



# CITY COUNCIL MEETING AGENDA

May 5, 2016

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

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

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

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

## Regular Meeting

Thursday, May 5, 2016, at 7:00 p.m.

### CALL TO ORDER

### ROLL CALL

INVOCATION/PLEDGE OF ALLEGIANCE -

Pastor Jacob Comer of New Life Assembly of God Church

APPROVAL/CORRECTION(S) TO MINUTES -

Regular Meeting – April 21, 2016

APPROVAL/ADJUSTMENTS TO THE AGENDA

RETIREMENT PROCLAMATION -

John T. Dault, Electric Department

CONFLICT OF INTEREST DECLARATION(S)

BRIEF PUBLIC COMMENT(S)

PUBLIC HEARING(S)

1. **Public Hearing - Proposed 2016-17 Fiscal Year Budget and Setting the Final Public Hearing and Adoption for May 19, 2016.**

**Explanation:** Council will conduct the fourth Public Hearing and schedule the final public hearing and approval of the 2016-17 City budget for May 19, 2016.

### NEW BUSINESS

1. **Approval – Michigan Department of Transportation (MDOT) Contract #16-5135 – Hot Mix Asphalt Pavement Cold Milling and Resurfacing Work on Ludington Street from 9<sup>th</sup> Street Easterly to 3<sup>rd</sup> Street.**

**Explanation:** Administration is seeking Council approval of MDOT Contract #16-5135, for hot mix asphalt pavement cold milling and resurfacing work on Ludington Street from 9<sup>th</sup> Street easterly to 3<sup>rd</sup> Street; including concrete curb and gutter, concrete sidewalk, and pavement marking work; and including all necessary related work. Additionally, Administration is requesting Council authorize the City Manager and City Clerk to sign the necessary contracts.

2. **Approval – Use of Public Space – Karas Memorial Band Shell – Music Mondays.**

**Explanation:** The William Bonifas Fine Arts Center is seeking Council approval to use the Karas Memorial Band Shell for Blues for a Cause Music Mondays on June 27, July 11, July 18, July 25, August 1, and August 8, 2016. Administration is recommending approval of the request contingent upon the following: 1) Proper insurance was provided naming the City of Escanaba as an additional insured, and 2) The event sponsors provide all labor and material to clean up at the conclusion of each event.

3. **Setting a Public Hearing – Notice of Improvements (Special Assessment Project) – North 26<sup>th</sup> Street from 3<sup>rd</sup> Avenue North to 6<sup>th</sup> Avenue North.**

**Explanation:** The City of Escanaba received a petition from property owners requesting the City to construct a 30 foot wide hot mix asphalt paved street with concrete curb and gutter, sanitary sewer, storm sewer, and water main on North 26<sup>th</sup> Street from 3<sup>rd</sup> Avenue North to 6<sup>th</sup> Avenue North. As part of the project, the City of Escanaba is required to conduct a public hearing on the proposed special assessed improvement project. Administration is requesting Council schedule a public hearing for May 19, 2016, so that any comments or objections can be heard.

