



# CITY COUNCIL MEETING AGENDA

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, May 7, 2015, at 7:00 p.m.

CALL TO ORDER

ROLL CALL

INVOCATION/PLEDGE OF ALLEGIANCE –

APPROVAL/CORRECTION(S) TO MINUTES –

Pastor Erik Heskin of Bethany Lutheran Church

Regular Meeting – April 16, 2015, Special Budget Hearing Minutes  
from April 13-14, 2015

APPROVAL/ADJUSTMENTS TO THE AGENDA

CONFLICT OF INTEREST DECLARATION

BRIEF PUBLIC COMMENT

PUBLIC HEARINGS

1. **Public Hearing - Proposed 2015-16 Fiscal Year Budget and Setting the Final Public Hearing and Adoption for May 21, 2015.**

**Explanation:** Council will conduct a Public Hearing and schedule the final public hearing and approval of the 2015-16 City budget for May 21, 2015.

2. **Escanaba Deep Freeze CDBG Urgent Need Grant Close-out.**

**Explanation:** The City of Escanaba received a \$23,064 Community Development Block Grant from the Michigan Economic Development Corporation in response to expenses incurred by the City as a result of the deep freeze in 2013-14. The project is completed and the City must conduct a public hearing to close out the grant. Additionally, Council approval of the following mandated CDBG policies are being sought; 1) Procurement Policy 2) Economic Opportunities Policy for Section 3 Covered Contracts and 3) A policy prohibiting the use of excessive force against non-violent civil rights demonstrators.

UNFINISHED BUSINESS – None

NEW BUSINESS

1. **Contract Approval – Roof Replacement – Catherine Bonifas Civic Center.**

**Explanation:** Administration is seeking Council approval of a bid from the Bell Roofing Company, Marquette, MI, in the amount of \$154,990 to complete the work required to replace the roof on the Catherine Bonifas Civic Center as stated in their bid proposal.

2. **Approval – Charitable Gaming Resolution – Upper Peninsula Steam and Gas Association.**

**Explanation:** The Upper Peninsula Steam and Gas Association is seeking Council approval of a resolution that they be recognized as a nonprofit organization operating in the community for the purpose of obtaining a charitable gaming license from the State of Michigan. The Association intends on conducting a quilt raffle over the summer.

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3. **Approval – Whitetail Industrial Park – Installation of Internet Backbone.**

**Explanation:** Administration is seeking Council approval of two (2) contracts to install high speed internet to the Whitetail Industrial Park as follows:

- a. Award of a contract to Peninsula Fiber Network (PFN), LLC, with an approximate cost of \$17,000 to install a complete fiber internet backbone including pedestals from Danforth Road to 3707 19<sup>th</sup> Avenue North.
- b. Award of a contract to Charter Communications, LLC, with an approximate cost of \$58,000 to install a complete looped coaxial internet backbone including pedestals from the Danforth Road west on 19th Avenue North to the railroad track.

4. **Approval – Centerline/Edge Line Painting Bid – Department of Public Works.**

**Explanation:** Administration is seeking Council approval on a three (3) year centerline/edge line painting bid. On March 10, 2015, one bid was received and opened by the Delta County Road Commission. The City of Gladstone, City of Escanaba and the Delta County Road Commission jointly bid this annual work. After review of the bid, Administration is recommending approval of a three (3) year contract with PK Contracting of Lake City, Michigan, for the unit prices as listed. This item is included in the current fiscal year budget.

5. **Approval - Use of Public Space - 816 Ludington Street - Handicap Ramp Installation.**

**Explanation:** Mr. Cory Pangborn, 816 Ludington Street, is seeking Council approval to construct a 5' (+/-) x 18'6' (+/-) handicap ramp on City right-of-way (sidewalk) on the North 9th Street side of the building. If approved, the ramp will encroach the public sidewalk by approximately 5' (+/-) X 18' (+/-) leaving approximately 8 feet (+/-) of sidewalk free from obstruction.

6. **Approval – Street Closure – 100 Block South 11<sup>th</sup> Street from Ludington Street to 1<sup>st</sup> Avenue South – Krusin Klassic Rib-Fest.**

**Explanation:** The Downtown Development Authority (DDA) is requesting Council approval to close the 100 block of South 11<sup>th</sup> Street from Ludington Street to 1<sup>st</sup> Avenue on May 29, 2015, from 11:00 a.m. to 8:00 p.m. for the annual Krusin Klassic Rib-Fest event. Barricade set-up will begin at 11:00 a.m. to allow setup for rib vendors, a tent, and a stage for music.

7. **Update – Power Generation – City Manager’s Office.**

**Explanation:** Administration will update the Council and public on the latest developments related to the Escanaba Power Plant and the Upper Peninsula electrical situation in general.

APPOINTMENTS

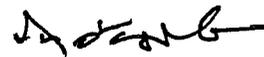
BOARD, COMMISSION, AND COMMITTEE REPORTS

GENERAL PUBLIC COMMENT

ANNOUNCEMENTS - Proclamation – 100 years of the Escanaba Country Club

ADJOURNMENT

Respectfully Submitted



James V. O'Toole  
City Manager

**City of Escanaba  
Special Council Meeting  
Monday, April 13, 2015**

Pursuant to a meeting notice posted March 26, 2015, the Council of the City of Escanaba convened in special session in Room 101 of City Hall at 8:00 a.m., to begin the review and discussion of the proposed 2015/16 City Budget.

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 Controller Dewar, and various City Department Heads, media and public.

**GENERAL PUBLIC COMMENT – None**

**Introduction by City Manager O'Toole and City Controller Dewar**

City Manager O'Toole reviewed his Budget Message with Council:

Pursuant to the Escanaba City Charter and relevant state laws, I hereby submit for City Council and community review the recommended FY2015-16 Budget. A copy of this document has been placed on file with the City Clerk and at the Escanaba Public Library, where the public may review it during normal hours of operation. An electronic version was also available on the City's web site: [www.escanaba.org](http://www.escanaba.org) and on the City of Escanaba's Facebook page. This document served as a daily guide for City Administration in receiving and allocating resources in the most effective way for the good of the community.

This budget, with over \$29.5 million in expenditures, reflects our commitment in providing core services to our community and was developed using the best available information and most current revenue projections.

**City Millage Rate/Tax Rate and Tax Roll.** The budget was based on a property tax rate of 17 mills, which will not require any tax increase in the upcoming FY2015-16 Budget.

For homeowners in the City, 41.5% of the total property tax bill is kept by the City of Escanaba to pay for all general fund services provided. The remaining 58.5% of a homeowner's tax bill is remitted to Delta County, the State of Michigan, the Escanaba School District, the Delta Schoolcraft Intermediate School District, the Delta County Sheriff Department, 911 Operations, the Delta Area Transit Authority and Community Action Agency.

**General Fund.** The General Fund budget, which supports many of the day-to-day activities of the City, is \$7,864,611 (including transfers in from other funds), representing

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an increase of 2.6% from the previous year's budget. At the end of FY2013-14, the General Fund balance was \$3,878,677, with a long-term debt obligation of \$1,250,000. At the end of FY2014-15, projections show an estimated fund balance of \$3,803,044, with a long-term debt obligation of \$1,125,000. In the FY2015-16 Budget, a projected fund balance of \$3,803,757, with a long-term debt obligation of \$1,000,000, is being budgeted.

Of notable interest, the proposed General Fund budget includes funding for:

<u>Activity</u>	<u>Amount</u>
Veteran's Park Tennis Court Renovation	\$ 12,000
City Council MML Training Funds	\$ 1,200
Webster Ice Skating Shelter Service Door Replacement	\$ 800
Public Safety Department – Bulletproof Vests	\$ 30,000
2015 Community Summer "Rock the Dock" Events	\$ 10,500
Bonifas Fine Arts Center Operation Contribution	\$ 5,000
Bonifas Fine Arts Center Contribution - Waterfront Art Festival	\$ 1,050
New Year's Eve Fireworks Display	\$ 5,000
4th of July Fireworks Display (with \$5,000 donated)	\$ 13,000
Delta County Historical Society Contribution	\$ 2,000
Local Street Improvement	\$117,000
Escanaba Public Library (transfer)	\$400,000
Major Street Improvement	\$100,000

**Major/Local Street Funds.** The City of Escanaba maintains 28.22 miles of major streets. Major Street Fund expenditures, which support the day-to-day activities such as maintenance and snow plowing, are proposed to be \$764,839. At the end of FY2014-15, projections show an estimated fund balance of \$1,837,644. The budget includes appropriations in the amount of \$100,000 for general City-wide repaving of existing major streets.

Additionally, the City of Escanaba maintains 55.05 miles of local streets. Local Street Fund expenditures, which support the day-to-day activities such as maintenance and snow plowing, are proposed to be \$490,386. At the end of FY2014-15, projections show an estimated fund balance of \$874,144. The budget includes appropriations in the amount of \$117,000 for general City-wide repaving of existing local streets.

Each Spring, the City Engineering Department conducts "Pavement Surface Evaluation and Rating (PASER)" inspections of all paved City streets. Using the PASER system, each street is scored a rating of 1 through 10 to evaluate the pavement surface condition. Each street is then entered into a condition category (failed, poor, fair, good and excellent) and is assigned a treatment option. From that list, street projects are prioritized and selected based on surface condition, curbing condition, traffic volume, opinion of cost to repair and funds availability.

Street improvement funding continues to be a major concern. Administration remains proactive in identifying funds to address shortfalls. Administration will continue to

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monitor the actions of the Michigan Legislature on road funding initiatives, including the end result of Proposal #1, the Michigan Sales Tax Increase for Transportation Amendment to determine how local street funding will be impacted as a result of the referendum.

**Electric Fund.** The Electric Fund budget, which supports the day-to-day activities of the electrical operation, is \$13,734,338, representing an increase of 2.4% from the previous year's budget. As of June 30, 2014, the overall City Electric Fund net assets exceed \$22.7 million. The current cash balance is approximately \$11.5 million.

Of notable interest, the Electric Fund budget includes funding for:

<b><u>Activity</u></b>	<b><u>Amount</u></b>
Street Light Replacement	\$ 100,000
Supervisory Control and Data Acquisition Equipment	\$ 60,000
Substation Improvement – Power Plant	\$ 200,000
Substation Improvement – New Substation (20th Avenue North)	\$2,500,000
Substation Improvement – West Side Substation	\$ 150,000
Distribution System – Power Pole Replacement	\$ 341,455
Distribution System Upgrade - Capacitors	\$ 40,000
Distribution System Upgrade – Gang Switches	\$ 15,000
Distribution System Upgrade – South M-35 Breezy Point Curve	\$ 80,000
Distribution System Maintenance – System Wide Tree Trimming	\$ 123,347
Equipment Purchase – Hole Hawg Boring Tool	\$ 10,000

An electrical rate increase of five percent (5%) is included in the upcoming FY2015-16 Budget.

**Water Fund.** The Water Fund budget, which supports the day-to-day activities of the Water Treatment Plant, is \$2,094,263, representing an increase of 5.2% from the previous year's budget. As of June 30, 2014, the overall City Water Fund net assets exceed \$7.45 million. The current cash balance is approximately \$750,000.

Of notable interest, the Water Fund budget includes funding for:

<b><u>Activity</u></b>	<b><u>Amount</u></b>
Distribution System – Water Service Line Replacement	\$10,000
Distribution System – Water Service Thawing Services	\$ 3,000
Purchasing of Pipe Boring Equipment	\$30,000
Purchasing of Electric Pallet Jack	\$ 6,000
Purchasing of New Meters	\$60,000
Facility Improvement – Roof Ladders and Fall Protection	\$ 6,000
Facility Improvement – Boiler System Upgrade	\$50,000
Facility Improvement – VFD Influent Pump Replacement	\$18,000
Facility Improvement – Regulators and Ejector Replacement	\$20,000

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A water rate increase of three percent (3%) is included in the budget. With this increase, a residential customer using 5,000 gallons of water per month should experience a \$0.76 increase in their monthly bill, beginning July 1, 2015.

**Wastewater Fund.** The Wastewater Fund budget, which supports the day-to-day activities of the Wastewater Treatment Plant, is \$1,434,619, representing an increase of 3.6% from the previous year's budget. As of June 30, 2014, the overall City Wastewater Fund net assets exceed \$8.45 million. The current cash balance is approximately \$3 million.

Of special interest, the Wastewater Fund budget includes funding for:

<u>Activity</u>	<u>Amount</u>
Sewer Camera Replacement	\$ 60,000
Portable Generator Purchase	\$ 60,000
Sanitary Sewer Line Replace/Reline – Mall Parking Lot Extending from or around 2300 Ludington Street to the 2500 Block of 3rd Avenue North	\$140,000
Sanitary Sewer Line Replacement – Alley West of South 19th Street Extending from 8th Avenue South to 10th Avenue South	\$105,000
Sanitary Sewer Line Replacement – Alley between 22nd Avenue South and 23rd Avenue South from Lakeshore Drive to 23rd Avenue South Lift Station	\$120,000
Lift Station Maintenance – North 5th Street Lift Station Improvements	\$ 20,000
Lift Station Maintenance – Generator Switch Gear Replacement	\$ 20,000
Facility Improvement – Headwork's Building Roof	\$ 56,000
Facility Improvement – Digester Covers #1 and #2	\$ 20,000

A wastewater rate increase of three percent (3%) is included in the budget. With this increase, a residential customer using 5,000 gallons of wastewater per month should experience a \$ 0.58 increase in their monthly bill, beginning July 1, 2015.

**Solid Waste Collection.** A garbage/recycling collection rate increase of twenty-five cents (\$.25) per month is proposed in the upcoming FY2015-16 Budget. This increase is directly attributed to an increase in tipping fees at the Delta Solid Waste Management Authority Landfill.

**Library Fund.** The Library Fund, which supports the day-to-day activities of the Library, is \$559,076. As of June 30, 2015, the Library Fund fund balance is projected to equal \$94,712. The Escanaba Public Library is a community hub, offering essential early literacy programs for children and families, cultural enrichment and lifelong learning opportunities for all and the resources and expertise our citizens need to stay current in a digital world.

For FY2015-16, the library will continue progress on implementing the partnerships and initiatives outlined in its strategic plan, with renewed emphasis on identifying alternative

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means of sustainable funding.

The City's General Fund appropriation for FY2015-16 is proposed at \$400,000. This allocation, in addition to \$23,826 from the Library's Fund balance, will allow the reinstatement of the library's budget for new materials, which was reduced by 35% in FY2014-15. General fund support continues to be the primary funding source for the Escanaba Public Library.

**Personnel and Staffing.** Full-time staffing levels in the budget include 115 employees. Part-time staffing levels are at 21 employees. Seasonal employee levels will fluctuate throughout the year, depending on the operational needs of the various departments. Routinely, City Administration examines all job vacancies closely to ensure that our human resources are aligned with our operational needs and our financial means. All five (5) collective bargaining units have agreements in place through June 30, 2017. A new part-time secretary position is proposed for the Water and Wastewater Department(s). Additionally, one (1) new full-time Public Safety Dispatching position is included in the proposed budget. Also one (1) full-time Electric Department Lineman position was added.

**Health Insurance.** The proposed budget takes into account a health premium increase of 3.7% - 4.7%, depending on coverage, as a result of a contractual price increase from the Michigan Conference of Teamsters. In the budget, employee health insurance premium contributions will continue to be 20% of premium costs.

**Pension Obligations.** Employees of the City of Escanaba are in one of four retirement systems. Department of Public Safety Officers, Command Staff, Chief(s) and Captain(s) hired before July 1, 2014, are enrolled in the Act 345 Defined Benefit Plan. Officers, Command Staff, Chief(s) and Captain(s) hired on or after July 1, 2014, are enrolled in a 457 Defined Contribution Retirement Plan. In 2005, the City began transitioning its non-Public Safety staff to a 401(a) Defined Contribution Retire Plan. The transition was complete in 2007, and all such employees now participate in that plan. Employees hired before the transition remain in the MERS Defined Benefit Retirement Plan.

The City does not carry any retiree health care benefit obligations.

**Motor Vehicle/Motorized Equipment.** The proposed budget includes the purchase or upgrade of the following pieces of equipment:

<b><u>Activity</u></b>	<b><u>Amount</u></b>
Department of Public Safety – Patrol Car (M.V.F.)	\$ 30,000
Department of Public Works – Backhoe (M.V.F.)	\$180,000
Department of Public Works – Used Semi-Tractor 5th Wheel Trailer (M.F.V.)	\$ 30,000
Electric Department – 1 Ton Pick Up Truck (E.F.)	\$ 35,000
Wastewater Department – Retrofit Sewage Truck (W.W.F.)	\$150,000

**Other Notable Recommended Improvements**

Annually, the Escanaba Planning Commission is required by State law to prepare a recommended Capital Improvement Plan (included with budget) with public input and to submit that plan to the City Council. A capital improvement is any improvement and direct engineering cost which involves the construction, purchase, and/or renovation of a public way, space, building, structure, or utility. Notable improvements in this year's Capital Improvement Plan/Budget include:

**DDA District Curb Repair Program** - Funding to be allocated to repair most critical infrastructure repairs in the DDA District which could include street resurfacing, curb, brick pavers, sidewalk, and tree related problems-removal/replacement. Project evaluations, prioritization and ranking will be determined at a later date at a public hearing before the Downtown Development Authority Board of Trustees and Planning Commission. \$25,000

**Downtown Building Façade Improvement Program – Rehabilitation** - Commercial building facades (located within the DDA District) will be upgraded and improved. Through these renovations, the City/DDA hopes to stimulate economic growth and redevelopment and add on improved visual quality of existing commercial properties. \$450,000

**Downtown Building Façade Improvement Program- Design Services** – The DDA budget proposes to retain professional services for design development which will preserve and restore historic structures and materials of commercial building facades located within the Downtown Development District. \$25,000

**Downtown Property Acquisition, Purchase and Demolition Program** - Funding will be set aside for opportunity property acquisition, demolition and blight elimination with the intent to reuse, rebuild, repurpose or preserve future uses of the property. Additionally, funding is being set aside for property acquisition, demolition and blight elimination with the intent to reuse to accommodate the possible relocation of the DDA Market Place project. \$205,000

**Parking Lot Improvements – All DDA Parking Lots** - The DDA controlled parking facilities located at 100 block of 1st Avenue South, 1100 block of 1st Avenue North, North 14th Street and 1st Avenue North, South 10th Street and 1st Avenue South, North 9th Street and 1st Avenue North, South 8th Street and 1st Avenue South, 1st Avenue South and South 7th Street, 700 block 1st Avenue North and 600 block and 1st Avenue North will have new themed signage and general maintenance and restriping of parking surfaces. Signs for Ludington Street directing public to the off Ludington Street parking area will also be included. \$40,000

**Market Place Construction** - The Escanaba's Farmer's Market has been in operation in downtown Escanaba since the 19th century. The Farmer's Market functions as a vital economic and social link between families, businesses,

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farmers and crafts people of the community. A new Market Place is being proposed and will be constructed either at the current site of the Farmer's Market on North 9th Street and 1st Avenue North or on Ludington Street and South 15th Street. \$900,000

**DDA Center Court Facility and Grounds Improvement** - Improvements to the existing building and grounds to restore water damage will take place. \$45,000

**Marina Sidewalk Replacement** - Replacement sidewalk of approximately 430 feet by 8 feet wide must be installed at the Marina west seawall between docks one and two due to the settling and cracking of the existing sidewalk. \$20,000

**Budget Schedule.** The budget has been developed with input from the City employees, City Council, City Boards, Commissions, and Committees and the public. This input is invaluable in terms of identifying the needs and desires of the community. The following schedule of reviews/actions has or will take place:

March 27, 2015		Proposed Budget released to the City Council and to the public
April 13, 2015	8:00 a.m.	Budget work sessions begin - City Hall
April 14, 2015	8:00 a.m.	Budget work sessions continue - City Hall
April 15, 2015	8:00 a.m.	Budget work sessions continue –City Hall – (If needed)
May 7, 2015	7:00 p.m.	(Regular Council Meeting) The Council will be asked to pass resolution setting May 21, 2015, as the fourth Public Hearing on the FY2015-16 City Budget – City Hall
May 21, 2015	7:00 p.m.	(Regular Council Meeting) Public Hearing and adoption on the FY2015-16 City Budget – City Hall
May 28, 2015	8:00 a.m.	(Special Council Meeting) Second reading and adoption of the Tax Levy and Appropriations Ordinance will take place – City Hall
June 1, 2015	8:00 a.m.	(Special Council Meeting) Second reading and adoption of the Utility Ordinance will take place – City Hall

While it is my privilege to author this budget message, thanks must be given to the City Council, Department Heads, City employees, City Boards, Commission and Committee Members, and community members who committed themselves to assisting in this budget process. Collectively, as a team, I remain confident that we will continue to utilize our combined knowledge and experience in meeting the challenges that lay ahead in providing more efficient City services and growing the community economically. As City Manager, I appreciate the Council, community and employee support in providing the City with the necessary resources, flexibility and funding which allows us all to live in a community that we can be proud of.

## Annual 2015/16 Budget Work Session

- City Controller Dewar reviewed the 2015/16 Budget Process, General Revenue Analysis, State Shared Revenues, Calculation of Allowable Millage, General Fund Balance, Outstanding Debt, Personnel Requests, Pension Costs, Interest Earnings, and Snowfall Maintenance Costs, Menards assessment payback;
- Provided an overview in changes to revenue and expenditures for the next fiscal year budget which included assessments, State reimbursement in property taxes, State share revenues, Office Equipment Fund and Landfill Fund;
- Pension and Workers' Compensation costs and calculations;
- Provided a brief overview of the Electric Fund SSR payments, and unanticipated costs in the current Fiscal Year.

### **Electric Superintendent, Mike Furmanski – 8:15 a.m.**

Mr. Furmanski reviewed the 2015/16 proposed City Electric Budget with Council. The following was discussed:

- Electrical Lineman was added to the Budget, increase in Distribution;
- Electric Fund Budget Overview on Distribution and Generation;
- Temporary Sub-Station and Westside Sub-Station Improvements;
- Possible new City construction;
- Energy Optimization Program;
- Compost Site New Sub-Station;
- Purchase on new service truck and various equipment;
- Personnel and Administrative staffing;
- Power Supply Options and Legal – Plant Sale and Power Purchases;
- EDA Funding;
- New OSHA Requirement Clothing Program;
- Pole replacement Program;
- Capital Expenditures;
- Overhead and Operating Expenses;
- Operating Expenses – Production;
- Term sheet for Sterling Enterprise and RFP on the Plant;
- Electrical rates compared to other Municipalities;
- Miscellaneous line item discussions.

The time being 9:04 a.m., the Council recessed.

The Council came back into regular session at 9:13 a.m. and reviewed the following budgets.

### **City Clerk**

- Clerk Office Budget;
- Elections Budget.

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### City Council

- Discussed inclusion of the MERS Newsletter;

### City Manager

- New Executive Secretary;
- Travel costs for the Superior Trade Zone.

### City Controller

- Purchasing Policy;
- Auditors.

### City Assessor, Daina Norden - 9:30 a.m.

Assessor Norden reviewed her Department budget with Council. The following was discussed:

- Overview of Assessor's activities and duties;
- Professional services, research for the Tax Tribunals;
- Discussed travel and attorney fees for upcoming Tax Tribunal cases;
- Discussed increase \$1,200 for travel and \$20,000 for Attorney fees;
- Increased Property value discussions, growth and reductions;
- Veterans Exemptions;
- Board of Review Budget.

Council and Administration briefly reviewed the following budgets:

Request for Attorney  
Request for City Hall and Grounds  
Request for Community Promotional  
Request for Community Services  
Request for City Band  
Request for Historical Museum  
Request for Tourism

### Water/Wastewater Superintendent, Jeff Lampi – 9:55 a.m.

Mr. Lampi reviewed the following 2015/16 proposed Water/Wastewater budget items with Council:

- Overall view of Water/Wastewater Funds;

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- Additional request for a part-time Secretary;
- Reviewed aging infrastructure costs;
- Lift Pumping Stations;
- Upgrade sewer camera;
- Portable generator;
- Scada System discussion;
- Water Main improvements;
- Water/Wastewater Sales and Water Rate Discussion;
- Continued Cross Training Program and Staffing levels;
- Brief Review of Water/Wastewater Capital Expenditures;
- Administrative Expenses;
- Production and Distribution Expenses;
- Wastewater Digester Repairs;
- Maintenance Programs;
- MIOSHA Compliance Repairs;
- Water/Wastewater Rates compared to other Municipalities;
- Water metered Sale losses. Suggested a report, and plan be brought to Council on a monthly basis;
- Miscellaneous Water line item discussions.

The time being 10:56 a.m. the Council recessed.

Council came back into open session at 11:04 a.m.

**Human Resources Director/City Treasurer, Robert Valentine – 11:04 a.m.**

Mr. Valentine reviewed the following 2015/16 proposed budget items with Council:

- Mr. Valentine, in accordance with Michigan Public Act 20, provided and reviewed with Council the annual Treasurer's Investment Summary, which included a review of annual investments, City portfolio, summary of gains and losses, and current listings of eligible depositories.

Blasier moved, Sattem seconded, to approve the acceptance of the City Treasurer's Annual Investment Report and Investment Policy Statement as of 12/31/2014, as required by Michigan Public Act 20.

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

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

**MOTION CARRIED.**

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The following was also reviewed by Administration and Mr. Valentine:

- Bargaining contracts and new proposed employees;
- Health Insurance;
- Pension obligations;
- Reviewed upcoming retirements and staffing levels;
- Janitorial services were bid out to start next fiscal year;
- Human Resources and Treasurer's Department Budgets;
- Utility Billing Department;
- EDA Revolving Loan Fund;
- M.S.C. Revolving Loan Fund.

### **Recreation, Tom Penegor – 11:48 a.m.**

Mr. Penegor reviewed the following Department and budgets he was responsible for with Council:

- Overview of Departmental activities and Civic Center Improvements;
- Request for Civic Center, and Staffing;
- Request for Fourth of July/New Year's Eve;
- Request for Administration;
- Request for Summer Sports;
- Request for Wading Pool;
- Request for Winter Sports;
- Request for Beach, and Boat Launches;
- Request for Civic Center Activities.

The time being 12:05 p.m., Council recessed.

The Council came back into regular session at 12:57 p.m. and discussed the following:

- Discussed City Insurance Funds.

### **Public Safety Department, Ken Vanderlinden – 1:05 p.m.**

Manager O'Toole and Public Safety Director Vanderlinden reviewed the following 2015/16 proposed budget items with Council:

- Provided a brief recap of the current budget year which included various mutual agreements, community policing, training needs obtained by Officers, Social Media, and equipment purchases;
- Reviewed Overtime procedures;
- Insurance increases;

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- Bullet proof vests purchase;
- Discussed replacement of the 1992 Pierce Fire Truck. To date, no grant funds were received. Reviewed Proposal to purchase one firetruck between Wells Township and City of Escanaba as a primary response fire truck, and use the 1992 fire truck as a secondary backup;
- 302 Public Safety Training;
- UPSET Team and Prescription Drug Disposal Programs;
- Mobile Data Units;
- Capital Improvement Purchases;
- Miscellaneous items;
- Request for Public Safety;
- ADAA Grant Officer;
- Request for 911 Central Dispatch;
- CUPPAD Mapping System Updates.

### **Public Works/Engineer, Bill Farrell – 1:35 p.m.**

Public Works Director/City Engineer Bill Farrell reviewed budgets he was responsible for and the following 2015/16 proposed budget items with Council:

- Reviewed Distribution schedule for roads assuming Proposal on the May 5, 2015 would pass;
- Department Equipment status;
- Provided an update on City Streets.

Mr. Farrell reviewed the following Departmental Programs, Facilities, and proposed Summer Activities:

- Request for Celebration – Flags;
- Request for Cross Walks;
- Request for Care of Trees and Shrubs;
- Request for Sidewalks;
- General Fund Public Works and Engineering budgets;
- Sanitary Landfill, and Landfill Road Clean-up;
- Solid Waste Collection;
- Composting Activities;
- Request for Recycling;
- Snowplowing of Alleys;
- Request for Parks;
- Request for Historical Museum;
- Alley Paving/Maintenance;
- Reviewed proposed Major Streets, Projects, and Street Construction Expenditure History;
- Snow removal budget;
- Crack/Chip Seal road improvements;
- Request for Storm Sewer and Roadside Drains;

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- Request for Sweeping and Flushing;
- Request for Traffic Service;
- Request for Snow Plowing and Snow Removal;
- Request for Snow Fence;
- Request for Ice Control;
- Request for Administrative and Engineering;
- Reviewed Local Street Projects;
- Reviewed Motor Vehicle and Equipment Fund and proposed purchases;
- Request for Parking Maintenance Fund;
- Request for Sanitary Landfill Fund.

Council Members discussed increasing street paving funds.

Administration reviewed the following other Fund Budgets:

- Escanaba Building Authority Fund;
- Catherine Bonifas Trust Fund;
- Brownfield Redevelopment Fund;
- Farmer's Home Grant Fund;
- Gas Retirement Fund;
- Reviewed various City Grants;
- Health/Dental Insurance Fund;
- Housing Rehabilitation Fund;
- Land Development Fund;
- Office Equipment Fund;
- Parking Maintenance Fund;
- Risk Retention Fund;
- Unemployment Compensation Fund;
- Worker's Compensation Fund;
- Sanitary Landfill Fund;
- U.D.A.G. Revolving Loan Fund;
- Capital Improvement Plan.

Council recessed at 2:52 p.m.

Council came back into regular session at 3:01 p.m.

### **Downtown Development Authority (DDA) – Edward Legault 3:01 p.m.**

DDA Director Ed Legault reviewed the DDA Budget with Council and discussed the following budget line items:

- Waiting for certification on Income Survey to begin the Façade Program and the proposed Market Place Project;
- Reviewed various grants, funds, and property acquisition for the Market Place Project;

Annual 2015/16 Budget Work Session

- Reviewed Proposed Revenues;
- Reviewed Repairs to Structures;
- Reviewed Capital Project Improvements.

Hearing no further public comment and the time being 3:32 p.m., the Council recessed until 8:00 a.m., Wednesday, April 14, 2015.

Respectfully submitted,

Robert S. Richards, CMC  
City Clerk

Approved:

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

**City of Escanaba  
Special Council Meeting  
Tuesday, April 14, 2015**

Pursuant to a meeting notice posted March 26, 2015, the Council of the City of Escanaba reconvened in special session in Room 101 of City Hall at 8:00 a.m., to continue the review and discussion of the proposed 2015/16 City Budget.

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 Controller Dewar, and various City Department Heads.

**GENERAL PUBLIC COMMENT – None**

The following Department Heads presented their budgets:

**Library Director, Carolyn Stacey – 8:00 a.m.**

Mrs. Stacey reviewed the 2015/16 proposed Library Budget with Council. The following was reviewed:

- Overview of the Department, Library Strategic Planning process, daily programs, services, and technology's, and strategies the Library provides the community and Delta County;
- Library averaged about 400 visitors daily;
- Reviewed various outreach programs with the Communities and County;
- Reviewed various projected revenues. Council Members suggested, the entire Council should approach the County Board and ask for a County Contribution for the City Library.

Council Members reviewed the following funds:

**EBA Fund**

- Discussed possible use of Janitorial services;
- Discussed building maintenance issues and possible landscaping of the building.

**Capital Improvement Plan**

- Reviewed proposed 2015/16 activity for the next fiscal year;
- Reviewed possible future programs. Priorities could change depending on the final outcome of the City Master Plan.

**Community Preservation – Blain DeGrave 8:25 a.m.**

- Overview of Department and Daily Activities;
- Summarized Code Compliance inspection program;
- Historic District Commission duties;
- Discussed Enhanced Code Enforcement Area, apartments, rehabilitation, sidewalk and grass complaints;
- Building Inspections, which included rentals and nuisance complaints that included winter sidewalk shoveling and grass complaints;
- Facade Improvement Program;
- Rental Rehabilitation Program.

**Marina Fund - Larry Gravatt – 8:35 a.m.**

Mr. Gravatt reviewed the Marina Budget with Council and discussed the following items:

- Reviewed services, programs and festivals scheduled at the Harbor Marina;
- Summarized State Grant funds and Harbor General Fund Loans;
- Discussed sidewalk repairs and other needed repairs;
- Discussed Yacht Club City relationship and possible special event partnerships. Council Members asked for City Property lease information and Yacht Club Bylaws;
- Marina Weed Treatment Program;
- Transient Boat traffic and fuel pricing.

Council recessed at 9:02 a.m.

Council came back into regular session 9:09 a.m.

Administration reviewed the following City budgets with Council:

- Request for Planning/Zoning Commission;
- Request for Boat Launches;
- Request for Crossing Guards;
- Request for Insurance and Bonds;
- Transfer to other funds.

**General Discussions:**

After review and discussion of proposed budgets, Blasier moved, Beauchamp seconded, to accept the 2015/16 Budget with the following amendments.

Annual 2015/16 Budget Work Session - continued

MERS \$823 yearly Newsletter subscription be added to the City Manager's Office Budget.

Council Members, based on tax tribunal anticipated expenses, increased the City Assessor Budget \$20,000 for attorney fees, \$1,200 for travel, and \$26,000 for Professional services.

Council Members directed an increase in Local Streets of \$33,000, and Major Streets of \$150,000.

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

Ayes: Blasier, Beauchamp, Sattem, Baribeau, Tall

Nays: None

**MOTION CARRIED.**

Discussed funds for a City cleanup. Funds to - Sanitary Landfill. Council asked Administration for a report.

Hearing no further public comment and the time being 9:32 a.m., the Council adjourned.

Respectfully submitted,

Robert S. Richards, CMC  
City Clerk

Approved:

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

**OFFICIAL PROCEEDINGS  
CITY COUNCIL  
CITY OF ESCANABA, MICHIGAN  
Regular Council Meeting  
Thursday, April 16, 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.

