CITY COUNCIL
MEETING AGENDA
1st and 3rd Thursday of the Month

Mark D. Tall, Council Member
Ronald J. Beauchamp, Council Member
Patricia A. Baribeau, Council Member
Ralph B. Blasier, Council Member
Michael R. Sattem, Council Member

James V. O'Toole, City Manager
Robert S. Richards, CMC City Clerk
Ralph B. K. Peterson, City

City Council Chambers located at: City Hall – 410 Ludington Street – Room C101 – Escanaba MI 49829

The Council has adopted a policy to use a Consent Agenda, when appropriate. All items with an asterisk (*) are considered routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member or citizen so requests, in which event, the item will be removed from the General Order of Business and considered in its normal sequence on the Agenda.

Regular Meeting
Thursday, December 17, 2015, at 7:00 p.m.

CALL TO ORDER
ROLL CALL
INVOCATION/PLEDGE OF ALLEGIANCE - Pastor Erik Heskin of Bethany Lutheran Church
APPROVAL/CORRECTION(S) TO MINUTES - Regular Meeting - December 3, 2015
CONFLICT OF INTEREST DECLARATION
BRIEF PUBLIC COMMENT
PUBLIC HEARINGS - None
NEW BUSINESS

1. **Approval – Purchase & Sale Agreement - Sale of the Escanaba Power Plant and Property.**
Explanation: Administration is seeking Council approval of a Purchase and Sale Agreement between the City of Escanaba and Dun Yet Enterprises, LLC (a.k.a. Mr. Jon Liss), of Escanaba, Michigan in the amount of $500,000.

2. **Approval – Service Agreement – Delta County Economic Development Alliance.**
Explanation: The Delta County Economic Development Alliance is seeking Council approval of their annual appropriation in the amount of $20,000. With the funding, the EDA will continue to promote economic development in the City of Escanaba and Delta County. Administration is recommending Council approval of the budgeted request.

3. **Scheduling of Public Hearings - Citizen Participation - 2016/17 Fiscal Year Budget Preparation.**
Explanation: Each year, the City Council holds public hearings to facilitate input from citizens for the upcoming fiscal year budget. Administration is seeking Council approval to schedule the first of five (5) scheduled public hearings for January 21, 2016. Additionally, Administration is seeking City Council approval to schedule additional public hearings for public input for February 18, 2016, and March 17, 2016.

4. **Approval – Use of Public Space – 3rd Annual Downtown New Year's Eve Pasty Drop.**
Explanation: The Escanaba Downtown Development Authority is seeking Council approval to close off South 11th Street from Ludington Street to 1st. Avenue South on December 31, 2015, from 10:00 p.m. to 12:30 a.m. for the 3rd Annual Downtown New Year's Eve Pasty Drop at midnight.

5. **Approval – County Planning Commission Appointment – City Representative.**
Explanation: The Delta County Planning Commission is requesting the City Council appoint a sitting Escanaba Planning Commissioner to be the City of Escanaba representative to the Delta County Planning Commission. On December 10, 2015 the Escanaba Planning Commission met and recommended that Christine Williams be appointed as the primary member and Patrick Conner be appointed as the alternate member as the Escanaba Planning Commission representative on the Delta County Planning Commission through December 31, 2016. Administration is recommending approval.

6. **Approval - Energy Optimization Administrative Services Agreement.**
Explanation: Administration is seeking Council approval of a four (4) year Energy Optimization Administrative Services Agreement with the Michigan Electric Cooperative Association (MECA) for them to act as the Energy Optimization Administrator for the City of Escanaba.

7. **Approval – Professional Services – MEDC Façade Improvement Program Grant Administration.**
Explanation: Administration is seeking Council approval to retain the Central Upper Peninsula Planning and Development Agency (CUPPAD) as the MEDC Façade Improvement Program Grant Administrator as part of the Michigan Economic Development Corporation funded Façade Improvement Program.

8. **Approval – Obsolete Property Rehabilitation (OPRA) District No. 6 Transfer -1223 Ludington Street.**
Explanation: Administration is seeking Council approval to transfer OPRA Exemption Certificate No. 3-05-0037 from Degrand Enterprises, LLC to Spaulding Enterprises, LLC as a result of the sale of the property.

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, December 3, 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, Ralph B. Blasier, and Michael R. Sattem.

Absent: Council Member Ronald J. Beauchamp.

Blasier moved, Sattem seconded, **CARRIED UNANIMOUSLY**, to excuse Council Member Beauchamp.

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

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

Blasier moved, Sattem seconded, **CARRIED UNANIMOUSLY**, to approve Regular Meeting Minutes from November 19, 2015, as submitted.

ADJUSTMENTS TO THE AGENDA

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

CONFLICT OF INTEREST DECLARATION – None

BRIEF PUBLIC COMMENT – None

PUBLIC HEARINGS

Second Reading – Ordinance No. 1165 – An Ordinance to amend Chapter 10, Elections

Administration recommended the City Council amend Section 10-17. Location, of the City Code of Ordinances, regarding the location of Precinct 3, which was located at the Holy Name Grade School, 409 South 22nd Street. Holy Name Grade School has converted to a lockdown school location. In order to respect their desire to continue a lockdown facility on an election day, Administration recommended Precinct 3 be moved to the Catherine Bonifas Civic Center, 225 North 21st Street, Escanaba.

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

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

PH-1 "By Council Member Baribeau, seconded by Council Member Blasier;

Resolved, That Ordinance No. 1165, an Ordinance to Amend Chapter 10, Elections, of the City Code of Ordinances in the City of Escanaba, given its public hearing at this meeting, be and is hereby adopted and that it be published in accordance with the requirements of the City Charter."

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

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

RESOLUTION DECLARED ADOPTED.

Herewith Ordinance No. 1165 adopted by title:

" AN ORDINANCE TO AMEND CHAPTER 10, ELECTIONS, OF THE CITY CODE OF ORDINANCES IN THE CITY OF ESCANABA."

Full text in Ordinance Record "K".

NEW BUSINESS

Approval – Combustion Turbine Generator Insurance

Administration sought Council approval to purchase insurance from Marsh, Inc. of Milwaukee, Wisconsin. There was a delay in requesting quotes for this policy. The City did not want to renew the policy if the Power Plant sale was going to be complete and there was no intention to run the Combustion Turbine. As a result, the quotes for the policy were not received until Tuesday December 1, 2015. Should the sale of the power plant be finalized and the combustion turbine was determined to not be needed for future use, the City will be able to cancel this policy and receive a partial refund of the premium.

City Administration reviewed a proposed 6 month extension received from Marsh USA, Inc. as follows:

- Marsh USA, Inc. has advised that they will extend the Excess policy for six months to expire on June 5, 2016;
- General Liability extension to expire on 6/5/2016: $15,781.50 premium;
- Excess Liability extension to expire on 6/5/2016: $29,879 premium.

Based on Marsh USA, Inc. recommendation, Administration suggested the City revisit the extension policy in about 60 days to determine the status of the sale and any repair work and confirm if the City needs to maintain coverage in force after 6/5/2016.

The City approached other markets in the event that the City needed to move coverage now, and the only questions so far that came back were as follows:

1. Confirm the location was completely fenced up, no trespassing signs were placed throughout and no one was allowed on the premises.
2. What repairs were and were not done following the February event at the Power Plant.

After further discussion, the following motion was made:

NB-1 Sattem moved, Blasier seconded, to approve an extension of the Combustion Turbine Generator Insurance for six months from Marsh USA, Inc., General Liability extension to expire on 6/5/2016: $15,781.50 premium, and Excess Liability extension to expire on 6/5/2016: $29,879 premium.

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

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

MOTION CARRIED.

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

BOARD, COMMISSION, AND COMMITTEE REPORTS

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

GENERAL PUBLIC COMMENT – None

ANNOUNCEMENTS

- Council Members encouraged members of the public to attend the annual Escanaba Christmas Parade scheduled for Friday December 4th;
- Animal Shelter Open House was scheduled for Saturday, December 5, 2015, from Noon to 3:00 p.m.

Hearing no further public comment, the Council adjourned at 7:10 p.m.

Respectfully submitted

Robert S. Richards, CMC
City Clerk

Approved: _____
Marc D. Tall, Mayor

Rough Draft 12/16/15

2015378

PURCHASE AND SALE AGREEMENT

BETWEEN	AND
CITY OF ESCANABA, a Michigan municipal corporation, 410 Ludington Street Escanaba, Michigan 49829	DUN YET ENTERPRISES, LLC, a Michigan limited liability company, 1701 North 26th Street Escanaba, Michigan 49829
party of the first part,	party of the second part,
hereinafter designated the "Seller".	hereinafter designated the "Purchaser".

This Purchase and Sale Agreement ("Agreement") is effectively entered into this _____ day of December, 2015. This definitive written Agreement between the Parties shall supersede any and all previous discussions, oral agreements, understandings, and writings between the Parties.

FOR AND IN CONSIDERATION of their mutual promises, representations, and covenants, as contained herein, the Seller and Purchaser covenant and agree as follows:

§1. PRELIMINARY RECITALS:

Seller currently owns certain real property located within the City of Escanaba which was previously used by the Seller in connection with the operation of an electrical generating facility known as the "Escanaba Power Plant."

The Seller desires to sell, and the Purchaser desires to purchase, that certain real property described herein, and the related machinery, equipment, and fixtures currently located in the electrical generating facility known as the "Power Plant Building."

The Seller and Purchaser (hereinafter collectively referred to as the "Parties") have negotiated the terms and provisions of a purchase and sale transaction, subject to the various conditions precedent set forth herein. Upon fulfillment of the conditions precedent, the Purchaser shall purchase, and the Seller shall sell, those certain parcels of real property described herein, and the personal property assets and fixtures which have been agreed upon and are currently located in the Power Plant Building.

This purchase and sale transaction shall be consummated in accordance with the terms and conditions set forth in this Agreement.

THEREFORE, pursuant to the terms and conditions contained herein, the Parties integrate all of their prior negotiations and understandings (whether written or verbal) into this definitive written Agreement in accordance with, and in the manner set forth below.

§2. STATEMENT OF CONDITIONS PRECEDENT:

The Parties covenant and agree that the following conditions precedent must be fulfilled before the Parties shall be obligated to carry out all of their promises and undertakings at closing and thereafter. In the event that one or more condition(s) precedent shall not be fulfilled, or shall fail to occur, then this entire transaction shall become null and void; all purchase money shall be returned to the Purchaser; and all documents executed by the Seller shall be returned to the Seller. The conditions precedent are as follows:

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(1) Proof of marketable unencumbered title to all assets to be conveyed by the Seller to the Purchaser as evidenced by one or more title commitments and a Uniform Commercial Code lien search with respect to the Seller and the assets to be conveyed hereunder. Marketable title shall be in the name of Seller with no liens, encumbrances, or other security interests, excepting only those which can be removed or discharged prior to or at closing. However, title, as conveyed by Seller, will be subject to easements of record, the easement between the Seller and Purchaser attached hereto as Exhibit "F," and standard exceptions, conditions, and reservations of record as set forth at Schedule B, Section II of the title commitment. The contingency of providing proof of marketable record title encompasses all assets (real and personal) purchased and sold hereunder. Seller shall provide Purchaser with a title commitment and an owner's policy of title insurance in a form and content satisfactory to the Purchaser in an amount equal to the full purchase price of the real estate conveyed pursuant to this Agreement. The title commitment and owner's policy of title insurance shall be at Seller's expense.

(2) The assets (real property and personal property) purchased and sold pursuant to this Agreement shall be conveyed by the Seller to the Purchaser by one or more warranty deeds and one or more warranty bills of sale.

(3) The representations and warranties of the Seller contained in this Agreement, and all related or corollary documents, shall be true and correct as of the Closing Date as though such representations and warranties were made on that date.

(4) Prior to the Closing Date, Seller shall not have incurred, or be threatened with, any liability or casualty that would materially impair the value of the assets purchased and sold hereunder, or the ability of the Seller to convey good and marketable title for said assets to the Purchaser.

(5) No action, suit, proceeding, or investigation shall have been initiated by or before any court or governmental agency or entity to restrain or prevent the carrying out of the transaction contemplated by this Agreement; nor shall any such action, suit, or proceeding be instituted that could in any way affect Purchaser's right to own and operate its business from the premises or upon the location of the property which is the subject of this transaction.

(6) Seller shall obtain, or shall have obtained, all necessary consents in writing (as may be applicable) which are required or necessary to consummate this transaction. Such consents shall include, but may not be limited to, any required approvals for the transfer of the property and assets previously utilized in connection with the Seller's electrical generating facility.

(7) Seller shall provide Purchaser with a copy of the necessary written request to the requisite regulatory agency requesting and/or confirming that the electrical generating facility known as the "Escanaba Power Plant" be taken offline as a result of the sale of the real property and assets to a third party for use that does not include the primary or backup generation of electrical power for the City of Escanaba or for sale into the grid. This written request (letter) shall be submitted by the Seller at the time of Closing of this transaction.

(8) Purchaser may, at Purchaser's expense, conduct a building inspection that would include the inspection of any and all equipment, machinery, and fixtures located therein.

(9) Purchaser may, at Purchaser's option and expense, conduct environmental audits of the subject parcels, which may include a Phase I, Phase II, and a Baseline Environmental Audit (BEA). It is the intent of the Purchaser to conduct the necessary environmental audits to protect Purchaser's interests. Any environmental audit obtained by the Purchaser shall be satisfactory to the Purchaser and Purchaser's environmental consultant.

(10) Seller shall provide Purchaser with any survey(s) performed on behalf of the Seller which encompasses the parcels that are the subject of this transaction. Any such survey(s) must be satisfactory to Purchaser and Purchaser's counsel.

(11) The zoning classification of the subject property is heavy manufacturing.

§2.1 Good Faith Provision: The Parties to this Agreement covenant that they shall make all reasonable, proper, and lawful efforts to procure the performance and fulfillment of the conditions precedent set forth above. The Parties mutually acknowledge and agree that they shall execute and deliver all instruments, documents, exhibits, and/or other papers which may be required or requested to cause the fulfillment of the conditions precedent.

§3. PURCHASE AND SALE PROVISION:

Seller is the owner of certain real property which the Seller desires to sell and the Purchaser desires to purchase. Said property is located in the City of Escanaba, County of Delta, and State of Michigan, as described more particularly on Exhibit "A" (Survey and Survey Property Description), attached hereto and made a part hereof by reference.

In addition to the real property described on the Plat of Survey and related property description attached as Exhibit "A" (that being the property to be conveyed by Seller to Purchaser at closing), the Parties acknowledge that Seller is the owner of an additional parcel of real property that is contiguous to the South portion of the parcel being sold to Purchaser hereunder. Said parcel encompasses the Substation, Peaking Generator, and the above ground Fuel Tank. In the event the Seller abandons the Substation, Peaking Generator, and Fuel Tank, Seller shall sell to the Purchaser the abandoned real property, and the abandoned related assets and fixtures situated thereon, for the sum of ONE ($1.00) DOLLAR.

Seller grants to Purchaser the right to make two (2) divisions under Section 108 of the Land Division Act (Act No. 288 of Public Acts of 1967), as amended; however, Seller does not represent or warrant that any future divisions are available under the Act or under applicable zoning regulations.

This property may be located within the vicinity of farm land or of a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

§4. PURCHASE PRICE AND TERMS:

The purchase price for all assets (both real and personal) sold by Seller to Purchaser hereunder shall be the sum of FIVE HUNDRED THOUSAND AND NO/100THS ($500,000.00) DOLLARS. The purchase price is inclusive of all assets transferred and conveyed by the Seller to the Purchaser, which encompasses the real and personal property described herein.

