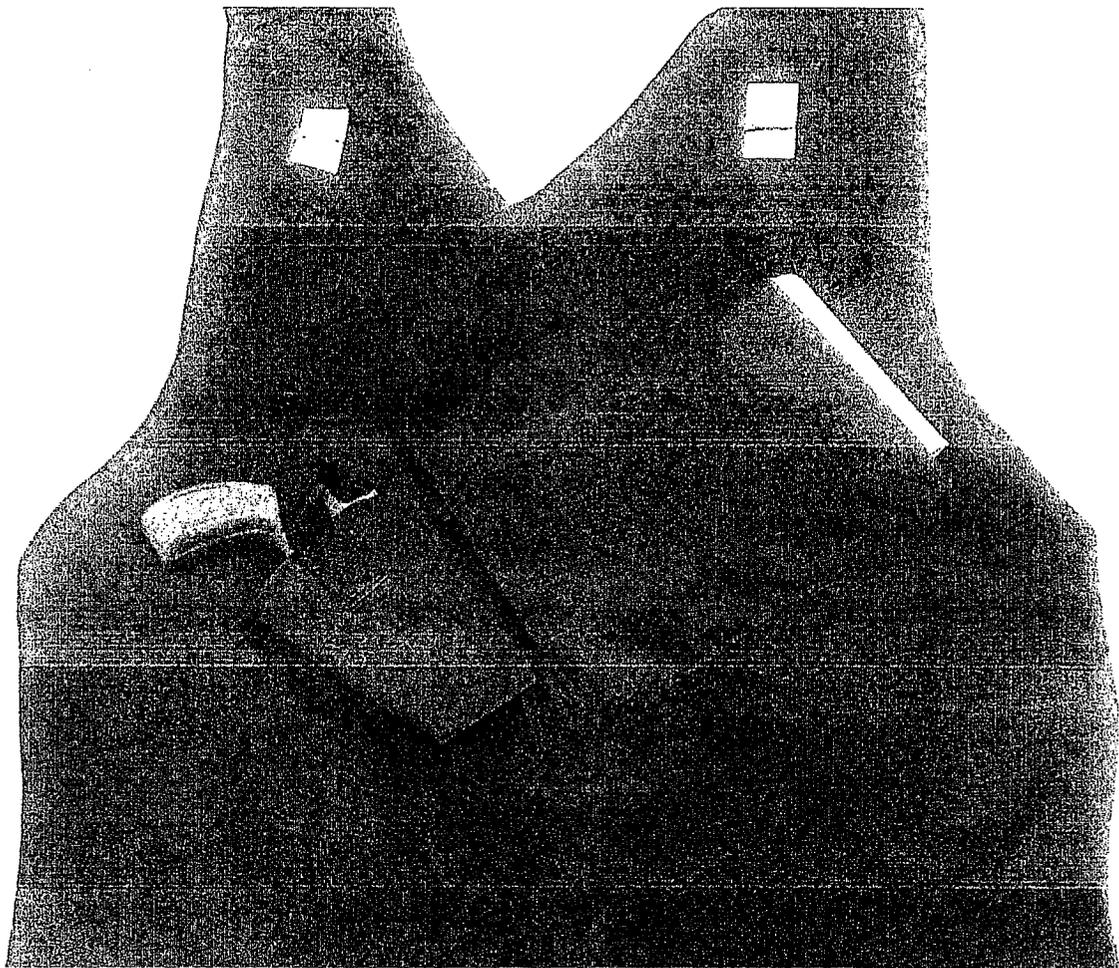


Photo 2
Internal Cargo &
Back up weapon pockets
Picture shows the inside of
The front of the vest carrier.

THE VEST MAN

3940 Marine Avenue
 Suite D
 Lawndale, CA 90260

Estimate

Date	Estimate #
9/5/2015	162

Name / Address
Escanaba Public Safety Department Captain Jamie Segorski

Project

Description	Qty	Rate	Total
Point Blank Level II body armor with one external Hybrid vest carrier	29	1,150.00	33,350.00T
Shipping, handling and packing charges	29	35.00	1,015.00
<p>The Vest Man will travel to your location to personally fit your officers for this order. The Vest Man external carriers will be custom designed to your specifications. This estimate is valid for 30 days.</p>			

Subtotal		\$34,365.00
Sales Tax (0.0%)		\$0.00
Total		\$34,365.00

THE VEST MAN

Warranty Policy

At The Vest Man we take pride in our products which are made from start to finish right here in Southern California. We personally inspect all of the materials used and quality-check every Vest Carrier we manufacture. With our superior quality, unmatched customer service and confidence in our product in mind, these warranty details apply:

Our guarantee that your Vest Carrier will fit you properly:

At The Vest Man we understand that a custom vest does not always fit each customer perfectly when it is first manufactured, that's why we offer free adjustment which means; if when you get your vest back from us if it does not fit exactly as you want it to, we will adjust it - free of charge - until it fits you the way you need it to fit. In addition, if any pocket does not properly fit the item you requested the pocket for; we will fix that pocket – free of charge (provided that you supplied us with accurate measurements).

For three years after the date of purchase, we will:

1. Replace any broken straps
2. Replace worn or broken elastic
3. Replace poorly functioning Velcro (that has been properly maintained)
4. Replace faded material (providing that it is made from our 600 Denier material and that the Vest Carrier was properly cared for - i.e. not dry cleaned or machine washed).

For five years after the date of purchase, we will:

1. Fix any craftsmanship issues – for example any seams that come undone,
2. Make any adjustment for weight loss.

Our warranty does not cover:

1. Tears to the material caused by sharp objects or altercations that damaged the Vest
2. Damage caused to the material by machine washing or dry cleaning the Vest Carrier
3. Pocket changes desired by the officer after the Vest Carrier is completed, that were not originally specified when the order was placed.
4. Fitting problems caused by the use of different ballistic panels that were not used for the creation of the Vest Carrier. If you get a new set of ballistic panels and they do not fit into your vest carrier we will try to adjust your Carrier for you so that the new panels will fit, but an adjustment is not always possible if the change in the panel size is too great.
5. Normal wear that occurs when an officer wears the Vest Carrier on a daily basis and it is rubbing against a duty belt, seat, weapon, etc. We will repair the damaged pocket or area whenever possible for a nominal charge.
6. Motorcycle officer's vests are guaranteed for only 1 one year in black material, no other colors are warrantied. Regrettably, we have not yet found a way to stop fading in navy.

LIMITED WARRANTY

As used herein, Point Blank includes Point Blank Enterprises, Inc., and its brands including Point Blank Body Armor, PACA, PARACLETE, and Protective Products.

1. Warranty Card - included with the outer shell carrier is a warranty registration card that should be completed and returned to the manufacturer's address posted on the card.

2. Warranty - Outer Shell Carrier

2.1. The outer shell carrier and other non-ballistic components are warranted to be free from material and manufacturing defects for 24 months from the date of issue to the individual user, as verified by the warranty card.

2.1.1. During the warranty period, any garment having a manufacturing or material defect, as determined through inspection by an authorized Point Blank representative, will be repaired or replaced at no cost to the customer.

2.1.2. The outer shell carrier warranty shall be void if the product has been altered, abused, or misused, stored improperly, or not cleaned in accordance with cleaning instructions.

3. Warranty - Soft Ballistic Component

3.1. The bullet/stab-resistant elements are warranted to perform to their NIJ-certified standard for a period of five years from the date of issue to the individual user, as verified by the warranty card.

3.2. The bullet/stab-resistant elements of this system have been tested and certified by the National Institute of Justice and passed the compliance requirements of the NIJ Standard for Ballistic Resistance of Personal Body Armor.

3.3. The ballistic elements are warranted to be of the same construction and design as the original NIJ certified model listed on the label.

3.4. During the warranty period, any soft ballistic component having a manufacturing or material defect, as determined through inspection by an authorized Point Blank representative, will be repaired or replaced at no cost to the customer.

3.5. Should the soft body armor ballistic panel cover be compromised (cut, torn or frayed); it should not be worn and immediately returned to the manufacturer for inspection and repair. If the damage is the result of normal wear and tear, the damage will be repaired free of charge. If however, the damage is the result of improper care, storage or abuse, determined solely by Point Blank, then Point Blank will advise the owner of recommended repair or replacement costs.

3.6. The ballistic/stab-resistant elements of this system will reduce the possibility of serious physical injury to the wearer in the areas covered by the ballistic or stab elements.

3.7. There should be no expectation of bullet or stab resistance in areas not covered by the ballistic or stab element. The ballistic or stab element is not warranted to be bullet proof or stab proof.

4. Warranty - Helmet, Ballistic Plate, Blade Plate and Ballistic Shield

4.1. The bullet/stab-resistant elements are warranted to perform to their NIJ-certified standard for a period of five years from the date of issue to the individual user, as verified by the warranty card.

4.2. The bullet/stab-resistant elements of this system have been tested and certified by the National Institute of Justice and passed the compliance requirements of the NIJ Standard for Ballistic Resistance of Personal Body Armor, if so indicated.

4.3. The ballistic elements are warranted to be of the same construction and design as the original NIJ certified model listed on the label, if so indicated.

4.4. During the warranty period, any plate or ballistic shield having a manufacturing or material defect, as determined through inspection by an authorized Point Blank representative, will be repaired or replaced at no cost to the customer.



November 16, 2012

John Gurrola
Managing Partner and Owner
The Vest Man
3940 Marine Ave. #D
Lawndale, CA 90260

RE: Vest Man Carriers

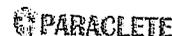
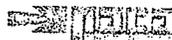
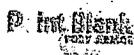
To Whom It May Concern,

Point Blank Body Armor, PACA Body Armor, Protective Products Enterprises offers a limited warranty on all Point Blank Body Armor, PACA Body Armor, Protective Products brand body armor for a period of sixty (60) months. Consistent with the terms of the limited warranty, Point Blank Enterprises, Inc. will continue to support the warranty of all Point Blank Body Armor, PACA Body Armor, Protective Products, brand armor ballistic panels when used with the Vest Man uniform shirt carriers. As with all bullet-resistant vests the ballistic panels offer protection to only those areas that cover the body. Point Blank Enterprises Inc., Point Blank Body Armor, PACA Body, and Protective Products Enterprises will not be responsible for the sizing or labeling of the Vest Man uniform shirt carriers used with ballistic panels.

We sincerely appreciate your commitment to quality products and this new innovative product that will enhance the wearing of body armor by law enforcement. We look forward to continuing our service as a proven provider of body armor products to the Fort Smith Police Department. Do not hesitate to contact me if you have any questions at 407.448.6139 or email at mforeman@pbearmor.com.

Respectfully,

Michael Foreman
VP Product Line Management
Government/Federal/International Sales



MEMORANDUM

NB#6
cc 11/5/15

To: Jim O'Toole

From: Mike Furmanski *MF*

Date: 29OCT15

Re: transformer bid of October 27, 2015

The Electric Department requested bids for 12 polemount transformers.

Invitations to bid were sent to 7 sources, with 3 suppliers submitting bids. All bidders were informed that the transformer bids would be evaluated for initial cost and operating cost.

After evaluating the bids, I recommend acceptance of the Power Line Supply bid of the Cooper polemount transformers in the amount of \$48,688.

Power Line

NOTICE TO BIDDERS

Cooper

Sealed bids will be received by the City of Escanaba at the office of the City Clerk, on or before 2p.m. e.s.t, on: **TUESDAY, OCTOBER 27, 2015**

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

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

TRANSFORMER BID OF OCTOBER 2015

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

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

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

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

Michael Furmanski
Electric Superintendent
City of Escanaba

THREE PHASE PADMOUNT TRANSFORMER SPECIFICATIONS

1. Padmounts: 60 Hertz three phase 65 degree centigrade.
2. Tank all welded sealed construction free from leaks and seepage. Undercoated base bar to minimize surface contact with the pad to prevent corrosion.
3. Windings shall consist of coils suitably insulated, thoroughly dried and vacuum treated.
4. Core shall be manufactured from core steel properly annealed, treated, insulated so as to maintain low losses and continuous cool operation at the rated load.
5. Padmount shall be manufactured according to and approved by ASA, EEI, REA, and NEMA Standards.
6. Shall be filled with non-sludge inhibited oil, and shall not be filled with polychlorinated biphenyl compound fluid.
7. Fill plug and self-actuating pressure relief device.
8. Oil level plug.
9. Low voltage standard bushings (spade).
10. Tank ground connector.
11. Drain plug with sampler.
12. High voltage ground connector.
13. Tamper proof, removable hinged cover.
14. Externally operated tap changer, with two (2) 2.5% taps above and below 100% rated primary voltage.
15. Barrier between high voltage and low voltage compartment and lift out front barrier on high voltage compartment.
16. Easy hot stick operation.
17. Pentahead bolt with captive nut.
18. Three point locking with provisions for padlocking.

THREE PHASE PADMOUNT TRANSFORMER SPECIFICATIONS
CONTINUED:

19. Removable bolted cabinet with two lift-off hinged doors with door stops and open bottom one inch flange and removable door sill.
20. Bay-o-net fuses installed.
21. Six high voltage bushing wells for loop feed capabilities.
22. Bushing well inserts installed.
23. The bidder, by the act of submitting a bid, shall be considered as agreeing to replace any transformer found, within one year from delivery date, not to fulfill the specifications enumerated herein.
24. All losses and impedance to be determined according to NEMA Standards.
25. Transformers shall be tested according to ANSI Standards and meet ANSI Acceptance Tests. Factory transformer test results to be supplied with each transformer.
26. In evaluating the bid proposals, the transformer bid price will be increased by \$5.43 per watt of core loss and \$1.22 per watt copper loss (full load).
27. All transformers must have Material Safety Data Sheets in accordance with Federal Occupational Safety and Health Standards and State of Michigan enrolled House Bill No. 4111.

SPECIFICS: Suppliers must submit with their bids complete technical information showing the following:

- Guaranteed core and copper losses
- Percent exciting current
- Percent regulation
- Total weight
- Overall dimensions
- Description of paint process
- Percent impedance
- Certified tests per ANSI/IEEE c57.12.00-1080 of each unit will be required with the shipment indicating individual and group averages.