Reverend Jacob Comer of the New Life Assembly of God Church, gave the invocation and led Council in the Pledge of Allegiance.

Beauchamp moved, Sattem seconded, **CARRIED UNANIMOUSLY**, to approve Regular Meeting Minutes from April 1, 2015, and Special Meeting Minutes from April 8, 2015, as submitted.

**ADJUSTMENTS TO THE AGENDA**

City Manager O'Toole asked, as part of Agenda Item No. 4, to include discussions on MISO SSR Agreement, Term Sheet for the Sale of the City Power Plant, and Operating Agreement with Pro Energy Services.

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

**RETIREMENT PROCLAMATION**

Mayor Tall presented Michael D. Dewar of the City of Escanaba a certificate thanking Mr. Dewar for his 34 years of dedication and service to the City of Escanaba, and also a Proclamation as April 30, 2015, "Michael D. Dewar Day", in the City of Escanaba.

**CONFLICT OF INTEREST DECLARATION** – None

**BRIEF PUBLIC COMMENT** – None

**PUBLIC HEARINGS**

**Public Hearing - Proposed 2015-16 Fiscal Year Budget and Setting a Public Hearing and for May 7, 2015.**

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

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

**PH-1** “By Council Member Beauchamp, seconded by Council Member Baribeau;

**Resolved**, to set May 7, 2015, as a public hearing on the 2015-16 City Fiscal Year Budget.

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

Ayes: Beauchamp, Baribeau, Blasier, Sattem, Tall

Nays: None

**RESOLUTION DECLARED ADOPTED.”**

**UNFINISHED BUSINESS** – None

**NEW BUSINESS**

**Approval – Use of Public Space - Ludington Park and Ludington Street – Krusin Klassic Car Club.**

The Krusin Klassic Car Club requested authorization to use Ludington Park and Ludington Street on May 29, 2015, for their annual “Krusin Klassics Fun Run”. Administration recommended approval of the request contingent upon the following: 1) Proper insurance was provided naming the City of Escanaba as an additional insured and 2) event sponsors provide all labor material and clean up at the conclusion of the event.

**NB-1** Blasier moved, Sattem seconded, **CARRIED UNANIMOUSLY**, to approve a request from the Krusin Klassic Car Club to use Ludington Park and Ludington Street on May 29, 2015, for their annual “Krusin Klassics Fun Run”, contingent upon the following: 1) Proper insurance was provided naming the City of Escanaba as an additional insured and 2) event sponsors provide all labor material and clean up at the conclusion of the event.

**Approval – Use of Public Space – Karas Memorial Band Shell – Blues for a Cause – Music Mondays.**

Blues for a Cause requested authorization to use the Karas Memorial Band Shell for Blues for a Cause Music Mondays for June 22, July 6, July 20 and August 3, 2015. Administration recommended approval of the request contingent upon the following: 1) Proper insurance was provided naming the City of Escanaba as an additional insured and 2) The event sponsors provide all labor and material to clean up at the conclusion of each event.

**NB-2** Beauchamp moved, Blasier seconded, **CARRIED UNANIMOUSLY**, to approve a request from Blues for a Cause to use the Karas Memorial Band Shell for Blues for a Cause Music Mondays for June 22, July 6, July 20 and August 3, 2015, contingent upon the following: 1) Proper insurance was provided naming the City of Escanaba as an additional insured and 2) The event sponsors provide all labor and material to clean up at the conclusion of each event.

**Approval – Use of Public Space – Karas Memorial Band Shell - Bonifas Arts Center – Music Mondays.**

The Bonifas Arts Center requested authorization to use the Karas Memorial Band Shell for the Bonifas Music Mondays for June 29, July 13, and July 27, 2015. Administration recommended approval of the request contingent upon the following: 1) Proper insurance was provided naming the City of Escanaba as an additional insured and 2) The event sponsors provide all labor and material to clean up at the conclusion of each event.

**NB-3** Sattem moved, Baribeau seconded, **CARRIED UNANIMOUSLY**, to approve a request from the Bonifas Arts Center to use the Karas Memorial Band Shell for the Bonifas Music Mondays for June 29, July 13, and July 27, 2015, contingent upon the following: 1) Proper insurance was provided naming the City of Escanaba as an additional insured and 2) The event sponsors provide all labor and material to clean up at the conclusion of each event.

**Update – Power Generation– City Manager’s Office.**

Manager O’Toole and Electric Superintendent Mike Furmanski updated the Council and public on the latest developments related to the Escanaba Power Plant and the Upper Peninsula electrical situation in general. The following was discussed:

- Midcontinent Independent System Operator (MISO), decision not to renew the System Support Resources (SSR) Agreement on the City Power Plant effective June 14, 2015;
- Regarding the Sale of the Power Plant to Sterling Energy, City Attorney’s were preparing a term sheet. Once completed, the term sheet would be brought to Council and members of the public for review;
- A Request for Proposal for the Power Plant was being prepared and would be sent out parallel along with the ongoing sale discussions with Sterling Energy;
- Administration sought a directive from Council to terminate the Pro Energy Operating Agreement based on the MISO decision not to renew the SSR Agreement;
- Reviewed new sub-station repairs;
- Reviewed power outage which occurred the previous Monday;
- City would still be pursuing the sale of the Power Plant with Sterling Energy, or anyone else who would be interested.

City Council Minutes  
April 16, 2015 – cont.

After discussion, Baribeau moved, Blasier seconded, to terminate the operating agreement for the City Power Plant with Pro Energy Services, Inc.

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

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

**MOTION CARRIED.**

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

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

Paul Caswell to the City Planning Commission, term ending, June 1, 2017;  
Brian Wood to Housing Commission, term ending June 1, 2016.

## **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**

- Mayor Tall Proclaimed – Head Start Month, May 2015;
- Members of the Public were advised not to put leaves and debris at the curb. Leaf pickup was only done in the fall of each year.

Hearing no further public comment, the Council adjourned at 7:27 p.m.

Respectfully submitted

Robert S. Richards, CMC  
City Clerk

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



Central Upper Peninsula Planning And Development Regional Commission

2950 College Ave., Escanaba, MI 49829 • www.cuppad.org • cuppad@cuppad.org  
Phone: 906-786-9234 • Fax: 906-786-4442 • 800-562-9828

P.H. #2  
cc 5/7/15

April 29, 2015

TO: Jim O'Toole, City Manager  
FROM: Peter Van Steen, Transportation Planner   
SUBJECT: Escanaba Deep Freeze CDBG Urgent Need Close-out

The City received a \$23,064 Community Development Block Grant in response to expenses incurred by the city as the result of the deep freeze of 2013-2014. The project has been completed, but there are a number of items/activities the city must complete to meet federal CDBG requirements to close-out the grant.

**Close-Out Public Hearing**

The City must conduct a Close-Out Public Hearing to discuss the project's accomplishments and allow for public comment on this and other uses of CDBG funds. The public hearing notice for the "Close-Out Public Hearing" will be published in the Thursday, April 30 issue of the Daily Press with the Public Hearing to be held during the regular May 7 Council meeting. At the Public Hearing, the City needs to identify the amount of federal funds received, the uses of the funds, and request any comments from the public on the project. A copy of the meeting minutes will need to be sent to the MEDC project specialist.

**Equal Opportunity and Fair Housing Policies**

As the recipient of federal CDBG funds, the city must comply with various federal laws relating to fair housing, proper procurement procedures, equal opportunity and non-discrimination. The laws were established to ensure that protected groups are not subject to discrimination under any program supported or in whole or in part with CDBG funds. There are a number of documents the city needs to adopt to ensure compliance with CDBG funding. The MEDC has prepared sample documents, which I have utilized to prepare for the city's review and adoption. Some documents can be accomplished administratively by the City Manager and others to be adopted by city council. These policies will be required for any future CDBG grants the city obtains.

The policies are to be available when the CDBG Project Specialist completes the Monitoring Visit for the project. The MEDC Project Specialist will visit the city to review the project files and city's financial record keeping. A Monitoring Visit is part of the process for the MEDC to close out the project.

Policies for city council action are:

- Procurement Policy: Federal laws and regulations have established standards for procurement when CDBG funds are involved. The Procurement Policy is to ensure materials and services are obtained in compliance with the provisions of such laws.
- Section 3 Policy: To the greatest extent feasible, the City must ensure that lower income residents that reside in the project area receive employment, training and contracting opportunities. Section 3 reporting and performance requirements (of the Housing and Urban Development Act of 1968) apply to a city if the CDBG award is more than \$200,000. Even though the city of Escanaba award was only \$23,064, the City is required to have a Section 3 Policy in place. Future grant awards may meet the threshold. A "Section 3 Clause" is required to be in all CDBG funded contracts.

Policies for City Administration Action:

- Section 504 ADA self-evaluation: The City of Escanaba is required to certify they comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended. A self-evaluation form is utilized to document and certify the city is in compliance.
- Non-discrimination of basis of handicapped notice: Proper noticing of city policy specifying the city does not discriminate on the basis of disability in its hiring or employment practices is required. As part of the 504 ADA self-evaluation, the city certifies it has such a policy.
- Grievance Procedure under Section 504: The grievance procedure is to meet the requirements of Section 504 outlining the process if a complaint alleging discrimination on the basis of disability. As part of the 504 ADA self-evaluation, the city certifies it has such a policy.
- Fair Housing Plan: The city is required to document how it will affirmatively further fair housing in the city. The Plan outlines several methods; the city is required to implement at least one of the methods. The city has implemented two: the posting of fair housing posters at city hall and posting/ use of the equal opportunity logo. Documentation of actions the city took to further fair housing needs to be forwarded to MEDC Project Specialist. A copy of such documentation has been prepared.
- Fair Housing Complaint Process: Persons who believe they have been discriminated trying to buy or rent a home or apartment can file a fair housing complaint with the US Department of Housing and Urban Development (HUD). The complaint process identifies the procedures to initiate such a complaint with HUD.
- Fair Housing Ordinance: The city has adopted a Fair Housing Policy; this policy will be submitted to MEDC to confirm the city's commitment to fair housing.
- Public Participation Plan: The City has prepared and approved a Title VI Non-Discrimination Plan and Limited English Proficiency Plan, which identifies how the city ensures public participation.

- Excessive Force/Use of Force: The city must certify they prohibit the use of excessive force by law enforcement agencies against any individuals engaged in non-violent civil rights demonstrations. A copy of the city's existing "Use of Force" policy should be provided to MEDC to demonstrate the city's commitment.

**Close-out Financial**

The City needs to forward a copy of the Single Audit Report to MEDC. In addition, an "Audit Requirements Certification Form" needs to be submitted to MEDC.

Enclosures

## **PROCUREMENT POLICY**

These procedures are intended to serve as guidelines for the procurement of supplies, equipment, construction services and professional services for the Community Development Block Grant (CDBG) Program. These guidelines meet the standards established in 24 CFR 85.36.

### **CODE OF CONDUCT**

No employee, officer, or agent of the City of Escanaba shall participate in the selection or in the award or administration of a contract supported by CDBG funds if a conflict of interest, real or apparent, would be involved. Such a conflict could arise if the employee, officer or agent; any member of his/her immediate family; his/her partner; or an organization which employs or is about to employ any of the above, has a financial or other interest in the firm selected for award.

No officer, employee or agent of the City of Escanaba shall solicit or accept gratuities, favors or anything of monetary value from contractors or firms, potential contractors or firms, or parties to sub-agreements, except where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.

Any alleged violations of these standards of conduct shall be referred to the Escanaba City Attorney. Where violations appear to have occurred, the offending employee, officer or agent shall be subject to disciplinary action, including but not limited to dismissal or transfer; where violations or infractions appear to be substantial in nature, the matter may be referred to the appropriate officials for criminal investigation and possible prosecution.

### **PROCUREMENT PROCEDURES**

The director or supervisor of each department or agency of the City of Escanaba responsible for procurement of services, supplies, equipment, or construction obtained with CDBG funds shall review all proposed procurement actions to avoid the purchase of unnecessary or duplicative items. Such reviews shall consider consolidation or breaking out to obtain a more economical purchase. When determined appropriate by the Director or Supervisor, an analysis to determine which approach would be the most economical shall be undertaken.

The City of Escanaba shall take affirmative steps to assure that small and minority firms, women's business enterprises, and labor surplus firms are solicited whenever they are potential qualified sources. The City of Escanaba shall also consider the feasibility of dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority firms, women's business enterprises, and labor surplus firms. Where permitted by regulations, delivery schedules will be developed which will include participation by such businesses.

The City of Escanaba shall assist the prime contractor whenever possible by providing copies of lists which identify qualified small and minority firms, women's business enterprises, and labor surplus area firms.

### **SELECTION PROCEDURES**

ALL procurement carried out with CDBG funds, where the City of Escanaba is a direct party, shall be carried out in a manner that provides maximum free and open competition. Procurement procedures will not restrict or eliminate competition. The City of Escanaba shall not place unreasonable

requirements on firms in order for them to qualify to do business. Nor will the City of Escanaba encourage or participate in noncompetitive practices among firms. The City of Escanaba is alert to organizational conflicts which would jeopardize the negotiation process and limit competition. The City of Escanaba will not require unnecessary experience or bonding requirements.

Pursuant to state law and federal regulations (24 CFR 85.36(b)), all solicitations of offers shall incorporate a clear accurate description of the technical requirements for the material, service, or product to be procured. In competitive procurements, these descriptions shall not contain features which unduly limit competition. The description may include a statement of the qualitative nature of the material, product, or service and the minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications shall be avoided whenever possible. A "brand name or equal" description may be used to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offerors shall be clearly stated.

All solicitations of offers shall clearly set forth all requirements which offerors must fulfill and all other factors to be used in evaluating bids, proposals, or statements of qualifications.

Contracts shall be awarded only to responsible contractors/firms that possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.

Consideration shall be given to such factors as the contractor's/firm's capacity, integrity, compliance with public policy, record of past performance, and financial and technical resources.

#### METHODS OF PROCUREMENT

Direct procurement by the City of Escanaba shall be made by using one of the following methods depending on the type of service to be procured.

Small Purchase Procedures. Relatively simple, informal procurement procedures will be used where the purchase of materials, single task services, supplies, equipment, and/or other property will not cost in the aggregate more than \$100,000, except where further limited by state law or local policy. The procurement officer must obtain a minimum of three oral or written price or rate quotations from qualified sources. Documentation on all quotations received (whether oral or written) shall be made a part of the file. Selections shall be made principally on price. Payment shall be made upon delivery or completion.

Competitive Sealed Bids/Formal Advertising. Under this procedure bids are publicly advertised in accordance with the applicable laws. A firm fixed price contract (either lump sum or unit price) shall be awarded to the responsible bidder whose bid is lowest in price and that conforms to all the material terms and conditions of the advertisement for bids.

Competitive sealed bids can be used ONLY when the following criteria are met: (1) there are complete, adequate, and realistic specifications or purchase descriptions; (2) there are two or more responsible bidders who are willing and able to compete effectively; (3) the procurement can be made on a firm fixed-price contract and selection of the successful bidder can appropriately be made principally on the basis of price.

When formal advertising is used the following conditions shall be met.

- i. The advertisement for bids shall be publicly advertised.

- ii. The advertisement for bids, including the specifications and pertinent attachments, shall clearly define the items, end products or services needed in order for the bidders to properly respond to the advertisement.
- iii. All bids shall be opened publicly at the time and place specified in the advertisement for bids.

A firm fixed-price contract award shall be made by written notice to the lowest responsive and responsible bidder whose bid conforms to the advertisement for bids. Notwithstanding the above, any or all bids may be rejected when there are sound documented business reasons in the best interest of the CDBG Program.

"Responsible bidder" refers to the character or quality of the bidder -- whether it is an entity with which the City of Escanaba is safe doing business.

"Responsive bidder" refers to whether or not the bidder has offered THE CITY OF ESCANABA in its bid what was asked for in the specifications.

Disqualification of a bidder for **lack of responsibility** will require notice to the bidder and the opportunity for a hearing. Rejection of a bid because of **unresponsiveness** requires only that bidder be informed of why bid was rejected.

Competitive Negotiation: Requests for Proposals/Qualification Statements. The technique of competitive proposals is normally conducted with more than one source submitting an offer. All competitive proposals shall be conducted using a formal RFP/RFQ containing at least the minimum items in the attached RFP/RFQ Outline (See Attachment A). Architectural and engineering services must be procured via requests for qualification statements; administrative consulting and other professional services must be procured via requests for proposals. Other professional services may also be procured by requests for proposals. The following procedures will be used for competitive negotiation:

- i. Requests for proposals or qualification statements will be adequately publicized to achieve sufficient competition. All submittals will be honored and entered into the competition.
- ii. Request for proposals or qualification statements shall contain a detailed list of tasks in the proposed scope of work that is expected to be accomplished.
- iii. The request for proposals or qualification statements shall identify all significant evaluation factors or selection criteria, including the corresponding point system that will be used to rate the proposals/qualification statements. Requests for proposals shall always include cost and at least one non-cost evaluation factor.
- iv. The selecting official (or committee, if one is designated) shall review all proposals and statements received and make a technical evaluation of each. This shall also include a written statement that identifies the basis upon which the selection was made; including the importance of cost (for RFPs).
- v. Contract award will be made to the responsible offeror whose submission is deemed most appropriate to the City Of Escanaba with consideration for price, qualifications, and other factors set by the local governing body. Unsuccessful offerors shall be notified in writing within ten working days of contract award. Documentation of notification shall be maintained in the contract selection file for the individual project.

For qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, at least three firms will be solicited. Following the review of the qualification statements received, the most qualified competitor will be selected to enter into contract negotiation. This shall always include negotiation of price to insure cost reasonableness. At the conclusion of successful negotiation, the competitor shall be invited to enter into a contract.

### CONTRACT PRICING

The City Of Escanaba shall perform cost or pricing analysis in connection with EVERY procurement action including contract modifications in accordance with the requirements of "Cost and Price Analysis for HUD Grantees and Funding Recipients". [See Attachment C] Costs or prices based on estimated costs for CDBG projects shall be allowed only to the extent that the costs incurred or the cost estimates included in negotiated prices are consistent with federal cost principals[ 48 CFR Part 31]. Lump sum prices will only be utilized when there is a definable work product and the quantity to be provided is certain and the contractor assumes all the risk for costs incurred. Unit prices can be utilized when there is a definable work product and the contractor assume all the risk for costs incurred, but the quantity is estimated. Cost reimbursement will be utilized when the task does not result in a definable work product or the contractor will not assume the risk of incurring the cost to complete the task. Cost reimbursement, unit or lump sum price, or a combination thereof may be utilized as appropriate.

A cost reimbursement type contract is most appropriate when the scope and extent of the work to be performed are not clearly defined, such as a professional services contract. A cost reimbursement contract MUST clearly establish a cost ceiling which may not be exceeded without formally amending the contract, and must identify a fixed dollar profit that may not be increased unless there is a contract amendment that increases the scope of the work.

A fixed price contract is appropriate when the scope of work is very well defined and product oriented. A fixed price contract can only be awarded when fair and reasonable prices can be established through adequate price competition and the solicitation is based principally on price. A fixed price contract MUST establish a guaranteed price that may not be increased.

Cost plus percentage of cost and percentage of construction cost methods of contracting MUST NOT be used.

### PROCUREMENT RECORDS

The City Of Escanaba shall maintain records sufficient to detail the history of the procurement. The records will include the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection and the basis for the contract price

### CONTRACT PROVISIONS

The records shall include the following contract provisions and conditions:

- i. Contracts other than small purchase shall contain provisions that allow for administrative, contractual, or legal remedies if contractors violate or breach contract terms, and provide for sanctions and penalties as appropriate.

- ii. All contracts in excess of \$10,000 shall provide for termination for cause and for convenience by the City of Escanaba including the manner in which it will be done and the basis for settlement.
- iii. All construction contracts and subcontracts in excess of \$10,000 shall include provisions which require compliance with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in DOL regulations (41 CFR Part 60).
- iv. All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick-Back" Act (18 USC 874) as supplemented by DOL regulations (29 CFR Part 3).
- v. All contracts or subcontracts in excess of \$2,000 for construction or repair shall include a provision for compliance with the Davis-Bacon Act (40 USC 276a to a-7) as supplemented by DOL regulations (29 CFR Part 5).
- vi. All construction or repair contracts or subcontracts in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers, shall include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by DOL regulations (29 CFR Part 5).
- vii. Each contract shall include a notice of DCEO requirements and regulations pertaining to reporting and patent rights under any contract involving respect to any discovery or invention which arises or is developed in the course of or under such contract, and of the state requirements pertaining to copyrights and rights in data.
- viii. All negotiated contracts shall include a provision that makes it possible for the DCEO, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, to have access to any books, documents, papers, or records of the contractor/firm that are directly pertinent to the contract, for the purpose of making audit examination excerpts and transcriptions. Further, the contract must include a provision that all required records will be maintained by the contractor/firm for a period of four years after City of Escanaba)formally closes out each CDBG program.
- ix. All contracts, subcontracts, and subgrants in amounts in excess of \$100,000 shall contain a provision which requires compliance with the requirements of Section 306 of the Clean Air Act (42 USC 1857 h), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- x. Contracts shall recognize mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).
- xi. The City of Escanaba will be permitted to require changes, remedies, changed conditions, access and record retention, and suspension of work clauses approved by the City Council.

#### CONTRACT ADMINISTRATION

The City of Escanaba shall maintain contract administration systems that insure contractors/firms perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. The accepted performance of contractors/ firms will be a factor in subsequent contract

negotiations and award. Remedial action by the City of Escanaba through legal processes shall be considered in instances of identified significant nonperformance.

PROTEST PROCEDURE

Any person who is aggrieved in connection with the solicitation or award of a contract shall make a protest to the chief procurement officer.

Protest with respect to a **solicitation** shall be submitted in writing at least two working days prior to the opening of bids. Protest with respect to the **award** of a contract shall be submitted in writing within ten calendar days after the contract award.

This Policy adopted by the City Council at a regular meeting held \_\_\_\_\_, 2014.

\_\_\_\_\_  
Robert S. Richards, CMC  
Escanaba City Clerk

Date \_\_\_\_\_

## **PROCUREMENT POLICY**

### **ATTACHMENT A – RFP/RFQ OUTLINE**

Under the federal procurement regulations professional services are typically procured through the competitive proposal or request for proposal method [24 CFR 85.36(d)(3)]. A well-written RFP or RFQ will contain all of the information the proposers need to know in a manner that captures interest and is easy to follow. The RFP or RFQ will consist of an introduction and six sections, each of which is summarized briefly on this page:

All RFPs or RFQ issued by the City of Escanaba for professional services will at minimum contain the following items:

1. Advertisement/Purpose (Introduction) – Will include a Cover Letter to summarize the services being solicited and the due date for proposals.
2. Program Information – Will include an overview of the grant/project status and a summary of the roles and responsibilities of all involved parties to provide the context for the solicited services and capture the interest of potential respondents.
3. Scope of Services - Will include an overview of the solicited services, summarize general expectations, specify the anticipated role of the selected firm, and provide a detailed list of tasks to be accomplished. Should be connected to the fee proposal and be detailed enough to be in the final contract.
  - Statement of Work (RFP only): All tasks the selected consultant will be expected to perform will be listed in detail. The list must be detailed enough for the consultant to provide price or estimated cost for the services.
4. Submission and Evaluation Requirements – Will describe what sections should be included in the proposal (e.g. approach, organization chart or staffing plan, fee proposal (RFP only), etc.) and what information each of those sections should contain. Also the criteria the City will use to evaluate the proposal and the weights for each criterion will be described. Submission requirements and evaluation criteria should be linked.
  - Approach section (RFP): For each task identified in the scope of work, respondent is to describe how they would accomplish the task(s).
  - Project staffing: Respondent will be asked to include names and roles of principal staff members, time commitments for principal staff members, and attach resumes.
  - Qualifications: Respondent will be asked to include project summaries the respondent's relevant experience, organized by firm or by type of experience.
  - Fee proposal (RFP only): Respondent will be asked to provide a price for services described in the approach, broken out by task.
5. Schedule and Required Information – Will provide information about the procurement not related to the actual project. This includes a schedule/timetable for the procurement, information on written questions and pre-proposal conference, contractual obligations, information on conflict of interest, and all other required clauses.

6. Attachments - Provide any required forms (e.g. form for fee proposal or Certifications/Assurances), further clarify the expectations by including a sample contract, copies of the roles/ responsibilities checklist, and/or scopes of work for other consultants, and include more detailed information on the project (e.g. application or project summary).

## **PROCUREMENT POLICY**

### **ATTACHMENT B – Sealed Bid Requirements and Procedures**

Under the federal procurement regulations construction services are required to be procured through the competitive sealed bid method [24 CFR 85.36(d)(2)]. This method is also required for the procurement of equipment and supplies over \$100,000.

#### Sealed Bid Requirements

1. Advertisement or bids- instructions to potential bidders including: location and time and date for submission; availability of bid documents and duration of public inspection, deposit(s) and other bidding requirements; notice of Federal contract requirements.
2. Information for Bidders- instructions to potential bidders including: bid preparation requirements; details for price submission; bidder qualifications, bid security requirements, timelines for bid and contract award; liquidated damages provisions; conditions of work; addenda and interpretations; security for performance; power of attorney; governing laws and regulations; method of bid award; and obligations of bidders.
3. Requirements for a Bid Guarantee. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
4. Requirements for a Performance Bond. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
5. Requirements for a Payment Bond. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.
6. Requirements for a Certificate as to Corporate Principal.
7. Requirements for a Public Work Bid, including acceptable pricing format.

#### Sealed Bid Procedures

The sealed bid solicitation will be published at least once, not less than 30 and not more than 45 days before the date for filing bids in a newspaper that serves as the official publication for the grantee. If the grantee does not have an official publication then it will be published in a newspaper published at least once weekly and having general circulation in the geographic area served by the governmental entity. Preference should be given to a newspaper published daily if available.

The sealed bid solicitation will insure the complete plans and specifications will be available on the date of the first advertisement.

The advertisement for the sealed bid solicitation will indicate where specifications can be obtained and when and where bids will be received and opened.

All sealed bids received will be date and time stamped upon receipt.

Any sealed bid which does not arrive at the designated place by the appointed time will not be considered and will not be opened. The bid will be marked by the time received and returned to the bidder unopened.

All bids will remain confidential until the public bid opening.

All bids submitted on time will be publicly opened and the sealed bids read aloud.

Where specified in the bid documents, factors such as discounts, transportation costs, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts shall only be used to determine low bid when prior experience indicates that such discounts are generally taken.

After approval by the City Council, a firm fixed price award in writing to the lowest responsive bidder whose bid conforms to the advertisement for bids will be made.

A bid abstract of the bid opening will be maintained. At a minimum it will include the following:

- date, time, and location of the bid opening;
- a listing of all bids received and the amounts of their bids
- a listing of all persons present;
- a tabulation of the bids opened;
- the award decision

Unsuccessful bidders will be promptly notified in writing.

## **PROCUREMENT POLICY**

### **ATTACHMENT C – HUD Guidance on Cost Price Analysis**

Under the federal procurement regulations grantees are required to perform a cost price analysis on every procurement action [24 CFR 85.36(f)]. HUD has provided a guide to recipients to meet this requirement. The important sections of which are provided below.

#### **Quick Guide to Cost and Price Analysis for HUD Grantees and Funding Recipients**

##### **What is price analysis?**

Price analysis is essentially price comparison. It is the evaluation of a proposed price (i.e., lump sum) without analyzing any of the separate cost elements that it is composed of.

##### **What is cost analysis?**

Cost analysis is the evaluation of the separate elements (e.g., labor, materials, etc.) that make up a contractor's total cost proposal or price (for both new contracts and modifications) to determine if they are allowable, directed related to the requirement and ultimately, reasonable.

##### **Is cost or price analysis always required?**

Yes. HUD's regulations at 24 Code of Federal Regulations (CFR) Part 84, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," and 24 CFR Part 85, "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments," require grantees to perform a cost or price analysis for *every* procurement action, including contract modifications (e.g., "change orders"), using HUD grant funds.

##### **When do I perform a price analysis?**

You use price analysis whenever you are comparing lump sum prices – not cost estimates - received from contractors in a competitive pricing situation (e.g., when sealed bids are obtained).

##### **What qualifies as competition?**

Generally, competition means two or more responsible (e.g., not debarred or suspended, etc.) offerors ("bidders"), competing independently, submit priced offers that satisfy the grantee's contract requirement. Obviously, the greater the number of offers received, the greater the competition and ideally, the better the pricing.

##### **When do I perform a cost analysis?**

Cost analysis is used whenever you do not have price competition. A cost analysis is required when:

- Using the **competitive proposal** (or "negotiated") method of contracting (see 24 CFR 85.36(d)(3) for a definition), e.g., for acquiring professional, consulting or architect/engineering (A/E) services. **Under the competitive proposal method, offerors are required to submit cost proposals that show the elements (e.g., labor, materials, overhead, profit) of their proposed costs or price. SEE FORMAT BELOW.**
- Negotiating a contract with a **sole source**, i.e., not soliciting competitive bids or offers. When a sole source is appropriate and justified (see 24 CFR 85.36(d)(4)), you must obtain a complete cost breakdown from the sole source contractor and perform an analysis using the cost principles to establish a fair and reasonable price or estimated cost.

- After soliciting competitive sealed bids, you receive **only one bid**, and it differs substantially from your independent estimate of the contract price. If you determine that the bid is unreasonable and decide to not recompete (e.g., market survey tells you that you wouldn't get competition), then you may formally cancel the solicitation and negotiate a contract price with the single bidder. In that case, you must obtain a cost breakdown of the single bid price and use cost principles to determine if that price is reasonable.
- Negotiating a **modification** (including change orders) to *any* type of contract, if the modification changes the work authorized under the contract, and changes the price or total estimated cost, either upwards or downwards. You must obtain a detailed breakdown of the contractor's proposed cost - not a lump sum proposal - before negotiating the change in contract price.

**CAUTION:** *Modifications that change the work beyond the scope of the contract must be justified in accordance with the conditions set forth in 24 CFR 85.36(d)(4) or 24 CFR 84.43. If the out-of-scope change cannot be justified, you must procure the work competitively.*

***Do I need to analyze and negotiate profit separately?***

Whenever you are required to perform a cost analysis, and you are negotiating a contract action that provides for a profit or fee, you must negotiate profit separately. When negotiating profit, you should consider **all** of the following:

- The complexity of the work to be performed. The more difficult the work, the more profit a contractor may be entitled to.
- Contractor's risk. How much risk - either performance or cost to the contractor - will the contract create? The higher the risk, the higher the reward, i.e., profit.
- Contractor's investment (labor, oversight, etc.). How much and what type of resources will the contractor have to dedicate to performing the contract? The greater the investment of resources the more profit.
- Subcontracting. The amount of profit depends upon the size, nature and oversight needs of the subcontracts the contractor will use. Will the contractor perform most of the work, or will he/she sub out some of it, and if so, how much? Will subcontracted work be routine or complex? What amount and level of oversight and management will subcontracted work require of the contractor? Simple subcontracts for routine supplies of services should not be worth as much profit as complex subcontracts that require a lot oversight by your own highly skilled staff or management.
- Quality of the contractor's past performance. Profit should reward the contractor for a proven record of high quality performance. A consistent record of delivering quality goods or services on time within cost, indicates that the contractor will likely "deliver the goods" to you, too. (Note: You probably won't be considering a poor performer for a new contract award.) Performance under the current contract must be considered when negotiating a modification.
- Industry profit rates in the surrounding geographical areas for similar work. What's the "going rate," especially for standard, more commercial types of work? **CAUTION:** Be careful to not pay going rates when the work required is not really covered by those rates, e.g., paying specialty rates for routine work.

**CAUTION!** *The "cost-plus-a-percentage-of-cost" and "percentage-of-construction-cost" contract types are prohibited. (See also 24 CFR 85.36(f)(4), and 24 CFR 84.44(c).) These types of contracts reward contractors for incurring greater costs, which is just the opposite of what is in your, the buyer's, best interest.*

***How do cost analysis and price analysis apply to the different contracting methods?***

- **Small Purchases.** For routine, commercial type purchases, comparing price or rate quotes obtained from an adequate number of qualified vendors is sufficient price analysis. If the small

purchase is for professional or technical services, or the City needs to evaluate other factors than price, then at least a limited cost analysis is appropriate. In either case, the City's analysis should include comparing the proposed prices to past prices it has paid for the same or similar items or services.

- *Sealed Bidding.* This is the preferred method for contracting for supplies, equipment and construction. (See 24 CFR 85.36(d)(2) for a definition.) Normally, the competitive pricing forces of the marketplace determine the reasonableness of the low price obtained through sealed bidding. Nevertheless, the City should always compare its own independent cost estimate to the low competitive bid received. In the event they are significantly different, the City will need to examine each to verify that either its own estimate or the market price is valid. Otherwise, no further price or cost analysis is required under sealed bidding.

**CAUTION!** *When only one bid is received in response to a competitive bid solicitation, you do not have price competition. If you decide to award on the basis of a single submitted bid price, i.e., without negotiation, you must justify that the price is fair and reasonable. At a minimum, you should compare the bid price to your own in-house estimate and past prices paid for the same or substantially similar item(s) in the past.*

*You should also try to obtain information from the marketplace, if you have not already done so in developing your own estimate. If you decide to cancel the sealed bid and negotiate a contract price with the single bidder, you must obtain a complete cost breakdown and perform a cost analysis of the proposed price. If the bidder refuses to provide a breakdown of his/her costs, you may have no other choice than to resolicit bids. In any case, you must document the rationale for your award decision.*

- *Competitive Proposals.* This method is most often used to contract for professional, consulting, and architect/engineering (A/E) services. (See 24 CFR 85.36(d)(3) for a definition.) To determine the reasonableness of proposed costs, you must obtain cost breakdowns from the offerors showing all the elements of their proposed total costs and perform a cost analysis of each proposal using the appropriate set of cost principles (discussed below).

