



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. Sattlem, 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 21, 2015, at 7:00 p.m.

CALL TO ORDER

ROLL CALL

INVOCATION/PLEDGE OF ALLEGIANCE – Pastor Jacob Comer of New Life Assembly of God Church

APPROVAL/CORRECTION(S) TO MINUTES – Regular Meeting – May 7, 2015

APPROVAL/ADJUSTMENTS TO THE AGENDA

CONFLICT OF INTEREST DECLARATION

BRIEF PUBLIC COMMENT

PUBLIC HEARINGS

1. Public Hearing and Adoption – FY 2015-16 Budget.

Explanation: The Council has conducted five (5) public hearings and two (2) budget work sessions to set a proposed FY2015-16 operating budget. This is the final public hearing on the FY 2015-16 City operating budget and will establish a City millage rate of 17.00 mills.

UNFINISHED BUSINESS – None

NEW BUSINESS

1. First Reading of Ordinance No. 1157, the Appropriations Ordinance, Including the Millage Rate of 17.00 Mills and Setting the Date of Thursday, May 28, 2015, for the Second Reading, Public Hearing, and Adoption.

Explanation: Once the City Council approves the budget, the Council must approve a tax levy and authorize appropriations to implement the budget. Administration is recommending a special meeting for Thursday, May 28, 2015, at 8:00 a.m. be scheduled for the second reading, public hearing, and adoption of the Appropriations Ordinance No. 1157.

2. First Reading of Ordinance No. 1158, the Tax Levy Ordinance, and Setting the Date of Thursday, May 28, 2015, for the Second Reading, Public Hearing and Adoption.

Explanation: Section 9, Chapter VIII, of the City Charter requires the City, by Ordinance, levy taxes that may be necessary to meet the appropriations' needs. Administration is recommending a special meeting for Thursday, May 28, 2015, at 8:00 a.m. be scheduled for the second reading, public hearing, and adoption of Tax Levy Ordinance No. 1158.

- 3. First Reading of Ordinance No. 1159, the Electric Rate Ordinance, and Setting the Date of Monday, June 1, 2015, for Second Reading, Public Hearing, and Adoption.**
Explanation: Annually, the City Council sets electric utility rates for the next fiscal year. Council is asked to consider this the first reading of Ordinance No. 1159 and to schedule the second reading and public hearing for June 1, 2015, at 8:00 a.m.
- 4. First Reading of Ordinance No. 1160, the Wastewater Rate Ordinance, and Setting the Date of Monday, June 1, 2015, for the Second Reading, Public Hearing, and Adoption.**
Explanation: Annually, the City Council sets wastewater utility rates for the next fiscal year. Council is asked to consider this the first reading of Ordinance No. 1160 and to schedule the second reading and public hearing for June 1, 2015, at 8:00 a.m.
- 5. First Reading of Ordinance No. 1161, the Water Rate Ordinance, and Setting the Date of Monday, June 1, 2015, for Second Reading, Public Hearing, and Adoption.**
Explanation: Annually, the City Council sets water utility rates for the next fiscal year. Council is asked to consider this the first reading of Ordinance No. 1161 and to schedule the second reading and public hearing for June 1, 2015, at 8:00 a.m.
- 6. First Reading of Ordinance No. 1162, the Solid Waste Ordinance, and Setting the Date of Monday, June 1, 2015, for the Second Reading, Public Hearing, and Adoption.**
Explanation: Annually, the City Council sets solid waste rates for the next fiscal year. Council is asked to consider this the first reading of Ordinance No. 1162 and to schedule the second reading and public hearing for June 1, 2015, at 8:00 a.m.
- 7. Approval – Use of Public Space – North Shore Boat Launch – Bay de Noc Great Lakes Sports Fisherman (GLSF) Bass Tournament.**
Explanation: GLSF is requesting use of the North Shore Boat Launch on July 18, 2015, for a GLSF Bass Tournament. Administration is recommending approval of the request contingent upon the following: 1) Proper insurance is provided naming the City of Escanaba as an additional insured and 2) event sponsors provide all labor material and cleanup at the conclusion of the event.
- 8. Approval - Recreation Water Equipment Vendor - Aronson Island Beach House.**
Explanation: Administration is seeking Council approval to award Mish Watersports, LLC. of Escanaba, Michigan, the 2015 recreational water equipment concession which will be located at the Aronson Island Beach House facility in Ludington Park.
- 9. Approval - Janitorial Services - City Hall/Library Complex.**
Explanation: Administration is seeking Council approval to award a 1 year janitorial services contract for the City Hall/Library Complex to Hi Tec Building Services of Jenison, Michigan in the amount of \$38,400. Under the terms of their proposal, Hi Tec Building Services will provide all janitorial supplies, custodial services and sidewalk snow removal.
- 10. Approval – Workers Compensation Excess Insurance.**
Explanation: Administration is requesting Council authorization for a two year renewal of its workers compensation excess insurance policy with Midwest Employers Casualty at an annual premium of \$147,309.

11. Approval – Workers Compensation Third Party Administrative Services.

Explanation: Administration is requesting Council authorization for a three year renewal of its workers compensation, third party administrative services agreement with Comprehensive Risk Services. The renewal rate is to remain at the current annual rate of \$7,200 plus expenses and plus cost for claims above the quoted threshold.

12. Approval – Water/Wastewater Chemical Purchases.

Explanation: Administration is seeking Council approval on the following chemical bids:

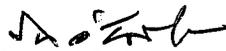
1. **Wausau Chemical Co., Wausau, WI.** Award of a bid to furnish approximately 35,000 pounds of Hydrofluosilicic acid for use in drinking water treatment of \$44.15 /cwt in 2750 pound totes.
2. **ChemTrade Chemicals US, LLC, Parsippany, NJ.** Award of bid to furnish approximately 100 net tons of Aluminum Sulfate liquid in the amount of \$309.00 per dry ton.
3. **BHS Marketing, LLC, Salt Lake City, UT.** Award of bid to furnish approximately 95 tons of Soda Ash in 50 pound bags for use in drinking water treatment in the amount of \$18.746/ cwt 50lb bags.
4. **Kirmira Water Solutions, Inc. Lawrence, KS.** Award of bid to furnish approximately 50 tons of dry weight Ferric Chloride in the amount of \$579.00 / dry ton.
5. **Hydrite Chemical Company, Oshkosh, WI.** Award of bid to furnish approximately 10 tons of liquid Chlorine in amount of \$59.50 per cwt in ton cylinders.
6. **Hawkins Inc., Roseville, MN.** Award of bid to furnish approximately 10 tons of liquid Chlorine in amount of \$59.50 per cwt in 150 pound cylinders.
7. **Thatcher Co, Salt Lake City, UT.** Award of bid to furnish Powdered Activated Carbon in the amount of \$0.839 per pound bagged.

13. 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
ADJOURNMENT

Respectfully Submitted


James V. O'Toole
City Manager

**OFFICIAL PROCEEDINGS
CITY COUNCIL
CITY OF ESCANABA, MICHIGAN
Regular Council Meeting
Thursday, May 7, 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.

Pastor Chris Johnson of Christ the King Lutheran Church, gave the invocation and led Council in the Pledge of Allegiance.

Sattem moved, Blasier seconded, **CARRIED UNANIMOUSLY**, to approve Special Meeting Minutes from April 13, 2015, Special Meeting Minutes from April 14, 2015, and Regular Meeting Minutes from April 16, 2015, as submitted.

ADJUSTMENTS TO THE AGENDA

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

CONFLICT OF INTEREST DECLARATION – None

BRIEF PUBLIC COMMENT – None

PUBLIC HEARINGS

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

Council conducted a Public Hearing and scheduled the final public hearing and approval of the 2015-16 City budget for May 21, 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 Beauchamp moved, Sattem seconded, **CARRIED UNANIMOUSLY**, to set May 21, 2015, as the final public hearing and approval of the 2015-16 City Fiscal Year Budget.

Escanaba Deep Freeze Community Development Block Grant (CDBG) Urgent Need Grant Close-out.

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 was completed and the City was required to conduct a public hearing to close out the grant. Additionally, Council approval of the following mandated CDBG polices were 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.

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-2 Blasier moved, Baribeau seconded, to approve Community Development Block Grant Procurement Policy, Economic Opportunities Policy for Section 3 Covered Contracts, and a policy prohibiting the use of excessive force against non-violent civil rights demonstrators.

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

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

MOTION CARRIED.

UNFINISHED BUSINESS – None

NEW BUSINESS

Contract Approval – Roof Replacement – Catherine Bonifas Civic Center.

Administration sought 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.

Manager O'Toole reviewed specifics of the roof replacement bid which included the following:

- The Roof Replacement Bid Budget was \$100,000;
- After reviewing the bid to possibly eliminate bid items, it was recommended by Administration and Bittner Engineering that there would be a better return on investment not to eliminate any items;
- Administration recommended using the remaining Bonifas Trust Funds and additional funds from the General Fund for the project;

- At the conclusion of these repairs, the Bonifas Trust Fund would be depleted.

NB-1 Sattem moved, Blasier seconded, to approve 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.

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

Ayes: Sattem, Blasier, Beauchamp, Baribeau, Tall

Nays: None

MOTION CARRIED.

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

The Upper Peninsula Steam and Gas Association sought 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 intended on conducting a quilt raffle over the summer.

NB-2 “By Council Member Blasier, seconded by Council Member Beauchamp;

Resolved, That the Upper Peninsula Steam and Gas Association, is hereby recognized as a nonprofit organization operating in the community for the purpose of obtaining a charitable gaming license from the State of Michigan.”

The vote was as follows:

Ayes: Blasier, Beauchamp, Baribeau, Sattem, Tall

Nays: None

RESOLUTION DECLARED ADOPTED.

Approval – Whitetail Industrial Park – Installation of Internet Backbone.

Administration sought 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 19th 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.

NB-3a After discussion, Blasier moved, Sattlem seconded, to 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 19th Avenue North.

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

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

MOTION CARRIED.

NB-3b Beauchamp moved, Blasier seconded, to award 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.

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

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

MOTION CARRIED.

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

Administration sought Council approval of 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 the annual work. After review of the bid, Administration recommended approval of a three (3) year contract with PK Contracting of Lake City, Michigan, for the unit prices as listed. This item was included in the current fiscal year budget.

NB-4 Blasier moved, Sattlem seconded, to approve of a three (3) year contract with PK Contracting of Lake City, Michigan, for the unit prices as listed.

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

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

MOTION CARRIED.

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

Mr. Cory Pangborn, 816 Ludington Street, sought 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 would encroach the public sidewalk by approximately 5' (+/-) X 18' (+/-) leaving approximately 8 feet (+/-) of sidewalk free from obstruction.

NB-5 Beauchamp moved, Sattem seconded, **CARRIED UNANIMOUSLY**, to approve to construct a 5' (+/-) x 18'6' (+/-) handicap ramp on City right-of-way (sidewalk) on the North 9th Street side of the building.

Approval – Street Closure – 100 Block South 11th Street from Ludington Street to 1st Avenue South – Krusin Klassic Rib-Fest.

The Downtown Development Authority (DDA) requested Council approval to close the 100 block of South 11th Street from Ludington Street to 1st 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.

NB-6 Baribeau moved, Blasier seconded, **CARRIED UNANIMOUSLY**, to approve a request from the Downtown Development Authority (DDA) to close the 100 block of South 11th Street from Ludington Street to 1st Avenue on May 29, 2015, from 11:00 a.m. to 8:00 p.m. for the annual Krusin Klassic Rib-Fest event.

Update – Power Generation – City Manager’s Office.

Manager O’Toole updated the Council and public on the latest developments related to the Escanaba Power Plant and the Upper Peninsula electrical situation in general.

Manager O’Toole advised negotiations for the Power Plant Sale with Sterling Energy was proceeding with the letter of intent and term sheet prepared. The City released a Request for Proposal, due May 28, 2015, for any other interested parties who wished to purchase the Power Plant, and a Special Council Meeting was scheduled for Monday, May 11, 2015, with State Senator Tom Casperson. Senator Casperson would be present to discuss the intent and concept of Senate Bill 282, which was a bill to regulate the siting and construction of certain electric transmission lines; to prescribe powers and duties of certain state and local entities and officials; to create a board; to prescribe the board’s powers and duties; and to provide certain fees.

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

Mayor Tall, with Council consensus, appointed Joe Kaplan to the Recreation Advisory Board, term ending June 2018.

BOARD, COMMISSION, AND COMMITTEE REPORTS

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

GENERAL PUBLIC COMMENT

Pat Rudden and Pasque Warstler of the Bonifas Fine Arts Center thanked Council for the City's cooperation, support and annual contribution in the 2015/16 Fiscal Year Budget.

ANNOUNCEMENTS

- Mayor Tall Proclaimed – Head Start Month, May 2015;
- Mayor Tall Proclaimed – 100 years of the Escanaba Country Club.

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

Respectfully submitted

Robert S. Richards, CMC
City Clerk

Approved: _____
Marc D. Tall, Mayor

ORDINANCE NO. 1157

NB#1
CC 5-21-15

"AN ORDINANCE TO MAKE APPROPRIATIONS AND CORRESPONDING REVENUES FOR THE YEAR ENDED JUNE 30, 2016."

THE CITY OF ESCANABA ORDAINS:

The total number of mills of ad valorem property taxes to be levied for fiscal year 2015/2016 is 17.00.

CHAPTER I

Section 101. That there is hereby appropriated by the City of Escanaba to various departments and funds for specific purposes, the several amounts set forth in the following tabulation, to be expended in accordance with the budget as approved, except that the City Manager is hereby empowered to transfer appropriations between activities and objects of expenditures, subject to the limitation imposed by Chapter VIII, Section 8, of the City Charter. The appropriations and revenues set forth are for the fiscal year ending June 30, 2016.

GENERAL FUND

Revenues:

Taxes	\$5,189,250
Licenses and Permits	2,000
Intergovernmental	1,437,000
Charges for Services/Fines	313,400
Electric Utility Fund Contribution	463,624
Transfer from Land Development Fund	60,000
Transfer from DDA Fund	5,000
Transfer from Office Equipment Fund	39,200
Transfer from Health/Dental Fund	0
Transfer from Sanitary Landfill Fund	220,500
Miscellaneous Revenues	135,350
Subtotal	\$7,865,324
Transfer from Fund Balance	\$46,734
Total General Fund Revenues	\$7,912,058

Expenditures:

City Council	\$30,020
City Manager	205,552
Elections	18,815
City Controller	268,089
Auditors	17,250
Assessors	256,784
Attorneys	51,500
City Clerk	135,198
Human Resources	117,765
Bd. of Review	2,450
City Treasurer	247,201
Billing	322,723
City Hall and Grounds	81,252
Civic Center	58,424
Community Promotional	5,148
Celebration Flags	3,090
Fourth of July	20,620
Public Safety	4,245,329
Community Preservation	70,016
Crossing Guards	25,000
Planning Commission	9,800
Care of Trees and Shrubs	77,764
Sidewalks	7,000
Engineers	275,271
Street Lighting	162,500
Sanitary Landfill	222,000
Solid Waste Collection	398,702
Composting Activities	56,896
Snow Plowing for Garbage Collection	19,070
Community Services	16,148
Recreation	432,084
Parks	196,975
Band	40,035
Historical Museum	250
Tourism Promotion	11,650
Boat Launches	15,132
Alley Maintenance	7,719
Transfer to Local Street Fund	151,000
Transfer to Parking Maintenance Fund	18,000
Transfer to Library Fund	400,000
Transfer to Escanaba Building Authority Fund	152,100
Insurance/Bonds	3,000

Ordinance No 1157 – cont.

Sub-total	\$8,855,322
Less: Overhead to Utilities	<u>943,264</u>
Total General Fund Expenditures	<u>\$7,912,058</u>

MAJOR STREET FUND

Revenues:	
State Shared Revenues	\$744,000
Interest Earnings	<u>25,000</u>
Sub-total	\$769,000
Transfer from Fund Balance	<u>45,839</u>
Total Major Street Fund Revenues	<u>\$814,839</u>
Expenditures:	
Operating Expenses	\$599,839
Street Construction	<u>150,000</u>
Transfer to Local Street Fund	<u>65,000</u>
Total Major Street Fund Expenditures	<u>\$814,839</u>

LOCAL STREET FUND

Revenues:	
State Shared Revenues	\$250,000
Interest Earnings	8,000
Transfer from General Fund	151,000
Transfer from Major Street Fund	65,000
Transfer from Gas Retirement Fund	<u>17,000</u>
Sub-total	\$491,000
Transfer from Fund Balance	<u>32,386</u>
Total Local Street Fund Revenues	<u>\$523,386</u>
Expenditures:	
Operating Expenses	\$373,386
Street Construction	<u>150,000</u>
Total Local Street Fund Expenditures	<u>\$523,386</u>

LIBRARY FUND

Revenues:	
State Funding	\$15,500
Penal Fines Allocation	100,000
Fines and Fees	18,000
Interest Earnings	1,750
Transfer from General Fund	<u>400,000</u>
Sub-Total	\$535,250
Transfer from Fund Balance	<u>23,826</u>
Total Library Fund Revenues	<u>\$559,076</u>
Expenditures:	
Operating Expenditures	\$559,076
Total Library Fund Expenditures	<u>\$559,076</u>

BEZOLD TRUST FUND

Revenues:	
Interest Earnings	\$4,350
Transfer from Fund Balance	<u>5,650</u>
Total Bezold Trust Fund Revenues	<u>\$10,000</u>
Expenditures:	
Qualifying Expenditures	\$10,000
Total Bezold Trust Fund Expenditures	<u>\$10,000</u>

GAS RETIREMENT FUND

Revenues:	
Interest Earnings	\$18,000
Total Gas Retirement Fund Revenues	<u>\$18,000</u>
Expenditures:	
Transfer to Local Street Fund	<u>\$17,000</u>
Total Gas Retirement Fund Expenditures	<u>\$17,000</u>

SANITARY LANDFILL FUND

Revenues:	
Revenue from Sales	\$220,000
Penalties on Collections	1,200
Interest Earnings	<u>500</u>
Total Sanitary Landfill Fund Revenues	<u>\$221,700</u>

Ordinance No 1157 – cont.

Expenditures:

Transfer to General Fund	\$220,500
Bad Debt Expense	100
Administrative Expense	<u>150</u>
Total Sanitary Landfill Fund Expenditures	<u>\$220,750</u>

CATHERINE BONIFAS TRUST FUND

Revenues:

Interest Earnings	\$200
Transfer from Fund Balance	<u>0</u>
Total Catherine Bonifas Trust Fund Revenues	<u>\$200</u>

Expenditures:

Roof Replacement Project	<u>\$0</u>
Total Catherine Bonifas Trust Fund Expenditures	<u>\$0</u>

DOWNTOWN DEVELOPMENT AUTHORITY (DDA) FUND

Revenues:

State Grant	\$450,000
TIF Tax Collections	255,000
State Reimbursement of Lost PPT	20,000
Interest Earnings	4,500
Miscellaneous Income	2,500
Loan Proceeds	<u>620,000</u>
Sub-Total	\$1,352,000
Transfer from Fund Balance	<u>95,950</u>
Total DDA Fund Revenues	<u>\$1,447,950</u>

Expenditures:

Wages & Benefits	\$92,500
Supplies	3,200
Professional Services	52,250
Property Rehabilitation Payments	2,000
Telephones	2,600
Travel	500
Promotion	25,500
Printing and Publishing	600
Insurance	1,100
Utilities	3,000
Repairs and Maintenance	83,400
Equipment Rental	2,800
Memberships & Dues	500
Education and Training	500
Capital Outlay-Building Improvements	1,170,000
Capital Outlay-Equipment	2,000
Books, Magazines and Periodicals	500
Debt Service Payments	0
Transfer to Marina Fund	<u>5,000</u>
Total DDA Fund Expenditures	<u>\$1,447,950</u>

HOUSING REHABILITATION FUND

Revenues:

Interest Earnings	\$3,500
Total Housing Rehabilitation Fund Revenues	<u>\$3,500</u>

Expenditures:

Administrative Expense	<u>\$1,000</u>
Total Housing Rehabilitation Fund Expenditures	<u>\$1,000</u>

DELTA COUNTY CENTRAL DISPATCH AUTHORITY (DCCDA) FUND

Revenues:

DC Central Dispatch Authority Contract	\$792,869
Total DCCDA Fund Revenues	<u>\$792,869</u>

Expenditures:

Dispatching Operations	\$792,869
Total DCCDA Fund Expenditures	<u>\$792,869</u>

LAND DEVELOPMENT FUND

Revenues:

Land Sales/Rent Income	\$0
Timber/Sand Sales	5,000
Interest Earnings	<u>37,500</u>
Sub-Total	\$42,500
Transfer from Fund Balance	<u>43,000</u>
Total Land Development Fund Revenues	<u>\$85,500</u>

Ordinance No 1157 – cont.

Expenditures:	
Property Improvements	\$7,500
Administrative Costs	1,500
Professional Services	10,000
Property Taxes	6,500
Transfer to General Fund	<u>60,000</u>
Total Land Development Fund Expenditures	<u>\$85,500</u>

PARKING MAINTENANCE FUND

Revenues:	
D.D.A. Fund Contractual	\$25,000
Transfer from General Fund	<u>18,000</u>
Total Parking Maintenance Fund Revenues	<u>\$43,000</u>

Expenditures:	
D.D.A. Lot Expenditures	\$25,000
City Lot Expenditures	<u>18,000</u>
Total Parking Maintenance Fund Expenditures	<u>\$43,000</u>

E.D.A. REVOLVING LOAN FUND

Revenues:	
Interest Earnings	\$20,000
Total E.D.A.R.L.F. Revenues	<u>\$20,000</u>

Expenditures:	
Administrative Costs	\$1,500
Total E.D.A.R.L.F. Expenditures	<u>\$1,500</u>

M.S.C REVOLVING LOAN FUND

Revenues:	
Interest Earnings	\$5,000
Total M.S.C.R.L.F. Revenues	<u>\$5,000</u>

Expenditures:	
Administrative Costs	\$1,500
Total M.S.C.R.L.F. Expenditures	<u>\$1,500</u>

U.D.A.G. REVOLVING LOAN FUND

Revenues:	
Interest Earnings	\$48,000
Total U.D.A.G.R.L.F. Revenues	<u>\$48,000</u>

Expenditures:	
Administrative Costs	\$1,500
Total U.D.A.G.R.L.F. Expenditures	<u>\$1,500</u>

FARMERS HOME GRANT FUND

Revenues:	
Interest Earnings	\$750
Total Farmers Home Grant Fund Revenues	<u>\$750</u>

Expenditures:	
Administrative Costs	\$200
Total Farmers Home Grant Fund Expenditures	<u>\$200</u>

DRUG LAW ENFORCEMENT FUND

Revenues:	
Forfeiture Proceeds	\$0
Local Forfeiture Proceeds	2,000
Interest Earnings	300
Sub-Total	\$2,300
Transfer from Fund Balance	<u>9,700</u>
Total Drug Law Enforcement Fund Revenues	<u>\$12,000</u>

Expenditures:	
Transfer to UPSET	\$10,000
City Expenditures	<u>2,000</u>
Total Drug Law Enforcement Fund Expenditures	<u>\$12,000</u>

BROWNFIELD REDEVELOPMENT FUND

Revenues:	
TIF Tax Collections	\$54,875
Interest Earnings	<u>100</u>
Sub-Total	<u>\$54,975</u>

Ordinance No 1157 – cont.

Transfer from Fund Balance	900
Total Brownfield Redevelopment Fund Revenues	<u>\$55,875</u>

Expenditures:

Administrative Expenses	\$1,000
Developer Reimbursements	<u>54,875</u>
Total Brownfield Redevelopment Fund Expenditures	<u>\$55,875</u>

The following is provided for informational purposes only, as provided by Michigan P.A. 2 of 1968

ELECTRIC UTILITY FUND

Revenues:

Revenue from Sales	\$13,459,250
Rents	49,350
Miscellaneous	69,500
Interest Earnings	<u>240,000</u>
Total Electric Fund Revenues	<u>\$13,818,100</u>

Expenses:

Operating Expenses	\$12,354,700
Depreciation	345,000
Overhead to General Fund	571,342
Contribution to General Fund	<u>463,624</u>
Total Electric Fund Expenses	<u>\$13,734,666</u>

WATER UTILITY FUND

Revenues:

Revenue from Sales	\$2,019,600
Federal Subsidy-Capital Improvement Bond Interest	62,650
Miscellaneous	59,100
Interest Earnings	<u>11,000</u>
Total Water Fund Revenues	<u>\$2,152,350</u>

Expenses:

Operating Expenses	\$1,300,262
Depreciation	380,000
Overhead to General Fund	190,624
Bond Interest Expense	<u>223,500</u>
Total Water Fund Expenses	<u>\$2,094,386</u>

WASTEWATER UTILITY FUND

Revenues:

Revenue from Sales	\$1,379,000
Miscellaneous	11,000
Interest Earnings	<u>47,500</u>
Total Wastewater Fund Revenues	<u>\$1,437,500</u>

Expenses:

Operating Expenses	\$1,014,045
Depreciation	235,000
Overhead to General Fund	181,298
Bond Interest Expense	<u>4,400</u>
Total Wastewater Fund Expenses	<u>\$1,434,743</u>

ESCANABA BUILDING AUTHORITY FUND

Revenues:

Lease Payments-Transfer from General Fund	\$152,100
Rent Income-City Hall/Library	133,248
Interest Earnings	<u>5,000</u>
Total Escanaba Building Authority Fund Revenues	<u>\$290,348</u>

Expenses:

Operating Expenses	\$165,805
Interest Expense	27,100
Depreciation Expense	<u>147,000</u>
Total Escanaba Building Authority Fund Expenses	<u>\$339,905</u>

MARINA FUND

Revenues:

Fees and Concessions	\$227,950
Transfers from Other Funds	0
Interest Earnings	<u>500</u>
Total Marina Fund Revenues	<u>\$228,450</u>

Ordinance No 1157 – cont.

Expenses:	
Operating Expenses	\$186,466
Interest Expense	13,500
Depreciation	<u>57,000</u>
Total Marina Fund Expenses	<u>\$256,966</u>

HEALTH/DENTAL FUND

Revenues:	
Transfer from Fund Balance	<u>\$0</u>
Total Health/Dental Fund Revenues	<u>\$0</u>

Expenses:	
Transfers to Other Funds	<u>\$0</u>
Total Health/Dental Fund Expenses	<u>\$0</u>

APPROVED:

APPROVED:

 Ralph B. K. Peterson
 City Attorney

 Marc D. Tall
 Mayor

Date Approved: May 28, 2015
 Date Published: (Month) (date), 2015

ATTEST:

 Robert S. Richards, CMC
 City Clerk

I hereby certify that the foregoing constitutes a true and complete copy of an Ordinance duly adopted by the City Council of the City of Escanaba, County of Delta, Michigan, at a Special Meeting held on the 28th day of May, 2015, and was published in the Daily Press, a newspaper of general circulation in the City of Escanaba on (Month) (date), 2015, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

 Robert S. Richards, CMC
 City Clerk

ORDINANCE NO. 1158

NB #2
CC 5-21-15

AN ORDINANCE TO LEVY SUCH TAXES AS MAY BE NECESSARY TO MEET APPROPRIATIONS MADE AND ALL SUMS REQUIRED BY LAW TO BE RAISED TO DEFRAID THE DEBTS, EXPENDITURES, AND LIABILITIES OF SAID CITY FOR THE FISCAL YEAR ENDING ON THE 30TH DAY OF JUNE, 2016, AND REQUIRING AN AUTHORIZED LEVY ON THE JULY, 2015, CITY TAX ROLL OF RETURNED UNPAID SPECIAL ASSESSMENTS, TOGETHER WITH SUCH PENALTIES THEREON AS IS PROVIDED BY THE CITY CHARTER.

THE CITY OF ESCANABA ORDAINS:

CHAPTER I

Section 101. That there shall be raised by levying 17.000 mills upon all of the ad valorem taxable property in the City of Escanaba at the next general City or July, 2015, tax levy, the sum of Five Million, One Hundred and Sixty Eight Thousand, Two Hundred Ninety Three Dollars and 64 cents (\$5,168,293.64) for the purpose of defraying debts, expenditures, and liabilities of said City of Escanaba for the fiscal year ending on the 30th day of June, 2016, in accordance with the 2015 - 2016 Budget of said City as submitted by the Manager, as amended by the Council, and approved.

Section 102. That said sum of Five Million, One Hundred and Seventy Five Thousand, Nine Hundred Eighty Three Dollars and 35 cents (\$5,175,983.35) for the payment of all of the foregoing debts, expenditures, and liabilities herein before mentioned be appropriated for the several funds of the City of Escanaba for the fiscal year ending June 30, 2016, and that the same be forthwith certified by the Clerk of said City of Escanaba to the City Assessor of said City, and the same shall be levied and collected upon the taxable valuation of all taxable property within the said City of Escanaba in accordance with the provisions of the City Charter and the laws of the State of Michigan, for the levying and collection of taxes.

Section 103. That the Clerk of the City shall report on June 21, 2015, to the City Assessor the amounts of all the several delinquent special tax assessments becoming due prior to January 1, 2015, and returned unpaid by the City Treasurer on said date of June 21, 2015, for all public improvements hereto before levied upon each, together with the name of the owner or occupant against whom such assessment was made, as contained in the special roll prepared therefore, and on file in the Office of the City Treasurer, and the City Assessor is hereby authorized and directed to levy and spread said sums so assessed, together with the penalties fixed by law, in the July, 2015, tax levy against persons and property charged therewith in such special assessment roll in accordance with the provisions of the City Charter of the City of Escanaba.

CHAPTER II

Section 201. If any section, subsection, sentence, clause, or phrase of this ordinance is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases thereof be declared unconstitutional.

Section 202. This ordinance shall be duly published as required by the Charter and shall be in full force and effect ten (10) days after the date of its publication.

APPROVED:

APPROVED:

Ralph B. K. Peterson
City Attorney

Marc D. Tall
Mayor

Date Approved: May 28, 2015
Date Published: (Month) (date), 2015

ATTEST:

Robert S. Richards, CMC
City Clerk

I hereby certify that the foregoing constitutes a true and complete copy of an Ordinance duly adopted by the City Council of the City of Escanaba, County of Delta, Michigan, at a Special Meeting held on the 28th day of May, 2015, and was published in the Daily Press, a newspaper of general circulation in the City of Escanaba on (Month) (date), 2015, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Robert S. Richards, CMC
City Clerk

ORDINANCE NO. 1159
ELECTRIC RATES

NB#3
CC 5-21-15

AN ORDINANCE FIXING THE RATES TO BE CHARGED BY THE CITY OF ESCANABA FOR ELECTRIC ENERGY DEMAND AND AVAILABILITY OF SERVICE, TO BE IN FULL FORCE AND EFFECT ON THE BILLINGS PROCESSED AFTER JUNE 30, 2015, AND ALL BILLINGS THEREAFTER UNTIL FURTHER AMENDED BY THE COUNCIL.

THE CITY OF ESCANABA ORDAINS:

CHAPTER I
RATES

Section 50.01. General Purpose - Rate Classification:

(A) Residential Energy Rate:

Applicable: To residential customers for all purposes except those otherwise specially rated.

\$.0957009144 net per KWH used per meter per month

(B) Commercial Energy Rate:

Applicable: To commercial customers for all purposes except those otherwise specially rated.

\$.0892508500 net per KWH used per meter per month

(C) Water Heating Energy Rate:

Applicable: To any customer for separately metered controlled water heating, subject to such wiring rules and regulations as are established by the utility.

\$.0932008876 net per KWH used per meter per month.

(D) Electric Heat Rate:

Applicable: To all customers for such service when separately metered upon application and approval of permanently installed equipment; subject to such rules and regulations as are established by the utility. When air conditioning is installed in an electrically heated area, it may be connected to the same meter for space conditioning purposes.

\$.0392008876 net per KWH per meter per month.

Upon application, the total annual charge for this energy may be paid in the following manner:

The estimated annual cost shall be divided into twelve (12) equal payments. Starting in July of each year, these payments shall become due and payable on the date indicated on the monthly bill. The payment for June of each year shall include an adjustment to correct the estimated annual cost to the actual annual cost. A three percent (3%) penalty charge will be made on all payments delinquent after date indicated on the bill.