SINGLE PHASE POLEMOUNT TRANSFORMER SPECIFICATIONS

- All transformers shall be conventional type, low loss, 60 hertz, single phase, 85° centigrade
- The transformer tank shall be welded steel construction, free from leaks and seepage. The cover shall be free from dirt, grease, scale and sealing impurities. A cover gasket shall be placed between the tank and cover to make a tight fit, and shall be provided with a pressure relief.
- Windings shall consist of coils suitable insulated, thoroughly dried, and vacuum treated.
- The core shall be manufactured from core steel, properly annealed, treated, and insulated so as to maintain low losses and continuous cool operation at rated load.
- Transformers shall be manufactured according to and approved by ANSI, EEI, RUS, and NEMA standards.
- Transformers shall be filled with non-sludge inhibited oil.
- Transformers shall not be filled with polychlorinated biphenyl compound fluid.
- Externally operated tap changer with two (2) 2 ½% taps above and below 100% rated primary voltage.
- Transformers shall be tested according to ANSI standards and meet ANSI acceptance tests. Factory transformer test results to be supplied with each transformer.
- All transformers shall have two (2) high voltage bushings.
- The bidder, by the act of submitting a bid, shall be considered as agreeing to replace any transformer (within one year from delivery date) not to fulfill the specifications enumerated herein.
- All losses and impedances to be determined according to NEMA standards.
- The transformer tanks must be painted, using a clean surface, at least 1 (one) coat of rust inhibitive primer, and at least two (2) coats of corrosion resistant paint.
- In evaluating the bid proposals, the transformer bid price will be increased by \$5.43 per watt of core loss, and \$1.22 per watt of copper loss (full load).
- All transformers must be supplied with a copper strap connecting the neutral to the tank ground.
- All transformers must have Material Safety Data Sheets in accordance with the Federal Occupational Safety and Health Standards and State of Michigan Enrolled House Bill No. 4111.

SPECIFICS: All suppliers must submit with their bids complete technical information showing the following:

- Guaranteed core and copper losses
- Percent exciting current
- Percent regulation
- Total weight
- Overall dimension
- Description of paint process
- Percent impedance
- Certified test per ANSI/IEEE, C57.12.00-1080 of each unit required with shipment, indicating individual and group averages.

ANY QUESTIONS SHOULD BE DIRECTED TO:

MIKE FURMANSKI
ELECTRIC ENGINEER
ESCANABA ELECTRIC DEPARTMENT
1711 SHERIDAN ROAD
ESCANABA, MI 49829
(906) 786-0061
FAX: (906) 786-0791



BIDDER'S PROPOSAL

Date: 10/21/15

City of Escanaba
Escanaba, MI 49829

*Cooper
transformers*

We, the undersigned, agree to furnish and guarantee the following:

ALL NEW TRANSFORMERS PRIMARY VOLTAGE 7200/12470Y.

(12) 25KVA POLEMOUNT 120/240V

\$ 709.00/ea

(2) 1500KVA PADMOUNT 240/480V

\$ 20,090.00/ea

TOTAL PRICE OF TRANSFORMERS:

\$ 48,688.00

DELIVERY DATE F.O.B.: ESCANABA, MI:

14-16 wks

Certified Check, Cashier's Check, or Bidders Bond

Enclosed in the amount of:

see attached specification sheets

\$ 10%^{ea}

FACTORS TO BE CONSIDERED IN AWARDING TRANSFORMER BID:

1. Price
2. Annual cost basis including core, copper, exciting current and regulation loss costs.
3. Past experience in operating and maintaining transformers in Escanaba.
4. Paint process.
5. Weight, dimensions, and size.
6. Delivery Date
7. 24 hour notice of delivery to: (906) 786-0061

NOTE: Transformers will not be paid for until full requirements have been met, to include, but not limited to:

- all products have been received
- required test results have been received

SUBMITTED BY:

FIRM: Power Line Supply

ADDRESS: 420 North Street Suite A Reed City MI 49677

BY: Goi Manack

TITLE: Inside Sales

FAX: 231-832-2490

PHONE: 800-832-2297 ext 2113

Proposal Details

Terms of Sale: FOB Plant - Freight Prepaid and Allowed

Payment Terms: Net 30 days from invoice date

Proposal Valid Through: November 20, 2015

Orders are accepted subject to Eaton's Cooper Power Systems Terms and Conditions of Sale that are included or have been provided previously to the buyer.

Proposal number and item number should be referenced on purchase order.

Quoted lead-times are based on current factory loading and are subject to change.

Lead-time: Shipment is based on receipt of all required order information at Cooper Power Systems. X and Y (where applicable) are defined in the Item Details for each line item on this proposal.

We now offer complete services for all your power distribution and automation needs. We have the industry's largest Electrical Power Equipment Manufacturer's Service Team, which provides 24 hour service. We provide start-up and commissioning; power system analysis including Arc Flash, Harmonics and other studies; preventive maintenance, testing and field trouble-shooting; multi-year service contracts; power system automation engineering, monitoring and training; aftermarket life extension solutions; as well as turnkey project capabilities. In addition to the services that we can provide for the equipment contained within this proposal, our Service Team is experienced on all manufacturers' electrical power distribution equipment, so please contact us about any electrical system problem. If you need immediate service, you can contact the Representative who provided this proposal.

The prices on this quote are valid per the Proposal Validity listed in the Proposal Details section of this proposal unless extended explicitly by Cooper Power Systems. Prices quoted are for shipment per lead-time shown on this Cooper Power Systems proposal. If there is a need to schedule the shipment later than the quoted lead-time, such as the use of the Approval drawing process, the price will be adjusted per the Commodity Price Index (CPI) in effect at the time of shipment. The CPI is available for your review on the Cooper Power Systems web site: www.cooperpower.com/cpi

In the event Buyer cancels this agreement after award, the following will be charged as a percentage of the order price of each item cancelled: After award, before engineering has begun: 20%. After engineering has begun, before production firm schedule date: 50%. After production firm schedule date, before fabrication: 70%. After fabrication has begun: 100%

Lead times quoted are based on accurate and complete information from the customer. If additional information or clarifications are required, a delayed response from the customer may affect the ship date(s) of the unit(s). The manufacturer cannot be held accountable for such delays.

If FOB destination is required there will be a 2% price adder per unit.

Only routine tests as defined per IEEE C57.12.00-2010, Table 18 shall be performed on all transformers. Additional design tests can be provided at additional cost. Short circuit testing shall not be performed.

Double stack shipping is Cooper's new standard shipping method for single-phase pad-mount transformers. Cooper reserves the right to double stack ship when necessary. If double stack shipping is not accepted, a three-percent price increase shall be added for single stack shipping.

Dimensions provided are approximate and subject to change.

All 1 phase overhead transformers will be designed and manufactured in accordance with the latest revision of IEEE Standards C57.12.20.

All 3 phase padmount transformers will be designed and manufactured in accordance with the latest revision of IEEE Standards C57.12.34 and C57.12.28.

3 PH CLARIFICATIONS/EXCEPTIONS:

Section 13 – Additional height is provided in the cabinet to facilitate the removal and replacement of bayonet fuses without the use of a hinged cover. Exception is taken to the hinged cover.

Section 15 – Due to the dead-front HV configuration, a front barrier will not be provided. Exception is taken to this requirement.

Section 25 – Certified test reports shall be sent within thirty (30) days of transformer shipment.

Coatings and surface preparation system shall be Cooper Power System's standard, which is in compliance with IEEE C57.12.28 performance requirements. First coating of metal parts shall be a high-build electro-coat formulation, applied with an electrostatic dip

Cooper Power Systems

by **EATON**

Cooper Power Systems

Proposal Number: BEDO570744
Revision 00

Date: October 21, 2015
Proposal Valid Through: November 20, 2015

process, over a zinc phosphate pretreatment. Inside cabinet surfaces and tank front shall be light gray. The second coating, a urethane overcoat applied for exterior ultraviolet protection shall be applied to the external tank and cabinet surfaces. Total dry film paint thickness shall be an average of 3 mils.

Cooper Power Systems' paint system, without undercoating, meets all criteria set forth in IEEE C57.12.28 Enclosure Integrity. This includes Direct Impact, Tabor Abrasion, Cross Hatch Adhesion, Humidity, Salt Spray, QUV and Oil Resistance. Due to the quality of our standard coating process, there is no additional value to an extra layer of a coating of any type underneath the transformer. For this reason, undercoating will not be provided.

Nameplate shall include wording that reads "PCB content less than 1PPM at time of manufacture."

Cooper's standard limited warranty covers any defect which shall appear under proper and normal use of its equipment within one (1) year after date of shipment or within one (1) year after installation of the equipment, but not exceeding eighteen (18) months from date of shipment.

Drawings submitted with bid are typical and should not be used as construction drawings. The transformers will be designed according to the specification. Record drawings may be requested upon completion of design after receipt of order.

Single Phase Pole Mount Clarifications:

Transformer nameplate shall state, "Non-PCB Mineral Oil - when manufactured contained less than 1 PPM PCB."

Certified test reports shall be provided within 30 days of transformer shipment.

Coatings and surface preparation system shall be Cooper Power System's standard, which is in compliance with ANSI/IEEE C57.12.31-2002 performance requirements.



Cooper Power Systems

by **EATON**

Cooper Power Systems

Proposal Number: BEDO570744
Revision 00

Date: October 21, 2015
Proposal Valid Through: November 20, 2015

Item Details

Item Number: 00001

Customer RFQ Information: Specification: Polemount Transformer; Dated: 10/19/2015
Email; Dated: 10/16/2015

Quantity	Unit Price	Extended Price
12		

Lead-time (Per Lead-time definition in Proposal Details):
Product Lead-time (X): 10-11 weeks ex-factory

Description:

kVA	25 kVA 1-Phase Pole-mount Transformer
Configuration	Standard Design
Mounting Provisions	Hanger Brackets (One Set)
Temperature rise	65
Cooling Class	ONAN
Insulating fluid	Mineral Oil
Efficiency Standard	DOE 2016
Primary Voltage	7200/12470Y
BIL	95 kV
kV Class	15 kV
Taps	2 - 2.5% taps above and 2 - 2.5% taps below nominal
Primary Bushings	15 kV Cover Mount (Qty: 2)
Overcurrent Protection	None
Secondary Voltage	120/240
BIL	30 kV
kV Class	1.2 kV
Secondary Bushings	13/16 Eyebolt with 3/8 -16 stud Secondary Bushing (Qty: 3)
Gauges & Fittings	PRD, 35 SCFM (std)
Tank accessories	Ground Strap

PERFORMANCE DATA:	
No Load Losses - Guaranteed Average @85 C	44. Watts
Load Losses - Guaranteed Average @85 C	318. Watts
Target Impedance	2.91% +/- 7.5%
Exciting Current @ 100% Voltage	0.28 %
Regulation @ 0.8 Power Factor	2.68 %
Regulation @ 1.0 Power Factor	1.30 %
Fluid Weight	103 lbs
Total Weight	379 lbs
Fluid Volume	14 Gallons
Tank Diameter	16.00 inches
Overall Height	38.10 inches
Overall Width	20.10 inches
Overall Depth	23.00 inches
Outside Tank Height	28.48 inches
Cover Tank Height	30.55 inches

1319 Lincoln Avenue Waukesha, WI 53186
Phone: (800) 435-9689 Fax: 770-268-7524 E-Mail: StacieWeed@Eaton.com

This bid contains protected, proprietary and confidential material that constitutes either (1) trade secrets and (2) commercial or financial information, the disclosure of which would cause substantial competitive harm to Cooper Power Systems, LLC.

Item Details

Item Number: 00002

Customer RFQ Information: Specification: Three Phase Padmount Transformer Specification; Dated: 10/1/2015

Email; Dated: 10/16/2015

Outline Drawing Title: D0BRJZM6

Quantity	Unit Price	Extended Price
2		

Lead-time (Per Lead-time definition in Proposal Details):

Product Lead-time (X): 14-16 weeks ex-factory

Description:

kVA	1500 kVA 3 Phase Pad-Mounted Transformer
Temperature Rise	65 degree average winding rise
Cooling Class	ONAN
Insulating fluid	Mineral Oil
Efficiency Standard	DOE 2016
High Voltage	12470Y/7200 Volts, 95 kV BIL
kV Class	15 kV
Primary Configuration	Dead Front, Loop Feed
Taps	2 - 2.5% taps above and 2 - 2.5% taps below nominal
High Voltage Bushings	200 amp Cooper bushing wells (Qty: 6)
Inserts	15 kV, 95 kV BIL Cooper load-break inserts (Qty: 6)
Neutral Bushing	250 amp porcelain 2-hole spade bushing(s)
Expulsion fuses	Bayonet fuses (Qty: 3)
Bayonet Holder	Copper Bayonet Fuse Holder (Qty: 3)
Low Voltage	480 Delta w/ 240 mid-tap Volts, 30 kV BIL
Secondary kV Class	1.2 kV
Secondary Bushings	Integral aluminum 6-hole spade bushing(s) (Qty: 4)
Cabinet hardware	Penta-head cabinet door bolts
IEEE K-Dimension	Loop feed per IEEE C57.12.34-2009 Figure 11 minimum dimensions (without balls)
Coatings	Munsell Green (Munsell 7GY 3.29/1.5) topcoat
Gauges & Fittings	Drain valve with sampler in LV Compartment (1")
Gauges & Fittings	Pressure relief device, 35 SCFM
Tank accessories	IEEE standard two-hole ground pads (Qty: 3)
Packaging	Pallet
Cover	Bolted cover with handhole

PERFORMANCE DATA:	**Losses are Guaranteed Average**
Target Impedance	5.72 % +/- 7.5%
No Load Losses @20 C	1496 Watts
Load Losses @85 C	10216 Watts
Exciting Current @ 100% Voltage	0.24 %
Regulation @ 1.0 Power Factor	0.83 %
Total Weight	9991 lbs
Fluid Volume	343 Gallons
Estimated Overall Height	73.39 inches
Estimated Overall Width	74.86 inches
Estimated Overall Depth	70.86 inches

Terms and Conditions

1. Applicable Terms and Conditions

(a) These terms and conditions of sale establish the rights, obligations, and remedies of Buyer and Seller that apply to any order issued by Buyer for the purchase of Seller's products and/or services ("Products"). No additional or different terms or conditions, whether contained in Buyer's purchase order form or in any other document or communication pertaining to Buyer's order, will be binding on Seller unless accepted in writing by an authorized representative of Seller. Seller expressly objects to and rejects any additional or different terms and conditions, which shall be ineffective.