**NOTE!** *When awarding a contract using the competitive proposal method, the type of contract (e.g., firm fixed-price or cost-reimbursement) you propose to award does not affect the requirement for a cost analysis. For example, if you intend to award a firm fixed-price contract via the competitive proposal method, you still must analyze all of the proposed costs contained in each offeror's price. However, you are not required to negotiate each individual cost element in arriving at an agreement on total price. The final price you negotiate with the contractor on a fixed-price contract normally reflects agreement only on the total price. Therefore, the overall objective should be to negotiate total prices that are fair and reasonable.*

**NOTE!** *In certain cases, the contract may specify separately priced items. This is commonly done in indefinite-delivery (e.g., indefinite-quantity, sometimes called job order, or "open ended") contracts. Under these contracts, the City orders pre-priced items on an as-needed basis, up to a stated maximum quantity. For these contracts, agreement must be reached on each item's price before award and the prices included in the final contract document.*

ATTACHMENT C.1

## Format for Cost Analysis

Develop a detailed list of tasks and subtasks, based on the services requested in the RFP/RFP.  
 Estimate the number of hours needed to complete each task and divide among staff with a variety of hourly rates.  
 Estimate materials, supplies, services or other direct costs for to complete each task.  
 Apply overhead rate *if applicable* to appropriate cost base for each task.  
 Apply profit rate *if applicable* to appropriate base for each task.  
 Sum all the elements of cost and profit for the task.

**Contract Task 1: Proposal Review**

Labor Cost

Estimated 10 proposals x 4 hours per proposal for Assistant Planner @ \$20 per hour =	\$ 800.00
Estimated 10 proposals x 1.5 hours per proposal for Senior Planner @ \$32.50 per hour =	\$ 487.50
Fringe Benefit @ 22% of Direct Labor Cost =	\$ 383.25

Total estimated Direct Labor Cost for completing <b>Proposal Review</b> Task	\$1,570.75
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Materials and Services Cost

Estimated 15 copy pages per proposal x 10 proposals @ \$.32 per page =	\$ 48.00
Estimated printing cost per proposal summary @ \$3.50 ea. x 10 =	\$ 35.00

Total estimated Materials and Services Cost for completing <b>Proposal Review</b> Task	\$ 83.00
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Overhead

Overhead rate for federally funded contracts @ 32% x Direct Labor Cost =	\$ 502.64
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Total estimated Costs for completing <b>Proposal Review</b> Task	\$2,156.39
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Profit

Profit @ 8% of total estimated Cost	\$ 172.51
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TOTAL PRICE for completing <b>Proposal Review</b> Task	\$2,328.90
Estimated unit price <i>if applicable</i> Total Price divided by # proposals =	\$232.89

## CITY OF ESCANABA

### Economic Opportunities Policy for Section 3 Covered Contracts

#### **Background:**

Section 3 of the Housing and Urban Development Act of 1968, as amended, ("Section 3") requires that economic opportunities generated by certain U.S. Department of Housing and Urban Development financial assistance for housing and community development programs be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and business concerns which provide economic opportunities to low- and very low income persons.

Pursuant to Section 3 of the Housing and Urban Development Act of 1968, as amended and 24 CFR Part 135, the City of Escanaba adopts this Economic Opportunities Policy for Section 3 Covered Contracts. The policy will provide direction for implementing Section 3, when required.

#### **Policy Statement:**

The City of Escanaba shall provide opportunities to low- and very low-income persons residing in the State of Michigan (as defined in § 135.5 of 24 CFR Part 135) and to businesses meeting the definition of "Section 3 Business Concern" (as defined by 24 CFR Part 135). Accordingly, the City of Escanaba shall implement policies and procedures to ensure that Section 3, when required, is followed and develop programs and procedures necessary to implement this policy covering all procurement contracts where labor and/or professional services are provided. This policy shall not apply to contractors who only furnish materials or supplies through Section 3 covered assistance. It will apply to contractors who install materials or equipment. (See the definition of "Section 3 Covered Contracts" below.) There is nothing in the policy that should be construed to require the employment or contracting of a Section 3 resident or contractor who does not meet the qualifications of the position to be filled or who cannot fulfill the contract requirements.

#### **Definitions:**

The City of Escanaba incorporates into this policy the definitions contained in § 135.5 of 24 CFR Part 135.

#### **Defined Terms of Policy:**

- **Section 3** – Section 3 is a provision of the Housing and Urban Development Act of 1968, which recognizes that HUD funds are typically one of the largest sources of federal funding expended in communities through the form of grants, loans, entitlement allocations and other forms of financial assistance. Section 3 is intended to ensure that when employment or contracting opportunities are generated because a covered project or activity necessitates the employment of additional persons or the awarding of contracts for work, preference must be given to low- and very low-income persons or business concerns residing in the community where the project is located.

- **Section 3 Recipient** – means any entity which receives Section 3 covered assistance, directly from HUD or from another recipient and includes, but is not limited to, any State, unit of local

government, PHA, IHA, Indian tribe, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee or transferees of any such entity, but does not include any ultimate beneficiary under the HUD program to which Section 3 applies and does not include contractors.

- **Section 3 Resident** – A section 3 resident is 1) a public housing resident; or 2) a low- or very low-income person residing in the metropolitan area or non-metropolitan county in which the Section 3 covered assistance is expended.

- **Section 3 Business Concern(s)** – Section 3 Business Concerns are businesses that can provide evidence that they meet one of the following:

- a) 51% or more owned by Section 3 residents; or b) at least 30% of its full time employees include persons that are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or c) provides evidence, as required, of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications in the above two paragraphs.

- **Section 3 Covered Assistance** –

- (a) Public and Indian housing development, operating or capital funds; or other housing assistance and community development assistance expended for housing rehabilitation, housing construction or other public construction projects, such as: CDBG, HOME, 202/811, Lead-Based Paint Abatement, etc.

- (b) The following definition for Section 3 Covered Assistance comes from 24 CFR 135.5:

- (1) Public and Indian housing development assistance provided pursuant to section 5 of the 1937 Act;

- (2) Public and Indian housing operating assistance provided pursuant to section 9 of the 1937 Act;

- (3) Public and Indian housing modernization assistance provided pursuant to section 14 of the 1937 Act;

- (4) Assistance provided under any HUD housing or community development program that is expended for work arising in connection with:

- (i) Housing rehabilitation (including reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair and replacement);

- (ii) Housing construction; or

- (iii) Other public construction project (which includes other buildings or improvements, regardless of ownership).

- **Section 3 Covered Contract** – means a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 Covered Assistance, or for work arising in connection with a Section 3 Covered Project. “Section 3 Covered Contracts” do not include contracts awarded under HUD procurement program, which are governed by the Federal Acquisition Regulation System (see 48 CFR, Chapter 1). “Section 3 Covered Contracts” also do not include contracts for the purchase of supplies and materials. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a Section 3 Covered Contract. For example, a contract for the purchase and installation of a furnace would be a

Section 3 Covered Contract because the contract is for work (i.e., the installation of the furnace) and thus is covered by Section 3.

- **Section 3 Covered Project** – A section 3 covered project involves the construction or rehabilitation of housing (including reduction of lead-based paint hazards), or other public construction such as street repair, sewage line repair or installation, updates to building facades, etc.
- **Section 3 Covered Community Planning and Development Funding** – Community Development Block Grants (CDBG), Home Investment Partnership Assistance (HOME), Emergency Shelter Grants (ESG), Neighborhood Stabilization Programs (NSP), and certain grants awarded under HUD Notices of Funding Availability (NOFAs). The requirements for Section 3 only apply to the portion(s) of covered funding that were used for project/activities involving housing construction, rehabilitation, demolition, or other public construction.

**Responsibilities:**

1. The City of Escanaba receives community development or housing assistance covered by Section 3 has the responsibility to comply with Section 3 in its own operations. This responsibility includes:
  - a. Notifying Section 3 residents and businesses about jobs and contracts generated by Section 3 covered assistance so that residents may seek jobs and businesses may submit bids/proposals for available contracts;
  - b. Notifying potential contractors of the objectives of Section 3 and ways in which each contractor can assist the sub-recipient to meet its goal;
  - c. Facilitating the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns; and
  - d. Documenting the action that the sub-recipient takes to comply with the Section 3 requirements, the results of the actions, and impediments, if any.
2. The City of Escanaba has a responsibility to “ensure compliance” of their contractors and subcontractors. This means that a sub-recipient must:
  - a. Notify contractors of their responsibilities under Section 3 including, but not limited to, incorporating the Section 3 Clause in contract documents.
  - b. Refrain from entering into contracts with contractors that are in violation of the regulations in 24 CFR Part 135.
  - c. Respond to complaints made to the recipient by Section 3 residents or business concerns that the sub-recipient, a contractor or subcontractor, is not in compliance with 24 CFR Part 135.
  - d. Cooperate with HUD in obtaining the compliance of contractors and subcontractors when allegations are made that the sub-recipient’s contractors and subcontractors are not in compliance with the regulation of 24 CFR Part 135.

**Goals:**

All contractors undertaking Section 3 covered projects and activities are expected to meet the Section 3 requirements. To demonstrate compliance with the "greatest extent feasible" requirement of Section 3, contractors must meet the goals set forth below for providing training, employment and contracting opportunities to Section 3 residents and Section 3 business concerns. To meet the goals, contractors must select Section 3 residents based on the following priorities pursuant to § 135.34, 24 CFR Part 135:

**First Priority** - Residents of the development where the work is to be performed.

**Second Priority** - Other residents of the neighborhood where the work is to be performed.

**Third Priority** - Other residents of the neighborhood who are participants in HUD- Youthbuild or others federal, state, and local job programs being carried out in the city or county area.

**Fourth Priority** - Other persons from the project metropolitan area who meet the definition of Section 3 resident contained in § 135.5 of 24 CFR Part 135.

**Employment:**

All contractors will seek low- or very low-income persons residing in the property metropolitan area for 30% of all new hires. When applicable, the contractor must show evidence of seeking project residents for 15% of the new hires.

Eligibility for employment or contracting nothing in this policy shall be construed to require the employment or contracting of a Section 3 resident or contractor who does not meet the qualifications of the position to be filled or who cannot perform the contract.

**Preference for Section 3 Business Concerns:**

Preference shall be awarded to Section 3 Business Concerns according to the following system:

- A. Where the Section 3 Covered Contract is to be awarded based upon the lowest price, the contract shall be awarded to the qualified Section 3 Business Concern with the lowest responsive quotation, if it is reasonable and no more than 10 percent higher than the quotation of the lowest responsive quotation from any qualified source. If no responsive quotation by a qualified Section 3 Business Concern is within 10 percent of the lowest responsive quotation from any qualified source, the award shall be made to the source with the lowest quotation. If it is reasonable and no more than 10 percent higher than the quotation of the lowest responsive quotation from any qualified source. If no responsive quotation by a qualified Section 3 Business Concern is within 10 percent of the lowest responsive quotation from any qualified source, the award shall be made to the source with the lowest quotation.
- B. Where the Section 3 Covered Contract is to be awarded based on factors other than price, a request for quotations shall be issued by developing the particulars of the solicitation, including a rating system for the assignment of points to evaluate the merits of each quotation. The solicitation shall identify all factors to be considered, including price or cost. The rating system shall provide for a range of 15 to 25 percent of the total number of available rating points to be set aside for the provision of preference for Section 3 Business Concerns. The purchase order shall be awarded to the responsible firm whose quotation is the most advantageous, considering price and all other factors specified in the rating system.

**Competitive Bids:** Procurement by Sealed Bids (Invitations for Bids)

Preference in the award of Section 3 Covered Contracts that are awarded under a sealed bid process may be provided as follows:

Bids shall be solicited from all businesses (Section 3 Business Concerns, and non-Section 3 Business Concerns). An award shall be made to the qualified Section 3 Business Concern with the highest priority ranking and with the lowest responsive bid if that bid—

1. Bids shall be solicited from all businesses (i.e. Section 3 Business Concerns and non- Section 3 Business Concerns). An award shall be made to the qualified Section 3 Business Concern with the highest priority ranking (as defined in 24 CFR Part 135) and with the lowest responsive bid if that bid:

A.) is within the maximum total contract price established in The City of Escanaba's budget for the specific project for which bids are being taken; and

B.) is not more than "X" higher than the total bid price of the lowest responsive bid from any responsible bidder. "X" is determined as follows:

X = lesser of:

When the lowest responsive bid is less than \$100,000 . . . . 10% of that bid or \$9,000  
When the lowest responsive bid is:  
At least \$100,000, but less than \$200,000 . . . . 9% of that bid or \$16,000  
At least \$200,000, but less than \$300,000 . . . . 8% of that bid or \$21,000  
At least \$300,000, but less than \$400,000 . . . . 7% of that bid or \$24,000  
At least \$400,000, but less than \$500,000 . . . . 6% of that bid or \$25,000  
At least \$500,000, but less than \$1 million .....5% of that bid or \$40,000  
At least \$1 million, but less than \$2 million. ....4% of that bid or \$60,000  
At least \$2 million, but less than \$4 million. ....3% of that bid or \$80,000  
At least \$4 million, but less than \$7 million. ....2% of that bid or \$105,000  
\$7 million or more . . . . 1.5% of the lowest responsive bid, with no dollar limit.

2. If no responsive bid by a Section 3 Business Concern meets the requirements of paragraph 1 of this section, the contract shall be awarded to a responsible bidder with the lowest responsive bid.

3. In both paragraph 1 and 2 above, a bidder, to be considered as responsible, must demonstrate compliance with the "greatest extent feasible" requirement of Section 3.

**Compliance**

HUD holds MSHDA accountable for compliance with Section 3 requirements. In its written agreement with its housing partners, MSHDA will site Section 3 obligations. When a housing partner is unable to meet Section 3 goals, MSHDA will place the burden of proving compliance with Section 3 on the recipient.

The minimum numerical goal for employment is 30 percent of the aggregate number of new hires shall be Section 3 residents annually—i.e., 1 out of 3 new employees needed to complete a Section 3 covered project/activity shall be a Section 3 resident.

The minimum goals for contracting are:

- Ten percent of the total dollar amount of all Section 3 covered contracts for building trades work for maintenance, repair, modernization or development of public or Indian housing or building trades work arising in connection with housing rehabilitation, housing construction and other public construction, shall be awarded to Section 3 businesses; and
- Three percent of the total dollar amount of all non-construction Section 3 covered contracts, shall be awarded to Section 3 businesses.

Safe harbor and compliance determinations: In the absent of evidence to the contrary (i.e., evidence that efforts to the "greatest extent feasible" were not expended), if The City of Escanaba or contractor meets the minimum numerical goals shown above, the recipient or contractor is considered to have complied with Section 3 preference requirements.

The City of Escanaba will be expected to demonstrate why it was not feasible to meet the goals. At a minimum, if recipients of Section 3 Assistance are unable to meet their Section 3 training, hiring, and contracting goals, they should sponsor or participate in upward mobility programs, hire eligible residents in trainee positions with regard to training and employment, or form Section 3 joint ventures with various local employment agencies.

**Data Collection and Reporting:**

The City of Escanaba will collect and submit required Section 3 data and complete Section 3 reporting requirements.

This Policy adopted by the City Council at a regular meeting held \_\_\_\_\_, 2015.

\_\_\_\_\_  
Robert S. Richards, CMC  
Escanaba City Clerk

Date \_\_\_\_\_

**EXCESSIVE FORCE POLICY**

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL, OF ESCANABA, ADOPTING A POLICY PROHIBITING THE USE OF EXCESSIVE FORCE AGAINST NON-VIOLENT CIVIL RIGHTS DEMONSTRATORS.

WHEREAS, the Congress of the United States has passed the Armstrong/Walker "Excessive Force" Amendment (Section 104 (L)(1) of Title I of the Housing and Community Development Act of 1974 as amended) prohibiting the use of excessive force by a local law enforcement agency against any individual engaged in nonviolent civil rights demonstration within its jurisdiction.

AND WHEREAS the City of Escanaba has received a Michigan Community Development Block Grant and is required to comply with the Armstrong/Walker "Excessive Force" Amendment;

AND WHEREAS the use of excessive force against demonstrators may cause the CITY to lose its grant or eligibility for future federal grants;

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF ESCANABA, MICHIGAN:

It is POLICY of the CITY that the use of excessive force is prohibited by local law enforcement agencies against individuals engaged in lawful and nonviolent civil rights demonstrations within the City.

The City will adopt and enforce a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within jurisdictions.

The City Council directs the Police Chief to implement this Resolution by amending applicable police department procedures.

PASSED BY THE CITY COUNCIL, CITY OF ESCANABA, MICHIGAN.

SIGNED BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

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

The UGLGs that are assisting the construction of housing developments must also ensure that those developments comply with the Section 504 provisions regarding set asides of apartments for groups with specific disabilities. These rules are not likely to apply to MEDC grantees since the program does not support the rehabilitation or construction of housing facilities. However, if a grantee believes that their project does trigger these requirements they should contact their CDBG Program Specialist.

### **Excessive Force Policy**

All UGLGs must certify compliance with the regulations under CFR 91.225 (b)(5), (also known as the Armstrong Walker Amendment) which prohibits the use of excessive force by law enforcement agencies within their jurisdiction against any individuals engaged in non-violent civil rights demonstrations. Further, and in case where a jurisdiction has no police department, the UGLG must also certify that it has adopted and is enforcing a policy against physically barring entrance to or exit from, a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction. The Excessive Force policy must be made available during the monitoring visit. For a sample of such a policy, please see Form 9-K Excessive Force Policy – Sample.

## **Section 6 – Recordkeeping**

### **Civil Rights, Section 3, and Contracting**

The MEDC staff will monitor for program compliance through a review of reports and site visits to project sites. The following records should be maintained in the UGLG program files:

- Equal opportunity advertising statements and policies.
- Statements on hiring policies.
- Personnel manuals.
- Employment data summaries.
- Section 3 employment efforts and business utilization reports from contractors.
- Data on distribution of direct and indirect benefits.
- Contract records documenting civil rights compliance in contract procurement, and proof of inclusion of all applicable civil rights certifications in project contracts.
- Complaints, if any, and their resolution.
- Actions taken to reduce impediments to fair housing.
- Policies adopted and enforced regarding fair housing and use of excessive force.
- The internal Contract Solicitation & Section 3 Reporting Record, along with the copies of Contract and Subcontract Activity Reports, when submitted to the MEDC staff.

## **Section 7 – Applicable Laws**

### **Title VI of the Civil Rights Act of 1964, as Amended (42 U.S.C. 2000d)**

This Act states that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving federal financial assistance on the basis of race, color, or national origin. Regulation citation: 24 CFR Part 1.

**CITY OF ESCANABA, DELTA COUNTY**  
**SECTION 504 ADA SELF-EVALUATION QUESTIONNAIRE**

City of Escanaba has   112   full time employees.

**PART I**

1. City of Escanaba provides the following programs and services to residents and visitors:

- a. Municipal water and sewer service
- b. Fire and police protective services
- c. Solid waste and recycling pick-up service
- d. Parks and recreation facilities and programs
- e. Infrastructure: sidewalks, alleys, roads, storm sewers, sanitary sewers, city water/electrical service-power systems, city hall building, recreational buildings,
- f. Zoning and planning
- g. City library

2. Below is a listing of the various policies and ordinances that that direct the operation of the programs and services listed above.

- Placing Topics on City Council Agenda
- Utility Account Deposits, Establishing Service, and Discontinuing Service,
- Collection of Delinquent Utility Accounts
- Donation
- Public Announcement Channel
- Council Procedure for Accepting Public Comment
- Summer Water Meter Agreement (Second Meter)
- Charter of the City of Escanaba, adopted by voters August 29, 1921, amended June 1, 1965
- City Administration Code and Ordinances
- Master Plans:
  - City of Escanaba
  - Downtown Development Authority
  - North Shore Re-Development
  - Recreation
  - Non-Motorized
- Redevelopment Strategy/Plan
- Downtown Development Authority Vision 20/20
- Lincoln/Ludington Corridor Improvement Plan
- Budget and Capital Improvement Plan
- Fee Schedule
- Land Sale Policy
- Public Participation Policy
- Zoning Ordinance and Amendments
- Zoning Map

- Procedure for Zoning Variance for Land Use or Fence Permits
- Sketch Plan Review - Approval Development
- Site Plan Review - Approval Development
- Zoning Amendment Process
- Site Plan Review Procedures
- Zoning Ordinance and Sign Ordinance
- Bed and Breakfast Ordinance
- City Council Rules of Procedure
- Planning Commission Rules of Procedure
- Board of Appeals Rules of Procedure
- Historic District Committee Guidelines
- DDA Rules and Procedures
- Development Standards and Design Guidelines
- Historic Facade Design Guidelines
- Recruitment Letter for Open Boards/Commissions Seats
- Application for Open Boards/Commissions Seat
- Community Development Code of Ordinances Chapter 9
- Policy of Sale, Lease or Option of City Owned Land
- Citizen Committee Participation
- List of Priority Redevelopment Sites
- Marketing Efforts and Economic Development Strategy
- Community Marketing Strategy
- Internal Guidelines and Procedures
- Sign Ordinance

3. Identify issues with any program qualifications, eligibility, admission requirements or licensing standards that an individual must meet that might negatively affect individuals with disabilities.
  - a. Qualified disabled individuals are provided the opportunity to participate in, or benefit from, the aid, benefit, or service the City provides: accessibility is provided to spectator seating at baseball fields, at city recreation areas, at governmental meetings, and Escanaba Senior Citizen Center.
  - b. The City provides opportunities for participation to or benefits to the disabled; equal opportunities are afforded the population at large.
  - c. The City provides reasonable accommodations to a qualified individual with a disability.
  - d. The City exercises due diligence to avoid assisting or contracting with any persons or entities that are known to discriminate based on disability.
  - e. The City allows qualified disabled individuals a full opportunity to participate in all local policy planning or advisory boards. The City provides reasonable accommodations in the scheduling of time and/or location of meetings and use of auxiliary aids.
  
4. In the area of employment, the City is an *Equal Opportunity Employer* and as such has policies, practices, or procedures followed to ensure non-discrimination based on

disability in:

- a. Public advertising of vacant positions and other job opportunities;
- b. Processing and review of applications;
- c. Testing and minimum requirements as a condition of employment;
- d. Interviewing, including responding to requests for accommodation and use of nondiscriminatory questions;
- e. Promotion/demotion, layoff/reinstatement, or transfer, including changes in compensation resulting from these actions;
- f. Job assignments/classifications and nondiscriminatory treatment by supervisory personnel;
- g. Access to benefits, including policies on use of vacation and sick leave, unpaid leave of absence, and compensatory time. Also include opportunities for training, attendance at conferences, or other supported activities, including recreational or social programs, health and insurance benefits, etc.; and
- h. Process for considering a request for a reasonable accommodation on the job, including method of determining whether an individual with a disability is capable of performing the essential functions of a particular job with or without a reasonable accommodation.

5. To insure that communication with disabled applicants, participants, and members of the public are as effective as communications with non-disabled individuals:

a. If any written materials are produced on a program or service, indicate whether the following alternative formats are provided:

- |                    |   |  |
|--------------------|---|--|
| Audio tape         | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No  |
| Braille            | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No   |
| Reader             | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No  |
| Aide               | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No  |
| Mailed to home     | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No  |
| Large print format | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No <input type="checkbox"/> if requested                                    |
| Interpreter        | <input type="checkbox"/> Yes            | <input type="checkbox"/> No <input checked="" type="checkbox"/> if requested and resources available |
| Other assistance   | <input type="checkbox"/> Yes            | <input type="checkbox"/> No <input checked="" type="checkbox"/> if requested and resources available |

There are large print books and audio tape books at the library. Upon request, the city would if resources are available provide alternative formats as described above to explain and communicate programs and services to city residents and to the public.

- b. How would a disabled person learn about these auxiliary aids and services, and how could they request such assistance from you? **Placement of notices at City offices and other city owned facilities. Individual would contact city staff at city hall or library for assistance.**
- c. How will you ensure that meetings, hearings, and conferences are

accessible for individuals with communication disabilities? **With seven days' notice, the City will provide reasonable accommodations to an individual. Public meeting notices indicate such accommodations are available.**

- d. Do you currently offer TDD (telecommunication device for the disabled) access within your communications system? **The City does offer TDD communication services.**
- e. Are 911 or E-911 emergency service offered within your jurisdiction? If so, is there a TDD connected to your system? **Delta County Central Dispatch is capable of receiving TDD communications.**
- f. Do you have a toll-free phone number to access services and programs? If so, is it usable by persons with hearing impairments? **The City does not have a toll-free number to access services and programs.**
- g. Do you have any public telephones located within your facilities? If so, is at least one phone hearing aid compatible? **Public phones at the City Hall/City Library complex is equipped with a volume control switch. City staff will assist hearing-impaired individuals with assistance in making or receiving phone calls.**

Considering the relatively small scale of City of Escanaba, and the limited financial resources available, it is necessary to limit aid to the most basic and cost-effective services. Staff, boards and officials of the City of Escanaba will be provided training in the requirements for providing meaningful access of services, and benefits to all individuals.

**Part II**

- 1. Do you have a policy regarding non-discrimination on the basis of disability that is in compliance with CDBG requirements?  Yes  No

If you answered No to this question, you must adopt one before completing this form. If you answered Yes to this question, have you published a notice regarding this policy? (Please include the publication date.)

- 2. Is a copy included in the appropriate project files with your self- evaluation and other related documentation?  Yes  No

3. Does your Notice of Nondiscrimination include the following:

- a. Contact information for your 504/ADA coordinator  Yes  No
- b. How to request auxiliary aids or other services  Yes  No

- c. That alternative formats are available  Yes  No
- d. That a complaint grievance procedure has been adopted  Yes  No
  
- 4. Do you have a grievance procedure?  Yes  No

If you answered No, then you must adopt one for successful completion of this project.

If you answered Yes, does it include the following?

- a. A statement allowing an individual to submit a grievance in alternative formats  Yes  No
- b. A time limit for filing a grievance procedure  Yes  No
  
- c. Information on how to also file a complaint through appropriate State or Federal agencies  Yes  No

**Part III Certification**

I have reviewed the above self-evaluation and believe it to be accurate.



---

James V. O'Toole  
City Manager  
City of Escanaba

---

Date

**City of Escanaba**  
**Policy of Non-Discrimination on Basis of Handicap**

The City of Escanaba does not discriminate on the basis of disability in its hiring or employment practices. The City of Escanaba will not ask a job applicant about the existence, nature, or severity of a disability. Applicants may be asked about their ability to perform specific job functions. Medical examinations or inquiries may be made, but only after a conditional offer of employment is made and only if required of all applicants for the position. The City of Escanaba will make reasonable accommodations for the known physical or mental limitations of a qualified applicant or employee with a disability upon request unless the accommodation would cause an undue hardship on the operation of the City of Escanaba's business. To the extent its selection criteria for employment decisions have the effect of disqualifying an individual because of disability; those criteria will be job-related and consistent with business necessity. Employees' medical information is maintained separately from personnel files and protected by confidentiality.

The City of Escanaba will provide appropriate auxiliary aids and services, including qualified sign language interpreters, assistive listening devices, and alternate formats, whenever necessary to ensure effective communication with members of the public who have hearing, sight, or speech impairments, unless to do so would result in a fundamental alteration of its programs or an undue administrative or financial burden on the City.

A person who requires an accommodation or an auxiliary aid or service should contact the City Manager at least seven days prior to the scheduled event. Complaints that a City of Escanaba program, service, or activity is not accessible to persons with disabilities should be directed to James V. O'Toole, City Manager. Complaints of disability-based discrimination against applicants for City of Escanaba employment or City of Escanaba employees should be directed to City Manager O'Toole.

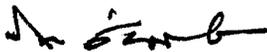
The City of Escanaba will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy, such as retrieving items from locations that are open to the public but are not accessible to persons who use wheelchairs.

**Contact Information:**

**City of Escanaba**  
**410 Ludington Street**  
**Escanaba, MI 49829**

**Phone: 906.786.9402**  
**Fax: 906.786.4755**

**City Manager: James V. O'Toole**  
**Human Resources Director: Robert Valentine**



---

James V. O'Toole  
City Manager



---

Date

**City of Escanaba**  
**Grievance Procedure under Section 504 of the Rehabilitation Act of 1973**

This Grievance Procedure is established to meet the requirements of Section 504. It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by the City of Escanaba. The City's Personnel Policy governs employment-related complaints of disability discrimination.

The complaint should be in writing and contain information about the alleged discrimination such as name, address, phone number of complainant and location, date, and description of the problem. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint, will be made available for persons with disabilities upon request.

The complaint should be submitted by the grievant and/or his/her designee as soon as possible but no later than 60 calendar days after the alleged violation to:

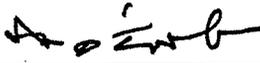
Robert Valentine  
Human Resource Department  
City Hall  
410 Ludington Street  
Escanaba, MI 49829  
(906) 786-9402 Phone  
(906) 786-4755 Fax  
Email: [Hr@Escanaba.Org](mailto:Hr@Escanaba.Org)

Within 15 calendar days after receipt of the complaint, Robert Valentine or his designee will meet with the complainant to discuss the complaint and the possible resolutions. Within 15 calendar days of the meeting, Robert Valentine or his designee will respond in writing, and where appropriate, in format accessible to the complainant, such as large print, Braille, or audio tape. The response will explain the position of the City of Escanaba and offer options for substantive resolution of the complaint.

If the response Robert Valentine or his designee does not satisfactorily resolve the issue, the complainant and/or his/her designee may appeal the decision of within 15 calendar days after receipt of the response to the City Manager or his designee.

Within 15 calendar days after receipt of the appeal, the City Manager or his designee will meet with the complainant to discuss the complaint and possible resolutions. Within 15 calendar days after the meeting the City Manager or his designee will respond in writing, and, where appropriate, in a format accessible to the complainant, with a final resolution of the complaint.

All written complaints received by Robert Valentine or his designee, appeals to the City Manager or his designee, and responses from these two offices will be retained by the City of Escanaba for at least three years.

  
\_\_\_\_\_  
James V. O' Toole  
City Manager

4/28/15  
\_\_\_\_\_  
Date

# CITY OF ESCANABA FAIR HOUSING PLAN



## Efforts to Address Impediments to Fair Housing Choices

Fair housing choice means that all persons have the same access to housing choices regardless of race, color, national origin, religion, sex, disability, familial status or income level. An impediment to Fair Housing Choice is a barrier or an action that prevents a person from exercising that right. Some of those barriers may include a shortage of affordable housing, income variables, discrimination based on historical prejudices and a lack of knowledge/education about fair housing choices.

## Efforts to Affirmatively Further Fair Housing

Title 1 of the Housing and Community Development Act of 1974, as amended, requires that the City of Escanaba, as recipient of CDBG funding, affirmatively furthers fair housing. Generally this is through promoting and publicizing Fair Housing and Civil Rights laws. The City of Escanaba must develop a method of documenting efforts to promote and monitor fair housing activities. This Fair Housing Plan will provide activities the City will take to accomplish this requirement.

## Fair Housing Activities to Further Fair Housing

The City of Escanaba has identified the following activities, which will promote and further fair housing opportunities to residents of the City:

Fair Housing Activity	Status
Adoption of Fair Housing Statement	The City adopted Statement November 1, 2013
Display state and federal fair housing posters at city hall	Posters on display at city hall/library complex lobby
Develop and display informational materials to promote local awareness of fair housing laws and guidelines	City will include fair housing logo on official stationary. City officials will display fair housing pamphlets at city hall
Promote fair housing activities	The City Council will issue a Fair Housing Month proclamation in April
Assemble a comprehensive inventory of available land suitable for the development of assisted housing	The Escanaba city planning commission will discuss this effort at upcoming meetings.
Display of equal housing opportunity sign	A sign indicating the city supports Equal Housing Opportunity is displayed at city administrative offices.

## City of Escanaba Affirmatively Furthers Fair Housing

The City of Escanaba recognizes the importance of fair housing and certifies they will take appropriate steps to affirmatively further fair housing.

James V. O'Toole  
City Manager

February 20, 2015  
Date

**Actions to Affirmatively Further Fair Housing**

Grantee: City of Escanaba

Grant Number(s): MSC 214026-UN

Project Title: Urgent Need Infrastructure Grant

Grant Period: 11/1/2013 through 12/31/2015

**Proposed Actions In Approved Fair Housing Plan:**

- Display state and federal fair housing posters at city hall
- Develop and display informational materials to promote local awareness of fair housing laws and guidelines
- Promote fair housing activities
- Assemble a comprehensive inventory of available land suitable for the development of assisted housing
- Display of equal housing opportunity sign

**Actions Taken:**

- Display of equal housing opportunity sign
- Display of state and federal fair housing posters at city hall

**Results:**

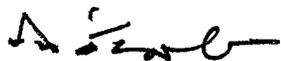
The Public has become more aware of federal air housing requirements

**Reason for any change from proposed actions:**

No change from proposed actions

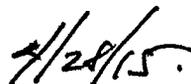
**Funding Amount and Source (Total \$ value of time, materials, etc.):**

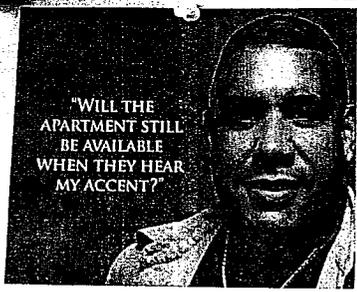
\$50.00



James V. O'Toole, city manager

Date





**"WILL THE APARTMENT STILL BE AVAILABLE WHEN THEY HEAR MY ACCENT?"**

"I called five different numbers about apartments for rent. They all said they had been rented. I started to get suspicious so I had a white friend call. Suddenly these apartments were available."