§4.1 Good Faith Earnest Money Deposit: The Purchaser shall, as of the date this Agreement is executed by both Parties, make a good faith earnest money down payment to the Seller in the amount of ONE THOUSAND AND NO/100THS ($1,000.00) DOLLARS. The Parties agree that said sum shall bind both Parties to the terms of this Agreement. The Parties further agree that the return of the good faith earnest money deposit, or the forfeiture of the deposit, shall be subject to the fulfillment of the conditions precedent and otherwise controlled by the terms set forth herein. Furthermore, the Parties acknowledge and agree that the entire good faith earnest money deposit shall be credited to the Purchaser at closing.

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§4.2 Balance of Purchase Price: Upon the fulfillment and satisfaction of the conditions precedent set forth herein, and at the time of closing, Purchaser shall pay to Seller the entire remaining balance of $499,000.00 (the amount that would be due and owing at closing after the full amount of the earnest money deposit has been credited to Purchaser) in cash, by wire transfer, or by certified bank funds.

§4.3 Allocation of Purchase Price: For Purchaser's accounting and tax purposes, the Purchaser has allocated the purchase price as stated above among the various assets as follows:

(1)	Buildings	$ 135,000.00
(2)	Land	$ 122,000.00
(3)	Personal Property Assets (including equipment, machinery, fixtures, miscellaneous tools and furnishings currently located in the Power Plant Building)	$ 243,000.00
	Total	$ 500,000.00

§5. DESCRIPTION OF ASSETS PURCHASED AND SOLD:

At the time of closing of this transaction, title to the following assets shall be transferred to the Purchaser from the Seller:

§5.1 Real Property: Seller agrees to sell to Purchaser and Purchaser agrees to buy the real property described in §3. above, as well as the buildings and fixtures located thereon.

§5.2 Personal Property Assets: All equipment, machinery, fixtures, and miscellaneous tools and furnishings, as well as any and all other personal property assets currently located in the Power Plant Building owned by Seller, and which are included in this transaction, shall be transferred to the Purchaser. The terms utilized herein to describe the personal property assets shall be defined as they are in the Michigan Uniform Commercial Code.

§6. DESCRIPTION OF ASSETS NOT INCLUDED IN SALE:

So that there will be no misunderstanding between the Parties, the Parties mutually agree that any personal property assets located on the premises that are not included in this transaction shall be specifically identified in writing by the Seller. A description of the assets not included in this sale shall be attached hereto and incorporated herein by reference as Exhibit "B."

§7. DEBTS AND OBLIGATIONS OF THE BUSINESS:

Any and all business debts, indebtedness, obligations, and any and all other liabilities incurred by or attributable to the Seller, up to and including the Closing Date as hereinafter defined, shall be the sole and separate responsibility and obligation of the Seller. Seller agrees to discharge any and all such business debts, indebtedness, obligations, and liabilities, and further agrees to, and hereby does, indemnify and hold harmless Purchaser with regard to same. The Parties acknowledge that if the Seller is unable to convey clear title to all assets which are the subject of this transaction to the Purchaser, the Purchaser may, at its sole option, terminate this

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Agreement and receive a complete refund of any good faith earnest money deposit that has been made.

§8. TRANSFER INSTRUMENTS AND PROCEDURES:

At the time of closing, any corollary documents or exhibits required to be executed in connection with this transaction, and title to the various assets purchased and sold hereunder, shall be transferred by instruments and documents as follows:

§8.1 Warranty Deed(s): Title to the real property, buildings, structures, and fixtures attached thereto shall be transferred from the Seller to the Purchaser by delivering one or more properly executed Warranty Deeds containing the usual and customary warranties of title with respect to the subject real property. The Warranty Deed(s) to be employed for such purposes shall be in essentially the same form as that which is attached hereto and made a part hereof by reference as Exhibit "C."

§8.2 Warranty Bill of Sale: All personal property assets purchased and sold hereunder, including trade and non-trade fixtures, furnishings, equipment, machinery, tools, and supplies, shall be transferred by delivery of one or more Warranty Bill(s) of Sale to the Purchaser at closing. The Warranty Bill(s) of Sale to be employed for such purposes shall be in essentially the same form as that which is attached hereto and made a part hereof by reference as Exhibit "D."

§9. PROVISIONS RELATING TO TITLE TO REAL AND PERSONAL PROPERTY:

Title to the real and personal property to be conveyed by the Seller to the Purchaser shall be good and marketable title, clear of all liens, encumbrances, defects, and burdens, excepting only taxes and assessments which are not delinquent. Any defects or encumbrances with respect to the real and personal property assets shall be corrected by the Seller. If title cannot be corrected or insured within thirty (30) days from the date Purchaser notifies Seller of any such defect, then Purchaser shall have the election of terminating this contract and receiving a refund of any good faith earnest money deposit.

§10. PROVISIONS RELATING TO ASSETS:

The provisions set forth in this section and its subsections shall relate to the various items of real and personal property to be purchased and sold hereunder.

§10.1 Transfer of Possession: Possession to all real and personal property assets purchased and sold hereunder shall be yielded by the Seller to the Purchaser on the Closing Date, as that term is defined herein. Seller agrees to maintain any and all such assets in their present condition pending the closing of this transaction, normal and reasonable wear excepted.

§10.2 Risk of Loss: Risk of loss shall attach to the Party who has the right to possession of the assets and property purchased and sold hereunder. In the event of loss by fire or other casualty prior to the time that possession has been made available to the Purchaser under the terms hereof, the Seller shall be obligated to the extent of available insurance to restore the premises and replace any and all such assets, and in connection therewith shall receive the proceeds of insurance.

After possession has been transferred or made available to the Purchaser, loss by fire or other casualty shall be borne by the Purchaser, who shall be entitled to receive the proceeds of insurance.

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Seller agrees to keep in force any insurance now covering the premises and the related assets until such time as possession is made available to the Purchaser, at which time the Seller shall be entitled to cancel such insurance and receive a refund of any unearned premiums.

If possession is transferred to Purchaser prior to the payment of the full purchase price, it shall be the obligation of the Purchaser to cover the premises with fire and casualty insurance in an amount equal to or greater than the purchase price, with loss payable clause to the Parties as their interests shall appear. Purchaser shall name Seller as an additional insured and loss payee on any such policy. Furthermore, it shall be the obligation of the Purchaser to cover the premises with liability insurance. For purposes of this Agreement, public liability insurance limits of coverage shall be a minimum of $500,000 for death or damages resulting to one person, $500,000 for damages resulting from one casualty, and $500,000 property damage resulting from any one occurrence. Seller shall be named as an additional insured on any public liability policy.

§10.3 Special Assessments: The Parties acknowledge and recognize that Seller is a governmental entity, and as such, may not be subject to any special assessments. However, if Seller is subject to any special assessments, Seller shall pay all due and past due special assessments through the date of closing. The cost of any future special assessments assessed against the subject property shall be paid by the Purchaser.

§10.4 Taxes: In light of the fact Seller is exempt from the payment of real and personal property tax assessments, the standard proration of such taxes through the date of closing is inapplicable in this transaction. Purchaser shall be responsible for the payment of taxes from and after the Closing Date based upon the future assessment of the subject real and personal property assets in accordance with the purchase price paid for such assets hereunder.

§10.5 Proration of Continuing Expenses: As of the Closing Date, all expenses, such as utilities and any other expenses, including natural gas, electricity, telephone, cable, and similar business expenses, shall be prorated on a calendar year and monthly basis where possible. The Parties agree to cooperate in the transfer of any such utilities from the Seller to the Purchaser.

§11. SELLER'S REPRESENTATIONS AND WARRANTIES:

Seller hereby makes the following representations and warranties to the Purchaser, all of which shall survive closing:

(1) Seller is a municipal corporation duly organized and validly existing under the laws of the State of Michigan. Seller has full power and authority to enter into and execute this Agreement, including any and all exhibits, schedules, and any and all other corollary documents or agreements contemplated hereunder, including, but not limited to, deeds and bills of sale that are necessary to transfer and convey the assets which are the subject of this transaction.

(2) Seller will take all necessary action as a municipal entity to duly approve this transaction, the execution, delivery, and performance of this Agreement, and any and all related agreements and corollary documents. This shall include the adoption of any necessary resolution by the City Council and/or any other governing boards having control or authority over the assets purchased and sold hereunder.

(3) Seller is the owner of, and has good and marketable title to the real and personal property assets transferred hereunder, and all such assets shall be transferred free and clear of all debts, liens, security interests, mortgages, and encumbrances.

(4) There are no judgments, actions, or proceedings against Seller, or the real and personal property assets transferred hereunder. Seller is not a party to, nor threatened with, any

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suit, action, arbitration, administrative or other proceeding in any way relating to the assets being transferred hereunder.

(5) Seller has entered into no contract relating to the sale of the various assets to be transferred and conveyed hereunder, and no contract or agreement exists which would in any way hinder or prohibit the sale and transfer of the various assets which are the subject of this purchase and sale transaction.

(6) This Agreement is, and any related agreements when executed and delivered by the Seller will be, valid and binding obligations of the Seller, and each agreement shall be enforceable in accordance with the respective terms contained therein.

(7) Seller acknowledges and agrees that upon the transfer of the assets which are the subject of this transaction, Purchaser shall not retain any of Seller's employees that were or are employed in connection with the Escanaba Power Plant. Purchaser shall not assume any employee benefit plan or union contract, and Purchaser has no obligation to hire any past or present employee(s) of the Seller.

(8) To the best of Seller's knowledge, there are no violations of any kind pending or threatened against the Seller as it pertains to the real and personal property assets transferred hereunder under any statute, rule, or regulation, including any regulation relating to the Seller's ownership or operation of an electric generating facility.

(9) To the best of Seller's knowledge, the only requirement for decommissioning the Power Plant and related assets, which are the subject of this Agreement, is a written request (letter) from the City of Escanaba to the appropriate regulatory agency(ies) requesting that the Power Plant be taken offline.

(10) Seller acknowledges that some or all of the real property purchased and sold hereunder has been determined to be a "Facility," as that term is defined under Michigan's environmental statutes. In connection with that determination, some or all of the real property conveyed by the Seller to the Purchaser in accordance with this Agreement may be subject to ongoing testing and/or monitoring under the supervision of an environmental engineering and consulting firm retained by the Seller, and the State of Michigan, by and through the Michigan Department of Natural Resources and/or the Michigan Department of Environmental Quality.

§12. PURCHASER'S REPRESENTATIONS AND WARRANTIES:

Purchaser hereby makes the following representations and warranties to Seller, all of which representations and warranties shall survive closing:

(1) Purchaser is a Michigan limited liability company duly organized, validly existing, and in good standing under the laws of the State of Michigan. Purchaser has full power and authority to enter into and execute this Agreement, and all exhibits and schedules hereto, and any and all other agreements contemplated hereunder.

(2) Purchaser is not insolvent, is not under the jurisdiction of any United States Bankruptcy Court, no receiver has been appointed for the Purchaser, nor have any assets of the Purchaser been assigned for the benefit of creditors.

(3) This Agreement, and all related agreements and documents, when executed and delivered by the Purchaser, shall be legal, valid, and binding obligations of the Purchaser.

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(4) Purchaser acknowledges that all personal property assets (including machinery and equipment) transferred by the Seller to the Purchaser hereunder shall be sold "as is."

(5) Purchaser acknowledges that Seller has informed Purchaser of the fact that the subject property has been determined to be a "Facility," as that term is defined under Michigan's environmental statutes. Furthermore, Purchaser acknowledges that Seller has disclosed the site assessment prepared for and on behalf of the Seller by Geosyntec Consultants, Inc. Purchaser intends to retain the services of Geosyntec Consultants, Inc. (or other environmental consultants) to conduct and prepare the necessary environmental audits (Phase I, Phase II, and BEA) to protect its interests and qualify as an "innocent purchaser" under the provisions of Part 201 of the Michigan National Resources Environmental Protection Act and the Federal Comprehensive Environmental Response Compensation and Liability Act.

§13. BREACH OF ONE DOCUMENT IS BREACH OF ALL:

In the event a Party breaches this Agreement, or any other document(s) executed pursuant to this Agreement, whether the same was attached hereto as an exhibit or not, then said breach shall constitute a breach of any and all other documents executed and delivered by and between the Parties, including this Agreement, the originals of any document(s) attached hereto as an exhibit, or any other document(s) executed pursuant to the terms hereof.

§14. DEFAULT:

If Purchaser defaults on its obligations hereunder, Seller has the right to retain any good faith earnest money deposit and demand specific performance of this Agreement.

If Seller defaults on its obligations hereunder, Purchaser shall, at its option, be entitled to the return of any good faith earnest money deposit; or in the alternative, Purchaser may demand specific performance of this Agreement and pursue such other legal and equitable remedies allowed by law.

§15. TERMINATION:

This Agreement and this transaction may be terminated at any time prior to the Closing Date as follows:

(1) By mutual written consent of the Purchaser and Seller.

(2) In the event that any condition precedent set forth at §2. above are not fulfilled, and no waiver regarding the fulfillment of any such condition precedent is stipulated to in writing between the Parties.

(3) By either the Purchaser or the Seller if there has been a material breach on the part of the other Party in any representation, warranty, or covenant set forth in this Agreement that is not cured within ten (10) days after the breaching party has been notified by the non-breaching party of its intent to terminate the Agreement as a result of the breach.

§15.1 Effect of Termination: In the event of termination of this Agreement as expressly permitted under this section, this Agreement shall immediately become null and void and there shall be no liability on the part of either the Seller, Purchaser, or the respective officers, or members of the Parties, except as may otherwise be provided herein. If termination occurs pursuant to §15.(3), and such termination results from the material misrepresentation or material breach by a Party of any representation, warranty, or covenant of that Party as contained and set forth in this Agreement, then in that event, the breaching party shall be fully liable to the non-

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breaching party for any and all damages sustained or incurred by the non-breaching party as a result of the breach.

In the event of termination of this Agreement as provided for under §15.(1) or §15.(2), each Party shall return promptly to the other Party all documents, work papers, and other material which has been furnished, made available, or exchanged between the Parties. In addition, any good faith earnest money deposit shall also be returned to the Purchaser.

§16. INDEMNIFICATION:

Seller shall defend, indemnify, and hold harmless Purchaser and its officers, members, successors, and assigns, from and against any and all costs, losses, claims, liabilities, fines, expenses, penalties, and damages in connection with or resulting from:

(1) All debts, liabilities, and obligations of the Seller that in any way pertain to the assets purchased and sold hereunder, whether accrued, absolute, contingent, known, unknown, or otherwise.

(2) Any inaccuracy in any representation or breach of any warranty of Seller contained in this Agreement or any related exhibit to this Agreement or any corollary document executed in connection herewith.

(3) Any failure by the Seller to perform or observe in full, or to have performed or observed in full, any covenant or condition to be performed or observed by the Seller under this Agreement or any related document or exhibit.

§17. BROKER:

The Parties to this Agreement acknowledge that neither Party has engaged the services of any real estate agent or broker to act on its behalf in connection with this transaction, and there are no fees or commissions due to any agent or broker in such regard.

§18. ASSIGNMENT:

The Parties shall not assign any of their rights, privileges, or obligations hereunder without the prior written consent of the other Party.

§19. ACKNOWLEDGEMENT OF TAX/LEGAL REPRESENTATION:

The Parties acknowledge that they have negotiated the terms of this Agreement by and among themselves. Furthermore, each Party acknowledges that they have consulted with their own tax advisor on the tax and financial implications of this transaction, and the manner in which it is structured.

The law firm of Burkhart, Lewandowski & Miller, P.C. (the "Firm"), has been retained by the Purchaser to represent Purchaser's interest only in this transaction. Seller acknowledges that Seller has consulted with its own attorney in connection with this Agreement and the subject purchase and sale transaction.