(b) If Seller's order acknowledgement, invoice, other document, or electronic transmittal including or attaching these terms and conditions is found to be an acceptance of an offer, acceptance is expressly made conditional upon Buyer's assent solely to these terms and conditions, and acceptance of any part of Products delivered by Seller shall be deemed to constitute such assent by Buyer. If the order acknowledgement, invoice, other document, or electronic transmittal including or attaching these terms and conditions constitutes an offer, Buyer's acceptance of the offer is hereby limited to the terms of the offer.

2. Price, Payment Terms, and Title

(a) All prices represent those in effect at the time of quotation and are subject to change without notice. Unless prices are bid or quoted as "firm," Seller reserves the right to invoice at prices in effect at the date of shipment, regardless of any prior bid and whether notice was received by Buyer. Unless otherwise indicated, prices are stated in United States dollars and are exclusive of shipping, handling, shipping insurance, duties, and sales, use, excise or similar taxes. Export packaging or any other special handling requested by Buyer will be at Buyer's expense. A service charge of \$25 will be assessed for any order less than \$250. Seller requires a minimum \$100 emergency handling charge for all orders that require shipment the same day or next day.

(b) Buyer acknowledges that the pricing of the Products has been set based on the agreed allocation of risks contained in these terms and conditions. If, notwithstanding the provisions of these terms and conditions, a court of competent jurisdiction determines that Buyer's terms and conditions apply to an order, then Seller shall have the right to either (i) modify the prices (including retroactively) according to the additional level of risk and responsibility that Buyer's terms and conditions require Seller to undertake; or (ii) cancel the order any time after such a determination without liability for the termination other than for the Products already delivered on these terms and conditions.

(c) Unless different credit terms have been extended to Buyer in writing by Seller, payment terms are net 30 days after delivery or date of invoice, whichever first occurs, in the currency invoiced. Seller reserves the right to modify or withdraw credit terms at any time without notice. If Buyer fails to fulfill the terms of payment, Seller may defer further shipments to Buyer or, at its option, cancel the unshipped portions of Buyer's orders. Buyer agrees to pay interest on all past due invoices at the lesser of 18% per annum, compounded monthly, or the highest contractual rate allowable under the law.

(d) Until full payment of all obligations of the Buyer for an order, Seller reserves the title (but not the risk of loss) to all Products furnished under that order. If the Buyer defaults in payment or performance or becomes subject to insolvency, receivership or bankruptcy proceedings or makes an assignment for the benefit of creditors, or without the consent of Seller voluntarily or involuntarily sells, transfers, leases or permits any lien or attachment on the Products, Seller may treat all amounts then or hereafter owing by Buyer to be immediately due and payable and Seller at its election may repossess Products for which Buyer has not paid in full. In the event of repossession of Products under this section or under the section entitled "Security Interest," Buyer agrees that Seller may enter the premises where the Products may be located and remove them without notice and without being liable to Buyer for such repossession. Buyer will not set off invoiced amounts or any portion thereof against sums that are due or may become due from Seller, its parents, affiliates, or subsidiaries. Buyer grants Seller a security interest in Products for which title has passed to Buyer, products in which Products are incorporated, and Products that Seller sells (including all Products acquired hereafter from Seller, and all accessions, substitutions, replacements, and additions, and any proceeds from sale or disposition of Products), as security for performance by Buyer of all of its payment obligations under these terms and conditions (including obligations regarding future advances). Buyer consents to Seller's execution of any documents to evidence and perfect this security interest, and agrees to execute the same if requested by Seller.

3. Delivery and Risk of Loss

(a) Unless otherwise agreed in writing, all deliveries of Products will be EXW (Incoterms 2000) Seller's facility. Products will be packed in Seller's standard commercial shipping packages. Charges for shipping may not reflect net transportation costs paid by Seller. Buyer shall reimburse Seller for all costs of storage and handling incurred by Seller after the date that Seller is prepared to make shipment.

(b) Delivery and shipping dates are approximate and represent Seller's best estimate of the time required to make delivery or shipment. Time is not of the essence with respect to the transactions covered by these terms and conditions, except with respect to Buyer's obligation to make all related payments. Seller's obligations under these terms and conditions will be dependent upon Seller's ability to obtain necessary raw materials and components. Seller shall have the right to make partial deliveries and to ship up to forty (40) days in advance of shipping date.

4. Acceptance

Acceptance shall occur, if not before, when Buyer fails to reject within ten (10) days after delivery of the Products. Buyer may rightfully reject only when a reasonable inspection shows that the Products fail to conform substantially to the specifications for the Products. Buyer waives any right to revoke acceptance. Buyer's remedies for any nonconformity detected after acceptance are limited to those expressly provided in these terms and conditions for breach of warranty.

5. Limited Warranty

(a) Seller warrants to each original Buyer of Products that Products are, at the time of delivery to the Buyer, in good working order and conform to Seller's official published specifications, provided that no warranty is made with respect to any Products, component parts, or accessories manufactured by others but supplied by Seller.

(b) Seller's obligation under this warranty for any Product proved not to be as warranted within the applicable warranty period is limited to, at its option, replacing the Product, refunding the purchase price of the Product, or using reasonable efforts to repair the Product during normal business hours at any authorized service facility of Seller. All costs of transportation of any Product claimed not to be as warranted and of any repaired or replacement Product to or from such service facility shall be borne by Buyer.

(c) Seller may require the return of any Product claimed not to be as warranted to one of its facilities as designated by Seller, transportation prepaid by Buyer, to establish a claim under this warranty. The cost of labor for removing a Product and for installing a repaired or replacement Product shall be borne by Buyer. Replacement parts provided under the terms of this warranty are warranted for the remainder of the warranty period of the Products in which they are installed to the same extent as if such parts were original components. Warranty services provided under these terms and conditions do not assure uninterrupted operations of Products; Seller shall not be liable for damages caused by any delays involving warranty service.

(d) The warranty period for Products is the shorter of twelve (12) months from the date of installation or eighteen (18) months from the date of shipment unless otherwise agreed by Seller in writing.

(e) EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE, SELLER PROVIDES PRODUCTS AS-IS AND MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE PRODUCTS, THEIR FITNESS FOR ANY PARTICULAR PURPOSE, THEIR MERCHANTABILITY, THEIR QUALITY, THEIR NON-INFRINGEMENT, OR OTHERWISE. IN NO EVENT SHALL SELLER BE LIABLE FOR THE COST OF PROCUREMENT OR INSTALLATION OF SUBSTITUTE GOODS.

6. LIMITATION OF LIABILITY

IN NO EVENT WILL SELLER BE LIABLE FOR ANY SPECIAL DAMAGES, CONSEQUENTIAL DAMAGES, INDIRECT DAMAGES, INCIDENTAL DAMAGES, STATUTORY DAMAGES, EXEMPLARY OR PUNITIVE DAMAGES, LOSS OF PROFITS, LOSS OF REVENUE, LIQUIDATED DAMAGES, OR LOSS OF USE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO A PRODUCT SHALL IN NO CASE EXCEED THE PURCHASE PRICE OF THE PRODUCT FROM WHICH THE CLAIM ARISES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY WHETHER SELLER'S LIABILITY ARISES OR RESULTS FROM BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE, GROSS NEGLIGENCE, MALICE, OR INTENTIONAL CONDUCT), STRICT LIABILITY, BY OPERATION OF LAW, OR OTHERWISE.

7. **Cancellation and Return of Products**

Orders shall not be subject to cancellation or modification either in whole or in part without Seller's written consent and then only with terms that will reimburse Seller for all applicable costs incurred by virtue of the sale, including costs of purchased materials, engineering costs and a reasonable allowance for profit. Seller's written consent must be given in advance of Buyer's return of Products for credit. Seller reserves the right to cancel any sale of Products without liability to Buyer (except for refund of monies already paid), if the manufacture or sale of the goods is or becomes technically or economically impractical.

8. **Force Majeure**

Seller shall not be liable for any failure to perform or delay in performing its obligations resulting directly or indirectly from or contributed to by any acts of God, acts of Buyer or those under Buyer's control, acts of government or other civil or military authorities, priorities, strikes, or other labor disputes, fires, accidents, floods, epidemics, war, riot, embargoes, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond Seller's reasonable control ("Force Majeure Event"). If Seller elects, the time for performance shall be extended by a period of time equal to the time lost because of any delays caused by reasons of a Force Majeure Event. Should Seller be prevented from completing Buyer's order or any part thereof because of any Force Majeure Event, then Buyer agrees promptly upon request and upon receipt of Invoice therefor, to pay Seller for any Product or Products then completed.

9. **Work Product**

"Work Product" shall include, without limitation, all designs, discoveries, creations, works, devices, masks, models, work in progress, service deliverables, inventions, products, special tooling, computer programs, procedures, improvements, developments, drawings, notes, documents, business processes, information and materials made, conceived or developed by Seller alone or with others that result from or relate to the Products. All Work Product shall at all times be and remain the sole and exclusive property of Seller. Buyer hereby agrees to irrevocably assign and transfer to Seller and does hereby assign and transfer to Seller all of its worldwide right, title and interest in and to the Work Product including all associated intellectual property rights. Buyer hereby waives any and all moral and other rights in any Work Product or any other intellectual property created, developed or acquired in respect of the Products. Seller will have the sole right to determine the treatment of any Work Product, including the right to keep it as trade secret, execute and file patent applications on it, to use and disclose it without prior patent application, to file registrations for copyright or trademark in its own name or to follow any other procedure that Seller deems appropriate. All tools and equipment supplied by Buyer to Seller shall remain the sole property of Seller.

10. **Confidentiality**

(a) Buyer may acquire knowledge of Seller Confidential Information (as defined below) in connection with Products and/or its performance hereunder and agrees to keep Seller Confidential Information in confidence during and following termination or expiration of this Agreement. "Seller Confidential Information" includes but is not limited to all information, whether written or oral, in any form, including, without limitation, information relating to the research, development, products, methods of manufacture, trade secrets, business plans, customers, vendors, finances, personnel data, Work Product, and other material or information considered proprietary by Seller relating to the current or anticipated business or affairs of Seller that is disclosed directly or indirectly to Buyer. In addition, Seller Confidential Information means any third party's proprietary or confidential information disclosed to Buyer in the course of providing Products to Buyer.

(b) Buyer agrees not to copy, alter or directly or indirectly disclose any Seller Confidential Information. Additionally, Buyer agrees to limit its internal distribution of Seller Confidential Information to Buyer's employees who have a need to know, and to take steps to ensure that the dissemination is so limited. In no event will Buyer use less than the degree of care and means that it uses to protect its own information of like kind, but in any event not less than reasonable care to prevent the unauthorized use of Seller Confidential Information. Buyer may disclose Seller Confidential Information that is required to be disclosed pursuant to a requirement of a government agency or law but only after Buyer provides prompt notice to Seller of such requirement and gives Seller the opportunity to challenge or limit the scope of the disclosure.

(c) Buyer further agrees not to use Seller Confidential Information except in the course of performing hereunder and will not use such Seller Confidential Information for its own benefit or for the benefit of any third party. All Seller Confidential Information is and shall remain the property of Seller. Upon Seller's written request, Buyer shall return, transfer or assign to Seller all Seller Confidential Information, including all Work Product, and all copies containing Seller Confidential Information.

11. **Patent Indemnity**

In the event any Product is made in accordance with drawings, samples or manufacturing specifications designated by Buyer, Buyer agrees to indemnify, defend, and hold Seller harmless from any and all damages, costs and expenses (including attorney's fees) relating to any claim arising from or relating to the design, distribution, manufacture, marketing, sale, or use of the Product or arising from or relating to a claim that such Product furnished to Buyer by Seller, or the use thereof, infringes any claim of any patent, foreign or domestic, and Buyer agrees at its own expense to undertake the defense of any suit against Seller brought upon such claim or claims.

12. **Changes in Product Design or Manufacture**

Seller shall have the right to change, discontinue or modify the design and construction of any of its products and to substitute material equal to or superior to that originally specified.

13. **Software License**

Software, if included with a Product, is hereby licensed and not sold. The license is nonexclusive, and is limited to use with the Product with which it is included. No other use is permitted and Seller retains for itself (or, if applicable, its suppliers) all title and ownership to any software delivered hereunder, all of which contains confidential and proprietary information and which ownership includes without limitation all rights in patents, copyrights, trademarks and trade secrets. Buyer shall not attempt any sale, transfer, sublicense, reverse compilation or disassembly (save to the extent expressly permitted by law) or redistribution of the software. Buyer shall not copy, disclose or display any such software, or otherwise make it available to others.

14. **Compliance with Laws**

Buyer shall comply with all laws and regulations applicable to Products, including but not limited to all applicable import and export laws and regulations. Buyer and Buyer's Agent shall provide all information requested by Seller relating to Seller's voluntary or mandatory compliance with any law or regulation, and Buyer shall indemnify Seller for any losses incurred by Seller arising from Buyer's or Buyer's Agent's failure to provide the information requested by Seller.

15. **Waiver**

No waiver of any provision of these terms and conditions (or any right or default hereunder) shall be effective unless in writing and signed by an authorized representative Seller. Any such waiver shall be effective only for the instance given, and shall not operate as a waiver with respect to any other rights or obligations under these terms and conditions or applicable law in connection with any other instances or circumstances.

16. **Language**

The parties have expressly required that these terms and conditions be prepared in the English language. Les parties aux présentes ont expressément exigé que les présents termes et les bons de commandes émis aux termes des présentes soient rédigés en langue Anglaise.

17. **Choice of Law and Dispute Resolution**

Except as set forth below, these terms and conditions shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its choice of law rules. If both Seller and Buyer are incorporated under the laws of Canada or a province of Canada, these terms and conditions shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada. If Buyer is incorporated in the United States, any claim or litigation arising out of or relating to Products shall be brought exclusively in a court of competent jurisdiction in Harris County, Texas. If Buyer is incorporated outside of the United States, any dispute will be resolved by arbitration in Houston, Texas, by three arbitrators and under the International Chamber of Commerce Rules of Arbitration. The language of the arbitration will be English. In all cases, Buyer and Seller expressly exclude from application the United Nations Convention on Contracts for the International Sale of Goods.