4. **Setting a Public Hearing – Notice of Improvement (Special Assessment Project) – 20<sup>th</sup> Avenue South from Lakeshore Drive to 746.84 feet West.**  
**Explanation:** The City of Escanaba received a petition from property owners to have the City install a 20 foot wide chip-seal paved street surface without curb and gutter on 20<sup>th</sup> Avenue South from Lakeshore Drive to 746.84 feet West. As part of the project, the City of Escanaba is required to conduct a public hearing on the proposed special assessed improvement project. Administration is requesting Council schedule a public hearing for May 19, 2016, so that any comments or objections can be heard.
5. **Setting a Public Hearing – Notice of Improvement (Special Assessment Project) – South 22<sup>nd</sup> Street from 18<sup>th</sup> Avenue South to 494.81 feet South.**  
**Explanation:** The City of Escanaba received a petition from property owners to have the City install a 24 foot wide chip-seal paved street surface without curbing and gutter on South 22nd Street from 18<sup>th</sup> Avenue South to 494.81 feet South. As part of the project, the City of Escanaba is required to conduct a public hearing on the proposed special assessed improvement project. Administration is requesting Council schedule a public hearing for May 19, 2016, so that any comments or objections can be heard.
6. **Approval – Use of Public Space/Street Closure - Mugshots Masters.**  
**Explanation:** Mr. Bill Multhaupt is requesting authorization to close off the 100 block of North 9th Street from the alleyway to 1st Avenue North Saturday, June 11, 2016, from 10:00 a.m. to 11:30 p.m. so they can use the space for their annual “Mugshots Masters” fundraising event. Administration is recommending approval of the request provided: 1) The City of Escanaba is named as an additional insured on their insurance policy, 2) All rules and regulations of the Michigan Liquor Control Commission and the Department of Public Safety are followed, and 3) Event sponsors provide all labor and material to clean-up at the conclusion of the event.
7. **Approval – Use of Public Space - Ludington Park and Ludington Street – Krusin Klassic Car Club.**  
**Explanation:** The Krusin Klassic Car Club is requesting authorization to use Ludington Park and Ludington Street on June 3, 2016, for their annual “Krusin Classics Fun Run”. Administration recommended approval of the request contingent upon the following: 1) Proper insurance was provided naming the City of Escanaba as an additional insured, and 2) event sponsors provide all labor material and clean up at the conclusion of the event.
8. **Approval – Headworks Building Roof Replacement – Wastewater Plant.**  
**Explanation:** Administration is seeking Council approval of a contract with the Bell Roofing Company of Marquette, MI in an amount not to exceed \$42,331 for all materials and labor to replace the roof on the Headworks building located at the Wastewater Treatment Plant. This item is included in the current fiscal year budget.
9. **Approval - Electrical Transfer Switch Equipment – Wastewater Treatment Plant.**  
**Explanation:** Administration is seeking Council approval of a contract with Master Electric, Inc., of Escanaba, MI in an amount not to exceed \$24,903 for all materials and labor to replace an existing electrical transfer switch, including back power for the duration of the project at the Escanaba Wastewater Treatment Plan. This item is included in the current fiscal year budget and the upcoming 2016-17 fiscal year budget.

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

Respectfully Submitted



James V. O'Toole  
City Manager

**OFFICIAL PROCEEDINGS  
CITY COUNCIL  
CITY OF ESCANABA, MICHIGAN  
Regular Council Meeting  
Thursday, April 21, 2016**

The meeting was called to order by the Honorable Mayor Marc D. Tall at 7:00 p.m. in the Council Chambers of City Hall located at 410 Ludington Street.

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

Absent: None

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

Pastor Erik Heskin of Bethany Lutheran Church, gave the invocation and led Council in the Pledge of Allegiance.

Sattem moved, Blasier seconded, **CARRIED UNANIMOUSLY**, to approve Regular Meeting Minutes from April 7, 2016, and Budget Hearing Meeting Minutes from April 11 & 12, 2016, as submitted.

**ADJUSTMENTS TO THE AGENDA**

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

**CONFLICT OF INTEREST DECLARATION** – None

**BRIEF PUBLIC COMMENT**

County Commissioner David Moyle spoke in support of the May 3, 2016, County-wide millage election for the County Sheriff's Office and Correctional Facility Project.

**PUBLIC HEARINGS** – None

**NEW BUSINESS**

**Setting of Public Hearing – FY2016-2017 Budget – May 5, 2016.**

Council was requested to set May 5, 2016, as the fourth Public Hearing on the proposed 2016-17 City Fiscal Year Budget.

**NB-1** Blasier moved, Beauchamp seconded, **CARRIED UNANIMOUSLY**, to set May 5, 2016, as the fourth Public Hearing on the proposed 2016-17 City Fiscal Year Budget.

**Approval – MDOT Tourist-Oriented Direction (TOD) Sign Installation – Upper Hand Brewery.**

The Upper Hand Brewery, 3525 Airport Road, sought Council approval to have the Michigan Department of Transportation install a Tourist-Oriented Direction (TOD) sign on Highway M-35 near the airport entrance road in accordance with Section 2006.1.13 Official Notices and Government Signs, of Escanaba's Sign Ordinance.