§20. ALLOCATION OF CHARGES:

Purchaser acknowledges that Purchaser shall be responsible for the cost associated with the preparation of this Agreement and any costs incurred in connection with its retention of legal counsel in connection with this transaction. Furthermore, the Purchaser shall pay the cost

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associated with the expense of a mortgage policy of title insurance (if applicable), the costs of recording instruments of conveyance, and the costs associated with any environmental audit and building inspection.

Seller acknowledges that Seller shall be responsible for the expense of a title commitment and owner's policy of title insurance, transfer tax (if any), clearing and correcting title to the real and personal property assets, payment of any existing indebtedness associated with the property, and the cost associated with recording the discharge of any existing mortgage, financing statement, or other lien document.

The Parties acknowledge and agree that they shall split, on an equal 50/50 basis, any costs, expenses, or fees relating to any escrow or closing fee charged by the title company in connection with this transaction, provided the title company acts as an escrow agent or closing agent in this matter.

The Parties hereby acknowledge and agree that they shall each be responsible for their own attorneys' fees and costs, and their own fees and costs incurred for services performed by each Party's accountant or tax advisor in connection with this transaction.

§21. GRANT OF OPTION TO PURCHASE CERTAIN DESIGNATED PARCELS:

Seller, for and in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, grants to Purchaser, or Purchaser's assign, the absolute and exclusive Option to purchase, upon the following terms and conditions, certain parcels of real property located in the City of Escanaba, County of Delta, State of Michigan, identified on attached Exhibit "E." The parties acknowledge that specific legal descriptions with respect to said parcels will be obtained, and if necessary determined by survey, for each option parcel upon Purchaser's exercise of the Option granted herein.

The Option granted herein shall continue in effect for a period of five (5) years from and after the Closing Date of this purchase and sale transaction. Purchaser may exercise the Option at any time within the option period by providing the Seller with written notice as set forth below. The Option may be exercised as to all, or any one or more, of the parcels subject to this Option at any time during the 5-year option term. By way of example, Purchaser may exercise the Option to purchase each parcel separately, and on different dates at any time within the 5-year option period. In the alternative, Purchaser may exercise the Option to purchase all parcels simultaneously at any time during the 5-year option term.

If Purchaser (or Purchaser's assign) fails to exercise this Option prior to the expiration of the 5-year option term, then in that event, this Option shall terminate, unless the option term is extended by mutual agreement of the Parties.

In the event the Purchaser wishes to exercise this Option as to all or any one of the option parcels, Purchaser shall do so in writing. The written notice shall be delivered to the Seller by registered or certified mail, return receipt requested, or by personal delivery.

The purchase price for each parcel of real property subject to this Option shall be the market value of that parcel, as determined by appraisal. At the time Purchaser, or Purchaser's assign, exercises the Option as to all or any one of the option parcels, Purchaser and Seller shall each retain a licensed appraiser to determine the market value of the subject parcel(s). The final purchase price shall be established by averaging the values of both appraisals.

Following the exercise of the Option and providing notice thereof, the Seller shall, within fifteen (15) days, order a title insurance commitment on the subject parcel(s) and prepare the

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matter for closing. The owner's policy of title insurance shall be issued by a title company authorized to do business in the State of Michigan, and shall be in the amount of the purchase price.

Both Parties shall retain appraisers to establish the purchase price for the subject parcel(s), and shall take the requisite steps to close the transaction within thirty (30) days of establishing the purchase price for the Option parcel or parcels being purchased. At closing, the Seller shall deliver one or more Warranty Deeds conveying unencumbered marketable title to Purchaser. The Seller shall bear the expense of title correction (if necessary), a title commitment and title insurance, transfer tax (if applicable), and the preparation of the Warranty Deed(s). The costs of recording instruments of conveyance and the costs of any environmental audit relating to the parcel(s) being purchased shall be borne by the Purchaser. Each Party shall bear their own respective costs associated with obtaining the requisite appraisals to establish the purchase price for each Option parcel.

§22. MISCELLANEOUS PROVISIONS:

(1) This Agreement, and all exhibits, attachments, or corollary documents hereto, contain the entire agreement of the Parties, and there are no representations, warranties, conditions, contingencies, or other agreements made by any of the Parties which are not expressly contained and set forth herein.

(2) This Agreement, and any and all exhibits or corollary documents, shall be binding upon and inure to the benefit of the Parties, their respective legal and personal representatives, successors, and permitted assigns.

(3) All terms and provisions of this Agreement shall survive closing, and no term or provision shall be merged into any other instrument or document provided for herein.

(4) Should any provision of this Agreement be declared void or unenforceable for any reason, then that provision(s) shall be severed and all remaining provisions shall remain in full force and effect.

(5) This Agreement shall not be amended or in any way altered except by a writing executed by each Party to this Agreement.

(6) The headings used herein have been used for the convenience of the Parties and are not to be used in construing or interpreting this Agreement.

(7) Time shall be strictly of the essence in this transaction, except as otherwise agreed upon between the Parties.

(8) This is the entire agreement between the Parties. All previous discussions, agreements, or writings are merged into this document.

(9) This Agreement, and all terms and provisions contained herein, shall be governed by the laws of the State of Michigan. In addition, the Parties agree that the appropriate forum for any action to enforce or interpret this Agreement shall be in Delta County, Michigan.

(10) Any notices or other communications required or permitted hereunder shall be in writing and shall be considered delivered in all respects when it has been delivered by hand or mailed by certified mail, return receipt requested, first class postage prepaid, addressed as follows:

BURKHART, LEWANDOWSKI & MILLER, P.C. 816 LUDINGTON STREET, ESCANABA, MICHIGAN 49829-3890 (906) 786-4422

to Seller: City of Escanaba
Attn: Marc Tall, Mayor
410 Ludington Street
Escanaba, Michigan 49829

with copy to: Attorney Ralph B.K. Peterson
DEGRAND, REARDON & HALL, P.C.
517 Ludington Street
Escanaba, Michigan 49829

to Purchaser: Dun Yet Enterprises, LLC
Attn: Jon Liss
1701 North 26th Street
Escanaba, Michigan 49829

with copy to: Attorney John A. Lewandowski
BURKHART, LEWANDOWSKI & MILLER, P.C.
816 Ludington Street
Escanaba, Michigan 49829

(11) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(12) All representations, warranties, and covenants by and between the Parties pursuant to this Agreement shall survive the consummation of the transaction contemplated by this Agreement, without limitation as to time.

(13) No waiver of any breach of this Agreement or any default under this Agreement by either Party shall be deemed a waiver of any future breach or default of a similar nature.

(14) In the event of a default, dispute, or any breach of the representations, warranties, covenants, and conditions arising out of this Agreement, or any related documents, the prevailing party shall be entitled to an award of reasonable and necessary attorneys' fees and costs actually incurred, subject to the factfinder's right to reduce such claim for fees and costs in the event the inclusion of those fees and costs is disproportionately large compared to the materiality of the relief eventually afforded the prevailing party.

(15) The Parties to this Agreement acknowledge that it may not be practical for each Party to execute and deliver to the other Party original copies of this Agreement. Therefore, after each Party has executed this Agreement, should they decide to utilize facsimile transmission or e-mail of the executed Agreement to the other Party, both Parties acknowledge and agree that any such faxed version or e-mailed version shall be binding on the Party in each instance so executing, faxing, and/or e-mailing said Agreement.

(16) No consideration or presumption shall be given to the fact that any one Party had a greater or lesser hand in drafting this Agreement. The Parties acknowledge that they have participated jointly in the negotiation of this transaction and have agreed upon the language utilized in this Agreement. Accordingly, this Agreement shall not be construed strictly for or against any particular Party.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed effective the day and year first above written. However, the Parties acknowledge that the Agreement will not be effective until all Parties have executed this Agreement.

Seller:
CITY OF ESCANABA

By:_____
Marc Tall
Its Mayor

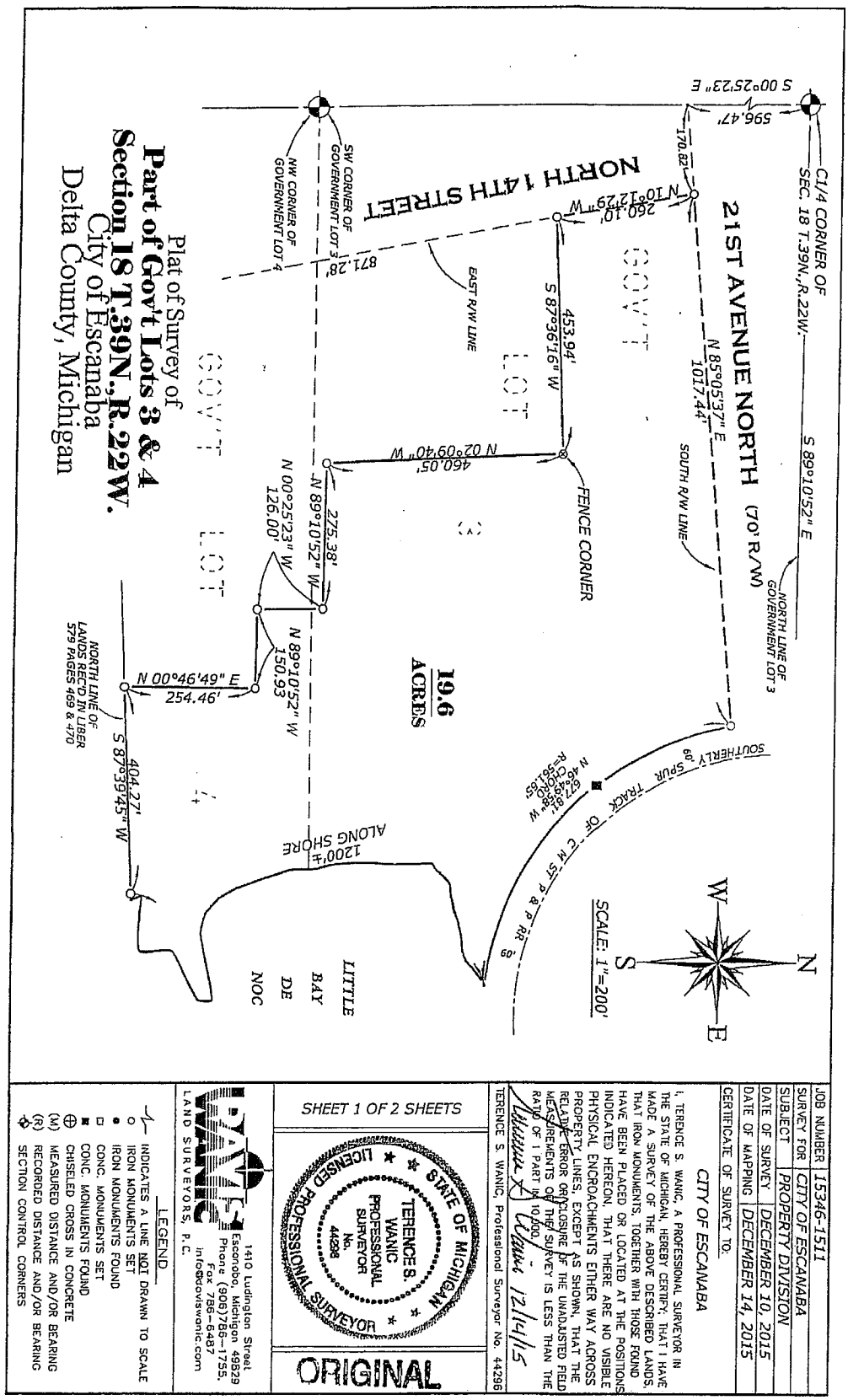
Purchaser:
DUN YET ENTERPRISES, LLC

By:_____
Jon Liss
Its Authorized Member

BURKHART, LEWANDOWSKI & MILLER, P.C. 816 LUDINGTON STREET, ESCANABA, MICHIGAN 49829-3890 (906) 786-4422

EXHIBIT "A"

Legal Description



Plat of Survey of

Part of Gov't Lots 3 & 4
Section 18 T.39N.,R.22W.

City of Escanaba
Delta County, Michigan

PROPERTY DESCRIPTION:

FROM THE C1/4 CORNER OF SECTION 18 T.39N.,R.22W. MEASURE S.00°25'23"E. ALONG THE WEST LINE OF GOVERNMENT LOT 3 OF SAID SECTION A DISTANCE OF 596.47 FEET TO THE INTERSECTION OF THE SAID WEST LINE WITH THE SOUTH RIGHT-OF-WAY LINE OF 21ST AVENUE NORTH, THENCE MEASURE N.85°05'37"E. ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 170.82 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT-OF-WAY LINE WITH THE EAST RIGHT-OF-WAY LINE OF NORTH 14TH STREET AND THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED, THENCE CONINUE N.85°05'37"E. ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 1017.44 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF A SPUR TRACK SAID POINT BEING ON A 561.65 FOOT RADIUS CURVE TO THE LEFT, THENCE SOUTHEASTERLY ALONG SAID CURVE A CHORD BEARING OF S.45°49'58"E. A CHORD DISTANCE OF 677.81 FEET TO THE SHORE OF LITTLE BAY DE NOC OF LAKE MICHIGAN, THENCE SOUTHERLY ALONG SAID SHORE A DISTANCE OF 1200 FEET MORE OR LESS TO THE NORTH LINE OF LANDS RECORDED IN LIBER 579 ON PAGES 469 & 470 OF DELTA COUNTY RECORDS, THENCE S.87°39'45"W. ALONG SAID NORTH LINE A DISTANCE OF 404.27 FEET, THENCE N.00°46'49"E. A DISTANCE OF 254.46 FEET, THENCE N.89°10'52"W. PARALLEL WITH THE NORTH LINE OF GOVERNMENT LOT 3 OF SAID SECTION A DISTANCE OF 150.93 FEET, THENCE N.00°25'23"W. PARALLEL WITH SAID WEST LINE A DISTANCE OF 126.00 FEET, THENCE N.89°10'52"W. PARALLEL WITH SAID NORTH LINE A DISTANCE OF 275.38 FEET, THENCE N.02°09'40"W. A DISTANCE OF 460.05 FEET, THENCE S.87°36'16"W. A DISTANCE OF 453.94 FEET TO SAID EAST RIGHT-OF-WAY LINE, THENCE N.10°12'29"W. ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 260.10 FEET TO THE POINT OF BEGINNING.
CONTAINING 19.6 ACRES MORE OR LESS.

JOB NUMBER	15346-1511
SURVEY FOR	CITY OF ESCANABA
SUBJECT	PROPERTY DIVISION
DATE OF SURVEY	NOVEMBER 11, 2015
DATE OF MAPPING	NOVEMBER 12, 2015

CERTIFICATE OF SURVEY TO:

CITY OF ESCANABA

I, TERENCE S. WANIC, A PROFESSIONAL SURVEYOR IN THE STATE OF MICHIGAN, HEREBY CERTIFY; THAT I HAVE MADE A SURVEY OF THE ABOVE DESCRIBED LANDS, THAT IRON MONUMENTS, TOGETHER WITH THOSE FOUND HAVE BEEN PLACED OR LOCATED AT THE POSITIONS INDICATED HEREON, THAT THERE ARE NO VISIBLE PHYSICAL ENCROACHMENTS EITHER WAY ACROSS PROPERTY LINES, EXCEPT AS SHOWN, THAT THE RELATIVE ERROR OR CLOSURE OF THE UNADJUSTED FIELD MEASUREMENTS OF THE SURVEY IS LESS THAN THE RATIO OF 1 PART IN 10,000.