(E) Special Municipal Energy Rates:

Applicable: For all use by Lake State Industries, Escanaba Public Schools, Parochial Schools, Bay de Noc College, and the City of Escanaba. If a customer who qualifies for this rate class also qualifies for the large power rate, they will fall under the same criteria found in section 50.06 (Large Power Rates).

\$0.1145640940 net per KWH for City street lighting.

\$0.0930308860 net per kWh used per meter per month.

- (F) Temporary Service-Single Phase 120 or 240 volt: Temporary service will be supplied to a customer upon written application and advance payment of \$101.2895. Equipment for such installation will be supplied by the City in consideration of this charge. Other temporary services will be supplied on a private, work order basis.

Energy used for such installations will be metered and billed under the commercial rate schedule. The City reserves the right to determine the necessity for the type of installation and duration of temporary service.

In no event will said temporary service be allowed to remain after such time as it is practical to install permanent service. The City reserves the right to terminate said temporary service when, in their judgment, any provision herein is violated.

- (G) Multiple Use: In the event that a single customer uses energy for more than one of the above uses with a different rate for each, the higher rate will be charged unless the wiring is separated for metering purposes to the satisfaction of the City.

Section 50.015. Power Plant Cost Adjustment Factor

~~For as long as the City has costs associated with the ownership of the power plant, these costs may be recovered through the following power plant cost adjustment factor:~~

~~Not to exceed \$0.01000 for all kWh, all metered service classes.~~

~~If the City has additional costs imposed upon us by MISO or FERC due to SSR agreements or other means, those costs may be passed on at their actual costs.~~

Section 50.02. Availability of Service Charge

- (A) To be added to the monthly billings for energy in Section 50.01. The following availability of service charge which will also constitute a minimum billing if no energy is utilized. This charge will be computed as follows:

RESIDENTIAL

City: Intra-City \$8.387-98 per meter per month.

Suburban: Out-City \$10.5340-03 per meter per month.

WATER HEATING

City: Intra-City, \$2.102-00 per meter per month.

Suburban: Out-City, \$3.112-96 per meter per month.

ELECTRIC HEAT

City: Intra-City, \$2.102-00 per meter per month.

Suburban: Out-City, \$3.112-96 per meter per month.

SMALL COMMERCIAL

City: Intra-City \$8.387-98 per meter per month for a single phase meter, \$16.7545-95 per meter per month for a three phase service.

Suburban: Out-City \$10.5340-03 per meter per month for a single phase

service, ~~\$21.0520.05~~ per meter per month for a three phase service.

MUNICIPAL

~~\$8.387.98~~ per meter per month.

LARGE POWER

~~\$6.31160.10~~ per meter per month.

Section 50.022. State of Michigan P.A. 295, of Public Acts 2008, commonly referred to as the Clean, Renewable and Efficient Energy Act mandates the electric utility collect the following charges from each electric utility customer:

(A) Energy Optimization Plan.

Residential ~~\$0.0021100222~~/kWh

Commercial ~~\$0.0017800243~~/kWh

Large Power ~~\$0.0016000467~~/kWh

(B) Renewable Energy Plan.

Residential \$0.00/mo

Commercial \$0.00/mo

Large Power \$0.00/mo

Streetlight \$0.00/mo

Unmetered \$0.00/mo

Section 50.025. Meter Charges:

(A) A customer who installs a new electric service or upgrades an existing service that requires new transformer metering must pay a meter charge prior to receipt of services. Meter charges and specifications shall be established by the City Electric Superintendent and shall be adjusted as the cost of labor and material change. Customers are not permitted to remove meters at the end of their service contract.

Section 50.03. Special Standby Service Rates:

(A) A standby or breakdown 60 cycle A. C. electric service will be furnished under this classification to any customer qualifying for the large power rate who desires to self-produce all or part of the energy used in his operation.

The City will install transformers, meters, and service connections at the customer's expense to deliver energy to the customer during periods when his generating equipment is wholly or partially out of use at the following rates and conditions.

(B) Transformer KVA capacity, as used in these rates, shall be the sizes of the nearest standard rated transformers that will serve the customer's greatest use of electric energy, measured over a 15-minute period and called the yearly kilowatt peak demand for standby rate purposes.

Section 50.04. Standby Equipment Rate.

(A) The charge for equipment installed for standby or breakdown service and not used shall be \$3.00 per month for each KVA of transformer capacity determined by subtracting the monthly measured kilowatt peak demand of the partial energy used in any month from the KVA capacity as determined in Section 50.03 (B).

All energy supplied to the customer shall be charged at the regular rates applicable to the service rendered.

- (B) The minimum charge shall be the demand charge created by his use, if such use is applicable to the large power rate, plus a kilowatt hour charge determined by multiplying the month peak demand by 200 hours, the result being kilowatt hours at the regular rate.
- (C) The customer must agree to isolate the self-produced energy from the City's electrical distribution system. Change-over to City distribution energy shall be accomplished through City approved double-throw switches furnished by the customer. The Electrical Department shall have the authority and access to inspect and seal or padlock the double-throw switch or switches to insure correct operation of the same.
- (D) Where the City has previously installed transformers, meters, and service connections, and where said equipment is not used, the charge for such equipment installed for standby or breakdown service shall be \$2.672.54 per month for each KVA of transformer capacity determined by subtracting the monthly measured kilowatt peak demand of the partial energy used in any month from the KVA capacity as determined in Section 50.03 (B) of this ordinance.

Section 50.05. Dusk to Dawn Rate:

- (A) Applicable: It is understood that the service request will be for a period of not less than one (1) year, and that said service will be installed only on existing utility facilities. If a new pole is required, the customer will furnish the pole, and the City will install the pole. The monthly charges for dusk to dawn lighting service will be:

Urban or Rural

\$11.8044.24 per small lamp

\$17.6946.85 per large lamp

- (B) Use and Reservations

The City will provide the necessary fixtures and apparatus and will replace lamps and keep this fixture properly maintained. The City does, however, reserve the right to discontinue service to any location which shows an excessive amount of damage resulting from vandalism or neglect.

Section 50.06. Large Power Rates:

Applicable: To any customer desiring power and incidental lighting service for large power use who has a monthly demand of 100 KW or more, for at least six (6) months out of any rolling twelve (12) month period. Services meeting those conditions will be billed under the Large Power Rate. The nature of such service is alternating current, 60 Hertz, three-phase 208, 240 or 480 volts, and is metered on the primary side of the transformer. The City reserves the right to meter power on the secondary side of the transformer and in doing so will add two percent (2%) to the total energy and demand so used. For the purposes of computing rates under this section, each individual meter will be calculated separately, and under no circumstances will meter readings be combined.

\$.0599605740 net per KWH for all KWH used per meter per month

Plus Demand Charges of:

\$8.978.54 net per KW used per meter per month

Monthly maximum KW demand measured over an interval of fifteen (15) minutes.

Section 50.08. Connection Charge:

For every new meter set at the customer's request, there shall be a charge of \$10. Any customers who receive shut-off notices which are not paid by the due date and require final notification will be billed a \$10.00 notification fee. Reconnections for nonpay which do not require the Electric Department service truck and a two-man service crew, will be \$30. Reconnections for non-pay which do require the Electric Department service truck and a two-man service crew, will be \$101.2895 per hour for each hour the truck and crew are required.

This charge shall not apply when meters are reset for rotation, for meters reset for high bill complaints unless said meters are found to be accurate within two percent (2%) of registration, and for meters reset for the convenience of the City (landlords, lessors, etc.).

The maximum charge for reconnections or transfers for multiple metering such as domestic use, house heating, water heating, or commercial use, shall be \$10.

Section 50.09. Reconnection Charge:

The reconnection charge for seasonal service requested by any customer, such as summer cottages, seasonal businesses, or seasonal industries, shall be \$15 if the meter is reconnected at the same premises by the same user within one (1) year of disconnection.

The maximum charge per service for multiple metering, such as domestic service, house heating, water heating or commercial, shall be \$15.

Nonpay reconnections outside of normal business hours, which require a service truck and crew, shall be billed at \$297.255. Nonpay reconnects outside of normal business hours, which require one person, shall be billed at \$120.

Section 50.10. Service Extensions

For all new services, the customer, his agent, representative, contractor or developer shall pay for all materials including wire, conduit, meters, etc required to install such service in compliance with all applicable codes. Said materials will be charged at actual cost. The property owner at the time of the request shall bear responsibility for all such charges.

Underground services or line extensions will only be done between May 1st and November 1st. If a customer desires services or line extensions outside of this time frame, the customer will be responsible for providing a trench for such services or line extensions.

Section 50.11. Special Services

In the event that a customer requires special services from the department, i.e. temporary relocation or metering or other components of a service, the standard charge shall be \$101.2895. Whenever the actual cost of such services exceeds \$101.2895, the City reserves the right to charge the actual cost.

CHAPTER II
CONDITIONS OF SERVICE

Section 50.20. Late Payment Penalty:

Meters of all customers shall be read or estimated monthly and a three percent (3%) penalty charge will be made on all bills unpaid after the date indicated on bill. The penalty charge will be computed as of date of payment and will be computed on the amount of payment applied to the delinquent balance. The penalty charges may be waived at the discretion of the City for good reason, when the interest of the City would be best served by waiving said penalty, or if the customer proves that extraordinary circumstances intervened to prevent payment of the bill on the due date; in all cases, it will be the exclusive right of the City to determine the facts and judge the validity of the request to waive penalty payments.

Section 50.21. Enforcement:

In addition to all other lawful enforcement methods, the City agrees and covenants to enforce all charges for electric energy supplied to any premises, if any such charges shall remain unpaid past the due date.

(A) Utility Liens

Charges for electric services applied by the system shall constitute a lien on the premises served and if not paid within six (6) months, shall be certified by the official in charge of the collection thereof to the tax assessing officer and shall then be entered upon the next tax roll as a charge against such premises and shall be collected and the lien thereof enforced in the same manner as general City taxes against such premises are collected and the lien thereof enforced. All provisions of the laws of Michigan and the City Charter applicable to the time and manner of certification and collection of delinquent City taxes levied against real estate in the City shall be observed in the certification and collection of such charges.

(B) Landlord Not Responsible

In all cases where a tenant is responsible for the payment of any such charge and the Utility Billing Office is so notified in writing, which notification shall include a true copy of the lease of the affected premises, if there be one, then no such charge shall become a lien against such premises from and after the date of such notice. In the event of the filing of such notice and after the date of such notice, the City shall render no further service to such premises until a cash deposit in an amount of the projected billing for not less than a one-month period and not more than a three-month period is received, said determination of deposit to be solely at the discretion of the City.

Section 50.22. Restrictions:

(A) Power Factor:

The City shall not be obligated to furnish service to a customer using equipment having a power factor lower than eighty-five percent (85%), which equipment can be improved by reasonable changes to a minimum of eighty-five percent (85%) lagging. Improvement of the power factor shall be at the customer's expense. The City reserves the right to measure power factor at any time by means of test or permanently installed metering equipment, and if the customer's power factor is found to be less than eighty-five percent (85%) lagging, the billing demand will be increased by the ratio that eighty-five percent (85%) bears to the

customer's actual power factor.

(B) Discontinuation of Service:

The City may discontinue service following written notice in case the meter or wiring on the customer's premises is tampered with in any manner to allow unmetered current to be used. The customer shall pay the City the estimated cost of the unmetered energy used as determined by the City, and shall, at his own expense, place the wiring in such condition and meter box in such place as is approved by the City. The unauthorized connection to a utility power source or the bypassing of an electric meter will be construed as a theft of electricity and will be appropriately prosecuted. The City may also discontinue service when an account remains unpaid past the due date. The customer shall pay the full amount of arrears, plus a reconnect fee in order to restore service.

Customers or Electrical Contractors shall not cut a meter seal to perform work without calling Escanaba Electric Department prior to beginning such work. Meter seals shall not be cut without prior approval except in the case of danger to life or property. In any case, permission will be given only to qualified persons to cut meter seals. Anyone not adhering to the meter seal-cutting paragraph in this ordinance shall be subject to a \$75.00 seal-cutting fee.

(C) Meter Location:

All meters must be located in such manner as to provide safe, reasonable access by City personnel for reading, inspection and maintenance, without the need for advance notice during regular City business hours. Conditions which can prevent access by City personnel include, but are not limited to, dogs, fences, locked gates, shrubbery, ice, snow, vehicles and debris in the way of the meter. Any customer who refuses to remedy a condition which prevents access shall have his or her services disconnected until said condition is corrected to the satisfaction of the utility.

New services: The meter must be located on the side of the house that the service will be fed from, or on one of the adjoining sides. The meter must not be located inside of a fenced area. All new residential underground services must have a meter pedestal. Meter bases for underground services will not be allowed.

(D) Safety and Code Compliance:

All wiring and electrical equipment must be installed, maintained, and operated in a safe manner so that it is not a hazard to life, health, or property. Wiring must be done in accordance with the latest edition of the National Electric Code and the rules and regulations of the City Electric Utility.

(E) Owner Delinquency

If a property owner has an account in his or her name and said account is delinquent or in arrears, then any transfers or name changes shall be prohibited until such time as the owner's account is brought current and is otherwise in good standing. This provision shall also apply to accounts held in the name of an owner's agent or property manager.

Section 50.23. Experience - Good Faith Deposit Requirement:

(A) Deposit Terms

If a customer of the City of Escanaba, whether he be a tenant, owner, or an owner by land contract, has a history of delinquent payments, or if the City has no history of customer's payments, or if owner or tenant customer

service is located outside the corporate limits of the City of Escanaba, or if, in the judgment of the City, the existing deposit is insufficient based on current billings, the City may require a sum not to exceed the projected billing in an average four-month period as a good faith deposit. Projected billing for water sewer and electricity are combined for purposes of determining a customer's total deposit requirement. In no case will a customer's total deposit requirement be less than two hundred dollars (\$200). The minimum deposit will not be discounted for customers who do not have water service. This deposit will be held for twelve (12) consecutive months of payments without delinquency.

Deposits for commercial accounts will be estimated on an individual basis. Commercial accounts will pay a deposit of an estimate of four (4) months' utility bills based on the estimated usage for the type of business.

(B) Deposit Interest

Interest will be paid on deposits at the rate of 1.0% per annum effective July 1, 20152014. The deposit rate is based on the market rate the City receives on its deposit accounts on that date.

(C) Escrow and Letter of Credit

If a deposit of over \$500 is demanded from a commercial or large power customer, this deposit may be held in a special escrow account at the bank of the customer's choice, and interest will accrue to the benefit of the customer. Alternately, said customer may furnish an irrevocable bank letter of credit in lieu of a cash deposit.

Section 50.24. Qualification for Rate:

A customer, once placed in a rate classification, will remain in this rate classification unless, in the City's opinion, another rate classification becomes more appropriate. Customers desiring to change from one classification to another must notify the City in writing. It shall not be the City's responsibility to determine the most economical rate classification unless and until said written notice is received. In the event a change in rate classification results in reduced charges, there will be no retroactive adjustments beyond afore-referenced date of application.

In placing a customer in a rate classification, it is understood that such rate classification will remain in effect for said customer until, in the City's judgment, the rate classification is not applicable. Short duration transfers between rate classifications by customers will not be permitted. The City reserves the right of final determination as to when and whom a rate classification may be assigned or changed.

New classifications may be authorized by the City Manager if, in the opinion of the City, these new classifications provide a benefit to both the City and its customers. Customers will be placed in these classifications only at the request of the customer. These classifications will cease to exist at such time as a new rate ordinance is adopted, unless they are specifically included as a permanent rate classification under Section 50.01 and 50.02.

Section 50.25. Non Sufficient Funds Charges (NSF)

Whenever a customer presents a check or draft instrument for which funds are not immediately available upon presentation for deposit at the City's bank, a charge of \$20 will be placed upon the account for which payment was intended. The NSF charge shall also apply to agreements for ACH account debits.

Section 50.27. Billing Recapture and Customer Credits

Whenever it becomes necessary for the billing department to recapture unbilled charges, the billing department shall use a “look-back” of two years. If it is determined that unbilled charges are the result of customer fraud, the billing department shall recover all unbilled charges.

If a billing error on the part of the City results in over-billed charges, the City will refund all such over-billings, to the extent that the amount can be reasonably determined.

If an over-billing is not the result of a City error, the billing department shall employ a two year look-back period in determining the amount of credit.

CHAPTER III

Section 50.30. Liability:

In case the supply of electricity shall be interrupted or fail, the City shall not be liable for damages by reason of such failure.

CHAPTER IV

Section 50.40. Other Ordinances:

All rules, regulations, and provisions which have heretofore been enacted by ordinance or otherwise, shall continue to be in full force and effect until modified or amended.

CHAPTER V

Section 50.50. Savings Clause:

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

CHAPTER VI

Section 50.60. Effective Date:

In compliance with Section 4 of Chapter XVI of the City Charter, this ordinance shall be in full force and effect on bills for electric energy processed beginning July 1, 20152014.

APPROVED:

APPROVED:

Ralph B. K. Peterson
City Attorney

Marc D. Tall
Mayor

Date Approved: June 12, 20152014
Date Published: June 45, 20152014

Attest:

Robert S. Richards, CMC

City Clerk

I hereby certify that the foregoing constitutes a true and complete copy of an Ordinance duly adopted by the City Council of the City of Escanaba, County of Delta, Michigan, at a Special Meeting held on Monday June 12nd, 2015~~2014~~, and was published in the Daily Press, a newspaper of general circulation in the City of Escanaba on Thursday, June 5, 2015~~2014~~, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Robert S. Richards, CMC
City Clerk

NB#4
CC 5-21-15

**ORDINANCE NO. 1160
WASTEWATER RATES**

AN ORDINANCE FIXING THE CHARGES TO BE ASSESSED BY THE CITY OF ESCANABA FOR WASTEWATER COLLECTION AND TREATMENT AND THE AVAILABILITY OF SERVICE TO BE IN FULL FORCE AND EFFECT ON THE BILLINGS PROCESSED AFTER JUNE 30, ~~2015~~2014, AND ALL BILLINGS THEREAFTER UNTIL FURTHER AMENDED BY THE CITY COUNCIL.

THE CITY OF ESCANABA ORDAINS:

Section 1.00 SEWER SERVICE CHARGES

1.01 Charges for operation, maintenance, and replacement shall be levied monthly on the basis of metered water consumption, according to the following:

~~\$2.65~~ Net Per Thousand Gallons, plus monthly availability debt service charge based on the size of a customer's water service to be determined as follows:

5/8" & 3/4"	Meter	\$ 6.30 <u>6.12</u> per month
1"	Meter	7.81 <u>7.58</u> per month
1 1/4"	Meter	10.99 <u>10.67</u> per month
1 1/2"	Meter	15.74 <u>15.28</u> per month
2"	Meter	23.56 <u>22.87</u> per month
3"	Meter	47.18 <u>45.81</u> per month
4"	Meter	62.91 <u>61.08</u> per month
6"	Meter	141.54 <u>137.42</u> per month
8"	Meter	204.46 <u>198.50</u> per month
10"	Meter	283.10 <u>274.85</u> per month
12"	Meter	314.55 <u>305.39</u> per month

The minimum monthly bill shall be the "availability" charge herein set forth.

1.02 Outside the City Wastewater Rates

The outside City wastewater charges shall equal the City charge for operation, maintenance, and replacement and shall be twice the inside City charge for availability.

1.025 The flat rate charge for unmetered residential wastewater services shall be ~~\$19.28~~ 18.72 per month.

1.03 In the event that a user introduces a substance into the wastewater system that results in extraordinary treatment, procedures, or costs, the City reserves the right to bill the user in accordance with the Michigan Department of Natural Resources (DNR) approved water charge system, or if the substance cannot be treated feasibly, the City reserves the right to terminate utility service to the user.

1.04 In the event that a user introduces a substance into the system that results in damages to property or environment, said user will be solely responsible for compensatory and/or punitive damages.

1.05 The City Manager will set the charge for any service not covered by this ordinance.

1.06 Non Sufficient Funds Charges (NSF)

Whenever a customer presents a check or draft instrument for which funds are not immediately available upon presentation for deposit at the City's bank, a charge of \$20 will be placed upon the account for which payment was intended. The NSF charge shall also apply to agreements for ACH account debits.

1.07 Billing Recapture and Customer Credits

Whenever it becomes necessary for the billing department to recapture unbilled

charges, the billing department shall use a "look-back" period of two years. If it is determined that unbilled charges are the result of customer fraud, the billing department shall recover all unbilled charges.

If a billing error on the part of the City results in over-billed charges, the City will refund all such over-billings, to the extent that the amount can be reasonably determined.

If an over-billing is not the result of a City error, the billing department shall employ a two year look-back period in determining the amount of credit.

Section 2.00 USER CHARGE SYSTEM

2.01 Established Basis for Computations

Rates and charges for the use of the wastewater system of the City shall be based upon the methodology in the user charge system approved by the Michigan DNR. Revisions to the rates for total sewer service charges are to be established by ordinances as necessary to ensure sufficiency of revenues in meeting operation, maintenance, and replacement costs, as well as debt service.

User charges for operation, maintenance and replacement shall be subject to the annual review of the user charge system. User charges shall be the same for all customers of the system regardless of geographical boundaries.

2.02 Amounts, Billings, Sewer Service Charges

The rates and charges for service furnished by such system shall be levied upon each lot or parcel of land, building or premises, having any sewer connection with such systems, on the basis of the equivalent residential units and shall be collected monthly, except in cases where the character of the sewage from a manufacturer is such that reasonable, additional burden is placed on the system.

2.03 Annual Audit

The rates hereby fixed are estimated to be sufficient to provide for the expenses of operation, maintenance, and replacement of the system as are necessary to preserve the same in good repair and working order.

Such rates shall be fixed and revised from time to time as may be necessary to produce these amounts. An annual audit shall be prepared. Based on said audit, rates for sewage services shall be revised as necessary by the City to meet system expenses and to ensure that all user classes pay their proportionate share of operation, maintenance, and equipment replacement costs.

2.04 Free Services

No free services shall be allowed for any user of the wastewater treatment works.

2.05 Late Payment Penalty

Meters of all customers shall be read or estimated monthly and a three percent (3%) penalty charge will be made on all bills unpaid after the due date indicated on bill. Penalty charges may be waived at the discretion of the City for good reason. In all cases, it will be the exclusive right of the City to determine the facts and judge the validity of the request to waive the penalty payments.

2.06 Enforcement:

In addition to all other lawful enforcement methods, the City agrees and covenants to enforce all charges for wastewater services supplied to any premises, if any such charges shall remain unpaid past the due date.

2.07 Utility Liens

Charges for wastewater services applied by the system shall constitute a lien on the premises served and if not paid within six (6) months, shall be certified by the official in charge of the collection thereof to the tax assessing officer and shall then be entered upon the next tax roll as a charge against such premises and shall be collected and the lien thereof enforced in the same manner as general City taxes against such premises are collected and the lien thereof enforced. All provisions of the laws of Michigan and the City Charter applicable to the time and manner of certification and collection of delinquent City taxes levied against real estate in the City shall be observed in the certification and collection of such charges.

2.075 Landlord Not Responsible

In all cases where a tenant is responsible for the payment of any such charge and the Utility Billing Office is so notified in writing, which notification shall include a true copy of the lease of the affected premises, if there be one, then no such charge shall become a lien against such premises from and after the date of such notice. In the event of the filing of such notice and after the date of such notice, the City shall render no further service to such premises until a cash deposit in an amount of the projected billing for not less than a one-month period and not more than a three-month period is received, said determination of deposit to be solely at the discretion of the City.

2.08 Experience - Good Faith Deposit Requirement

(A) Deposit Terms

If a customer of the City of Escanaba, whether he be a tenant, owner, or an owner by land contract, has a history of delinquent payments, or if the City has no history of customer's payments, or if owner or tenant customer service is located outside the corporate limits of the City of Escanaba, or if, in the judgment of the City, the existing deposit is insufficient based on current billings, the City may require a sum not to exceed the projected billing in an average four-month period as a good faith deposit. Projected billing for water sewer and electricity are combined for purposes of determining a customer's total deposit requirement. In no case will a customer's total deposit requirement be less than two hundred dollars (\$200). In the case of an account which does not include electric service, the total deposit requirement shall not be less than one hundred dollars (\$100). This deposit will be held for twelve (12) consecutive months of payments without delinquency.

Deposits for commercial accounts will be estimated on an individual basis. Commercial accounts will pay a deposit of an estimate of four (4) months' utility bills based on the estimated usage for the type of business.

(B) Deposit Interest

Interest will be paid on deposits at the rate of 1.0 % per annum effective July 1, 2015 to 2014. The deposit rate is based on the market rate the City receives on its deposit accounts on that date.

(C) Escrow and Letter of Credit

If a deposit of over \$500 is demanded from a commercial or large power customer, this deposit may be held in a special escrow account at the bank of the customer's choice, and interest will accrue to the benefit of the customer. Alternately, said customer may furnish an irrevocable bank letter of credit in lieu of a cash deposit.

2.09 No user shall introduce any substance, including toxic matter, chemicals, or flammable liquids, or water derived from other than metered City sources, into

the City sewer system without first receiving specific approval from the Superintendent of Wastewater.

- 2.10 Water customers not introducing all of their usage into the sewer system may apply to the Utility Office for exemption from wastewater charges for the usage not introduced, by requesting the installation of a meter to determine, through the use of the meter, the purchased water that is not being introduced into the sewage system.
- 2.11 Exemptions.

Requests for special exemption from wastewater charges, due to extenuating circumstances, will be considered by the City Manager or her/his designated official. Each request will be assessed on the facts as determined by said official.

Section 3.00 VALIDITY, SEVERABILITY, CONFLICT, LIABILITY

- 3.01 The provisions of this article are severable, and if any of the provisions, words, phrases, clauses or terms, or the application thereof to any person, firm, or corporation, or to any circumstances, shall be held invalid, illegal, or unconstitutional by any court of competent jurisdiction, such decision or findings shall not in any way affect the validity, legality, or constitutionality of any other provisions, word phrase, clause or term, and they shall continue in full force and effect.
- 3.02 All rules, regulations, and provisions, which have heretofore been enacted by ordinance or otherwise, shall continue to be in full force and effect unless modified or amended by the terms of this ordinance.
- 3.03 All laws and parts of laws, all ordinances, codes and regulations which are inconsistent with or in conflict with or repugnant to any provisions of this ordinance, shall be deemed not to apply; provided that nothing herein contained shall be construed to prevent the adoption and enforcement of law, ordinance, or regulation which is more restrictive or establishes a higher standard than those provided in this article.

Section 4.0 EFFECTIVE DATE

This ordinance shall be in full force and effect for billings processed after June 30, ~~2015~~2014, and after the passage of this Ordinance and publication.

APPROVED:

APPROVED:

Ralph B. K. Peterson
City Attorney

Marc D. Tall
Mayor

Date Approved: June ~~12~~, ~~2015~~2014
Date Published: June ~~45~~, ~~2015~~2014

Attest:

Robert S. Richards, CMC
City Clerk

I hereby certify that the foregoing constitutes a true and complete copy of an Ordinance duly adopted by the City Council of the City of Escanaba, County of Delta, Michigan, at a Special Meeting held on Monday, the ~~1st~~^{2nd} day of June, ~~2015~~2014, and was published in the Daily Press, a newspaper of general circulation in the City of Escanaba on Thursday, June ~~45~~, ~~2015~~2014, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Robert S. Richards, CMC

City Clerk

ORDINANCE NO. 1161
WATER RATES

NB#5 CC
5-21-15

THE ORDINANCE FIXING THE RATES TO BE CHARGED BY THE CITY OF ESCANABA FOR WATER DISTRIBUTION, TREATMENT, AND AVAILABILITY TO BE IN FULL FORCE AND EFFECT ON THE BILLINGS PROCESSED AFTER JUNE 30, 2014~~2015~~, AND ALL BILLINGS THEREAFTER UNTIL FURTHER AMENDED BY THE COUNCIL.

THE CITY OF ESCANABA ORDAINS:

CHAPTER I
RATES

For water distribution and treatment, there shall be charged by the City of Escanaba the rates herewith set forth as follows:

Section 101. Metered Water Rates (Monthly):

~~\$2.812.73~~ Net Per Thousand Gallons for the first 10,000 Gallons
~~\$2.262.49~~ Net Per Thousand Gallons for the next 140,000 Gallons
~~\$1.974.94~~ Net Per Thousand Gallons for the next 350,000 Gallons
~~\$1.784.73~~ Net Per Thousand Gallons for all over 500,000 Gallons

Plus, a monthly availability charge based on the size of the customer's service to be determined as follows:

5/8" & 3/4" Meter	\$12.45 <u>12.09</u> per month
1" Meter	15.56 <u>15.14</u> per month
1 1/4" Meter	21.74 <u>21.14</u> per month
1 1/2" Meter	31.10 <u>30.19</u> per month
2" Meter	46.69 <u>45.33</u> per month
3" Meter	93.32 <u>90.60</u> per month
4" Meter	124.39 <u>120.77</u> per month
6" Meter	279.93 <u>271.78</u> per month
8" Meter	404.47 <u>392.69</u> per month
10" Meter	559.83 <u>543.52</u> per month
12" Meter	622.05 <u>603.93</u> per month

Minimum Bill: The minimum monthly bill shall be the "availability" charge herein set forth.

Section 102. Outside City Metered Water Rates:

The outside City rates shall be twice the inside City rates.

Section 103. Construction Service:

103.1 Use of City Hydrants or Standpipes as a Source of Water.

The Connection charge is ~~\$102.24~~99.26. This charge includes the first 33,000 gallons used. Water used in excess of 33,000 gallons will be billed at ~~\$2.812.73~~ per 1,000 gallons. The connection charge is good for up to one month, with additional months billed at ~~\$102.24~~99.26 per month. Any movement of the connection is considered a new connection, subject to the ~~\$102.24~~99.26 connection charge.

103.2 When a service line is installed at construction site and it is not feasible to set a meter, the flat rate charge for water used will be as follows:

1" Service Line . . . ~~\$28.47~~27.64 per month

103.3 Customers will be charged actual cost for construction of all services, regardless of size.

Section 104. Special Cases

The City Manager will set the charge for any service not included in this action, including charges for meters which are damaged or faulty. The City retains the right to discontinue service to a customer in order to bring the customer's installation up to City standards.

Section 105. Unmetered Water Sales

Unmetered water rates shall be charged at the rate of ~~\$2.812.73~~ per thousand gallons on the estimated usage for each month, plus, a minimum monthly service charge based upon an estimated meter size requirement, if the consumer were metered, which shall be levied from the metered water rate service charge schedule.

The basis for estimating residential flat rate or unmetered water sales shall consist of a representative average residential usage for each month.

Section 106. Fire Protection Charges

Charge per fire hydrant will be computed at ~~\$285.12276.84~~ per year per hydrant. The annual availability charge for a special water line for a fire protection system shall be ~~\$285.12276.84~~ for a six-inch line, ~~\$505.92491.16~~ for an eight-inch line, ~~\$790.92767.88~~ for a ten-inch line, ~~\$1140.361107.12~~ for a twelve-inch line, and ~~\$2026.321,967.28~~ for a sixteen-inch line. Rates for hydrant rental in Wells Township will be ~~\$274.79266.79~~ per year per hydrant.

Section 107. Connection Charges

For each service transfer request, there shall be a charge of \$10.00. The transfer fee is limited to those situations which require only a meter reading. For any service calls during regular working hours, including meter sets and valve turning, there shall be a charge of \$15.00. These charges are applicable only to requests for turning on a service. There are no charges for the shut-off of a service. Charges for turning on a service outside of regular hours will be \$120.00.

Section 108. Reconnection Charge

The reconnection charge for seasonal service requested by any customer, such as people going away for the winter, seasonal businesses, or seasonal industries, shall be \$30.00 if the meter is reconnected at the same premises by the same user within one year of disconnection. There shall be a reconnection charge of \$30.00 for shut offs due to nonpayment. Nonpay reconnects outside of normal business hours shall be billed at \$120.00.