If you believe you may be a victim of housing discrimination, contact HUD or your local Fair Housing Center.

Visit [www.hud.gov/fairhousing](http://www.hud.gov/fairhousing) or call the HUD Hotline 1-800-669-9777 (voice) 1-800-927-9275 (TTY)

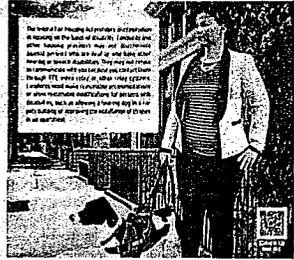
Your Choice. Your Right. Your Home.



A national campaign through HUD to educate the public on housing discrimination. For more information, visit [www.fairhousing.org](http://www.fairhousing.org) or call 1-800-669-9777.



**THE FAIR HOUSING ACT PROHIBITS DISCRIMINATION AGAINST THOSE WHO ARE DEAF OR HARD OF HEARING**



The intent of the Fair Housing Act prohibits discrimination on the basis of disability. Landlords and other housing providers may not discriminate against persons with disabilities and may not refuse to make reasonable accommodations. They may not refuse to make reasonable accommodations for persons with disabilities, such as allowing a hearing dog to live with the tenant. If you believe you have experienced discrimination, contact HUD or your local Fair Housing Center.

Fair Housing Is Your Right. Use It.

Visit [www.hud.gov/fairhousing](http://www.hud.gov/fairhousing) or call the HUD Hotline 1-800-669-9777 (voice) 1-800-927-9275 (TTY)



**NFHA**  
NATIONAL FAIR HOUSING ALLIANCE



They told me to "Try someplace else." So I did. I called HUD.



I found the perfect apartment for a rent and pet-friendly transportation. I asked for a reasonable accommodation for my service dog but the landlord told me "the pet - try someplace else". So I called HUD and found out it's illegal for a housing provider to prohibit service animals. I filed a complaint, and now my dog and I have a great place to live.

Fair Housing Is Your Right. Use It.

Landlords must make reasonable or common sense accommodations for persons with disabilities, but they are allowed to charge a deposit or require an accessible parking space. Report housing discrimination to HUD or your local Fair Housing Center.

Visit [www.hud.gov/fairhousing](http://www.hud.gov/fairhousing) or call the HUD Hotline 1-800-669-9777 (voice) 1-800-927-9275 (TTY)



**NFHA**  
NATIONAL FAIR HOUSING ALLIANCE



They told us to "Live someplace else."



We have rights. We called HUD.

We found a nice apartment and found it great until we found out it was for rent and a lot of money. But the landlord told us to live someplace else. We called HUD and found out it's illegal for a housing provider to prohibit service animals. I filed a complaint, and now my dog and I have a great place to live.

There are some common types of housing discrimination against families with children:

- Charging only one child per bedroom
- Charging a higher security deposit for families with kids
- Charging families with children for the full base of apartment rent
- Refusing to rent to families with children

Fair Housing Is Your Right. Use It.

Visit [www.hud.gov/fairhousing](http://www.hud.gov/fairhousing) or call the HUD Hotline 1-800-669-9777 (voice) 1-800-927-9275 (TTY)



**NFHA**  
NATIONAL FAIR HOUSING ALLIANCE



**I WAS DENIED HOUSING BECAUSE I HAVE AN ASSISTANCE ANIMAL. SO I CONTACTED HUD FOR HELP.**



When a landlord tries to deny the housing because of my assistance animal, I contacted HUD and learned about my fair housing rights. For instance, landlords must make reasonable accommodations for persons with disabilities, such as allowing an assistance or service animal to live with the tenant. If you believe you have experienced discrimination, contact HUD or your local Fair Housing Center.

Visit [hud.gov/fairhousing](http://hud.gov/fairhousing) or call the HUD Hotline 1-800-669-9777 (voice) 1-800-927-9275 (TTY)

Fair Housing Is Your Right. Use It!



**NFHA**  
NATIONAL FAIR HOUSING ALLIANCE



**IT'S NOT EASY TO TURN OFF THE LIGHTS**



**IF YOU CAN'T REACH THE SWITCH**

The Fair Housing Act ensures that most multifamily buildings built for first occupancy after 1991 have an accessible path to the entrance, mailboxes, elevators and common areas, as well as usable parking and storage. The Act also prohibits discrimination against those with disabilities, such as wheelchair users, in and around buildings.

Visit [hud.gov/fairhousing](http://hud.gov/fairhousing) or call the HUD Hotline 1-800-669-9777 (voice) 1-800-927-9275 (TTY)

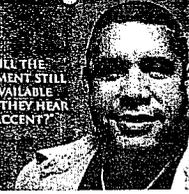
Fair Housing Is Your Right. Use It!



**NFHA**  
NATIONAL FAIR HOUSING ALLIANCE



**WILL THE APARTMENT STILL BE AVAILABLE WHEN THEY HEAR MY ACCENT?**



"I called five different numbers about apartments for rent. They all said they had lower rent. I started to get suspicious so I had a white friend call. Suddenly these apartments were available."

For more information on Fair Housing, visit [www.hud.gov/fairhousing](http://www.hud.gov/fairhousing) or call the HUD Helpline at 1-800-669-9777 (voice) 1-800-927-9275 (TTY).

*Your Choice. Your Right. Your Home.*

**NFHA**

**THE FAIR HOUSING ACT PROHIBITS DISCRIMINATION AGAINST THOSE WHO ARE DEAF OR HARD OF HEARING**



Fair Housing is Your Right. Use It.

Visit [www.hud.gov/fairhousing](http://www.hud.gov/fairhousing) or call the HUD Helpline at 1-800-669-9777 (voice) 1-800-927-9275 (TTY).

**NFHA**

They told me to "try something else."



So I did. I called HUD.

Fair Housing is Your Right. Use It.

Visit [www.hud.gov/fairhousing](http://www.hud.gov/fairhousing) or call the HUD Helpline at 1-800-669-9777 (voice) 1-800-927-9275 (TTY).

**NFHA**

They told me to "try something else."



Fair Housing is Your Right. Use It.

Visit [www.hud.gov/fairhousing](http://www.hud.gov/fairhousing) or call the HUD Helpline at 1-800-669-9777 (voice) 1-800-927-9275 (TTY).

**NFHA**

**I WAS DENIED HOUSING BECAUSE I HAVE AN ASSISTANCE ANIMAL. SO I CONTACTED HUD FOR HELP.**



Fair Housing is Your Right. Use It.

Visit [www.hud.gov/fairhousing](http://www.hud.gov/fairhousing) or call the HUD Helpline at 1-800-669-9777 (voice) 1-800-927-9275 (TTY).

**NFHA**

**IT'S NOT EASY TO TURN OFF THE LIGHTS**



**IF YOU CAN'T REACH THE SWITCH**

Fair Housing is Your Right. Use It.

Visit [www.hud.gov/fairhousing](http://www.hud.gov/fairhousing) or call the HUD Helpline at 1-800-669-9777 (voice) 1-800-927-9275 (TTY).

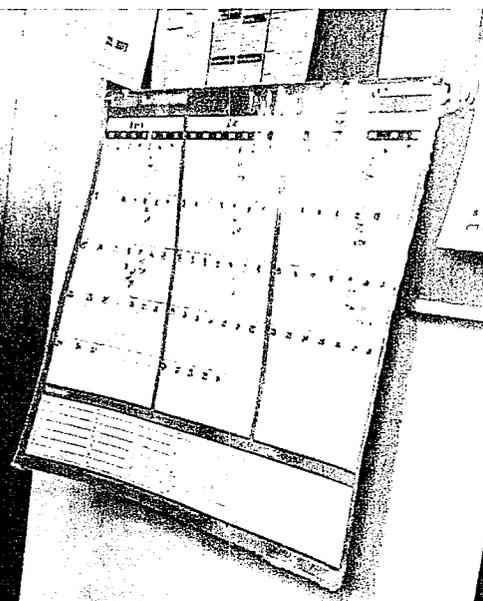
**NFHA**

COMMUNITY NEWS  
POSTINGS





EQUAL HOUSING  
OPPORTUNITY



**CITY OF ESCANABA**  
**FAIR HOUSING DISCRIMINATION COMPLAINT PROCESS**

Federal law prohibits housing discrimination based on race, color, national origin, religion, sex, family status, or disability. The City of Escanaba has established a Fair Housing Compliant Process.

If you have been trying to buy or rent a home or apartment and you believe your rights have been violated, you can file a fair housing complaint with the US Department of Housing and Urban Development (HUD).

There are several ways to file a complaint with the U.S. Department of Housing and Urban Development (HUD):

- File a complaint by using the online form at:  
[http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/fair\\_housing\\_equal\\_opp/online-complaint](http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/online-complaint)
- Call 800.669.9777 or 313.226.7900 or 312.353.7777 or 800.765.9372.
- For the hearing impaired TTY call: 1-800-927-9275
- Email your complaint to [fhea\\_webmanager@hud.gov](mailto:fhea_webmanager@hud.gov)
- Request a form from the City Clerk's office or obtain it from the HUD website [http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/fair\\_housing\\_equal\\_opp/online-complaint](http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/online-complaint) and mail the form directly to HUD at one of the address below:

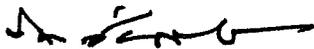
Office of Fair Housing and Equal Opportunity  
Department of Housing and Urban Development  
Room 5204  
451 Seventh St. SW  
Washington, DC 20410-2000

Michigan Residents can also send the form to:

Detroit FHEO Center  
16<sup>th</sup> Floor  
477 Michigan Avenue  
Detroit, MI 48226

To contact HUD office that serves Michigan (Region V), send the form to:

Chicago Regional Office  
HUD Midwest Office  
77 W. Jackson Boulevard, Suite 2101  
Chicago, IL 60604



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James V. O'Toole, City Manager  
City of Escanaba



# HUD Form 903 Online Complaint

**Note: The session timeout (the time you have to fill out and submit this form) has been set for 45 minutes. Please enter only the minimal information concerning your complaint. Additional details for your complaint will be collected by an investigator as needed in the future. If you have not submitted your complaint within the 45 minute time limit, your information will NOT be processed and you will have to re-enter your complaint. Enter your information.**

Your housing discrimination complaint will be reviewed by a fair housing specialist to determine if it alleges acts that might violate the Fair Housing Act. The specialist will contact you for any additional information needed to complete this review. If your complaint involves a possible violation of the Fair Housing Act, the specialist will assist you in filing an official housing discrimination complaint.

### Enter your personal information.

\*First Name:

\*Last Name:

Email:

\*Your Address:

\*City:

\*State:

\*Zip Code:

Daytime  
Phone No:

Evening  
Phone No:

Best Time  
to Call:

Who else can we call if we cannot reach you?

\*1. Contact's First Name:

\*Last Name:

Organization:

2. Contact's First Name:

Last Name:

Organization:

\*Daytime Phone No:

Evening Phone No:

Best Time to Call:

Daytime Phone No:

Evening Phone No:

Best Time to Call:

**Enter complaint information.**

**\*1. What happened to you? How were you discriminated against? For example: were you refused an opportunity to rent or buy housing? Denied a loan? Told that housing was not available when in fact it was? Treated differently from others seeking housing? State briefly what happened. (4000 character limit)**

**2. Why do you believe you are being discriminated against? It is a violation of the law to deny you your housing rights for any of the following factors: - race - color - religion - sex - national origin - familial status (families with children under 18) - disability.**

For example: were you denied housing because of your race? Were you denied a mortgage loan because of your religion? Or turned down for an apartment because you have children? Were you harassed because you assisted someone in obtaining their fair housing rights? Briefly explain why you think your housing rights were denied because of any the factors listed above. (4000 character limit)

3. **Who** do you believe discriminated against you? Was it a landlord, owner, bank, real estate agent, broker, company, or organization?

First Name:

Last Name:

4. **Where** did the alleged act of discrimination occur? Provide the address. For example:

Was it at a rental unit? Single family home? Public or Assisted Housing? A Mobile Home? did it occur at a bank or other lending institution?

Organization:

Address:

Address:

City:

\*5. **When** did the last act of discrimination occur? Enter the date:

\*State:

Zip:

mm-dd-yyyy:



Is the alleged discrimination continuous or on going?

Yes  No

**Submit Complaint**

**Reset Form**

**Exit Complaint Form**

Your housing discrimination complaint will be reviewed by a fair housing specialist to determine if it alleges acts that might violate

the Fair Housing Act. The specialist will contact you for any additional information needed to complete this review. If your complaint involves a possible violation of the Fair Housing Act, the specialist will assist you in filing an official housing discrimination complaint.

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U.S. Department of Housing and Urban Development 451 7th Street S.W., Washington, DC 20410  
Telephone: (800) 669-9777 TTY: (800) 927-9275. [HUD](#)

## CITY OF ESCANABA FAIR HOUSING STATEMENT

The City of Escanaba is committed to fair housing. As part of that commitment, the City of Escanaba will request that both minorities and women apply for assistance through the Rehabilitation Program, be it for dwelling living or construction contracting. The City of Escanaba will periodically have notices placed in the local newspaper requesting that minority and female owned businesses be placed on the City's contractor bidder list.

In an effort to meet our fair housing goals, the City has appointed Blaine Degrave as the "Fair Housing Contact Person". Within the notices that the City placed in the local newspapers, residents who have complaints regarding fair housing issues will be encouraged to submit their complaints to the City's Fair Housing Contact Person. The complaints received will be recorded on a Civil Rights Log which is maintained by the City. If the complaints are in violation of any local Ordinances, appropriate action by the City will be taken; otherwise residents will be encouraged to contact the Michigan Department of Civil Rights. All complaints will be forwarded to MSHDA's Office of Community Development. All fair housing/civil rights actions taken by the City will be recorded in the Log. Local fair housing issues that are identified in the local newspaper will be recorded in the Log.

Should a discrimination complaint from a contractor, applicant, tenant or resident be received, the following procedure will be issued:

- The complaint is made in writing to the Fair Housing Contact Person. The Fair Housing Contact Person will review the complaint and attempt to resolve the problem. If the problem is not resolved, then;
- A written complaint filed with the City Manager, who will investigate the matter and attempt to resolve the issue. If the issue is not resolved to the satisfaction of the complainant, then;
- The contractor, applicant, tenant, or resident can initiate a complaint with the Equal Employment Opportunity Commission and/or the Michigan Civil Rights Commission.

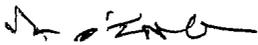
The City will maintain, at the Community Development and Planning Department, located on the second floor of the City Hall, brochures and other materials provided by MSHDA for distribution. Applicants and tenants for a Rehabilitation Program will receive a copy of the "Fair Housing It's Your Right" brochure during the application/approval process.

### GENERAL PUBLIC POLICY

It is hereby declared to be contrary to the public policy of the City of Escanaba for any person to be discriminated against in employment, housing or participation in publically funded programs because of race, religion, national origin, color, sex, marital status, age or handicap.

The opportunity for employment without discrimination because of race, religion, national origin, color, sex, marital status, age or handicap is hereby recognized and declared to be a civil right. Further, it shall be contrary to public policy of the City of Escanaba for any employer to discriminate in hiring, promotion, tenure, terms or conditions of employment because of race, religion, national origin, color, sex, marital status, age or handicap. The opportunity to purchase, lease, sell, hold, use or convey housing without discrimination because of race, religion, national origin, color, sex, marital status, age or handicap is hereby recognized and declared to be a civil right. The opportunity to participate in federal, state and locally funded programs without discrimination if race, religion, national origin, color, sex, marital status, age or handicap is hereby recognized and declared to be a civil right.

The City of Escanaba will make people aware of the United States Fair Housing Laws, State of Michigan Fair Housing Laws, Fair Housing Resources and background of the Fair Housing Laws as shown in the attachments of this policy.



James V. O'Toole, City Manager  
410 Ludington Street, Escanaba, MI 49829  
(906) 786-9402  
[jotoole@escanaba.org](mailto:jotoole@escanaba.org)

Date

NOV. 1, 2013

Michigan Fair Housing Agencies:

American Arbitration Association  
[www.adr.org](http://www.adr.org)

Fair Housing Center of Metropolitan Detroit  
220 Bagley Street #1020  
Detroit, MI 48226-1426  
1-800-328-8071

Fair Housing Center of Southeastern Michigan  
P. O. Box 7825  
Ann Arbor, MI 48107  
734-994-3426  
517-263-1777  
<http://www.fhsoutheast.org/>

Fair Housing Center of Southwest Michigan  
410 E. Michigan Avenue  
Kalamazoo, MI 49007  
1-866-637-0733  
<http://www.fhcswm.org/>

Fair Housing Center of West Michigan  
20 Hall SE  
Grand Rapids, MI 49507  
616-451-2980  
<http://www.fhcwm.org/>

Michigan Commission for the Blind  
1-800-292-4200  
<http://www.michigan.gov/cis/0,1607,7-154-28077,28313---key,.00.html>  
Michigan Commission on Disability Concerns  
Victor Office Center, 1<sup>st</sup> Floor  
201 N. Washington Square, P. O. Box 30015  
Lansing, MI 48909  
1-800-729-2253  
<http://www.michigan.gov/cis/0,1607,7-154-28077,28545---.00.html>

Michigan Department of Human Services  
Toll Free Hotlines  
<http://www.michigan.gov/dhs/0,1607,7-124-8994-17514--.00.html>  
<http://www.michigan.gov/dhs/0,1607,7-124-5453---.00.html>

Lansing Community College  
Business/Community  
Business and Industry Resources  
517-483-1921  
<http://www.lcc.edu/ed/wiredinitiative/resources/>

Michigan Attorney General  
Consumer Protection Division  
Law Building, 6<sup>th</sup> Floor  
525 W. Ottawa, P. O. Box 30213  
Lansing, MI 48909  
<http://www.michigan.gov/ag>

Michigan Department of Civil Rights  
1200 Sixth Street  
Detroit, MI 48226  
UP: 1-800-537-6800  
[www.michigan.gov/mdcr](http://www.michigan.gov/mdcr)

U.S. Department of Housing and  
Urban Development  
1-800-669-9777  
<http://www.hud.gov/offices/enforce/contact.cfm>

Michigan Department of Energy, Labor and Economic Growth  
Barrier Free Design Division  
7150 Harris Drive, Box 30015  
Lansing, MI 48909  
517-322-1191  
<http://www.michigan.gov/cis/0,1607-7-154-10575,17551---,00.html>

Michigan Protection and Advocacy Service, Inc.  
1-800-288-5923  
<http://www.mpas.org/HomePage.asp>

Michigan Relay Center  
1-800-649-3777 or 711  
[http://www.michigan.gov/documents/mpsc/mpsc-ca\\_relaycenter\\_211846\\_7.pdf](http://www.michigan.gov/documents/mpsc/mpsc-ca_relaycenter_211846_7.pdf)

Social Security Administration  
1-800-722-1213  
<http://www.ssa.gov/>

U.S. Department of Justice – Civil Rights and Civil Liberties Complaints  
950 Pennsylvania Avenue NW, Room 4706  
Washington, DC 20530  
1-800-869-4499  
<http://www.ojp.usdoj.gov/ocr/crc/htm>  
[http://www.usdoj.gov/whatwedo/whatwedo\\_ucrcl.html](http://www.usdoj.gov/whatwedo/whatwedo_ucrcl.html)

U.S. Equal Employment Opportunity Commission  
1-800-669-4000  
<http://www.eeoc.gov/>

#### RESOURCES:

Fair Housing Act as Amended (Title VIII)  
<http://www.usdoj.gov/crt/housing/title8.htm>

Frequently asked questions about the Fair Housing Act  
<http://www.usdoj.gov/crt/housing/faq.htm>

HUD's Office of Fair Housing and Equal Opportunity  
<http://www.hud.gov/offices/fheo/aboutfheo/aboutfheo.cfm>

National Fair Housing Advocate  
[www.fairhousing.com](http://www.fairhousing.com)

People with Disabilities  
<http://www.hud.gov/offices/fheo/disabilities/sect504.cfm>

<http://www.hud.gov/offices/fheo/disabilities/index.cfm>

<http://www.usdoj.gov/crt/ada/adahom1.htm>

Accessibility Requirements for Buildings

<http://www.hud.gov/offices/feho/disabilities/accessibilityR.cfm>

MSHDA's Affirmative Fair Housing Marketing plan form, for MSHDA financed developments

[http://www.michigan.gov/documents/mshda\\_affirmative\\_fair\\_housing\\_plan\\_form\\_1\\_31501\\_7.DOC](http://www.michigan.gov/documents/mshda_affirmative_fair_housing_plan_form_1_31501_7.DOC)

**CITY OF ESCANABA**

**LIMITED ENGLISH PROFICIENCY PLAN**

**City Hall/Library Complex  
410 Ludington Street  
Escanaba, MI 49829**

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## I. Legal Basis and Purpose

This document serves as the plan for the City of Escanaba to provide to persons with limited English proficiency (LEP) services that are in compliance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq, and its implementing regulations, which state that no person shall be subjected to discrimination on the basis of race, color or national origin.

The LEP plan was developed to ensure meaningful access to grant programs and services for persons with limited English proficiency.

Who is a Limited English Proficient Person?

Persons who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English can be limited English proficient, or LEP. These individuals may be entitled to language assistance with respect to a particular type of service, benefit, or encounter.

## II. Needs Assessment

### The Four-Factor Analysis:

**Factor 1 – The number or proportion of LEP persons eligible to be served or likely to be encountered by the program or grantee.**

The Census Bureau has a range of four classifications of how well people speak English. The classifications are 'very well', 'not well', and 'not at all'. For our planning purposes, we are considering people that speak English 'less than very well' as Limited English Proficient persons. The City of Escanaba collected the demographic information below from the 2010 Census in preparation of this plan. The Census Bureau indicates that the size of language groups that identify themselves as speaking English "less than very well" in the City is 2.7% of the total population (as noted in the table below).



QT-P16

Language Spoken at Home: 2000

Census 2000 Summary File 3 (SF 3) - Sample Data

Note: This is a modified view of the original table.

NOTE: Data based on a sample except in P3, P4, H3, and H4. For information on confidentiality protection, sampling error, nonsampling error, definitions, and count corrections see <http://factfinder.census.gov/home/en/datanotes/expsf3.htm>.

Language	Escanaba city, Michigan	
	Number	Percent
Population 5 years and over	12,411	100.0
Speak only English	12,073	97.3
Speak a language other than English	338	2.7
Speak a language other than English	338	2.7
Spanish or Spanish Creole	75	0.6
French (incl. Patois, Cajun)	76	0.6
Italian	33	0.3
German	38	0.3
Scandinavian languages	22	0.2
Greek	20	0.2
Serbo-Croatian	7	0.1
Other Indo-European languages	17	0.1
Japanese	6	0.0
Tagalog	4	0.0
Other Native North American languages	4	0.0
Other and unspecified languages	36	0.3

(X) Not applicable.

Language Code List (PDF 17KB)

Source: U.S. Census Bureau, Census 2000 Summary File 3, Matrix PCT10

**Factor 2 – The frequency with which LEP individuals come in contact with the program.**

Due to the small percentage of language groups other than English, the City of Escanaba has had very little contact with LEP persons in the course of business which to date there has been none. The City of Escanaba will continue to monitor this and will update the plan if necessary.

**Factor 3 – The nature and importance of the program.**

The more important the activity, information, service, or program, or the greater the possible consequences of the contact to the LEP individuals, the more likely language services are needed.

The City of Escanaba serves a small percentage of LEP persons (3.4% in the region) and has limited funds available for LEP services. Providing translation assistance to LEP persons would be funded entirely from existing City operating funds and would compete with other operational requirements for funding. Given the small number of LEP people within the region and the City's budget, it would be burdensome to produce written translations for the core of the City's documents.

It is appropriate, however, for the City to provide translation of vital documents to LEP individuals upon request, within reason. In addition, the City will provide interpretation services on a case-by-case basis.

**Factor 4 – The resources available and overall cost to the City of Escanaba.**

*The Federal LEP Guidance states "A recipient's level of resources and the costs imposed may have an impact on the nature of the steps it should take in providing meaningful access for LEP persons. Smaller recipients with more limited budgets are not expected to provide the same level of language services as larger recipients with larger budgets. In addition, "reasonable steps" may cease to be reasonable where the costs imposed substantially exceed the benefits."*

The City has a list of contact information for interpreters able to translate Spanish, Portuguese, Italian, French, and Brazilian. The City also has access to individuals fluent in sign language for deaf persons. This contact information is available in all departments.

Based on the small number of LEP individuals in the service area, and limited financial resources, it is necessary to limit language aid to the most basic and cost-effective services.

**III. Plan to Improve Language Assistance to LEP Individuals**

Translation/Interpretive Services:

1. Compile a list of City employees who are able and willing to assist LEP Individuals in person or on the telephone with routine inquiries and those who need assistance to complete a form.
2. Compile a database of translation/interpretation service providers that can be hired when needed.
3. Include a statement that language assistance for community outreach meetings is available within seven (7) days in advance of a meeting that an LEP individual will need interpretation services.

Evaluation of LEP Plan:

1. Log and evaluate calls and correspondence received from LEP individuals to determine if the City's LEP plan is adequate to maintain compliance with non-discrimination laws, and to determine if the plan needs to be modified to accommodate increasing contacts from people with LEP.
2. Review the LEP plan periodically to ensure that it effectively meets the needs of the LEP community.

IV. Action Taken by the City of Escanaba

If LEP services are requested, the City of Escanaba will make contact from the interpreter's list and provide such services to the best of their ability.

**INTERPRETERS**

**DEAF/SIGN LANGUAGE:**

Jacquelyn Richer	1-231-922-9834 Home 1-231-218-4128 Work	<a href="mailto:lricher@tbaisd.k12.mi.us">lricher@tbaisd.k12.mi.us</a>
Rebecca Horness	1-231-392-4344 Work	<a href="mailto:bhorness@gmail.com">bhorness@gmail.com</a>
Tina Taghon	1-231-326-2331 Home	<a href="mailto:Aleycia_Sage@yahoo.com">Aleycia_Sage@yahoo.com</a>
All Pro Sign Language	1-888-965-3334	<a href="mailto:aslbilling@sbcglobe.net">aslbilling@sbcglobe.net</a>

**SPANISH:**

Michigan Interpreter	1-616-499-9467	<a href="mailto:info@michiganinterpreters.com">info@michiganinterpreters.com</a>
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**ALL LANGUAGES:**

Professional Interpreting Services (PIE)	1-888-801-9393	<a href="mailto:Pieinc@tcds.net">Pieinc@tcds.net</a>
Purple Language Services. Co.	1-608-257-1346	
TSS – The Speech Source, Inc.	1-888-811-3497	<a href="mailto:info@thespeechsource.com">info@thespeechsource.com</a>
Western Bilingual	1-414-672-6088	<a href="mailto:info@westernbilingual.com">info@westernbilingual.com</a>

**TITLE VI**  
**NON-DISCRIMINATION PLAN**

**CITY OF ESCANABA**  
**410 LUDINGTON STREET**  
**ESCANABA, MI 49829**  
**(906) 786-9402**

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CITY OF ESCANABA

POLICY STATEMENT

The City of Escanaba is committed to ensuring that the fundamental principles of equal opportunity are upheld in all decisions involving our employees and contractors/consultants, and to ensuring that the residents of our City are afforded access to our programs and services.

To that end, no person shall be excluded from participation, be denied the benefits of, or be otherwise subjected to discrimination under any City of Escanaba program or activity on the grounds of race, color, national origin, income, sex, age, disability, or limited English proficiency. The City of Escanaba assures all its programs and activities will be free from discrimination, whether those programs and activities are federally funded or not.

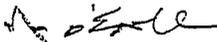
The City of Escanaba will include Title VI language in all written agreements and bid notices and will monitor compliance.

The City of Escanaba designates the City Manager as the Title VI Officer with the responsibility of ensuring that the City of Escanaba complies with the Title VI regulations.

The City Manager of the City of Escanaba will be responsible for initiating and monitoring Title VI activities, and all other responsibilities as required.

Inquiries concerning the City of Escanaba policies, investigations, complaints, compliance with applicable laws regulations, and concerns regarding compliance with Title VI may be directed to the City Manager, 410 Ludington Street, Escanaba, MI 49829 (906) 786-9402.

This policy statement will be circulated throughout the City of Escanaba and included by reference in all contract agreements, programs and services administered by the City of Escanaba.



---

James V. O'Toole, City Manager

3/25/12

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Date

## CITY OF ESCANABA TITLE VI ASSURANCE

The City of Escanaba (hereinafter referred to as the City) hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d-42 USC 2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs for the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of gender, race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the City received Federal financial assistance from the Department of Transportation, including the Federal Highway Administration, and hereby gives assurances that it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7 (a) (1) and (b) of the Regulations.

More specifically and without limiting the above general assurance, the City hereby gives the following specific assurance with respect to the Federal Aid Highway Program:

1. That the City agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23 (b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
2. That the City shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and, in adapted form, in all proposals for negotiated agreements:  
"The City of Escanaba in accordance with Title VI of the Civil Rights Act of 1964, 78 State. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of gender, disability, race, color or national origin in consideration for an award."
3. That the City shall insert the clauses of Appendix A of this assurance in every contract subject to the Act and the Regulations.
4. That where the City receives Federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and any facilities operated in connection therewith.
5. That where the City receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over or under such property.
6. That this assurance obligates the City for the period during the Federal financial assistance is extended to the program, except where the Federal financial assistance is to

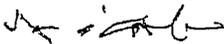
provide, or is in the form of, personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the City or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the City retains ownership or possession of the property.

7. The City shall provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-grantees, contractors, sub-contractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.
8. This assurance obligates the Recipient for the period during which federal financial assistance is extended to the program except where the federal financial assistance is to provide, or is in the form of personal property, or real property, or interest therein or structures or improvements thereon, in which case the assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.
9. The Recipient shall provide for such methods of administration for the program as are found to give reasonable guarantee that it, other recipients, sub-grantees, contractors, sub-contractors, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the Act, the regulations and this assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this Assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the City under the Federal Aid Highway Program and is binding on it, other recipients, sub-grantees, contractors, sub-contractors, transferees, successors in interest and other participants in the Federal Aid Highway Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the City.

Dated: 3/23/12

City of Escanaba



James V. O'Toole  
City Manager

## AUTHORITIES

**Title VI of the Civil Rights Act of 1964, 42 USC 2000d to 2000d-4; 42 USC 4601 to 4655; 23 USC 109(h);**

Title VI of the 1964 Civil Rights Act provides that no person in the United States shall, on the grounds of race, color, national origin (including Limited English Proficiency), or sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance (please refer to 23 CFR 200.9 and 49 CFR 21). Related statutes have broadened the grounds to include age, low income, and disability.

The Civil Rights Restoration Act of 1987 also broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include all programs or activities of Federal Aid recipients, sub-recipients, and contractors, whether such programs and activities are federally assisted or not (Public Law 100-259 [S. 557] March 22, 1988).

**Federal Aid Highway Act of 1973, 23 USC 324:** No person shall on the ground of sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance under this title or carried on under this title.

**Age Discrimination Act of 1975, 42 USC 6101:** No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

**Americans With Disabilities Act of 1990 PL 101-336:** No qualified individual with a disability shall, by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination by a department, agency, special purpose district or other instrumentality of a state or local government.

**Section 504 of the Rehabilitation Act of 1973:** No qualified handicapped person shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity that receives or benefits from federal financial assistance.

**USDOT Order 1050.2:** Standard Title VI Assurances.

**EO12250:** Department of Justice Leadership and coordination of Non-discrimination Laws.

**EO12898:** Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations; and

**28 CFR 50.3:** Guidelines for the enforcement of Title VI, Civil Rights Act of 1964.

**EO13166:** Improving Access to Services for Persons with Limited English Proficiency.

## DEFINITIONS

Adverse Effects – The totality of significant individual or cumulative human health or environmental effects including interrelated social and economic effects, which may include, but are not limited to: (See Appendix B for additional discussion of “significant”)

- Bodily impairment, infirmity, illness or death
- Air, noise and water pollution and soil contamination
- Destruction or disruption of man-made or natural resources
- Destruction or diminution of aesthetic values
- Destruction or disruption of community cohesion or community’s economic vitality
- Destruction or disruption of the availability of public and private facilities and services
- Adverse employment effects
- Displacement of person’s businesses, farms or non-profit organizations
- Increased traffic congestion, isolation, exclusion or separation of minority or low-income individuals within a given community or from the broader community
- Denial of, reduction in, or significant delay in the receipt of benefits of the City programs, policies and activities

Significant Adverse effects on Minority and Low-Income Populations – An adverse affect that:

- a. is predominantly borne by a minority population and/or a low-income population, or
- b. will be suffered by the minority population and/or low-income population and is shown to be appreciably more severe or greater in magnitude than the adverse effect that will be suffered by the non-minority population and/or non-low-income population.

Limited English Proficiency - Individuals with a primary or home language other than English who much, due to limited fluency in English, communicate in that primary or home language if the individuals are to have an equal opportunity to participate effectively in or benefit from any aid, service or benefit provided by the City.

Federal Assistance – Includes grants and loans of federal funds; the grant or donation of federal property and interests in property; the detail of federal personnel, federal property or any interest in such property without consideration or at a nominal consideration or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient; and any federal agreement, arrangement or other contract which has, as one of its purposes, the provision of assistance.