**NB-2** By Council Member Sattem, seconded by Council Member Beauchamp;

**Resolved**, to approve the installation of a Michigan Department of Transportation Tourist-Oriented Direction (TOD) sign on Highway M-35 near the airport entrance road in accordance with Section 2006.1.13 Official Notices and Government Signs, of Escanaba's Sign Ordinance.

The vote was as follows:

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

**RESOLUTION DECLARED ADOPTED.**

**Approval – 1 Ton Chevrolet Silverado 3500 HD Pick-Up Truck Purchase – Electric Department.**

Administration sought Council approval to purchase a 1 ton 4X4 Chevrolet Silverado 3500 HD pick-up truck from Riverside Chevrolet, Escanaba, MI in an amount not to exceed \$29,539.80. This item was included in the current fiscal year budget.

**NB-3** Baribeau moved, Blasier seconded, to approve to purchase a 1 ton 4X4 Chevrolet Silverado 3500 HD pick-up truck from Riverside Chevrolet, Escanaba, MI in an amount not to exceed \$29,539.80.

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

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

**MOTION CARRIED.**

**Presentation – Delta County Sheriff's Office and Correctional Facility Project.**

Representatives from Delta County, Prosecuting Attorney Phil Strom, County Administrator Ryan Bergman, and Delta County Sheriff Ed Oswald, made a presentation on their proposed Sheriff's Office and Correctional Facility Project, and encouraged support of the May 3, 2016, millage election.

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

Mayor Tall, with Council consensus, appointed Mark Ammel to the Downtown Development Authority, term ending April 21, 2020.

**BOARD, COMMISSION, AND COMMITTEE REPORTS**

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

**GENERAL PUBLIC COMMENT**

Delta County Commissioner David Rivard encouraged support for the New Jail at the May 3, 2016.

County Commissioner Ryan Bergman thanked Council and the City of Escanaba for their work and continued efforts towards resolving the State of Michigan Dark Store issue.

**ANNOUNCEMENTS**

- A map of the Esky 150 Flora Donations as part of the City of Escanaba Sesquicentennial was available for viewing at the Entrance to the City Library.

Hearing no further public comment, the Council adjourned at 7:57 p.m.

Respectfully submitted

Robert S. Richards, CMC  
City Clerk

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

# CERTIFICATE OF MERITORIOUS SERVICE



PRESENTED TO

**John T. Dault**

AS AN EXPRESSION OF APPRECIATION FOR YOUR OUTSTANDING CONTRIBUTIONS, EFFORTS, AND INVOLVEMENT FOR OVER 28 YEARS TO THE CITY OF ESCANABA, THIS CERTIFICATE OF COMMENDATION IS BEING AWARDED. YOUR DEDICATION AND PROFESSIONALISM IN HOW YOU PERFORMED YOUR DUTIES AND SERVED THE PEOPLE OF THIS COMMUNITY WAS NOTHING LESS THAN STELLAR. BEST WISHES TO YOU FOR CONTINUED HAPPINESS AND SUCCESS ON THE OCCASION OF YOUR RETIREMENT.

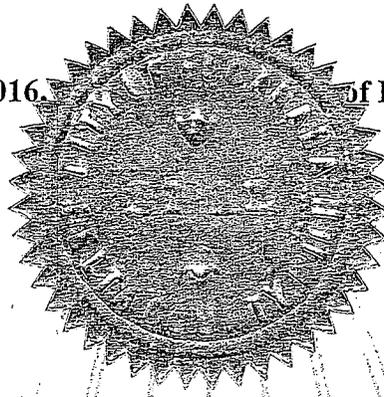
Conferred this day, May 5, 2016, at \_\_\_\_\_ of Escanaba, Escanaba, Michigan.