12/14/15

TERENCE S. WANIC, Professional Surveyor No. 44296

SHEET 2 OF 2 SHEETS

STATE OF MICHIGAN
TERENCE S. WANIC
PROFESSIONAL SURVEYOR
No. 44296
LICENSED PROFESSIONAL SURVEYOR

ORIGINAL

DAVIS WANIC LAND SURVEYORS, P.C.
1410 Ludington Street
Escanaba, Michigan 49829
Phone (906)786-1755,
Fax 786-6487
info@daviswanic.com

LEGEND

- INDICATES A LINE NOT DRAWN TO SCALE
- ○ IRON MONUMENTS SET
- ● IRON MONUMENTS FOUND
- □ CONC. MONUMENTS SET
- ■ CONC. MONUMENTS FOUND
- ⊕ CHISELED CROSS IN CONCRETE
- (M) MEASURED DISTANCE AND/OR BEARING
- (R) RECORDED DISTANCE AND/OR BEARING
- SECTION CONTROL CORNERS

EXHIBIT "B"

List of Assets NOT Included in Purchase and Sale Transaction

HindlePower battery charger

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EXHIBIT "C"

Warranty Deed

BURKHART, LEWANDOWSKI & MILLER, P.C. 816 LUDINGTON STREET, ESCANABA, MICHIGAN 49829-3890 (906) 786-4422

EXHIBIT "D"

Bill Of Sale

BURKHART, LEWANDOWSKI & MILLER, P.C. 816 LUDINGTON STREET, ESCANABA, MICHIGAN 49829-3890 (906) 786-4422

EXHIBIT "E"

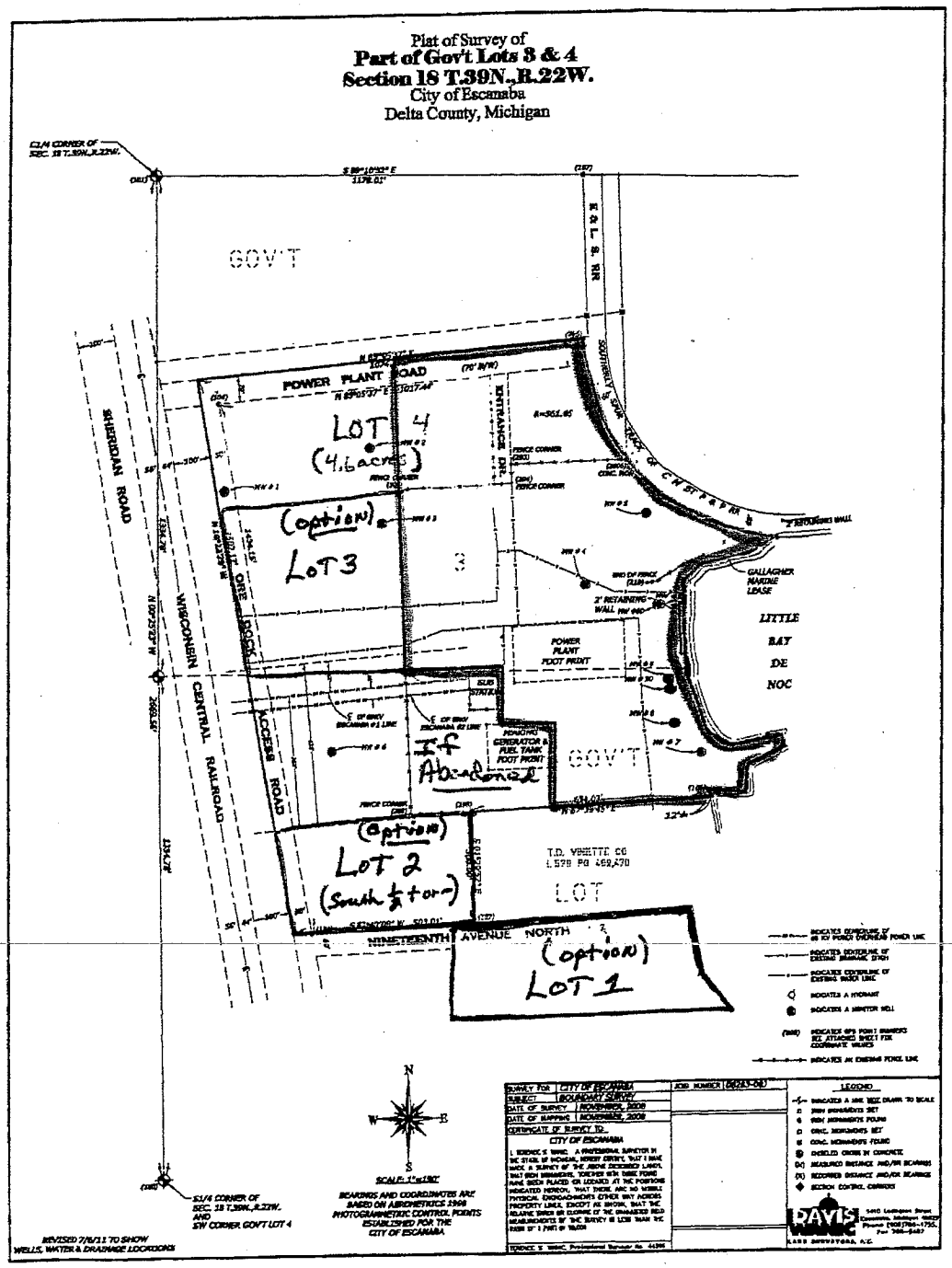
Identified Parcels Subject to Option

Land located in the City of Escanaba, County of Delta, and State of Michigan, described as follows:

(1) Lot 1 (+/- 4.9 acres), as depicted on the map set forth below.

(2) Parcel described as approximately the South ½ of Lot 2, as depicted on the map set forth below.

(3) Lot 3 (+/- 4.6 acres), as depicted on the map set forth below.



Approximate Property Boundary
Areas not previously investigated

BURKHART, LEWANDOWSKI & MILLER, P.C. 816 LUDINGTON STREET, ESCANABA, MICHIGAN 49829-3890 (906) 786-4422

EXHIBIT "F"

Easement

BURKHART, LEWANDOWSKI & MILLER, P.C. 816 LUDINGTON STREET, ESCANABA, MICHIGAN 49829-3890 (906) 786-4422

Delta County Economic Development Alliance

NB# 2
CC 12/17/15

December 9, 2015

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

Dear Jim,

On behalf of the Delta County Economic Development Alliance I would like to express our sincere appreciation for the ongoing support we have received from the City of Escanaba. In addition to your service on the EDA Board, Escanaba has assisted the EDA with contributions over the past many years and we appreciate your consideration of a $20,000 contribution for this year.

As the single source for business retention, expansion, and attraction, we provide professional and timely information on nearly any business related aspect of Delta County. Our goals are ambitious, but focused. In addition to connecting with a record number of area businesses and prospects, the EDA is executing on our Plan of Work, marketing the available properties in Delta County, and providing connections and resources that help take care of business.

At the same time, we are working on exciting projects that represent capital investment, have great job and infrastructure growth potential, and that will positively affect many areas of Delta County. As a result of our work together, people and businesses are viewing Escanaba and Delta County as the place to invest assets and resources. Our collaboration has never been stronger.

We are happy to provide the attached Plan of Work, Annual Service Summary and Year in Review to highlight the great work we've accomplished together. Your generous gift goes a long way toward supporting our mission "to provide leadership to strengthen, support, and attract businesses, developing a prosperous community." Thank you again for your continued support.

Sincerely,

Vicki Schwab

Vicki Schwab, Executive Director
Delta County Economic Development Alliance
230 Ludington Street
Escanaba, MI 49829
906-212-5408
www.deltaeda.org

2015 City of Escanaba Year in Review:

The EDA operates from a Plan of Work with the function to lead in the promotion of economic development of Delta County through the attraction, retention, and expansion of business and industry. We serve all of Delta County and our activities benefit the entire region. Here are some of the past year's highlights on behalf of the City of Escanaba:

1. Connect with area businesses and prospects:

- Hosted 5 site visits for confidential retail and manufacturing prospects, regularly stay in touch and provide information to move projects forward.
- Facilitated and supported potential Power Plant options and helped distribute the RFP to a national audience.
- Facilitated the Delta County CEO Manufacturing Roundtable. This group has been meeting for 6 years and has expanded to include 18 companies that meet regularly to share items of mutual interest and concern.
- Maintained collaborative relationship with our largest employer, Verso. The work was completed on Mead Road as a result of the $250,000 MDOT Category A grant.
- Helped a record number of small business startups with resources and tools to assist them getting started across a number of industries including: public relations, technology, retail, restaurants, assisted living, manufacturing and others.
- Actively worked with Amicus and promoted the Delta Plaza Mall to potential buyers.
- Promoted the Energy Optimization programs the City offers to help companies save money and become more energy efficient.
- Continued support and assistance with Upper Hand to help with building expansion and growth.
- Regularly worked with transportation opportunities for truck, rail, air and shipping through our deep-water ports.
- Referred businesses and prospects to the DDA Façade Grants and City Revolving Loan Fund Options.
- Connected and supported Pisces and the Escanaba Industrial Foundation to help them expand their business and hire more people.
- Conducted weekly business retention visits.
- Our broad and diverse manufacturers continue to lead the way in exports and participation in the MEDC International Trade Export program including EMP, Delta Manufacturing, Brute Industries, Independent Machine, Hurley Marine, Pisces, and others.
- Promoted and assisted companies to attend Pure Michigan Business Connect matchmaking events. Dobbers attended the Agriculture Summit. Independent Machine attended the Governor's Canada Trade Mission Trip among others.
- Worked with Census Bureau to provide information on Social Security for a request from the City for the downtown proposed housing projects.
- Continued to spend most of our time on Economic Gardening and helping our local businesses stay here and grow.
- Tourism remains a strong component of our local economy and the best practice collaboration with the Commerce Center organizations has never been stronger. We support the world class events that are in our area including LPGA Symetra Road to the Future Tour, Gus Macker 3-on-3 Basketball Tournament, Holiday Ramblers RV Rally, Cabela's Master Walleye Tournament, Great Lakes Timber Professionals Logging Expo and the 6th record year of management of the U.P. State Fair operations.
- Executed attraction strategies for businesses and industries that compliment our area and contribute to the economy. Aquaculture is one example where we are recognized and sought out for our leadership and expertise.

2. **Inventory of assets and resources:**

- Maintained properties database and utilized Zoom prospector tool to nationally market Delta County properties, development areas, and Industrial Parks.
- Provided economic statistics for Tax Tribunal Case.
- Provided unemployment statistics for City research.
- Provided updated statistics for "Dollars and Sense: How the City of Escanaba spends your money" document.
- Provided community and financial statistics for FDIC interview.
- Was a member of the team and helped with City's Whitetail Internet Grant Process. Reliable, secure, and fast Internet Connectivity has improved the bottom line of the businesses in the park.
- Continued to work with Connect Michigan program on improved rural broadband access, adoption, and use in our area. As part of the Regional Prosperity Initiative CUPPAD has completed a region wide broadband survey that we helped facilitate.

3. **Marketing, promotions, and public relations:**

- Leveraged joint Commerce Center marketing opportunities including Uppertunities Professional Development and Tourism conference, Economic Club, Business After Hours, Fire and Ice, Chamber Annual Dinner, Walleye Restoration, and Shop Local campaign and events.
- Conducted local and national radio, television and newsprint interviews on a regular basis.
- Presented EDA updates to the Joint Governmental Group and various clubs and organizations.

4. **Education, training, and workforce development:**

- Maintained a positive, collaborative relationship with Michigan Works!, to help place people in meaningful jobs. Shared statistics on jobs placed, posted, and wage impact.
- Nominated companies to participate in the Skilled Trades Training Fund program. Verso and Delta Manufacturing received awards this year.
- Supported EMP's Dream Skills Factory, a place where students have access to a skilled trades career and the accountability and responsibility that goes along with it. Dr. Jay Kulbertis was recognized as Michigan's Manufacturing Association's 2015 Manufacturing Talent Champion.
- Provided assistance for the F.I.R.S.T. Robotics Competition hosted by Escanaba High School.
- Promoted apprenticeship and internship programs to help our companies build a skilled workforce.
- Facilitated Delta Force Economic Development Day and "Shark Tank" Business Idea Presentation.

5. **Assume a leadership role for the Community in Economic Development**

- Continued to be a champion for the Superior Trade Zone and helped with garnering letters of support, research, and participated in strategic planning meetings.
- Facilitated Delta County Hannahville Collaborative Task Force and participated in joint advocacy and education visits to Lansing with the Marquette Ambassadors Group on topics of importance to our region including Energy and Dark Store. Facilitated legislative event in partnership with GLTPA Logging Expo to bring forest and forest products issues and opportunities to our elected officials.
- Coordinated visits to Escanaba businesses by elected officials and departments.
- Collaborated with Upper Edge Young Professionals organization to help them execute on their mission to equip the 18-45 year olds of Delta County with the knowledge, networks, skills, and confidence to develop their leadership potential, cultivate relationships, and positively impact the community through civic engagement and social action.
- Appointed as a board member on the Western U.P. DNR Citizen's Advisory Committee.
- Participated in UPEDA and the U.P. Collaborative Development Council. Member of the Michigan Economic Development Alliance.

6. Demonstrate Return on Investment for community stakeholders:

- Published an annual Service Summary to share impact of the organization.
- Worked with Commerce Center partners to select IMPLAN economic modeling software to measure economic impact.
- Continually meet with current and potential funders to garner support and contributions to continue the important work we do at the EDA.

Delta County Economic Development Alliance

2015 Plan of Work

Function: To lead the promotion of economic development of Delta County through the retention, expansion, and attraction of business and industry.

1. Connect with area businesses and prospects.

- Serve as primary and initial contact in Delta County for economic development. Respond to inquiries promptly and professionally.
- Actively assist new business incubation along with retention and expansion of business and industry. Provide relevant information about Delta County, available sites, financial resources, etc. Arrange meetings, tours, and site visits as appropriate. Make referrals to SBDC, Michigan Works!, PTAC, MEDC, DDA's, EDC's and other partners.
- Make weekly site visits to Delta County businesses to assess business needs and opportunities for growth. Focus on industry, large employers, and start-ups. Team up with local officials, Michigan Works!, MEDC, etc. Keep records of visits and compile information in an appropriate database.

2. Inventory of assets and resources.

- Publish up-to-date Delta County statistics for prospects and inquiries: demographics, utilities, tax structures, wages, etc.
- Publish an inventory of community assets and infrastructure.
- Publish an inventory of financing options and incentives available for start-ups and existing businesses.
- Compile an informational packet of resources for start-up businesses.
- Compile an inventory of available commercial properties.

3. Marketing, promotion, and public relations.

- Create a marketing plan for Delta County, focused on business expansion and attraction including but not limited to:
  - Continual Website maintenance, update and linkage
  - Social media outreach (Facebook, Blogs, Linked in, etc.)
  - Take advantage of internet search engines like Google Adwords
  - Promotional packet to target Delta County alumni who wish to return and start a business (All class reunions, referrals from family and friends).
  - Attendance at appropriate trade shows or business events.
- Market commercial real estate and/or incentives to prospects nationally through Zoom Prospector (currently free).
- Leverage joint Commerce Center advertising and promotional opportunities.
- Delta County Business and Industry promotion including regional and national publications.
- Participation in Commerce Center Professional Development and Tourism Conference.
- Be visible in the community by speaking, newspaper and Communicator columns, press releases, social functions, etc.

4. Education, training, and workforce development.

- Encourage and support workforce training options, loans, grants, and business assistance programs.
- Identify and conduct educational activities and programs that support entrepreneurs and growing businesses.
- Continued partnership and collaboration with community workforce development agencies to identify needs and gaps including Michigan Works!, Bay College, M-TEC, Delta Schoolcraft ISD, and other workforce development programs and agencies.