Low-Income – A person whose median household income is at or below the Department of Health and Human Service Property guidelines. <http://aspe.hhs.gov/poverty/>

Low-Income Population – Any readily identifiable group of low-income persons who live in geographic proximity and, if circumstances warrant, geographically dispersed/transient persons (such as migrant workers or Native Americans) who will be similarly affected by a proposed City program, policy or activity.

Minority – A person who is:

- a. Black – A person having origins in any of the black racial groups of Africa;
- b. Hispanic – A person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race;
- c. Asian American – A person having origins in any of the original people of the Far East, Southeast Asia, the Indian sub-continent, or the Pacific Islands; or
- d. American Indian and Alaskan Native – A person having origins in any of the original people of North American and who maintains cultural identification through tribal affiliation or community recognition.

Minority Population – Any readily identifiable groups of minority persons who live in geographic proximity and, if circumstances warrant, geographically dispersed/transient persons (such as migrant workers or Native Americans) who will be similarly affected by a proposed City program, policy or activity.

Non-Compliance – A recipient has failed to meet prescribed requirements and has shown an apparent lack of good faith effort in implementing all the requirements of Title VI and related statutes.

Persons – Where designation of persons by race, color or national origin is required, the following designation ordinarily may be used; “White not of Hispanic origin”, “Black not of Hispanic origin”, “Hispanic”, “Asian or Pacific Islander”, “American Indian or Alaskan Native”. Additional sub-categories based on national origin of primary language spoken may be used, where appropriate, on either a national or a regional basis.

Program – Includes any road or park project including planning or any activity for the provision of services financial aid or other benefits to individuals. This includes education or training, work opportunities, health welfare, rehabilitation, or other services, whether provided directly by the recipient of federal financial assistance or provided by others through contracts or other arrangements with the recipient.

Recipient - Any state, territory, possession, the District of Columbia, Puerto Rico, or any political subdivision, or instrumentality thereof, or any public or private agency, institution, or organization, or other entity, or any individual, in any state, territory, possession, the District of Columbia, or Puerto Rico, to whom Federal assistance is extended, either directly or through another recipient, for any program. Recipient includes any successor, assignee, or transferee thereof, but does not include any ultimate beneficiary under any such program.

Sub-Recipient – Any agency such as a council or governments, regional planning agency; education institution, for example, that received Federal Highway Administration (FHWA) funds through the State DOT and not directly from the FHWA. Other agencies, local governments, contractors, consultants that receive these funds are all considered sub-recipients.

## ADMINISTRATION – GENERAL

The City Manager shall have lead responsibility for coordinating the administration of the Title VI and related statutes program, plan and assurances.

**Complaints:** If any individual believes that he/she or any other program beneficiaries have been the object of unequal treatment or discrimination as to the receipt of benefits and/or service, or on the grounds of race, color, national origin (including Limited English Proficiency), sex, age or handicap, she/he may exercise his/her right to file a complaint with the City. Complaints may be filed with the City Manager. Every effort will be made to resolve complaints informally at the lowest level.

**Data Collection:** Statistical data on race, color, national origin, English language ability and sex of participants in, and beneficiaries of City programs; e.g., impacted citizens and affected communities will be gathered and maintained by the City. The gathering procedures will be reviewed annually to ensure sufficiency of the data in meeting the requirements of the Title VI program.

**City Reviews:** Special emphasis program reviewed will be conducted based on the annual summary of Title VI activities accomplishments and problems. The reviews will be conducted by the City to assure effectiveness in their compliance of Title VI provisions. The City Manager will coordinate efforts to ensure the equal participation in all their programs and activities at all levels. The City does not have any special emphasis programs at this time.

**Title VI Reviews on Sub-Recipients:** Title VI compliance reviews will be conducted annually by the City Manager. Priority for conducting reviews will be given to those recipients of federal (U.S. Department of Transportation) funds with the greatest potential of impact to those groups covered by the act. The reviews will entail examination of the recipients' adherence to all Title VI requirements. The status of each review will be reported in the annual update and reported to relevant U.S. Department of Transportation (USDOT) modes upon request.

**Annual Reporting Form:** An annual report will be required August 1<sup>st</sup> of each year. The City Manager will be responsible for coordination, compilation and submission of this information and provide the data to the Michigan Department of Transportation, Office of Civil Rights Program and Federal Highway Administration via the Sub-Recipient Annual Certification Form (MDOT form #0179) by September 1<sup>st</sup>.

**Title VI Plan Updates:** If updated, a copy of Title VI program will be submitted by October 1<sup>st</sup> to the Michigan Department of Transportation.

**Public Dissemination:** The City will disseminate Title VI Program information to City employees and to the general public. Title VI Program information will be submitted to sub-recipients, contractors and beneficiaries. Public dissemination will include inclusions of Title VI language in contracts and publishing the Title VI policy Statement on the City internet website, [www.escanaba.org](http://www.escanaba.org).

**Remedial Action:** The City, through the City Manager will actively pursue the prevention of Title VI deficiencies and violations and will take the necessary steps to ensure compliance with all program administrative requirements. When deficiencies are found, procedures will be promptly implemented to correct the deficiencies and to put in writing the corrective action(s). The period to determine corrective action(s) and put it/them in writing to effect compliance may not exceed 90 days from the date the deficiencies are found.

## LIMITED ENGLISH PROFICIENCY

The City of Escanaba provides to persons with Limited English Proficiency (LEP) services that are in compliance with Title VI of the Civil Rights Act of 1964, 42 USC 2000d, et seq, and its implementing regulations, which state that no person shall be subjected to discrimination on the basis of race, color or national origin.

With regards to encountering LEP persons, we have developed a plan. This plan is posted on the City's website at [www.escanaba.org](http://www.escanaba.org).

## ENVIRONMENTAL JUSTICE

Compliance with Title VI includes ensuring that no minority or low income population suffers "disproportionately high and adverse human health or environmental effect" due to any "programs, policies and activities" undertaken by any agency receiving federal funds. This obligation will be met by the City of Escanaba in the following ways:

When planning specific programs or projects, identifying those populations that will be affected by a given program or project.

If a disproportionate effect is anticipated, following mitigation procedures.

If mitigation options do not sufficiently eliminate the disproportionate effect, discussing and, if necessary, implementing reasonable alternatives.

Disproportionate effects are those effects which are appreciably more severe for one group or predominately borne by a single group. The City of Escanaba will use U.S. Census data to identify low income and minority populations.

Where a project impacts a small number or area of low income or minority populations, the City of Escanaba will document that:

Other reasonable alternatives were evaluated and were eliminated for reasons such as the alternatives impacted a far greater number of people or did greater harm to the environment, etc.

The project's impact is unavoidable.

The benefits of the project far out-weigh the overall impacts and mitigation measures are being taken to reduce the harm to low income or minority populations.

If it is concluded that no minority and/or low income population groups are present in the project area, the City of Escanaba will document how the conclusion was reached. If it is determined that one or more of these population groups are present in the area, the City of Escanaba will administer potential disproportionate effects test.

The following steps will be taken to assess the impact of project on minority and/or low income population groups:

**STEP ONE:** Determine if a minority of low income population is present within the project area. If a conclusion is that no minority and/or low income population is present within the project area, document how the conclusion was reached. If the conclusion is that there are minority and/or low income population groups present, proceed to Step Two.

**STEP TWO:** Determine whether project impacts associated with the identified low income and minority populations are disproportionately high and adverse. If it is determined that there are disproportionately high and adverse impacts to minority and low income populations, proceed to Step Three.

**STEP THREE:** Propose measures that will avoid, minimize and/or mitigate disproportionately high and disproportionate adverse impacts and provide offsetting benefits and opportunities to enhance communities, neighborhoods and individuals affected by proposed project.

**STEP FOUR:** If after mitigation, enhancements and off setting benefits to the affected populations, there remains a high and disproportionate adverse impact to minority or low income populations, then the following questions must be considered:

Question 1: Are there further mitigation measures that could be employed to avoid or reduce the adverse effect to the minority or low income population?

Question 2: Are there other additional alternatives to the proposed action that would avoid or reduce the impacts to the low income or minority populations?

Question 3: Considering the overall public interest, is there a substantial need for the project?

Question 4: Will the alternatives that would satisfy the need for the project and have less impact on protected populations (a) have other social economic or environmental impacts that are more severe than those of the proposed action (b) have increased costs of extraordinary magnitude?

**STEP FIVE:** Include all findings, determinations or demonstrations in the environmental document prepared for the project.

## **FILING A COMPLAINT**

### **I. Introduction**

The Title VI complaint procedures are intended to provide aggrieved persons an avenue to raise complaints of discrimination regarding the City programs, activities and services as required by statute.

## II. Purpose

The purpose of the discrimination complaint procedures is to describe the process used by the City for processing complaints of discrimination under Title VI of the Civil Rights Act of 1964 and related statutes.

## III. Roles and Responsibilities

The City Manager has overall responsibility for the discrimination complaint process and procedures. The City Manager may, at his/her discretion assign a capable person to investigate the complaint.

The designated investigator will conduct an impartial and objective investigation, collect factual information and prepare a fact-finding report based upon information obtained from the investigation.

## IV. Filing a Complaint

The complainant shall make him/herself reasonably available to the designated investigator, to ensure completion of the investigation within the timeframes set forth.

Applicability: The complaint procedures apply to the beneficiaries of City programs, activities and services, including but not limited to: the public, contractors, sub-contractors, consultants, and other sub-recipients of federal and state funds.

Eligibility: Any person who believes that he/she has been excluded from participation in, denied benefits or services of any program or activity administered by the City or its sub-recipients, consultants and contractors on the basis of race, color, national origin (including Limited English Proficiency), sex, age or disability may bring forth a complaint of discrimination under Title VI.

Time Limitation on Filing Complaints: Title VI complaints may be filed with the City of Escanaba's City Manager.

In all situations, the City of Escanaba employees must contact the City Manager immediately upon receipt of Title VI related statutes complaints.

Complaints must be filed within 180 days of the alleged discrimination. If you could not reasonably be expected to know that the act was discriminatory within the 180 day period, you have 60 days after you became aware to file your complaint.

Complaints must be in writing, and must be signed by the complainant and/or the complainant's representative. The complaint must set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In cases where the complainant is unable or incapable of providing a written statement, the complainant will

be assisted in converting the verbal complaint into a written complaint. All complaints, however, must be signed by the complainant and/or by the complainant's representative.

Items that should not be considered a formal complaint: (unless the items contain a signed cover letter specifically alleging a violation of Title VI) include but are not limited to:

1. An anonymous complaint that is too vague to obtain required information
2. Inquiries seeking advice or information
3. Courtesy copies of court pleadings
4. Newspaper articles
5. Courtesy copies of internal grievances

## V. Investigation

Investigation Plan: The investigator shall prepare a written plan, which includes, but is not limited to the following:

- Names of the complainant(s) and respondent(s)
- Basis for complaint
- Issues, events or circumstances that caused the person to believe that he/she has been discriminated against
- Information needed to address the issue
- Criteria, sources necessary to obtain the information
- Identification of key people
- Estimated investigation time line
- Remedy sought by the complainant(s)

### Conducting the Investigation:

- The investigation will address only those issues relevant to the allegations in the complaint.
- Confidentiality will be maintained as much as possible.
- Interviews will be conducted to obtain facts and evidence regarding the allegations in the complaint. The investigator will ask questions to elicit information about aspects of the case.
- A chronological contact sheet is maintained in the case file throughout the investigation.
- If a Title VI complaint is received on a MDOT related contract against the Road Commission, MDOT will be responsible for conducting the investigation of the complaint. Upon receipt of a Title VI complaint filed against the Road Commission, the complaint and any pertinent information should immediately be forwarded to the MDOT Office of Civil Rights Programs.

### Investigation Reporting Process:

- Within 40 days of receiving the complaint, the investigator prepares an investigative report and submits the report and supporting documentation to the office of the City Manager for review.

- The City Manager reviews the file and investigative report. Subsequent to the review, the City Manager makes a determination of "probable cause" or "no probable cause" and prepares the decision letter.

#### **Reporting Requirements to an External Agency**

A copy of the complaint, together with a copy of the investigation report and final decision letter will be forwarded to the Michigan Department of Transportation Office, Office of Civil Rights Program within 60 days of the date the complaint was received.

#### **Records**

All records and investigative working files are maintained in a confidential area. Records are kept for three years.

APPENDIX A. [To be inserted in all Federal-aid contracts]

During the performance of this contract, the contractor, for itself, its assignees and successors, in interest (hereinafter referred to as the "contractor") agrees, as follows:

1. **Compliance with Regulations:** The contractor shall comply with Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

Further, on any federal assisted contract, the Contractor and sub-contractor agree to comply with the Equal Employment Opportunity provisions cited in CFR 23, Subpart D – Construction Contract Equal Employment Opportunity Compliance Procedures, CFR 49 – Non-Discrimination in Federally-assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, E.E. 11246, Title VII of the Civil Rights Act of 1964, Michigan's Persons With Disabilities Act of 1976, and the Michigan Elliot-Larsen Civil Rights Act of 1976.

2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials in the discrimination prohibited by Section 21.5 of the Regulation, including employment practices when the contractor covers a program set for in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issues pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department of the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
- a. Withholding payments to the contractor under the contract until the contractor complies and/or
  - b. Cancellation, termination or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include provisions of paragraphs (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## APPENDIX B. TRANSFER OF PROPERTY

The following clauses shall be included in any and all deeds effecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

### (GRANTING CLAUSE)

NOW THEREFORE, the Department of Transportation, as authorized by law, and upon the condition that the State of Michigan, will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of the Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4) does hereby remise, release, quitclaim and convey unto the State of Michigan all the right, title and interest of the Department of Transportation in and to said lands described Exhibit "A" attached hereto and made a part hereof.

### (HABENDUM CLAUSE)\*

TO HAVE AND TO HOLD said lands and interests therein unto the State of Michigan, and its successors forever, subject, however, the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the State of Michigan, its successors and assigns.

The State of Michigan, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part, on, over, or under such lands hereby conveyed (,) (and)\*(2) that the State of Michigan shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (,) and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department shall have a right to re-enter said lands and facilities on said land, and

the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this deed.

\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the State of Michigan pursuant to the provisions of the Civil Rights Act of 1964.

The (grantee, licensee, lessee, permittee, etc., as appropriated) for himself, his heirs, personal representatives, successors in interests, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.,) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

(Include in licenses, lease, permits, etc.)

That in the event of breach of any of the above nondiscrimination covenants, the State of Michigan, shall have the right to re-enter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the State of Michigan and its assigns.

\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

## APPENDIX C. PERMITS, LEASES AND LICENSES

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the Michigan Department of Transportation, pursuant to the provisions of Assurance 7(a).

The grantee, licensee, lessee, permittee, etc., (as appropriate) for himself, his heirs, personal representative, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases, add, "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall remain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)\* \_\_\_\_\_

That in the event of breach of any of the above nondiscrimination covenants, the Michigan Department of Transportation shall have the right to terminate the license, lease, permit, etc., and to re-enter and repossess said land and the facilities thereon, and hold the same as if said license, lease, permit, etc., had never been made or issued.

(Include in deeds)\*

That in the event of breach of any of the above nondiscrimination covenants, the Michigan Department of Transportation shall have the right to re-enter lands and facilities hereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the State of Michigan Department of Transportation and its assigns.

\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of the Title VI of the Civil Rights Act of 1964 and the Civil Rights Act of 1987.

APPENDIX D. TITLE VI COMPLAINT FORM

CITY OF ESCANABA  
TITLE VI NON-DISCRIMINATION COMPLAINT FORM

This form may be used to file a complaint with the City of Escanaba based on violations of Title VI of the Civil Rights Act of 1964. You are not required to use this form; a letter that provides the same information may be submitted to file your complaint.

Complaints should be filed within 180 days of the alleged discrimination. If you could not reasonably be expected to know the act was discriminatory within 180 day period, you have 60 days after you became aware to file your complaint.

If you need assistance completing this form due to a physical impairment, please contact James V. O'Toole, City Manager at (906) 786-9402, or e-mail [jotoole@escanaba.org](mailto:jotoole@escanaba.org).

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

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ (home) \_\_\_\_\_ (work)

Individual(s) discriminated against, if different than above (use additional pages, if needed).

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

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ (home) \_\_\_\_\_ (work)

Please explain your relationship with the individual(s) indicated above: \_\_\_\_\_

Name of agency and department or program that discriminated:

Agency or department name: \_\_\_\_\_

Name of individual (if known): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Date(s) of alleged discrimination:  
Date discrimination began \_\_\_\_\_ Last or most recent date \_\_\_\_\_

**ALLEGED DISCRIMINATION:**

If your complaint is in regard to discrimination in the delivery of services or discrimination that involved the treatment of you by others by the agency or department indicated above, please indicate below the basis on which you believe these discriminatory actions were taken.

\_\_\_\_ Race    \_\_\_\_ Religion    \_\_\_\_ Color    \_\_\_\_ National Origin    \_\_\_\_ Sex  
\_\_\_\_ Age    \_\_\_\_ Disability

Explain: Please explain as clearly as possible what happened. Provide the name(s) of witness(es) and others involved in the alleged discrimination. (Attach additional sheets, if necessary, and provide a copy of written material pertaining to your case).

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

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

Return the complaint form to City of Escanaba, Attn: James V. O'Toole, City Hall/Library Complex, 410 Ludington Street, Escanaba, MI 49829. Phone (906) 786-9402. Fax (906) 786-4755 or via e-mail [hr@escanaba.org](mailto:hr@escanaba.org).

Note: *The City of Escanaba prohibits retaliation or intimidation against anyone because that individual has either taken action or participated in action to secure rights protected by policies of the City. Please inform the City Manager if you feel you were intimidated or experience perceived retaliation in relation to filing this complaint.*

**APPENDIX E. Program Compliance/Review Goals for Current Plan Year**

1. The City Title VI Plan will be communicated to each City Department Head who will review the Policy with appropriate departmental employees.
2. The City Title VI Plan will be published on the City of Escanaba's Website.
3. Appendix A will be included in all City contracts as outlined in the Title VI Plan.
4. The language in Number 2 of the City of Escanaba Title VI Assurance will be included in all solicitations for bids for work or material subject to the Regulations and in all proposals for negotiated agreements.
5. A procedure for responding to individuals with Limited English Proficiency will be implemented.
6. All City employees will be trained or made aware of the LEP procedure and the Title VI complaint procedure.
7. A review of City facilities will be conducted in reference to compliance with the American Disabilities Act.
8. The following data will be collected and reviewed by the City Manager and included, where appropriate, in the annual report submitted to MDOT.
  - a. **Boards and Commissions:** The number of vacancies; how vacancies are advertised and filled; the number of applicants; the representation of minorities will be evaluated.
  - b. **Public Meetings:** The number of open meetings. How meeting dates and times communicated to the general public and to individuals directly affected by the meeting.
  - c. **Construction Projects:** The number of construction projects, number of minority contractors bidding and the number selected; Verification that Title VI language was included in bids and contracts for each project.
  - d. **LEP Needs:** How many requests for language assistance were requested or required and the outcome of these requests.
  - e. **Complaints:** The number of Title VI complaints received; nature of the complaints; resolution of the complaints.
  - f. **Timeliness of Services:** Number of requests for services; Amount of time from request to when service was delivered; Number of requests denied.
  - g. **Right of Way/Imminent Domain:** Numbers of such actions and diversity of individual affected.
  - h. **Program Participants:** Racial Data of program participants where possible.

**CLOSE-OUT PUBLIC HEARING NOTICE**  
**CDBG URGENT NEED PROJECT**  
**CITY OF ESCANABA**

The City of Escanaba received a Community Development Block Grants expenses incurred by the City as the result of the severe winter weather conditions experienced by the City during the 2013-2014 winter months.

The Escanaba City Council will hold a Close-Out Public Hearing on activities associated with the completed Community Development Block Grant: MSC 214026-UN Urgent Need Infrastructure Project at the next city council meeting. The City received \$23,064 in federal funds and matched it with local funds.

The Close-Out Public Hearing will be held during the regular Escanaba City Council meeting scheduled for Thursday, May 7, 2015, at the Escanaba City Council Chambers, 410 Ludington Street, Escanaba, MI 49829 beginning at 7:00 p.m.

Persons wishing to comment on the grant are encouraged to attend the public hearing. Written comments may be submitted to James V. O'Toole, Escanaba City Manager, 410 Ludington Street PO Box 498, Escanaba, MI 49829.

Robert S. Richards  
City Clerk

*Published IN  
Daily Press*

NB #1  
CC 5-7-15

MEMORANDUM

April 30, 2015

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

FROM: Thomas Penegor, Recreation Director

SUBJECT: City Council Agenda of Thursday, May 7, 2015

**AWARD OF BID TO REPLACE CATHERINE BONIFAS CIVIC CENTER  
ROOF**

On April 20, 2015, City administration received two (2) bid proposals that were prepared and sent out by Bittner Engineering, who are providing the City with their professional services for the Civic Center roof project. After reviewing the two proposals, administration is recommending Bell Roofing Company from Marquette in the amount of \$154,990. This amount is over the Bonifas Fund amount of approximately \$110,000. Administration feels that the best value for the City is to do the entire project as per plans and specifications.



## BID FORM

Project Identification: Escanaba Civic Center Roof Replacement

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The bid is submitted to: City of Escanaba, 410 Ludington Street Escanaba, MI 49829

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1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation for Proposals and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for forty-five days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of OWNER's Notice of Award.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
  - a. BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged (list Addenda by Addendum number and date):
    - Addendum No. 1, dated April 1, 2015
    - Addendum No. 2, dated April 7, 2015
  - b. BIDDER has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Work.
  - c. BIDDER is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
  - d. BIDDER has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions of the General Conditions. BIDDER accepts the determination set forth of the extent of the "technical data" contained in such reports and drawings upon which BIDDER is entitled to rely as provided in the General Conditions. BIDDER acknowledges that such reports and drawings are not Contract Documents and may not be complete for BIDDER's purposes. BIDDER acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy of completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance and furnishing of

the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.

- e. BIDDER is aware of the general nature of Work to be performed by OWNER and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
  - f. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
  - g. BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
  - h. The Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
  - i. (Any other representation required by Laws and Regulations.)
4. BIDDER will complete the Work in accordance with the Contract Documents for the following price:

LUMP SUM BID PRICE One Hundred Fifty-Four Thousand Nine Hundred  
(use words)  
Ninety Dollars - - - - - (\$ 154,990.00 )  
(figures)

5. BIDDER agrees that the Work will be substantially completed and completed and ready for final payment in accordance with the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement,

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

6. The following documents are attached to and made a condition of this Bid:
- a. Required Bid Security in the form of a Cashier's Check or Bid Bond.
  - b. A tabulation of Subcontractors, Suppliers, and other persons and organizations required to be identified in this Bid.

- c. Required BIDDER's Qualification Statement with supporting data.
- d. (Add other documents as pertinent.)

7. Communications concerning this Bid shall be addressed to:

The address of BIDDER indicated below.

The following address:

1916 Enterprise Street

Marquette, MI 49855

8. Terms used in this Bid which are defined in the General Conditions or Instructions will have the meanings indicated in the General Conditions or Instructions.

SUBMITTED ON April 21, 2015, 2015.

State Contractor License No. N/A

If BIDDER is:

~~Individual~~

By \_\_\_\_\_ (SEAL)  
(Individual's Name)

doing business as \_\_\_\_\_

Business address: \_\_\_\_\_

\_\_\_\_\_

~~XXXXXXXXXX~~

By \_\_\_\_\_ (SEAL)  
(Firm Name)

\_\_\_\_\_  
(General Partner)

Business address: \_\_\_\_\_  
\_\_\_\_\_

A Corporation

By Bell Roofing Company \_\_\_\_\_ (SEAL)  
(Corporation Name)

Michigan  
(State of Incorporation)

By Cherie L. Grawien \_\_\_\_\_ (SEAL)  
(Name of Person Authorized to Sign)

President  
(Title)  
(Corporate Seal)

Attest Cherie L. Grawien \_\_\_\_\_

Business address: 1916 Enterprise Street

Marquette, MI 49855

Phone No.: 906 226-2224

~~Date of Qualification to Do Business as a Joint Venture~~

By \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
(Address)

By \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
(Address)

Phone Number and Address for receipt of official communications

\_\_\_\_\_

\_\_\_\_\_

(Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a part to the joint venture should be in the manner indicated above.)

# PROPOSAL

**BELL ROOFING COMPANY**

1916 Enterprise Street  
MARQUETTE, MI 49855

(906) 226-2224  
FAX (906) 226-8248

TO:

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

PHONE	DATE April 29, 2015
JOB NAME / LOCATION Escanaba Civic Center Roof Replacement Escanaba, MI	
JOB NUMBER	JOB PHONE

We hereby submit specifications and estimates for:

Entire Project - As per plans and specifications .....	\$154,990.00
To eliminate 1-1/2" polyisocyanurate insulation - DEDUCT: .....	\$ <u>14,752.00</u>
	\$ 140,238.00
Price for Low Roof Only - As per plans and specifications: .....	\$108,027.00
To eliminate one layer of 1-1/2" polyisocyanurate insulation on this roof area - DEDUCT: .....	\$ <u>11,052.00</u>
	\$ 96,975.00

We Propose hereby to furnish material and labor — complete in accordance with the above specifications, for the sum of:  
**As specified above.** dollars (\$ ----- )

Payment to be made as follows:  
**As per Specifications, or 30 days following invoice.**

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.

Authorized Signature Cherie L. Mauer

Note: This proposal may be withdrawn by us if not accepted within **10 days** days.

**Acceptance of Proposal** — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_  
Signature \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

**BELL ROOFING COMPANY**

1916 Enterprise Street  
Marquette, Michigan 49855  
Phone 906/226-2224 FAX 906/226-8248

**April 21, 2015**

**City of Escanaba  
Attn: Robert Richards,  
City Clerk  
410 Ludington Street  
Escanaba, MI 49829**

**RE: Escanaba Civic Center Roof Replacement  
Escanaba, MI**

Gentlemen,

**Bell Roofing Company has been installing Carlisle SynTec Inc. Roofing Systems for 35 years, installing our first Carlisle roofing system in 1980.**

**Attached is a letter from Carlisle stating that we are an approved applicator. Also attached are letters from Carlisle acknowledging that we have been selected for Carlisle's Perfection award in 2011, 2012, 2013, and 2014; and were selected to Carlisle's Perfection Council in 2013.**

**We have the following list of projects that are similar to this project:**

**Delta County Jail Re-Roof - Mr. Steve Carlson 906-241-6393  
Marquette County Courthouse - Mr. Aaron Karlstrom 906-225-8200  
Marquette County - Various Projects - Mr. Steve Schenden 906-346-3308 x 221  
Marquette Public Schools - Various Proj. - Mr. John Kurkowski 906-225-5773**

**We would have no subcontractors on this project.**

**Our major supplier is North Coast Commercial Roofing Systems (our Carlisle SynTec roofing supplier). 2480 Jefferson Avenue SE, Grand Rapids, MI 49548. Kevin Pollock can be reached at 1-888-565-7663.**

**Projected time to complete this project - 3 to 4 weeks, depending on weather conditions.**

**If there are any questions regarding our qualifications, or any other questions, please contact Tom Grawien, our Estimator, or Cherie Grawien, President and Office Manager.**

**Sincerely Submitted,**



**Cherie L. Grawien  
President**



April 20, 2015

BELL ROOFING COMPANY  
1916 ENTERPRISE  
MARQUETTE, MI 49855  
US

Project: Escanaba Civic Center Roof Replacement

To Whom It May Concern:

This letter is to confirm that BELL ROOFING COMPANY in MARQUETTE, MI is a Carlisle Authorized Applicator.

If you should have any further questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephen F. Schwarz". The signature is fluid and cursive.

Stephen F. Schwarz  
Director, National Sales

/ems

CARLISLE'S  
**PERFECTION**  
A W A R D

CARLISLE'S  
**PERFECTION**  
C O U N C I L

\* 2014 PERFECTION AWARD RECIPIENTS

A.W. THERRIEN COMPANY, INC.	MANCHESTER	NH	MEYER ROOFING, INC.	SPRINGFIELD	IL
• ACADEMY ROOFING, INC.	AURORA	CO	MID-MIAMI ROOFING, INC.	MONROE	OH
• ALLIANCE ROOFING CO., INC.	SAN JOSE	CA	• MISSOURI BUILDERS SERVICE	JEFFERSON CITY	MO
• ALPINE ROOFING CO., INC.	SPARKS	NV	• MOUNTAIN ROOFING, INC.	ROANOKE	VA
ANDERSON SHEET METAL WORKS, INC.	WINCHESTER	VA	NATIONS ROOF	WAUKESHA	WI
APPLE ROOFING CORPORATION	SYRACUSE	NY	NELSON ROOFING, INC.	HIBBING	MN
• ARROW ROOFING & SUPPLY COMPANY	WYOMING	MI	P. CIPOLLINI, INC.	DOVER	NJ
ATLAS-APEX ROOFING, INC.	ETOBICOKE	ON	• PAUL'S SHEET METAL, INC.	RICE LAKE	WI
* BELL ROOFING COMPANY	MARQUETTE	MI	• PERFORMANCE ROOFING SYSTEMS, INC.	RICHFIELD	WI
BIGHAM-TAYLOR ROOFING CO., INC.	HAYWARD	CA	PIONEER ROOFING, INC.	JOHNSON CREEK	WI
BLACK HAWK ROOF CO., INC.	CEDAR FALLS	IA	• PREFERRED, INC. - FORT WAYNE	FORT WAYNE	IN
BLAIR ROOFING INC.	HOLLIDAYSBURG	PA	• PYRAMID ROOFING COMPANY, INC.	SIKESTON	MO
• BUCKLEY ROOFING COMPANY, INC.	WICHITA	KS	• RAIN PROOF ROOFING	ANCHORAGE	AK
BUYASSE ROOFING OF ST. CLOUD INC.	WAITE PARK	MN	• RAVEN ROOFING (SASK) LTD.	REGINA	SK
C.M.S. ROOFING, INC.	FORT WAYNE	IN	ROH ROOFING CORP.	MARSHFIELD	MA
C.O. BECK & SONS, INC.	WATERVILLE	ME	RELIABLE ROOFING - COMMERCIAL, INC.	LEXINGTON	KY
CCS CONTRACTING, LTD	EDMONTON	AB	RICHARD L. SENSENIG COMPANY	EPHRATA	PA
CLARK'S QUALITY ROOFING, INC.	MURRAY	UT	ROOF TOPPERS	VANCOUVER	WA
• COLLIER ROOFING COMPANY, INC.	NASHVILLE	TN	RUFIS DUNRIGHT, INC.	SCHENECTADY	NY
COLUMBIA ROOFING & SHEET METAL	TUALATIN	OR	S.D. CARRUTHERS SONS, INC.	ARGYLE	NY
COMMERCIAL ROOFERS, INC.	LAS VEGAS	NV	• SAHLEM'S ROOFING & SIDING	WEST SENECA	NY
COMMERCIAL ROOFING SYSTEMS, INC.	VINTON	TX	SCHAUS ROOFING AND MECHANICAL	MANITOWOC	WI
DEWALD ROOFING COMPANY, INC.	CENTRAL SQUARE	NY	SCHWICKERT'S TECTA AMERICA LLC	MANKATO	MN
DON LARGENT ROOFING	HARRISONBURG	VA	SCHWICKERT'S TECTA AMERICA, LLC	STEWARTVILLE	MN
EAGLE ROOFING COMPANY	BEND	OR	SKYLINE CONTRACTING & ROOFING CORP.	TAUNTON	MA
FLYNN CANADA LTD.- MISSISSAUGA	MISSISSAUGA	ON	SLATILE ROOFING & SHEET METAL COMPANY	SOUTH BEND	IN
G & E ROOFING COMPANY, INC.	AUGUSTA	ME	• SNYDER ROOFING OF OREGON, LLC	TIGARD	OR
GAGE ROOFING & CONSTRUCTORS, INC.	S. HOUSTON	TX	• SRS ROOFING & SHEET METAL, INC.	WATERFORD	WI
H.K. GRIFFITH, INC.	NEWARK	DE	STATEWIDE ROOFING, INC	SAN JOSE	CA
HAMLIN ROOFING COMPANY, INC.	GARNER	NC	SUTTER ROOFING COMPANY OF FLORIDA, INC.	SARASOTA	FL
• HAUSMAN METAL WORKS & ROOFING, INC.	SAINT JOSEPH	MO	TEAM ROOFING, INC.	WINSTON-SALEM	NC
HERITAGE ROOFING, L.L.C.	RIVERTON	UT	TECTA AMERICA ILLINOIS ROOFING, LLC	NORTH AURORA	IL
HOMAN ROOFING LTD.	LANGLEY	BC	TECTA AMERICA NEW ENGLAND LLC	HANOVER	MA
HYTECH ROOFING, INC.	LYNDEN	WA	• THE JAMAR COMPANY	DULUTH	MN
ICON CORPORATION	SPOKANE	WA	THIEL BROTHERS ROOFING, INC.	SIDNEY	MT
INDUSTRIAL ROOFING CORPORATION	LEWISTON	ME	• TOITURES THERMOTECH, INC.	CHARETTE	QC
• INTERIOR ALASKA ROOFING, INC.	FAIRBANKS	AK	TRU TECH ROOFING	MODESTO	CA
• J.J. ROOFING	RIVERSIDE	CA	TWIN CITY ROOFING, INC.	MANDAN	ND
J.L. ADLER ROOFING & SHEET METAL, INC.	JOLIET	IL	U. S. ROOFING INC.	PEABODY	MA
J.W. LINDSAY ROOF SYSTEMS LTD.	DARTMOUTH	NS	UPSON COMPANY	CALDWELL	ID
KITSON BROTHERS, INC.	HATFIELD	PA	VICWEST STEEL INC. (SASKATOON)	SASKATOON	SK
LANGER ROOFING & SHEET METAL	MILWAUKEE	WI	W.J. WOODRUFF ROOFING CONTR., INC.	FOND DU LAC	WI
• LEE'S ROOFING LLC	FARGO	ND	WARREN ROOFING & INSULATING COMPANY	WALTON HILLS	OH
LEHMAN ROOFING	EVANSVILLE	IN	WEATHERMASTER ROOFING COMPANY, INC.	BINGHAMTON	NY
LES TOITURES C.B.C. INC.	LACHENAIE	QC	WESTERN ROOFING COMPANY	NORFOLK	NE
LES TOITURES COUTURE & ASSOCIES	ST. HUBERT	QC	• WILLIAM MOLNAR ROOFING CO.	RIVERVIEW	MI
LLOYD ROOFING COMPANY, INC.	GREENWOOD	SC	WM. KRAMER & SON, INC.	CLEVES	OH
MAHANEY ROOFING COMPANY, INC.	WICHITA	KS	WYMAN ROOFING & SHEET METAL, INC.	PEORIA HEIGHTS	IL
• MAURER ROOFING, INC.	MARSHFIELD	WI	YOUNG ROOFING COMPANY	FLORENCE	MA
MERIT ROOFING SYSTEMS, INC.	RICHARDSON	TX	• ZIEMBA ROOFING COMPANY	HASTINGS	NE

• Selected to the Perfection Council



**CARLISLE SYNTEC**

April 9, 2014

Dear Valued Customer:

I am proud to acknowledge that Bell Roofing of Marquette, Michigan is a Certified Carlisle Applicator in good standing. Bell Roofing has installed millions of square feet of our products and maintains a nearly perfect "10" quality rating for their Carlisle warranted projects.