18. **Assignment**

Buyer may not assign, transfer or subcontract the performance of its services, or any of its rights and/or obligations hereunder, without Seller's prior written consent.

19. **Severability**

If any provision of these terms and conditions is determined to be illegal, invalid, or unenforceable, the validity and enforceability of the remaining provisions of these terms and conditions will not be affected and, in lieu of such illegal, invalid, or unenforceable provision, there will be added, as part of these terms and conditions, one or more provisions as similar in terms as may be legal, valid and enforceable under applicable law.

CPS 121010

MEMORANDUM

NB# 7
CC 11/5/15

To: Jim O'Toole

From: Mike Furmanski MF

Date: 29OCT15

Re: transformer bid of October 27, 2015

The Electric Department requested bids for 2 (two) large identical padmount transformers.

Invitations to bid were sent to 7 sources, with 3 suppliers submitting bids. All bidders were informed that the transformer bids would be evaluated for initial cost and operating cost.

After evaluating the bids, I recommend acceptance of the RESCO, Inc. bid of the CG Power padmount transformers in the amount of \$35,996.

KESCO

NOTICE TO BIDDERS

Sealed bids will be received by the City of Escanaba at the office of the City Clerk, on or before 2p.m. e.s.t, on: **TUESDAY, OCTOBER 27, 2015**

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

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

TRANSFORMER BID OF OCTOBER 2015

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

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

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

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

Michael Furmanski
Electric Supertintendent
City of Escanaba

SUBMITTED BY:

FIRM: Resco

ADDRESS: 2250 Pinehurst Drive, Middleton, WI 53562

BY: Steve Brietzman

TITLE: Inside Sales Rep

FAX: 608-831-7294

PHONE: 800-356-9370 x307

BIDDER'S PROPOSAL

Date: 10-23-15

Ermco Transformers

City of Escanaba
Escanaba, MI 49829

We, the undersigned, agree to furnish and guarantee the following:

ALL NEW TRANSFORMERS PRIMARY VOLTAGE 7200/12470Y

(12) 25KVA POLEMOUNT 120/240V

\$ \$ 702.00/e 8,424.00 total

(2) 1500KVA PADMOUNT 240/480V

\$ \$ 18,225.00/e 34,450.00 total

TOTAL PRICE OF TRANSFORMERS:

\$ 44,874.00

DELIVERY DATE F.O.B.: ESCANABA, MI:

8-10wks

Certified Check, Cashier's Check, or Bidders Bond
Enclosed in the amount of:

\$ 10% bid bond

FACTORS TO BE CONSIDERED IN AWARDING TRANSFORMER BID:

1. Price
2. Annual cost basis including core, copper, exciting current and regulation loss costs.
3. Past experience in operating and maintaining transformers in Escanaba.
4. Paint process.
5. Weight, dimensions, and size.
6. Delivery Date
7. 24 hour notice of delivery to: (906) 786-0061

NOTE: Transformers will not be paid for until full requirements have been met, to include, but not limited to:

- all products have been received
- required test results have been received

RE-PRINT

CUSTOMER COPY

QUOTE # 414601-00
QUOTED DATE 10/21/15

BILL TO:
RESCO
P.O. BOX 44430

SHIP TO:
CITY OF ESCANABA
1711 SHERIDAN RD

MADISON

WI53744

ESCANABA

MI49829

DESCRIPTION	PRODUCT NUMBER	QTY	UNIT PRICE	EXT PRIC
-------------	----------------	-----	------------	----------

TRANSFORMER LOSS DATA IS BASED ON ANSI C57.12.00:

LOSS GRT: AVE VOLT% : 100

NL TEMP BASIS: 85 LL TEMP BASIS: 85

QUOTED 25 KVA CONVENTIONAL POLEMOUNT,
2-BUSHING,7200/12470Y 95KV BIL PRIMARY VOLTAGE,
TAPS 2@2.5% ABOVE & BELOW NOMINAL,1-SET OF HANGER
MOUNTING BRACKETS,120/240 SECONDARY VOLTAGE,
PER RFQ. & DESCRIPTION PROVIDED. NL=5.43 LL=1.22

FOB: DESTINATION. FRT PREPAID AND ALLOWED.

LEADTIME: 8 WEEKS

PRICES ARE FIRM FOR RECEIPT OF AN ORDER WITHIN 30
DAYS FROM 10/22/15 AND DELIVERY WITHIN THE QUOTED
LEAD TIME. DELIVERIES BEYOND THE QUOTED
LEAD TIME WILL BE SUBJECT TO ESCALATION BASED
ON THE ERMCO MATERIAL PRICE INDEX AT THE
TIME OF SHIPMENT. THE BASE ERMCO MATERIAL
PRICE INDEX FOR THIS QUOTATION IS - 20.45%.

ITEM 1

OVERHEAD DIST. TRANSFORMER POLEMOUNT 12

ITEM#: 1.00

YOUR PRODUCT

\$ 702.00/each

NL= 58 LL= 315

OPTIONS BEGIN.....

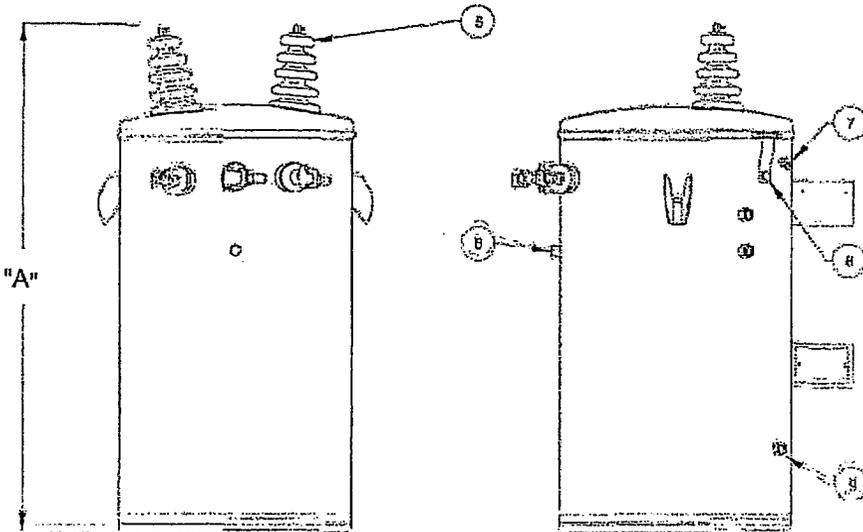
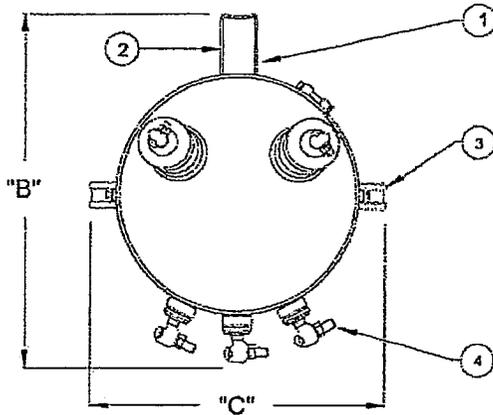
- 025 25 KVA
- 501 7200/12470Y 95BIL 2BU
- 003 2 TAPS 2.5% ABOVE AND BELOW
- 401 120/240 3 OR 4 LVBU(QTY PER ANSI)
- 1 1 SET OF HANGER BRACKETS
- 000 CONVENTIONAL
- 000 NO LIGHTNING ARRESTER AT H1
- 300 STD THERMOSET/THERMOPLAST W/EYEBLT
- 1 RECEIVES STD LENGTH LV GRD STRAP
- 1 STANDARD KVA DECAL(S) 2-1/2"
- ARRESTER KV 0000000009.00000
- 0 STD TX MINERAL OIL
- TKD 0000000015.00000
- TKH 0000000026.00000

OPTIONS END.....

100% CTR @ TIME OF SHIPMENT

24 HOUR NOTICE

"B" & "C" Dimensions include arresters & radiators if applicable.



H.V. : 7200/12470Y 95BIL 2BU CSP **CONV**

L.V. : 120/240 3 OR 4 LVBU(QTY PER ANSI) 30 BIL

TAPS: 2 TAPS 2.5% ABOVE AND BELOW

PART	DESCRIPTION	QUANTITY
1	HANGER BRACKET TYPE: A	1 SET
2	NAMEPLATE (ON LOWER BRACKET)	
	TYPE: (1) ALUMINUM NAMEPLATE (STANDARD)	1
3	LIFTING LUGS	2
4	LOW VOLTAGE BUSHINGS	
	TYPE: STD THERMOSET/THERMOPLAST W/EYEBLT	3
5	HIGH VOLTAGE BUSHINGS	
	TYPE: STANDARD HV BUSHING	2
6	GROUNDING PROVISION: W/ GROUND STRAP(S)	1
7	P.R.V.: GENERIC.25 10PSI35SCFM(-01 OR -30)	1
8	COVER GROUND STRAP	1
9	TANK GROUNDING PROVISION: NO GROUND LUGS	2

ADDITIONAL FEATURES

TAP SW: STANDARD SWITCH, STANDARD HANDLE
 OIL TYPE: STD TX MINERAL OIL

ITEM AND/OR STOCK #	KVA	DIMENSIONS IN INCHES			APPROX. GAL OIL	APPROX. WEIGHT LBS
		A	B	C		
1	25	34.9	21.6	19	12.5	376

ERMCO

CUSTOMER:
CITY OF ESCANABA

RFO/SPEC #:

SCALE:
NTS

DATE:
10/21/15

BY:
JC

QUOTE NUMBER:
414601

1H28 08-19-05

**** UNCONTROLLED ****

RE-PRINT

CUSTOMER COPY

QUOTE # 414709-00
QUOTED DATE 10/22/15

BILL TO:
RESCO
P.O. BOX 44430

SHIP TO:
CITY OF ESCANABA
1711 SHERIDAN RD

MADISON

WI53744

ESCANABA

MI49829

DESCRIPTION	PRODUCT NUMBER	QTY	UNIT PRICE	EXT PRIC
-------------	----------------	-----	------------	----------

TRANSFORMER LOSS DATA IS BASED ON ANSI C57.12.00:

LOSS GRT: AVE VOLT% : 100

NL TEMP BASIS: 85 LL TEMP BASIS: 85

FOB ESCANABA, MI. FREIGHT PREPAID AND ALLOWED.

LEAD TIME 8-10 WEEKS.

*QUOTED PER THREE PHASE PADMOUNT TRANSFORMER
SPECIFICATIONS

-ERMCO 3-PHASE TRANSFORMERS ARE CONSTRUCTED WITH A
BOLT-ON TANK COVER FOR ACCESS TO INTERNAL
COMPONENTS.

-ERMCO WILL NOT PROVIDE LIFT OUT FRONT BARRIER ON
THE PRIMARY COMPARTMENT.

PRICES ARE FIRM FOR RECEIPT OF AN ORDER WITHIN 30
DAYS FROM 10/22/15 AND DELIVERY WITHIN THE QUOTED
LEAD TIME. DELIVERIES BEYOND THE QUOTED
LEAD TIME WILL BE SUBJECT TO ESCALATION BASED
ON THE ERMCO MATERIAL PRICE INDEX AT THE
TIME OF SHIPMENT. THE BASE ERMCO MATERIAL
PRICE INDEX FOR THIS QUOTATION IS - 20.45%.

ITEM 1

ERMCO 3 PHASE PAD TRANSFORMER 3PH-PAD 2

ITEM#: 1.00

YOUR PRODUCT \$ 18,225.00/each

NL= 1498 LL= 9585

OPTIONS BEGIN.....

ERMCO	ERMCO STD 3PH TRANSFORMER
1500	1500 KVA
Y	WYE
501Y	12470Y/7200 95 BIL
N	NO NEUTRAL GROUND
003	2 TAPS 2.5% ABOVE & BELOW
351	480 DELTA W/ ONE 240 MIDTAP LH
S5	ANSI SPECIFIC K DIM=5.0
L	LOOP FEED
000	ERMCO STD FIXED STUD WELL
G15	STD INSERT SYSTEM SELECT
000	ELBOW ARRESTERS NOT SELECTED
S	STAGGERED LV BUSHING ARRANGEMENT
000	ERMCO STD STUD LV BUSHINGS
600	6 HOLE NEMA SPADES
E53	CURR SENSING BAYO & LINK (GENERIC)
A00	STD ISOLATION LINK BY CONFIGURATOR

RE-PRINT

CUSTOMER COPY

QUOTE # 414709-00
QUOTED DATE 10/22/15

BILL TO:
RESCO
P.O. BOX 44430

SHIP TO:
CITY OF ESCANABA
1711 SHERIDAN RD

MADISON

WI53744

ESCANABA

MI49829

DESCRIPTION	PRODUCT NUMBER	QTY	UNIT PRICE	EXT PRIC
000	MILD STEEL TANK & PEDESTAL			
000	MILD STEEL CABNET & SILL			
0	STD CABINET PARTITION			
1	GREEN W/2" BLACK POLYMER UNDERCOAT			
0	STANDARD HARDWARE.			
11	SILICON BRONZE PENTABOLT			
1	#10-1 1-WAY TIN PLATED 19-01			
1	S.S. 2HOLE GRD PAD IN PRI & SEC			
00	STANDARD AIR SPACE			
00	GENERIC PR VALVE .25 10PSI 35SCFM			
Z	ERMCO STD DRAIN VALVE W/ SAMPLER			
0	1"NPT FILL PLUG			
0	NO LIQUID LEVEL GAUGE SELECTED			
0	NO VACUUM GAGE SELECTED			
0	NO TEMPERATURE GAGE SELECTED			
H	HOT STICK STYLE SWITCH HANDLE			
0	STD TX OIL			
A	STANDARD TWO NAMEPLATES			
00	STD KVA DECAL OUTSIDE			
00	DOES NOT REQUIRE PCB DECAL.			
11	"DANGER" MR OUCH GENERIC			
02	WARNING "MR OUCH" GENERIC			
99	STD PRIMARY DECAL INSIDE (HV)			
00	NO SECONDARY VOLTAGE DECALS			
00	STD ERMCO "E" LOGO DECAL			
N	NO SPECIAL TEST NEEDED			
OPTIONS END.....				