BY:

James V. O'Toole  
City Manager  
City of Escanaba

BY:

Marc D. Tall  
Mayor  
City of Escanaba



# PROCLAMATION

## In Honor of John T. Dault Upon the Occasion of His Retirement

**WHEREAS,** John T. Dault has been an invaluable member of the City team since December 7, 1987, when he accepted a position as Meter Mechanic for the Electric Department; and

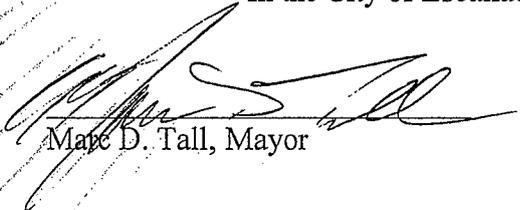
**WHEREAS,** John T. Dault retired on April 8, 2016; and

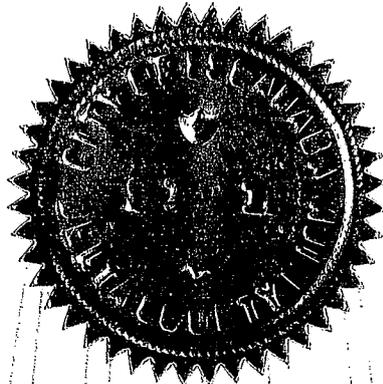
**WHEREAS,** The people of Escanaba wish to thank John T. Dault for his years of service to the people of Escanaba and congratulate him upon the momentous occasion of his retirement and wish him continued success in his future endeavors.

**NOW, THEREFORE, BE IT PROCLAIMED,** that I, Marc D. Tall, Mayor for the City of Escanaba, on behalf of the City Council and all Escanaba employees and Citizens, do designate April 8, 2016, as,

### “John T. Dault Day”

In the City of Escanaba and wish him the best in his retirement.

  
Marc D. Tall, Mayor



NB#1  
CC 5/5/16

MEMORANDUM

TO: Jim O'Toole, City Manager  
FROM: Bill Farrell, City Engineer  
DATE: 4/29/2016  
RE: Michigan Department of Transportation (MDOT) Contract #16-5135

In March of 2014 the City submitted a MDOT Small Urban project for hot mix asphalt pavement, cold milling and resurfacing work along Ludington Street from 9th Street easterly to 3rd Street; including concrete curb and gutter, concrete sidewalk, and pavement marking work; and all together with necessary related work. In September of 2014 we were awarded the project for the 2016 fiscal year. The funding was for a \$450,000 project with \$375,000 being grant and \$75,000 being match from the City.

The City has completed all of the necessary steps for this project to be submitted for bidding through the MDOT System. The current estimated project is for a \$449,600 project with funding of \$368,000 for a City contribution of \$81,600. This project is budgeted for the FY1617 City budget. The final step is to approve the contract for the work with the MDOT. After that the project will be put into the May letting of the MDOT system. We will also have to hire a testing firm for construction testing services with this contract. I have gotten bids and will be making a recommendation for a testing firm at the next regularly scheduled City Council meeting.

Also, the driving lanes for Ludington Street from 9<sup>th</sup> to Stephenson are also proposed in the FY1617 budget to be milled and repaved. After the project is bid I plan to work with the low bidder for this portion of Ludington Street and for the same bid amounts.

In conclusion, I am recommending we approve the contract. Also, I am proposing we use the same contractor and unit prices for the 9<sup>th</sup> Street to Stephenson portion of the project.



STATE OF MICHIGAN  
DEPARTMENT OF TRANSPORTATION  
LANSING

RICK SNYDER  
GOVERNOR

KIRK T. STEUDLE  
DIRECTOR

April 14, 2016

Mr. Robert S. Richards, CMC - City Clerk  
City of Escanaba  
City Hall  
410 Ludington Street  
Escanaba, Michigan 49829

Dear Mr. Richards:

RE: Contract Number: 16-5135  
Control Section: STUL 21422  
Job Number: 126254A

Enclosed are the original and one copy of the above described contract between your organization and the Michigan Department of Transportation (MDOT). Please take time to read and understand this contract.