Section 109. Meter Charges In New Construction

A customer who installs a new water service that is not a replacement for an existing service must pay a one time meter charge equal to the actual cost of the meter plus 10% prior to receipt of services. Meter charges and specifications shall be established by the City Water Superintendent and shall be adjusted at his discretion. Customers are not permitted to remove meters at the end of their service contract.

A customer who requests replacement of an existing, properly functioning, meter shall be charged the actual cost of the new meter plus 10%. In addition, such customer shall pay time and materials at actual cost.

Section 110. Non Sufficient Funds Charges (NSF)

Whenever a customer presents a check or draft instrument for which funds are not immediately available upon presentation for deposit at the City's bank, a charge of \$20 will be placed upon the account for which

payment was intended. The NSF charge shall also apply to agreements for ACH account debits.

Section 111. Billing Recapture and Customer Credits

Whenever it becomes necessary for the billing department to recapture unbilled charges, the billing department shall use a “look-back” period of two years. If it is determined that unbilled charges are the result of customer fraud, the billing department shall recover all unbilled charges.

If a billing error on the part of the City results in over-billed charges, the City will refund all such over-billings, to the extent that the amount can be reasonably determined.

If an over-billing is not the result of a City error, the billing department shall employ a two year look-back period in determining the amount of credit.

Section 112. Water Delivery Charge

~~The charge for water delivered by tanker truck shall be \$100 for the first delivery. In the event more than one delivery is requested, subsequent deliveries shall be charged on a time and materials basis.~~

Section 113. Frozen Meter Charge

If a water meter freezes and becomes damaged as a result of freezing, the account holder shall be required to pay to the City, the actual replacement cost of the meter plus installation cost.

CHAPTER II
CONDITIONS OF SERVICE

Section 201. Late Payment Penalty

Meters of all customers shall be read or estimated monthly and a three percent (3%) penalty charge will be made on all bills unpaid after the due date indicated on bill. Penalty charges may be waived at the discretion of the City for good reason in all cases, it will be the exclusive right of the City to determine the facts and judge the validity of the request to waive the penalty payments.

Section 202. Enforcement

In addition to all other lawful enforcement methods, the City agrees and covenants to enforce all charges for water supplied to any premises by discontinuing the water service to such premises if any such charges shall remain unpaid past the due date.

(A) Utility Liens

Charges for water services applied by the system shall constitute a lien on the premises served and if not paid within six (6) months, shall be certified by the official in charge of the collection thereof to the tax assessing officer and shall then be entered upon the next tax roll as a charge against such premises and shall be collected and the lien thereof enforced in the same manner as general City taxes against such premises are collected and the lien thereof enforced. All provisions of the laws of Michigan and the City Charter applicable to the time and manner of certification and collection of delinquent City taxes levied against real estate in the City shall be observed in the certification and collection of such charges.

(B) Landlord Not Responsible

In all cases where a tenant is responsible for the payment of any such charge and the Utility Billing Office is so notified in writing, which notification shall include a true copy of the lease of the affected premises,

if there be one, then no such charge shall become a lien against such premises from and after the date of such notice. In the event of the filing of such notice and after the date of such notice, the City shall render no further service to such premises until a cash deposit in an amount of the projected billing for not less than a one-month period and not more than a three-month period is received, said determination of deposit to be solely at the discretion of the City.

Section 203. Experience - Good Faith Deposit Requirement

(A) Deposit Terms

If a customer of the City of Escanaba, whether he be a tenant, owner, or an owner by land contract, has a history of delinquent payments, or if the City has no history of customer's payments, or if owner or tenant customer service is located outside the corporate limits of the City of Escanaba, or if, in the judgment of the City, the existing deposit is insufficient based on current billings, the City may require a sum not to exceed the projected billing in an average four-month period as a good faith deposit. Projected billing for water sewer and electricity are combined for purposes of determining a customer's total deposit requirement. In no case will a customer's total deposit requirement be less than two hundred dollars (\$200). In the case of an account which does not include electric service, the total deposit requirement shall not be less than one hundred dollars (\$100). This deposit will be held for twelve (12) consecutive months of payments without delinquency.

Deposits for commercial accounts will be estimated on an individual basis. Commercial accounts will pay a deposit of an estimate of four (4) months' utility bills based on the estimated usage for the type of business.

(B) Deposit Interest

Interest will be paid on deposits at the rate of 1.0% per annum effective July 1, 2014. The deposit rate is based on the market rate the City receives on its deposit accounts on that date.

(C) Escrow and Letter of Credit

If a deposit of over \$500 is demanded from a commercial or large power customer, this deposit may be held in a special escrow account at the bank of the customer's choice, and interest will accrue to the benefit of the customer. Alternately, said customer may furnish an irrevocable bank letter of credit in lieu of a cash deposit.

Section 204. Discontinuation of Service

Water services may be discontinued if the wastewater charges are not paid.

Section 204.1 Tampering

The City may discontinue service following a written notice in the event that the user has tampered with the metering, bypassed said metering, or cross connected to the City system. Also, the unauthorized cross connection or tampering with the metering will result in the customer being billed for the estimated cost of the water used, as determined by the City, and the act of cross-connecting or bypassing the meter will be construed as a theft of utility water and appropriately prosecuted.

Section 204.2 Seal Cutting (note: broke out into new section)

Neither customers nor plumbing contractors shall cut a meter seal to perform work without calling the Escanaba Utility Billing Department prior to beginning such work. Permission will be given only to qualified persons to cut meter seals. Anyone not adhering to this provision shall be subject

to a \$75.00 seal-cutting fee.

Section 205. Liability

In case the supply of water shall be interrupted or fail by reason of accident or causes beyond the control of the City, the City shall not be liable for damages by reason of such failure.

Section 206. Location of Meters

All meters must be located in such manner as to provide safe, reasonable access by City personnel for reading, inspection and maintenance, without the need for advance notice during regular City business hours. Conditions which can prevent access by City personnel include, but are not limited to, dogs, fences, locked gates, shrubbery, ice, snow, vehicles and debris in the way of the meter. Any customer who refuses to remedy a condition which prevents access shall have his or her services disconnected until said condition is corrected to the satisfaction of the utility.

Section 207. Backflow Device Testing

Anyone performing a test of a backflow or cross connection device must forward a copy of the test results to the City Water Department within 30 days of having completed said test. A property owner shall have sole responsibility for compliance with this section. A property owner shall be responsible for all investigation costs if such investigation results in a finding of "non-compliance." Failure to comply with this section shall be grounds for discontinuation of water service.

CHAPTER III
OTHER ORDINANCES

All rules, regulations, and provisions, which have heretofore been enacted by ordinance or otherwise, shall continue to be in full force and effect unless modified or amended by the terms of this ordinance.

CHAPTER IV
SAVINGS CLAUSE

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

CHAPTER V
EFFECTIVE DATE

In compliance with Section 4 of Chapter XVI of the City Charter, this ordinance shall be in full force and effect for billings processed after June 30, ~~2014~~2015, and after passage of this ordinance and its publication.

APPROVED:

APPROVED:

Ralph B. K. Peterson
City Attorney

Marc D. Tall
Mayor

Date Approved: June 12, ~~2014~~2015
Date Published: June 45, ~~2014~~2015

Attest:

Robert S. Richards, CMC

City Clerk

I hereby certify that the foregoing constitutes a true and complete copy of an Ordinance duly adopted by the City Council of the City of Escanaba, County of Delta, Michigan, at a Special Meeting held on Monday the ~~1st~~^{2nd} day of June ~~2014~~²⁰¹⁵, and was published in the Daily Press, a newspaper of general circulation in the City of Escanaba on Thursday, June ~~4~~⁵, ~~2014~~²⁰¹⁵, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Robert S. Richards, CMC
City Clerk

NB #6
CC 5-21-15

ORDINANCE NO. 1162
SOLID WASTE RATES

AN ORDINANCE TO AMEND CHAPTER 14, FIXING THE CHARGES TO BE ASSESSED BY THE CITY OF ESCANABA FOR SOLID WASTE, RECYCLING, YARD WASTE AND LITTERING, TO BE IN FULL FORCE AND EFFECT ON THE BILLINGS PROCESSED AFTER JUNE 30, 2015~~2014~~ AND ALL BILLINGS THEREAFTER UNTIL FURTHER AMENDED BY THE CITY COUNCIL OF THE CODE OF ORDINANCES OF THE CITY OF ESCANABA

THE CITY OF ESCANABA ORDAINS:

CHAPTER I

Chapter 14, Section 3, Collection of Charges; Liens, of the Code of Ordinances shall be amended as follows:

1. Each small garbage customer shall be charged the sum of Three Dollars (~~\$3.25~~~~3.00~~) per month for the collection and disposal of up to three (3) solid waste carts of solid waste per week.

The City may, at its sole discretion, grant a small garbage exemption from solid waste charges if all of the following conditions exist: (a) a building or portion thereof must be unoccupied for the entire billing period in question; (b) a building or portion thereof must have either its electric or water service "shut off" for the entire billing period in question; and (c) no refuse may be placed for pickup at the occupancy in question during the billing period in question. Retroactive exemption will not be granted.

2. Each large garbage customer shall be charged the sum of Twelve Dollars (~~\$13.00~~~~12.00~~) per month for the collection and disposal of four (4) or five (5) solid waste carts of solid waste per week.

The City may, at its sole discretion, grant a large garbage exemption from solid waste charges if the customer in question furnishes the billing department with evidence of private collection. Retroactive exemptions will not be granted.

3. Any customer who exceeds five (5) solid waste carts of solid waste per week will be required to provide for the collection and disposal of their solid waste through other methods.
4. Should the State of Michigan or any other duly authorized governmental agency mandate any cost increases for the disposal of solid waste at the Delta Solid Waste Management Landfill, these additional costs will be added to the rates as previously described.
5. There is created and established a special fund to be known and designated as the "Solid Waste Fund" into which all sums collected under this chapter shall be deposited and kept by the City Treasurer and from which all expenses of the administration and operation of this chapter shall be paid.
6. All solid waste collection service charges shall be paid to the City Treasurer.
7. A three (3%) percent penalty charge will be made on all bills unpaid after the date indicated on the bill. The penalty charge will be computed as of the date of payment and will be computed on the amount of payment applied to the delinquent balance. The penalty charges may be waived at the discretion of the city for good reason when the interest of the city would be best served by waiving said penalty or if the customer proves extraordinary circumstances intervened to prevent payment of the bill on the due date. In all cases, it will be the exclusive right of the city to determine the facts and judge the validity of the request to waive the penalty payments.
8. In addition to all other remedies for the collection of delinquent charges or billing authorized by ordinances of the city pertaining to solid waste collection, the city shall have the right to such liens and procedures as may be established for the collection of solid waste utility charges as are now or hereafter authorized by the laws of the state.

Chapter 14, Section 4. Enforcement, of the Code of Ordinances shall be amended as follows:

Charges for solid waste disposal shall constitute a lien on the premises served and if not paid within six (6) months shall be certified by the official in charge of the collection thereof to the tax assessing officer, and shall then be entered upon the next tax roll as a charge against such premises and shall be collected and the lien thereof enforced in the same manner as general city taxes against such premises are collected and the lien thereof enforced. All provisions of the laws of the state and the city charter applicable to the time and manner of certification and collection of delinquent city taxes levied against real estate in the city shall be observed in the certification and collection of such charges, provided, however, that in all cases where a tenant is responsible for the payment of any such charge and the utility billing office is so notified in writing, which notification shall include a true copy of the lease of the affected premises, if there be one, then no such charge shall become a lien against such premises from and after the date of such notice.

CHAPTER II
SAVINGS CLAUSE

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

CHAPTER III
REPEALING CHAPTER

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

CHAPTER IV
EFFECTIVE DATE

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

APPROVED:

Ralph B. K. Peterson
City Attorney

APPROVED:

Marc D. Tall
Mayor

Date Approved: June ~~12~~, ~~2015~~2014
Date Published: June ~~45~~, ~~2015~~2014

Attest:

Robert S. Richards, CMC
City Clerk

I hereby certify that the foregoing constitutes a true and complete copy of an Ordinance duly adopted by the City Council of the City of Escanaba, County of Delta, Michigan, at a Special Meeting held on Monday, the ~~1st~~^{2nd} day of June ~~2015~~2014, and was published in the Daily Press, a newspaper of general circulation in the City of Escanaba on Thursday, June ~~45~~, ~~2015~~2014, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Robert S. Richards, CMC
City Clerk



NB # 7
CC 5-21-15

May 11, 2015

The Bay de Noc Great Lakes Sportsfishermen, Inc. would like to host a bass tournament at the North Shore Boat Launch on Saturday, July 18, 2015. Rules meeting would take place at 6:30 a.m. with the weigh-in time being at 4:30 p.m. The event would have approximately 20 boats and 40 participants.

No special set up is needed. The club will bring their enclosed trailer to weigh the fish.

The club's insurance is currently on file with the City.

If you have any questions or concerns, please notify Tom Polkey at (906) 474-6351.

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

DATE(S) OF EVENT: Saturday, July 18, 2015
Day of Week, Month, Day, Year (eg: Saturday, January 2, 2014)

NAME OF EVENT: Bay de Noc Great Lakes Sportsfishermen Bass Tournament

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

Organization: GLSF
 Contact Person: Kim Peterson Phone (day) 290-0067
 Address: P.O. Box 1322 Phone (evening): _____
 City: Escanaba, MI E-mail: kpeterson@escanabacounty.org
 Postal Code 49829 Website: _____
 Charitable Org #: _____ Event Phone: _____
 (If applicable) Fax: _____
 Alternate Contact: _____
 (It is recommended that an alternate name & telephone number be provided)

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

LOCATION

City Park Name: NSBL
 Building/Facility Name/Area: _____
 Road (s) Road Closure Required?: Partial Full

DATE / TIME

EVENT TIME This is the time your event would be ready to accept participants or general public.	Event Begins	Event Ends
	DATE: <u>7/18/15</u> TIME: <u>6:30 a.m.</u>	DATE: <u>7/18/15</u> TIME: <u>7:00 p.m.</u>
SET UP TIME When do you want the area reserved for your organization to ensure you have adequate time for set up and tear down.	Set Up Start	Tear Down End
	DATE: <u>7/18/15</u> TIME: <u>6:00 a.m.</u>	DATE: <u>7/18/15</u> TIME: <u>7:30 a.m.</u>

The collection, use and disclosure of personally identifying information submitted on this form will be used to facilitate the request to host a special event within the City of Escanaba. Applicants may, from time to time, be contacted by the City or a City-contracted third-party for the express purposes of gathering information about the proposed event, assessing satisfaction and/or obtaining feedback on services related to special events. Questions about this collection should be directed to the City Manager.

EVENT DETAILS

TYPE OF EVENT

- Parade Cycling Festival/Event
 Run Walkathon Other (specify) Bass tournament

ESTIMATED ATTENDANCE (please estimate all that apply)

Participants # <u>25</u>	Wheelchair Accessible Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Bands # _____	For events on City Property are you seeking approval to charge:
Vehicles/Floats # <u>10 -boats</u>	Admission Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Volunteers # <u>5</u>	Parking Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
General Public # <u>40</u>	Is this event: <input checked="" type="checkbox"/> Open to the Public <input type="checkbox"/> For Invited Guests only

EVENT ELEMENTS (complete to ensure proper permits are processed)

Power Requirements* Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Fireworks Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Sound Amplification Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Alcohol Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Access to power if possible Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Live Music Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Tents/Temp. Structures Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Size of tent(s): _____
Amusement Rides Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Provider: _____
Inflatables Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Provider: _____

FOOD & BEVERAGE

Will there be food & non alcoholic beverages sold? Yes No (continue to next page)

Food stand locations Indoor Outdoor Inside & Outside

What kinds of food will the Stands be selling? (check all that apply)

- | | | |
|---|---------------------------------------|--|
| <input type="checkbox"/> Chicken/seafood | <input type="checkbox"/> Soups/chilli | <input type="checkbox"/> Other foods (please list) |
| <input type="checkbox"/> Rice/pasta dishes | <input type="checkbox"/> Salad | _____ |
| <input type="checkbox"/> Pop, chips, candy | <input type="checkbox"/> Other meats | _____ |
| <input type="checkbox"/> Hotdogs/hamburgers | <input type="checkbox"/> Baked goods | _____ |

Reservation Fees (check applicable box):

- Ludington Park Pavilion 1/2 day \$75 (resident) \$100 (non-resident)
- Ludington Park Pavilion full day \$100 (resident) \$125 (non-resident)
- Ludington Park Bandshell 1/2 day \$75 (resident) \$100 (non-resident)
- Ludington Park Bandshell full day \$100 (resident) \$125 (non-resident)
- Ludington Park Gazebo \$50 p/2 hour block (res) \$75 p/2 hour block (non-resident)
- Other Picnic or Gathering Areas \$35 p/day
- John D. Besse Park Pavilion 1/2 day \$75 (resident) \$100 (non-resident)
- John D. Besse Park Pavilion full day \$100 (resident) \$125 (non-resident)
- Lemerand Pavilion 1/2 day \$75 (resident) \$100 (non-resident)
- Lemerand Pavilion full day \$100 (resident) \$125 (non-resident)
- Lemerand Complex \$250 per day

Half Day Reservation: Cut-off time is 4:00 pm. Half-day reservations can be made before or after 4:00 pm.

EVENTS REQUESTING ROAD CLOSURE

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

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

DEFINE THE CLOSURE LIMITS – ATTACH A DETAILED MAP

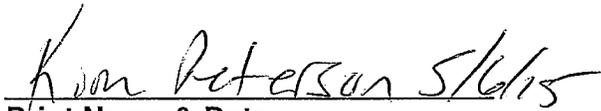
I have read and understood the Special Events Application.

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

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



Event Organizer Signature



Print Name & Date

MEMORANDUM

May 12, 2015

NB #8
CC 5-21-15

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

FROM: Kim Peterson, Executive Secretary *KP*

SUBJECT: Recommendation for Ludington Park Beach House RFP

Administration is recommending the Ludington Park Beach House Lease for Recreation Water Equipment for the 2015 season be awarded to Mish Watersports, LLC., of Escanaba, Michigan. The Ludington Park Beach House is currently a non-utilized space. A \$100 fee will be assessed to help off-set utility costs for the season. Mish Watersports, LLC. would be required to provide insurance.

Attached please find photographs of the recreation water equipment that will be rented, photographs of the Beach House area, proposal form and pamphlet.

LUDINGTON PARK BEACH HOUSE RECREATION WATER EQUIPMENT PROPOSAL FORM

I/We hereby submit the following proposal to provide recreation water equipment rentals at the Ludington Park Beach House, Escanaba, Michigan, for the 2015 Summer Season:

Name of Company or Non-Profit Organization	<u>Mish Watersports, LLC.</u>
Name of Owner/Responsible Individual	<u>Jarred Drown</u>
Address	<u>6386 N. 11th St.</u>
City	<u>Wells</u> Zip <u>49894</u>
Phone	<u>786-2804</u> (Home) <u>443-745-2833</u> (Work) <u>786-3173</u> (Fax)
E-Mail	<u>jarred@mishwatersports.com</u>

VENDOR'S RECREATION WATER EQUIPMENT SELECTION: Provide a description of your selection:

- ▷ Seven 11' Single Kayaks for Rental
- ▷ Four 13.5' tandem Kayaks for Rental
- ▷ Ten 9-11' stand up paddleboards for Rental and/or lesson
- ▷ All Kiteboarding equipment for lessons only
(life vests and safety harnesses provided with all activities along with any other necessary safety devices)

DESCRIPTION OF VENDOR'S RENTAL UNIT: Provide a description of the rental unit, i.e.: physical size and appearance; facilities and equipment contained. Please include photo:

Seeking approval to rent out of Escanaba beach house. Equipment racks and Registration table would be brought in. If beach house unavailable, we will utilize our 24' enclosed trailer. No photo available.

VENDOR'S DAYS/TIMES OF OPERATION: Provide a list of days/times your rental business is expected to operate at the Ludington Park Beach House:

<u>DAY</u>	<u>HOURS OF OPERATION</u>
Monday	<u>11am-8pm</u>
Tuesday	<u>11am-8pm</u>
Wednesday	<u>11am-8pm</u>
Thursday	<u>11am-8pm</u>
Friday	<u>11am-8pm</u>
Saturday	<u>11am-8pm</u>
Sunday	<u>1pm-8pm</u>

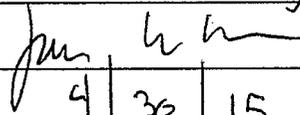
Provide dates when your rental business will not be available for service at the Ludington Park Beach House, i.e.: previous commitments:

Closed Sept 8-27 except weekends, closed completely after Sept. 27 (until next season)

INSURANCE POLICIES/CERTIFICATION:

- Current insurance certificates (copy) attached;
- Do not have current insurance certificate, but will obtain insurances, as per specifications.

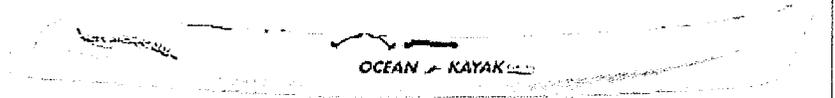
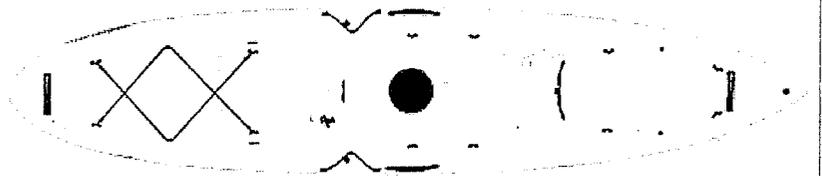
I/We have read and understood the Specifications, Policies, and Guidelines for the Ludington Park Beach House Lease for Recreation Water Equipment - 2015 Summer Season, and agree to all provisions contained within.

NAME OF COMPANY/ORGANIZATION Mish Watersports, LLC.
 NAME OF OWNER/REPRESENTATIVE Jarred Drown, Rick Eldod
 SIGNATURE OF OWNER/REPRESENTATIVE 
 DATE 9 | 30 | 15

11 Kayaks

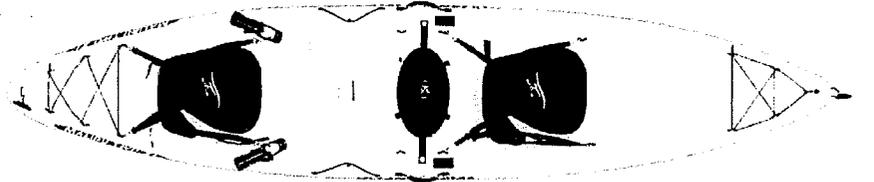
7 Single 11' Kayaks

Ocean Kayak Scrambler

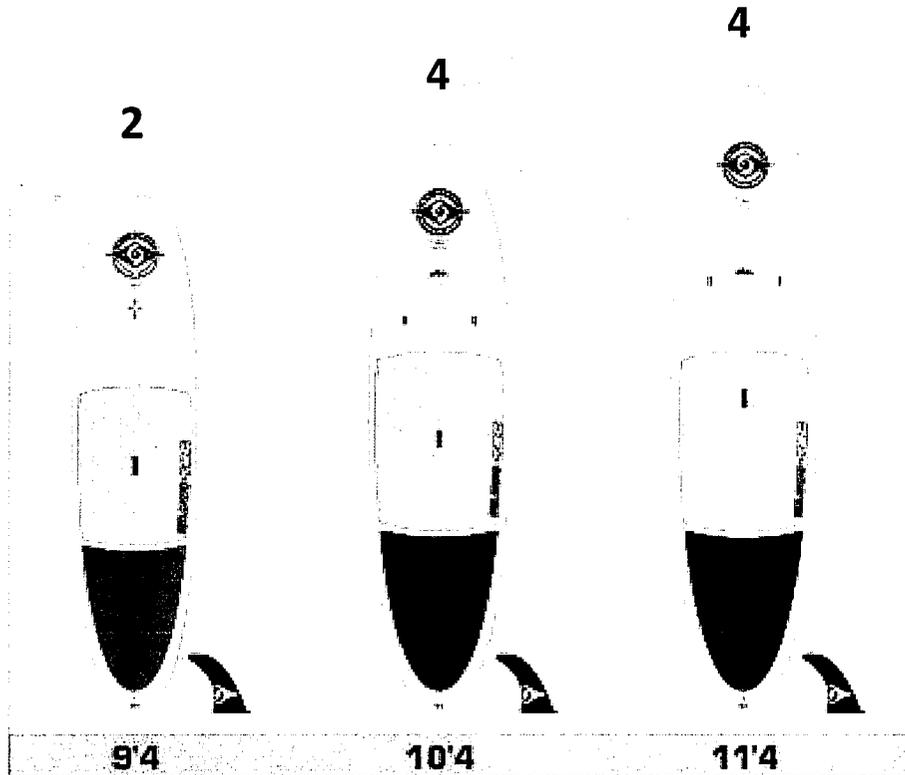


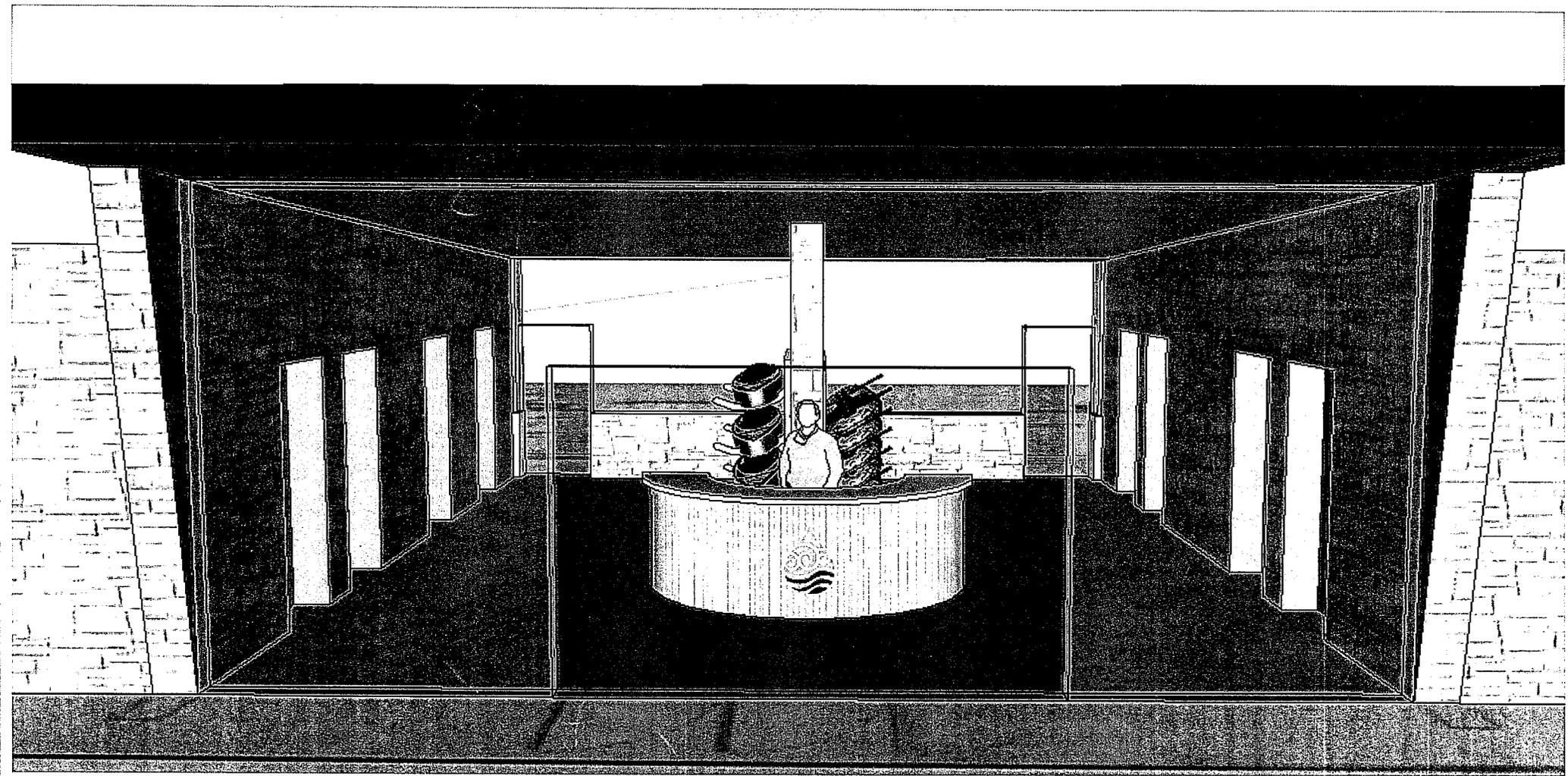
4 Tandem 13' Kayaks

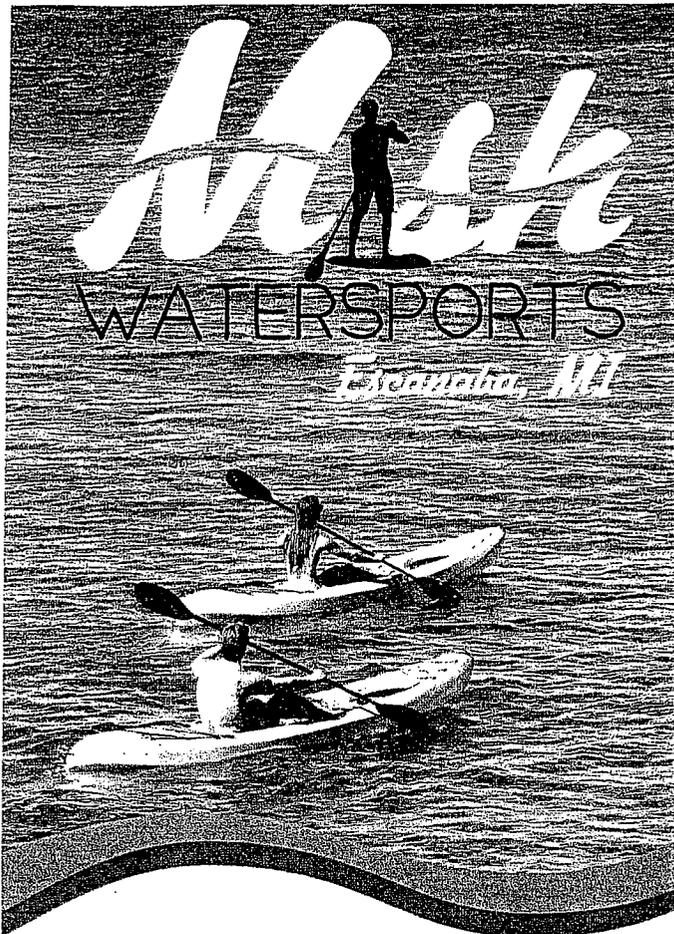
Ocean Kayak Malibu 2 XL



10 BIC Duratec Stand Up Paddleboards



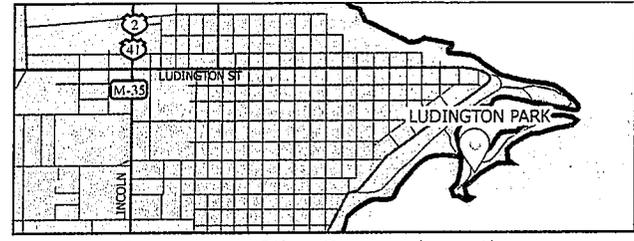




**KAYAK +
PADDLEBOARD
Rentals**

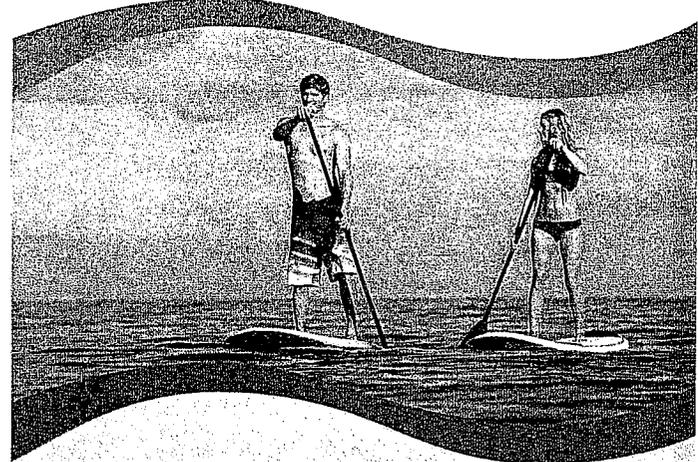


515-999-MISH
MISH@MISHWATERSPORTS.COM
MishWatersports.com



Open June 6th - September 7th
Mon-Sat 11am - 8pm | Sunday 1pm - 8pm
Late season hours: Open until Sept. 27 on Sat & Sun only

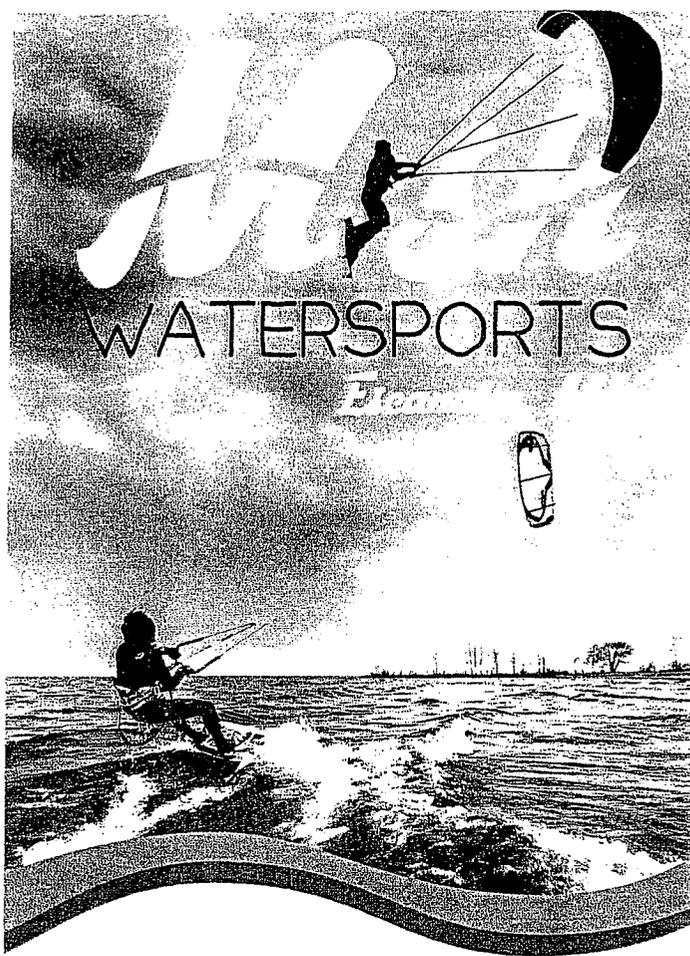
Renting a stand up paddleboard (SUP) or kayak is a unique way to explore the shores of Little Bay de Noc. Located on the Northern shores of Lake Michigan, the bay is an exciting and safe place to try a SUP for the first time or get adventurous and go for a nice long paddle down the coast.