100% CTR @ TIME OF SHIPMENT

24 HOUR NOTICE

BIDDER'S PROPOSAL

Date: 10-23-15

CG Power Transformers

City of Escanaba
Escanaba, MI 49829

We, the undersigned, agree to furnish and guarantee the following:

ALL NEW TRANSFORMERS PRIMARY VOLTAGE 7200/12470Y

(12) 25KVA POLEMOUNT 120/240V

\$ No bid on single phase units

(2) 1500KVA PADMOUNT 240/480V

\$ \$ 17,998.00/e 35,996.00 total

TOTAL PRICE OF TRANSFORMERS:

\$ 35,996.00

DELIVERY DATE F.O.B.: ESCANABA, MI:

8-10wks

Certified Check, Cashier's Check, or Bidders Bond
Enclosed in the amount of:

\$ 10% bid bond

FACTORS TO BE CONSIDERED IN AWARDING TRANSFORMER BID:

1. Price
2. Annual cost basis including core, copper, exciting current and regulation loss costs.
3. Past experience in operating and maintaining transformers in Escanaba.
4. Paint process.
5. Weight, dimensions, and size.
6. Delivery Date
7. 24 hour notice of delivery to: (906).786-0061

NOTE: Transformers will not be paid for until full requirements have been met, to include, but not limited to:

- all products have been received
- required test results have been received

**CG Power Systems USA Inc**

Registered Office & Plant:
 One Pauwels Drive, Washington, Missouri 63090, USA
 T +1 636 239 9300 F +1 636 239 9395 W www.cgglobal.com

TECHNICAL SPECS

Date: 10/21/2015
 Quotation Number: 95910714
 Item Number: 10



Customer Line No.:		Quantity:	2	
Unit Price:	\$17,998.00	Extended Price:	\$35,996.00	
Three Phase Pad-Mount Transformer(s)				
kVA Rating:	1500 kVA	Model #:		
	Mineral Oil Immersed	Cooling Class:	ONAN	
Primary Voltage:	12470Y/7200 volts	Frequency:	60 Hz	
Primary BIL Rating:	95 kV	Avg. Winding Temp.:	65 °C	
HV Winding Matl:	Aluminum	Secondary Voltage:	480Delta/240MIDTAP volts	
High Voltage Taps:	B Taps - Two 2.5% Taps below Nominal and Two 2.5% Taps above Nominal		Secondary BIL Rating:	30 kV
No Load Loss:	1586 Watts	LV Winding Matl:	Aluminum	
Impedance:	5.73 %	Load Loss:	9049 Watts	
		Total Loss:	10635 Watts	

Tank Enclosure:
 Welded Cover w/(1) Handhole(s) - 10x16
 Cabinet Depth: 19 Inches, Pentahead Security Bolts
 Steel HV-LV Barrier

Bushings:
 Loop Feed ANSI Specific Dimensions
 Dead Front Primary Terminations: Wells , (6) Inserts
 Secondary Terminations: Epoxy Bushings w/Thread-on 6 Hole Brass J Spades

Protection:
 Dual Sensing Bayonet Fusing (). Plastic Dripshield ()

Accessories:
 Pressure Relief Valve , Drain valve w/Sampler
 Liquid Level Gauge, Liquid Temperature Gauge, Pressure Vacuum Gauge
 Ground Lugs
 Lexán Front Barriers on HV

Switching:
 H0 Bushing NOT Grounded

Paint Color:
 GREEN (Munsell 7.0GY3.29/1.5), UNDERCOAT BASE BAR

Standards:
 Quoted in compliance with the latest applicable ANSI standards unless otherwise specified by the customer.

Shipment: 7 to 9 weeks



Smart solutions.
Strong relationships.

Quotation Number: 495910714

Date: 10/21/2015

Customer: RURAL ELECTRIC SUPPLY COOP.
P.O. BOX 44430
MADISON, Wisconsin 53744-4430
USA

Attention: STEVE BRIETZMAN
Fax: 608-831-7294 Email:

Cust. Code: 1000021
Region: 200300

Reference: CITY OF ESCANADA, MI

We are pleased to present our quotation for three phase transformers with the accessories according to the attached bill of material(s).

General Conditions:

- Prices: Firm for the duration of the contract.
- Validity: From 10/22/2015 to 11/22/2015
- Taxes: Federal, state, local or any other taxes are excluded.
- Freight: FOB Dest., Frt allowed on PPD
- Payment: 30 Days Net
- Warranty: Standard, 12 months from the date of installation, but not to exceed 18 months from the date of shipment.

Any design dimensions, unless otherwise specified are for indication only, and are not binding. This quotation is subject to CG Power System USA Terms and Conditions of Sale, which are available at www.cglobal.us.

Any deviation from the attached bill of material(s), before or after receipt of order, may affect price and delivery. The quoted ship weeks will go into effect after all outstanding technical matters have been resolved. Ship weeks are based on plant loading at time of quotation. Please verify ship weeks when placing an order. Please reference our quotation number on all purchase orders and correspondence.

We will be pleased to provide you with any additional information that is required. Thank you for your inquiry, and we look forward to working with you in the future.

Sincerely,

CG Power Systems USA Inc

Sally A. Klackamp

(for Ken)

Ken Moeslein
Account Specialist
Utility Sales
(636)239-9327 x

Brian McCarrick
Product Sales Manager
Distribution Transformers
(636) 239-9380

You are requested to please refer to CG's Customer and Supplier Privacy Policy available on CG's website www.cglobal.com to understand and familiarise yourself with CG's Privacy Policy towards its business partners with respect to sharing of personal data.



AVANTHA
GROUP COMPANY



Smart solutions.
Strong relationships.

Quotation Number: 495910714

Date: 10/21/2015

Customer: RURAL ELECTRIC SUPPLY COOP.
P.O. BOX 44430
MADISON, Wisconsin 53744-4430
USA

Cust. Code: 1000021
Region: 200300

Attention: STEVE BRIETZMAN

Quotation Comments:

Percent Exciting current:
Item 10: 1.05 @100%

Percent Regulation
Item 10: 77 @100%

Overall dimensions,
Item 10: 66"W X 62"D X 79"H

Total weight
Item 10: 9,708 LBS

25. TEST REPORTS ARE SENT AT TIME OF INVOICING NOT AT TIME OF OR WITH SHIPMENT.

27. CG POWER CAN SUBMIT OUR STANDARD MSDS SHEETS AT THE TIME OF ORDER. PLEASE NOTE WHICH MSDS IS NEEDED ON YOUR PURCHASE ORDER.

Due to the volatility of the raw materials market, strict interpretation of our 30 day quotation validation period must be adhered to. If your quote has expired, please consult your Account Specialist/Product Engineer for a quotation update.

Accurate and detailed ship to address and contact information is required at time of purchase order to assure correct shipping and handling.

Orders entered 'on HOLD for APPROVAL' and NOT released within three (3) weeks after receiving factory approval type drawings are subject to price increases at the time of release.

If approval drawings are required, quoted lead times begin after drawings have been approved.

Subject to credit approval.

You are requested to please refer to CG's Customer and Supplier Privacy Policy available on CG's website www.cgglobal.com to understand and familiarise yourself with CG's Privacy Policy towards its business partners with respect to sharing of personal data.



AVANTHA
GROUP COMPANY



Order/Quotation: 495910714-10

kVA: 1500

Cabinet Height (mm): 2007 (79")

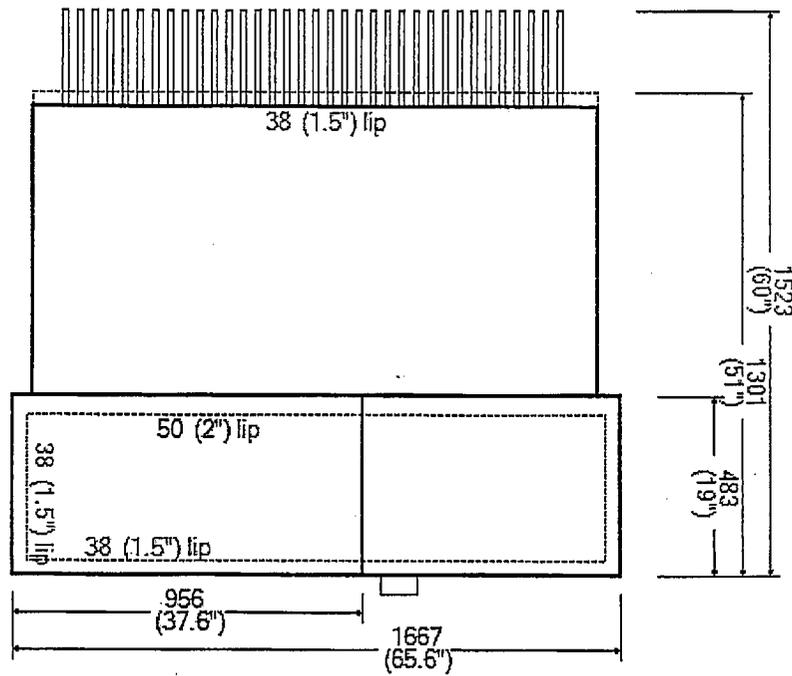
HV: 12470Y/7200

Weight (lbs): 9708

LV: 480D - 120MidTap

Coolant (gallons): 365

TRANSFORMER OVERHEAD VIEW



Dimensions are preliminary and not for construction.



PAINT SYSTEM

CG Power Systems USA Inc employs an automatic shot blast system, followed by a five stage power wash and substrate preparation system. After shotblasting and thorough cleaning, the transformer tank (and associated parts) receive a coating of high quality polyester powder paint (which has been developed specifically for transformer application). Where appropriate, a high quality liquid topcoat is applied. This system has been fully tested and certified to be in full compliance with ANSI coating specification ANSI C57.12.28-1999, American National Standard for Pad-Mounted Equipment – Enclosure Integrity.

Munsell 7GY 3.29/1.5 Pad-Mount Green **Liquid Topcoat** per
ANSI C57.12.28-1999 Section 5.4 Coating System Performance Requirements

<u>Test # (qty TP)</u>	<u>Description</u>	<u>Requirement</u>	<u>Test Value</u>
5.4.1 (3 - Fig 5)	ASTM B117 Salt Spray test	1500 hrs, rating no less than 6 from an ASTM D1654 scribe.	#7 rating, no blistering
5.4.2 (1 - Fig 6)	ASTM D3359 Adhesion test	5B rating (min)	5B rating
5.4.3 (2 - Fig 5)	ASTM D4585 Humidity Test	1000 hrs - no blistering, no more than 1 change in pencil hardness per ASTM D3363	No blistering, no more than 1 change in pencil hardness
5.4.4 (1 - Fig 6)	ASTM D2794 Impact Resistance Test	80 in-lbs min. No red rust after 24 hrs salt spray exposure per ASTM B117	80 in-lbs, no red rust after salt spray
5.4.5 (1 - Fig 6)	Insulation Fluid Resistance Test	72 hrs immersion at 100C, no loss of adhesion per ASTM D3359. No blistering, streaking. No more than 1 change in pencil hardness per ASTM D3363	No adhesion loss, No blistering, no streaking. No more than 1 change in pencil hardness



PAINT SYSTEM

Pad-Mount Green Powder Primer per
ANSI C57.12.28-1999 Section 5.4 Coating System Performance Requirements
(continued)

<u>Test # (qty TP)</u>	<u>Description</u>	<u>Requirement</u>	<u>Test Value</u>
5.4.6 (2 - Fig 6)	ASTM G53 Accelerated Weathering Test	500 hrs exposure to FS40 lamps, 4 hrs 60C/ 4 hrs 50C. No more than 50% loss of gloss per ASTM D523	No cracking or crazing
5.4.7 (3 - Fig 5)	ASTM G53 QUV/SCAB (Exterior Only)	504 hrs QUV per ASTM G53. 15 cycles of SCAB testing. No less than 6 rating from ASTM D1654 scribe. No blistering	6 rating, no blistering
5.4.8 (1 - Fig 7)	ASTM D4060 Abrasion Resistance (Tabor) Test (Exterior Only)	3000 cycles (CS10, 1kg). No wear through, no red rust after 24 hrs salt spray per ASTM B117	No wear through, no red rust after salt spray
5.4.8 (2 - Fig 8)	ASTM D3170 Chip Resistance (Gravelometer) Test (Exterior Only)	60 psi air pressure, 4B min. rating per SAE J400, 24 hrs salt spray per ASTM B117	4B min rating

BIDDER'S PROPOSAL

Date: 10-23-15

Howard Transformers

City of Escanaba
Escanaba, MI 49829

We, the undersigned, agree to furnish and guarantee the following:

ALL NEW TRANSFORMERS PRIMARY VOLTAGE 7200/12470Y

(12) 25KVA POLEMOUNT 120/240V

\$ 769.50/e 9,234.00 total

(2) 1500KVA PADMOUNT 240/480V

\$ 21,714.00/e 43,428.00 total

TOTAL PRICE OF TRANSFORMERS:

\$ 52,662.00

DELIVERY DATE F.O.B.: ESCANABA, MI:

8-10wks

Certified Check, Cashier's Check, or Bidders Bond
Enclosed in the amount of:

\$ 10% bid bond

FACTORS TO BE CONSIDERED IN AWARDING TRANSFORMER BID:

1. Price
2. Annual cost basis including core, copper, exciting current and regulation loss costs.
3. Past experience in operating and maintaining transformers in Escanaba.
4. Paint process.
5. Weight, dimensions, and size.
6. Delivery Date
7. 24 hour notice of delivery to: (906) 786-0061

NOTE: Transformers will not be paid for until full requirements have been met, to include, but not limited to:

- all products have been received
- required test results have been received

HOWARD INDUSTRIES

Howard Industries, Inc.
Utility Transformer Division
P.O. Box 1588
Laurel, MS 39441-1588
Phone: 601 425 3151
Fax: 601 649 8090