5. Assume a leadership role for community in economic development.

- Act as a liaison between the EDA and the public and private sectors, including federal, State of Michigan, Upper Peninsula, and Delta County cities (including it's Downtown Development Authority's and Economic Development Corporation's), villages, and townships through phone calls, visits, meeting attendance, information sharing, etc.
- Work with existing and future industrial areas within Delta County to understand existing infrastructure, expansion opportunities, and promote them to current and potential businesses. (An example would be "a champion" for the Next Michigan Development Superior Trade Zone District with Delta and Marquette Counties and their respective Cities and townships).
- Participate in general planning sessions related to economic development activities of the community (quality of life, cost of living, environment, local utilities and amenities, policy, resource allocation).
- Identify and address infrastructure or other issues that might hinder development: (energy, high speed internet access, utilities, zoning, etc.) An example would be Connect MI and the Merit Reach-3MC project.
- Compile research and educate the EDA board and other stakeholders on trends and issues relevant to economic development, taking care to remain neutral and non-partisan.
- Facilitate quarterly CEO Manufacturing Roundtable.
- Facilitate Delta County Hannahville Collaborative Task Force.
- Represent Delta County at local, regional, state, and national meetings and conferences relevant to economic development.
- Pursue professional development and networking opportunities through membership in, UPEDA, MEDA, and other appropriate organizations.

6. Demonstrate return on investment for community stakeholders.

- Publish an annual Service Summary detailing return on investment to the community including such metrics as:
  - Number of new business start ups.
  - Number of jobs created.
  - Number of jobs retained.
  - Amount of capital formation.
  - Economic impact of job placements.

DeltaEDA.org

230 Ludington St.
Escanaba, MI 49829
(906) 786-2192
eda@deltami.org

Delta County Economic Development Alliance

service summary

2014

2014 In Review

We are proud to report another record breaking year at the Delta County Economic Development Alliance. Our organization is committed to connect you with the resources necessary to grow and prosper in our community. We are the one stop resource for business retention, expansion, and attraction.

We welcome you to Delta County, a place you'll want to call home. With more miles of shoreline than any other county in the nation, the horizons are an expansive as the possibilities.

A place where the quality of life matches the quality of our workforce.

A place where community stakeholders roll up their sleeves to simply do more.

A place where collaboration and a "can do" attitude help you expand and flourish.

A place to raise a family and spend a lifetime.

Please let us know how we can help you realize your dreams.

Delta County's future is so bright we have to wear shades!

Sincerely,

Vicki Schuch

Vision

Delta County will have a vibrant and diversified economy offering opportunities for a desirable way of life.

Mission

Delta County Economic Development Alliance provides leadership to strengthen, support, and attract businesses, developing a prosperous community.

Function

To lead the promotion of economic development of Delta County through the retention, expansion, and attraction of business and industry.

Employment - Labor Force Data Cont.

Upper Peninsula 2014 Capital Formation

Region	Total Clients	Counseling Hours	Jobs Created	Jobs Retained	Started Business	Total Capital Formation
UP Wide	689	4,002	179	259	29	$11,976,253
Delta	97	632	29	47	4	$278,300*

*Delta County Ranked 5th in U.P. for 2014 Capital Formation

2014 Michigan Works Job Placement

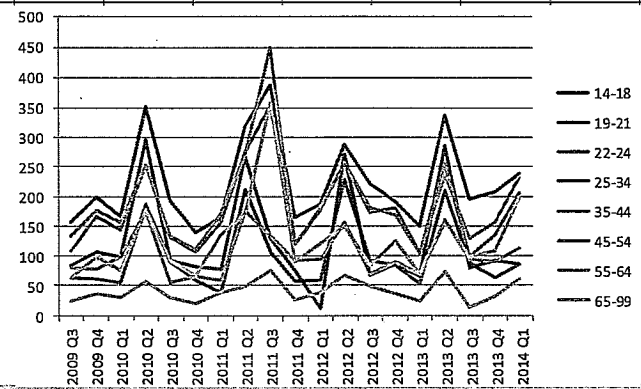
Posted	Placed
2,602	2,226

Average Wages in Local Economic Impact
$105,580,297

MICHIGAN WORKS! business is UP
The Job Force Board

Delta County's Job Creation by Age

	14-18	19-21	22-24	25-34	35-44	45-54	55-64	65-99
2009 Q3	63	83	79	155	108	134	63	23
2009 Q4	61	106	77	199	166	176	99	36
2010 Q1	54	99	99	166	144	157	76	30
2010 Q2	187	296	175	353	252	253	176	57
2010 Q3	89	92	54	194	132	133	91	31
2010 Q4	58	81	65	139	107	111	68	20
2011 Q1	39	78	59	164	156	173	135	38
2011 Q2	212	268	174	318	276	272	171	49
2011 Q3	106	129	134	388	355	449	359	76
2011 Q4	56	76	92	164	119	118	90	27
2012 Q1	58	11	95	187	176	181	120	39
2012 Q2	229	272	157	288	258	258	149	67
2012 Q3	92	67	69	223	172	181	83	49
2012 Q4	84	86	90	191	181	169	126	36
2013 Q1	53	65	70	149	105	104	70	23
2013 Q2	209	287	161	338	256	236	159	74
2013 Q3	88	79	94	196	99	129	98	14
2013 Q4	63	91	90	207	136	156	108	33
2014 Q1	85	86	112	239	232	232	198	61



Delta County Economic Development Alliance

Employment - Labor Force Data

2014 Delta County Employment

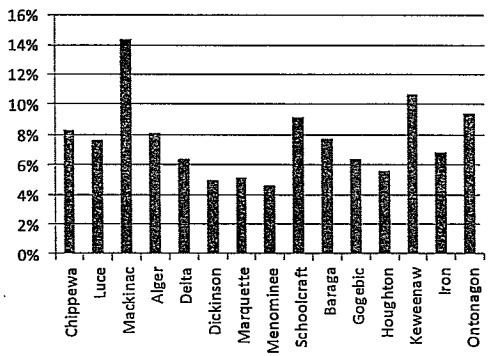
Employment	December '14	December '13
Unemployment Rate	6.4%	9.6%
Labor Force	18,025	17.950
Total Employment	16,850	16,225
Total Unemployment	1,150	1,725

Upper Peninsula Civilian Labor Force

Region	Civilian Labor Force	Total Emplmt	Total Unempl	Unemployment Rate (%) December 2014	Unemployment Rate (%) December 2013
U.P.	145,600	136,100	9,400	6.5	9.5
Eastern U.P.	23,250	21,025	2,200	9.5	13.5
Chippewa	16,050	14,725	1,350	8.3	11.9
Luce	2,500	2,300	200	7.7	11.3
Mackinac	4,700	4,025	675	14.4	19.8
Central U.P.	86,225	81,375	4,850	5.6	8.2
Alger	3,750	3,450	300	8.1	11.9
Delta	18,025	16,850	1,150	6.4	9.7
Dickinson	13,325	12,675	675	5.0	7.5
Marquette	35,025	33,200	1,825	5.2	7.6
Menominee	12,500	11,925	575	4.6	6.3
Schoolcraft	3,600	3,275	325	9.2	13.0
Western U.P.	36,100	33,725	2,375	6.6	9.7
Baraga	3,475	3,200	275	7.8	13.7
Gogebic	6,875	6,450	450	6.4	9.3
Houghton	16,875	15,925	950	5.6	8.0
Keweenaw	1,025	900	100	10.7	15.0
Iron	5,425	5,050	375	6.9	10.3
Ontonagon	2,425	2,200	225	9.5	13.3
Michigan	4,721,000	4,456,600	264,500	5.6	7.7
U.S.	155,521,000	147,190,000	8,331,000	5.4	6.5

Source: Michigan Department of Technology, Management & Budget Bureau of Labor Market Information & Strategic Initiatives

U.P. Unemployment December 2014



Highlights from 2014

Jan.

After releasing record setting results for 2013, VanAire is featured on Bloomberg and CNN Television Channels.

2014 marked the 5th year of the CEO Manufacturing Roundtable which has led to best practice partnerships between Delta County manufacturers.

Feb.

A $450,000 Clean MI Initiative Brownfield Redevelopment loan is given to Fleet Maintenance, who also won the UPWard Initiative Business Plan Competition.

Mar.

We had a blast hosting EDA day for the Delta Force Leadership program at EMP.

Apl.

We thank Mr. Tom Elegeert for his many years of service on the EDA Board.

May.

Delta County Hannahville Taskforce teamed with Marquette County Ambassadors take a joint trip to Lansing to meet with Michigan Legislators.

Jun.

Omya and NewPage launch new PCC production plant, an awesome example of a best practice partnership.

Jul.

MDOT awards $250,000 grant to improve Mead Road in partnership with Verso, Omya, Delta County Road Commission and MDOT. Construction is scheduled to begin in 2015.

Aug.

Governor Snyder signs the bill creating the Superior Trade Zone.

Sep.

The Delta County Hannahville Taskforce hosted Michigan Legislators and Dignitaries at the 2014 Toyota Bassmaster Angler of the Year Tournament in Escanaba.

Oct.

Northern Motors receives *Century Award,* sponsored by the EDA and Michigan Works!, at the Chamber Annual Dinner.

Nov.

Upper Hand Brewery celebrates it's Grand Opening within in a year of breaking ground.

Anytime Fitness receives *Business of the Year* Award, sponsored by Michigan Works! at the Chamber Annual Dinner.

Dec.

NorFab receives Operation Action UP Business Excellence Award and is selected by Governor Snyder as Top 50 Michigan Company to watch.

Connections with Area Businesses and Prospects

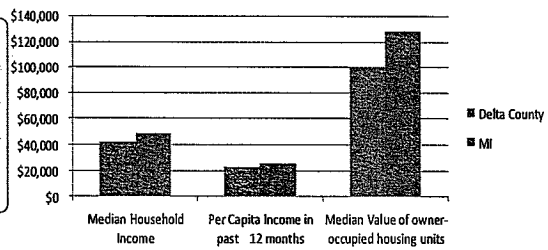
	2014	2013	2012
Overall Clients	148	150	67
Retention Clients	85	83	47
Start-up Clients	23	34	6
Attraction Clients	18	33	14

- 79 Expansion Projects
- Hosted 5 Site Visits
- Responded to 22 additional inquiries
- Made 11 Referrals to MI - SBDC
- Continued to facilitate CEO Roundtable

Regional Wealth and Consumer Spending

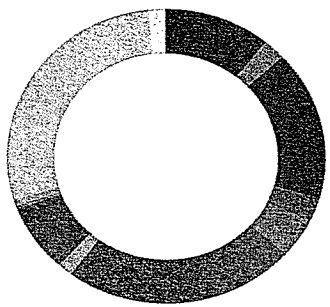
Regional Wealth

	Delta County	MI
Median Household Income	$42,504	$48,471
Per Capita Income In past 12 months	$22,604	$25,547
Median Value of owner-occupied housing units	$99,600	$128,600



Consumer Spending

	Total Spent in Delta County
Transportation	$148,798,000
Shelter	$141,533,000
Food and Beverages	$114,732,000
Utilities	$52,972,000
Health Care	$47,165,000
Entertainment	$40,878,000
Apparel	$34,932,000
Household Furnishings	$31,477,000
Household Operations	$25,095,000
Gifts	$18,676,000
Education	$15,986,000
Miscellaneous	$12,567,000
Personal Care	$10,699,000
Tobacco	$5,199,000
Reading	$2,421,000



Source: Michigan.gov

Top 20 Delta County Employers in 2014

Company	2014 # of Employees	2013 # of Employees	Industry
Hannahville Indian Community and Enterprises	1100	1084	Native American Tribe
Verso	935	1000	Manufacturing
OSF	650	603	Healthcare
Escanaba Schools	350	434	Education
EMP	417	400	Manufacturing
Walmart	400	400	Retail
Bay College	274	275	Education
Elmer's County Market	160	150	Retail
Bishop Noa	158	150	Healthcare
Gladstone Schools	150	148	Education
Menard's	135	135	Retail
Christian Park	116	116	Healthcare
Delta County	108	115	Government
City of Escanaba	113	113	Government
Niagara Logistics	110	110	Transportation
A.M. Express	105	105	Transportation
Delta Schoolcraft ISD	101	101	Education
Escanaba & Lake Superior Railroad	94	94	Transportation
Pathways	90	90	Healthcare
Northern MI Bank	85	84	Finance

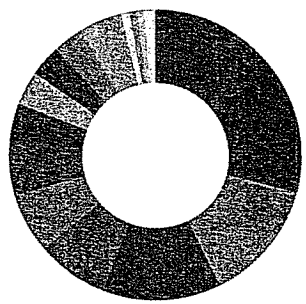
2013 Delta County Industry Breakdown

Industry	Jobs
Retail Trade	2,206
Manufacturing	2,194
Government	2,072
Health Care and Social Assistance	1,981
Accommodation and Food Services	1,199
Other Services (except Public Administration)	1,035
Construction	962
Transportation and Warehousing	617
Admin and Support and Waste Mgmt and Remediation Services	564
Professional, Scientific and Technical Services	535
Finance and Insurance	508
Wholesale Trade	274
Arts, Entertainment and Recreation	229
Agriculture, Forestry, Fishing and Hunting	211
Real Estate, Rental and Leasing	141
Information	132
Educational Services (Private)	108
Utilities	87
Mgmt of Companies and Enterprises	68
Unclassified Industry	22
Mining, Quarrying, Oil and Gas Extraction	12
Total	14,977

Source: EMSI

Top 4 Industries Account for 56.4% of Delta County Jobs

Top Industries in Delta



NB#3
CC 12/17/15

CITY OF ESCANABA
2016-17 Budget Calendar

December 31st (Thur)-	Budget papers to department heads; operating budgets due 1/22/16.
January 8th (Fri)-	Publish notice of first Public Hearing for the 2016-17 City budgets at the 1/21/16 regular Council meeting.
January 21st (Thur)-	(Regular Council Meeting) First Public Hearing for citizen input into the 2016-17 City budgets.
January 22nd (Fri)-	Departmental operating budgets due.
February 12th (Fri)-	Publish notice of second Public Hearing for the 2016-17 City budgets at the 2/18/16 regular Council meeting.
February 15th (Mon)-	First draft of budget requests to City Manager.
February 18th (Thur)-	(Regular Council Meeting) Second Public Hearing for citizen input into the 2016-17 City budgets.
March 11th (Fri)-	Publish notice of third Public Hearing for the 2016-17 City budgets at the 3/17/16 regular Council meeting.
March 17th (Thur)-	(Regular Council Meeting) Third Public Hearing for citizen input into the 2016-17 City budgets.
March 25th (Fri)-	Council receives tentative copy of the City budgets.
April 11th (Mon)-	Budget work session open to the public.
April 12th (Tues)-	Budget work session open to the public.
April 13th (Weds)-	Budget work session, if required, open to the public.
April 21th (Thur)-	(Regular Council Meeting) Council passes resolution to set May 5th as the fourth Public Hearing on the 2016-17 City budgets.
April 22nd (Fri)-	Budgets are revised, based on the work sessions, and are made available to the public.
April 25th (Mon)-	Publish notice of Public Hearings on budgets.
May 5th (Thur)-	(Regular Council Meeting) Public Hearing on 2016-17 City budgets.

May 9th (Mon)- Publish notice of final hearing and adoption of 2016-17 City budgets. This notice must be at least 6 days prior to the budget adoption and must contain language to the effect that the tax rate will be a subject at this meeting, assuming that the City does **not** intend to roll back the millage by the bae tax reduction fraction.

May 19st (Thur)- Public Hearing and adoption of City budgets. First reading of the Appropriations Ordinance, including the millage rate, and first reading of the Tax Levy Ordinance, with second reading and adoption set for the May 26th special meeting. First reading of Utility Ordinances, with second reading and adoption set for the Monday, June 6th special meeting.

May 26th (Thur)- (Special Council Meeting) Second reading and adoption of the Tax Levy Ordinance and the Appropriations Ordinance.

June 6th (Mon)- (Special Council Meeting) Second reading and adoption of the Utility Ordinances.