Kayak/Paddleboard Mix & Match Pricing

	1	2	3	4
1 Hour	\$30	\$50	\$70	\$90
2 Hours	\$40	\$70	\$100	\$120
4 Hours	\$50	\$90	\$125	\$150

\$20 Off
orders \$70 or more
ex. 2 board/2hr rental ~~\$70~~ \$50
**Present this coupon to redeem discount*



MISH WATERSPORTS

Escanaba, Michigan

KITEBOARDING & SNOWKITING Lessons



515-999-MISH
MISH@MISHWATERSPORTS.COM
MishWatersports.com



Jump into a new sport with a kiteboarding or snowkiting lesson from one of our excellent instructors. Visit our website for lesson details.

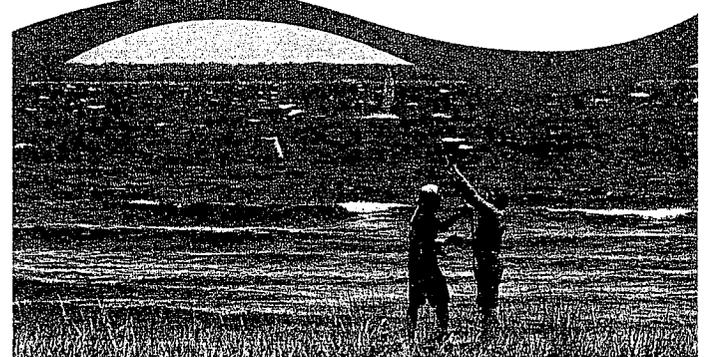
\$60 PER HOUR
3 hour minimum

BOOK A 7 HOUR PACKAGE + SAVE!
7 Hour Lesson ~~\$420~~ \$350

BRING A FRIEND AND SAVE BIG
\$20/hr for each additional student
**3 student limit*

EXCELLENT BEGINNER LOCATIONS
Escanaba is an excellent place for beginners, with miles of waist deep fresh water.

Snowkiting: Indian Lake is a wide open flat playground making it an excellent spot for beginner to advanced snowkiting.







TO CONCESSIONAIRES:

April 17, 2015

PROPOSAL:

**LUDINGTON PARK BEACH HOUSE
LEASE FOR RECREATION WATER
EQUIPMENT FOR 2015 SEASON**

PROPOSAL OPENING:

**Tuesday, May 5, 2015; 2:00 p.m.
Room 101 of City Hall**

DATE TO BE ADVERTISED:

Saturday, April 25, 2015

INVITATIONS TO SUBMIT
PROPOSALS SENT TO:

Five (5)

Mish Watersports
6386 North 11th Street
Wells, MI 49894

Mr. Bike and Ski
1016 Ludington Street
Escanaba, MI 49829

Brampton Bike and Ski
910 Delta Avenue
Gladstone, MI 49837

Richards Boatworks Splash
E4528 State Hwy M35
Escanaba, MI 49829

Beaten Path
1015 Ludington Street
Escanaba, MI 49829

NOTICE TO RECREATION WATER EQUIPMENT VENDORS

The City of Escanaba is seeking proposals from recreation water equipment vendors for the purpose of providing recreation water equipment in Escanaba's Ludington Park Beach House during the 2015 summer season. One successful vendor will be awarded exclusive recreation water equipment rights during the summer season.

Sealed proposals will be received by the City of Escanaba Clerk's Office in Room 101 of City Hall, 410 Ludington Street, Escanaba, Michigan, on or before 2:00 p.m. on May 5, 2015 for recreation water equipment at Ludington Park Beach House. The proposals will be publicly opened and read at said time and date. (FAX and E-MAIL transmittals will not be accepted.)

Recreation water equipment proposal forms and specifications are available at the City Clerk's Office, 410 Ludington Street or the Recreation Department Office, 225 North 21st Street. Proposals will not be considered unless the proposal form furnished by the City is properly completed and enclosed in a sealed envelope marked:

LUDINGTON PARK BEACH HOUSE RECREATION WATER EQUIPMENT

The City of Escanaba reserves the right to reject all proposals, or any part of any proposal and to waive irregularities in the proposals received.

Robert S. Richards
City Clerk

SPECIFICATIONS, POLICIES AND GUIDELINES
FOR
LUDINGTON PARK BEACH HOUSE
RECREATION WATER EQUIPMENT
2015 SUMMER SEASON

1. **GENERAL INFORMATION:** The City of Escanaba is soliciting proposals from recreation water equipment vendors to provide recreation water equipment at the Ludington Park Beach House during the entire 2015 summer season. Ludington Park is a 120 acre city/regional park containing a variety of prime recreation and picnic facilities. Ludington Park services a population of approximately 30,000 persons in Delta County and is utilized daily by several hundred to several thousand users.

The City of Escanaba intends to award one seasonal vendor the right to rent recreation water equipment at the Ludington Park Beach House for the duration of the summer season. Proposals submitted will be evaluated upon several factors including selection of equipment, rental costs, anticipated days and hours the rental business operates at the Ludington Park Beach House and/or past performance with the City of Escanaba.

2. **PURPOSE/GOAL OF THIS CALL FOR PROPOSALS:** The City of Escanaba's purpose and goal of calling for recreation water equipment proposals for the Ludington Park Beach House 2015 summer season is two-fold:

- To serve the users of Ludington Park Beach House with recreation water equipment; and
- To structure the Specifications, Goals and Policies for recreation water equipment, outlined in this document, with sufficient options and flexibility to permit vendors the opportunity to maximize their business and serve the public.

3. **RECREATION WATER EQUIPMENT AREA:** The City intends to designate the Ludington Park Beach House interior area which is approximately 24' x 30'. If exterior property surrounding the Ludington Park Beach House is needed, such must be noted in proposal.

4. **VENDOR'S FEE:** The awarded recreation water equipment vendor shall submit a fee in the amount of \$100 in order for the City of Escanaba to consider awarding recreation water equipment rights within the Ludington Park Beach House. The appointed recreation water equipment's fees shall be retained by the City to offset incurred utility costs for the 2015 summer season.

5. **RECREATION WATER EQUIPMENT VENDOR'S SELECTION:** Vendor's proposals will be evaluated on a number of factors. Recreation water equipment selection offered by the vendor to the public will be evaluated. Provide a complete list of recreation water equipment selection within the proposal form.

6. **VENDOR'S DAYS/TIMES OF OPERATION:** Provide upon the proposal form, days of the week and daily times the rental operation is anticipated to be present and operational at the Ludington Park Beach House. This will be a critical factor in the City's evaluation of the recreation water equipment vendor's proposal as the City wishes the park/beach to be serviced with recreation water equipment at peak use times both during weekday evenings and on weekends. It is the intent of this paragraph to permit the vendor maximum flexibility to determine best days and times to have the rentals at the Ludington Park Beach House.

7. **INSURANCES:** The vendor shall provide, with this proposal, evidence of the following insurance policies/certification:

Workers Compensation

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

Comprehensive General Liability

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

Comprehensive Auto Liability

Auto Liability	\$1,000,000 Combined Single Limits (minimum)
----------------	--

Upon award of vending rights, the vendor shall provide the City of Escanaba with a current and updated Certificate of Insurance providing the minimum coverages, as specified. The City of Escanaba shall be named as "additional insured" to all policies.

8. **VENDOR'S HOURS OF OPERATION:** As per Section 6 of the Specifications, the vendor is to provide his/her anticipated hours of operation at the Ludington Park Beach House. Ludington Park hours are 7:30 a.m. to 11:00 p.m. seven days a week. Vendors may not be open for business outside these hours.

9. **SUMMER SEASON TERM DEFINED:** The summer season at the Ludington Park Beach House is defined as June 1st through August 23rd. The appointed vendor must rent recreation water equipment during this time period as a minimum and may also have rentals available, at his/her discretion before June 1st and beyond August 23rd.

10. **UTILITIES:** The City of Escanaba will provide an electric service connection for the recreation water equipment vendor at the Ludington Park Beach House at 110V. The City, however, is neither obligated nor responsible for service interruptions.

11. **TRASH AND LITTER:** Trash generated by vendors/customers must be bagged, tied, and disposed of daily.

12. **SUB-LEASING:** The successful vendor shall be prohibited from sub-leasing or in any way transferring his/her right to lease the Ludington Park Beach House to any other party or individual.
13. **CONDITION OF PREMISES:** Taking possession by lease of the Ludington Park Beach House by the vendor shall constitute acknowledgment that such premises are in good condition. Vendor shall accept the premises in its existing condition and the City shall not be required to make any alteration.
14. **QUALITY OF SERVICE:** All items rented by the vendor shall be of first class quality, and the services provided by the vendor shall be rendered courteously and efficiently. The City reserves the right to prohibit the rental of any item that it deems objectionable.
15. **APPEARANCE OF LEASED AREA:** The vendor shall submit a photo of the recreation water equipment that will be available with the proposal. The Ludington Park Beach House shall be kept in a neat and orderly fashion.
16. **PUBLICATIONS/PAMPHLETS:** Any publications and/or pamphlets must be reviewed by the Recreation Director prior to any distribution at the Ludington Park Beach House.
17. **INDEMNIFICATION:** The vendor shall hold the City of Escanaba harmless from and shall defend and indemnify the City of Escanaba from and against all liability for injuries or deaths of persons or damage to property arising from activities under this assignment, including loss predicated on active or passive negligence of the City of Escanaba.
18. **CITY COORDINATOR:**
Thomas Penegor, Recreation Director
Catherine Bonifas Civic Center
225 North 21st Street
Escanaba, MI 49829

Mail:

P.O. Box 948

Escanaba, MI 49829

Phone: (906) 786-4141

Fax: (906) 789-3798

E-mail: recreation@escanaba.org

NB #9
CC 5-21-15

APRIL 9, 2015

MEMORANDUM

TO: JIM O'TOOLE

FROM: KIM PETERSON *KP*

RE: JANITORIAL SERVICES

After several years of high attrition among City Hall custodians, and after considerable difficulty finding dependable, replacement personnel, a decision was made to evaluate contractual services as an alternative to direct employment of a custodial staff. On January 20, 2015, administration put out a request for proposals (RFP) for janitorial services at the City Hall Library Complex. Requests were sent to 8 vendors; of the 8 vendors who received requests, 3 responded with proposals. Below is a summary of the pricing for the 3 proposals received. Copies of the full proposals attached to this communication. The below prices are for services only and do not include supplies or consumables.

<u>VENDOR</u>	<u>ANNUAL COST</u>
Rent -A- Maid	\$36,140
Sparks	\$35,006
Hi Tec Building Services	\$33,300

Administration recommends awarding a one year contract to the low bidder, Hi-Tec Building Services. Administration further recommends a contract modification, whereby Hi-Tec will include all supplies and consumables at an adjusted annual price of \$38,400. As part of their proposal, Hi-Tec has also agreed to employ the City's current part-time custodian at a wage rate equal to or greater than her current wage rate.

In fiscal 2013/2014, the City spent approximately \$39,400 for City Hall and Library custodial expenses. With this expense, comes exposure to workers compensation claims and exposure to unemployment claims, which are difficult to quantify. Contracting relieves the City from that exposure and relieves from the problems caused by attrition in those positions. For these reasons, we recommend awarding a one year contract to HiTec.

HI-TEC 
BUILDING SERVICES

Cleaning without compromise.

Misty Yohannan
Director of Business Development

6578 Roger Dr.
Jenison, MI 49428
myohannan@hitec-services.com
www.hitec-services.com

888-345-5314
888-355-5415 Fax
810-730-6382 Cell

HI-TEC 
BUILDING SERVICES

Cleaning without compromise.

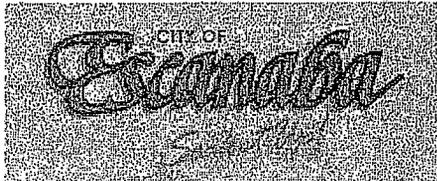
Dave Miller
Area Manager

6578 Roger Dr.
Jenison, MI 49428
dmiller@hitec-services.com
www.hitec-services.com

888-345-5314
888-355-5414 Fax
906-295-1534 Cell

City of Escanaba
City Hall Library Building
Cleaning Services Proposal

HI-TEC 
BUILDING SERVICES



Handwritten signature or initials

Revised 3.3.15

Pricing: City of Escanaba, 410 Ludington Street, Escanaba, MI 49829

Five (5) Days per week cleaning Including Chemicals and Equipment:

City of Escanaba to provide shovel and/or snow blower and fuel for snow removal.

<u>Monthly</u>	<u>Annual</u>
\$3,200.00	\$38,400.00

Building Personnel	Shift Time	Hours	Day of Week
Cleaner	TBD	4	Monday-Friday
Cleaner	TBD	4	Monday-Friday

*Hi-Tec to provide consumable unit pricing and invoice as a direct pass through: consumables (toilet paper, paper towel, hand soap/sanitizer, feminine product and trash liners i.e.,).

Special Services Cost Proposal:

- Emergency Call: \$25.00/per hour/per person
- Carpet Cleaning: \$0.13/per sq ft (using the City of Escanaba carpet extractor)
- Strip/Wax: \$0.40/per sq ft
- Scrub/Recoat: \$0.35/per sq ft

Brian Hogan, President 2/5/2015
 Printed Name of Executive Official for Contractor Date



Signature of Executive Official for Contractor 2/5/2015
Date

Below is a list of consumables Hi-Tec provides. The Cities current dispensers are proprietary which means we can not supply the current paper product being utilized with any savings to the City..

Should you select Hi-Tec to provide your consumable products the dispensers would need to be replaced as shown below.

The consumables listed below will be a monthly direct pass through billing.

Requested Product	Product #	Product description	Total Customer Price
Junior Roll toilet paper	SCA12024402	Tork 2ply JRT Mini Bath Tissue 3.7x751' 12RL/CS	\$41.62
Junior Roll Dispensers	SCA5555290	Elevation T2 Bath TisJumbo Mini Twin Black	\$0.00
	SCA290088	Tork UniversS Roll Towel Natural 6/700/cs	\$47.61
	SCA5510282	Tork Elevation Matic Roll Twl Dispenser BLK	\$0.00
	SNC3152-1	Lite N Foamy - Cran Ice-Hand, Hair & Body 4GL/CS	\$66.05
	SNC975700	Lite N Foamy Soap New Dispenser Black	\$0.00
Sanitary Wax Bags	RRM25121298	Waxed Bag Liner RM#6141 F/614 units 250/CS	\$20.56
Sanitary pads	RRM25130973	#4 Naturelle Maxi Pads 250/CS	\$38.11
Sanitary tampons	RRM25176488	Naturelle Tampons 500/CS	\$67.49
33 gal black liner	NICZ6640VKR01	33x40 16 MIC Roll Liner Black 10/25/CS 33 Gal	\$26.71
33 gal clear liner	NICZ6640VN	33x40 16 MIC Flat Pack Liner Clear 250/CS 33 Gal	\$31.37
60 gal black liner	NICZ7660WKR01	38x60 22MIC Roll Liners Black 10/15/CS	\$38.02
60 gal clear liner	NICZ7660WNR01	38x60 22MIC Roll Liners Clear 10/15/CS	\$44.72

February 5, 2015

City of Escanaba
410 Ludington Street
Escanaba, MI 49829

Dear Selection Committee,

Thank you for the opportunity to partner with City of Escanaba. Included in this packet you will find a brief history of Hi-Tec Building Services as well as a cleaning service quote for labor only, two (2) part time employee's, twenty (20) hours each per week. We have provided references and details outlining our coverage.

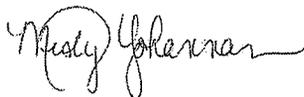
Hi-Tec has been servicing facilities in the State of Michigan for over 53 years, totaling over 15 million square feet cleaned daily. We have over 660 employees and are a corporation that has never been involved in any legal litigation, or removed from a facility while under contract.

Our programs are individually designed to cater to the needs of each customer independently. We know that strong leadership of a District Manager is the key to our operational success. Hi-Tec will provide excellent customer service from our senior and regional operations managers and highly involved sales managers to insure success and satisfaction at all levels. We are a local vendor with a physical office located in Cedarville, Michigan.

The knowledge we have acquired through years of challenge and success has provided us with a strong foundation to implement cleaning programs tailored for your facility needs. Included with our bid are well-trained individuals to perform all custodial duties and quality control management.

Hi-Tec would like to thank you again for this opportunity. Please feel free to contact us at any time with any additional questions as we are happy to work with you to design the best possible cleaning program that fits your needs and your budget.

Sincerely,



Misty Yohannan
Director of Business Development
Office: 888-345-5314
Fax 888.355.5415
Cell 810.730.6382
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Section #1



Pricing, Contract Documents



Contract Specifications

Statement of Work (SOW)

Project Request

This Contract is for Janitorial Services for City of Escanaba, 410 Ludington Street, Escanaba, MI 49829

In-Scope

Contractor shall provide all personnel and supervision to perform the janitorial (housekeeping) services as described in the specifications. The required objective is to maintain the facility in such a manner to provide a clean, healthy, and safe work environment for occupants and visitors of the City of Escanaba facility.

Environment

All work shall be done in accordance with all regulations of the local, county, state, and federal agencies.

Work and Deliverable

Contractor, through innovation, technology, or other means, shall perform and shall provide the required cleaning services and staff to complete the frequencies determined by the City of Escanaba.

Contractor shall provide all janitorial services related items and services necessary for or incidental to the performance of work in accordance with this contract, including but not limited to:

1. All personnel
2. Supervision of staff

EQUIPMENT

City of Escanaba shall furnish all equipment and supplies.

SUPPLIES

1. City of Escanaba will supply all cleaners, finishes, and supplies necessary to perform required cleaning services.
2. City of Escanaba shall provide a complete list, by brand names and product numbers, of all supplies to be used in fulfilling this CONTRACT, and shall provide Materials Safety Data Sheet (MSDS) prior to Hi-Tec employees starting any work.

Contractor Roles & Responsibilities

PERSONNEL

1. In the Final Work Plan (as approved by the Facility Supervisor at the City of Escanaba), Contractor shall identify personnel individually by project role, including names and proposed physical location of all administrative, managerial, executive, and professional personnel employed on this project, for at least the following positions:

- Project Manager (including contact information)
- Staff Supervisor(s) / Inspector(s) (including contact information)

2. Contractor must provide name of staff authorized to be in the facility / site, and include the contact-information for supervisor(s).

3. Contractor shall be responsible for repair, replacement or cleanup as necessary due to carelessness or negligence on the part of the contractor and its personnel.

4. Contractor shall be responsible for all administrative functions and resources related to its personnel, including staff recruitment, interviewing, use of electronic equipment (e.g., computers, telephones), etc.

SUPERVISION

Contractor shall provide all supervision as may be necessary to oversee its personnel:

1. Contractor shall exercise all supervisory control and general control over all day-to-day operations of his/her employees including control over all worker duties and worker performance:

- a. At the conclusion of each month, the contractor shall assure inspection of services delivered to the facility for completion and performance quality.
- b. Contractor shall also be responsible for payment of all wages to employees, taxes and all required and optional fringe benefits (i.e., sick leave, pension benefits, vacations, medical benefits, life insurance, or unemployment compensation, etc.).
- c. Contractor shall discipline his/her employees, as needed, including firing and hiring.

2. Contractor must maintain a secure environment while cleaning the facility. The contractor shall comply with all security regulations and special working conditions including but not limited to:

- a. No staff is allowed into the facility other than those individuals responsible for performing janitorial services and approved by the City of Escanaba.
- b. Contractor must lock the building when leaving (where applicable).

3. If at any time City of Escanaba is dissatisfied with the service and/or the labor performed under this contract, the Facility may request and receive a new worker(s) to finish the installation.

4. The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to City of Escanaba. If the Contract Administrator or designee, notifies the Contractor in writing that any person employed on this contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this contract without the written consent of the Contract Administrator.

EMPLOYEE CONDUCT:

1. Contractor hereby AGREES that its employees, subcontractor personnel, and all other individuals Contractor, for purposes of implementing this Agreement, shall be subject to the rules and guidelines established by City of Escanaba, as well as subject to the respective departmental policies and procedures relating to the location site.

2. Further, Contractor AGREES that its employees, subcontractor personnel, and all other Contractor individuals shall:

- a. Wear a badge in plain view indicating the employee's name and company name.
- b. Wear clean and neat clothing or uniforms, supplied by themselves or the Contractor, at all times while working.
- c. Not bring or meet personal visitors (i.e., children, relatives, etc.) at the location-site.
- d. Not consume alcoholic beverages nor use narcotics while on duty nor be under the influence when reporting for duty.
- e. Not play radios or other sound equipment without the approval of the City of Escanaba.
- f. Not fraternize with agency staff, clients, tenants, or visitors to the building nor unnecessarily disrupt tenants from their work while performing their contractual duties.
- g. Secure facility (i.e., turn-off lights, etc.), as applicable, after cleaning is completed in an assigned area.
- h. The Contractor and its employees and subcontractors shall adhere to the Occupational Safety and Health Administration's (OSHA's) most recently published Safety and Health Regulations for Construction (29 CFR 1926) and general Occupational Safety and Health Standards (29 CFR 1910) for the duration of this contract.

City of Escanaba Controls Roles & Responsibilities

The City of Escanaba shall assign a Facility designee who:

1. Shall provide the Contractor, prior to the term of the contract, the general and specific orders detailing janitorial services at the contracted location, including approval of the Final Work Plan (per Location).
2. Give additional written or oral instructions to clarify the desired performance as is determined by City of Escanaba to be needed.
3. Provide necessary, registered and returnable keys for the Contractor's entrance to areas of the buildings necessary for the completion of described work after award of contract (Contractor must not duplicate any such keys).

4. Assure that an area is furnished, when necessary, for storage of the Contractor's equipment and supplies; however, Contractor will be held solely responsible for all items stored or secured on City of Escanaba premises.

The facility designee shall advise contractor with feedback and communication with regard to the satisfaction levels; to ensure an exceptional program and promote a long term working relationship.



Section #2



**Company Profile,
Mission & Philosophy,
Corporate Management**



Company Profile

Contact Person: Misty Yohannan, Director of Business Development
6578 Roger Drive
Jenison, MI 49428
(888) 345-5314 Phone
(888) 355-5415 Fax
(810) 730-6382 Cell
myohannan@hitec-services.com

Hi-Tec Building Services central office hours of operation are from 8:00 am until 5:00 pm, Monday through Friday.

Short History of Organization, Corporate Entity (not tax-exempt)

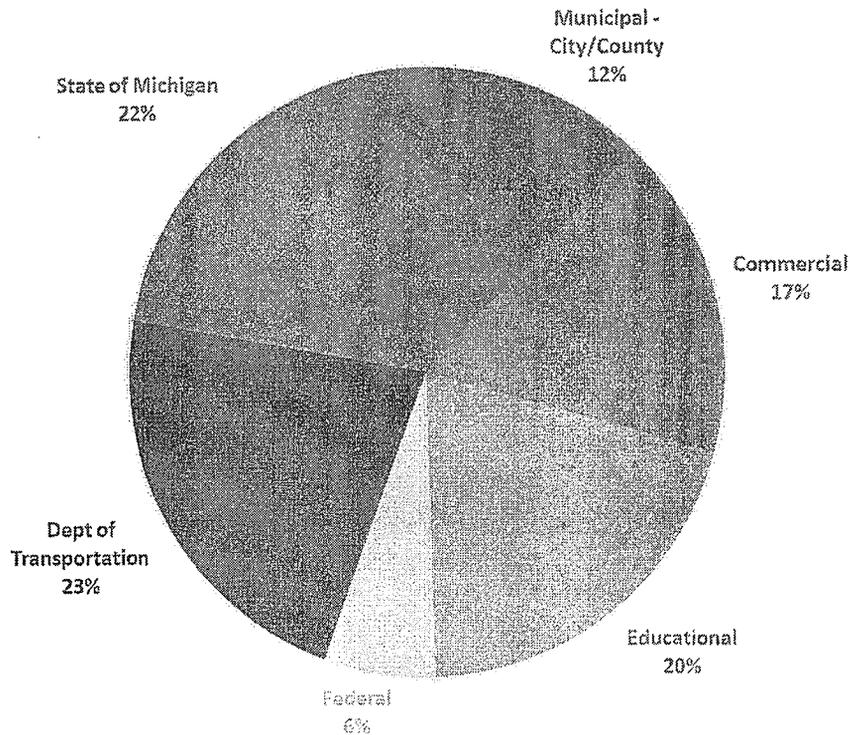
- **1960:** Business founded
- **1965:** Awarded 1st large account, Davenport University, our longest standing client.
- **1990:** Company merged business becoming Hi-Tec Building Services
- **1996:** Hi-Tec becomes the largest provider of custodial services to the Michigan Department of Transportation
- **1998:** Hi-Tec is selected to become the first privatized contractor for housekeeping and laundry services at the Grand Rapids Home for Veterans, a 300,000 square foot facility requiring 50 staff members and 24-hour, 365-day service
 - *Contract extensions for quality service – 11 successive years*
- **2004:** Awarded distinction of becoming the State of Michigan's #1 Preferred Vendor in custodial services
- **2008:** Hi-Tec becomes the largest provider of custodial services to the State of Michigan
- **2010:** Hi-Tec remains the State of Michigan's largest custodial provider and becomes the second largest custodial provider to Michigan public school districts

Hi-Tec's Leading Characteristics:

- 54 year history of providing quality service to a wide variety of clients without any legal action being taken against the corporation
- Provide custodial services to Municipalities, State run facilities, Federal facilities and Educational facilities from K-12 to Colleges and Universities.
- Every employee of Hi-Tec undergoes the strictest security verification process including Social Security verification, State of Michigan criminal history search and the National Registry of the PSOR

Our Geographic Area of Coverage spans the entire State of Michigan, including the Upper Peninsula.

Hi-Tec's Business Mix



As the chart illustrates, Hi-Tec has a very diverse client base. No one account represents more than 15% of our business.

Employees

Hi-Tec's management staff has over 125 years of combined facilities management experience and currently has over 600 employees with significant experience in the custodial industry.

Our strong support network is based out of our corporate office in Jenison, MI, with long-term employees supporting our field operations, managers, site supervisors, team leaders and cleaners throughout the state of Michigan.

Hi-Tec employs approximately 31 salaried office staff, 24 salaried field supervisory positions, 113 full time hourly employees and 453 part time hourly employees.



Mission & Philosophy

Mission: We are industry leaders in quality and customer service while promoting continued success by providing our clients with valued services, delivered with integrity. Our goal is to continuously seek new and innovative ways to increase benefits and reduce costs for our clients.

Hi-Tec Building Services will be a leader in customer service achieving quality and excellence through the involvement of all personnel in the continuous improvement of service.

- **We recognize that our customers determine our success**
- **We provide the highest quality custodial services to our Clients**
- **We conduct ourselves in a professional and responsive manner**
- **We value our employees and create opportunities for them to excel as individuals in a team environment**
- **We focus on "listening" to our customers and employees**
- **We develop long term relationships with our clients and employees**

Hi-Tec Building Services will accomplish this by providing value to our clients through quality services delivered with integrity, operating in a safe and environmentally sound manner, and continuously seeking new and innovative ways to reduce costs for our clients benefit.

Hi-Tec Building Services continues the process of growing and developing in the custodial industry. We have been in business for over 49 years. We have made a commitment to service excellence; an ongoing process in the continuous growth and development of our Company and in maintaining our strong customer relationships and satisfaction which has contributed to our client retention rate.

We guard our reputation by satisfying our clients' needs.

Corporate Management



Brian Hogan, President & Owner

Brian is a Davenport University Graduate with over 20 years of upper management experience. He has 19 years of experience in the building services industry. Brian has been the President of Hi-Tec since 1990 and is responsible for overall running of the day to day operations of Hi-Tec Building Services.



Misty Yohannan, Director of Business Development

Misty has over fourteen years of global sales experience in the commercial cleaning industry. Her background also includes: Human Resources, Safety and Operations for government, commercial, class A, airports, stadiums, automotive (tier one supplier), industrial, medical, higher and lower education facilities. Misty is responsible for customer service, distinct performance requirements, cost sensitivities and operations support.



Kelly Shrauger, Director of Sales and Marketing

Kelly is a graduate of the UCF, Florida

Bachelor's Degree in Intl. Travel and Tourism

Kelly has over 23 years in business to business sales experience as well as business ownership. Kelly is responsible for customer service and support, all contract changes, quality reviews with key management personnel and assures communication and satisfaction throughout contracted terms.



Bill McSween, Safety/Quality Control Manager

Bill is a graduate of Davenport University with a Masters Degree in Strategic Management. Bill has over 4 years in Supervision and Management experience with Hi-Tec. His responsibilities include: Safety and quality control management, insuring that our employees and the buildings we service are safe and up to the highest of standards. Assures OSHA compliance and substantiates contractual obligations.



Jessica Lemmon, Human Resources Manager

Jessica is a graduate of Grand Valley State University. She has 6 years of management experience and has been with Hi-Tec for over 4 years. Jessica is responsible for all aspects of our human resource department. Jessica oversees the hiring and retention of quality employees for all positions. She is the direct contact for employee payroll, unemployment, worker's compensation and disciplinary actions. She is also the company's equal opportunity representative and handles new employee hiring orientation.