QUOTATION CUSTOMER COPY

ESCANABA MUN. EL. UT.
120 NO. 8TH ST.
ESCANABA, MI 49829

FOB: DESTINATION
PRICING: FIRM FOR QUOTED SHIPMENT
AGENT: AMERICAN POWER & COMMUNI

VALIDITY: 30 DAYS
TERMS: NET 30 DAYS
INQUIRY: ESCANABA

QUOTATION NO: CD-2172
QUOTATION DATE: 10/22/2015
PAGE NO: 1

Item	Qty	Description	Unit Price	Shipment ARO
ITEM 1	12	PRODUCT: 1-PHASE OVERHEAD INVESTOR CONVENTIONAL SINGLE VOLTAGE KVA: 25 KVA HV: 7200/12470Y 95KV BIL LV: 120/240 30 KV BIL TAPS: (2) 2-1/2 ABOVE & BELOW TANK: MILD STEEL LOSSES: NO LOAD = 56, LOAD = 300, TOTAL = 356 IMPED = 2.1 OIL TYPE: MINERAL	\$769.50	08-10 WKS
ITEM 2	2	PRODUCT: 3-PHASE PADMOUNT ANSI C57.12.34 DEAD FRONT SINGLE VOLTAGE KVA: 1500 KVA HV: 12470Y/7200 95KV BIL LV: 480 DELTA WITH MIDTAP 30KV BIL TAPS: (2) 2-1/2 ABOVE & BELOW LOSSES: NO LOAD = 1290, LOAD = 10464, TOTAL = 11754 IMPED = 5.9 OIL TYPE: MINERAL QUOTED PER CUSTOMER INQUIRY DATED 10-15-15 EVALUATED AT 5.43/1.22 ITEM 1: SINGLE PHASE POLE-2 BUSHING-CONVENTIONAL-SPLIT TAPS ITEM 2: THREE PHASE PAD-DEAD FRONT-LOOP FEED-SPLIT TAPS-WELLS/INSERTS-BAYONET FUSING-SPADES-PRESSURE RELIEF VALVE ORDERS REQUIRING APPROVAL DRAWINGS: LEADTIMES QUOTED ASSUME THAT APPROVAL	\$21,714.00	08-10 WKS

UNCONTROLLED COPY

UNLESS VIEWED ON A PC FROM THE 'QCShare on Howardpdc Drive

CONTINUED ON NEXT PAGE

Document: 2401
Revision: 1
Author: Rga

HOWARD **Hi** INDUSTRIES

Howard Industries, Inc.
Utility Transformer Division
P.O. Box 1588
Laurel, MS 39441-1588
Phone: 601 425 3151
Fax: 601 649 8090

QUOTATION CUSTOMER COPY

ESCANABA MUN. EL. UT.
120 NO. 8TH ST.
ESCANABA, MI 49829

FOB: DESTINATION
PRICING: FIRM FOR QUOTED SHIPMENT
AGENT: AMERICAN POWER & COMMUNI

VALIDITY: 30 DAYS
TERMS: NET 30 DAYS
INQUIRY: ESCANABA

QUOTATION NO: CD-2172
QUOTATION DATE: 10/22/2015
PAGE NO: 2

Item	Qty	Description	Unit Price	Shipment ARO
		<p>DRAWINGS WILL BE SIGNED AND RETURNED TO HOWARD INDUSTRIES WITHIN TWO WEEKS OF RECEIPT OF SAID DRAWING. SHOULD THE PROCESS REQUIRE ANY ADDITIONAL TIME BEYOND THESE TWO WEEKS, THAT ADDITIONAL TIME WILL BE ADDED TO THE QUOTED LEADTIME.</p> <p>TRANSFORMERS ON THIS QUOTATION ARE DESIGNED TO COMPLY WITH DOE EFFICIENCY REQUIREMENTS EFFECTIVE FOR COVERED TRANSFORMERS COMPLETING MANUFACTURE BEGINNING JANUARY 1, 2016.</p>		

UNCONTROLLED COPY

UNLESS VIEWED ON A PC FROM THE QShare on Howardpdc Drive

LAST PAGE

SUBMITTED BY CHALICE DAVIS

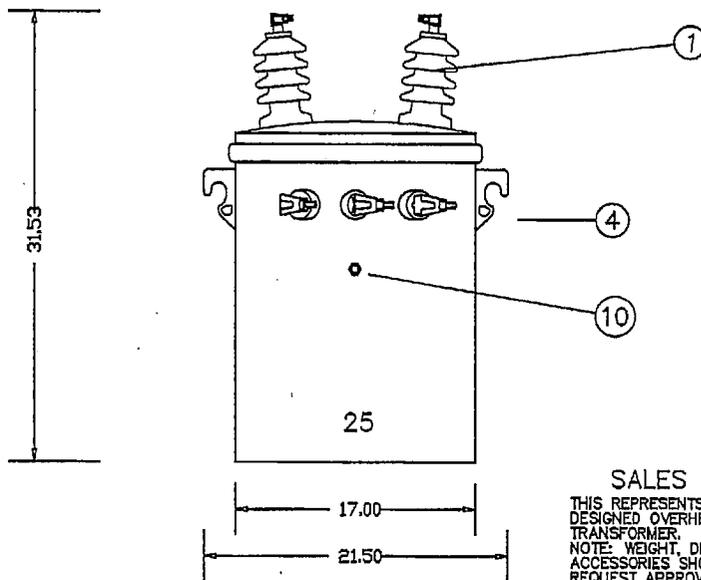
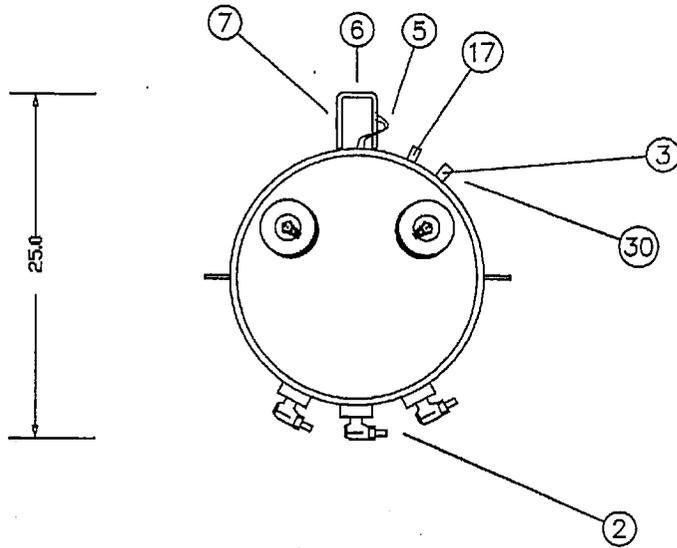
DocuSign 2.3.01
Reason: I
Authorized: BSS

APPROXIMATE WEIGHT: 386 LBS
25 KVA

0304-002172-001
No.

LEGEND:

- 1. HIGH VOLTAGE BUSHING
- 2. LOW VOLTAGE BUSHINGS
- 3. PRESSURE RELIEF VALVE
- 4. LIFTING LUGS
- 5. COVER GROUND STRAP
- 6. HANGER BRACKETS
- 7. NAMEPLATE
- 10. LV NEUTRAL GROUND
- 17. TAP CHANGER
- 30. TANK GROUND PROV.



NOTES:

H.I. QUOTE CD2172 001
PER SPEC CUSTOMER
DATED 10-15-15

TRANSFORMER COLOR IS GRAY
ANSI #70, MUNSELL 5BG 7.0/0.4.

SALES DRAWING
THIS REPRESENTS A TYPICAL ANSI
DESIGNED OVERHEAD, DISTRIBUTION
TRANSFORMER.
NOTE: WEIGHT, DIMENSIONS, AND
ACCESSORIES SHOWN ARE TYPICAL.
REQUEST APPROVAL DRAWING IF
ACTUAL WEIGHT, DIMENSIONS, AND
CUSTOMER REQUIREMENTS ARE NEEDED.

HOWARD **Hi** INDUSTRIES INC.

LAUREL, MISS. USA 39440
MFG. OF DISTRIBUTION TRANSFORMERS

NAME: ESCANABA MUN. EL. UT. CC 746

DESCR: 7200/12470Y - 120/240

95 KV BIL 2 BUSHING CONV TAPS SPLIT

REV	DATE	REVISION	BY	APP

SCALE NTS DWG BY CD CHK BY DATE 10/21/15

TIME: 09:41:24.230

NAMEPLATE

0304-102172-001
NO.

HOWARD INDUSTRIES LAUREL, MS USA SINGLE PHASE TRANSFORMER
 KVA 25 $\frac{\% \text{ IMP}}{85^\circ\text{C}}$ POL ADD WGT 386 LB
 H 7200/12470Y
 L 120/240 TYPE II OIL 11 GALS
 CLASS ONAN 80 HZ CONT. 85°C RISE READ INSTRUCTION HI-102 BEFORE OPERATING

HIGH VOLTAGE	TC PCS
105.0	1/A
102.5	2/B
100.0	3/C
97.5	4/D
95.0	5/E

HV AL WNG 95 BIL
 LV AL WNG 30 BIL
 CONTAINS NO DETECTABLE LEVEL OF PCB (LESS THAN 2 PPM) AT THE TIME OF MANUFACTURE
 MFGD MON/YR

HI *

* SERIAL NUMBER

ESCANABA MUN. EL. UT.

H.I. QUOTE CD2172

ITEM NO. 001

SEE SAME ITEM NUMBER FOR

OUTLINE DRAWING

SALES DRAWING
MORE DETAILS ARE PROVIDED
ON THE APPROVAL DRAWING

HOWARD **Hi** INDUSTRIES INC.

LAUREL, MISS. USA 39440
MFG. OF DISTRIBUTION TRANSFORMERS

NAME: LASER NAMEPLATE

CC 0018

DESCR:

REV	DATE	REVISION	BY	APP

SCALE FULL

DWG BY CD

CHK BY

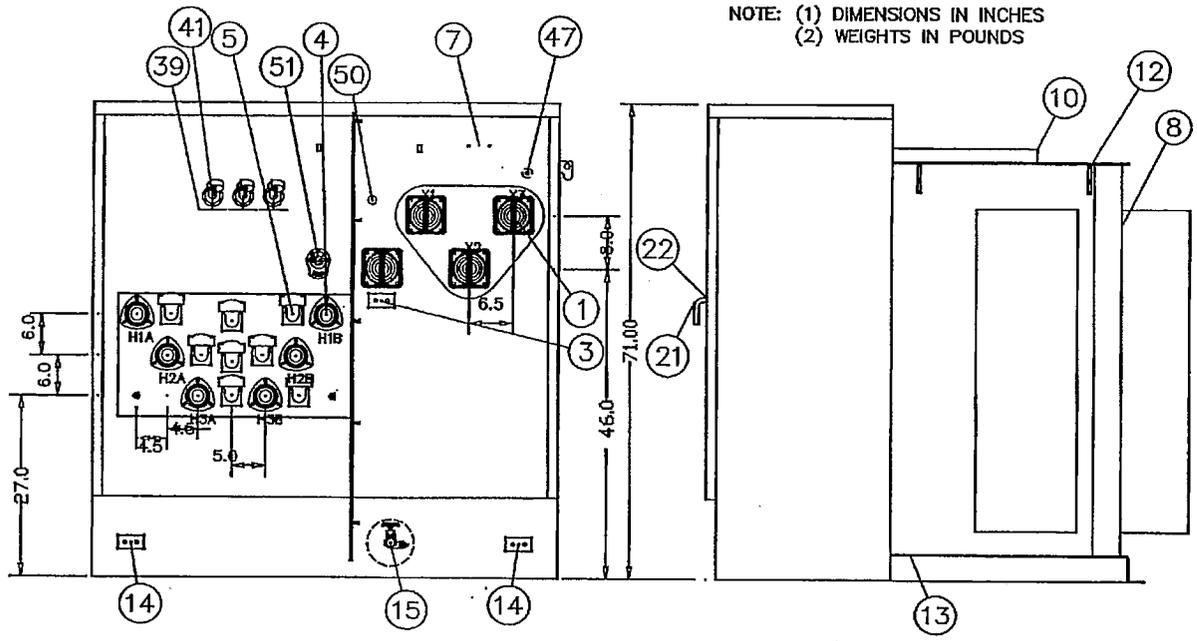
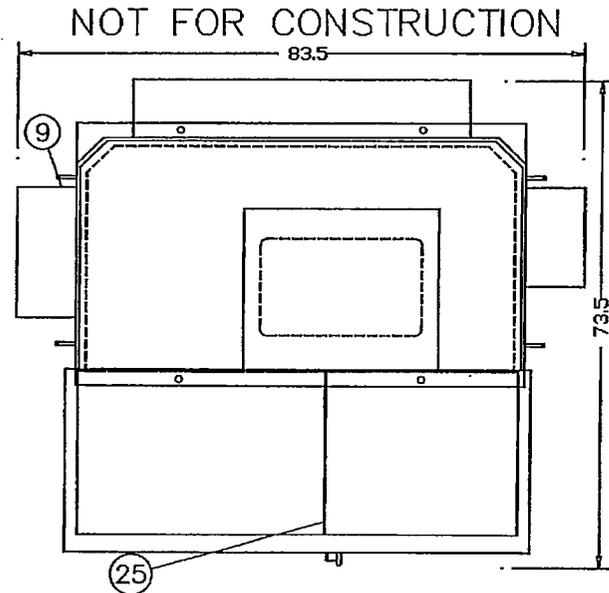
DATE 10/21/15

0304-102172-001

DESCRIPTION	
1	LV BUSHING & 6-HOLE SPADE
3	2 HOLE HORIZ NEMA GRD PAD
4	HV LB INSERT UNIV. 95 BIL
5	3.95" LOADBREAK PARKING STAND
7	NP ON DOOR, SERIAL ON TANK
8	TANK
9	COOLING RADIATORS
10	HANDHOLE & SECURITY COVER
12	LIFTING LUGS
13	JACKING PROVISIONS
14	2 HOLE HORIZ NEMA GRD PAD
15	1 IN DRAIN VALVE AND SAMPLER
21	PADLOCKABLE DOOR HANDLE
22	3 PT LATCH PENTA SEC BOLT
24	12 IN REMOVABLE SILL
25	METAL LV-HV BARRIER
39	CLIP ON DRIP SHIELD
41	BAYONET FUSE HOLDER
47	PRESSURE RELIEF VALVE
50	OIL LEVEL PLUG
51	TAP CHANGER HANDLE

SPECIAL NOTES	
A	BAY-O-NET FUSE
B	ISOLATION LINK FUSE
C	
D	
E	

CAT NO	9194002172002	
DWG BY	CD	DATE 10/19/15
APP BY		CC. 745



DWG NO. CD2172002			
HOWARD INDUSTRIES INC.			
LAUREL, MISS. USA 39440			
THREE PHASE PAD DISTRIBUTION TRANSFORMERS			
CUSTOMER : QUOTES			
SPEC. H.I. STD.		DATED	
KVA 1500.0BIL 95 TAPS TS-2 ABOVE 2 BELOW			
HIGH VOLTAGE 12470Y/7200			
LOW VOLTAGE 480 W/MIDTAP			
APPROX. CORE AND COIL WEIGHT			6313
APPROX. TANK AND ACCESS. WEIGHT			2657
GAL. OF OIL 408; APPROX. WEIGHT			3061
APPROX. TOTAL WEIGHT			12031
REV.	DATE	DESCRIPTION	BY APP
A			

NOTE: THE WEIGHTS AND DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CHANGE WITHIN THE CUSTOMER SPECIFIED LIMITS. APPROVAL DRAWINGS WITH THE ACTUAL WEIGHTS AND DIMENSIONS WILL BE PROVIDED UPON REQUEST AFTER RECEIPT OF ORDER.