NB #4
CC 12/17/15

DOWNTOWN DEVELOPMENT
AUTHORITY

December 8, 2015

Mr. James O'Toole, City Manager
City of Escanaba
P.O. Box 948
Escanaba, MI 49829

Dear Mr. O'Toole,

The Escanaba DDA is requesting to block off the street in front of Center Court, intersection of 1100 and Ludington to First Avenue South for the purpose of a pasty drop to take place at midnight December 31st to welcome in the new year. This event will be from 10:00 p.m. to 12:00 p.m. and is supported by the Downtown Development Authority and the City of Escanaba and the Bay De Noc Unitarian Universalists' Fellowship. Barricades will be put up at 10:00 p.m. to allow for set up for the event.

If you have any questions, please contact the DDA Office at 789-8696.

Thanks for your cooperation,

Ed Legault, Executive Director
Escanaba Downtown Development Authority

NB #6
CC 12/17/15

MEMORANDUM December 9, 2015

TO: Jim O'Toole, City Manager

INFO: City Council

FROM: Mike Furmanski, Electrical Superintendent

SUBJ: Energy Optimization Administrative Services Agreement

The City of Escanaba is required by Public Act 295 to have an Energy Optimization plan. Since this act came into being in 2008, the City of Escanaba has partnered with a number of other municipal and cooperative electric utilities in using the Michigan Electric Cooperative Association (MECA) as the EO program administrator. The current contract expires December 31, 2015. Administration is recommending signing on with MECA for another 4 years.

The purpose of the EO program is to promote energy efficient products through rebates. The money for these rebates is collected from our customers through a monthly Energy Optimization surcharge. The products that are purchased are tracked to verify the energy savings over the life of these products.

LETTER AGREEMENT FOR ADMINISTRATIVE SERVICES

January 1, 2016 – December 31, 2019

This is a Letter Agreement for Administrative Services ("Agreement') between the Michigan Electric Cooperative Association ("MECA") and Municipal to be named ("Municipal") and or Cooperative (Co-op) and is entered into by the parties as of the date accepted and signed by MECA below.

It is hereby agreed as follows:

1. Municipal and or Co-op will pay for all administrative services rendered by the Michigan Electric Cooperative Association's Energy Optimization Department in accordance with the attached Rate Schedule, which is made a part of this Agreement. In addition, Municipal shall pay or reimburse MECA for all EO Program Design, Implementation, Tracking, Independent 3rd Party Evaluation services, and legal fees where applicable rendered to the Municipal and or Co-op as contracted for by MECA and as authorized by the Municipal's and or Co-op's MECA EO Collaborative Letter of Commitment.

2. This Agreement is for a term of four (4) years beginning January 1, 2016. This Agreement may be terminated at any time by either party due to any legislative or regulatory actions that materially change or eliminate the current statutory requirement for utilities to implement Energy Efficiency Programs.

3. Billing for the MECA Administrative Services hereunder will be rendered by MECA quarterly beginning in January and are payable by Municipal and or Co-op within 30 days of billing.

4. (a) All services shall be provided as part of the MECA EO Collaborative. Services involve assisting the Municipal and or Co-op with the design, implementation, tracking, independent 3rd party evaluation, legal services where applicable, and regulatory reporting of the Energy Optimization Programs enabled under PA-295 known as the Clean,

Renewable and Efficiency Energy Act (the "Act").

(b) Services include (i) establishing budget and kWh reductions, revenue requirements as required by the Act; (ii) assisting with EO Program selections to achieve the kWh reductions while being cost effective as defined by the Act; (iii) representing the Municipal and or Co-op at Michigan Public Service Commission ("MPSC") meetings and offering recommendations to the MPSC to protect the interests of the Municipal and or Co-op in regards to final rule making; (iv) issuing Request for Proposals as necessary, evaluation of bids, and making recommendations for bidder selection, contract management, and management of implementation contractors; (v) coordination between the Municipal and or Co-op and the Program Design Contractor, the Implementation Contractor, the Tracking System Contractor, the 3rd Party Evaluation Contractor; and (vi) participating in the MPSC Collaborative Work Groups.

(c) MECA has or will contract for the services of subcontractors to deliver some or all of the EO program design, implementation, tracking, and evaluation services needed by the Municipal and or Co-op to comply with the Act. In addition to the annual rates set forth on the attached Rate Schedule, Municipal and or Co-op is responsible to pay or reimburse MECA for all fees and expenses of the subcontractors for the EO services rendered by the subcontractor hereunder or under any other agreement with MECA or the Municipal and or Co-op to deliver EO programs or services to the Municipal pursuant to the Act.

5. It is understood that neither this Agreement nor the services provided by MECA hereunder are intended to transfer in any way any the responsibility of the Municipal and or Co-op to meet the Energy Optimization requirements of the Act. MECA is acting solely in the capacity of an administrative consultant to Municipal in this regard. Accordingly, the Municipal and or Co-op hereby agrees that MECA has no responsibility for Municipal's and or Co-op's compliance with any applicable state or federal statutes, rules or regulations regarding Municipal's energy optimization programs or compliance activities.

[Signatures on next page]

MICHIGAN ELECTRIC COOPERATIVE ASSOCIATION

Signature:_____
Printed name: Craig Borr
Title: President and Chief Executive Officer

Dated:_____

MUNICIPAL / Co-op

Signature:_____

Name:_____

Title: _____

Dated:_____

Rate Schedule		
Municipal / Cooperative EO Collaborative & the Michigan Electric Cooperative Association		
Municipal / Cooperative	**Billed Quarterly**	**Annual**
Cloverland Electric Cooperative	**$14,250.00**	**$57,000.00**
Marquette Board of Light & Power	**$3,750.00**	**$15,000.00**
South Haven	**$1,875.00**	**$7,500.00**
Escanaba Electric Department	**$1,750.00**	**$7,000.00**
Newberry Water and Light Board	**$750.00**	**$3,000.00**
City of Stephenson	**$300.00**	**$1,200.00**
Village of Daggett	**$93.75**	**$375.00**
Total Annually	**$22,768.75**	**$91,075.00**

Please sign and fax to: Art Thayer, MECA, (989) 393-5971, or e-mail to AThayer@meca.coop

NB #7
CC 12/17/15

MEMORANDUM December 9, 2015

TO: James V. O'Toole, City Manager

FROM: Blaine R. DeGrave, Community Preservation Department,
Ed Legault, Escanaba DDA

Staff Comments:

As a requirement by the Michigan Economic Redevelopment Corporation (MEDC), a third party administrator is being sought for the administration of the activities and funds for the "Escanaba Downtown 2015/2016 Façade project. All such activities are covered expenses by the MEDC Grant fund. An RFP for these services had been sent out in November. Below is the information regarding this request.

The DDA Board has been informed of the RFP request for administrative services for the façade project at their December 2, 2015 board meeting.

SUBJECT: Certified Grant Administrator

On or about November 20, 2015 a "Request for Proposal" (RFP) was sent out to prospective entities that qualified as possible candidates for the administration of the current "Escanaba Downtown Façade 2015/2016 Project". Only one proposal was received for this activity from the local CUPPAD Regional Commission.

The proposal lists the activities or "scope of work" which would be covered during the process of the rehabilitation of the 6 facades in downtown Escanaba. These activities consists of but not limited to;

a. Ensure completion of the Environmental Review record and submit all other items required to clear the contract conditions within six months of the date of the "Authorization to Incur Cost" letter for the state.
b. Prepare the Requests for Payment to ensure consistency with the procedures established for the CDBG program.
c. Ensure that the City of Escanaba has an acceptable financial management system as it pertains to finances of the CDBG program.
d. Establish project files for the local government's office.
e. Assist the City of Escanaba in complying with the Uniform Relocation Act regulations.

f. Review bid documents and supervise the bidding process consistent with state and federal regulations. Assist project engineer/architect with preparation of construction contracts in order to comply with state and federal regulations. Secure the Department of Labor's federal wage decision and include it in the bid documents. Obtain contractor clearance(s).
g. Check weekly payrolls to ensure compliance with federal wage decision(s). Conduct on-site interviews and compare the results with the appropriate payrolls. Monitor construction to ensure compliance with equal opportunity and labor standards provisions.
h. Attend and assist the City with the state's monitoring visit(s). Prepare the City of Escanaba's response to all monitoring findings.
i. Prepare and ensure the City has appropriate and documented policies as required by the MEDC to comply with the CDBG program, including Section 504 self-evaluation, transition plan, and analysis of impediments to fair housing and other policies and procedures.
j. Assist with preparation of close-out documents. Assist in a final inspection of the project and in the issuance of a final acceptance of work. With the assistance of the city, help conduct close-out public hearing and assist with publication of required public notices.

Please see the attached compliance documents which must be filed with the Michigan Economic Development Corporation once approved by the City Council.

Staff Recommendations:

The staff of the City of Escanaba recommends that the City/DDA enter into a contract agreement with CUPPAD Regional Commission for the administration of the "Escanaba Downtown Façade 2015/2016 Project with expenses to be covered by funds from the Michigan Economic Development Corporation (MEDC).

ATTACHMENTS

1) A request from the City to enter into the Certified Grant Administrator contract and incur those costs.
2) A copy of the bid that was submitted
3) A copy of the proposed CGA contract between CUPPAD and the City
4) Determination of Level of Environmental Review
5) Finding of Exempt Activity
6) Letter of Exempt Activities Determination

CITY OF Escanaba

P.O. Box 948 • Escanaba, MI 49829-0948 • (906) 786-0240 • fax (906) 786-4755
TDD (800) 649-3777

Draft #(1)

December 8, 2015

Greg West
Michigan Economic Development Corporation
Community Development Block Grant Program
300 North Washington Square
Lansing, Michigan 48913

Dear Mr. West:

The City of Escanaba has determined that the administrative activity costs for the proposed Escanaba Downtown Façade 2015 Project are an Exempt Activity, related to the Environmental review. Accordingly, we are requesting to enter into a contract for a Certified Grant Administrator with CUPPAD Regional Commission of Escanaba, for the administration of funds for the proposed project and to incur those costs.

Respectfully Submitted,

Marc Tall
Mayor
City of Escanaba

Bid Doc. #2

CUPPAD
Central Upper Peninsula Planning And Development Regional Commission

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

November 20, 2014

Bob Richards
City Clerk
City of Escanaba
PO Box 948
Escanaba, MI 49829

Dear Bob:

The CUPPAD Regional Commission is please to submit this proposal for administration of the Escanaba Façade Grant 2015 project for downtown Escanaba.

The Commission was organized in 1968 under the provisions of Act 281, P.A. of 1945. The CUPPAD Regional Commission was designated an Economic Development District in 1970. The Commission has provided technical assistance with CDBG projects to member units since the establishment of the CDBG Small Cities program.

CUPPAD Regional Commission has two Certified CDBG Grant Administrators on staff: Peter Van Steen and Emilie Schada. Peter Van Steen will have the lead responsibility assisted by Emilie Schada and other CUPPAD staff as needed.

Peter Van Steen's prior CDBG experience:
Current CDBG projects are:

- County of Marquette- City of Ishpeming Façade- working with Marquette County staff with four façade projects in downtown Ishpeming (current)
- Menominee City- Menominee Lloyd II- blight elimination (current)

Recent CDBG projects completed:

- Michigamme Township Downtown Infrastructure Grant- streetscape project in downtown Michigamme (2015)
- City of Ishpeming Downtown Infrastructure Grant- streetscape for downtown Ishpeming (2015)
- Maple Ridge Township- Urgent Need Deep freeze (2015)
- City of Manistique Downtown Infrastructure Grant- paving and waterline in downtown Manistique (2013)
- City of Norway Downtown Infrastructure Grant- paving of parking lots and improvements in downtown Norway (2013)
- City of Gladstone Blight Elimination- demolition of former electrical power plant (2012)
- Village of Powers ICE- wastewater improvement (2012)
- Iron Mountain ICE- water line and street repair/repaving (2011)

- Environmental reviews for City of Munising Urgent Need Deep Freeze, City of Negaunee Urgent Need Deep Freeze, City of Gladstone Urgent Need Deep Freeze, and City of Escanaba Urgent Need Deep Freeze (2014)
- Assisting Northern Initiatives with completion of environmental reviews for CDBG revolving loan projects throughout the UP (2015)

The scope of work for grant administration will consist of, but not limited to, the following activities.

a. Ensure completion of the Environmental Review Record and submit all other items required to clear the contract conditions within six months of the date of the "Authorization to Incur Costs" letter from the state. **25 hours**
b. Prepare the Requests for Payment to ensure consistency with the procedures established for the CDBG Program. Make progress inspections and assist the City Controller with grant payment requests. **95 hours**
c. Ensure that the City of Escanaba has an acceptable financial management system as it pertains to finances of the CDBG program. **2 hours**
d. Establish project files for the local government's office. **80 hours**
e. Assist the City of Escanaba in complying with Uniform Relocation Act regulations. **45 hours**
f. Review bid documents and supervise the bidding process consistent with state and federal regulations. Assist project engineer/architect with preparation of construction contracts in order to comply with state and federal regulations. Secure the Department of Labor's federal wage decision and include it in the bid documents. Obtain contractor clearance(s). **35 hours**
g. Check weekly payrolls to ensure compliance with federal wage decision(s). Conduct on-site interviews and compare the results with the appropriate payrolls. Monitor construction to ensure compliance with equal opportunity and labor standards provisions. **140 hours**
h. Attend and assist the City with the state's monitoring visit(s). Prepare the City of Escanaba's response to all monitoring findings. **20 hours**
i. Prepare and ensure the city has appropriate and documented policies as required by the MEDC to comply with the CDBG program, including Section 504 self-evaluation, transition plan, analysis of impediments to fair housing and other policies and procedures. **40 hours**
j. Assist with preparation of close-out documents. Assist in a final inspection of the project and in the issuance of a final acceptance of work. With the assistance of the city, help conduct close-out public hearing and assist with publication of required public notices. **16 hours**

The cost for providing the administrative oversight of the MEDC CDBG grant is $29,880. This cost is based on a total of 498 estimated hours, as detailed above, at $60 per hour. This hourly rate is CUPPAD's standard charge to member units.

Sincerely,

Peter Van Steen
Certified CDBG Administrator

CITY OF Escanaba

P.O. Box 948 • Escanaba, MI 49829-0948 • (906) 786-0240 • fax (906) 786-4755
TDD (800) 649-3777

Draft Contract #3

CONTRACT FOR CONSULTANT SERVICES

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CONSULTANT SERVICES

PART I -- AGREEMENT

This Agreement for professional services is by and between the City of Escanaba, State of Michigan (hereinafter called the "GRANTEE"), acting herein by James O'Toole, city manager], hereunto duly authorized, and the CUPPAD Regional Commission organized pursuant to Act 281 P.A. 1945 (hereinafter called the "CONSULTANT"), acting herein by Joel Schultz, Executive Director, hereunto duly authorized;

WITNESSETH THAT:

WHEREAS, the GRANTEE has received funding under the State of Michigan, MEDC, CDBG Programs pursuant to Title I of the Housing and Community Development Act of 1974, as amended; and,

WHEREAS, the GRANTEE desires to engage the CONSULTANT to render certain technical assistance services in connection with its Community Development Program:

NOW, THEREFORE, the parties do mutually agree as follows:

1) Employment of CONSULTANT

The GRANTEE hereby agrees to engage the CONSULTANT, and the CONSULTANT hereby agrees to perform the Scope of Services set forth herein under the terms and conditions of this agreement.

2) Scope of Services

The CONSULTANT shall, in a satisfactory and proper manner, perform the services listed in Part III Scope of Services and Payment Schedule. Services in each of the work areas shall be performed under and at the direction of the chief elected official or their designated representative.

3) Time of Performance

The services of the CONSULTANT shall commence on _____, ___, and shall end on _____, ___. Such services shall be continued in such sequence as to assure their relevance to the purposes of this Agreement. All of the services required and performed hereunder shall not be completed until the GRANTEE has received notification of final close out from the MEDC.