Michelle Maddox, Account Manager

Michelle is a Graduate of GRCC and a Ferris State Bulldog! She has over 20 years of experience in accounting, purchasing and customer service. Michelle is responsible for Accounts Payable and Receivable, Purchasing, Inventory Control and Home Office Manager.

Section #3



References



References

Menominee City Courthouse/Health Department
839 10th Ave, Menominee, MI 49858
Al Thompson 906-863-7779
5 days a week cleaning, 20,000 sq. ft.
April 2013 - Current

Brian Bolsley - called
Hi-Tec cleaned Court House +
Co for a bit, very pleased

Gogebic County Office
Michigan Department of Human Services
301 East Lead St., Bessemer, MI 49911
Scott Parrott, 906-663-6202, parrotts2@michigan.gov
5 days per week cleaning, 5,864 sq. ft.
January 2011 - Current

Trina Goss - spoke to her
few years did work
Tri-County - used to do all
Gogebic/Manitou - new bid
Have had problems
Very responsive
spring cleaning - do carpets

Calumet State Police Post
55195 Hwy US 41
Calumet, MI 49913
Trina Koepel
koepelt@michigan.gov
906-337-5145
2 days per week cleaning, 6,300 sq. ft.
2011 - Current

spoke w/ Lt Danison
had issue, resolved issues
when brought up. Never any
concerns or problems

What people have to say about us...

Davenport University (1965 – Current)

“Throughout the years Hi-Tec has continued its promise of hard work. Their can do attitude is at the forefront of why they have success with us”

-Nathan McCormick
-Facilities Manager

Lakeview Public Schools (2005 – Current)

“The entire Hi-Tec organization has been great to work with, and they have fulfilled every one of our needs with great success.”

-Marty Passetti
-Assistant Principal

Holly Area Schools (2007 – Current)

“Hi-Tec has executed their bid proposal exactly as presented, and even goes above and beyond the normal scope of services.”

-Denis Taylor
-Facility Manager

Imlay City Schools and Dryden Community Schools (2007 – Current)

“ I couldn't have asked for a better company to work with.”

-Amy Swantek
-Director of Business Services

Beaverton Rural Schools (2010 – Current)

“ I was in all buildings this morning at BRS. The buildings all looked great. Hats off to Brian and his staff.”

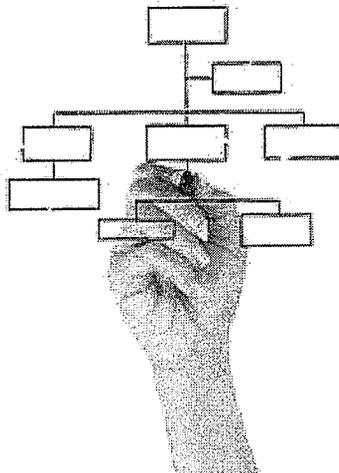
-Greg Paxton
-Superintendent

“Cleaning without compromise.”

Section #4



Communication, Management, Staffing, Transition & Start Up



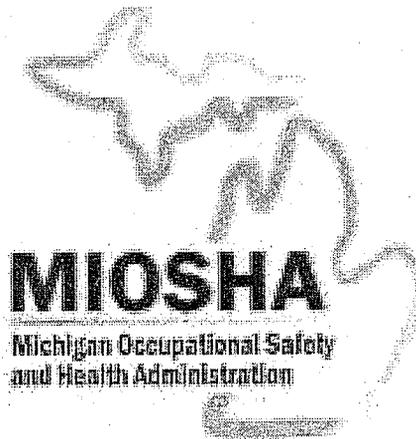
Communication and Administrative Tools

M.I.T.C is our fully automated timekeeping system. It utilizes phone lines as the main line of communication. When an employee is hired they are given a unique employee number. This number is what the employee uses to “clock in” and “clock out” on a daily basis. If an employee does not show up for his scheduled shift, the system sends an “alarm” to the Operations Manager via their cell phone.

Furthermore, the Operations Manager can check the status of a building at any time via calling the M.I.T.C. system. They can check when the employee clocked in, clocked out and even send the employee a message at any time that they are required to listen to before accessing the system.

Supervisor Interface is Hi-Tec’s answer to product purchasing, and MIOSHA compliance. Every aspect of a chemical is retained in the SI system, including: MSDS sheets, Personal Protective Equipment requirements, and order history. The Operations Manager will place their monthly product order thru SI, and the information is then sent to the Purchasing Department. Once there, we are able to upload orders into our accounting system, and the order is pushed directly to the distributor. Since ordering is automated, we can pass that cost savings onto our customer’s.

The second part of SI is the benefit of MIOSHA compliance. In an attempt to create a safe work environment for all of our employees, we feed chemical information into the SI system. When an MSDS sheet is changed, the file is uploaded and the system will notify the Operations Manager so they can immediately update the MSDS book at that location and inform all of the staff. Also, every 6 months the Operations Manager does a chemical inspection.



City of Escanaba's Staffing Plan:

Building Personnel	Wage	Shift Time	Hours	Days of Week
Cleaner	\$10.00-\$12.00	TBD	4	Monday-Friday
Cleaner	\$10.00-\$12.00	TBD	4	Monday-Friday
Total Hours Per Week			8	

- * Schedule is adjustable according to Facility needs and approval
- * On Call, Weekend and Emergency Services to be billed at additional hourly rates
- * Employee starting rates will be based on cleaning experience of each individual.

Hi-Tec Building Services Standard Uniform

- Blue Collared Shirt
- Long Pants (w/belt)
- Close Toe Shoes
- Photo I.D. Badge
- Clean & Neat Appearance



Transition & Start Up

Start of job

Both the Contractors supervisor and City of Escanaba's Facility Supervisor shall:

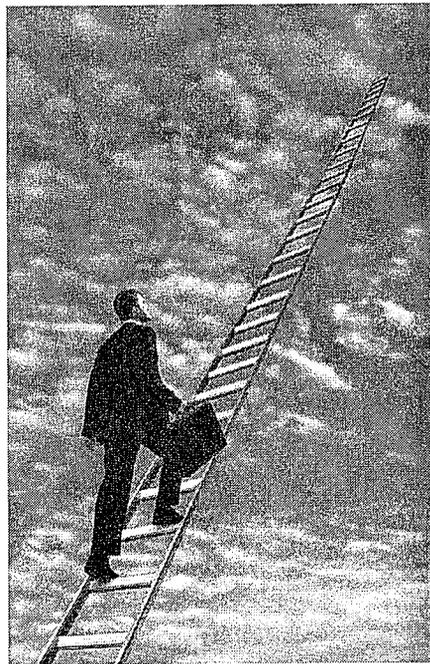
1. Walk-through the facility with the contractor to identify where janitorial closets are located, water sources, alarms, and any other specifics of your building.
2. Exchange emergency telephone numbers where the contractor can be reached day or night and where you can be reached.
3. List of Cleaning supplies and Material Safety Data Sheets (MSDS) must be obtained. You may also request to see the products.
4. Look at the contractor's Equipment. Equipment that has worn or ratted cords is unacceptable. Household grade equipment is unacceptable. Check to see if the equipment is in good operating condition. The contract requires that a motor driven Commercial grade vacuum with HEPA filtered exhaust or equipment that meet these stands be used exclusively in all carpeted areas where water and/or snow does not present a problem.
5. Establish a schedule for routine face-to-face meetings on site. (Especially within first 6 months.)
6. Provide keys to the building and any security clearances.

Hi-Tec will provide the standard operational procedures to coordinate efforts, skills and other designated resources throughout the establishment of clearly defined objectives including the establishment of a clean and safe environment and the ability to provide the preferred level of custodial services. Hi-Tec will provide management systems including clearly defined routines, record requirements, tests and inspections, operating instructions and administrative procedures essential to the designated custodial services.

Section #5



Employee Retention & Recruitment



Hiring Policies and Procedures

Hi-Tec is committed to selecting the most qualified applicants. We hire on the basis of character, communicative skills and previous experience. It is the policy of Hi-Tec not to discriminate against any applicant for employment based on race, color, creed, religion, sex, height, weight, allegiance, citizenship status, marital status, status as a Vietnam era veteran, national origin, age, handicap, disability, or any other characteristic protected by federal, state and/or local law.

General Procedures for all Hi-Tec Employees

1. Not all applicants may be chosen for an interview
2. A State of Michigan ICHAT (Internet Criminal History Access Tool) check and NSO (National Sex Offender Registry) background check will be run on every potential applicant. Applicants must not have any questionable background credentials
3. Fingerprint results will be sent to the facility and should be forwarded to Hi-Tec before an employee can begin work.
4. All applicants being considered for employment must meet the criteria set forth by the United States Department of Immigration and Naturalization.

Application Procedures

Step 1: Applicant must submit a completed application package at their interview which contains:

- a. A completed application
- b. A list of two or more references
- c. A list of previous employers
- d. A completed criminal record check permission form

Interviews: Interviews focus on employment background, general knowledge of building services, reason for applying with our company, education, character, criminal violations and other job related questions

Step 2: The Human Resource Manager reviews the application for completeness and ensures all minimum qualifications have been met. Previous employers will be contacted to verify employment dates, job responsibilities and eligibility for re-hire

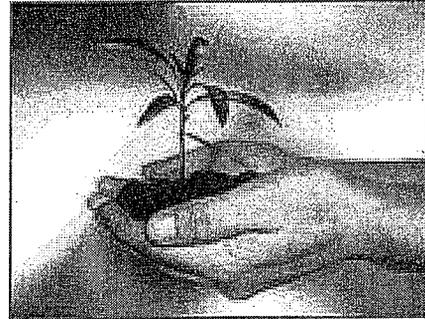
Step 3: After an applicant has successfully completed steps 1-4, the Human Resource Manager will select the most qualified applicants without questionable background credentials who may be offered employment

Step 4: Random Drug Screen and Background Checks may be ran on all employees

* Hi-Tec hires more than 90% of employees from the local community.

Talent Management

- We have powerful talent assessment tools at our disposal to determine a team member's strengths and weaknesses and will identify the types of training that are most appropriate for each individual team member
- Our talent management strategies and services are never "boxed" programs. We will prepare a customized employee development and coaching strategy for individual team members to reach their unique growth opportunities
- With the knowledge gained from our assessment tools, we can help you identify individuals best suited for advancement in our organization
- We help ensure that employees are engaged in their day to day activities within your organization to ensure a high level of organizational commitment. This is why Hi-Tec makes the commitment to hire at least 90% of the workforce locally
- We provide the kind of employee training and development that sticks. We avoid feel good training that works for a day and is forgotten. Our training programs are made to bring about real and lasting change



Hi-Tec understands that there are many different learning styles. We have formatted our training, coaching, and management styles to reflect these so as to benefit all employees.

Employee Motivation

The key to motivating a person lies in understanding what they value. For some the lure of a hefty bonus check at the end of the month really gets them excited. While others are motivated by a genuine desire to help others, or the opportunity to solve a difficult problem and learn something new in the process.

The way in which we motivate our employees has a dramatic effect on employee retention. This is one of the reasons that Hi-Tec is far above industry averages in employee retention. We understand the importance and recognize that when it comes to employee motivation, one size does not fit all. We use all of the tools at our disposal to better understand each individual employee, so as to better motivate them.

Hi-Tec focuses on the six key value categories that motivate people and employees to action. These categories are:

- **Individualistic** - The desire for power, influence and control over their own destiny as well as that of others. The desire to achieve and become more.
Promotions
- **Economic** - A characteristic interest in money/utility and return on investment.
Raises

- **Theoretical** - An interest in the discovery of knowledge and an appetite for learning. Advanced training and certifications
- **Aesthetic** - A relative interest in form, balance, and harmony. Energy savings and green cleaning innovative training
- **Social** - A keen interest in helping others. A place enabling them to be a genuine help to people and community members
- **Traditional** - A focused interest in following a specific system for living. A guided path following a combination of all of the above

Understanding the key categories that motivate employees can be incredibly valuable. Imagine knowing with relative precision what motivates your individual employees. Not all employees are motivated by money. While most employees expect monetary rewards for exceptional performance, it is not what really motivates them. With an in-depth understanding of what values motivate your employees, we are better able to motivate each individual employee.



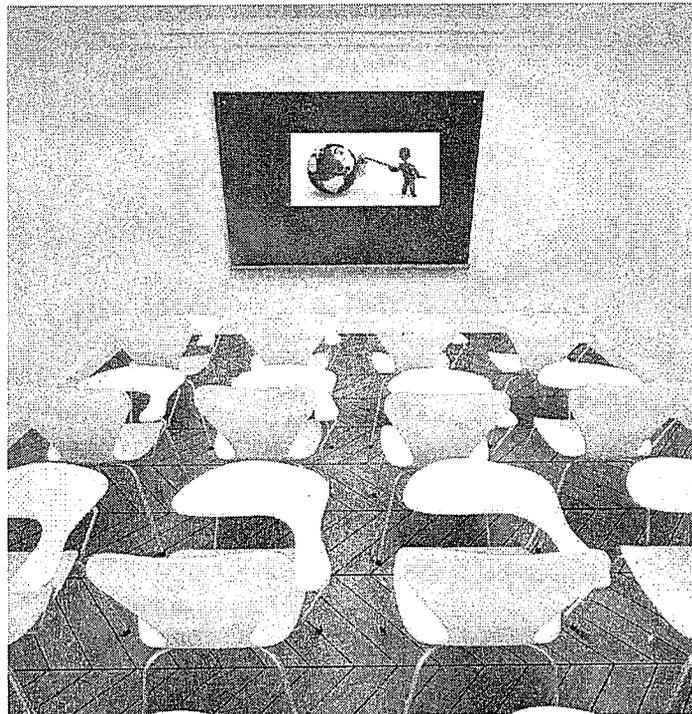
This information goes a long way in the effort to retain our top employees. Understanding that some employees may rather have a smaller bonus and have the opportunity to attend several training and trade shows throughout the year and increase their knowledge can greatly improve the approach taken to motivate and ultimately reward the employee. This holds true for all employees. One size does not fit all!

Hi-Tec knows each team member is in need of a little motivation and inspiration, we make sure to find which type is most useful and the best fit for each employee. Just like with each customer and each building, and even each room inside that building, nothing is the same. Identify with your employees and truly inspire those who work with and for you.

Section #6



Training & Safety, Green Cleaning Initiative



Training

Hi-Tec has an extensive and continuous training program. Custodial care training for the facility will be performed on three levels which will cover a period of 28 hours over a one-week period. This covers custodial procedures, cleaning techniques, safety training, and specific scope of services, quality expectations and human resource issues.

Hi-Tec utilizes state of the art online training software. Employee progress is logged via test scores and training time frames. Training videos and tests are updated annually to conform to industry standards and governmental regulations.

In addition to the training guidelines outlined below, we have also listed the prerequisite experience required by Hi-Tec before hiring an employee for a specific position.

Hi-Tec Management Team Training with Human Resources

All Hi-Tec employees in a management and supervision position will receive training (8 hours) with the Director of Human Resources. This training educates all managers and supervisors on Hi-Tec policies and procedures. The following items are covered in their initial training sessions:

- Employee Handbook – Company Policies and Procedures
- Safety Handbook
- Sexual Harassment
- New Hire Procedures
- Training in Conducting Interviews
- Administration of New Hire Paperwork
- Employee Discipline and Separation/Termination
- Express Time Keeping System and Corrections
- Worker's Compensation Claims
- Family Medical Leave Act and Requested Leave of Absence
- Benefits – Medical Insurance Plans and Retirement Plan Options
- Payroll Procedures – Raises, Retro pays, Vacation/Sick Leave

The Human Resources Department works with all Managers and Supervisors to ensure their knowledge of company policies and procedures for all employees. The Human Resources Department is available as a resource for all Managers and Supervisors 24/7 and provides continued formal and non-formal training as needed and every three months.

Hi-Tec provides their Managers and Supervisors with the necessary tools they need to be able to perform all daily tasks efficiently. We require regular professional communication between all levels of employees to create the highest quality of service. All Managers and Supervisors will perform daily duties for their account base, including addressing daily concerns, leading by example, training employees on policies, procedures, chemical use, and cleaning techniques and keeping open lines of communication with the client. In addition, on an annual basis, Hi-Tec sets up meetings between industry representatives and suppliers to continue industry standard training for all management personnel. .

We will use a personalized cleaning system at the City of Escanaba consisting of a cleaning team members\ led by an Area Manager.

General Cleaner Training:

Three-Level Training Program:

Level One- (4 HOURS) Cleaner will spend four hours the 1st day of employment with Hi-Tec's Management Team covering the following areas:

- Review Hi-Tec corporate policies and Facility policies
- Employment paper work and tax form completion
- Proper time-clock procedures
- Tour of entire facility, with emphasis on fire exits and emergency procedure
- Introduction to key personnel
- Quality expectations
- Complete review of the facility's Scope of Services

Level Two- (8 HOURS) Cleaner will spend eight hours the 2nd day of employment with Hi-Tec's Management Team covering the following areas:

- Introduction to Hi-Tec's entire cleaning staff
- Online training for Right to Know / OSHA
- Review of cleaning chemicals and usage in the facility
- Online training for Blood Borne Pathogens / Test
- Training and proper usage of Personal Protection Equipment
- Join a cleaning team for the remainder of the day with the asst. manager to start process of cleaning technique training
- Online training / test for the following areas:
 - Restroom Cleaning
 - Safety
 - Disinfection
 - Office Area Cleaning
 - Carpet / Hard Floor Care

Level Three- (16 HOURS) Cleaner will spend two days for eight hours each day assigned to the Site Supervisor to cover the following areas (the general cleaner will be an active cleaner during this time, the Site Supervisor will job shadow the employee verifying proper techniques are being applied):

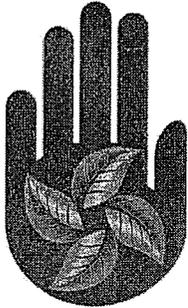
- Proper cleaning of entryways and vestibules
- Proper cleaning of main lobbies
- Proper cleaning of stairwells and elevators
- Proper cleaning of office areas and conference rooms
- Proper cleaning of restrooms and storage areas
- Proper cleaning of cafeteria
- Proper cleaning of carpets and hard flooring

Our company also is certified to assist in the following areas:

- Asbestos Contractor/Supervisor
- Aerial Lift Certified Trainer
- Certified Pool - Spa Operator Handbook (National Swimming Pool Foundation)
Payroll Specialist (America Payroll Association)
- MIOSHA & DLEG Safety Trained
- Building Service Contractor (Spartan Chemical Training School)
- Spartan Chemical Specialist
- Gym Floor Refinishing Specialist (Betco)
- Human Resources Bachelor's Degree
- Behavioral Analysis Trained (Corporate Training & Safety)
- Commercial Locksmith
- Certified in Facilities Management
- Carpet Floor Care Specialist



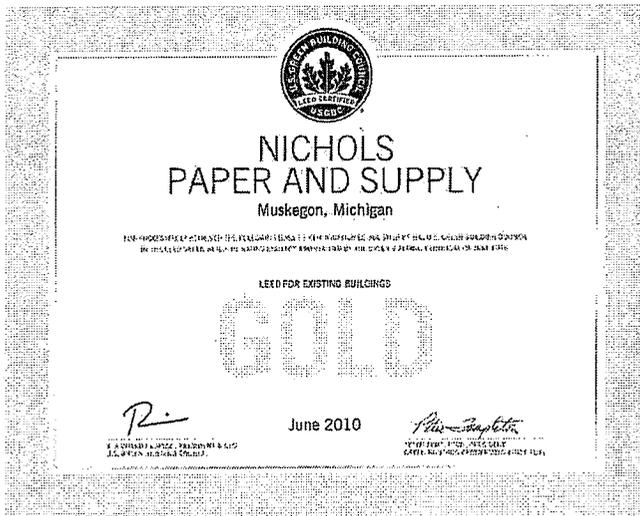
Green Cleaning Initiative



Introduction

As established in our Mission Statement, Hi-Tec is a leader in promoting teamwork between our clients, employees and cleaning systems. We empower our employees to make decisions, eliminating unnecessary delays in satisfying the needs of our clients.

However, Hi-Tec willingly embraces a sense of responsibility that demands that we do more than this. We fulfill our mission in a manner that is earth and human friendly. In keeping with our vision to maintain our customer effectively, Hi-Tec affirms its commitment to environmental stewardship and sustainability, both contained in the Green Cleaning Policy. Green Cleaning consists of an entire program affecting our choice of cleaning solutions, practices, equipment, goals for personnel training and custodial personnel commitment to practice environmentally conscious cleaning and sanitation procedures.



Nichols Paper and Supply

To help us achieve our goals, we are partnered with Nichols Paper and Supply who has successfully achieved the Gold level of certification in the Leed Green Building Rating System.



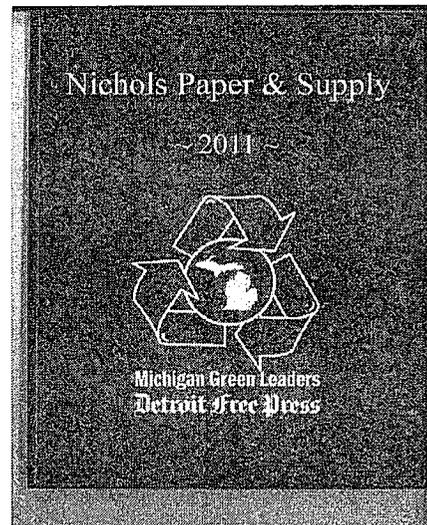
NICHOLS

YOU FIRST

Nichols Sustainability Statement

Nichols is committed to sustainability. As a leader in our industry our goal is to engage our associates, suppliers and customers to develop sustainable business practices that meet the needs of today without compromising future generations. We believe this is our corporate responsibility and we commit to the following:

- Promote environmental stewardship
- Continuously work on improving our operational performance as well as assist our suppliers and customers to do the same.
- We will benchmark our performance, set targets for improvement, conduct audits, track metrics and report annually our environment performance
- We will be proactive at seeking out the best solutions, new technologies and products to meet or exceed sustainable standards for ourselves as well as our customers
- We will continue to assist our customers in maintaining clean and healthy facilities while meeting sustainable standards
- We will seek out sustainable packaging solutions for our customers while still ensuring the safe shipment of their products
- We will obtain and maintain our LEED-EBOM certification
- Provide support to our community through donated time and funding where we can make a difference.



We are active in the following organizations which enable us to share best practices, gain and provide educational opportunities and an avenue for advocating for sustainable practices:

U.S. Green Building Council West Michigan <http://chapters.usgbc.org/westmichigan/>

West Michigan Sustainable Business Forum <http://www.wmeac.org/wmsbf/>

Southwest Michigan Sustainable Business Forum
<http://www.southwestmichigansustainablebusinessforum.org/>

Northwest Michigan Sustainable Business Forum <http://www.nwmsbf.org/>

Grand Rapids Community Sustainability Partnership <http://www.grpartners.org/>

Hi-Tec Building Services, Inc.
www.hitec-services.com

Purpose

Hi-Tec established our Green policy to reduce exposure of building occupants and custodial personnel to potentially hazardous chemical contaminants that adversely impact air quality or impede occupants' well-being. In short, we want to control the health-negative components within the indoor as well as the outdoor environment.

Goals and Strategies

Green Cleaning goals are to minimize the exterior's impact on the local environment and to emphasize and practice environmentally safe, low-impact cleaning chemicals and practices. Hi-Tec continually aims to improve its environmental performance by:

- Educating, training and motivating custodial staff to work in an environmentally responsible manner
- Ensuring that all employees are aware of their responsibilities in implementing this environmental policy
- Conserving energy, water and other resources while still providing a cleaned and sanitary environment
- Employing all reasonable measures to reduce and prevent waste.
- Participating in any existing and/or future recycling programs established by the District.
- Use a proactive safety program for its employees and operations at the schools, as well as comply with all District safety rules that apply to custodial services operations.
- Complying with all relevant current legislation and industry standards
- Using cleaning products that meet Green Seal standard GS-37 or products with low-volatile organic compounds (VOC) whenever applicable
- Using products that meet EPA standards with high post-consumer recycled content
- Eliminating phosphates and aerosol products
- Using chemicals that are automatically and accurately diluted using cold water.
- Using products that are packed with recycled materials

Sustainability is the ability to meet the needs of the world today and assure that future generations will have the resources and ability to meet their needs. Sustainability is an integrated focus of assuring economic prosperity, minimizing the negative impact of human activity on the environment and the promotion of social equity – a combination of core values referred to as the ‘triple bottom line’ and **recognized pathway to success.**

Green Cleaning will be one component of a complete “Sustainability” initiative.



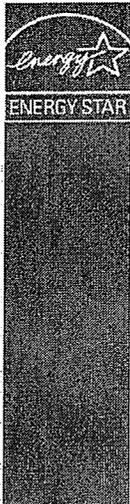
What is Green Cleaning? **Products and services that reduce the health and environmental impacts compared to similar products and services used for the same purpose.” Executive Order 13101**

Why Implement Green Cleaning?

- To protect health of the occupants of our buildings and the users of the products, especially those that are sensitive because of allergies, asthma, etc.
- Studies have proven that a healthier indoor air quality improves productivity, test scores, reduces time away from the job or classroom due to illness and reduces complaints received from the chemicals used in a building
- Improves the sustainability of our facilities (for example: by not using harsh chemicals on the carpet or not having to extract as often because we have prevented soil from entering the building = increase the length of the carpet life)
- Competitive Advantage – we can use what we are doing to attract students and employees to a healthier environment
- Good for the environment which is also good for our community and Great Lakes Region

What does Green Cleaning include?

- Holistic/comprehensive approach – it’s a complete program that includes chemicals, paper, equipment, procedures, training, occupant participation and more....



Nichols Paper and Supply
1391 Judson Road
Spring Lake, MI 49546

has earned the

ENERGY STAR

for

2009

The U.S. Environmental Protection Agency recognizes
Nichols Paper and Supply for demonstrating superior energy
performance.

Jean M. Lupinacci
Director, Commercial & Industrial Branch
ENERGY STAR



Environmental Certification

Presented to

SPARTAN CHEMICAL COMPANY, INC.

Green Seal™, Inc. certifies that the following products comply with the Green Seal Environmental
Standard for Industrial and Institutional Cleaners (GS-37, 2009) and are licensed to use the
Green Seal Certification Mark:

Green Solutions Carpet Cleaner
TriDase Multi-Purpose Cleaner
BioRenewables Glass Cleaner

(Specific pack sizes listed in certification letter)

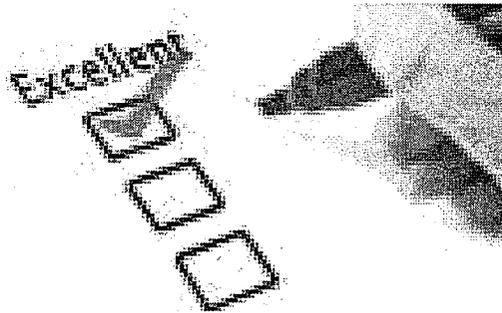
Originally certified the 21st day of September, 2006.
Recertified this 11th day of May, 2010.

Mark T. Petrucci, Vice President of Certification

Section #7



Quality Assurance Program



Quality Assurance Programs

At Hi-Tec, quality assurance is of utmost importance. We understand that consistency and reliability in services performed are dependent upon an efficient and effective quality assurance program. This includes thorough training, proactive communication, key performance indicators and inspections.

Operations personnel go through extensive quality assurance training to provide daily, weekly and monthly control of cleanliness.

One of the key ingredients to a successful quality assurance program is communication. 24 hour phone service is provided to management personnel to ensure communication channels are open at all times.

Our evaluations are conducted on a cleanliness rating scale of 1 to 4 which determines whether a quality problem exists (see quality form). Quality control checklists will be completed on an on-going daily and weekly basis. This identifies problems immediately allowing them to be addressed appropriately.

Quality assurance visits are scheduled and unscheduled to review quality in the facilities and findings are reviewed to determine if a course of action needs to commence. This dual approach to quality allows us to eliminate most quality issues before they become problems. All quality reports will be maintained in our files as required during the term of the contract.

Hot Sheets

Hot sheets are a daily quality control report that the Site Supervisors execute during shift quality control checks. The Site Supervisors focus on items such as: high/low dusting, baseboard vacuum and cleaning, light switches, vents, kick plates, door handles, chair bases, trash cans, walls and floor care cleaning. This report is explained to the cleaner responsible for the area and directions given for completion the following day. Please see the example attached below.

HI-TEC HOT SHEETS

Date _____

Area: _____

Details: _____

Resolution: _____

Site Supervisor

Operations Manager

Facility Contact

How we measure quality performance:

Quality is measured directly from the quality checklists. Hi-Tec has defined quality as a clean, sanitary, visually pleasing environment. We ultimately seek to provide an environment where the public who visit the site know it is clean. We seek to match our quality expectations with expectations of the occupants of the facility.

Sample Quality Assurance Evaluation

Room/Areas: _____

Date: _____

Time: _____

Inspected By: _____

Score: _____

Condition	Area	Cleaning Standard				Physical
		4	3	2	1	

Offices

Waste baskets freshly lined					
High Dusting					
Ledges free of dust					
Furniture arranged neatly and orderly					
Furniture free of dust					
Walls clean and free of spots					
Baseboards					
Floor clean / Carpet vacuumed					
Waste baskets clean and freshly lined					
Floor clean of dirt and dust					
Walls clean and free of spots					
Telephone sanitized					
Lights free of dust					
Ledges and counters clean					
Corners clean					
Light switch and Door clean					
Vents clean					
Kick plates clean					
Fire extinguisher cabinets clean					
Odor free					

General Observation:

Sign Off: _____

PROBLEM RESOLUTION PLAN

How we provide customer service when problem/concerns arise:

There will be communication logs provided to the Facility in which representatives are able to document issues and complaints. These logs are reviewed daily by Hi-Tec management who, in turn, implement the proper steps to complete resolution.

In addition to the communication log, school representatives are able to email us at support@hitec-services.com to address problems and concerns.

There will also be contact cards available at each facility providing names and numbers to Hi-Tec personnel assigned to the Facility.

The Hi-Tec management will follow up any logged incidents whether logged, emailed or phoned in, and use them as retraining opportunities with employees.

The Hi-Tec management team for the Facility will be equipped with cellular phones allowing access to them 24 hours a day.

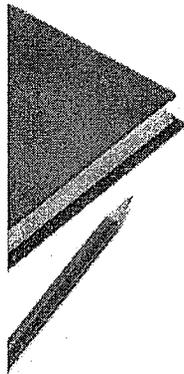
These measures combined help ensure that the custodial staff maintains open lines of communication and a consistent level of performance.



Section #8



Scope of Services, Equipment



SCOPE OF SERVICES

- A. The contractor shall perform the duties, functions and all other work described in the below Schedule of Duties in a consistent and professional manner. The contractor shall furnish, at its own expense, all labor, materials, machinery and appliances that may be necessary or appropriate for the performance of the work, including all related management, supervisory and administrative services.
- B. The following duties shall be performed on a six (6) day per week schedule.
- C. Respondents are also to submit an alternative bid for services and cost associated with performing carpet shampoo and cleaning, floor stripping and waxing, twice per year, for the facility.
- D. General Routine: A cleaning schedule should be developed by the contractor and insure thorough cleaning of the Building, including but not limited to the following:

1. Floor surfaces are to be performed daily. Hard surface areas are to be dust mopped with a treated mop or equivalent. Hard surface areas shall be damp mopped as needed. Carpet areas are to be vacuumed daily and spot cleaned where needed. All furniture shall be returned to its original position.
2. All waste baskets, garbage barrels and recyclable containers are to be emptied daily. Waste baskets may be emptied without changing the liner when possible and deodorized when needed. New liners shall be installed at least once per week when needed.
3. All interior glass surfaces and entrance glass surfaces are to be kept free of smudges and cleaned as needed.
4. All shelving, sills, furniture, ledges, corners, etc. are to be kept dust-free.
5. Wall surfaces are to be spot cleaned as necessary throughout the building.
6. Soap, towel and tissue dispensers are to be refilled as needed to provide a usable amount of product for the next day.
7. Lavatories are to be swept and mopped daily. A disinfectant/germicidal detergent should be used for all surfaces cleaning. Stalls are to be cleaned daily and disinfected weekly. Sinks and fixtures shall be disinfected and wiped cleaned. An acid bowl cleaner or equivalent shall be used for urinals and toilets; these surfaces are to be wiped dry after cleaning. All sanitary napkin receptacles are to be emptied nightly and disinfected as needed.
8. Wash basins and sinks throughout the building shall be cleaned daily with a disinfected/germicidal nonabrasive cleaner.
9. All interior walls, doors, etc. shall be kept clean of dirt, marks and smudges.
10. Facility tables, desks, chairs, etc. shall be spot cleaned to remove dust, dirt, marks and smudges.
11. Empty exterior entrance area trash containers and pick up debris outside all building entrance areas and common yard.
12. Light maintenance, i.e., changing light bulbs, unplug toilets, dispenser repair or installation, etc.