We at Carlisle strive to maintain a high standard of quality with all of our contractors, and our demanding project inspectors are well known for assuring that our clients receive the best. It is noteworthy that among our elite group of contractors, Bell Roofing has achieved the highest quality recognition that Carlisle bestows. In 2011, 2012 and 2013 Bell Roofing received our Perfection Award. The Perfection Award is given to the contractors who have maintained an incidence of warranty claims of less than 5%. Fewer than two hundred contractors throughout the United States and Canada have received this honor and Bell's incidence of claims is amazingly low at less than 2%.

In 2012 and 2013, Bell Roofing was welcomed to the Carlisle's Perfection Council, a group representing the top fifteen Perfection Award recipients. The Perfection Council works with a senior Carlisle management team to develop quality control programs that will continually improve our performance in the field.

Please contact me if you require more information or with any questions.

I thank you for your interest in Bell Roofing and for your support of Carlisle.

Sincerely,

Kevin Pollock  
Carlisle Building Owner Services Representative  
(616) 813-2674



Dear Mr. Tom Grawein,

Congratulations on being named to Carlisle's 2012 Perfection Council. You've earned this distinction on the basis of your excellent warranty incident performance over the past five years. Only fifteen contractors in the nation have been honored with this distinguished recognition.

Carlisle SynTec appreciates contractors who strive for perfection on each and every job. We believe our premium products deserve top-quality installation, and we depend on a team of first-rate contractors to exemplify this in the field. That's exactly what Bell Roofing Company has done. On behalf of Carlisle, please accept our sincere thanks for your commitment to our products and your dedication to top-quality applications.

Carlisle would like to show its gratitude by extending you an invitation to its second annual Perfection Council meeting in Charlotte, NC. You will receive VIP treatment at the Charlotte Motor Speedway with our All-Star NASCAR and Penske Racing Experience, where you'll enjoy a behind-the-scenes look at stock car auto racing. Along with providing an overview of Carlisle's latest innovations, the Perfection Council meeting will include several roundtable-style meetings. These are intended to give you an opportunity to lend your feedback and recommendations about Carlisle's products and services to our team.

Please return the attached travel form no later than April 5, 2013 so we'll know to expect you. We would also appreciate it if you would submit a list of topics that you would like to see addressed at the round table event, so that we can deliver maximum value to all attendees. We hope to see you in Charlotte for a productive meeting and a fun weekend with you and a small group of your elite peers. Once again, Carlisle thanks you for your commitment to perfection.

With warm regards,

A handwritten signature in black ink that reads "Nick Shears". The signature is written in a cursive, slightly slanted style.

Nick Shears  
Vice President, Sales and Marketing

**CARLISLE SYNTEC**

August 1, 2011

Cherie Grawien  
Bell Roofing Company  
1916 Enterprise  
Marquette, MI 49855

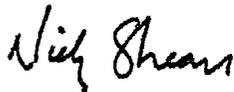
Dear Cherie,

Congratulations on being honored with Carlisle's **Perfection Award**. You've earned this distinction based on a series of metrics including installation quality and warranty claim performance. Less than 5% of contractors in the US and Canada, those who have demonstrated a commitment to the highest-quality installations, have been honored with this recognition.

Carlisle maintains detailed records of every Authorized Applicators' warranty claims history. Each year, the Perfection Award will recognize those roofers whose exceptional installation quality results in a warranty claim performance that ranks in or above the top 5% of all US and Canadian applicators. Perfection Awards are not assigned on the basis of sales volume; rather, applicators of all sizes will be considered based on their history of high performance on Carlisle installations.

Carlisle SynTec appreciates contractors that share its values - who not only work toward excellence but also strive for perfection. We believe our premium products deserve top-quality installation, but it is up to our contractors to exemplify this belief in the field. That's exactly what Bell Roofing Company has done. On behalf of Carlisle, please accept my sincere thanks for your commitment to Carlisle and your dedication to top-quality applications.

With warm regards,



Nick Shears  
Vice President, Sales & Marketing

Contact:  
Cherie or Tom Grawien  
Bell Roofing Company  
906.226.2224

For Immediate Release  
July 6, 2007

### **Bell Roofing Becomes 250 Hall of Fame Applicator of Carlisle SynTec**

(Marquette, MI) – Bell Roofing Company of Marquette, MI recently completed its 250th Perfect 10 installation of a Carlisle SynTec roof system. Presented to Carlisle authorized applicators for outstanding quality and workmanship, Perfect 10 installations are based upon completed roofing system inspections performed by Carlisle. Installation ratings are then awarded on a scale from 1 to 10 – 10 being a flawless application that exhibits superior detail and workmanship.

Bell Roofing Company has been an authorized Carlisle applicator since 1978 and has installed nearly 5.5 million square feet of warranted Carlisle roof systems. With its most recent Perfect 10 installation, Bell has become one of only 185 authorized Carlisle applicators throughout the United States and Canada to reach the 250 Hall of Fame status in Carlisle's Quality Recognition Program. Currently, there are more than 2,100 authorized Carlisle applicators in the U.S. and Canada.

"Carlisle has a solid reputation in the commercial roofing industry and we are honored to be recognized as one of their elite contractors," commented Cherie Grawien, President of Bell Roofing Company. "We strive to provide our valued customers with quality installations, no matter how big or small the job is, and this distinction proves that our hard work has not gone unnoticed."

Bell Roofing Company believes that good business relations, quality work and a service-oriented attitude are the reason for the company's success and expansion throughout the years. Bell Roofing stands firmly behind its employees, products and services, placing customer satisfaction as its top priority.

#### **About Bell Roofing**

Bell Roofing Company specializes in commercial roof installations for new construction and re-roofing applications. They offer their customers superior quality roofing installations and products provided by Carlisle SynTec. For more information on Bell Roofing's capabilities, contact Cherie or Tom Grawien at 906 226-2224.

#### **About Carlisle SynTec**

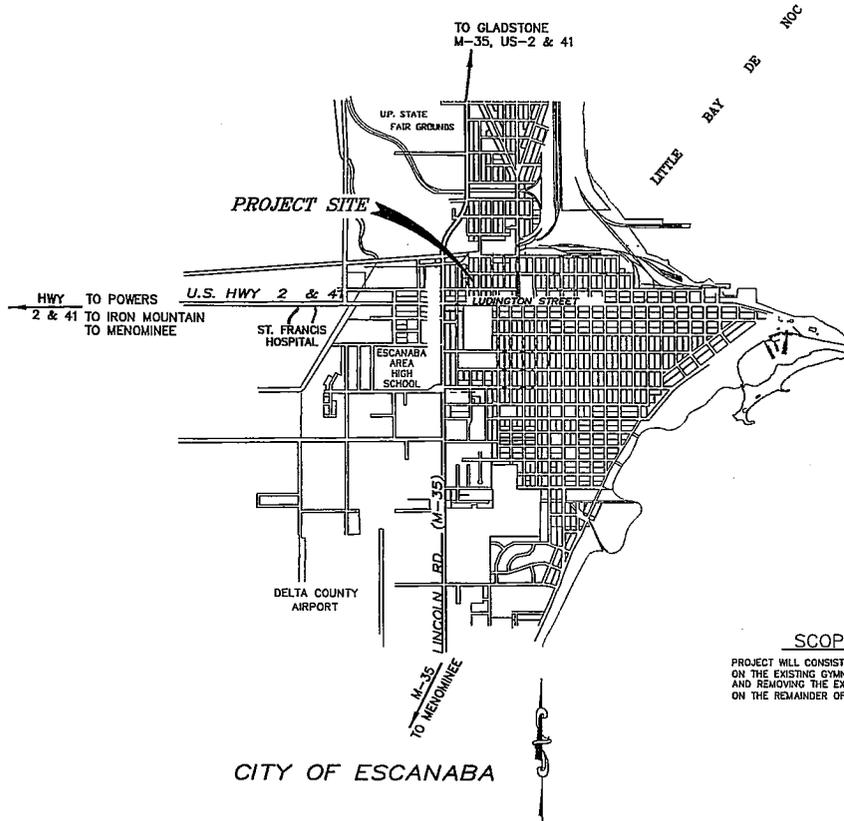
Carlisle SynTec, headquartered in Carlisle, Pennsylvania, has been manufacturing single-ply membrane roofing systems for more than 40 years. Carlisle is a business segment of Carlisle Construction Materials and has manufacturing facilities in Carlisle, Pennsylvania; Greenville, Illinois; Senatobia, Mississippi; and Tooele, Utah. For more information call 1.800.4.SYNTEC or visit [www.carlisle-syntec.com](http://www.carlisle-syntec.com).

***Investing in Roofing Solutions for Over 40 Years***

800-4-SYNTEC • P.O. Box 7000 • Carlisle, PA 17013 • [www.carlisle-syntec.com](http://www.carlisle-syntec.com)



*ESCANABA CIVIC CENTER  
ROOF REPLACEMENT  
DELTA, COUNTY  
ESCANABA, MICHIGAN  
SUMMER - 2015*



SCOPE OF WORK

PROJECT WILL CONSIST OF REMOVING THE EXISTING ROOF MEMBRANE ON THE EXISTING GYMNASIUM ROOF (HIGH ROOF) 6,870 SQ. FEET AND REMOVING THE EXISTING STONE BALLAST AND ROOF MEMBRANE ON THE REMAINDER OF THE BUILDING (LOW ROOF) 20,852 SQ. FEET.

GENERAL NOTES:

1. DO NOT SCALE DRAWINGS. USE DIMENSIONS. IF DIMENSIONS ARE IN QUESTION, CONTRACTOR SHALL CONTACT THE ENGINEER BEFORE CONTINUING WITH WORK.
2. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND CONDITIONS BEFORE PROCEEDING WITH WORK.
3. WHEN CONTRADICTIONS OCCUR BETWEEN THE PLANS AND THE SPECIFICATIONS AND/OR ERRORS ARE FOUND IN EITHER, THE CONTRACTOR SHALL OBTAIN CLARIFICATION FROM THE ENGINEER BEFORE CONTINUING WITH CONSTRUCTION.
4. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THESE PLANS, THE CURRENT MICHIGAN BUILDING CODES, ALL LOCAL ORDINANCES AND NORMAL INDUSTRY STANDARDS. CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS AND COORDINATE ALL REQUIRED INSPECTIONS.
6. CONTRACTOR SHALL PROVIDE SHOP DRAWINGS TO THE ENGINEER FOR ALL MATERIALS USED ON THE PROJECT. SHOP DRAWINGS SHALL INCLUDE SPECIFIC DETAILS FOR ALL FLASHINGS BASED UPON THE ROOF TYPE(S) UTILIZED.

PROJECT NOTES

1. CONTRACTOR'S BID SHALL INCLUDE A NEW ROOF SYSTEM ON THE EDPM (HIGH ROOF) AND BALLASTED (LOW ROOF). THE WORK SHALL INCLUDE, BUT IS NOT LIMITED TO THE REMOVAL OF THE EXISTING MEMBRANE ROOFING, THE EXISTING FLASHINGS, THE EXISTING INSULATION WHERE NEEDED AND REUSE OF THE BALLAST IF APPLICABLE, SEE SPECIFICATIONS.
2. ALL REMOVED MATERIALS SHALL BE DISPOSED OF PROPERLY. DEMOLITION AROUND EXISTING ROOF PENETRATIONS SHALL BE PERFORMED IN A CAREFUL WAY NOT TO DAMAGE THE EXISTING BUILDING, EQUIPMENT, SUPPORTS AND ROOF PENETRATIONS. ANY DAMAGE IS THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE REPAIRED AT NO COST TO THE OWNER. ANY DETERIORATED ITEMS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER.
3. UPON COMPLETION OF THE DEMOLITION DOWN TO THE EXISTING INSULATION, THE CONTRACTOR SHALL NOTIFY THE OWNER AND ENGINEER. THE OWNER, ENGINEER AND CONTRACTOR SHALL INSPECT THE EXPOSED ROOF DECK TOGETHER AND DETERMINE AREAS THAT MAY NEED ATTENTION. THE ROOF DECK SHALL BE DAMAGE FREE PRIOR TO THE INSTALLATION OF ANY NEW INSULATION AND OR ROOFING. ALL REMOVED MATERIAL SHALL BE DISPOSED OF PROPERLY. NONE OF THE REMOVED MATERIALS SHALL BE LEFT ON SITE.
4. CONTRACTOR SHALL COORDINATE THE STAGING OF MATERIALS AND PROVIDE A WORK SCHEDULE TO THE OWNER, TO AVOID A CONFLICT WITH ANY ACTIVITIES THAT MAY TAKE PLACE AT THE CIVIC CENTER DURING CONSTRUCTION.
5. CONTRACTOR SHALL PROVIDE TEMPORARY CLOSURES AND PROTECTION OF THE ROOF AREA DURING THE WORK TO PREVENT MOISTURE OR WATER INFILTRATION INTO THE BUILDING DURING ALL PHASES OF THE WORK.
6. INTRODUCTION OF NEW INSULATION, NEW ROOF DECK (WHERE APPLICABLE) AND NEW ROOFING PRODUCTS SHALL NOT INCREASE THE NEW OVERALL ROOF DEAD LOAD ABOVE THE EXISTING ROOF DEAD LOAD.
7. ALL WOOD COMPONENTS THAT MAY NEED REPLACEMENT SHALL BE PRESSURE TREATED. ALL METALS AND/OR FASTENERS IN CONTACT WITH PRESSURE TREATED WOOD SHALL BE TREATED AS REQUIRED FOR THE TYPE OF WOOD TREATMENT USED (GALVANIZED AND/OR STAINLESS STEEL) TO PREVENT ACCELERATED CORROSION.

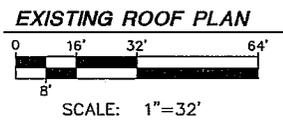
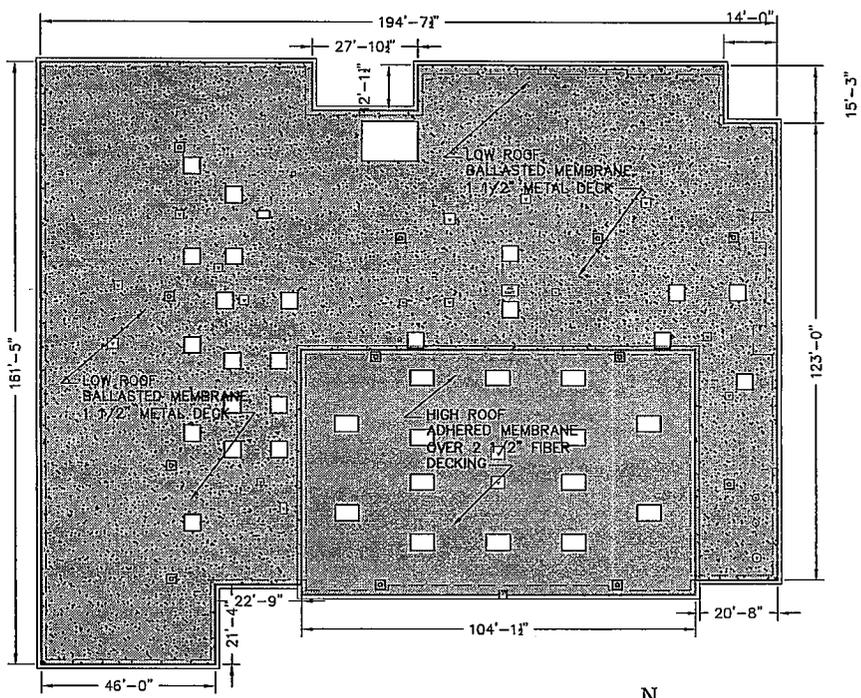
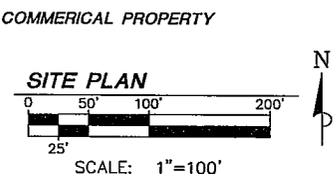
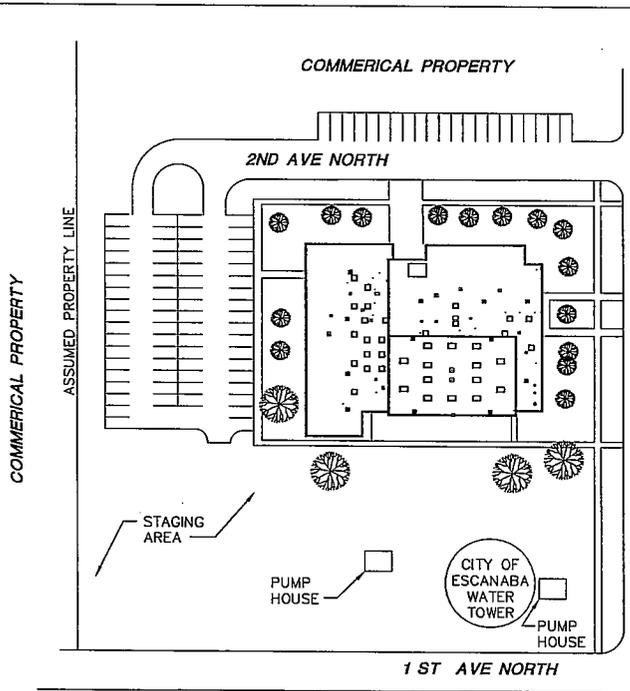
INDEX TO DRAWINGS

SHT NO.	DRAWING TITLE
1	COVER SHEET
2	SITE PLAN AND EXISTING ROOF PLAN
3	PROPOSED ROOF PLAN
4	DETAILS



**BITTNER ENGINEERING, INC.**  
113 SOUTH 10th STREET  
ESCANABA, MICHIGAN 49829  
906-789-1511

C:\\_work\14-99-2167\14-99-2167-2.dwg, 3/23/2015 10:53:53 AM, Mike P



**DEMOLITION NOTES:**

1. LOW ROOF: DEMOLITION/REMOVAL SHALL INCLUDE BUT NOT LIMITED TO: EXISTING MEMBRANE, ANY DAMAGED INSULATION, PERIMETER FLASHING, ECT. EXISTING BALLAST SHALL BE REUSED IF ACCEPTABLE, SEE SPECIFICATIONS.
2. HIGH ROOF: DEMOLITION/REMOVAL SHALL INCLUDE BUT NOT LIMITED TO: EXISTING MEMBRANE, ANY DAMAGED INSULATION, PERIMETER FLASHING ECT.
3. DEMOLITION AROUND EXISTING ROOF PENETRATIONS SHALL BE PERFORMED IN A CAREFUL WAY NOT TO DAMAGE THE EXISTING BUILDING, EQUIPMENT, SUPPORTS AND ROOF ITEMS, ANY DAMAGE TO THE EXISTING ITEMS TO REMAIN, IS RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE REPAIRED AT NO COST TO THE OWNER.
4. DEMOLITION/REMOVAL OF (2) CAPPED PENETRATIONS (SEE PLAN). PRIOR TO PLACING INSULATION CONTRACTOR SHALL PATCH THE PENETRATION MATCHING THE EXISTING DECK.
5. CONTRACTOR SHALL PROVIDE TEMPORARY CLOSURES AND PROTECTION OF THE ROOF AREA DURING THE WORK TO PREVENT MOISTURE OR WATER INFILTRATION INTO THE BUILDING DURING ALL PHASES OF THE WORK.
6. ONCE DEMOLITION IS COMPLETE THE CONTRACTOR SHALL NOTIFY THE OWNER, ALLOWING THE OWNER AND ENGINEER TO PERFORM AN INSPECTION OF THE EXPOSED STRUCTURE.
7. DEMOLISHED MATERIALS SHALL BE REMOVED FROM THE SITE. ANY DETERIORATED ITEMS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER. ALL MATERIALS SHALL BE DISPOSED OF IN AN APPROPRIATE MANNER.
8. CARE SHALL BE TAKEN TO AVOID DAMAGE TO ANY TREES/SHRUBS AROUND THE PERIMETER OF THE BUILDING DURING CONSTRUCTION.

**EXISTING ROOF AREAS**

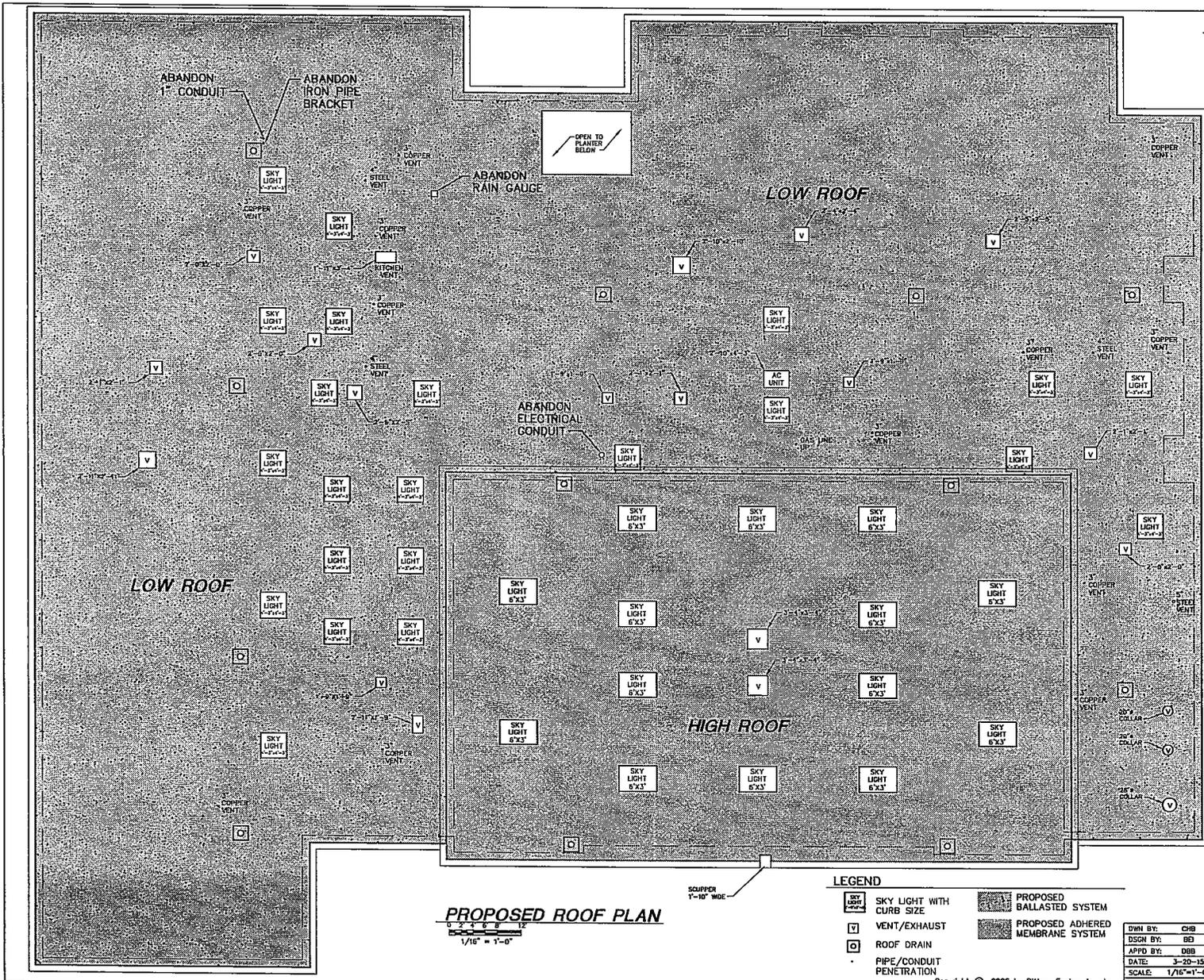
20,852 SQUARE FEET OF BALLASTED SYSTEM

6,870 SQUARE FEET OF ADHERED MEMBRANE

**BITTNER ENGINEERING, INC.**  
 113 SOUTH 10th STREET  
 ESCANABA, MICHIGAN 49829  
 Phone: 906-759-1511  
 Email: bittnerengineering@bittnerengineering.com

DWN BY: CHB	ESCANABA CIVIC CENTER ROOF REPLACEMENT	DRAWING NUMBER: 2
DSGN BY: BEI	ESCANABA, MICHIGAN	PROJECT #: 14-99-2167
APPD BY: ODB	SITE PLAN AND EXISTING ROOF PLAN	SHT 2 OF 4 REV. 0
DATE: 3-20-15		
SCALE: AS NOTED		
CAD NO. 992167-2		

C:\Users\jrc\Documents\2007\303\303\10-10-07\10-10-07.dwg 3/27/2015 10:54:32 AM, Vol. 02 "D"



- NEW CONSTRUCTION NOTES LOW ROOF:**
1. THERE ARE 2 EXISTING CONDUIT PENETRATIONS THAT ARE ABANDONED, THEY SHALL BE REMOVED FROM THE ROOF DECK AND ROOF SYSTEM SHALL BE APPLIED OVER THE HOLE. IF ANY ADDITIONAL ABANDONED PENETRATIONS ARE DISCOVERED THEY TOO SHALL BE REMOVED AND ROOFED OVER, AT NO ADDITIONAL COST TO THE OWNER.
  2. THE EXISTING ROOF DECK SHALL BE CLEANED AND PREPARED ACCORDING TO THE MANUFACTURERS RECOMMENDATIONS.
  3. EXISTING ROOF SYSTEM IS TAPERED, IT IS THE CONTRACTORS RESPONSIBILITY TO MAINTAIN THE CURRENT ROOF DRAINAGE PLAN.
  4. ANY/ALL WOOD COMPONENTS THAT MAY USED SHALL BE PRESSURE TREATED. ALL METALS AND/OR FASTENERS IN CONTACT WITH PRESSURE TREATED WOOD SHALL BE TREATED AS REQUIRED FOR THE TYPE OF WOOD TREATMENT USED (GALVANIZED AND/OR STAINLESS STEEL) TO PREVENT ACCELERATED CORROSION.
  5. THE BALLASTED ROOF SYSTEM SHALL INCLUDE, BUT IS NOT LIMITED TO: 60 MIL EPDM MEMBRANE, MOVING AND RE-USING EXISTING BALLAST, (SEE SPECIFICATIONS), WEATHERTIGHT FLASHINGS AROUND ALL ROOF PENETRATIONS, WEATHER TIGHT FLASHINGS AT ALL ROOF TO WALL INTERSECTIONS, WEATHER TIGHT FLASHINGS AROUND ALL EQUIPMENT BASES, ALL OTHER FLASHINGS FOR A COMPLETELY WEATHER TIGHT ROOF SYSTEM, NEW 24 GAGE STEEL COPING CAPS AND EDGING, TWO-PIECE FASCIA SYSTEM, ALL REQUIRED TREATED HAILERS AND/OR OTHER MATERIALS, SUPPLIES, PARTS, ETC. NEEDED TO COMPLETE THE WORK TO INDUSTRY STANDARDS.
  6. NEW ROOF SYSTEM SHALL INCLUDE A MINIMUM OF A 15 YEAR MANUFACTURERS TOTAL SYSTEM WARRANTY ON ALL MATERIALS AND LABOR. CONTRACTOR SHALL PROVIDE SHOP DRAWINGS TO THE ENGINEER FOR ALL MATERIALS AND DETAILS USED FOR THIS APPLICATION.
  7. NEW ROOF SYSTEM SHALL INCLUDE (2) LAYERS OF 1 1/2" POLYISOCYANURATE INSULATION OVER THE EXISTING RECOVERY BOARD, (CELOTEX) AND MECHANICALLY FASTEN TO THE METAL DECK. INSULATION JOINTS SHALL BE STAGGERED TO PROVIDE A MINIMUM 24" OVERLAP.

- NEW CONSTRUCTION NOTES HIGH ROOF:**
1. THE EXISTING ROOF DECK SHALL BE CLEANED AND PREPARED ACCORDING TO THE MANUFACTURERS RECOMMENDATIONS.
  2. EXISTING ROOF SYSTEM IS TAPERED, IT IS THE CONTRACTORS RESPONSIBILITY TO MAINTAIN THE CURRENT ROOF DRAINAGE PLAN.
  3. ANY/ALL WOOD COMPONENTS THAT MAY USED SHALL BE PRESSURE TREATED. ALL METALS AND/OR FASTENERS IN CONTACT WITH PRESSURE TREATED WOOD SHALL BE TREATED AS REQUIRED FOR THE TYPE OF WOOD TREATMENT USED (GALVANIZED AND/OR STAINLESS STEEL) TO PREVENT ACCELERATED CORROSION.
  4. CONTRACTOR SHALL PROVIDE COMPLETE INSTALLATION OF A NEW FULLY ADHERED 60 MIL EPDM ROOF SYSTEM AS MANUFACTURED BY FREESTONE, CARULSE, OR APPROVED EQUAL.
  5. THE EPDM ROOF SYSTEM SHALL INCLUDE, BUT IS NOT LIMITED TO: 60 MIL EPDM MEMBRANE, WEATHERTIGHT FLASHINGS AROUND ALL ROOF PENETRATIONS, WEATHER TIGHT FLASHINGS AT ALL ROOF TO WALL INTERSECTIONS, WEATHER TIGHT FLASHINGS AROUND ALL EQUIPMENT BASES, ALL OTHER FLASHINGS FOR A COMPLETELY WEATHER TIGHT ROOF SYSTEM, NEW 24 GAGE STEEL COPING CAPS AND EDGING, TWO-PIECE FASCIA SYSTEM, ALL REQUIRED TREATED HAILERS AND/OR OTHER MATERIALS, SUPPLIES, PARTS, ETC. NEEDED TO COMPLETE THE WORK TO INDUSTRY STANDARDS.
  6. NEW ROOF SYSTEM SHALL INCLUDE A MINIMUM OF A 15 YEAR MANUFACTURERS TOTAL SYSTEM WARRANTY ON ALL MATERIALS AND LABOR. CONTRACTOR SHALL PROVIDE SHOP DRAWINGS TO THE ENGINEER FOR ALL MATERIALS AND DETAILS USED FOR THIS APPLICATION.
  7. NEW ROOF SYSTEM SHALL INCLUDE (2) LAYERS OF 1 1/2" POLYISOCYANURATE INSULATION ADHERED TO THE EXISTING RECOVERY BOARD, (CELOTEX) INSULATION JOINTS SHALL BE STAGGERED TO PROVIDE A MINIMUM 24" OVERLAP.
  8. THE WIND SHALL BE EXPOSURE B, 90 MPH. THE ENTIRE ROOF SYSTEM SHALL MEET AN I-90 WIND UPLIFT RATING.

**PROPOSED ROOF PLAN**  
 0 3 6 9 12  
 1/16" = 1'-0"

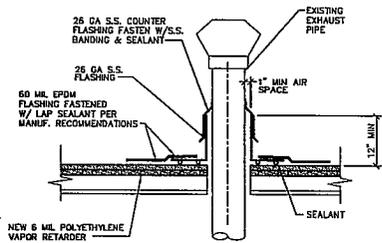
**LEGEND**

	SKY LIGHT WITH CURB SIZE		PROPOSED BALLASTED SYSTEM
	VENT/EXHAUST		PROPOSED ADHERED MEMBRANE SYSTEM
	ROOF DRAIN		
	PIPE/CONDUIT PENETRATION		

**BITTNER ENGINEERING, INC.**  
 113 SOUTH 10th STREET  
 ESCANABA, MICHIGAN 49829  
 Phone: 906-789-1511  
 Email: bittnerengineering@bittnerengineering.com

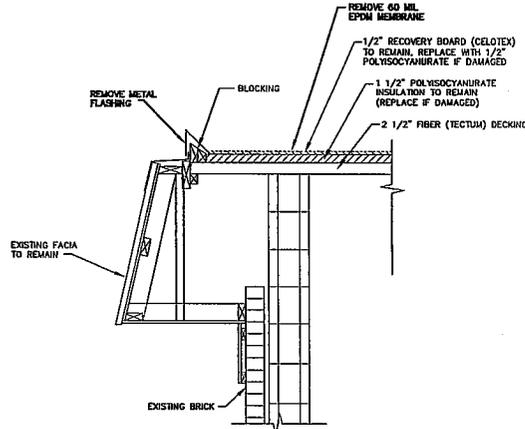
ESCANABA CIVIC CENTER ROOF REPLACEMENT ESCANABA, MICHIGAN		DRAWING NUMBER: <b>3</b>
DWN BY: CDB DSGN BY: DBJ APPD BY: DBB DATE: 3-20-15 SCALE: 1/16"=1'-0" CAD NO. 992167-3	PROJECT #: <b>14-99-2167</b> SHEET 3 OF 4 REV. 0	

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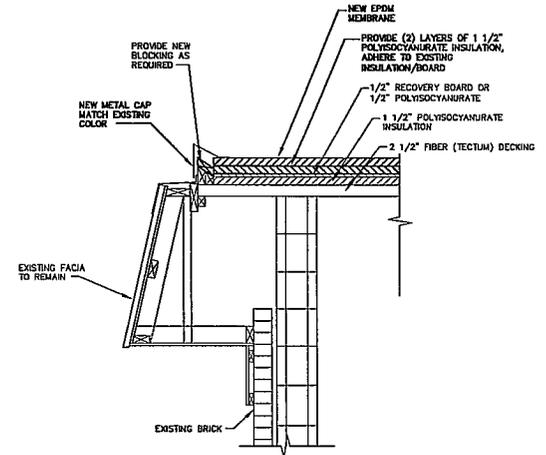


CONTRACTOR SHALL PROVIDE SHOP DRAWINGS TO THE ENGINEER OF THE FINAL DETAIL FOR FLASHING AROUND VENT PIPES.