Access to Information

It is agreed that all information, data, reports, records, and maps as are existing, available, and necessary for the carrying out of the work outlined above, shall be furnished to the CONSULTANT by the GRANTEE. No charge will be made to the CONSULTANT for such information, and the GRANTEE will cooperate with the CONSULTANT in every way possible to facilitate the performance of the work described in this contract.

4) Compensation and Method of Payment

CONSULTANT shall only be paid for services rendered under this agreement from funds allowed by the MEDC for administrative costs under the provisions of the grant awarded to the GRANTEE. Payment will be made only on approval of the GRANTEE.

The total amount of reimbursable costs to be paid CONSULTANT under this contract for program administration shall not exceed $29,800. CONSULTANT may not incur any costs in excess of this amount (except at its own risk) without the approval of the GRANTEE. CONSULTANT will only be paid for the time and effort needed to complete the actual scope of services required for this program, which may be less than the total amount above.

The CONSULTANT shall submit invoices to the GRANTEE for payment. Each invoice submitted shall identify the specific contract task(s) or sub-task(s) listed in Part III, Scope of Services for payment according to the appropriate method listed below:

a) Cost Reimbursement: For tasks lacking a definable work product and/or the CONSULTANT will not assume the risk for incurring the costs for a definable work product: cost reimbursement of labor, material and service costs, and allowable overhead. Each invoice shall itemize the: Direct labor hours by job classification; hourly rate by job classification, fringe benefits as *either* a percent direct labor cost *or absolute dollar per hour amount*; mileage and per diem required per task, and overhead as *either* a percent of direct costs *or dollar amount per direct labor hour* in accordance with the schedule of reimbursable costs listed in Part III Payment Schedule. Reimbursement for contracted services or materials shall include the vendor invoice(s) that identifies items by quantities and cost per unit.

b) Lump Sum Price: For tasks with a definable work product and the quantity required is certain and the contractor assumes the risk for all costs: a lump sum price. Each invoice submitted shall identify the specific contract task(s) listed in as listed in Part III and the completed work product/deliverable for the agreed upon price and quantity listed in Part III Payment Schedule.

5) Ownership Documents

All documents, including original drawings, estimates, specifications, field notes, and data are the property of the Grantee. The CONSULTANT may retain reproducible copies of drawings and other documents.

6) Professional Liability

The CONSULTANT shall be responsible for the use of reasonable skills and care benefiting the profession in the preparation of the application and in the implementation of the CDBG Program.

7) Indemnification

The CONSULTANT shall comply with the requirements of all applicable laws, rules and regulations in connection with the services of the CONSULTANT, and shall exonerate, indemnify, and hold harmless the GRANTEE, its officers, agents, and all employees from and against them, and local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and Income Tax Laws. Further, the CONSULTANT shall exonerate, indemnify, and hold harmless the GRANTEE with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this contract by the CONSULTANT. This shall not be construed as a limitation of the CONSULTANT's liability under this Agreement or as otherwise provided by law.

8) Terms and Conditions

This Agreement is subject to the provisions titled, "Part II, Terms and Conditions" and "Part III Payment Schedule", consisting of eight pages, attached hereto and incorporated by reference herein.

9) Address of Notices and Communications

Grantee Representative:

BLAINE DE GRAVE,
CODE ENFORCEMENT OFFICER
ESCANABA CITY HALL/LIBRARY COMPLEX
410 LUDINGTON STREET
ESCANABA, MI 49829]

Consultant Representative:
Peter Van Steen
CUPPAD Regional Commission
2950 College Avenue
Escanaba, MI 49829

10) Captions

Each paragraph of this Contract has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation or application.

11) Authorization

This Agreement is authorized by the City of Escanaba,

ATTEST:

_____

_____

City of Escanaba

By:_____
[*Name & title of GRANTEE Representative*]

Date:_____

CUPPAD Regional Commission

By: _____
Joel Schultz

Date:_____

PART II -- TERMS AND CONDITIONS

A. TERMINATION OF CONTRACT FOR CAUSE.

If, through any cause, the CONSULTANT shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the CONSULTANT shall violate any of the covenants, agreements, or stipulations of this Contract, the GRANTEE shall thereupon have the right to terminate this Contract by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the CONSULTANT under this Contract shall, at the option of the GRANTEE, become its property, the CONSULTANT shall be entitled to receive just, and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the GRANTEE for damages sustained by the GRANTEE by virtue of any breach of the Contract by the CONSULTANT, and the GRANTEE may withhold any payments to the CONSULTANT for the purpose of set-off until such time as the exact amount of damages due the GRANTEE from the CONSULTANT is determined.

This contract for overall program administration will be automatically terminated if the application(s) is not funded by the MEDC. CONSULTANT will not be entitled to any reimbursement for program administration either from the GRANTEE or the MEDC.

B. TERMINATION FOR CONVENIENCE OF THE GRANTEE

The GRANTEE may terminate this contract at any time by giving at least 10 days' notice in writing to the CONSULTANT. If the Contract is terminated by the GRANTEE as provided herein, the CONSULTANT will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the CONSULTANT, paragraph 1 hereof relative to termination shall apply.

This contract for overall program administration will be automatically terminated if the application(s) is not funded by the MEDC. CONSULTANT will not be entitled to any reimbursement for program administration either from the GRANTEE or the MEDC.

C. CHANGES

The GRANTEE may, from time to time, request changes in the scope of the services of the CONSULTANT to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONSULTANT's compensation, which are mutually agreed upon by and between the GRANTEE and the CONSULTANT, shall be incorporated in written amendments to this Contract. No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

D. PERSONNEL

a) The CONSULTANT represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the GRANTEE.

b) All of the services required hereunder will be performed by the CONSULTANT or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

c) None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the GRANTEE. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

E. ASSIGNABILITY

The CONSULTANT shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the GRANTEE thereto. Provided, however, that claims for money by the CONSULTANT from the GRANTEE under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the GRANTEE.

F. REPORTS AND INFORMATION

The CONSULTANT, at such times and in such forms as the Grantee may require, shall furnish the GRANTEE such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

G. RECORDS AND AUDITS

The CONSULTANT shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the GRANTEE to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit or other financial reporting purposes to the GRANTEE or any authorized representative, and will be retained for five years after the MEDC has officially closed-out the CDBG Program unless permission to destroy them is granted by the GRANTEE.

H. FINDINGS CONFIDENTIAL

All of the reports, information, data, et cetera, prepared or assembled by the CONSULTANT under this Contract are confidential and the CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of the GRANTEE.

I. COPYRIGHT

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to CONSULTANT for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the GRANTEE and all such rights shall belong to the GRANTEE, and the GRANTEE shall be sole and exclusive entity who may exercise such rights.

J. COMPLIANCE WITH LOCAL LAWS

The CONSULTANT shall comply with all applicable laws, ordinances and codes of the state and local government, and the CONSULTANT shall hold the GRANTEE harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

K. CIVIL RIGHTS ACT OF 1964/EQUAL EMPLOYMENT OPPORTUNITY

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. During the performance of this Contract, the CONSULTANT agrees as follows:

a) The CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, handicap or familial status. The CONSULTANT will take affirmative steps to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, national origin, handicap or familial status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms or compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the GRANTEE setting forth the provisions of this non-discrimination clause.

b) The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT; state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, handicap or familial status.

c) The CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

d) The CONSULTANT will comply with all provisions of Presidential Executive Order 11246 (Executive Order 11246) of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

e) The CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the GRANTEE and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

f) In the event of the CONSULTANT's non-compliance with the equal opportunity clauses of this Agreement or with any such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONSULTANT may be declared ineligible for further government contracts in

accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided by Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g) The CONSULTANT will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the GRANTEE may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the GRANTEE, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

L. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

M. "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

c) The CONSULTANT agrees to send to each labor organization or representative of workers with which the CONSULTANT has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CONSULTANT's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

d) The CONSULTANT agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The CONSULTANT will not subcontract with any subcontractor where the CONSULTANT has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

e) The CONSULTANT will certify that any vacant employment positions, including training positions, that are filled (1) after the CONSULTANT is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the CONSULTANT's obligations under 24 CFR Part 135.

f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

N. INTEREST OF MEMBERS OF THE GRANTEE

No member of the governing body of the GRANTEE and no other officer, employee, or agent of the GRANTEE, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the CONSULTANT shall take appropriate steps to assure compliance.

O. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the CONSULTANT shall take appropriate steps to assure compliance.

P. INTEREST OF CONSULTANT AND EMPLOYEES

The CONSULTANT covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The CONSULTANT further covenants that in the performance of this Contract, no person having any such interest shall be employed.

Q. ACCESS TO RECORDS

The MEDC grantor agency, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the CONSULTANT, which are directly pertinent to this specific contract for the purpose of audits, examinations, and making excerpts and transcriptions.

All records connected with this contract will be maintained in a central location by the unit of local government and will be maintained for a period of 5 years from the official date of close out of the grant by the MEDC.

R. INSURANCE

- Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI.
- This rating requirement shall be waived for Worker's Compensation coverage only.
- CONSULTANT's Insurance: The CONSULTANT shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Michigan State agency. The CONSULTANT shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the CONSULTANT shall also submit copies of insurance policies for inspection and approval of the GRANTEE before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without

thirty (30) days' notice in advance to the GRANTEE and consented to by the GRANTEE in writing and the policies shall so provide.

- Compensation Insurance: Before any work is commenced, the CONSULTANT shall maintain during the life of the contract, Workers' Compensation Insurance for all of the CONSULTANT's employees employed at the site of the project. In case any work is sublet, the CONSULTANT shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the CONSULTANT. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the CONSULTANT shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

- Commercial General Liability Insurance: The CONSULTANT shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the GRANTEE, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the GRANTEE. Such insurance shall name the GRANTEE as additional insured for claims arising from or as the result of the operations of the CONSULTANT or his subcontractors. The amount of coverage for Commercial General Liability Insurance shall be combined single limits of $1,000,000.

- Insurance Covering Special Hazards: Special hazards as determined by the GRANTEE shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the CONSULTANT, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

- Licensed Motor Vehicles: The CONSULTANT shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of *$1,000,000*] per occurrence for bodily injury/property damage. Such insurance shall cover the use of any licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

- Subcontractor's Insurance: The CONSULTANT shall require that any and all subcontractors, which are not protected under the CONSULTANT's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the CONSULTANT.

S. APPLICABLE LAW

This contract shall be governed by and interpreted in accordance with the laws of the State of Michigan. Venue of any action brought with regard to this contract shall be in the 47th District Court, county of Delta, State of Michigan.

T. SEVERABILITY

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications, which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

U. COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

V. ENTIRE AGREEMENT & ORDER OF PRECEDENCE

This contract together with the Request For Proposal and CONSULTANT's proposal which are incorporated herein; shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the CONSULTANT's Proposal.

PART III – SCOPE OF SERVICES AND PAYMENT SCHEDULE

a. Ensure completion of the Environmental Review Record and submit all other items required to clear the contract conditions within six months of the date of the "Authorization to Incur Costs" letter from the state. **25 hours**
b. Prepare the Requests for Payment to ensure consistency with the procedures established for the CDBG Program. Make progress inspections and assist the City Controller with grant payment requests. **95 hours**
c. Ensure that the City of Escanaba has an acceptable financial management system as it pertains to finances of the CDBG program. **2 hours**
d. Establish project files for the local government's office. **80 hours**
e. Assist the City of Escanaba in complying with Uniform Relocation Act regulations. **45 hours**
f. Review bid documents and supervise the bidding process consistent with state and federal regulations. Assist project engineer/architect with preparation of construction contracts in order to comply with state and federal regulations. Secure the Department of Labor's federal wage decision and include it in the bid documents. Obtain contractor clearance(s). **35 hours**
g. Check weekly payrolls to ensure compliance with federal wage decision(s). Conduct on-site interviews and compare the results with the appropriate payrolls. Monitor construction to ensure compliance with equal opportunity and labor standards provisions. **140 hours**
h. Attend and assist the City with the state's monitoring visit(s). Prepare the City of Escanaba's response to all monitoring findings. **20 hours**
i. Prepare and ensure the city has appropriate and documented policies as required by the MEDC to comply with the CDBG program, including Section 504 self-evaluation, transition plan, and analysis of impediments to fair housing and other policies and procedures. **Lump sum of $2,400 and 00/cents or 40 hours**
j. Assist with preparation of close-out documents. Assist in a final inspection of the project and in the issuance of a final acceptance of work. With the assistance of the city, help conduct close-out public hearing and assist with publication of required public notices. **16 hours**

The cost for providing the administrative oversight of the CDBG grant is $29,880. This cost is based on a total of 498 estimated hours, at $60 per hour. It is recognized the hours for specific activities are subject to change, but the maximum amount for administrative services is $29,880. The hourly rate is CUPPAD's standard charge to member units.

CITY OF Escanaba

P.O. Box 948 • Escanaba, MI 49829-0948 • (906) 786-0240 • fax (906) 786-4755
TDD (800) 649-3777

Draft #4

Determination of Level of Environmental Review

CERTIFYING OFFICER:

Marc Tall, Mayor, is designated the environmental certifying officer for the Escanaba Facade project described below. I certify that

PROJECT INFORMATION

Grantee (Unit of General Local Government):	**City of Escanaba**	
Grantee Address:	**PO Box 948** **Escanaba, MI 49829**	
Grantee Contact Person:	**Blaine DeGrave** **906.786.9402**	**Ed Legault** **906.789.8696**
Grant Number (if assigned):		
Project Title:	**Escanaba Downtown Façade 2015.**	
Project Description	**Grant Administration and Environmental Review of the Escanaba Downtown Façade Program**	

PROJECT DETERMINATION (completed by the Environmental Review Officer)
All project activities have been reviewed and the project meets the following environmental determination:

- ☒ **Exempt**
- ☐ Categorically Excluded Not Subject To §58.5
- ☐ Categorically Excluded Subject To §58.5
- ☐ Environmental Assessment
- ☐ Environmental Impact Statement

December 1, 2015

Marc Tall, Mayor
Certifying Officer

Date

#5

FINDING OF EXEMPT ACTIVITY
24 CFR 58.34

Grantee: City of Escanaba Grant No._____

I hereby certify that the following activities comprising the Escanaba Downtown Façade 2015 Project have been reviewed and determined to be an Exempt Activity per 24 CFR 58.34(a) as follows:

- ☒ (1) Environmental and other studies, resource identification and the development of plans and strategies;
- ☐ (2) Information and financial services;
- ☒ (3) Administrative and management activities;
- ☐ (4) Public services that will not have a physical impact or result in any physical change, including but not limited to services concerned with employment, crime prevention, child care, health, drug abuse, education, counseling, energy conservation and welfare or recreational needs;
- ☐ (5) Inspections and testing of properties for hazards or defects;
- ☐ (6) Purchase of insurance;
- ☐ (7) Purchase of tools;
- ☐ (8) Engineering or design costs;
- ☐ (9) Technical assistance and training;
- ☐ (10) Assistance for temporary or permanent improvements that do not alter environmental conditions and are limited to protection, repair or restoration activities necessary only to control or arrest the effects from disasters, imminent threats or physical deterioration;
- ☐ (11) Payment of principal and interest on loans made or obligations guaranteed by HUD;
- ☐ (12) Any of the categorical exclusions listed in 58.35(a) provided that there are no circumstances which require compliance with any other Federal laws and authorities cited in 58.5. Such activities are documented as exempt by the Statutory Checklist.

Flood Insurance/Flood Disaster Protection Act

1. Does the project involve the acquisition, construction, or rehabilitation of structures, buildings, or mobile homes?

☒ No. Flood insurance is not required. The review of this factor is completed.
☐ Yes. Continue Review.

2. Is the structure or part of the structure located in a Federal Emergency Management Agency (FEMA) designated Special Flood Hazard Area?