E. Weekly:

Entrance mats must be extracted weekly and surfaces cleaned during winter months as needed.

F. Miscellaneous.

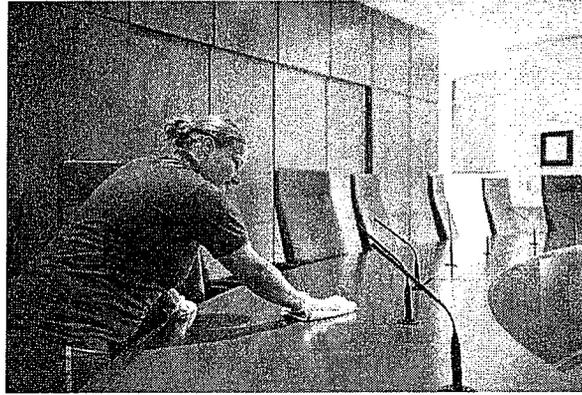
1. Window Cleaning Requirement – any window glass cleaning must be done by use of a squeegee.
2. Slop sinks in janitorial closets or storage areas assigned to the cleaning service shall be kept clean and orderly.

Equipment

City of Escanaba to be provide equipment and preventive maintenance for the completion of the custodial services specifications

Best Practices Philosophy

Hi-Tec utilizes a Best Practices program that is designed to control costs and determine where cost reductions can be made for our clients benefit. The goal of this program is to implement suggestions for improvement in as it relates to both cost and quality system wide (all sites in a multiple site district) to maintain and/or reduce costs through productivity enhancements.



The Best Practices program includes:

1. A bonus program is implemented for employees who recommend cost savings ideas that are ultimately implemented in our custodial systems at client sites
2. Weekly meetings at each site with cleaning staff and Site Supervisors to discuss, in an open forum, cost savings ideas and Best Practices cleaning changes
3. Monthly meetings with the staff, management team, District and Operations Manager to discuss implementation of suggestions for cost-saving and productivity enhancements at each client site

Examples:

We have provided just one of many examples of our approach to cost containment, working with clients budgetary constraints, and using our Best Practices approach to solving problems.

Grand Rapids Veterans Facility – a 300,000 square foot facility, served by a staff of 50+ Hi-Tec employees, 365 days, 24 hours per day which we have serviced since 1997. This annual contract exceeded \$1.2 million and our firm has maintained the same cost structure for 2 contract periods with no increases from 1997 through 2003 by continuously improving our custodial systems using our Best Practices approach.

The State of Michigan has been under significant budgetary pressure and the State Department of Management and Budget requested in late 2008 that we discuss how we could reduce cost of service to assist the state in its budgetary dilemma.

Our Account Manager and President met with the State of Michigan's Facility Director. We redesigned our entire approach to the custodial processes and cycles which reduced the cost of services to the State in excess of \$200,000 for several State accounts. We did this with no sacrifice in quality as can be attested to by our quality ratings at the facility.

Our firm was rewarded with an automatic 2-year extension of the contract. We have since renewed this contract with another 7.2% reduction in pricing.

Hi-Tec knows that we can find cost savings in new areas for the district that have yet to be found and would like to meet monthly with district representatives to discuss how this can be accomplished.

Thank you for the opportunity to bid on providing custodial services to your facility. We take great pride in our company, our integrity and providing the highest level of cleaning and customer service in the industry.

Hi-Tec Building Services Added Value Options:

- **Chemicals**
- **Equipment**
- **Maintenance Services**
- **Hard Floor Care: (Strip/Wax or Scrub/Re-Coat)**
- **Carpet Care**
- **Window Cleaning Services**

NOTICE TO BIDDERS
REQUEST FOR JANITORIAL SERVICES

Janitorial Services Proposals will be received by the City of Escanaba at the office of the City Manager, on or before 2:00 p.m. e.s.t, on Thursday, February 5, 2015. A complete copy of the proposal request, including all specifications, is available at <http://www.escanaba.org/images/9/file/Janitorial%20Services%20-%20RFP.pdf>. Copies can also be requested via e-mail directed to kpeterson@escanaba.org, or obtained in person at the City Hall 2nd floor administrative offices.

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

All City of Escanaba proposal requests are prepared to afford all vendors the equal opportunity for fair and equitable competition. The City of Escanaba assumes no liability or responsibility for any errors or oversights in the preparation and/or publication of proposals. Late proposals and proposals submitted by facsimile will not be considered.

City of Escanaba

CITY OF ESCANABA

REQUEST FOR PROPOSAL

**JANITORIAL SERVICES
City Hall Library Building
410 Ludington
Escanaba, MI 49829**

January 20, 2015

Walk Through of Facility: January 29, 2015

Proposals Submitted by February 5, 2015

CITY OF ESCANABA
Incorporated in 1863
410 Ludington Street
P. O. Box 948
Escanaba, MI 49829
(906) 786-9402 phone
(906) 786-4755 fax

PURPOSE

The City of Escanaba intends to seek and obtain professional janitorial services, for a two-year period, by a reputable provider to perform necessary janitorial services for the Escanaba City Hall/Library Complex, 410 Ludington Street.

1.0. PROPOSAL SUBMITTAL REQUIREMENTS

- A. To be considered, each respondent must submit a response to this Request for Proposal (RFP) and respond to the SELECTION CRITERIA identifying your understanding of the services requested. The proposal must be signed, in ink, by an official authorized to bind the respondent to its provision.
- B. Proposals must be marked as "Janitorial Services RFP" and must be received **by 2:00 p.m. EST, Thursday, February 5, 2015**. The respondent is responsible for the timely receipt of their proposal by the City Clerk. Late or faxed proposals will **not** be considered.
- C. **Respondents who intend to submit proposals are required to attend a mandatory pre-proposal meeting and walk through of the facility.** This will provide an opportunity for the respondent(s) to ask any questions of the proposal, and receive clarity of the intent of the proposal through mutual understanding. The walk through is scheduled for **Thursday, January 29, 2015, at 2:00 p.m.** The walk-through will begin promptly at the aforementioned time starting in the City Hall main lobby.
- D. The content of this RFP, its attachments, the proposal and any mutual understandings resulting from oral presentations will become contractual obligations if a contract ensues. Failure of the successful respondent to accept these obligations may result in cancellation of a proposed contract. The City of Escanaba further reserves the right to interview the key personnel assigned by the successful respondent to this project. **The City of Escanaba reserves the right to reject any and all proposals.**

2.0. NONDISCRIMINATORY PRACTICES

- A. In accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-4, the City hereby notifies all respondents that it will affirmatively insure that in regard to any contract entered into pursuant to this advertisement, minority business enterprises will be offered full opportunity to submit bids in response to this invitation and will not be discriminated against on the basis of race, color, sex, age, religion, or national origin for an award.

3.0. LIABILITY

- A. The City of Escanaba assumes no responsibility or liability for cost incurred by the contractor prior to the signing of an agreement. Total liability of the City of Escanaba is limited to the terms and conditions of any contract resulting from this RFP.

4.0. CONTRACTOR SPECIFICATIONS/INDEMNIFICATION

- A. Health and Safety:
 - 1. It shall be the sole responsibility of the contractor to require its employees to abide by all health and safety requirements imposed by law. Further, the contractor and all of its employees shall abide by safety and health regulations set forth by the City.
- B. Environment:
 - 1. The contractor shall maintain sanitary working areas and shall comply with all federal, state, and local health and sanitation regulations that apply to custodial service operations.
 - 2. The City reserves the right to inspect all cleaning areas, storage areas, offices and any other space under the contractors control at any time with or without notice.
- C. Equipment and Facilities Maintenance and Sanitation:
 - 1. The premises, equipment, and facilities shall be maintained in a condition satisfactory to the City and follow the specification frequencies without exception.
 - a. A list of the contractor owned equipment used to clean City buildings, as part of the contract, shall be provided by the contractor to the City. This information shall be updated whenever changes occur. Any equipment not listed will be considered City property.
 - 2. The City shall have the right at all times to determine by inspection that facility cleanliness, sanitation and maintenance are satisfactory and in accordance with specifications.
- D. Licenses:
 - 1. The contractor shall obtain all required licenses and permits required by law for the operation of the custodial service contract.

The Contractor shall pay all required fees, taxes, and other charges applicable.

E. Laws, rules and regulations:

1. The contractor must comply with all City policies, ordinances and/or state and federal laws that may be applicable to its performance under the contract.

F. Personnel:

1. The contractor shall maintain an adequate staff at all times to ensure a high quality custodial service operation, including expert personnel for administration, purchasing, equipment consulting, and supervision.
2. The contractor shall provide management staff, made known to the City by name, to routinely review and inspect operations, consult with the City on current and future custodial service programs, and to act with full authority on the contractor's behalf in any and all matters pertaining to the specifications of this contract.
3. The contractor will make provision for a site manager to be accessible. Such management should be non-production personnel and should be clearly indefinable as the individual in charge of the operation and available to give assistance.
4. All employees of the contractor assigned to jobs at the City, including periodic assignments, must undergo annual background checks including, but not limited to, a criminal background check by the Michigan State Police. Any adverse findings from such background checks must be immediately reported to the City, and the effected employee shall not enter onto City property without a written waiver from the City.
5. Personnel or agents of the contractor shall not drink alcoholic beverages or use illegal drugs or be under the influence of either on the job. Smoking is prohibited in any City building and on adjacent grounds.
6. It is expected that the successful awarded contract will include the retention of the current City Hall/Library Complex part-time custodian.

G. Inspection:

1. The City shall have the right to access all custodial service facilities to inspect the operation thereof and the work of the contractor with respect to the quality of procedures, sanitary and safety standards, cleanliness, appearance and conduct of the contractor's employees, operating hours, and general housekeeping

and upkeep of premises. The City shall have the right to make reasonable regulations with regard to all such matters and the contractor agrees to comply with such regulations by mutual agreement.

- H. The contractor shall indemnify and hold harmless the City of Escanaba and its agents and employees, from and against all claims, damages, losses, and expenses, including attorney fees arising out of or resulting from the performance of the work, which includes all labor, materials and equipment required to produce the services required by the contract, provided that any such claim, damage, loss or expense: 1) is injury to or destruction of tangible property (other than the work itself), including the loss of use resulting there from; and 2) is caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. The contractor assumes full responsibility and liability for compliance with any and all local, state, federal laws and regulations applicable to the contractor and its employees, including, but not limited to, compliance with the Occupational Safety and Health Act of 1970.

5.0. GENERAL PROPOSAL REQUIREMENTS

- A. The proposals shall include the following:
1. Name of firm or company, business address, name of contact person, telephone number, fax number and email address (if applicable).
 2. Price of service for the facility.
 3. Number of hours that you project will be necessary to perform the described duties for the facility.
 4. References, especially government organizations, preferably governmental entities in Delta County.
 5. Description of your firm, personnel and services provided.
 6. Reason(s) why you believe your firm should provide these services to the City of Escanaba.
 7. Copies of all applicable licenses and insurance certificates (i.e., worker's compensation, general liability, unemployment compensation, etc.).
 8. Any other pertinent information that you believe will assist the City in understanding your company.
- B. All information contained in a proposal is subject to disclosure. The information provided in this RFP is intended solely for internal use by the respondent in response preparation. All information contained herein is proprietary and shall not be distributed to any third party except as required by law.

6.0. NEED FOR SERVICE

The City of Escanaba City Hall/Library Complex is approximately 35,000 square feet. Normal working business hours are between the hours of 7:30 a.m. to 4:00 p.m., Monday through Friday.

7.0. OBJECTIVE AND SCOPE

The City wishes to secure timely, consistent, and cost effective janitorial services to ensure clean and safe facilities for employees and the public. The objectives of the City are as follows:

- A. Clean buildings. The definition of clean means "free of dirt, pure, spotless, sanitary, sterile, and uncontaminated".
- B. Cost efficient and effective janitorial services.
- C. Timely removal of trash, dirt, dust, cobwebs, and other waste.
- C. Minimal interruptions to City operations.
- D. Ensure consistent and reliable janitorial services from one contractor for the facility.

8.0. SERVICES REQUIRED

- A. The contractor shall perform the duties, functions and all other work described in the below Schedule of Duties in a consistent and professional manner. The contractor shall furnish, at its own expense, all labor, materials, machinery and appliances that may be necessary or appropriate for the performance of the work, including all related management, supervisory and administrative services.
- B. The following duties shall be performed on a six (6) day per week schedule.
- C. Respondents are also to submit an alternative bid for services and cost associated with performing carpet shampoo and cleaning, floor stripping and waxing, twice per year, for the facility.
- D. General Routine: A cleaning schedule should be developed by the contractor and insure thorough cleaning of the Building, including but not limited to the following:

1. Floor surfaces are to be performed daily. Hard surface areas are to be dust mopped with a treated mop or equivalent. Hard surface areas shall be damp mopped as needed. Carpet areas are to be vacuumed daily and spot cleaned where needed. All furniture shall be returned to its original position.
2. All waste baskets, garbage barrels and recyclable containers are to be emptied daily. Waste baskets may be emptied without changing the liner when possible and deodorized when needed. New liners shall be installed at least once per week when needed.
3. All interior glass surfaces and entrance glass surfaces are to be kept free of smudges and cleaned as needed.
4. All shelving, sills, furniture, ledges, corners, etc. are to be kept dust-free.
5. Wall surfaces are to be spot cleaned as necessary throughout the building.
6. Soap, towel and tissue dispensers are to be refilled as needed to provide a usable amount of product for the next day.
7. Lavatories are to be swept and mopped daily. A disinfectant/germicidal detergent should be used for all surfaces cleaning. Stalls are to be cleaned daily and disinfected weekly. Sinks and fixtures shall be disinfected and wiped cleaned. An acid bowl cleaner or equivalent shall be used for urinals and toilets; these surfaces are to be wiped dry after cleaning. All sanitary napkin receptacles are to be emptied nightly and disinfected as needed.
8. Wash basins and sinks throughout the building shall be cleaned daily with a disinfected/germicidal nonabrasive cleaner.
9. All interior walls, doors, etc. shall be kept clean of dirt, marks and smudges.
10. Facility tables, desks, chairs, etc. shall be spot cleaned to remove dust, dirt, marks and smudges.
11. Empty exterior entrance area trash containers and pick up debris outside all building entrance areas and common yard.
12. Light maintenance, i.e., changing light bulbs, unplug toilets, dispenser repair or installation, etc.

E. Weekly:

Entrance mats must be extracted weekly and surfaces cleaned during winter months as needed.

F. Miscellaneous.

1. Window Cleaning Requirement – any window glass cleaning must be done by use of a squeegee.
2. Slop sinks in janitorial closets or storage areas assigned to the cleaning service shall be kept clean and orderly.

3. The contractor shall maintain rigid procurement procedures throughout the entire process of purchasing, receiving, storage and inventory of all custodial supplies, and will pay for all cleaning supplies related to custodial service and management applicable to the contract.
4. City property damage or loss due to misuse, neglect, negligence of cleaning service employees, shall be replaced at the contractor's expense.

9.0. PLAN REQUIREMENTS

The contents of the Work Plan shall include, at a minimum, the following:

- A. Number of employees to be assigned to project.
- B. Number of hours per day each employee will be assigned.
- C. Start and end times for employees.
- D. Description of cleaning methods.
- E. Proposal Cost.

10.0. GENERAL CONDITIONS

- A. In the event the premises specifically described herein are partially destroyed or damaged so that they are not used in whole or part, the fees set forth in the contract shall be proportionately reduced based on the remaining duties and functions described in the Schedule of Duties.
- B. Insurance required during entire length of agreement is as follows:
 1. Worker's Compensation coverage per statutory requirements
 2. Liability coverage as follows:

<u>Bodily Injury</u>	<u>Property Damage</u>
\$1 million per person accident	\$1 million each
\$1 million each aggregate	\$1 million aggregate

- C. The contractor shall comply with any and all rules and regulations established by the City regarding security, building use, and conduct of the contractor's employees on the City's premises.
- D. The contractor shall have a designated agent to provide adequate and continuous supervision at all times that its employees are working.

- E. The contractor shall promptly remove any of its employees who, in the judgment of the City, either has performed his/her duties unsatisfactorily or has violated the agreement.
- F. In the event activities are scheduled or occur on the premises, which interfere with the contractor's normal cleaning schedule, the contractor shall rearrange such schedule so that the work is performed before, and/or after the activity. The contractor is not required to rearrange work to be performed on Saturday, Sunday or holidays.
- G. The contractor, including all outside contractors, shall comply with all City and MIOSHA safety policies.
- H. The agreement shall not be automatically renewed. Termination of agreement shall be for any reason by either party with a sixty (60) day written notice.
- I. Contract shall be for a one year period.

11.0. SUPERVISION

- A. The Contractor shall provide competent and adequate supervision as necessary to satisfy the requirements and specifications of the contract. The supervisor shall cooperate fully with the representatives of the City and shall be available for inspection of the facility at times other than during working hours, when requested.
- B. Inspection may occur at any time before, during or after normal City hours. The purpose of the inspections will be to determine if the City facility is properly cleaned and to insure that regular daily cleaning is being done as per contract terms.
- C. The Contractor's supervisor shall meet with the City of Escanaba to effect adjustments in operations and cooperate at all times to maintain maximum efficiency and cleanliness.
- D. The Contractor's supervisor shall maintain communications with the City of Escanaba at all times.

12.0. EMPLOYEES

- A. The Contractor must provide the City with a schedule of hours. Sufficient reserve staff must be available to meet minimum staffing requirements under contractual conditions without interruption.

- B. The Contractor shall employ competent persons, in good physical and mental health, who are well trained in the area of the work assigned. The Contractor must certify that employees of the Contractor have the ability to legally work within the United States, as defined by federal and state laws.
- C. The Contractor shall supply the City with a list of all employees assigned to the facility. This list shall be updated within twenty-four hours as employees are hired or terminated.
- D. Cleaning service employees are not to read or disturb papers on desks, open drawers or cabinets, use telephones or computers or tamper with personal property owned by the City or its employees.
- E. All employees will present themselves in a professional manner and will be required to wear clean and neat clothing and appear clean and neat at all times while on the job.
- F. Any employee whose moral conduct, behavior, health habits or appearance are unsatisfactory to the City will be brought to the Contractor's attention for appropriate action. The City may require the Contractor to immediately remove any contractual employee from the premises. Any and all such removals shall be made in the name of the Contractor and the Contractor will assume all responsibilities.
- G. Contractual employees:
 - 1. Must not have relatives or other personal visitors at the work site.
 - 2. Must not consume food or beverages while on duty. Scheduled breaks and lunch breaks in designated areas may be used for this purpose.
 - 3. Must not consume alcoholic beverages or use narcotics while on duty or be under their influence while reporting for duty.
 - 4. Must not smoke anywhere in the building or on the grounds as outlined by law.
 - 5. Must not receive or initiate personal phone calls from City telephones.
 - 6. Must not play radios or other sound equipment during any time in which the public has access to the building.
 - 7. Must not fraternize with City staff, clients or visitors to the building nor unnecessarily disrupt employees from their work while performing their contractual duties.
 - 8. Must not use personal cell phones for personal calls while on duty.
- H. All lost and found articles recovered by contractual employees must be immediately turned into the City.

- I. The contractual employee is to report potentially hazardous conditions and needed light maintenance repairs to the City in a timely manner.

13.0. SUMMARY

This RFP is designed to allow qualified service providers to demonstrate their capability of providing their janitorial services to the City of Escanaba.

- A. Three (3) copies of completed proposals must be received, including the full fixed cost of service **no later than 2:00 p.m. on Thursday, February 5, 2015.** Proposals must be addressed in the following manner:

City of Escanaba
Attn: Kimberly Peterson
410 Ludington Street
P. O. Box 948
Escanaba, MI 49829

- B. Format: Proposals should be 8 1/2 x 11 inches, bound in a single document and organized in sections.
- C. Contents: Proposal shall contain the following information:
 1. Understanding
Describe your understanding of the City's needs, taking into account the required features listed by the City.
 2. Firm Description
Provide a description of your firm and list relevant information about capabilities, rate of services, and length of time in existence.
 3. Relevant Experience
Describe relevant experience for other municipalities or similar size organizations.
 4. Key Personnel Qualifications
Identify key personnel assigned to the project, their respective roles, and a synopsis of their relevant experience.
 5. References
List of public agencies or clients for whom similar work has been performed. Provide the name, title and phone number of a contact person. The City may request a copy of a similar plan prepared by your firm for another client.

6. Schedule of Charges
Provide a complete fee schedule with hourly billing rates for all who will work on the project.

7. Insurance
The individual or firm receiving the contract shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees or subcontracts as set forth in Attachment "A" which is attached hereto and incorporated by reference herein. The cost of such insurance shall be included in the consultant's proposal.

14.0 EVALUATION CRITERIA

- A. The below selection criteria are provided to assist responders in formulating proposals and are not meant to limit other considerations that may become apparent during the course of the selection. Proposals will be evaluated on the basis of the following criteria:
 1. Capabilities and resources of the firm to perform the contracted work.
 2. Qualifications and experience of key individuals.
 3. Ability to complete the work on schedule and within timelines.
 4. Cost effectiveness.
 5. Determine how well the proposed methods of providing the service fit the needs of the City.

- B. Proposals will be reviewed and evaluated by the City of Escanaba and a recommendation for award of contract will be presented to the Escanaba City Council for disposition. Incomplete and/or late proposals will not be considered.

15.0 OTHER CONSIDERATIONS

The City of Escanaba reserves the right to reject any and all proposals. This Request for Proposals does not commit the City to award a contract, pay any costs incurred in the preparation of proposals, or to procure or contract for supplies or services. The City of Escanaba reserves the right to negotiate with any qualified source or to cancel, in part or in its entirety, this Request for Proposals, if it is in the best interest of the City to do so. The City may require the selected respondents to participate in negotiations, and submit such price, technical or other revisions of the proposal that may result from negotiations.

QUESTIONS

Questions should be directed to:

Kimberly Peterson
City of Escanaba
410 Ludington
Escanaba, MI 49829
(906) 786-9402 phone
kpeterson@escanaba.org

NB #10

MAY 13, 2015 CC-5-29-15

MEMORANDUM

TO: JIM O'TOOLE

FROM: BOB VALENTINE

RE: WORKERS COMP EXCESS INSURANCE

I am requesting that the May 21st Council Agenda include a request to renew our contract with Midwest Employer's Casualty Company for workers compensation excess insurance.

The City's contract with Midwest Employers Casualty Company for workers compensation excess insurance coverage expires on 6/30/2015. Because of our exposure to police and fire claims, there are very few companies willing to underwrite our excess coverage. In the past, we have been able to obtain quotes from two carriers, however, the market has since become even more cautious, and Midwest is now the only carrier willing to quote our business under the current set of coverages. One other carrier, Safety National, would consider quoting the business, but only with a higher City retention and a minimum premium which is higher than Midwest, thus a quote was not pursued.

Midwest quoted two retention scenarios, each with a one year and a two year rate (see attached). I am recommending that we remain with our current retention at 450/500, and further recommending the two year option. Our current annual premium is \$143,094 and the quoted annual premium for the two year option is \$147,309, which represents a very modest increase of the present cost. Given the lack of carriers willing to quote our business, and given the relatively small increase in the premium, I think it is in the City's best interest to lock in the rate for two years.

As you are aware, the City self-insures its workers compensation risk. However, we began purchasing excess insurance in 2011 to insulate us from the effects of any catastrophic claims which might occur. To date, we have not had any claims against our excess policy. I have attached Midwest's summary page from its policy quotation.

EXCESS TERMS

	Midwest Emp. Current Plan 7-1-14 / 7-1-15 (One Year)	Midwest Emp. Option I 7-1-15 / 7-1-16 (One Year)	Midwest Emp. Option II 7-1-15 / 7-1-16 (One Year)	Midwest Emp. Option III 7-1-15 / 7-1-17 (Two Year)	Midwest Emp. Option IV 7-1-15 / 7-1-17 (Two Year)
Normal Premium Development					
Estimated Payroll (Annual)	\$ 6,220,419	\$ 6,501,086	\$ 6,501,086	\$ 6,501,086	\$ 6,501,086
Normal Premium (Policy Term)	143,094	147,309	147,309	294,618	294,618
Aggregate					
Retention (Loss Fund)	625.27%	631.7%	665.64%	568.19%	599.2%
Minimum Retention	894,724	930,541	980,548	1,673,990	1,765,351
Excess Insurance Limit	876,829	911,940	960,937	1,640,510	1,730,044
	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000
Loss Limitation					
a) Workers' Compensation	450,000	450,000	500,000	450,000	500,000
b) Employers Liability	See Specific	See Specific	500,000	See Specific	See Specific
Specific					
Retention Per Occurrence	450,000	450,000	500,000	450,000	500,000
Class Code 7704 & 7720	500,000	500,000	500,000	500,000	500,000
Excess Insurance Limit					
a) Workers' Compensation	Statutory	Statutory	Statutory	Statutory	Statutory
b) Employers Liability	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Excess Insurance Fee					
a) Rate per \$100 Payroll	0.6834	0.7176	0.6791	0.7283	0.6893
b) % of Normal Premium	29.71%	31.67%	27.95%	32.14%	30.42%
c) Estimated Annual Premium	42,513	46,653	44,149	47,345	44,811
d) Minimum Contract Premium	38,262	41,987	39,734	85,221	80,661
Terrorism Risk Ins Act of 2002	1,275	1,400	1,324	1,420	1,344
Included in c) above					
Endorsements and Contingencies per attached sheet.					

MEMORANDUM

MAY 13, 2015

TO: JIM O'TOOLE

FROM: BOB VALENTINE

RE: CRS CONTRACT RENEWAL

NB # 11
CC 5-21-15

I am requesting that the May 21st Council Agenda include a request to renew our contract with CRS FOR workers compensation third party administrative services.

Since approximately 2007, we have contracted with CRS for workers compensation third party administration services. Those services include claims processing, medical case management, legal compliance, loss prevention, fee schedule application, medical provider oversight, litigation support and related items:

CRS is proposing to keep the annual service at \$7,200, with all other terms and conditions remaining the same. CRS has also offered the option to lock in the fee for up to three years. I am requesting approval for a three year agreement.

SERVICE FEES

Claim Services:

Option I (Fees are guaranteed for a Service Agreement of up to three (3) years).

Minimum Annual Fee \$7,200
(Includes up to 5 "All Other" and 40 "Medical Only Claims")

Additional claims would be subject to the following:

- | | |
|-----------------------------|-----|
| 1. "Medical Only" Claims at | 110 |
| 2. "All Other" Claims at | 525 |

1. "Medical Only" Claims shall be defined as those claims resulting in medical only, i.e. first aid or non-extensive medical expenses under \$750. It will not include claims which result in lost time in excess of seven (7) days or allegations of disability, extensive medical care in excess of \$750 or claims resulting in any type of legal proceedings or requiring appearance before an employee of the Workers' Compensation Bureau.

2. "All Other" Claims shall be defined as claims not properly classified as "Medical Only".

Loss Prevention:

Loss Prevention Services are on a "Request Only" basis at an hourly rate of \$150.00. Billing is for travel, survey, research and preparation time spent in conjunction with written reports. Any lab fees shall be billed separately. Additional expenses for meals, hotel and incidentals would be billed at actual cost.

NOTES

1. Commissions received by Comprehensive Risk Services, Inc. for marketing and placement of Excess Insurance, if provided, would be in addition to the Service Fees quoted above.

2. Fees quoted in Options I would be subject to an additional \$300 per claim for "All Other" claims remaining open two (2) years following each annual term and annually, thereafter.

3. The Minimum Annual Fee quoted under Option I would be billed in two (2) equal semi-annual installments in each annual term with the first installment due and payable at contract inception. Any per claim audits shall be billed sixty (60) days following the end of each annual term and quarterly thereafter.

4. Fees for Loss Prevention Services would be billed following completion of each visit.

SERVICE AGREEMENT

cc Dewar
Scan → BL
orig → CERS file

In consideration to the mutual covenants herein contained, Comprehensive Risk Services, Inc., a Michigan Corporation (hereinafter referred to as "the Company"), first party does hereby contract and agree to and with City of Escanaba, (hereinafter referred to as "the Employer"), second party as follows:

For the period from July 1, 2014 to July 1, 2015 the Company will act as advisor and representative of the Employer in all matters pertaining to any and all obligations and requirements as imposed by the Workers' Disability Compensation Act of the State of Michigan. The services contemplated under this contract to be rendered by the Company shall include...

I GENERAL

The Company will assist the Employer to qualify with the proper State authorities as a self-insured. The Company will, as Exclusive Agent of Record for the Employer, assist the Employer in securing excess insurance.

II LOSS PREVENTION

Provided Loss Prevention is a selected service by "the Employer", the Company shall be permitted, but not obligated, to inspect at any reasonable time, the workplaces, operations, machinery and equipment, owned or operated by the Employer named in this Agreement. Neither the right to make inspection, nor the making thereof, nor any report thereon, shall constitute an undertaking on behalf of, or for, the benefit of the employer or others, to determine or warrant that such workplaces, operations, machinery or equipment are safe.

The Company will consult with and advise the Employer regarding necessary industrial, medical, nursing, and hospitalization services.

III CLAIMS SERVICES

The Company will compile and file all notices and reports required under the Workers' Disability Compensation Act, upon receipt of initial report from the Employer.

Assist in preparation and computation of State Fund Assessments and reports. Employer to pay any sums that may become due for said assessments.

Conduct the necessary investigation in order to determine the liability of the Employer under the Workers' Compensation Act.

Furnish full and complete monthly reports to the Employer of all accidents, including occupational diseases, and will tabulate all payments made and reserves set up for the benefit and expense on account of liability and/or reasonably anticipated liability, for accidental injuries and/or occupational diseases sustained by employees.

Prepare on behalf of the Employer for all scheduled hearings before the Workers' Compensation Agency; but all legal expenses attendance thereto, including witness fees, for general and expert testimony shall be paid for by the Employer.

The Company shall notify excess carriers of all potential loss that may exceed the Employer's retention in accordance with the reporting requirements stated in the excess policy; providing proper and timely notice of such loss is received from the Employer.

The Company shall administer all claims with dates of injury or disease occurring within the period of this Agreement to conclusion. In the event of termination of this or any future agreements and as indicated in Section V below, such claim administration will be subject to a per claim fee based on open cases and any incurred but not reported cases at the time of termination and as indicated in Section V below.

IV
DEPOSIT AND AUDIT PROCEDURE

DEPOSIT: Estimated annual payrolls will be used to promulgate the original deposit under this Agreement for the reinsurance. The original deposit shall be constant; unless reported payrolls for the first annual period exceed estimated payrolls by twenty percent (20%) at which time a revised deposit will be developed to adjust the original estimated deposit to actual conditions.

AUDIT: The Company shall be permitted to examine and audit the Employers' books and records at any time during the policy and extension thereof and within three (3) years after the final termination of this Agreement, as far as they relate to the premium basis.

V
SERVICE FEE

CLAIMS ADMINISTRATION

Minimum Annual Fee \$ 7,200
(Includes up to 5 "All Other" and 40 "Medical Only" Claims)

Additional claims shall be subject to the following:

- | | |
|-----------------------------|-----|
| 1. "Medical Only" Claims at | 110 |
| 2. "All Other" Claims at | 525 |

The Minimum Annual Fee shall be billed in two installments of \$3,600 due and payable on July 1, 2014 and January 1, 2015. Any per claim audits shall be billed sixty (60) days following the end of the annual term and quarterly, thereafter.