NOTE: (1) DIMENSIONS IN INCHES
(2) WEIGHTS IN POUNDS

CD2172002

NO. CD2172002

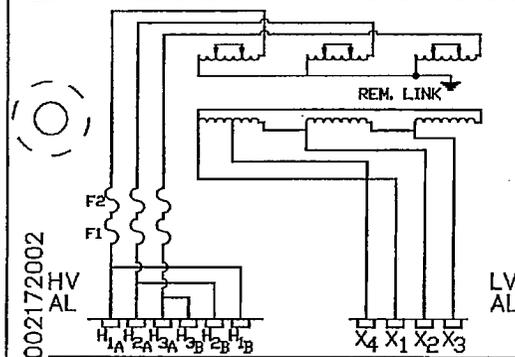
THREE PHASE TRANSFORMER
DOE COMPLIANT
HOWARD INDUSTRIES LAUREL MS 39440 USA

READ INSTRUCTION HI 105 BEFORE OPERATING MFG

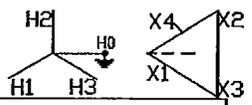
KVA 1500
HV 12470Y/7200
WT TANK 2657 c&c 6313 TYPE II 3061 LBS
LB 408 GAL TOTAL 12031 LBS
BIL HV 95 LV 30KV %IMP
LV 480 W/MIDTAP AMPS 1803

CONT 65 °C RISE CLASS ONAN 60HZ
TANK DESIGNED FOR +7 PSIG
F1 ISOLATION LINK
F2 BAYONET FUSE

CONTAINS NO DETECTABLE LEVEL OF PCB (LESS THAN 2 PPM) AT THE TIME OF MANUFACTURE.



VOLTAGE	POS	AMPS
13090	1/A	66.14
12780	2/B	67.75
12470	3/C	69.44
12160	4/D	71.23
11850	5/E	73.10



9194002172002

SER. NO. BAR CODE CAT. NO. BAR CODE

SER. NO.

REV	DATE	REVISION	BY	APP

HOWARD INDUSTRIES INC.
LAUREL, MISS. USA 39440
MFG. OF DISTRIBUTION TRANSFORMERS

NAME:	LASER NAME PLATE	CC	857
DESCR:	LF/TP/2FUSE/	Y-D	
ID	3GCD0236	DWG:	CD2172002
SCALE	1.000	DWG BY	CHK BY
			DATE 10/19/15

**Standard Terms and Conditions
For the Sale of Fluid-Filled Distribution Transformers
(Domestic)**

General

The standard terms and conditions as stated herein constitute the sales contract between Howard Industries, Inc., (hereinafter referred to as "Supplier") and the Purchaser, unless otherwise noted on a Supplier quotation or order acknowledgement. In the event of a conflict between the provisions of a Supplier quotation or order acknowledgement and the standard terms and conditions as stated herein, the provisions of the Supplier's quotation or order acknowledgement shall prevail.

No part of these standard terms and conditions may be altered nor may any additions or deletions be made unless authorized in writing by the Supplier's Marketing Department.

Quotations

Prices shall be quoted F.O.B. destination, freight prepaid. Quoted prices shall not include sales, use, excise, or any other state and local taxes for which the Purchaser may be liable. Written and verbal quotations shall expire thirty (30) days from the date of the quotation.

Purchase Orders

All purchase orders shall be subject to the approval of the Supplier's Marketing Department. The Supplier shall reserve the right to decline any order.

Schedules

Upon receipt of a purchase order and its entry into the production schedule, the Supplier shall send to the Purchaser an acknowledgment, which states and estimated shipping schedule. It shall be the Supplier's intent to honor this schedule if at all possible.

The Supplier shall not be held liable for delay in performance or failure to perform its obligations, if such delay or failure to perform results from situations not reasonably within the Supplier's control, including acts of God, strikes or other labor disputes, civil or military insurrection or riot, delays in transportation, delays as a result of poor vendor performance; causalities such as fire or explosion, or the acts, regulations, or restrictions of governmental authorities.

In cases where the Purchaser requires approval drawings, the production schedule shall begin on the date the approved drawings are received by the Supplier's Marketing Department. This schedule shall be based on current production capabilities and shall supersede any previously stated schedule.

Modification of existing orders by the Purchaser may cause a change in the originally stated shipping schedule.

The Supplier reserves the right to manufacture and ship any items in advance of the acknowledged shipping schedule, unless expressly forbidden by the Purchaser at the time of the order entry.

Cancellation and Modification

The Supplier may hold the Purchaser liable for any expenses incurred or commitments made on any purchase order which is canceled or modified by the Purchaser. In the event the Supplier chooses to manufacture any items in advance of the acknowledged schedule and such advance manufacture is not expressly forbidden by the Purchaser, such advance manufacture shall not void the Purchaser's liability for modifications and cancellation charges as stated herein.

Payment

All accounts are payable net thirty (30) days after the date of the invoice. If Purchaser fails to pay any invoice in full within the time stated in the payment terms hereof, Seller may, without notice, accelerate the due date of all outstanding invoices and require that all outstanding invoices, including any interest thereon, be immediately due and payable in full.

Warranty

Howard Industries, Inc. (hereinafter "Supplier") warrants to the original Purchaser that distribution transformers (hereinafter "Equipment") manufactured by Supplier shall be free from defects in material and workmanship under normal use and service conditions. The term of this Warranty shall be the lesser of twelve (12) months from the date of initial installation or eighteen (18) months from date of manufacture.

If within the Warranty period any Equipment shall be proved to Supplier's satisfaction to be defective, such Equipment shall be repaired or replaced at the Supplier's option. Decision on the method and extent of repairs rests solely with Supplier. Supplier's obligation hereunder shall be limited to such repair or replacement, F.O.B. its factory, and shall be conditioned upon Supplier's receiving written notice of any alleged defect within ten (10) days after its discovery and at Supplier's option, return of such Equipment or parts prepaid to Supplier's factory. The costs for removal of defective Equipment and re-installation of repaired or replaced Equipment shall be at Purchaser's expense.

In order to be covered by this Warranty, the Equipment must be properly installed according to accepted industry practices and protected by properly installed and coordinated voltage surge suppressors, current overload, and other current protective devices as appropriate. This Warranty does not cover Equipment that has been subjected to negligence, abuse, accident, damage by circumstances beyond Supplier's reasonable control; improper installation, operation, maintenance or storage; modification other than by Supplier; or storage or operation in "Unusual Service Conditions" as defined by IEEE Standard C57.12.00.

In order to qualify for repair or replacement under the provisions of this Warranty, the Supplier may require that defective Equipment be returned to the Supplier's factory and in such event will provide written authorization to Purchaser. The Supplier will not be responsible for Equipment returned without such written authorization. The Supplier will assume no liability for expenses incurred for repair or replacement of Equipment that is not in accordance with the provisions of this Warranty.

THIS WARRANTY STATES THE SUPPLIER'S ENTIRE AND EXCLUSIVE LIABILITY AND THE PURCHASER'S EXCLUSIVE REMEDY AND SUPPLIER HEREBY DISCLAIMS ALL OTHER WARRANTIES OF ANY SORT, EXPRESS OR IMPLIED, EXCEPT THAT OF TITLE, AND SUPPLIER HEREBY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, COURSE OF DEALING, USAGE OF TRADE AND FITNESS FOR A PARTICULAR PURPOSE, NOTWITHSTANDING ANY PURPORTED TERMS AND CONDITIONS CONTAINED IN ANY DOCUMENT PREPARED BY PURCHASER IN CONNECTION WITH THIS SALE. SUPPLIER SHALL NOT BE LIABLE FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OF ANY KIND WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFITS.

Standard Warranty
Fluid-Filled Distribution Transformers
(Domestic Sale)

Howard Industries, Inc. (hereinafter "Supplier") warrants to the original Purchaser that fluid-filled distribution transformers (hereinafter "Equipment") manufactured by Supplier shall be free from defects in material and workmanship under normal use and service conditions. The term of this Warranty shall not exceed twelve (12) months from the date of initial installation or eighteen (18) months from date of manufacture.

If within the Warranty period any Equipment shall be proved to Supplier's satisfaction to be defective, such Equipment shall be repaired or replaced at the Supplier's option. Decision on the method and extent of repairs rests solely with Supplier. Supplier's obligation hereunder shall be limited to such repair or replacement, F.O.B. its factory, and shall be conditioned upon Supplier's receiving written notice of any alleged defect within ten (10) days after its discovery and at Supplier's option, return of such Equipment or parts prepaid to Supplier's factory. The costs for removal of defective Equipment and re-installation of repaired or replaced Equipment shall be at Purchaser's expense.

In order to be covered by this Warranty, the Equipment must be properly installed according to accepted industry practices and protected by properly installed and coordinated voltage surge suppressors, current overload, and other current protective devices as appropriate. This Warranty does not cover Equipment that has been subjected to negligence, abuse, accident, damage by circumstances beyond Supplier's reasonable control; improper installation, operation, maintenance or storage; modification other than by Supplier; or storage or operation in "Unusual Service Conditions" as defined by IEEE Standard C57.12.00.

In order to qualify for repair or replacement under the provisions of this Warranty, the Supplier may require that defective Equipment be returned to the Supplier's factory and in such event shall provide written authorization to Purchaser. The Supplier shall not be responsible for Equipment returned without such written authorization. The Supplier shall assume no liability for expenses incurred for repair or replacement of Equipment that is not in accordance with the provisions of this Warranty.

THIS WARRANTY STATES THE SUPPLIER'S ENTIRE AND EXCLUSIVE LIABILITY AND THE PURCHASER'S EXCLUSIVE REMEDY AND SUPPLIER HEREBY DISCLAIMS ALL OTHER WARRANTIES OF ANY SORT, EXPRESS OR IMPLIED, EXCEPT THAT OF TITLE, AND SUPPLIER HEREBY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, COURSE OF DEALING, USAGE OF TRADE AND FITNESS FOR A PARTICULAR PURPOSE, NOTWITHSTANDING ANY PURPORTED TERMS AND CONDITIONS CONTAINED IN ANY DOCUMENT PREPARED BY PURCHASER IN CONNECTION WITH THIS SALE. SUPPLIER SHALL NOT BE LIABLE FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OF ANY KIND WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFITS.

THREE PHASE PADMOUNT TRANSFORMER SPECIFICATIONS

1. Padmounts: 60 Hertz three phase 65 degree centigrade.
2. Tank all welded sealed construction free from leaks and seepage. Undercoated base bar to minimize surface contact with the pad to prevent corrosion.
3. Windings shall consist of coils suitably insulated, thoroughly dried and vacuum treated.
4. Core shall be manufactured from core steel properly annealed, treated, insulated so as to maintain low losses and continuous cool operation at the rated load.
5. Padmount shall be manufactured according to and approved by ASA, EEI, REA, and NEMA Standards.
6. Shall be filled with non-sludge inhibited oil, and shall not be filled with polychlorinated biphenyl compound fluid.
7. Fill plug and self-actuating pressure relief device.
8. Oil level plug.
9. Low voltage standard bushings (spade).
10. Tank ground connector.
11. Drain plug with sampler.
12. High voltage ground connector.
13. Tamper proof, removable hinged cover.
14. Externally operated tap changer, with two (2) 2.5% taps above and below 100% rated primary voltage.
15. Barrier between high voltage and low voltage compartment and lift out front barrier on high voltage compartment.
16. Easy hot stick operation.
17. Pentahead bolt with captive nut.
18. Three point locking with provisions for padlocking.

THREE PHASE PADMOUNT TRANSFORMER SPECIFICATIONS
CONTINUED:

19. Removable bolted cabinet with two lift-off hinged doors with door stops and open bottom one inch flange and removable door sill.
20. Bay-o-net fuses installed.
21. Six high voltage bushing wells for loop feed capabilities.
22. Bushing well inserts installed.
23. The bidder, by the act of submitting a bid, shall be considered as agreeing to replace any transformer found, within one year from delivery date, not to fulfill the specifications enumerated herein.
24. All losses and impedance to be determined according to NEMA Standards.
25. Transformers shall be tested according to ANSI Standards and meet ANSI Acceptance Tests. Factory transformer test results to be supplied with each transformer.
26. In evaluating the bid proposals, the transformer bid price will be increased by \$5.43 per watt of core loss and \$1.22 per watt copper loss (full load).
27. All transformers must have Material Safety Data Sheets in accordance with Federal Occupational Safety and Health Standards and State of Michigan enrolled House Bill No. 4111.

SPECIFICS: Suppliers must submit with their bids complete technical information showing the following:

- Guaranteed core and copper losses
- Percent exciting current
- Percent regulation
- Total weight
- Overall dimensions
- Description of paint process
- Percent impedance
- Certified tests per ANSI/IEEE c57.12.00-1080 of each unit will be required with the shipment indicating individual and group averages.