☐ No. Cite Source Documentation:
Proceed with project.
☐ Yes. Cite Source Documentation:
Continue Review.

3. Is the community participating in the National Flood Insurance Program (or has less than one year passed since FEMA notification of Special Flood Hazards)?

☐ Yes. Flood insurance under the National Flood Insurance Program must be obtained and maintained for the economic life of the project, in the amount of the total project cost. A copy of the flood insurance policy declaration must be maintained in this Environmental Review Record.
☐ No. **Federal assistance may not be used in the Special Flood Hazard Area.**

Coastal Barriers Resources Act

1. Is the project located in a coastal barrier resource area?

☒ No. Cite Source Documentation:

☐ Yes. **Federal assistance may not be used in such an area.**

Airport Runway Clear Zones and Clear Zones Disclosures

1. Does the project involve the sale or acquisition of existing property within a Civil Airport's Runway Clear Zone, Approach Protection Zone or a Military Installation's Clear Zone?

☒ No. Cite Source Documentation:

☐ Yes. **Disclosure statement must be provided** and a copy of the signed disclosure statement must be maintained in this Environmental Review Record.

In accordance with 24 CFR 58.34(b), no further environmental approval form from HUD or the State is necessary for the drawdown of funds to implement this program.

Name and Title of Certifying Officer	Signature of Certifying Officer	Date
Name of person preparing this form	Phone #	

For State Use Only	Reviewed	Date
Compliance Specialist		

CITY OF Escanaba

P.O. Box 948 • Escanaba, MI 49829-0948 • (906) 786-0240 • fax (906) 786-4755
TDD (800) 649-3777

Draft #6

December 8, 2015

Greg West
Michigan Economic Development Corporation
Community Development Block Grant Program
300 North Washington Square
Lansing, Michigan 48913

Dear Mr. West:

RE: EXEMPT ACTIVITIES DETERMINATION

The City of Escanaba has determined that costs related to the administrative activities and preparations of the environmental review record for the Escanaba Downtown Façade 2015 Project are Exempt Activities. The City of Escanaba is hereby requesting release of funds for these activities and to start incurring related cost.

These activities (environmental and other studies and administrative and management activities) are activities which are exempt from environmental review requirements under 24 CFR 58.34.

In addition, the City of Escanaba has reviewed and documented that we are in compliance with the requirement of 24 CFR 58.6 as follows:

1. The project will not involve property acquisition or construction residing in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards.

2. The project will not take place in an area designated as part of the Coastal Barrier Resources System.

3. The project will not involve the sale or acquisition of an existing property in a Runway Clear Zone or Clear Zone, as defined in 24 CFR Part 51.

Please call if you need any additional information.

Sincerely,

Marc Tall, Mayor
Certifying Officer

PETER J. VAN STEEN

Address: 9437 Stagecoach Q.5 Avenue
Gladstone, MI 49837
Work Phone: 906-786-9234
Cell Phone: 906-399-0260

Work Experience

Transportation Planner: Central Upper Peninsula Planning and Development Regional Commission, Escanaba, MI October 12, 2009 to present

Provides assistance and advice on planning related strategies and projects. Assist state transportation department with various tasks including preparing and updating specialized plans, providing information on road conditions and other data and coordinating transportation grant programs. Assist communities with developing and preparing applications for federal and state grant programs; advised communities on requirements of federal and state programs; administered grant programs on their behalf. Assist communities with administrative duties of Community Development Block Grant projects. Work with local communities in developing planning and other specialized studies, including community recreation plans.

Director: Delta County Brownfield Redevelopment Authority, Escanaba, MI June 10, 2008 to present

Responsible for overseeing the technical implementation of an EPA funded brownfield site assessment grant. Coordinate the operations and administration of the Delta County Brownfield Redevelopment Authority.

Interviewer: Issues and Answers Network, Inc., Escanaba, MI March 4, 2008 to April 28, 2009

Conducted market research interviews by telephone, per company dialing standards and project specifications and standards. Exercised courtesy and professionalism to all respondents.

Consultant: Independent Consultant, December 4, 2005 to October 9, 2009

Community consultant assisting with preparation of grant applications and recreation plan for communities.

Senior Planner: Central Upper Peninsula Planning and Development Regional Commission, Escanaba, MI October 12, 1983 to December 3, 2005

Provided assistance and advice on planning and economic development strategies. Worked with local communities in developing planning and other specialized studies. Prepared studies addressing socio-economic needs of the area. Assisted communities with developing and

preparing applications for federal and state grant programs; advised communities on requirements of federal and state programs; administered grant programs on their behalf. Assist communities with administrative duties of Community Development Block Grant projects. Coordinated administration of a regional arts mini-grant program. Responded to requests for socio-economic data; researched, compiled and disseminated census data.

Management Analyst: Central Upper Peninsula Planning and Development Regional Commission, Escanaba, MI July 13, 1977 to September 30, 1981

Provided advice and assistance to organizations on management and planning strategies. Worked with local communities in developing planning studies. Developed job classification and compensation programs, drafted job descriptions. Prepared affirmative action plans examining the labor force to determine employment goals. Prepared comprehensive personnel policy manuals. Developed employee performance evaluation programs to rate work performance.

Assistant Manager: K-Mart Corporation, Staten Island, NY; K-Mart Corporation, West Long Branch, NJ June 14, 1976 to June 15, 1977

Assisted store manager with administrative operations of the store. Trained store personnel in various work assignments. Supervised fifteen full-time and part-time employees. Reviewed purchase orders and prepared orders for seasonal goods.

Education

Valparaiso University, Valparaiso, IN September 1972 to May 1976
Degree: Bachelor of Science in Business Administration
Major: Administrative Sciences

EMILIE A. SCHADA, MPA
1701 Montana Avenue
Gladstone, Michigan 49837
(906) 825-8017
Emilieschada@yahoo.com

PROFESSIONAL SUMMARY

Highly creative, energetic, persuasive public servant with over 13 years of experience in economic, community, and resource development in the private nonprofit and government sectors. My work dedicated to improving communities in Michigan has received national and local attention as evidenced by over $4 million raised so far during my career. I am the quintessential self- starter, initiating and following through with meaningful ways to improve underserved communities. As a natural leader with strong organizational and interpersonal skills, I also emphasize the importance of collaboration, team work, and innovation.

PROFESSIONAL EXPERIENCE

ECONOMIC DEVELOPMENT MANAGER **2006 – July 2014**
City of Plainwell, Plainwell, MI

Job Responsibilities:
Coordinated business retention and recruitment, fund development, and master planning activities; spearheaded community engagement efforts and initiated special events from concept to completion. Marketed the city persuasively to residents, businesses, and funders; managed the budget of the Downtown Development Authority and cultivated a culture of cooperation as the liaison between the City of Plainwell and several community-based organizations such as the Chamber, Music Society, and Arts Council.

Key Accomplishments:

- Successfully increased the City of Plainwell's funding base by authoring and administering over $3.8 million in state, federal and local grants. These include grants from the Michigan Economic Development Corporation, the Department of Health and Human Services, Michigan Department of Environmental Quality, Michigan Humanities Council, and the Perrigo Charitable Foundation.
- Recruited development partner through national "RFQ" process for the Plainwell Paper Mill redevelopment.
- Managed façade improvement program which was recognized as the most effective program for a small community by the Michigan Downtown Association in 2010 and resulted in the transformation of four historic properties.
- Responsible for upkeep and design of website which was awarded by the Michigan Economic Development Association as the best website for a community under 50,000 in 2009. Also conceptualized new brand, "Anything but Plain!"
- Coordinated the city's Master Plan, Downtown Plan, and Parks and Recreation Plan from concept to adoption.
- Spearheaded a Small Business Revolving Loan program utilizing funds from the USDA resulting in 12 new businesses.
- Coordinated activities with the Downtown Development Authority and Brownfield Redevelopment Authority including a comprehensive, two-year MDOT Streetscape and Corridor Improvement Project.
- Oversaw process to achieve designation as a "Redevelopment Ready Community."
- Recruited national traveling Smithsonian Exhibit to Plainwell.
- Initiated several new programs and events to help increase cultural tourism in Plainwell including Art Hop, a Photography Contest, merchant cooperative advertising programs, historic home tours, and tax credit workshops.
- Provided public relations for the City including media relations and authoring press releases for all departments.

EDISON WEED AND SEED COORDINATOR **2003- 2006**
City of Kalamazoo, Kalamazoo, MI

Job Responsibilities:
Responsible for the operation, administration and overall coordination of the $600,000 Department of Justice grant-funded crime prevention initiative in partnership with the City of Kalamazoo and local Attorney's Office which involved achieving the program's goals and objectives as well as managing staff, collecting and analyzing data, writing reports to the Department of Justice, maintaining compliance with grant agreements, and program financial management.

Key Accomplishments:

- $600,000 secured due to successful grant applications to local, national, and corporate resources, including a National recognition award- the top in the country- from the Met Life Foundation in 2004; under my guidance, the program garnered

nine newspaper appearances and was highlighted three times on News 3 in Kalamazoo and twice on News 17 in Grand Rapids.

- Built and maintained a loyal client base and support network through personal attention and emphasis placed on relationship building with residents, government officials and organizations to support Edison Weed and Seed's work.
- Communicated with target population clients, law enforcement personnel and social service providers and sub-grantees including the Kalamazoo County Prosecuting Attorney's Office, Kalamazoo Department of Public Safety, the Boys and Girls Club, the Kalamazoo Public Library, and Bronson Hospital.
- Spearheaded several programs, including "Edison Reads,", graffiti abatement projects; organized neighborhood clean ups and ice cream socials; coordinated self-defense classes; a safety and security program; and a participatory paint by number mural project on Hays Park Avenue.

ASSISTANT DIRECTOR **2002 – 2003**
Vine Neighborhood Association, Kalamazoo, MI

Job Responsibilities:
Managed a 501 © 3 organization as well as maintained, supported and enhanced the Safety and Security, Housing Initiative and Resident Outreach Programs of the Vine Neighborhood Association.

Key Accomplishments:

- Helped to reduce crime and improve safety in the Vine Neighborhood by referring citizen questions or concerns to the KDPS officers, providing crime prevention information to citizens, and involving and educating residents about implementing effective citizen-driven crime prevention in their community.
- Identified target areas of criminal activity in consultation with KDPS and compiled, tracked, and updated crime statistics for the neighborhood.
- Managed the Vine Neighborhood Association's Neighborhood Watch Network and Steering Committee of 70 members and coordinated meetings.
- Authored monthly newsletters.
- Addressed code violations in partnership with the City of Kalamazoo's Community Planning and Development Department in the Vine Neighborhood.
- Coordinated the annual "Spring into the Streets" clean- up project in Vine.
- Authored successful grant application to the Kalamazoo Community Foundation to implement a neighborhood streetscape and infrastructure prototype project called "Rose Place."
- Initiated, developed, and coordinated several special events and trainings, including eight ice cream socials, the Public Safety Appreciation Potluck, National Night Out, and the Vine Neighborhood Welcome Back Celebration.

LOCAL INITIATIVES SUPPORT CORP. AMERICORPS MEMBER **2001 – 2002**
Downtown Kalamazoo, Incorporated, Kalamazoo, MI

Job Responsibilities:
Responsible for the coordination of an urban revitalization program called "Edison Main Street" which was modeled after the National Main Street Approach of community development focusing on the four-point approach of Design, Economic Restructuring, Organization and Promotions.

Key Accomplishments:

- Facilitated Portage Street traffic analysis project with the City of Kalamazoo by recruiting and training volunteers, collecting and analyzing data;
- Coordinated beautification projects within the business district;
- Developed a marketing kit for business owners;
- Coordinated the Edison Main street banner project resulting in the installation of 38 banners along the business corridor enhancing the area's image and identity;
- Conducted a building inventory for business and properties located in the project area and inputted data into GIS

EDUCATION

Masters of Public Administration **2007**
Grand Valley State University, Grand Rapids, MI

Bachelor of Arts, Sociology and Environmental Science **2000**
Western Michigan University, Kalamazoo, MI
University of Pittsburgh, Semester at Sea Study Abroad Program **January 2000 – May 2000**

AWARDS AND COMMUNITY INVOLVEMENT

Business Solutions Professional Certification Training, 2013
Member: Michigan Economic Developers Association
Member: Michigan Downtown Association
Member: Allegan Arts Council
Member: Plainwell Chamber of Commerce
Leadership Kalamazoo Graduate, 2006
MetLife Community Police Partnerships National Award
Kalamazoo Optimist Club Awardee, 2003

City of Escanaba Assessor

Memo

N3 #8
CC 12/17/15

To: City Council

CC: Jim O'Toole, Manager

From: Daina Norden, Assessor

Date: 12/10/2015

Re: December 17th City Council Agenda Item

OPRA District #6 Transfer – Exemption Certificate No. 3-05-0037

PA 146 of 2000, as amended, allows for the transfer of an OPRA exemption to a buyer of the property. The legislation requires that the transfer be approved by city council action. There is no requirement for a public hearing or for STC approval.

DeGrand Enterprises LLC has sold the property at 1223 Ludington Street, which houses Cat Man Do's, to Spaulding Enterprises LLC. Mr. Curt Spaulding has requested a transfer of the OPRA exemption as the new owner of the property. The exemption is set to expire 12/30/2017. Transferring the current Certificate does not extend the life of the exemption.

I have attached a resolution for council as well as the letter from Mr. Spaulding making the request.

Spaulding Enterprises LLC
Catmando's
Curt Spaulding
1223 Ludington Street
Escanaba, MI 49829

November 30, 2015

City Of Escanaba
City Counsel
Attn: Daina Norden
P.O. Box 948
Escanaba, MI 49829

Dear City Counsel Members,

Catmando's was purchased by my wife, Kelly Spaulding, and I, Curt Spaulding on September 22, 2015 from the Degrands, A.K.A. Degrand Enterprises LLC. I am writing to you regarding the Obsolete Property Rehabilitation Act (OPRA).
It has been brought to my attention by Daina Norden that I need to request a transfer of the existing certificate to Spaulding Real Estate LLC. It is our intention to complete the remaining projects as outlined earlier by the Degrands when the applied for this exemption. Much of the work has been completed to date, but I would like to have the opportunity to finish the remaining projects.
Thank you for your time and we await a positive response regarding this matter. If you need any additional information, or have questions, please feel free to contact me via (734) 502-5263.

Sincerely,

Curt Spaulding,
Catmando's Owner
Spaulding Enterprises LLC Manager

CITY OF Escanaba

P.O. Box 948 • Escanaba, MI 49829-0948 • (906) 786-0240 • fax (906) 786-4755
TDD (800) 649-3777

RESOLUTION TO APPROVE THE TRANSFER OF OBSOLETE PROPERTY REHABILITATION EXEMPTION CERTIFICATE NO. 03-05-0037 IN DISTRICT NO. 6

Whereas, The City of Escanaba granted an exemption for OPRA District 6 to Judith DeGrand pursuant to a public hearing held on October 6, 2005, for a period of twelve (12) years ending December 30, 2017; and

Whereas, Judith DeGrand has transferred the property to Spaulding Real Estate LLC on September 22, 2015, by warranty deed; and

Whereas, The current owner desires to continue the OPRA District 6 exemption in the name of Spaulding Real Estate LLC; and

Whereas, The exemption, if transferred, will end December 30, 2017;

Now, Therefore, Be It Resolved by the City Council of the City of Escanaba that Spaulding Real Estate LLC

Be and hereby is granted the transfer of OPRA Cert. No. 03-05-0037 for the real property located in Obsolete Property Rehabilitation District No. 6 at 1223 Ludington Street, for the remaining term of the exemption, ending December 30, 2017, pursuant to the provisions of PA 146 of 2000, as amended."

Upon a call of the roll, the vote was:

Ayes:
Nays:

RESOLUTION DECLARED ADOPTED