1. "Medical Only" Claims shall be defined as those claims resulting in medical only, i.e. first aid or non-extensive medical expenses under \$750. It will not include claims which result in lost time in excess of seven (7) days or allegations of disability, extensive medical care in excess of \$750 or claims resulting in any type of legal proceedings or requiring appearance before an employee of the Workers' Compensation Agency.
2. "All Other" Claims shall be defined as claims not properly classified as "Medical Only".

Claim Fee Runoff:

There will be an additional charge of \$300.00 for each open "All Other" Claim remaining open two (2) years following the Annual Term and Annually, thereafter.

LOSS PREVENTION

No Loss Prevention is purchased at contract inception. Loss Prevention can be purchased at an Hourly rate of \$150.00 on a request only basis. Additional Expense for meals, hotel and incidentals would be billed at actual cost. Any Loss Prevention fees to be billed following each visit.

VI
INDEMNIFICATION

- A. The Employer agrees that it will defend and indemnify the Company and hold the Company completely harmless against all claims, demands, proceedings, actions, damages, costs, and expenses to which the Company may be subjected, including without limitation court costs and attorneys fees, as a consequence of the Company's

fulfilling its obligations under this Agreement; provided that they were not caused by the willful misconduct or negligence of the Company or its employees.

- B. The Company agrees that it will defend and indemnify and hold the Employer completely harmless against all claims, demands, proceedings, actions, damages, costs and expenses, to which the Employer may be subjected, including without limitation court costs and attorneys' fees, solely as a consequence of the willful misconduct or negligent acts or omissions of the Company or its employees in connection with fulfilling its obligations under this Agreement.

VII TERMINATION OF AGREEMENT

Termination of this Agreement shall occur upon the happening of any of the following:

1. The expiration of the term specified in this Agreement.
2. The giving of sixty (60) days prior written notice by one party of this Agreement to the other party asserting that the recipient is in default under this Agreement and specifying the alleged defaults; provided however, that if the recipient party is in default under this Agreement and said defaults are cured within the sixty (60) day period then this Agreement shall not be terminated and the written notice shall be of no force or effect.
3. (a) Termination by the Workers' Compensation Agency of the Employer's authority to operate a self-insured workers' compensation program.
(b) Loss by the Company of its ability to act as a service company within the State of Michigan.

VIII COMMUNICATIONS

All notices, requests, and other communications required or permitted under Articles VI & VII, 2. of this Agreement other than routine correspondence shall be in writing and delivered by hand or mailed, postage prepaid, registered or certified mail, return receipt requested, to the other party at the following addresses or such other addresses as may be specified in a notice sent by a party in accordance with the provisions of this Article VIII.

The Employer: City of Escanaba
410 Ludington Street
Escanaba, MI 49829
Attn: Director of Finance

The Company: Comprehensive Risk Services, Inc.
24900 Joseph Drive
Novi, MI 48375

IX LIMITATIONS OF PARTIES' LIABILITY

- A. It is hereby expressly agreed by the parties to this Agreement that the Company by entering into this Agreement does not assume any liabilities to any person or entity except those expressly set forth in this Agreement, and that the Company by entering into this Agreement does not assume any obligations or liabilities to any person or entity which is not a party to this Agreement including, without limitation, the Employer's employees.

B. Nothing in this Agreement is intended to nor shall be construed to nor shall give rise to any rights or causes of action in any person or entity not a party to this Agreement against either of the parties to this Agreement.

X.
ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter of this Agreement and the transactions contemplated hereby and supersedes all prior promises, representations, understandings, or agreements, whether written or oral, of the parties with respect thereto.

XI
AMENDMENT OF AGREEMENT

This Agreement can only be amended, modified, or changed by a written agreement executed by all of the parties to this Agreement.

XII
CHOICE OF LAW

This Agreement shall be construed in accordance with the laws of the State of Michigan.

XIII
ASSIGNMENT

This Agreement may not be assigned by either party hereto without prior written consent of the other party, which consent shall not be unreasonably withheld.

CITY OF ESCANABA

By: *R. V. [Signature]*

Title: TREASURER

Date: 7/9/14

COMPREHENSIVE RISK SERVICES, INC.

By: *Cynthia A. Beattie*

Title: President

Date: 6/20/14

MEMORANDUM

May 12, 2015

NB#12
CC 5-21-15

To: **Jim O'Toole, City Manager**
Info: Robert Richards, City Clerk
From: Jeff Lampi, W & WW Supt.

Re: Recommendations on the "Process Chemical Bids" for both the Water and Wastewater Treatment Plants for fiscal year **2015-2016**.

Hydrofluosilicic Acid

Last year: \$44.685 / hundred in 14-15

Hydrite Chemical Co.

No Bib / hundred (3070 lb Tote)

Hydrite Chemical Co.

\$50.00 / hundred (300 lb Drum)

Hawkins Inc.

\$42.39/ hundred (300 lb Drum)

Wausau Chemical Corp.

\$44.15 / hundred (2750 lb Tote)

Wausau Chemical Corp

\$50.83 / hundred 300 lb Drum

Aluminum Sulfate

Last year: \$477.00 / Dry Ton in 14-15

ChemTrade Chemicals US, LLC

\$309.00 / Dry Ton

USALCO Michigan City Plant, LLC

\$615.26 / Dry ton

Soda Ash

\$18.75 / hundred in 14-15

Univar USA

\$27.50 / hundred in 50 lb bags

Thatcher Company of Montana, Inc.

\$19.23 / hundred in 50 lb bags

BHS Marketing

\$18.746 / hundred in 50 lb bags

Ferric Chloride

\$567.65 / Dry Ton in 14-15

Kemira Water Solutions, Inc.

\$579.00 / Dry ton

PVS Technologies, Inc.

\$620.00 / Dry Ton

Chlorine

\$57.00 /hundred in ton cyl. in 14-15

\$77.00 /hundred in 150 lb cyl in 14-15

Hydrite Chemical Company

\$59.50 /hundred in ton cyl.

\$79.50 /hundred in 150 lb cyl.

Hawkins Inc.

No Bid / hundred in ton cyl.

\$59.50 / hundred in 150 lb cyl.

Powdered Activated Carbon

\$0.639 / lb in 14-15

Hawkins Inc.

\$1.27 / lb bagged

Thatcher Company of Montana

\$0.839 / lb bagged

Omni Materials, Inc

\$0.747 / lb bagged

Calgon Carbon Corp

\$0.87 / lb bagged

I recommend acceptance of the bids shown above in bolt print and highlighted.

Because the total amount of chemicals needed over the next year are estimated, the bids should be awarded on their units amounts.

HYDRO-FLUOSILICIC ACID

FURNISH APPROXIMATELY 35,000 POUNDS OF
HYDRO-FLUOSILICIC ACID IN THIRTY (30) GALLON
DRUMS OR FIFTEEN (15) GALLON DRUMS OR TOTES,
MEETING A. W. W. A. STANDARDS AND NSF STANDARD
#60 FOR USE IN DRINKING WATER TREATMENT

TO BIDDERS: APRIL 16, 2015

ADVERTISED: APRIL 18, 2015

BID OPENING: MAY 6, 2015

INVITATIONS TO BID SENT TO: SIX (6)

HYDRITE CHEMICAL COMPANY
191 WEST 28 AVENUE
OSHKOSH, WI 54901

WAUSAU CHEMICAL COMPANY
P.O. BOX 953
WAUSAU, WI 54401

GENERAL CHEMICAL PERFORMANCE PRODUCTS
ATTN: BID DEPT-WATER CHEMICALS
90 EAST HALSEY ROAD
PARSIPPANY, NJ 07054

STERLING WATER TECHNOLOGIES
PO BOX 602
COLUMBIA, TN 38402-0602
ATTN: BEVERLY ROBINSON-BIDS/SALES DEPT

HAWKINS WATER TREATMENT GROUP
TECHINICAL SALES REP
1882 MORRIS STREET
FOND DU LAC, WI 54935

PVS TECHNOLOGIES
10900 HARPER AVENUE
DETROIT, MI 48213
ATTN: DANICA MAIER

BIDDER'S PROPOSAL

DATE: _____

City of Escanaba
Escanaba, MI 49829

We, the undersigned, agree to furnish the following:

**APPROXIMATELY 35,000 POUNDS OF HYDRO-FLUOSILICIC
ACID IN THIRTY (30) GALLON DRUMS OR FIFTEEN (15)
GALLON DRUMS OR TOTES, MEETING A. W. W. A. STANDARDS
AND NSF STANDARD #60 FOR USE IN DRINKING WATER
TREATMENT**

F.O.B. WATER PLANT, ESCANABA, MI

DELIVERY: As requested during Fiscal Year 07/01/15 to 06/30/2016

PRICE PER CWT IN DRUMS: \$ _____
PRICE PER CWT IN TOTES: \$ _____
TOTAL PRICE: \$ _____

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

**NOTE: INCLUDE SAFETY DATA SHEETS WITH
DELIVERY**

SUBMITTED BY:
FIRM: _____
ADDRESS: _____
CITY/STATE/ZIP: _____
BY: _____
PRINTED: _____
TITLE: _____
PHONE: _____ FAX _____

BIDDER'S PROPOSAL

DATE: 4/29/15

City of Escanaba
Escanaba, MI 49829

We, the undersigned, agree to furnish the following:

APPROXIMATELY 35,000 POUNDS OF HYDRO-FLUOSILICIC ACID IN THIRTY (30) GALLON DRUMS OR FIFTEEN (15) GALLON DRUMS OR TOTES, MEETING A. W. W. A. STANDARDS AND NSF STANDARD #60 FOR USE IN DRINKING WATER TREATMENT

F.O.B. WATER PLANT, ESCANABA, MI

DELIVERY: As requested during Fiscal Year 07/01/15 to 06/30/2016

PRICE PER CWT IN DRUMS:	\$ <u>50.00 /cwt</u>
PRICE PER CWT IN TOTES:	\$ _____
TOTAL PRICE:	\$ <u>17,500</u>

CERTIFIED CHECK, CASHIER'S CHECK, OR BIDDER'S BOND ENCLOSED IN THE AMOUNT OF: \$ 10% = \$ 1,750
(MUST BE INCLUDED TO QUALIFY)

NOTE: INCLUDE SAFETY DATA SHEETS WITH DELIVERY

SUBMITTED BY:

FIRM: Hydrite Chemical Co.

ADDRESS: 300 N. Patrick Blvd

CITY/STATE/ZIP: Brookfield, WI 53045

BY: Peter Nielsen

PRINTED: Peter Nielsen

TITLE: Municipal Bid Manager

PHONE: 262-792-8793 FAX 414-365-7440

peter.nielsen@hydrite.com

Univar USA Inc.
8201 S. 212th
Kent, WA 98032-1994
USA

T 253-872-5000
F 253-572-5041
www.univarusa.com



April 29, 2015

City of Escanaba
410 Ludington Street
Escanaba, MI 49829

RE: BID – City of Escanaba Hydro-fluosilicic acid bid of May 6, 2015

Dear To Whom It May Concern;

Univar USA Inc. is in receipt of the above IFB due Wednesday, May 6, 2015 at 2:00 PM.

Unfortunately we are unable to bid on your requirements at this time.

Attached is our contact information, including fax number and e-mail addresses. We have also included a self-address, stamped envelope. If any bid tabulations/ results are sent out – please use this information for us, and whichever method you prefer.

Please keep us on your bidder/vendor mailing list as we look forward to bidding on any future chemical requirements you may have.

Thank you,

Roise Holiday

Municipal Specialist
Western Region
Univar USA Inc.
munteam@univarusa.com

www.univar.com

BIDDER'S PROPOSAL

DATE: 4-21-2015

City of Escanaba
Escanaba, MI 49829

We, the undersigned, agree to furnish the following:

APPROXIMATELY 35,000 POUNDS OF HYDRO-FLUOSILICIC ACID IN THIRTY (30) GALLON DRUMS OR FIFTEEN (15) GALLON DRUMS OR TOTES, MEETING A. W. W. A. STANDARDS AND NSF STANDARD #60 FOR USE IN DRINKING WATER TREATMENT

F.O.B. WATER PLANT, ESCANABA, MI

DELIVERY: As requested during Fiscal Year 07/01/15 to 06/30/2016

PRICE PER CWT IN DRUMS: 152.50	\$ <u>50.83</u>
PRICE PER CWT IN TOTES: 1214.10	\$ <u>44.15</u>
TOTAL PRICE:	\$ <u>15452.50</u>

CERTIFIED CHECK, CASHIER'S CHECK, OR BIDDER'S BOND
ENCLOSED IN THE AMOUNT OF: \$ 15452.50
(MUST BE INCLUDED TO QUALIFY)

NOTE: INCLUDE SAFETY DATA SHEETS WITH DELIVERY

SUBMITTED BY:

FIRM: Wausau Chemical Corp
ADDRESS: 2001 N Brown Drive P.O. Box 953
CITY/STATE/ZIP: Wausau WI 54402-0953
BY: A. J. Flashinski
PRINTED: A. J. Flashinski
TITLE: Operations Mgr
PHONE: 800-950-6656 FAX 715-840-9059

Pricing is based on our normal scheduled delivery every four weeks. A schedule can be obtained at www.wausauchemical.com

**CITY OF ESCANABA
RECORD OF BIDS**

DATE BIDS OPENED: 5/6/2015
DESCRIPTION OF ITEM: Aluminum Sulfate Liquid

NAME OF BIDDER	PRICE PER TON	TOTAL PRICE	CHECK OR BID BOND
Kamira	NO BID		
PRS technologies	NO BID		
Univar	NO BID		
Hawkins	NO BID		
USA LCO	\$615.26/dry ton	\$61526.00	Bond
Chemtrade	\$309 /dry ton	\$30900.00	Bond

PRESENT: *Robert A. [Signature]*
Patty [Signature]
John [Signature]

ALUMINUM SULFATE LIQUID

**FURNISH APPROXIMATELY 100 NET TONS OF
ALUMINUM SULFATE LIQUID (APPROXIMATELY
4000 GALLONS EACH LOAD), MEETING A. W. W. A. STANDARDS
AND NSF STANDARD #60 FOR USE IN
DRINKING WATER TREATMENT**

TO BIDDERS: APRIL 16, 2015

ADVERTISED: APRIL 18, 2015

BID OPENING: MAY 6, 2015

INVITATIONS TO BID SENT TO: SEVEN (7)

**USALCO
1120 MIDDLE RIVER ROAD
BALTIMORE, MD 21220**

**GENERAL CHEMICAL PERFORMANCE PRODUCTS
ATTN: BID DEPT-WATER CHEMICALS
90 EAST HALSEY ROAD
PARSIPPANY, NJ 07054**

**GENERAL CHEMICAL LLC
90 EAST HALSEY ROAD
PARSIPPANY, NJ 07054
ATTN: SALES/MARKETING**

**PVS TECHNOLOGIES
10900 HARPER AVENUE
DETROIT, MI 48213
ATTN: DANICA MAIER**

**STERLING WATER TECHNOLOGIES
PO BOX 602
COLUMBIA, TN 38402-0602
ATTN: BEVERLY ROBINSON-BIDS/SALES DEPT**

**KEMIRA WATER SOLUTIONS
3211 CLINTON PARKWAY CT
STE #1
LAWRENCE, KS 66047
ATTN: JUDY LAFOND**

**HAWKINS WATER TREATMENT GROUP
TECHINICAL SALES REP
1882 MORRIS STREET
FOND DU LAC, WI 54935**

BIDDER'S PROPOSAL

DATE: _____

City of Escanaba
Escanaba, MI 49829

We, the undersigned, agree to furnish the following:

**APPROXIMATELY 100 NET TONS OF ALUMINUM SULFATE
LIQUID (APPROXIMATELY 4000 GALLONS EACH LOAD),
MEETING A. W. W. A. STANDARDS AND NSF STANDARD #60
FOR USE IN DRINKING WATER TREATMENT**

F.O.B. WATER PLANT, ESCANABA, MI

DELIVERY: As requested during Fiscal Year 07/01/15 to 06/30/2016

PRICE PER TON: \$ _____

TOTAL PRICE: \$ _____

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

**NOTE: INCLUDE SAFETY DATA SHEETS WITH
DELIVERY**

SUBMITTED BY:
FIRM: _____
ADDRESS: _____
CITY/STATE/ZIP: _____
BY: _____
PRINTED: _____
TITLE: _____
PHONE: _____ FAX _____

KEMIRA WATER SOLUTIONS, Inc.
National Sales Office
4321 W. 6th St.
Lawrence, Kansas 66049
Phone: 785-842-7424
Orders: 800-879-6353
Fax: 785-842-2629

May 3, 2015

Office of the City Clerk
410 Ludington Street
Escanaba, MI 49829

Bid: City of Escanaba Aluminum Sulfate Liquid Bid of May 6, 2015
Due: May 6, 2015 @ 2pm

Dear Purchasing:

Thank you for giving us the opportunity to provide you with a quotation. We have no bid to offer at this time. Please keep Kemira Water Solutions, Inc. on your list of vendors to receive future bid invitations.

Please email the bid tabulation to kwsna.bids@kemira.com. You may also send it by mail or fax it to 785-842-2629. Enclosed is a stamped, self-addressed envelope for your convenience.

Sincerely,


Shelly Hiatt
shelly.hiatt@kemira.com / kwsna.bids@kemira.com

BIDDER'S PROPOSAL

DATE: May 1, 2015

City of Escanaba
Escanaba, MI 49829

We, the undersigned, agree to furnish the following:

**APPROXIMATELY 100 NET TONS OF ALUMINUM SULFATE
LIQUID (APPROXIMATELY 4000 GALLONS EACH LOAD),
MEETING A. W. W. A. STANDARDS AND NSF STANDARD #60
FOR USE IN DRINKING WATER TREATMENT**

F.O.B. WATER PLANT, ESCANABA, MI

DELIVERY: As requested during Fiscal Year 07/01/15 to 06/30/2016

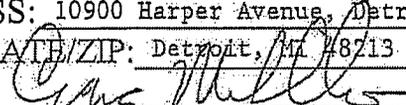
PRICE PER TON: \$ No Bid

TOTAL PRICE: \$ No Bid

CERTIFIED CHECK, CASHIER'S
CHECK, OR BIDDER'S BOND
ENCLOSED IN THE AMOUNT OF: \$ No Bid
(MUST BE INCLUDED TO QUALIFY)

**NOTE: INCLUDE SAFETY DATA SHEETS WITH
DELIVERY**

SUBMITTED BY:

FIRM: PVS Technologies, Inc.
ADDRESS: 10900 Harper Avenue, Detroit, MI 48213
CITY/STATE/ZIP: Detroit, MI 48213
BY: 
PRINTED: Craig Mikkelsen
TITLE: Vice President of Sales & Marketing
PHONE: 313-571-1100 FAX 313-571-6765

Univar USA Inc.
8201 S. 212th
Kent, WA 98032-1994
USA

T 253-872-5000
F 253-572-5041
www.univarusa.com



April 29, 2015

City of Escanaba
410 Ludington Street
Escanaba, MI 49829

RE: BID – City of Escanaba Aluminum Sulfate bid of May 6, 2015

Dear To Whom It May Concern;

Univar USA Inc. is in receipt of the above IFB due Wednesday, May 6, 2015 at 2:00 PM.

Unfortunately we are unable to bid on your requirements at this time.

Attached is our contact information, including fax number and e-mail addresses. We have also included a self-address, stamped envelope. If any bid tabulations/ results are sent out – please use this information for us, and whichever method you prefer.

Please keep us on your bidder/vendor mailing list as we look forward to bidding on any future chemical requirements you may have.

Thank you,

Roise Holiday

Municipal Specialist
Western Region
Univar USA Inc.
mnuniteam@univarusa.com

www.univar.com

BIDDER'S PROPOSAL

DATE: 4/29/2015

City of Escanaba
Escanaba, MI 49829

We, the undersigned, agree to furnish the following:

**APPROXIMATELY 100 NET TONS OF ALUMINUM SULFATE
LIQUID (APPROXIMATELY 4000 GALLONS EACH LOAD),
MEETING A. W. W. A. STANDARDS AND NSF STANDARD #60
FOR USE IN DRINKING WATER TREATMENT**

F.O.B. WATER PLANT, ESCANABA, MI

DELIVERY: As requested during Fiscal Year 07/01/15 to 06/30/2016

PRICE PER TON: \$ No Bid on this item

TOTAL PRICE: \$ No Bid on this item

CERTIFIED CHECK, CASHIER'S
CHECK, OR BIDDER'S BOND
ENCLOSED IN THE AMOUNT OF: \$ 0.00
(MUST BE INCLUDED TO QUALIFY)

**NOTE: INCLUDE SAFETY DATA SHEETS WITH
DELIVERY**

SUBMITTED BY:

FIRM: Hawkins, Inc.

ADDRESS: 2681 Rosegate

CITY/STATE/ZIP: Roseville, MN 55112

BY: *Thomas Keller*

PRINTED: Thomas Keller

TITLE: V.P. Water Treatment Group

PHONE: 612-331-6910 FAX 612-331-5304

BIDDER'S PROPOSAL

DATE: April 30, 2015

City of Escanaba
Escanaba, MI 49829

We, the undersigned, agree to furnish the following:

**APPROXIMATELY 100 NET TONS OF ALUMINUM SULFATE
LIQUID (APPROXIMATELY 4000 GALLONS EACH LOAD),
MEETING A. W. W. A. STANDARDS AND NSF STANDARD #60
FOR USE IN DRINKING WATER TREATMENT**

F.O.B. WATER PLANT, ESCANABA, MI

DELIVERY: As requested during Fiscal Year 07/01/15 to 06/30/2016

PRICE PER TON: \$ 615.26 per Dry Ton

TOTAL PRICE: \$ 61,526.00

CERTIFIED CHECK, CASHIER'S
CHECK, OR BIDDER'S BOND
ENCLOSED IN THE AMOUNT OF: \$ 10% Bid Bond Enclosed
(MUST BE INCLUDED TO QUALIFY)

**NOTE: INCLUDE SAFETY DATA SHEETS WITH
DELIVERY**

SUBMITTED BY:

FIRM: USALCO Michigan City Plant. LLC

ADDRESS: 2601 Cannery Avenue

CITY/STATE/ZIP: Baltimore, MD 21226

BY: *Gina M. Bowsbey*

PRINTED: Gina M. Bowsbey

TITLE: Inside Sales

PHONE: (410) 354-0100 x2406 FAX (410) 918-2240

BIDDER'S PROPOSAL

DATE: APRIL 25, 2015

City of Escanaba
Escanaba, MI 49829

We, the undersigned, agree to furnish the following:

**APPROXIMATELY 100 NET TONS OF ALUMINUM SULFATE
LIQUID (APPROXIMATELY 4000 GALLONS EACH LOAD),
MEETING A. W. W. A. STANDARDS AND NSF STANDARD #60
FOR USE IN DRINKING WATER TREATMENT**

F.O.B. WATER PLANT, ESCANABA, MI

DELIVERY: As requested during Fiscal Year 07/01/15 to 06/30/2016

PRICE PER TON: \$ 309.00 (DRY TON)

TOTAL PRICE: \$ 30,900.00

CERTIFIED CHECK, CASHIER'S
CHECK, OR BIDDER'S BOND

ENCLOSED IN THE AMOUNT OF: \$ 10% OF TOTAL BID

(MUST BE INCLUDED TO QUALIFY)

DELIVERY MADE 1-2 DAYS AFTER RECEIPT OF ORDER

**NOTE: INCLUDE SAFETY DATA SHEETS WITH
DELIVERY**

SUBMITTED BY:

FIRM: CHEMTRADE CHEMICALS US LLC

ADDRESS: 90 EAST HALSEY ROAD

CITY/STATE/ZIP: PARSELBY, NJ 07054

BY: Parul Kachhia-Patel

PRINTED: PARUL KACHHIA-PATEL

TITLE: MARKETING SPECIALIST

PHONE: 973-515-1855

FAX 973-515-4461

**CITY OF ESCANABA
RECORD OF BIDS**

DATE BIDS OPENED: 5/6/2015
DESCRIPTION OF ITEM: SODA ASH

NAME OF BIDDER	PRICE/CWT 100# BAGS	PRICE/CWT 50# BAGS	PRICE 100# BAGS	PRICE 50# BAGS	CHECK BID BOND
TATA Chemical	NO BID	—	—	—	—
Hawkins	NO BID	—	—	—	Yes
univar	—	\$27.50	—	—	\$5225 Check 10%
matcher of montana	—	\$19.23	—	—	\$3653.70 Check 10%
BHS	—	\$18.746	—	—	Bond \$373704

PRESENT: *Robert R. Baird*
Patty Franklin
J. H. J.

SODA ASH (DENSE)

FURNISH APPROXIMATELY 95 NET TONS OF
SODA ASH (DENSE) IN 100 OR 50 POUND BAGS, APPROXIMATELY
42,000 POUNDS PER LOAD, MEETING A. W. W. A. STANDARDS
AND NSF STANDARD #60 FOR USE IN DRINKING WATER
TREATMENT

TO BIDDERS: APRIL 16, 2015

ADVERTISED: APRIL 18, 2015

BID OPENING: MAY 6, 2015

INVITATIONS TO BID SENT TO: EIGHT (8)

WAUSAU CHEMICAL, INC.
P.O. BOX 953
WAUSAU, WI 54401

STERLING WATER TECHNOLOGIES
PO BOX 602
COLUMBIA, TN 38402-0602
ATTN: BEVERLY ROBINSON-BIDS/SALES DEPT

THATCHER COMPANY OF MONTANA
PO BOX 27407
SALT LAKE CITY, UT 84127-0407

UNIVAIR USA, INC
7050 W 71ST STREET
BEDFORD PARK, IL 60638

TATA CHEMICAL NORTH AMERICA, INC
100 ENTERPRISE DRIVE
7TH FLOOR, SUITE 701
ROCKAWAY, NJ 07866

HAWKINS WATER TREATMENT GROUP
TECHINICAL SALES REP
1882 MORRIS STREET
FOND DU LAC, WI 54935

OMNI MATERIAL, INC.
13 WEST 2ND STREET
MAYSVILLE, KY. 41056

PVS TECHNOLOGIES
ATTN: BID ADMINISTRATION
10900 HARPER AVE
DETROIT, MI 48213

BIDDER'S PROPOSAL

DATE: _____

City of Escanaba
Escanaba, MI 49829

We, the undersigned, agree to furnish the following:

APPROXIMATELY 95 NET TONS OF SODA ASH (DENSE) IN 100 OR 50 POUND BAGS, APPROXIMATELY 42,000 POUNDS PER LOAD, MEETING A.W. W. A. STANDARDS AND NSF STANDARD #60 FOR USE IN DRINKING WATER TREATMENT

F.O.B. Water Plant, Escanaba, MI

DELIVERY: As requested during Fiscal Year 07/01/15 to 06/30/2016

PRICE PER CWT/100 POUND BAGS \$ _____
PRICE PER CWT/50 POUND BAGS: \$ _____

TOTAL PRICE/100 POUND BAGS: \$ _____
TOTAL PRICE/50 POUND BAGS: \$ _____

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

NOTE: INCLUDE SAFETY DATA SHEETS WITH DELIVERY

SUBMITTED BY:
FIRM: _____
ADDRESS: _____
CITY/STATE/ZIP: _____
BY: _____
PRINTED: _____
TITLE: _____
PHONE: _____ FAX: _____

BIDDER'S PROPOSAL

DATE: 4/29/2015

City of Escanaba
Escanaba, MI 49829

We, the undersigned, agree to furnish the following:

APPROXIMATELY 95 NET TONS OF SODA ASH (DENSE) IN 100 OR 50 POUND BAGS, APPROXIMATELY 42,000 POUNDS PER LOAD, MEETING A. W. W. A. STANDARDS AND NSF STANDARD #60 FOR USE IN DRINKING WATER TREATMENT

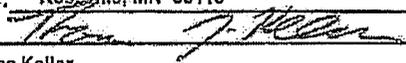
F.O.B. Water Plant, Escanaba, MI

DELIVERY: As requested during Fiscal Year 07/01/15 to 06/30/2016

PRICE PER CWT/100 POUND BAGS	\$ <u>No Bid on this product</u>
PRICE PER CWT/50 POUND BAGS:	\$ <u>No Bid on this product</u>
TOTAL PRICE/100 POUND BAGS:	\$ <u>0.00</u>
TOTAL PRICE/50 POUND BAGS:	\$ <u>0.00</u>

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

NOTE: INCLUDE SAFETY DATA SHEETS WITH DELIVERY

SUBMITTED BY:
FIRM: Hawkins Inc.
ADDRESS: 2381 Rosegate
CITY/STATE/ZIP: Roseville, MN 55113
BY: 
PRINTED: Thomas Keller
TITLE: V.P. Water Treatment Group
PHONE: 612-331-6910 FAX: 612-331-5304

BIDDER'S PROPOSAL

DATE: 5/1/15

City of Escanaba
Escanaba, MI 49829

We, the undersigned, agree to furnish the following:

APPROXIMATELY 95 NET TONS OF SODA ASH (DENSE) IN 100 OR 50 POUND BAGS, APPROXIMATELY 42,000 POUNDS PER LOAD, MEETING A.W. W. A. STANDARDS AND NSF STANDARD #60 FOR USE IN DRINKING WATER TREATMENT

F.O.B. Water Plant, Escanaba, MI

DELIVERY: As requested during Fiscal Year 07/01/15 to 06/30/2016

PRICE PER CWT/100 POUND BAGS	\$ <u> / </u>
PRICE PER CWT/50 POUND BAGS:	\$ <u>27.50 / CWT</u>
TOTAL PRICE/100 POUND BAGS:	\$ <u> / </u>
TOTAL PRICE/50 POUND BAGS:	\$ <u>52,250.00</u>

CERTIFIED CHECK, CASHIER'S CHECK, OR
BIDDER'S BOND ENCLOSED IN AMOUNT OF: \$ 52,250.00 - 10%
(MUST BE INCLUDED TO QUALIFY)

NOTE: INCLUDE SAFETY DATA SHEETS WITH DELIVERY

SUBMITTED BY:
FIRM: Univar USA
ADDRESS: 8201 S 212th St
CITY/STATE/ZIP: Kent WA 98032
BY: Raise Holiday
PRINTED: Raise Holiday
TITLE: Municipal Specialist
PHONE: 253-872-5000 FAX: 253-872-5041

BIDDER'S PROPOSAL

DATE: April 29, 2015

City of Escanaba
Escanaba, MI 49829

We, the undersigned, agree to furnish the following:

APPROXIMATELY 95 NET TONS OF SODA ASH (DENSE) IN 100 OR 50 POUND BAGS, APPROXIMATELY 42,000 POUNDS PER LOAD, MEETING A.W. W. A. STANDARDS AND NSF STANDARD #60 FOR USE IN DRINKING WATER TREATMENT

F.O.B. Water Plant, Escanaba, MI

DELIVERY: As requested during Fiscal Year 07/01/15 to 06/30/2016

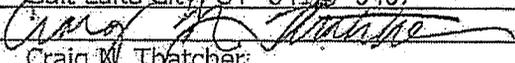
PRICE PER CWT/100 POUND BAGS	\$	<u>No Bid</u>
PRICE PER CWT/50 POUND BAGS:	\$	<u>19.23</u>
TOTAL PRICE/100 POUND BAGS:	\$	<u>No Bid</u>
TOTAL PRICE/50 POUND BAGS:	\$	<u>36,537.00</u>

CERTIFIED CHECK, CASHIER'S CHECK, OR
BIDDER'S BOND ENCLOSED IN AMOUNT OF: \$ 3,653.70
(MUST BE INCLUDED TO QUALIFY)

NOTE: INCLUDE SAFETY DATA SHEETS WITH DELIVERY

Appendices A and B form part of our proposal.