SINGLE PHASE POLEMOUNT TRANSFORMER SPECIFICATIONS

- All transformers shall be conventional type, low loss, 60 hertz, single phase, 85° centigrade
- The transformer tank shall be welded steel construction, free from leaks and seepage. The cover shall be free from dirt, grease, scale and sealing impurities. A cover gasket shall be placed between the tank and cover to make a tight fit, and shall be provided with a pressure relief.
- Windings shall consist of coils suitable insulated, thoroughly dried, and vacuum treated.
- The core shall be manufactured from core steel, properly annealed, treated, and insulated so as to maintain low losses and continuous cool operation at rated load.
- Transformers shall be manufactured according to and approved by ANSI, EEL, RUS, and NEMA standards.
- Transformers shall be filled with non-sludge inhibited oil.
- Transformers shall not be filled with polychlorinated biphenyl compound fluid.
- Externally operated tap changer with two (2) 2 ½% taps above and below 100% rated primary voltage.
- Transformers shall be tested according to ANSI standards and meet ANSI acceptance tests. Factory transformer test results to be supplied with each transformer.
- All transformers shall have two (2) high voltage bushings.
- The bidder, by the act of submitting a bid, shall be considered as agreeing to replace any transformer (within one year from delivery date) not to fulfill the specifications enumerated herein.
- All losses and impedances to be determined according to NEMA standards.
- The transformer tanks must be painted, using a clean surface, at least 1 (one) coat of rust inhibitive primer, and at least two (2) coats of corrosion resistant paint.
- In evaluating the bid proposals, the transformer bid price will be increased by \$5.43 per watt of core loss, and \$1.22 per watt of copper loss (full load).
- All transformers must be supplied with a copper strap connecting the neutral to the tank ground.
- All transformers must have Material Safety Data Sheets in accordance with the Federal Occupational Safety and Health Standards and State of Michigan Enrolled House Bill No. 4111.

SPECIFICS: All suppliers must submit with their bids complete technical information showing the following:

- Guaranteed core and copper losses
- Percent exciting current
- Percent regulation
- Total weight
- Overall dimension
- Description of paint process
- Percent impedance
- Certified test per ANSI/IEEE, C57.12.00-1080 of each unit required with shipment, indicating individual and group averages.

ANY QUESTIONS SHOULD BE DIRECTED TO:

MIKE FURMANSKI
ELECTRIC ENGINEER
ESCANABA ELECTRIC DEPARTMENT
1711 SHERIDAN ROAD
ESCANABA, MI 49829
(906) 786-0061
FAX: (906) 786-0791

MEMORANDUM

NB# 8
CC 11/5/15

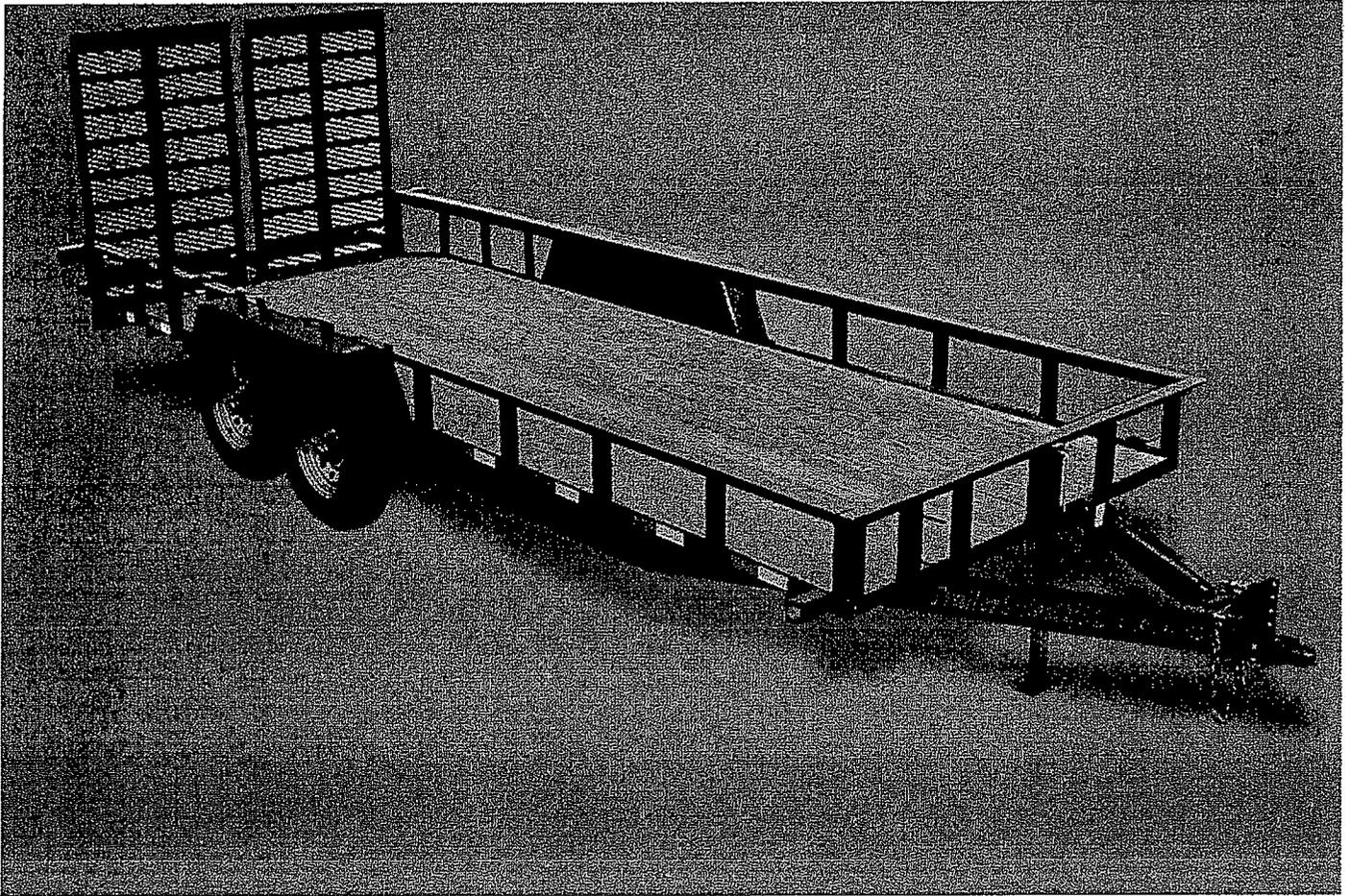
TO: James O'Toole, City Manager 
FROM: William Farrell, City Engineer
DATE: 10/29/15
RE: Purchase of a trailer to haul grooming equipment

In 2014 we bid and purchased a four wheeler with tracks and a groomer with a Hannahville 2% grant. That groomer was used specifically for the park cross country ski trail and was stored in the tennis court bathrooms shop. This year this piece of equipment will be used in the park and for the west side trails off of North 30th Street. After going through all of the trailers that we currently have, we did not have a trailer long enough to haul both the four wheeler and the groomer as one unit. Therefore we are requesting to purchase a new trailer for this use in the winter and a variety of uses throughout the rest of the year.

The Department of Public Works worked with vendors on a trailer specifically for this purpose and solicited quotes. Three (3) quotes were received and are attached. One local vendor was not able to get the trailer until next spring. The other two quotes will meet our needs.

The specifications needed in the new trailer is a trailer that is twenty-two (22) feet long with a clear opening of 80" inches between the wheel wells and a one piece folding ramp.

After reviewing the quotes we received we believe that the deluxe model from Trailer Sales of Michigan in Jackson, MI. The total purchase price for the deluxe model trailer is \$3,990. We would have to pick up the trailer from Jackson, MI. From the time of bid approval it would take two to three weeks for the trailer to be completed. This trailer purchased is not in the FY1516 budget. The funds would come from the Motor Vehicle Fund.



Handwritten signature: Ken Kline

\$3,890.00 Factory Direct

Our heavy duty Deluxe 13000 GVWR Utility Trailer is constructed with 3"x3"x3/16" angle frame, uprights and top rail, with 3" channel crossmembers on 17" centers, and a 6" channel wrap-around tongue. The running gear features 6,000 lb. heavy duty 8 lug axles with 16" 235/80 load range E RADIAL tires. The heavy duty 6,000 lb. axles feature heavier wall axle tube than the 6,000 lb. axles on the 11,000 GVWP model. Standard features include a 2 5/16" adjustable coupler, 7K drop foot jack, heavy duty steel plate fenders, and pressure treated wood flooring. A standard dovetail with a full width heavy duty, spring assisted, split landscape gate makes loading your landscaping equipment easy. An upgraded lighting package with wiring in conduit and rubber mounted sealed beam lifetime LED lights and full reflective tape give added value to this Deluxe 13000 GVWR Utility Trailer.

NO HIDDEN FEES!!! WE QUOTE AN "OUT THE DOOR" PRICE OVER THE PHONE!!!

NO Document, Freight, or Assembly fees added. You pay ONLY the listed price plus state sales tax.

Specifications | Additional Options

G.V.W.R.	13,000 lb - Approx Empty Weight - 3,100 lb. - Capacity - 9,900 lb.
Electrical	Wiring in conduit with rubber mounted lifetime LED lights
Frame	3"x3"x3/16" angle frame uprights and top rail 3" channel cross members - 17" o.c.
Dovetail	2 ft.
Tongue	5 in. Channel wrap around
Tires	235/80 R16 LRE (3,520 lb.) radial
Floor	2 in. treated wood
Coupler	2-5/16 adjustable coupler
Safety Info	Break away kit, reflective tape, and safety chains
Ramps	N/A
Tiedowns	6 Stakepockets
Deck Length	21 ft. 20 flat + 2 ft. dovetail <i>Turn 22'</i>
Deck Height	20 in. (18 in. loaded)
Deck Width	81 in. Between fenders
Fenders	HD Diamond plate fenders with backs
Brakes	Both braking axles
Tailgate	5 ft tall - full width split spring assisted landscape gate
Wheels	Silver or White Mod (based on stock)
Jack	7,000 lb. drop foot jack
Axles	2 HD 6,000 lb. 3 lug e-z tube braking axles
Suspension	Double eye springs
Toolbox	N/A
Finish	Primed. 2 coats of automotive grade enamel

Low Prices, High Quality - Small Overhead, Big Savings

Trailer Sales of Michigan Home | Utility Trailers | Gooseneck Trailers | Equipment Trailers | Tilt Trailers | Car Trailers | Flatbed Trailers | Dump Trailers

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1-866-439-1818

BRIAN →

10/20/15 SPARE CALL 00 -



1345 East Kimmel Rd.
 Jackson, MI 49201
 517-879-0801
www.trailersalesofmichigan.com

Quote

Salesperson: Bryan Miller
 10/15/2015

Bill To: City of Escanaba

<u>MODEL</u>	<u>GVWR</u>	<u>Price</u>	<u>Quantity</u>	<u>Ext Price</u>	<u>Total</u>
FMUL-13K-22S	13000	\$3,690.00	1	\$3,690.00	\$3,690.00
14000 deckover trailer					
Spare tire			1		\$185.00

Handwritten note: 73990.00 for deluxe model
~~4500 for shipping to BFW~~

Total	\$3,875.00
6% MI Sales tax	N/A
Tag and title	N/A
Payment	
Grand total	\$3,875.00
Paid	\$0.00

**20% deposit is required to put down to build or reserve trailer.
 **Balance due at pick up

Thank you,
 Bryan Miller
 517-879-0801
 General Manager



(906)228-4200
www.mrmqt.com



October 28, 2015

Steve Ammel
City of Escanaba Public Works

80 x 22 Equipment Hauler, 14,000 GVW:

Base Price	\$	8,500.00
20' Flat Deck + 2' Beavertail		INC
Tandem Drop 7K Axles w/ Quick Lube Bearings		INC
Tandem Electric 12 x 2 Drum Brakes		INC
Tube Side Rails – See Note		INC
235/80R16 LRE Radial Tires		INC
11 – HD D-Ring Tie Downs		INC
81" Min Between Fenders		INC
Spare Tire		200.00
HD EQ Hauler Frame		INC
HD Oak Decking		INC
Split Knife Blade Ramps w/ Loading Bars		INC
Non Forward Folding		
Spring Assist – 3 per ramp		INC
2-5/16 Coupler or Pintle Eye		INC
Total	\$	8,700.00
Disc		(1,320.00)
Net	\$	7,380.00

D-Ring Placement:

3	Across Front
2	Front of Fenders
2	Mid Fenders
2	Rear Fenders
2	Rear of Trailer

Tube Side Rails are Approximately 19" off Deck of Trailer

Price is plus applicable tax, license, title & document fees.
F.O.B. Nunica, MI. Freight rates are available on request.

Thank you,

Justin Prusi
Sales Manager
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Trailer Quote

From : Justin Prusi <jprusi@mrmqt.com>

Wed, Oct 28, 2015 10:38 AM

Subject : Trailer Quote 3 attachments**To :** sammel@escanaba.org**Cc :** bfarrell@escanaba.org

Steve,

Thank you for your call this week. Per the specifications we discussed, I am offering the attached quotation on a low clearance trailer to haul your trail grooming equipment.

As I mentioned on the phone, when it comes to a competitive bid situation, we are rarely the lowest bidder. This is because the trailer brands we represent manufacture trailers for every day commercial use. Though other trailers will look to be the same as this unit on the outside, a closer look into the components and the structure of all trailers reveal the whole story.

Integrity trailers are made with domestic axles (Al-KO or Dexter) with EZ Lube hubs. They boast a three member tube A-frame instead of channel. New radial 16" load rated tires are standard. Used tires are NEVER put on our trailers. Waterproof wiring with individually grounded LED lights are also standard.

The attached photo shows a similar trailer in the foreground. The trailer on this quotation will have the same body, but two axles instead of three. Yours would also have a longer deck and tube sides that are approximately 19" high (the height of the fenders). The a-frame tool box and the galvanized finish are options that are not on your quotation. Your trailer will feature pre-primed steel that is fully welded (not stitch-welded), ground and re-primed, then finished with a commercial grade 5-step paint process in your choice of standard colors. Color-matching is available for an additional cost.

We have had an excellent service history with Integrity brand trailers. We have found that the initial investment in a higher quality trailer is offset by the longer life span. The lower overall cost of ownership over the life of the trailer and the reliable service they give us are the main reasons we use them in our rental fleet and that we have experienced such success in selling them. Please contact me with any questions. I am here to help.

Thank you,

Justin Prusi
Sales Manager

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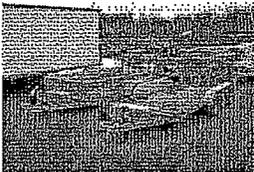
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