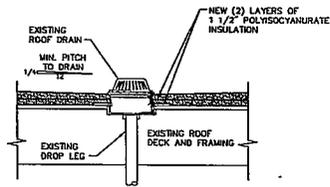
**TYPICAL ROOF VENT PIPE DETAIL - IF APPLICABLE**  
NOT TO SCALE



**EXISTING (HIGH ROOF) EDGE DEMOLITION DETAIL**  
NOT TO SCALE

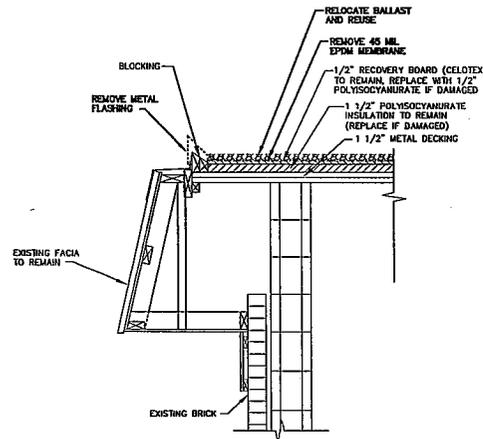


**NEW (HIGH ROOF) DETAIL**  
NOT TO SCALE

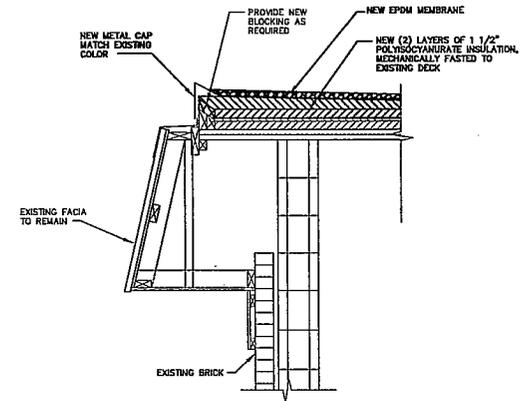


CONTRACTOR SHALL PROVIDE SHOP DRAWINGS TO THE ENGINEER OF THE FINAL DETAIL FOR FLASHING AROUND DRAINS.

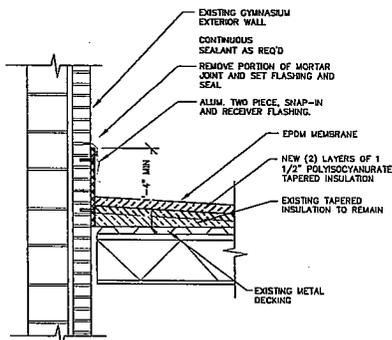
**TYPICAL ROOF DRAIN DETAIL - IF APPLICABLE**  
NOT TO SCALE



**EXISTING (LOW ROOF) EDGE DEMOLITION DETAIL**  
NOT TO SCALE



**NEW (LOW ROOF) DETAIL**  
NOT TO SCALE



**NEW ROOF EDGE DETAIL**  
NOT TO SCALE

**BITTNER ENGINEERING, INC.**  
113 SOUTH 10TH STREET  
ESCANABA, MICHIGAN 49829  
Phone: 906-789-1511  
Email: bittnerengineering@bittnerengineering.com

DWN BY: CHB  
DSGN BY: BEI  
APPD BY: ODB  
DATE: 3-20-15  
SCALE: AS NOTED  
CAD NO.: 992167-4

**ESCANABA CIVIC CENTER  
ROOF REPLACEMENT**  
ESCANABA, MICHIGAN

DRAWING NUMBER:  
**4**

PROJECT #:  
**14-99-2167**  
SHT 4 OF 4 [REV. 0]

**DETAILS**

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NB # 2  

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ca 5/7/15

April 26, 2015

Bob Richards, City Clerk  
[clerk@escanaba.org](mailto:clerk@escanaba.org)

Regarding a Raffle License Application for the U.P. Steam and Gas Engine Association ID#38-3418386.

This is the first time that we have made application for a Raffle License and the State of Michigan Bureau of State Lottery has requested several items to complete the application.

Our womens group, the Sisters of Steam (SOS) raises money throughout the year. We do have a pie sale and a can raffle during Labor Day and Christmas in the Village, but other than that, our income is very limited.

This year, we have a quilt that our SOS has hand worked and we would like to sell raffle tickets during the summer to raise money to help fund our projects. We have sold tickets in the past, but they were sold on a single day, and because of the limited sales, we generally raised less than \$50.00 This quilt is exceptional, and we feel that we would do much better if we were able to pre sell the tickets.

Of course, all of the money that we raise is funneled back into the Organization and the community. We are putting together "Village Art Classes" for both the Krusin Klassics and for the Holiday Ramblers groups that are scheduled on the Fair Grounds this summer. The Chamber has prepared and printed the brochures for us. We offered classes last year during Krusin Klassics and had very positive feedback. We also were open during the Newmar Motor Homes activities last year, and the folks who visited the Village encouraged us to hold future classes. We felt it would benefit everyone involved to do so again. Additionally, some of projects that we made donations to last year were; donations to help offset travel expenses for a member of our group whose adult child needed a kidney transplant, monetary donations to the Upper Peninsula Honor Flight, to the Gladstone Kawanis, Rapid River and Gladstone Key clubs and boy scouts, to name a few.

We feel that we have made an great start helping others in our communitis, and with additional funds, we can do much more. We ask that you approve the "Local Governing Body Resolution for Charitable Gaming Licenses" as required so we can obtain this Raffle License.

UP Steam and Gas Association  
PO Box 954  
Escanaba, MI 49829



Charitable Gaming Division  
 Box 30023, Lansing, MI 48909  
 OVERNIGHT DELIVERY:  
 101 E. Hillsdale, Lansing MI 48933  
 (517) 335-5780  
 www.michigan.gov/cg

**LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES**  
 (Required by MCL 432.103(K)(ii))

At a Board meeting of the U.P. Steam & Gas Assoc.  
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by Orval DuFour (President) on November 19, 2014  
DATE

at 6:30 a.m. (p.m.) the following resolution was offered:  
TIME

Moved by Jon Paul LaFave and supported by Jim Yoder

that the request from U.P. Steam & Gas Assoc. of Escanaba  
NAME OF ORGANIZATION CITY

county of Delta, asking that they be recognized as a  
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for Approval  
APPROVAL/DISAPPROVAL

APPROVAL		DISAPPROVAL	
Yeas:	<u>8</u>	Yeas:	_____
Nays:	<u>0</u>	Nays:	_____
Absent:	<u>2</u>	Absent:	_____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the \_\_\_\_\_ at a \_\_\_\_\_  
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on \_\_\_\_\_  
DATE

SIGNED: \_\_\_\_\_  
TOWNSHIP, CITY, OR VILLAGE CLERK

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
ADDRESS

COMPLETION: Required.  
 PENALTY: Possible denial of application.  
 BSL-CG-1153(R6/09)



RICK SNYDER  
GOVERNOR

State of Michigan  
Bureau of State Lottery  
101 E. Hillsdale • P.O. BOX 30023 • Lansing, Michigan 48909  
www.michigan.gov/cg • (517) 335-5780 • FAX (517) 267-2285



M. Scott Bowen  
COMMISSIONER

July 30, 2014

Organization ID: 117848

Orval Dufour  
UP Steam and Gas Engine Assn  
3147 13th Lane  
Bark River, MI 49807



Dear Orval Dufour:

We have received documentation to qualify your organization as a Local Civic organization to conduct licensed gaming events as allowed by Act 382 of the Public Acts of 1972, as amended.

To complete the qualification process, please submit the following information:

1. A copy of the organization's current bylaws or constitution, including membership criteria, signed and dated by your principal officer.
2. A copy of the letter from the IRS stating the organization is exempt from federal income tax under IRS code 501(c) or copies of one bank statement per year for the previous five years, excluding the current year, from 7/30/2009 to 7/30/2013.
3. If incorporated, a complete filed copy of your Articles of Incorporation, including all amendments.
4. A provision in your bylaws, constitution, or Articles of Incorporation that states should the organization dissolve, all assets, and real and personal property will revert: A. If exempt under 501(c)3, to another 501(c)3 organization. B. If not exempt under 501(c)3, to the local government.
5. A copy of a resolution passed by the local government stating the organization is a recognized nonprofit organization in the community; form enclosed.
6. A revenue and expense statement for the previous 12 month period to prove all assets are used for charitable purposes, i.e. 990's, treasurer's report, audit. Do not send check registers or cancelled checks. Explain the purpose of each expenditure made to an individual. Once the organization has conducted licensed gaming events, the Bureau may require the organization to provide additional proof that all assets are being used for charitable purposes.
7. A provision in the bylaws, constitution, or Articles of Incorporation indicating the organization will remain nonprofit forever.
8. A written statement defining your membership criteria, if any. The charitable gaming rules require the licensed gaming event chairperson(s) be a bona fide member for 6 months. If you do not have general membership criteria, your chairperson(s) must be members of your board of directors.
9. Proof of a current bank account in the name of the organization.



Charitable Gaming Division  
 Box 30023, Lansing, MI 48909  
 OVERNIGHT DELIVERY:  
 101 E. Hillsdale, Lansing MI 48933  
 (517) 335-5780  
 www.michigan.gov/cg

**LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES**  
 (Required by MCL.432.103(K)(ii))

At a \_\_\_\_\_ meeting of the \_\_\_\_\_  
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by \_\_\_\_\_ on \_\_\_\_\_  
DATE

at \_\_\_\_\_ a.m./p.m. the following resolution was offered:  
TIME

Moved by \_\_\_\_\_ and supported by \_\_\_\_\_

that the request from \_\_\_\_\_ of \_\_\_\_\_,  
NAME OF ORGANIZATION CITY

county of \_\_\_\_\_, asking that they be recognized as a  
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for \_\_\_\_\_  
APPROVAL/DISAPPROVAL

**APPROVAL**

**DISAPPROVAL**

Yeas: \_\_\_\_\_

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

Absent: \_\_\_\_\_

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the \_\_\_\_\_ at a \_\_\_\_\_  
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on \_\_\_\_\_  
DATE

SIGNED: \_\_\_\_\_  
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

COMPLETION: Required.  
 PENALTY: Possible denial of application.  
 BSL-CG-1153(R6/09)



# QUALIFICATION INFORMATION

The organization must complete this form and submit with the qualification documents. **If this form does not accompany the qualification documents, documents will be returned to contact person.** This will delay processing. Any misrepresentation is grounds for denial.

Please check the appropriate box(es) for the license you wish to obtain.				Application(s) and fee(s) enclosed?	
<input type="checkbox"/> Millionaire Party	<input type="checkbox"/> Bingo	<input type="checkbox"/> Raffle	<input type="checkbox"/> Charity Game Ticket	<input type="checkbox"/> Yes	<input type="checkbox"/> No
1. Name of Organization					
2. Doing Business As (DBA) (if applicable)				3. US Federal Employer Identification Number	
4. Organization Physical Address					
City		State	Zip	County	
5. Organization Mailing Address <input type="checkbox"/> Same as Physical Address					
City		State	Zip	County	
6. Telephone Number		7. Fax Number		8. Date Organization Established	
9. Briefly describe the purpose of the organization					
10. Name of Authorized Contact Person			11. Authorized contact person's position or role with organization		
12. Mailing Address					
City		State	Zip	County	
13. Email Address		14. Telephone Number		15. Fax Number	
The undersigned hereby certifies that the representations, information and data, presented are true, accurate and complete to the best of the undersigned's knowledge. <i>The undersigned understands that failure to answer truthfully, completely and accurately could preclude the organization from receiving an approval to obtain a gaming license.</i>					
Authorized Contact Signature				Date	
Print Name and Title					

### PLEASE READ CAREFULLY

**If you are qualifying for a millionaire party license**, mail this completed form and the required qualification documentation to Michigan Gaming Control Board, PO Box 30786, Lansing, MI 48909.

**If you are qualifying for a raffle, bingo, or charity game ticket license**, mail this completed form and the required qualification documentation to Charitable Gaming Division, PO Box 30023, Lansing, MI 48909.

**If you are qualifying for a millionaire party AND raffle, bingo, or charity game license**, you must submit copies of this form and all qualification documents to **BOTH** agencies.





## LOCAL CIVIC ORGANIZATION QUALIFICATION REQUIREMENTS

---

### Please allow at least 8 weeks for the qualification process.

If the organization has never submitted qualifying information as a local civic organization, the following information shall be submitted in the name of the organization prior to being approved to conduct a bingo, millionaire party, raffle, or charity game. A previously qualified organization may be required to submit updated qualification information to assure its continued eligibility under the act.

1. A signed and dated copy of the organization's current bylaws or constitution, including membership criteria.
2. A complete copy of the organization's Articles of Incorporation that have been filed with the Corporations and Securities Bureau, if the organization is incorporated.
3. A copy of the letter from the IRS stating the organization is exempt from federal tax under IRS code 501(c)

OR

copies of one bank statement per year for the previous five years, excluding the current year.

4. A provision in the bylaws, constitution, or Articles of Incorporation that states should the organization dissolve, all assets, and real and personal property will revert:
  - A. If exempt under 501(c)3, to another 501(c)3 organization.
  - B. If not exempt under 501(c)3, to the local government.
5. A revenue and expense statement for the previous 12 month period to prove all assets are used for charitable purposes, i.e. 990's, treasurer's report, audit. Do not send check registers or cancelled checks. Explain the purpose of each expenditure made to an individual. Once the organization has conducted licensed gaming events, the Bureau may require the organization to provide additional proof that all assets are being used for charitable purposes.
6. A copy of a resolution passed by the local body of government stating the organization is a recognized nonprofit organization in the community (form attached).
7. A provision in the bylaws, constitution, or Articles of Incorporation indicating the organization will remain nonprofit forever.

Additional information may be requested after the initial documents submitted have been reviewed. If you have any questions or need further assistance, please call our office at (517) 335-5780.

---

Act 382 of the Public Acts of 1972, as amended, defines a local civic organization as an organization "that is organized not for pecuniary profit; that is not affiliated with a state or national organization; that is recognized by resolution adopted by the local governmental subdivision in which the organization conducts its principal activities; whose constitution, charter, articles of incorporation, or bylaws contain a provision for the perpetuation of the organization as a nonprofit organization; whose entire assets are used for charitable purposes; and whose constitution, charter, articles of incorporation, or bylaws contain a provision that all assets, real property, and personal property shall revert to the benefit of the local governmental subdivision that granted the resolution upon dissolution of the organization."

NB# 3  
CC 5/7/15



April 30, 2015

**MEMORANDUM**

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

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

**SUBJECT:** May 7, 2015, Agenda Item Whitetail Industrial Park Internet Backbone

The State of Michigan awarded the City of Escanaba \$100,000 for the installation of high speed internet capability for the commercial property owners in the Whitetail Industrial Park. Administration has been working with the Delta County Economic Development Alliance, various vendors and consultants to install the an internet backbone in the best interest of all concerned.

Administration is seeking council approval to award Peninsula Fiber Network (PFN), LLC, approximately \$17,000 for a PFN Fiber Backbone from Danforth Road to Delta Mfg, and further to award Charter Communications approximately \$58,000 for installation of their coaxial services from Danforth Road down 19th Avenue North to the Railroad tracks and back out to Danforth Road on the opposite side of 19th Avenue North for the other current and future property owners of the Industrial Park.



Peninsula  
Fiber  
Network, LLC

**Service Order**

PFN Order Number **ESC 01**

Fiber Build Order

Request Date: **3/18/15**

**Section 1: Customer Information**

Requested DUE Date: **May 2015 (post thaw)**

Customer: City of Escanaba  
 Billing Address: 410 Ludington Street  
 City, State, Zip: Escanaba, MI 49829  
 Main Phone #: \_\_\_\_\_

Order Contact: James V O'Toole  
 Contact Phone #: 906 786 9402  
 E-mail Address: jotoole@escanaba.org  
 Bill Contact: \_\_\_\_\_

**Section 2: Order Details**

Location A: Delta Manufacturing  
 Address: 3707 19th Avenue  
 City, State, Zip: Escanaba, MI 49829  
 Site Phone #: \_\_\_\_\_

A Loc Tech Contact: Joe Knauf  
 Contact Phone #: 906 786 3583  
 E-mail Address: jbknauf@dstech.us  
 A Loc LOA needed? No

Location Z: PFN Fiber Backbone  
 Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_  
 Site Phone #: \_\_\_\_\_

Z Loc Tech Contact: \_\_\_\_\_  
 Contact Phone #: \_\_\_\_\_  
 E-mail Address: \_\_\_\_\_  
 Z Loc LOA needed? \_\_\_\_\_

Service: Fiber drop to Delta Mfg  
 Interface Type: N/A

Customer PON 1: \_\_\_\_\_  
Inter / Intrastate  
Internet Transport Y/N

Notes:

This order requests a PFN fiber lateral build from the PFN backbone network to Delta Manufacturing. This build is being billed to The City of Escanaba for the purpose of payment through White Tail Industrial Park grant funding. This billing is a one-time construction and port install fee. Details of port service being installed in related order DST 08. PFN to place hand hole near Delta Mfg for possible future access for other White Tail tenants.

Product	Quantity	Price	Extension	Term	Monthly	NRC
Fiber build		\$16,500.00		Single funding		\$16,500.00
Fiber Term / Port Install		\$500.00				\$500.00
<b>TOTAL</b>					\$0.00	\$17,000.00

Customer Approval/Date: \_\_\_\_\_ / \_\_\_\_\_ PFN Approval/Date: \_\_\_\_\_ / \_\_\_\_\_

**Section 3: For PFN use only**

Circuit ID(s): \_\_\_\_\_

Completed Date: \_\_\_\_\_  
 Billing Eff Date: \_\_\_\_\_  
 Work Order #(s): \_\_\_\_\_



Letter of Authorization to Port Telephone Numbers

Date

Customer:

Customer

To Whom it may concern. This is to serve as an authorization to ATT to allow the porting of the phone Peninsula Fiber Network and or its affiliate Baraga Telephone Company. Should there be any question Authorization or the service numbers below, please contact me at the MLN listed below

Telephone Numbers to be Ported From ATT to PFN

Prefix      Number

	Main Listed Number
Site	

Approved By:

\_\_\_\_\_

Customer Contact

Date:

numbers below from ATT to to  
is with respect to this Letter of  
ow. Thank you.

**Section 2: Access Information**

**Required Access Provider Option**

CPA 3rd Party  
Access Vendor: \_\_\_\_\_

CPA Desired POP: \_\_\_\_\_

CPA Vendor  
Contact: \_\_\_\_\_

Contact Phone #: \_\_\_\_\_

Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Existing TELCO Demarc**

Building #: \_\_\_\_\_

Floor #: \_\_\_\_\_

Room #: \_\_\_\_\_

**Extended Demarc Location**

Building #: \_\_\_\_\_

Floor #: \_\_\_\_\_

Room #: \_\_\_\_\_

**Required Access Type** \_\_\_\_\_

Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Required Interface**

Jack: \_\_\_\_\_

Type: \_\_\_\_\_

**Equipment Vendor**

**Equipment Vendor Information (Technical Contact)**

Primary  
Tech Contact: \_\_\_\_\_

Contact Phone #: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Secondary  
Tech Contact: \_\_\_\_\_

Contact Phone #: \_\_\_\_\_

Contact Email: \_\_\_\_\_

**Customer Termination Equipment**

Equipment: \_\_\_\_\_

Manufacturer: \_\_\_\_\_

Model: \_\_\_\_\_

Floor #: \_\_\_\_\_

Room #: \_\_\_\_\_

Notes: \_\_\_\_\_  
\_\_\_\_\_

**IP Addresses**

\_\_\_\_\_ Will customer provide own IP addresses?

IF NO:

\_\_\_\_\_ Customer needs IP addresses from PFN

\_\_\_\_\_ How Many IP addresses needed

**Connection Type**

\_\_\_\_\_ Electrical Ethernet

\_\_\_\_\_ Fiber

**Facility Access**

\_\_\_\_\_ Is facility accessible year-round?

\_\_\_\_\_ Will PFN need key/code to access facility?

IF YES:

Facility Contact: \_\_\_\_\_

Contact Phone #: \_\_\_\_\_

Contact Email: \_\_\_\_\_

**General Notes**

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

**Zimbra****clerk@escanaba.org**

---

**Whitetail update from Charter**

---

**From :** Vicki Schwab  
<eda@deltami.org>

Mon, Mar 16, 2015 03:38 PM

**Subject :** Whitetail update from Charter

**To :** James O'Toole  
<jotoole@escanaba.org>, Bob  
Richards - City Clerk/IT  
Administrator  
<clerk@escanaba.org>, Joe B.  
Knauf <jbknauf@dstech.us>,  
Member Ron Beauchamp -  
Council  
<rbeauchamp@escanaba.org>

Hi,

I just got off the phone with Jason Bordeaux, Charter who said the price is **\$58,000** to run coax to the cul de sac with peds (pedestals) all the way to the railroad tracks. He said the customers would be Billy Electric and Northstar Trading, the City would NOT have to be involved as a customer because both businesses have agreed to 24 month contracts.

Jason said he needs to know if that is OK to submit for final approval. He said we can call him with any questions. He said with road restrictions and the construction season if it goes to the April 16th City County meeting and is approved, it would likely be an August/September build out.

Please let me know how you'd like to proceed.

Best,

Vicki

Vicki Schwab, Director  
Delta County Economic Development Alliance  
[www.deltaeda.org](http://www.deltaeda.org)  
906-786-2192

---

**Zimbra****clerk@escanaba.org**

---

**Fwd: Whitetail Industrial Park**

---

**From :** Vicki Schwab  
<eda@deltami.org>

Wed, Apr 15, 2015 02:25 PM

📎 1 attachment

**Subject :** Fwd: Whitetail Industrial  
Park**To :** James O'Toole  
<jotoole@escanaba.org>,  
Bob Richards - City  
Clerk/IT Administrator  
<clerk@escanaba.org>**Cc :** Joe B. Knauf  
<jbknauf@dstech.us>

Hi,

Finally today we received additional information from Charter.  
Let me know what else is needed and what you see as next  
steps.

Thanks,  
Vicki

Vicki Schwab, Director  
Delta County Economic Development Alliance  
[www.deltaeda.org](http://www.deltaeda.org)  
906-786-2192

Begin forwarded message:

**From:** "Bordeaux, Jason P"  
<[Jason.Bordeaux@charter.com](mailto:Jason.Bordeaux@charter.com)>  
**Subject:** **Whitetail Industrial Park**  
**Date:** April 15, 2015 at 9:32:14 AM EDT  
**To:** "[eda@deltami.org](mailto:eda@deltami.org)" <[eda@deltami.org](mailto:eda@deltami.org)>,  
"[jbknauf@dstech.net](mailto:jbknauf@dstech.net)" <[jbknauf@dstech.net](mailto:jbknauf@dstech.net)>  
**Cc:** "Myrick, Todd F" <[Todd.Myrick@charter.com](mailto:Todd.Myrick@charter.com)>

Good Morning-

We have received executive approval to move ahead with constructing cable plant in the Whitetail Industrial Park.

- Charter will provide coaxial cable services to a section of the Whitetail Industrial Park.
- The section of the park served will include 19<sup>th</sup> Avenue N from Danforth Rd to the Railroad tracks – not crossing under or over the tracks - and then back to Danforth on the opposite side of 19<sup>th</sup> Ave N.
- Lots will need to be marked by the City prior to building the cable plant requested.
- Approximate construction timeline would be 120 days.
- Charter will provide an invoice to the City for \$58,000.00 and design & construction would commence upon receipt of payment.

Thank you and have a great day!

**Regards,**

**Jason Bordeaux | Sales Manager - Business  
Accounts**



**[jason.bordeaux@charter.com](mailto:jason.bordeaux@charter.com)**

**office 906-401-0607 | cell 906-458-6662**

**359 US41 East, Negaunee, MI 49866**

**For coax customer support call 800-314-7195**

**For fiber customer support call 866-603-3199**



NB# 4  
CC 5-7-15

MEMORANDUM

DATE: April 23, 2015  
TO: Jim O'Toole, City Manager  
FROM: Bill Farrell, City Engineer *WBS*  
CC: Bob Richards, City Clerk  
RE: Acceptance of Street Painting Bids – 3 Year Contract

This year, as we did three (3) years ago, the City of Escanaba, along with the Delta County Road Commission and the City of Gladstone combined our bidding process for centerline/edge line street painting. The proposal was for a three (3) year contract with the vendor.

The annual Centerline/Edgeline painting bid was opened on March 10, 2015 at the Delta County Road Commission. One (1) response was received. Please see the attached tabulation of bids.

After careful review and consideration I am recommending approval of the three (3) year contract with PK Contracting for the unit prices listed for the annual Centerline/Edgeline painting.

2015-16-17 PAVEMENT MARKING BID ANALYSIS									
COUNTY ROAD COMMISSION									
	P K Contracting			J C S Inc.			M&M Pavement Mkg		
	2015	2016	2017	2015	2016	2017	2015	2016	2017
Water borne									
Skip line/mi.	\$79.20	\$82.36	\$87.30						
Edge Line/mi.	\$221.76	\$230.63	\$244.46						
No Passing/ln-ft.	\$0.0443	\$0.0460	\$0.0490						
RR Crossing Each	\$250.00	\$260.00	\$275.00		no bid			no bid	
School Zones Each	\$140.00	\$145.80	\$154.35						
Polyurea Symbols									
RR Crossings	\$355.00	\$369.20	\$391.35						
Stop Bars / foot	\$4.08	\$4.24	\$4.49						
Thru Arrow	\$57.00	\$59.28	\$62.84						
Left Arrow	\$64.00	\$66.56	\$70.55						
Right Arrow	\$64.00	\$66.56	\$70.55						
Only symbol	\$60.00	\$62.40	\$66.15						
School	\$160.00	\$166.40	\$176.38						
combination Arrow	\$91.00	\$94.64	\$100.82						
6" Cross Walk / ft.	\$2.30	\$2.39	\$2.53						
Norwegian Thermo									
Rumble Strips / Ln ft.	\$5.30	\$5.51	\$5.84						
Snowmobile x-ing Sq /ft	\$6.80	\$7.07	\$7.50						
RR Option	\$670.00	\$696.80	\$738.60						
Removal of old if necessary									
CITY OF ESCANABA									
	P K Contracting			J C S Inc.			M&M Pavement Mkg		
	2015	2016	2017	2015	2016	2017	2015	2016	2017
4" YELLOW per linear foot	\$0.063	\$0.066	\$0.070						
4" WHITE per linear foot	\$0.063	\$0.066	\$0.070						
CITY OF Gladstone									
	P K Contracting			J C S Inc.			M&M Pavement Mkg		
	2015	2016	2017	2015	2016	2017	2015	2016	2017
4" YELLOW per linear foot	\$0.065	\$0.068	\$0.072						
4" WHITE per linear foot	\$0.065	\$0.068	\$0.072						

## TO BIDDERS

Bids will be received at the office of the Delta County Road Commission, 3000 32nd Ave. North, Escanaba, Michigan until 1:00 P.M. Tuesday March 10th, 2015 for the following:

### Pavement Marking-2015-2017 Seasons Hot Mix Asphalt Paving

Detailed specifications may be obtained at the Delta County Road Commission Office.

Bids are to be in sealed envelopes plainly marked with the respective bid package.

The Board reserves the right to reject any and all bids and to make the award in any manner deemed to be in the best interest of the County. Any Facsimile Transmissions will not be acceptable.

Board of Delta County Road Commissioners

Pete Stropich, Chairman  
Randy Bjork, Vice Chairman  
Dennis Stanek, Commissioner  
Mike Larrabee, Commissioner  
Robert Aschbacher, Commissioner

2/16/15

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Randy Bjork, Vice Chairman  
Dennis Stanek, Commissioner  
Mike Larrabee, Commissioner  
Robert Aschbacher, Commissioner

2/16/15

## TO BIDDERS

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The Board reserves the right to reject any and all bids and to make the award in any manner deemed to be in the best interest of the County. Any Facsimile Transmissions will not be acceptable.

Board of Delta County Road Commissioners

Pete Stropich, Chairman  
Randy Bjork, Vice Chairman  
Dennis Stanek, Commissioner  
Mike Larrabee, Commissioner  
Robert Aschbacher, Commissioner

2/18/15

## TO BIDDERS

Bids will be received at the office of the Delta County Road Commission, 3000 32nd Ave. North, Escanaba, Michigan until 1:00 P.M. Tuesday March 10th, 2015 for the following:

### Pavement Marking-2015-2017 Seasons Hot Mix Asphalt Paving

Detailed specifications may be obtained at the Delta County Road Commission Office.

Bids are to be in sealed envelopes plainly marked with the respective bid package.

The Board reserves the right to reject any and all bids and to make the award in any manner deemed to be in the best interest of the County. Any Facsimile Transmissions will not be acceptable.

Board of Delta County Road Commissioners

Pete Stropich, Chairman  
Randy Bjork, Vice Chairman  
Dennis Stanek, Commissioner  
Mike Larrabee, Commissioner  
Robert Aschbacher, Commissioner

3/6/15

## TO BIDDERS

The City's of Escanaba and Gladstone and the Delta County Road Commission, will receive pavement marking bids until **1:00 P.M. Friday March 10, 2015**. Bids may be mailed to; 3000 32nd Ave. North, Escanaba, Michigan where they will be publicly opened and read.

### **Pavement Marking - 2015 - 2017 Seasons**

Detailed specifications may be obtained at the Delta County Road Commission Office. Bids are to be in sealed envelopes plainly marked with '**Pavement Marking Bid**'.

The City's of Escanaba and Gladstone and the Board of Delta County Road Commissioners reserve the right to reject any and all bids and to make the award in any manner deemed to be in the best interest of the municipality. Any Facsimile Transmissions will not be acceptable.

All Bids are prepared to afford all vendors the equal opportunity for fair and equitable competition. The City's of Escanaba and Gladstone and the Delta County Road Commission assume no liability or responsibility for any errors or oversights in the preparation and/or publication of bids.

City of Escanaba, Gladstone  
Board of Delta County Road Commissioners

**CITY'S OF ESCANABA AND GLADSTONE  
DELTA COUNTY ROAD COMMISSION  
PAVEMENT MARKING - 2015 - 2017 SEASONS**

1. All Paint will be applied in accordance with the MDOT 2012 Standard Specifications for construction section 811. Permanent Pavement Markings.
2. Application rates shall be in accordance with MDOT 2012 Standard Specifications for construction section 811 Table 811-1 Pavement Marking Material application Rates per Mile.
3. Minimum line width shall be 4 inches & maximum line width shall not exceed 4 1/4 inches unless otherwise approved by the City Engineer or the Manager of the Delta County Road Commission for their respective jurisdictions.
4. It is the Bidders responsibility to perform all traffic control operations according to the Michigan Manual for Traffic Control Devices (MMUTCD) during all painting operations.
5. Contractors are required to be State pre qualified for the type of application.
6. It is the bidders responsibility for the layout of the no passing zones. Any discrepancies from the current layout shall have concurrence of the Delta County Road Commission.
7. City's of Escanaba and Gladstone work to be completed prior to July 1, of each year

The successful bidder shall hold harmless, indemnify and defend in litigation the Delta County Road Commission and the City's of Escanaba and Gladstone and their agents & employees against all claims for damages to public or private property and for injuries to persons arising out of and during the progress and to completion of the work.

**INSURANCE**

The limits of public liability insurance for each Contractor shall be at least \$500,000 for injury to any one person and at least \$1,000,000 for injuries to more than one person in any one accident or occurrence.

Property damage limits shall be not less than \$500,000 for each accident, and aggregate amount of \$1,000,000.

Each Contractor shall maintain Contractor's Protective Public Liability and Property Damage Insurance, limits not less than \$500,000 for each person and \$1,000,000 for each accident or furnish certificates showing that each subcontractor is protected in the amounts given above for public liability and property damage.