SUBMITTED BY:

FIRM: Thatcher Company of Montana, Inc.
ADDRESS: P. O. Box 27407
CITY/STATE/ZIP: Salt Lake City, UT 84127-0407
BY: 
PRINTED: Craig W. Thatcher
TITLE: President
PHONE: (877) 857-0392 office FAX: (406) 721-3489
(406) 360-0694 mobile/Jlm Perkins

BIDDER'S PROPOSAL

DATE: April 21, 2015

City of Escanaba
Escanaba, MI 49829

We, the undersigned, agree to furnish the following:

APPROXIMATELY 95 NET TONS OF SODA ASH (DENSE) IN 100 OR 50 POUND BAGS, APPROXIMATELY 42,000 POUNDS PER LOAD, MEETING A.W. W. A. STANDARDS AND NSF STANDARD #60 FOR USE IN DRINKING WATER TREATMENT

F.O.B. Water Plant, Escanaba, MI

DELIVERY: As requested during Fiscal Year 07/01/15 to 06/30/2016

PRICE PER CWT/100 POUND BAGS	\$ _____
PRICE PER CWT/50 POUND BAGS:	\$ _____
TOTAL PRICE/100 POUND BAGS:	\$ _____
TOTAL PRICE/50 POUND BAGS:	\$ _____
CERTIFIED CHECK, CASHIER'S CHECK, OR BIDDER'S BOND ENCLOSED IN AMOUNT OF: \$	_____
(MUST BE INCLUDED TO QUALIFY)	

NO BID

NOTE: INCLUDE SAFETY DATA SHEETS WITH DELIVERY

SUBMITTED BY:
FIRM: TATA CHEMICALS NORTH AMERICA INC.
ADDRESS: 100 ENTERPRISE DRIVE, SUITE 701
CITY/STATE/ZIP: ROCKAWAY, NJ 07866
BY: _____
PRINTED: JENNIFER HEINMAN
TITLE: MANAGER CUSTOMER SERVICE SYSTEMS
PHONE: 973-599-5512 FAX: _____

BIDDER'S PROPOSAL

DATE: May 1, 2015

City of Escanaba
Escanaba, MI 49829

We, the undersigned, agree to furnish the following:

APPROXIMATELY 95 NET TONS OF SODA ASH (DENSE) IN 100 OR 50 POUND BAGS, APPROXIMATELY 42,000 POUNDS PER LOAD, MEETING A. W. W. A. STANDARDS AND NSF STANDARD #60 FOR USE IN DRINKING WATER TREATMENT

F.O.B. Water Plant, Escanaba, MI

DELIVERY: As requested during Fiscal Year 07/01/15 to 06/30/2016

PRICE PER CWT/100 POUND BAGS \$ No Bid
PRICE PER CWT/50 POUND BAGS: \$ 18.746 * (\$374.92 ton)

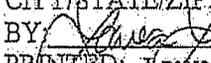
TOTAL PRICE/100 POUND BAGS: \$ No Bid
TOTAL PRICE/50 POUND BAGS: \$ 9.373/bag

*Full truckload of 44,000 lbs

CERTIFIED CHECK, CASHIER'S CHECK, OR
BIDDER'S BOND ENCLOSED IN AMOUNT OF: \$ 10% of total bid/contract
(MUST BE INCLUDED TO QUALIFY)

NOTE: INCLUDE SAFETY DATA SHEETS WITH DELIVERY

SUBMITTED BY:

FIRM: BHS Marketing, LLC
ADDRESS: 2320 West Indiana Ave.
CITY/STATE/ZIP: Salt Lake City, UT 84104
BY: 
PRINTED: Laura Lanthier
TITLE: Manager, Municipal Bids & Contracts
PHONE: (208) 932-6615 FAX: (801) 973-8838

**CITY OF ESCANABA
RECORD OF BIDS**

DATE BIDS OPENED: 5/6/2015
DESCRIPTION OF ITEM: FERRIC CHLORIDE

NAME OF BIDDER	PRICE PER TON	TOTAL PRICE	CHECK OR BID BOND
Kemira Water Solutions	\$579./drum	\$28,950	Check #2895
Univar	no bid	-	-
Hawkins	no bid	-	Bond
PYS Technologies	*1620	31,000	Bond

PRESENT: *Robert P. ...*
Patty Francis
John ...

FERRIC CHLORIDE

**FURNISH APPROXIMATELY FIFTY (50) TONS
DRY WEIGHT OF = OR > 36% FERRIC CHLORIDE**

TO BIDDERS: APRIL 16, 2015

ADVERTISED: APRIL 18, 2015

BID OPENING: MAY 6, 2015

INVITATIONS TO BID SENT TO: SIX (6)

**KEMIRA WATER SOLUTIONS
3211 CLINTON PARKWAY COURT
STE #1
LAWRENCE, KS 66047
ATTN: JUDY LAFOND**

**PVS TECHNOLOGIES, INC.
10900 HARPER AVENUE
DETROIT, MI 48213
ATTN: DANICA MAIER**

**GENERAL CHEMICAL LLC
90 EAST HALSEY ROAD
PARSIPPANY, NJ 07054
ATTN: SALES/MARKETING**

**PVS NOLWOOD
10900 HARPER AVENUE
DETROIT, MI 48213
ATTN: ANGELA ZAPOLI**

**STERLING WATER TECHNOLOGIES
PO BOX 602
COLUMBIA, TN 38402-0602
ATTN: BEVERLY ROBINSON-BIDS/SALES DEPT**

**HAWKINS WATER TREATMENT GROUP
TECHINICAL SALES REP
1882 MORRIS STREET
FOND DU LAC, WI 54935**

BIDDER'S PROPOSAL

DATE: _____

City of Escanaba
Escanaba, MI 49829

We, the undersigned, agree to furnish the following:

**APPROXIMATELY FIFTY (50) TONS DRY WEIGHT OF = OR >
36% FERRIC CHLORIDE FOR USE IN WASTEWATER
TREATMENT PLANTS**

F.O.B. WASTEWATER TREATMENT PLANT, ESCANABA, MI

**DELIVERY: As requested on an anhydrous basis in 40,000 pound tank
wagons during the Fiscal Year 07/01/15 to 06/30/2016**

PRICE PER TON: \$ _____
TOTAL PRICE: \$ _____
CERTIFIED CHECK, CASHIER'S
CHECK, OR BIDDER'S BOND
ENCLOSED IN THE AMOUNT OF: \$ _____
(MUST BE INCLUDED TO QUALIFY)

SUPPLIER: WILL INVOICE FOR COST AND ALL CHARGES

**NOTE: INCLUDE SAFETY DATA SHEETS WITH
DELIVERY**

SUBMITTED BY:
FIRM: _____
ADDRESS: _____
CITY/STATE/ZIP: _____
BY: _____
PRINTED: _____
TITLE: _____
PHONE: _____ FAX _____

BIDDER'S PROPOSAL

DATE: May 1, 2015

City of Escanaba
Escanaba, MI 49829

We, the undersigned, agree to furnish the following:

**APPROXIMATELY FIFTY (50) TONS DRY WEIGHT OF = OR >
36% FERRIC CHLORIDE FOR USE IN WASTEWATER
TREATMENT PLANTS**

F.O.B. WASTEWATER TREATMENT PLANT, ESCANABA, MI

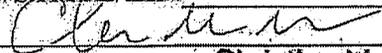
DELIVERY: As requested on an anhydrous basis in 40,000 pound tank wagons during the Fiscal Year 07/01/15 to 06/30/2016

PRICE PER TON: \$ 579.00 per dry ton
TOTAL PRICE: \$ 28,950.00
CERTIFIED CHECK, CASHIER'S
CHECK, OR BIDDER'S BOND
ENCLOSED IN THE AMOUNT OF: \$ 2,895.00
(MUST BE INCLUDED TO QUALIFY)

SUPPLIER: WILL INVOICE FOR COST AND ALL CHARGES

**NOTE: INCLUDE SAFETY DATA SHEETS WITH
DELIVERY**

SUBMITTED BY:

FIRM: Kemira Water Solutions
ADDRESS: 4321 W. 6th St.
CITY/STATE/ZIP: Lawrence, KS 66049
BY: 
PRINTED: Christina M. Imbrogno
TITLE: Customer Service Manager
PHONE: (800) 879-6353 FAX (785) 842-2629

Univar USA Inc.
8201 S. 212th
Kent, WA 98032-1994
USA

T 253-872-5000
F 253-572-5041
www.univarusa.com



April 29, 2015

City of Escanaba
410 Ludington Street
Escanaba, MI 49829

RE: BID – City of Escanaba Ferric Chloride 36% bid of May 6, 2015

Dear To Whom It May Concern;

Univar USA Inc. is in receipt of the above IFB due Wednesday, May 6, 2015 at 2:00 PM.

Unfortunately we are unable to bid on your requirements at this time.

Attached is our contact information, including fax number and e-mail addresses. We have also included a self-address, stamped envelope. If any bid tabulations/ results are sent out – please use this information for us, and whichever method you prefer.

Please keep us on your bidder/vendor mailing list as we look forward to bidding on any future chemical requirements you may have.

Thank you,

Roise Holiday

Municipal Specialist
Western Region
Univar USA Inc.
muniteam@univarusa.com

www.univar.com

BIDDER'S PROPOSAL

DATE: 4/29/2015

City of Escanaba
Escanaba, MI 49829

We, the undersigned, agree to furnish the following:

**APPROXIMATELY FIFTY (50) TONS DRY WEIGHT OF = OR >
36% FERRIC CHLORIDE FOR USE IN WASTEWATER
TREATMENT PLANTS**

F.O.B. WASTEWATER TREATMENT PLANT, ESCANABA, MI

**DELIVERY: As requested on an anhydrous basis in 40,000 pound tank
wagons during the Fiscal Year 07/01/15 to 06/30/2016**

PRICE PER TON: \$ No Bid on this product
TOTAL PRICE: \$ No Bid on this product
CERTIFIED CHECK, CASHIER'S
CHECK, OR BIDDER'S BOND
ENCLOSED IN THE AMOUNT OF: \$.00
(MUST BE INCLUDED TO QUALIFY)

SUPPLIER: WILL INVOICE FOR COST AND ALL CHARGES

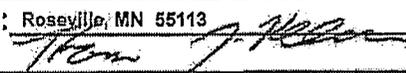
**NOTE: INCLUDE SAFETY DATA SHEETS WITH
DELIVERY**

SUBMITTED BY:

FIRM: Hawkins Inc.

ADDRESS: 2381 Rosegate

CITY/STATE/ZIP: Roseville, MN 55113

BY: 

PRINTED: Thomas Keller

TITLE: V.P. Water Treatment Group

PHONE: 612-331-8910 FAX: 612-331-5304

BIDDER'S PROPOSAL

DATE: May 1, 2015

City of Escanaba
Escanaba, MI 49829

We, the undersigned, agree to furnish the following:

**APPROXIMATELY FIFTY (50) TONS DRY WEIGHT OF = OR >
36% FERRIC CHLORIDE FOR USE IN WASTEWATER
TREATMENT PLANTS**

F.O.B. WASTEWATER TREATMENT PLANT, ESCANABA, MI

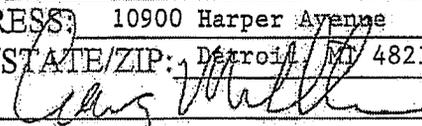
**DELIVERY: As requested on an anhydrous basis in 40,000 pound tank
wagons during the Fiscal Year 07/01/15 to 06/30/2016**

PRICE PER TON: \$ 620.00
TOTAL PRICE: \$ 31,000.00
CERTIFIED CHECK, CASHIER'S
CHECK, OR BIDDER'S BOND
ENCLOSED IN THE AMOUNT OF: \$ 10% of bid amount (\$3100.00)
(MUST BE INCLUDED TO QUALIFY)

SUPPLIER: WILL INVOICE FOR COST AND ALL CHARGES

**NOTE: INCLUDE SAFETY DATA SHEETS WITH
DELIVERY**

SUBMITTED BY:

FIRM: PVS Technologies, Inc.
ADDRESS: 10900 Harper Avenue
CITY/STATE/ZIP: Detroit, MI 48213
BY: 
PRINTED: Craig Mikkelson
TITLE: Vice President of Sales & Marketing
PHONE: 313-571-1100 FAX 313-571-6765

**CITY OF ESCANABA
RECORD OF BIDS**

DATE BIDS OPENED: 5/6/2015
DESCRIPTION OF ITEM: Liquid Chlorine

NAME OF BIDDER	PRICE	PRICE	CHECK
	CWT	CWT	OR
	1 TON CYLINDERS	150 LB CYLINDERS	BID BOND
Sterling	NO BID	-	-
Nydrite Chemical	*59.50	79.50	Bond
Univar	NO BID	-	-
Hawkins	-	.595/lb	Bond

PRESENT: Robert Richards
Patty Franke
John 72

LIQUID CHLORINE

FURNISH APPROXIMATELY 10 TONS (MORE OR LESS) OF OF
LIQUID CHLORINE, A. W. W. A. SPECIFICATIONS, IN APPROVED
CYLINDERS

TO BIDDERS: APRIL 16, 2015

ADVERTISED: APRIL 18, 2015

BID OPENING: MAY 6, 2015

INVITATIONS TO BID SENT TO: SIX (6)

HYDRITE CHEMICAL COMPANY
191 WEST 28 AVENUE
OSHKOSH, WI 54901

GENERAL CHEMICAL LLC
90 EAST HALSEY ROAD
PARSIPPANY, NJ 07054
ATTN: SALE/MARKETING

WAUSAU CHEMICAL, INC.
BOX 953
WAUSAU, WI 54401

ELHORN ENGINEERING CO.
889 EDEN ROAD
MASON, MI 48858

STERLING WATER TECHNOLOGIES
PO BOX 602
COLUMBIA, TN 38402-0602
ATTN: BEVERLY ROBINSON-BIDS/SALES DEPT

HAWKINS WATER TREATMENT GROUP
TECHINICAL SALES REP
1882 MORRIS STREET
FOND DU LAC, WI 54935

BIDDER'S PROPOSAL

DATE: _____

City of Escanaba
Escanaba, MI 49829

We, the undersigned, agree to furnish the following:

**APPROXIMATELY 10 TONS (MORE OR LESS) OF LIQUID
CHLORINE, IN APPROVED CYLINDERS, A. W. W. A.
SPECIFICATIONS AND NSF STANDARD #60**

F.O.B. PART TO WATER PLANT, ESCANABA, MI &
PART TO WASTEWATER PLANT, ESCANABA, MI

SUPPLIER: WILL INVOICE FOR COST AND ALL CHARGES

**DELIVERY: Must be delivered in 3-4 working days from the date
requested during the Fiscal Year of 07/01/15 to 06/30/2016**

PRICE CWT IN ONE (1) TON CYLINDERS: \$ _____
(NO DEPOSIT)

PER CWT IN 150LB CYLINDERS: \$ _____
(NO DEPOSIT)

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

**NOTE: INCLUDE SAFETY DATA SHEETS WITH
DELIVERY**

SUBMITTED BY:

FIRM: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

BY: _____

PRINTED: _____

TITLE: _____

PHONE: _____ FAX _____



Sterling
Water Technologies LLC

April 28, 2015

City of Escanaba
Office of the City Clerk
410 Ludington Street
Escanaba, MI 49829

Bid Due: 4/15/14 @ 2 pm
**Bid Name: City of Escanaba Liquid Chlorine, Hydro-Fluosilicic Acid, PAC, Ferric Chloride 36%,
Soda Ash (Dense), Aluminum Sulfate Liquid Bid of May 06, 2015**

Thank you for the opportunity to submit our bid on your chemical requirements.
However, we are unable to offer a competitive bid at this time.

May we please have a tabulation of the bids received after the referenced bid opening?
This would assist us tremendously should we decide to bid on these products next year.
If it is convenient for you, please fax the bid results to the following:
Attn: Bid Department at (931) 540 - 1338, or email to sales@sterlingwatertech.com

Thank you.

Sincerely,

Sterling Water Technologies LLC
Bid Administration Department

BIDDER'S PROPOSAL

DATE: 4/29/15

City of Escanaba
Escanaba, MI 49829

We, the undersigned, agree to furnish the following:

**APPROXIMATELY 10 TONS (MORE OR LESS) OF LIQUID
CHLORINE, IN APPROVED CYLINDERS, A. W. W. A.
SPECIFICATIONS AND NSF STANDARD #60**

F.O.B. PART TO WATER PLANT, ESCANABA, MI &
PART TO WASTEWATER PLANT, ESCANABA, MI

SUPPLIER: WILL INVOICE FOR COST AND ALL CHARGES

**DELIVERY: Must be delivered in 3-4 working days from the date
requested during the Fiscal Year of 07/01/15 to 06/30/2016**

PRICE CWT IN ONE (1) TON CYLINDERS: \$ 59.50
(NO DEPOSIT)

PER CWT IN 150LB CYLINDERS: \$ 79.50
(NO DEPOSIT)

CERTIFIED CHECK, CASHIER'S
CHECK, OR BIDDER'S BOND

ENCLOSED IN THE AMOUNT OF: \$ 10% of bid = \$1,985
(MUST BE INCLUDED TO QUALIFY)

**NOTE: INCLUDE SAFETY DATA SHEETS WITH
DELIVERY**

SUBMITTED BY:

FIRM: Hydrite Chemical Co.

ADDRESS: 300 N Patrick Blvd

CITY/STATE/ZIP: Brookfield, WI 53045

BY: Peter Nielsen

PRINTED: Peter Nielsen

TITLE: Municipal Bid Manager

PHONE: 262-792-8793 FAX 414-365-7440

peter.nielsen @ hydrite . com

Univar USA Inc.
8201 S. 212th
Kent, WA 98032-1994
USA

T 253-872-5000
F 253-872-5041
www.univarusa.com



April 29, 2015

City of Escanaba
410 Ludington Street
Escanaba, MI 49829

RE: BID – City of Escanaba Liquid Chlorine bid of May 6, 2015

Dear To Whom It May Concern;

Univar USA Inc. is in receipt of the above IFB due Wednesday, May 6, 2015 at 2:00 PM.

Unfortunately we are unable to bid on your requirements at this time.

Attached is our contact information, including fax number and e-mail addresses. We have also included a self-address, stamped envelope. If any bid tabulations/ results are sent out – please use this information for us, and whichever method you prefer.

Please keep us on your bidder/vendor mailing list as we look forward to bidding on any future chemical requirements you may have.

Thank you,

Roise Holiday

Municipal Specialist
Western Region
Univar USA Inc.
muniteam@univarusa.com

www.univar.com

BIDDER'S PROPOSAL

DATE: 4/29/2015

City of Escanaba
Escanaba, MI 49829

We, the undersigned, agree to furnish the following:

**APPROXIMATELY 10 TONS (MORE OR LESS) OF LIQUID
CHLORINE, IN APPROVED CYLINDERS, A. W. W. A.
SPECIFICATIONS AND NSF STANDARD #60**

F.O.B. PART TO WATER PLANT, ESCANABA, MI &
PART TO WASTEWATER PLANT, ESCANABA, MI

SUPPLIER: WILL INVOICE FOR COST AND ALL CHARGES

**DELIVERY: Must be delivered in 3-4 working days from the date
requested during the Fiscal Year of 07/01/15 to 06/30/2016**

PRICE CWT IN ONE (1) TON CYLINDERS: \$ _____
(NO DEPOSIT)

PER CWT IN 150LB CYLINDERS: \$.595 lb. P/N 4800
(NO DEPOSIT)

CERTIFIED CHECK, CASHIER'S
CHECK, OR BIDDER'S BOND
ENCLOSED IN THE AMOUNT OF: \$ _____ 10% of Bid
(MUST BE INCLUDED TO QUALIFY)

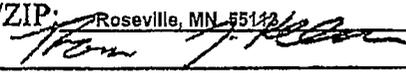
**NOTE: INCLUDE SAFETY DATA SHEETS WITH
DELIVERY**

SUBMITTED BY:

FIRM: Hawkins Inc.

ADDRESS: 2381 Rosegate

CITY/STATE/ZIP: Roseville, MN 55112

BY: 

PRINTED: Thomas Keller

TITLE: V.P. Water Treatment Group

PHONE: 612-331-6910 FAX 612-331-5304

**CITY OF ESCANABA
RECORD OF BIDS**

DATE BIDS OPENED: 5/6/2015
DESCRIPTION OF ITEM: Powdered Activated Carbon

NAME OF BIDDER	MESH SIZE	HARDNESS	MOISTURE	IODINE #	PRICE PER POUND FOB ESC BULK	PRICE PER POUND FOB ESC BAG	CHECK FOR BID BOND
Hawkins	-	-	- 1 1/2%	- 1/4A	-	1.27/lb 44lb	Bond
Thatcher of Montana	-	-	- 4%	- 700	- 710	0.839/lb min order 2100lb 1 pallet.	Check 1342.40
Ward Blackfield (OMNE)	-	-	- 1.5	- 300	0.714/lb	0.747/lb	Bond
Calgon Carbon	-	-	- 8%	- 800	0.82/lb	0.87/lb	Bond only 50%
Cabot	-	-	8% max	500	0.76/lb	no bid	Bond

PRESENT: Robert S. Burkard
Patty Francis
John Q. ?

POWDERED ACTIVATED CARBON

FURNISH APPROXIMATELY 16,000 POUNDS, BAGGED &
PALLETIZED, APPROXIMATELY 4000 POUNDS PER LOAD
(2 PALLETS), OR 16,000 POUNDS BULK SINGLE LOAD AS
REQUESTED OF POWDERED ACTIVATED CARBON FOR USE IN DRINKING
WATER TREATMENT

TO BIDDERS: APRIL 16, 2015

ADVERTISED: APRIL 18, 2015

BID OPENING: MAY 6, 2015

INVITATIONS TO BID SENT TO: EIGHT (8)

CABOT NORIT AMERICAS, INC.
P.O. BOX 790
MARSHALL, TX 75671
ATTN: SALLY ADKISSON

CARBON ACTIVATED CORPORATION
250E MANVILLE STREET
COMPTON, CA 90220

STERLING WATER TECHNOLOGIES
PO BOX 602
COLUMBIA, TN 38402-0602
ATTN: BEVERLY ROBINSON-BIDS/SALES

M.L. BALL COMPANY, INC
6255 ATLANTIC BLVD
NORCROSS, GA 30071
ATTN: SUMEI WANG

SNR TECHNOLOGIES
20406 AUTUMN SHORE DR
KATY, TX 77450

THATCHER COMPANY OF MONTANA
PO BOX 27407
SALT LAKE CITY, UT 84104-0407

HAWKINS WATER TREATMENT GROUP
TECHINICAL SALES REP
1882 MORRIS STREET
FOND DU LAC, WI 54935

OMNI MATERIAL, INC.
13 WEST 2nd STREET
MAYSVILLE, KY. 41056

BIDDER'S PROPOSAL

DATE: _____

City of Escanaba
Escanaba, MI 49829

We, the undersigned, agree to furnish the following:

**APPROXIMATELY 16,000 POUNDS, BAGGED & PALLETIZED,
APPROXIMATELY 4000 POUNDS PER LOAD (TWO PALLETS), OR 16,000
POUNDS BULK SINGLE LOAD AS REQUESTED OF POWDERED
ACTIVATED CARBON FOR USE IN DRINKING WATER
TREATMENT**

F.O.B. Water Plant, Escanaba, MI

SPECIFICATIONS:

MESH SIZE: _____
HARDNESS: _____
MOISTURE: _____
IODINE #: _____

DELIVERY: As requested during Fiscal Year 07/01/15 to 06/30/2016

PRICE PER POUND FOB ESCANABA-BULK: \$ _____

PRICE PER POUND FOB ESCANABA-BAG: \$ _____

CERTIFIED CHECK, CASHIER'S CHECK, OR

BIDDER'S BOND ENCLOSED IN AMOUNT OF: \$ _____

(MUST BE INCLUDED TO QUALIFY)

NOTE: INCLUDE MATERIAL SAFETY DATA SHEETS WITH DELIVERY

SUBMITTED BY:

FIRM: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

BY: _____

PRINTED: _____

TITLE: _____

PHONE: _____ FAX: _____

BIDDER'S PROPOSAL

DATE: 4/29/2015

City of Escanaba
Escanaba, MI 49829

We, the undersigned, agree to furnish the following:

**APPROXIMATELY 16,000 POUNDS, BAGGED & PALLETIZED,
APPROXIMATELY 4000 POUNDS PER LOAD (TWO PALLETS), OR 16,000
POUNDS BULK SINGLE LOAD AS REQUESTED OF POWDERED
ACTIVATED CARBON FOR USE IN DRINKING WATER
TREATMENT**

F.O.B. Water Plant, Escanaba, MI

SPECIFICATIONS:

MESH SIZE: _____
HARDNESS: _____
MOISTURE: _____
IODINE #: _____

DELIVERY: As requested during Fiscal Year 07/01/15 to 06/30/2016

PRICE PER POUND FOB ESCANABA-BULK: \$ _____

PRICE PER POUND FOB ESCANABA-BAG: \$ 1.27 lb (44 lb bag)

P/N 354691

CERTIFIED CHECK, CASHIER'S CHECK, OR

BIDDER'S BOND ENCLOSED IN AMOUNT OF: \$ 10% of Total Price

(MUST BE INCLUDED TO QUALIFY)

NOTE: INCLUDE MATERIAL SAFETY DATA SHEETS WITH DELIVERY

SUBMITTED BY:

FIRM: Hawkins Inc.

ADDRESS: 2381 Rosegate

CITY/STATE/ZIP: Roseville, MN 55113

BY: [Signature]

PRINTED: Thomas Keller

TITLE: V.P. Water Treatment Group

PHONE: 612-331-6910 FAX: 612-331-5304

BIDDER'S PROPOSAL

DATE: April 29, 2015

City of Escanaba
Escanaba, MI 49829

We, the undersigned, agree to furnish the following:

**APPROXIMATELY 16,000 POUNDS, BAGGED & PALLETIZED,
APPROXIMATELY 4000 POUNDS PER LOAD (TWO PALLETES), OR 16,000
POUNDS BULK SINGLE LOAD AS REQUESTED OF POWDERED
ACTIVATED CARBON FOR USE IN DRINKING WATER
TREATMENT**

F.O.B. Water Plant, Escanaba, MI

SPECIFICATIONS:

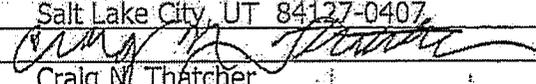
MESH SIZE: See specification sheet (attached)
HARDNESS: See specification sheet (attached)
MOISTURE: See specification sheet (attached)
IODINE #: See specification sheet (attached)

DELIVERY: As requested during Fiscal Year 07/01/15 to 06/30/2016

PRICE PER POUND FOB ESCANABA-BULK: \$ No Bid
PRICE PER POUND FOB ESCANABA-BAG: \$ 0.839 Minimum Order: 2,100 lbs.
(2 pallets: 35 x 30# bags)
Lead Time: 7 to 10 days ARO
CERTIFIED CHECK, CASHIER'S CHECK, OR
BIDDER'S BOND ENCLOSED IN AMOUNT OF: \$ 1,342.40
(MUST BE INCLUDED TO QUALIFY)

NOTE: INCLUDE MATERIAL SAFETY DATA SHEETS WITH DELIVERY
Appendices A and B form part of our proposal.

SUBMITTED BY:

FIRM: Thatcher Company of Montana, Inc.
ADDRESS: P. O. Box 27407
CITY/STATE/ZIP: Salt Lake City, UT 84127-0407
BY: 
PRINTED: Craig M. Thatcher
TITLE: President
PHONE: (877) 857-0392 office FAX: (406) 721-3489
(406) 360-0694 mobile/Jim Perkins

BIDDER'S PROPOSAL

DATE: May 4, 2015

City of Escanaba
Escanaba, MI 49829

We, the undersigned, agree to furnish the following:

**APPROXIMATELY 16,000 POUNDS, BAGGED & PALLETIZED,
APPROXIMATELY 4000 POUNDS PER LOAD (TWO PALLETS), OR 16,000
POUNDS BULK SINGLE LOAD AS REQUESTED OF POWDERED
ACTIVATED CARBON FOR USE IN DRINKING WATER
TREATMENT**

F.O.B. Water Plant, Escanaba, MI

SPECIFICATIONS:

SEE ATTACHED

MESH SIZE: _____
HARDNESS: _____
MOISTURE: _____
IODINE #: _____

DELIVERY: As requested during Fiscal Year 07/01/15 to 06/30/2016

PRICE PER POUND FOB ESCANABA-BULK: \$ 0.714 / LB
PRICE PER POUND FOB ESCANABA-BAG: \$ 0.747 / LB
CERTIFIED CHECK, CASHIER'S CHECK, OR
BIDDER'S BOND ENCLOSED IN AMOUNT OF: \$ 1195.20
(MUST BE INCLUDED TO QUALIFY)

NOTE: INCLUDE MATERIAL SAFETY DATA SHEETS WITH DELIVERY

SUBMITTED BY:

FIRM: Omni Materials, Inc.
ADDRESS: 13 West 2nd St.
CITY/STATE/ZIP: MAYSVILLE, Ky 41056
BY: Ward S. Blakefield
PRINTED: Ward S. Blakefield
TITLE: V.P.
PHONE: 606-564-5008 FAX: 606-564-5012

BIDDER'S PROPOSAL

DATE: May 1, 2015

City of Escanaba
Escanaba, MI 49829

We, the undersigned, agree to furnish the following:

**APPROXIMATELY 16,000 POUNDS, BAGGED & PALLETIZED,
APPROXIMATELY 4000 POUNDS PER LOAD (TWO PALLETS), OR 16,000
POUNDS BULK SINGLE LOAD AS REQUESTED OF POWDERED
ACTIVATED CARBON FOR USE IN DRINKING WATER
TREATMENT**

F.O.B. Water Plant, Escanaba, MI

SPECIFICATIONS: See attached spec sheet for Calgon Carbon's Type WPC

MESH SIZE: _____
HARDNESS: _____
MOISTURE: _____
IODINE #: _____

DELIVERY: As requested during Fiscal Year 07/01/15 to 06/30/2016

PRICE PER POUND FOB ESCANABA-BULK: \$ \$0.82/lb (16,000-lb bulk pneumatic)

PRICE PER POUND FOB ESCANABA-BAG: \$ \$0.87/lb (4,000-lb deliveries)

CERTIFIED CHECK, CASHIER'S CHECK, OR

BIDDER'S BOND ENCLOSED IN AMOUNT OF: \$ 5% of total bid amount

(MUST BE INCLUDED TO QUALIFY)

NOTE: INCLUDE MATERIAL SAFETY DATA SHEETS WITH DELIVERY

SUBMITTED BY:

FIRM: Calgon Carbon Corporation

ADDRESS: 3000 GSK Drive

CITY/STATE/ZIP: Moon Township, PA 15108

BY: *Robert A. McLaughlin*

PRINTED: Robert A. McLaughlin

TITLE: Vice President Municipal B.U.

PHONE: 412-787-6810 FAX: 412-787-6682

10

BIDDER'S PROPOSAL

DATE: May 4th, 2015

City of Escanaba
Escanaba, MI 49829

We, the undersigned, agree to furnish the following:

APPROXIMATELY 16,000 POUNDS, BAGGED & PALLETIZED,
APPROXIMATELY 4000 POUNDS PER LOAD (TWO PALLETS), OR 16,000
POUNDS BULK SINGLE LOAD AS REQUESTED OF POWDERED
ACTIVATED CARBON FOR USE IN DRINKING WATER
TREATMENT

F.O.B. Water Plant, Escanaba, MI

SPECIFICATIONS:

MESH SIZE: See datasheet attached
HARDNESS: _____
MOISTURE: 8% max
IODINE #: 500 min

DELIVERY: As requested during Fiscal Year 07/01/15 to 06/30/2016

PRICE PER POUND FOB ESCANABA-BULK: \$ 0.716 / lb del
PRICE PER POUND FOB ESCANABA-BAG: \$ No Bid
CERTIFIED CHECK, CASHIER'S CHECK, OR
BIDDER'S BOND ENCLOSED IN AMOUNT OF: \$ 10%

(MUST BE INCLUDED TO QUALIFY)

NOTE: INCLUDE MATERIAL SAFETY DATA SHEETS WITH DELIVERY

SUBMITTED BY:

FIRM: Cabot Nonit Americas Inc.
ADDRESS: 3200 University Ave
CITY/STATE/ZIP: Marshall TX 75670
BY: [Signature]
PRINTED: Sally Adkisson
TITLE: Inside Sales Supervisor
PHONE: 903-923-1046 FAX: 903-923-1035