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

**Each bidder is to furnish proof of insurance including the types and limits of coverage with their bid package.**

**Proposed date of initial striping** \_\_\_\_\_

**Name of company** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

## Delta County Road Commission 2015 SEASON

**Waterborne Application :**

SKIP-LINE	50 to 75 MILES	\$ _____	MILE
EDGE-LINE	100 to 200 MILES	\$ _____	MILE
NO PASSING	800,000 to 1,200,000 Ln. Ft.	\$ _____	LN.FT.
*RR CROSSING	10 to 15 EACH	\$ _____	EACH
**SCHOOL ZONE	0 to 5 EACH	\$ _____	EACH

**Polyurea Symbols**

*RR CROSSINGS	0-10 EACH	\$ _____	EACH
STOP BARS	0-400 FEET	\$ _____	FOOT
THRU ARROW SYMBOL	0-5 EACH	\$ _____	EACH
LEFT TURN ARROW	0-5 EACH	\$ _____	EACH
RIGHT TURN ARROW	0-5 EACH	\$ _____	EACH
ONLY SYMBOL	0-5 EACH	\$ _____	EACH
**SCHOOL SYMBOL	0-5 EACH	\$ _____	EACH
COMBINATION ARROW	0-5 EACH	\$ _____	EACH
6" CROSSWALK	0-5 EACH	\$ _____	EACH

**NORWEGIAN THERMOPLASTIC:**

NORSKILT RUMBLE STRIPS	0-500' LN.FT.	\$ _____	LN. FT.
NORSKILT SNOWMOBILE X-ING	0-1000 SQ FT	\$ _____	SQ. FT.
*RR OPTION	0 to 10 EACH	\$ _____	EACH

\* RR crossings to be complete, both sides of tracks including symbols and stop bars, and will be paid on an each basis per crossing. (6-2' stop bars and 2- RR symbols per each crossing).

\*\* School Zones to be complete, both lanes of travel one at each end of Zone

**SUBMITTED BY:**

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

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

BY: \_\_\_\_\_

PRINTED: \_\_\_\_\_

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

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

## Delta County Road Commission 2016 SEASON

**Waterborne Application :**

SKIP-LINE	50 to 75 MILES	\$ _____	MILE
EDGE-LINE	100 to 200 MILES	\$ _____	MILE
NO PASSING	800,000 to 1,200,000 Ln. Ft.	\$ _____	LN. FT.
*RR CROSSING	10 to 15 EACH	\$ _____	EACH
**SCHOOL ZONE	0 to 5 EACH	\$ _____	EACH

**Polyurea Symbols**

*RR CROSSINGS	0-10 EACH	\$ _____	EACH
STOP BARS	0-400 FEET	\$ _____	FOOT
THRU ARROW SYMBOL	0-5 EACH	\$ _____	EACH
LEFT TURN ARROW	0-5 EACH	\$ _____	EACH
RIGHT TURN ARROW	0-5 EACH	\$ _____	EACH
ONLY SYMBOL	0-5 EACH	\$ _____	EACH
**SCHOOL SYMBOL	0-5 EACH	\$ _____	EACH
COMBINATION ARROW	0-5 EACH	\$ _____	EACH
6" CROSSWALK	0-5 EACH	\$ _____	EACH

**NORWEGIAN THERMOPLASTIC:**

NORSKILT RUMBLE STRIPS	0-500' LN.FT.	\$ _____	LN. FT.
NORSKILT SNOWMOBILE X-ING	0-1000 SQ FT	\$ _____	SQ. FT.
*RR OPTION	0 to 10 EACH	\$ _____	EACH

\* RR crossings to be complete, both sides of tracks including symbols and stop bars, and will be paid on an each basis per crossing. (6-2' stop bars and 2- RR symbols per each crossing).

\*\* School Zones to be complete, both lanes of travel one at each end of Zone

**SUBMITTED BY:**

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

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

BY: \_\_\_\_\_

PRINTED: \_\_\_\_\_

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

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

## Delta County Road Commission 2017 SEASON

**Waterborne Application :**

SKIP-LINE	50 to 75 MILES	\$ _____	MILE
EDGE-LINE	100 to 200 MILES	\$ _____	MILE
NO PASSING	800,000 to 1,200,000 Ln. Ft.	\$ _____	LN. FT.
*RR CROSSING	10 to 15 EACH	\$ _____	EACH
**SCHOOL ZONE	0 to 5 EACH	\$ _____	EACH

**Polyurea Symbols**

*RR CROSSINGS	0-10 EACH	\$ _____	EACH
STOP BARS	0-400 FEET	\$ _____	FOOT
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LEFT TURN ARROW	0-5 EACH	\$ _____	EACH
RIGHT TURN ARROW	0-5 EACH	\$ _____	EACH
ONLY SYMBOL	0-5 EACH	\$ _____	EACH
**SCHOOL SYMBOL	0-5 EACH	\$ _____	EACH
COMBINATION ARROW	0-5 EACH	\$ _____	EACH
6" CROSSWALK	0-5 EACH	\$ _____	EACH

**NORWEGIAN THERMOPLASTIC:**

NORSKILT RUMBLE STRIPS	0-500' LN.FT.	\$ _____	LN. FT.
NORSKILT SNOWMOBILE X-ING	0-1000 SQ FT	\$ _____	SQ. FT.
*RR OPTION	0 to 10 EACH	\$ _____	EACH

\* RR crossings to be complete, both sides of tracks including symbols and stop bars, and will be paid on an each basis per crossing. (6-2' stop bars and 2- RR symbols per each crossing).

\*\* School Zones to be complete, both lanes of travel one at each end of Zone

**SUBMITTED BY:**

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

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

BY: \_\_\_\_\_

PRINTED: \_\_\_\_\_

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

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

## City of Escanaba BIDDER'S PROPOSAL – 2015-2017

City of Escanaba  
 Escanaba, MI 49829

We, the undersigned, agree to paint, approximately 150,000 linear feet of centerlines / edgelines (30,000 lift of White and 120,000 lift of Yellow) in accordance with the attached minimum specifications, which are part of this proposal:

ITEM OF WORK	2015	2016	2017
4" YELLOW Cost Per Linear Foot			
4" WHITE Cost Per Linear Foot			

All Work to be completed before July 1 of each year.

**SUBMITTED BY:**

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

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

BY: \_\_\_\_\_

PRINTED: \_\_\_\_\_

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

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

# City of Escanaba

## INSURANCE REQUIREMENTS

The Contractor shall furnish proof of insurance establishing minimum coverages as follows:

### Worker's Compensation

Coverage A	Statutory
Coverage B	\$100,000

### Comprehensive General Liability

Per occurrence	\$1,000,000	
General Aggregate	\$1,000,000	Prod-
ucts/completed operations		General Aggregate
\$1,000,000		

### Comprehensive Automobile Liability

Combined Single Limits \$1,000,000

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

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

## City of Gladstone BIDDER'S PROPOSAL – 2015-2017

City of Gladstone  
Gladstone, MI 49837

We, the undersigned, agree to paint, approximately 125,000 linear feet of centerlines / edgelines (60,000 lft of White and 65,000 lft of Yellow) in accordance with the attached minimum specifications, which are part of this proposal:

ITEM OF WORK	2015	2016	2017
4" YELLOW Cost Per Linear Foot			
4" WHITE Cost Per Linear Foot			

**All Work to be completed before July 1 of each year.**

**SUBMITTED BY:**

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

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

BY: \_\_\_\_\_

PRINTED: \_\_\_\_\_

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

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

NB#5  
CC 5-7-15

*816 Professional Suites*

*816 Ludington Street*

*Escanaba, MI 49829*

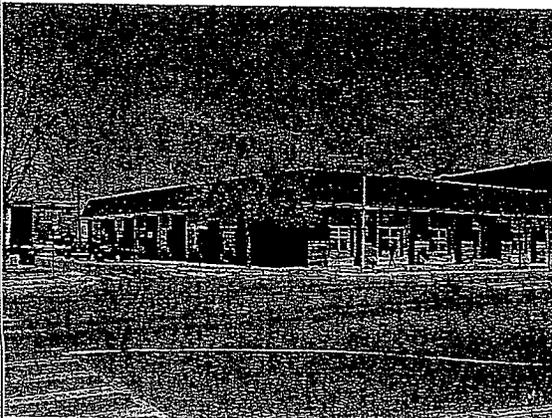
This letter is a request on behalf of 816 Professional Suites for a variance on the North 9<sup>th</sup> St. Street side of the building located at 816 Ludington St. for a wheel chair accessible ramp. This ramp is for a new entrance on the west side of the building to better serve the common area and access for the building.

Presently there is a 12' wide sidewalk along the entire 140' length of the building and a 4' set of stairs (see attached).

Thank you for your time and consideration.

Cory Pangborn

Grantor	Grantee	Sale Price	Sale Date	Inst. Type	Terms of Sale	Liber & Page	Verified By	Prcnt. Trans.			
	BEAUCHAMP	615,000	10/24/2007	WD	WD	898/663		0.0			
Property Address		Class: Commercial, 201	Zoning: 291	Building Permit(s)		Date	Number	Status			
816 LUDINGTON STREET		School: DISTRICT 21010									
Owner's Name/Address		P.R.E. 0%									
BEAUCHAMP DUANE ET AL 2212 6TH AVE S ESCANABA MI 49829		Map #:									
		2013 Est TCV 490,341 TCV/TFA: 35.02									
		X Improved	Vacant	Land Value Estimates for Land Table 91.LUDINGTON 201							
Tax Description		Public Improvements		* Factors *							
LOT 7 BLOCK 45 LOT 8 BLOCK 45 ORIGINAL PLAT 816 LUDINGTON STREET		Dirt Road		Description	Frontage	Depth	Front	Depth	Rate %Adj.	Reason	Value
Comments/Influences		Gravel Road		LUD FFA	100.00	140.00	0.5477	1.0000	650 100	100 X 140	35,602
		Paved Road		100 Actual Front Feet, 0.32 Total Acres				Total Est. Land Value =		35,602	
		Storm Sewer		Land Improvement Cost Estimates							
		Sidewalk		Description	Rate	CountyMult.	Size	%Good	Cash Value		
		Water		Commercial/Industrial Local Cost Land Improvements							
		Sewer		Description	Rate	CountyMult.	Size	%Good	%Arch.Mult	Cash Value	
		Electric		WATER&SEWER	2500.00	1.00	1.0	98	100	2,450	
		Gas		Total Estimated Land Improvements True Cash Value = 2,450							
		Curb									
		Street Lights									
		Standard Utilities									
		Underground Utils.									
		Topography of Site									
		X Level		Year	Land Value	Building Value	Assessed Value	Board of Review	Tribunal/Other	Taxable Value	
		Rolling		2013	17,801	227,370	245,171			245,171S	
		Low		2012	16,250	231,997	248,247			248,247S	
		X High		2011	32,500	232,460	264,960			244,080C	
		Landscaped		2010	0	240,000	240,000	240,000J		240,000C	
		Swamp									
		Wooded									
		Pond									
		Waterfront									
		Ravine									
		Wetland									
		Flood Plain									
		Who	When	What							
		DRN	02/05/2013	Data Enter							
		KD	05/17/2011	Inspected							
		KD	08/18/2010	Inspected							



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\*\*\* Information herein deemed reliable but not guaranteed\*\*\*

Desc. of Bldg/Section: LEASE SPACE Calculator Occupancy: Office Building		Class: C		Construction Cost		<<<<< Calculator Cost Computations >>>>> Class: C Quality: Average Percent Adj: +0 Base Rate for Upper Floors = 76.50 Parking Basement, Base Rate for Basement = 28.25 (10) Heating system: Forced Air Furnace Cost/SqFt: 0.00 100% Bsmnt Heating system: Ventilation only, Ducts/Blowers Cost/SqFt: 0.00 Elevator Adjustment (Applied to upper floors rate) Cost/Sq.Ft.: -1.50 Misc. Rate Adj.(for upper flrs): NO ELEVATOR Cost/Sq.Ft.: -1.50 Adjusted Square Foot Cost for Upper Floors = 73.50 Adjusted Square Foot Cost for Basement = 28.25 1 Stories Number of Stories Multiplier: 1.000 Average Height per Story: 10 Height per Story Multiplier: 0.950 Ave. Floor Area: 14,000 Perimeter: 480 Perim. Multiplier: 0.931 Basement Area: 14,000 Perimeter: 480 Basement Perim. Multiplier: 0.931 Basement Height: 10 Basement Height Multiplier: 0.950 Refined Square Foot Cost for Upper Floors: 65.01 Refined Square Foot Cost for Basement: 24.99 County Multiplier: 1.23, Final Square Foot Cost for Upper Floors = 79.959 for Basement = 30.732 Total Floor Area: 14,000 Base Cost New of Upper Floors = 1,119,422 Basement Area: 14,000 Base Cost New of Basement = 430,254 <<<<< Calculations too long. See Valuation printout for complete pricing. >>>>>	
Floor Area: 14,000 Stories Above Grd: 1 Average Sty Hght : 10 Bsmnt Wall Hght : 10 Depr. Table : 2% Effective Age : 44 Physical %Good: 41 Func. %Good : 100 Economic %Good: 80		High Above Ave. X Ave. Low ** ** Calculator Cost Data ** ** Quality: Average Adj: %+0 \$/SqFt: -1.5 Heat#1: Forced Air Furnace 100 Heat#2: Forced Air Furnace 0% Ave. SqFt/Story: 14000 Ave. Perimeter: 480 Has Elevators:		*** Basement Info *** Area: 14000 Perimeter: 480 Type: Parking Heat: Ventilation only, Ducts/Blowers * Mezzanine Info * Area #1: Type #1: Office Area #2: Type #2: Office * Sprinkler Info * Area: 14000 Type: Low		1922 Year Built 2011 Remodeled 10 Overall Bldg Height Comments: EAST 1/3 OF BUILDING REMODELED FOR VETERANS OFFICES IN 2011-RAISED DRYWALL CEILING, CARPETED FLOORS & FLOURESCENT LIG	
(1) Excavation/Site Prep:		(7) Interior: X Frame, Offices Buildings, Class C,D,S		(11) Electric and Lighting:		(39) Miscellaneous:	
(2) Foundation: Poured Conc Brick/Stone X Block X Class C, Bearing Walls		(8) Plumbing: Many Above Ave. Average Typical Few None Total Fixtures 3-Piece Baths 2-Piece Baths Shower Stalls Toilets Urinals Wash Bowls Water Heaters Wash Fountains Water Softeners		Outlets: Fixtures: X Few Average Many Unfinished Typical X Few Average Many Unfinished Typical			
(3) Frame:		X Typical, Office Buildings		Flex Conduit Rigid Conduit X Armored Cable Non-Metalic Bus Duct		Incandescent Fluorescent Mercury Sodium Vapor Transformer	
(4) Floor Structure: X Concrete, Lift Slab		(9) Sprinklers:		(13) Roof Structure: Slope=0		(40) Exterior Wall: Thickness Bsmnt Insul.	
(5) Floor Cover: X Carpet and Pad		(10) Heating and Cooling: X Gas Oil Coal Stoker Hand Fired Boiler		(14) Roof Cover:			
(6) Ceiling: X Acoustical Ceilings, Tile or Panel X Suspended Ceiling, Add							

\*\*\* Information herein deemed reliable but not guaranteed\*\*\*

# SKETCH/AREA TABLE ADDENDUM

Parcel No 816LUDS

File No 051-010-2929-301-006

Property Address 816 LUDINGTON STREET

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Owner \_\_\_\_\_

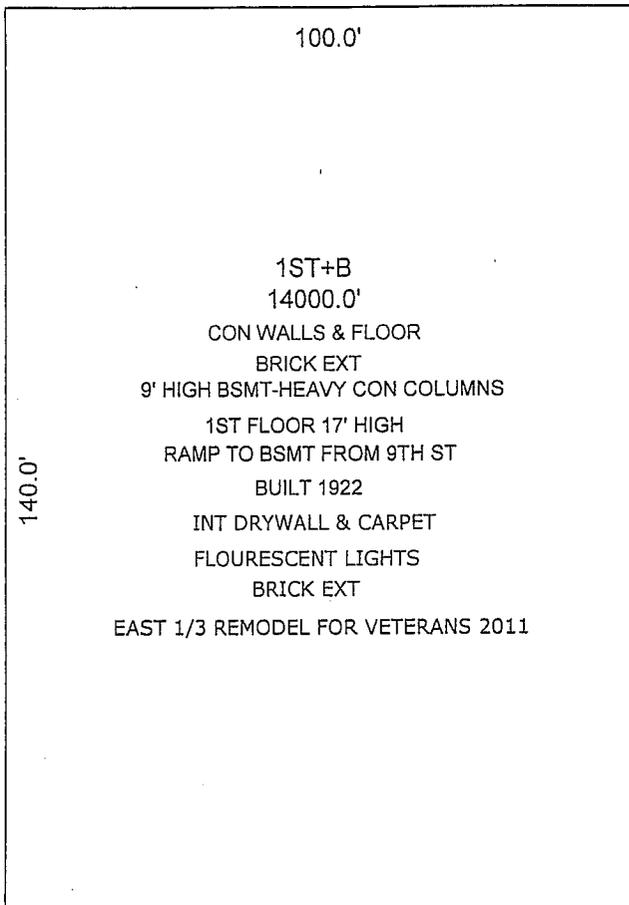
Client \_\_\_\_\_

Appraiser Name KEVIN DUBORD Inspection Date DRAWN 5-18-11

JEOP

IMPROVEMENTS SKETCH

NORTH 9TH ST



816 LUDINGTON STREET

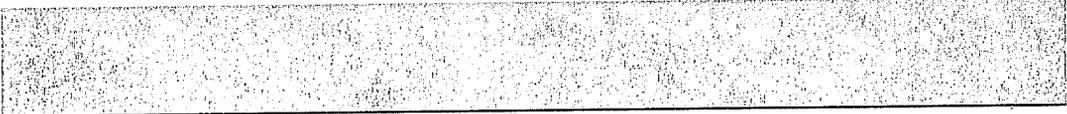
Scale: 1 = 30

AREA CALCULATIONS

### AREA CALCULATIONS SUMMARY

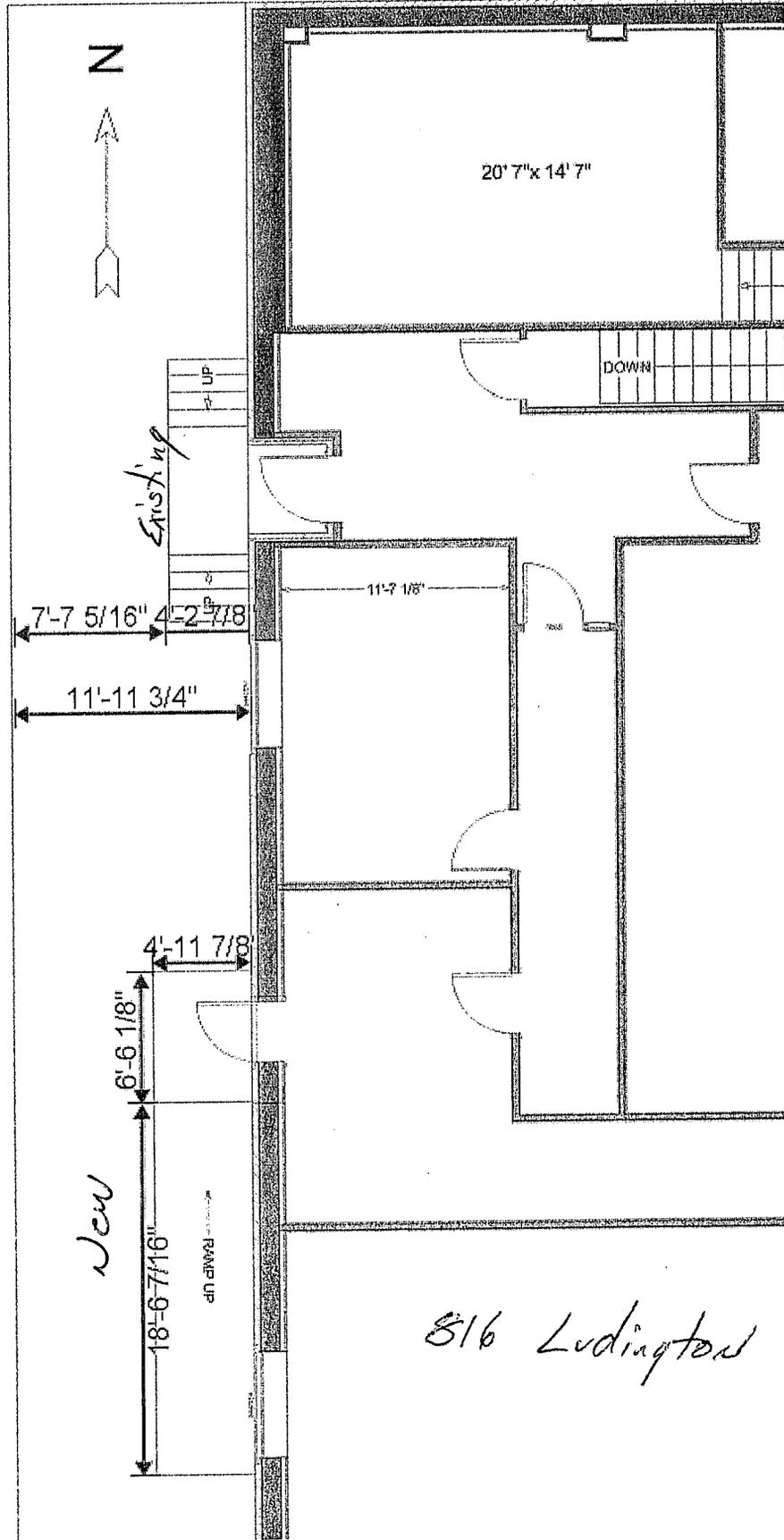
Code	Description	Factor	Net Size	Perimeter	Net Totals
GLA1	1ST+B	1.00	14000.0	480.0	14000.0
Net LIVABLE Area (rounded w/ factors)					14000

### Comment Table 1

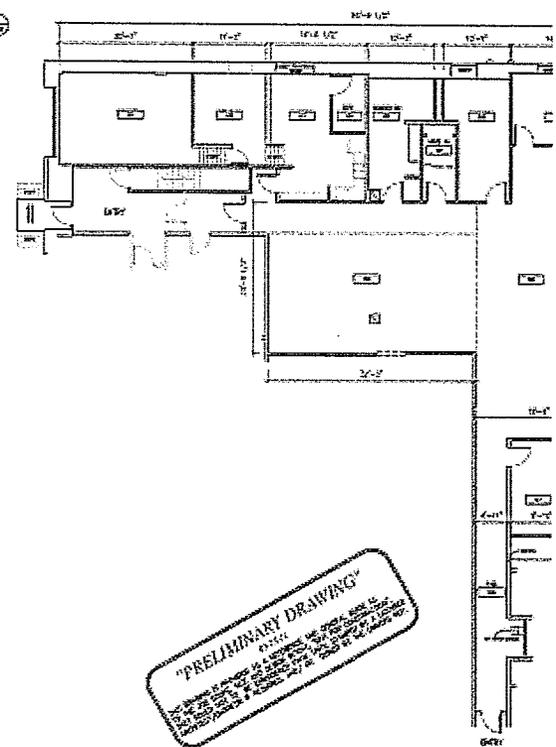
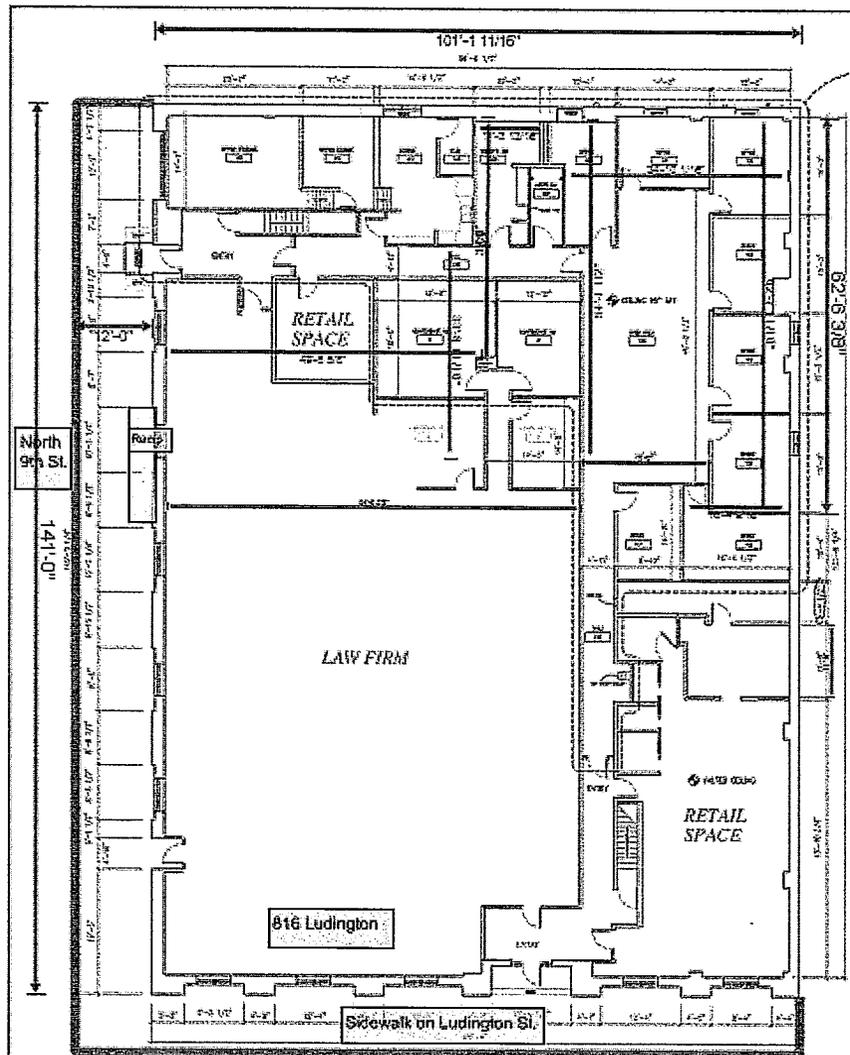



Paragon - Facilities Management, 5522 G.L. Blvd. Emahiser, LP 49279 4/12/2012 14:20:40

*N. 9th St.*

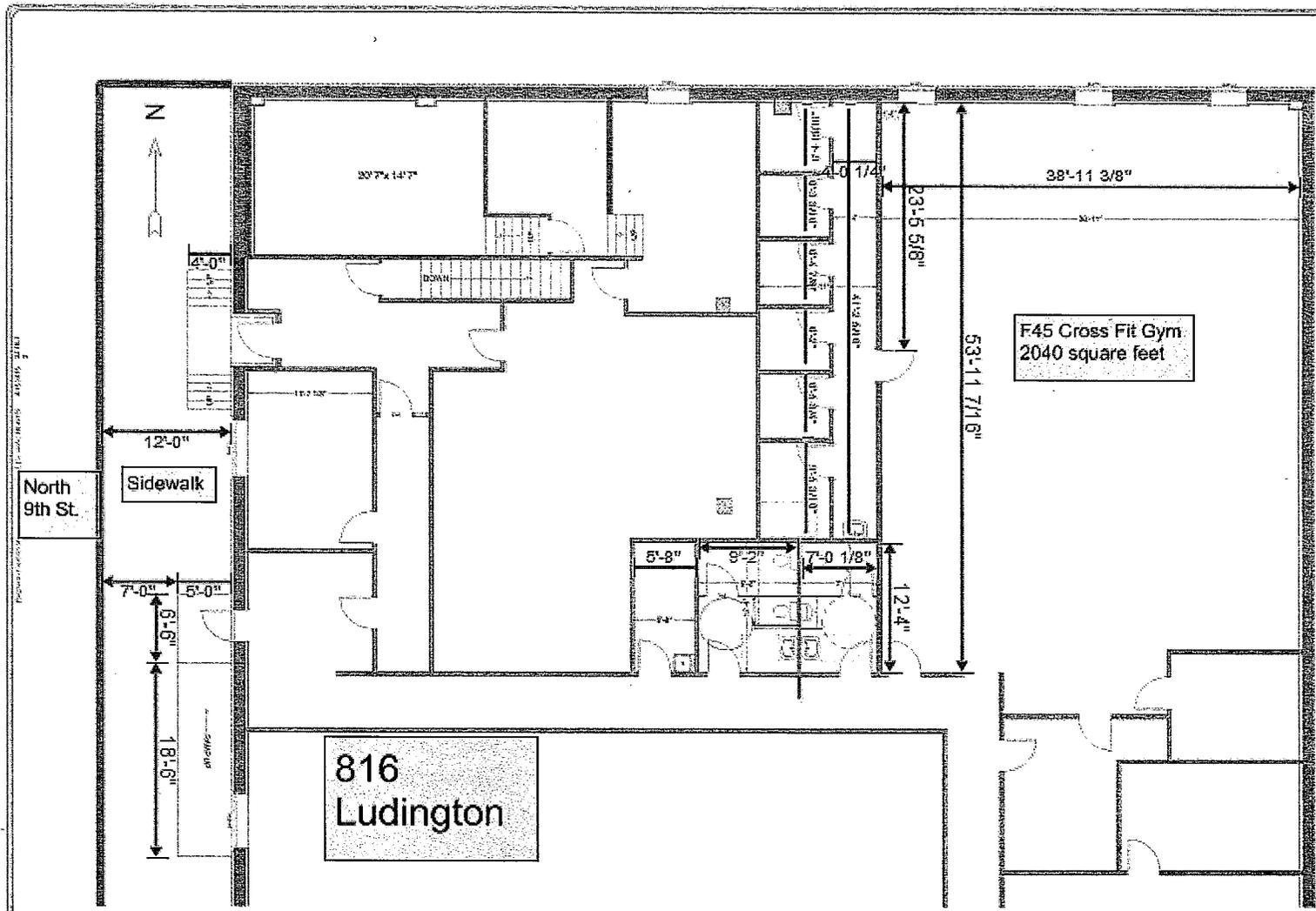


*816 Ludington*



**"PRELIMINARY DRAWING"**  
 THIS DRAWING IS A PRELIMINARY DRAWING AND IS NOT TO BE USED FOR CONSTRUCTION OR FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT.  
 DATE: 01/11/11

FLOOR PLAN OF SPACE  
 SCALE: 1/8" = 1'-0"  
 11/11/10



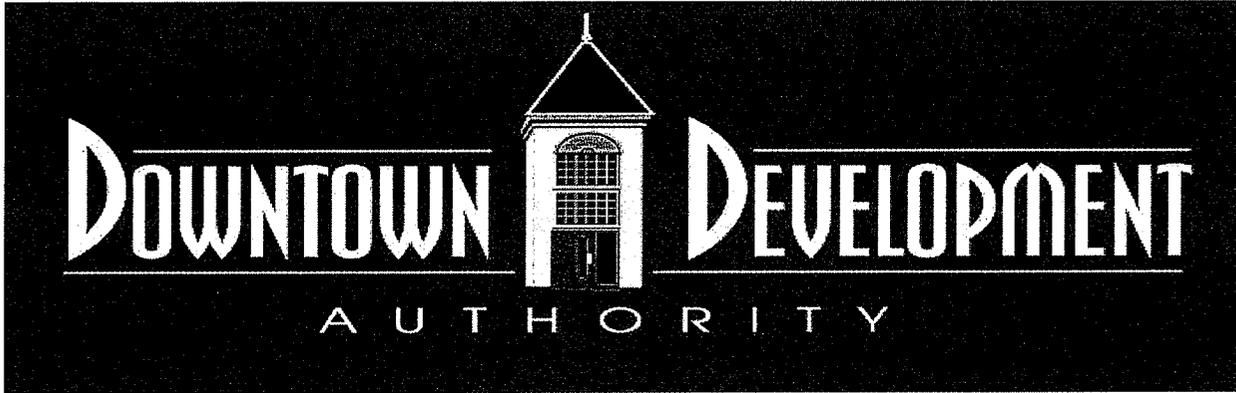
North 9th St.

Sidewalk

F45 Cross Fit Gym  
2040 square feet

816  
Ludington

NB # 6  
CC 5-7-15



April 28, 2015

Mr. James O'Toole, City Manager  
City of Escanaba  
P.O. Box 948  
Escanaba, MI 49829

Dear Mr. O'Toole,

The Escanaba DDA is requesting to block off the street from the intersection of 1100 and Ludington to 1st Avenue South for the purpose of holding Ribfest on May 29, 2015. The Street Closure will be from 11:00 a.m. to 8:00 p.m. Barricades would be put up at 11:00 a.m. to allow for the placement of a tent and also for rib vendors to set up. We will also be setting up a stage for music.

Thanks for your cooperation,

If you have any questions, please contact the DDA Office at 789-8696

Sincerely,

Ed Legault, Executive Director  
Escanaba Downtown Development Authority

## PROCLAMATION

### 100th year of the Escanaba Country Club

- Whereas,** This year, the Escanaba Country Club opens for the 100th Season; and
- Whereas,** The Escanaba Country Club is the oldest golf course in Delta County; and
- Whereas,** The Escanaba Country Club has been an element in the lives of many citizens through the years. Generations of local families have enjoyed the course since it was founded in 1915; and
- Whereas,** The course, originally nine holes, was renovated in 1991 and expanded to 18 holes; and
- Whereas,** The members of the Escanaba Country Club have always enjoyed great golf, fun events & delicious food. Many golfers learned the game with their family at the Club over the years. The Club sees many former residents return home for many of the signature events during the summer. The events always have a reunion type feel to them; and
- Whereas,** The Escanaba Country Club has also been involved with many of the Class Reunions in the area. The Club has provided some great memories over the years for anyone that attends the events; and
- Whereas,** The Escanaba Country Club is planting seeds for the next generation of golfers. They continue to schedule clinics for younger golfers, and the Club is a very active supporter for both Junior & High School golf.

**NOW, THEREFORE, BE IT PROCLAIMED,** that I, Marc D. Tall, Mayor for the City of Escanaba, County of Delta, State of Michigan, commend the Escanaba Country Club for their community involvement during its first 100 years and as they continue to instill the values the game of golf teaches our next generation of golfers.

IN WITNESS WHEREOF, I have hereunto set my  
Hand and the official seal of the City of Escanaba.

**Marc D. Tall**  
Mayor