1. Do not date the contracts. MDOT will date the contracts when they are executed.
2. If this contract meets with your approval, secure the authorized signatures on the enclosed contracts.
3. Attach two (2) certified resolutions. The resolution should specifically name the officials who are authorized to sign the contract and include the contract number. If you need an example of a resolution, please contact Kathy Fulton at [fultonk@michigan.gov](mailto:fultonk@michigan.gov) or (517) 373-4161.
4. Return the original and copy of the signed contract with two (2) certified resolutions to:

Attention: Kathy J. Fulton  
MDOT – Development Services Division, 2<sup>nd</sup> Floor  
425 West Ottawa Street, P.O. Box 30050  
Lansing, MI 48909

In order to ensure that the work and payment for this project is not delayed, return the contracts within 35 days from the date of this letter. A copy of the executed contract will be returned to your organization.

**If you have questions on the content of this contract, or revisions are required, please contact Monica Uribe, Local Government Contract Engineer at [uribem1@michigan.gov](mailto:uribem1@michigan.gov) or (517) 335-2266.**

Enclosure

STP

DA

Control Section	STUL 21422
Job Number	126254A
Project	STP 1621(008)
Federal Item No.	HK 0903
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	16-5135

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered into this date of \_\_\_\_\_, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF ESCANABA, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the City of Escanaba, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated March 8, 2016, attached hereto and made a part hereof:

Hot mix asphalt pavement cold milling and resurfacing work along Ludington Street from 9<sup>th</sup> Street easterly to 3<sup>rd</sup> Street; including concrete curb and gutter, concrete sidewalk, and pavement marking work; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

SURFACE TRANSPORTATION PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT, including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Surface Transportation Funds shall be applied to the eligible items of the PROJECT COST up to the lesser of: (1) \$375,000, or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract. The balance of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds shall be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon an effective billing rate and the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses. The initial effective billing rate for the federal funding of the PROJECT is calculated by using the federal funding for the PROJECT set at the time of the award of the construction contract, as described in Section 5, and dividing by the total costs of the PROJECT eligible for federal funding and authorized at the time of the award of the construction contract.

The effective billing rate for the federal funding of the PROJECT is determined by the current funding authorization for the PROJECT and may change as the PROJECT progresses and funding authorizations are increased or decreased.

7. At such time as traffic volumes and safety requirements warrant, the REQUESTING PARTY will cause to be enacted and enforced such ordinances as may be necessary to prohibit parking in the traveled roadway throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that a) it is a person under the Natural Resources and Environmental Protection Act, MCL 324.20101 et seq., as amended, (NREPA) and is not aware of and has no reason to believe that the property is a facility as defined in the NREPA; b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, state and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Department of Environmental Quality, it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING PARTY found within the PROJECT limits, as a result of performing the investigation and visual inspection required herein. The REQUESTING PARTY also certifies that it has been unable to identify any entity who may be liable for the cost of remediation. As a result, the REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Department of Environmental Quality and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsive for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

The DEPARTMENT shall not be subject to any obligations or liabilities by contractors of the REQUESTING PARTY or their subcontractors or any other person not a party to this contract without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

It is expressly understood and agreed that the REQUESTING PARTY shall take no action or conduct which arises either directly or indirectly out of its obligations, responsibilities, and duties under this contract, which results in claims being asserted against or judgments being imposed against the State of Michigan, the DEPARTMENT, and/or the Michigan State Transportation Commission.

In the event that the same occurs, for the purpose of this contract it will be considered as a breach of this contract thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan State Transportation Commission a right to seek and obtain any necessary relief or remedy, including but not by way of limitation, a judgment for money damages.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

CITY OF ESCANABA

MICHIGAN DEPARTMENT  
OF TRANSPORTATION

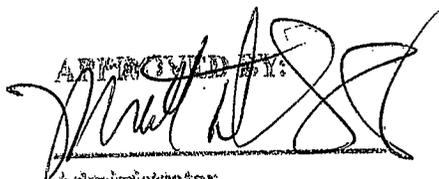
By \_\_\_\_\_  
Title:

By \_\_\_\_\_  
Department Director MDOT

By \_\_\_\_\_  
Title:

FORM APPROVED  
4-12-2016  
RLM  
ASSISTANT  
ATTORNEY  
GENERAL

ROS  
3/30/16

APPROVED BY:  
  
Administrator  
Real Estate

4/13/16  
Date

March 8, 2016

EXHIBIT I

CONTROL SECTION	STUL 21422
JOB NUMBER	126254A
PROJECT	STP 1621(008)

ESTIMATED COST

CONTRACTED WORK

Estimated Cost	\$449,600
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COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$449,600
Less Federal Funds*	<u>\$368,000</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$ 81,600

\*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

DOT

TYPE B  
BUREAU OF HIGHWAYS  
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

## SECTION I

### COMPLIANCE WITH REGULATIONS AND DIRECTIVES

A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.

B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.

1. Engineering

- a. FAPG (6012.1): Preliminary Engineering
- b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
- c. FAPG (23 CFR 635A): Contract Procedures
- d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs

2. Construction

- a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
- b. FAPG (23 CFR 140B): Construction Engineering Costs
- c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
- d. FAPG (23 CFR 635A): Contract Procedures
- e. FAPG (23 CFR 635B): Force Account Construction
- f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
  - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
  - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
3. Modification Or Construction Of Railroad Facilities
- a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
  - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
- 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
  - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
  - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

## SECTION II

### PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

## SECTION III

### ACCOUNTING AND BILLING

#### A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

- The Reporting Package
- The Data Collection Form
- The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education  
Accounting Service Center  
Hannah Building  
608 Allegan Street  
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.

3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number \_\_\_\_\_", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

## SECTION IV

### MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic Control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

## SECTION V

### SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

**APPENDIX A**  
**PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS**

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B  
TITLE VI ASSURANCE

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

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
  - a. Withholding payments to the contractor until the contractor complies; and/or
  - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

## APPENDIX C

### TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

#### Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

N157 a cc 015/16

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

DATE(S) OF EVENT: 6/27/16; 7/11/16; 7/18/16; 7/25/16; 8/1/16; 8/8/16  
Day of Week, Month, Day, Year (eg: Saturday, January 2, 2014)

NAME OF EVENT: Music Mondays

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

Organization: William Bonifas Fine Arts Center  
Contact Person: Christina Carlin Phone (day) 906-786-3833 Ext 116  
Address: 700 First Ave. So. Phone (evening): (225) 298-9333 or (906) 280-2746  
City: Escanaba E-mail: events@bonifasarts.org  
Postal Code 49829 Website: bonifasarts.org  
Charitable Org #: \_\_\_\_\_ Event Phone: —  
(If applicable) Fax: —  
Alternate Contact: Susan Roll, 906- [REDACTED] - [REDACTED]  
(It is recommended that an alternate name & telephone number be provided)

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

**LOCATION**

City Park Name: Ludington Park  
 Building/Facility Name/Area: \_\_\_\_\_  
 Road (s) Road Closure Required?: Partial  Full

**DATE/TIME**

<b>EVENT TIME</b> This is the time your event would be ready to accept participants or general public.	<b>Event Begins</b> DATE: <u>all dates</u> TIME: <u>6:30 pm</u>	<b>Event Ends</b> DATE: <u>all dates</u> TIME: <u>9:00 pm</u>
	<b>SET UP TIME</b> When do you want the area reserved for your organization to ensure you have adequate time for set up and tear down.	<b>Set Up Start</b> DATE: <u>all dates</u> TIME: <u>6:00 pm</u>

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

# SPECIAL EVENT APPLICATION - CITY OF ESCANABA

## Festivals, Parades, Races, Walkathons, Temporary Road Closures

**Return to:** City Manager's Office  
410 Ludington Street, Escanaba, MI 49829

**Phone :** 906-786-9402      **Fax:** 906-786-4755

**E-mail:** citymanager@escanaba.org

### **PURPOSE of the Special Event Application**

The Special Events Application must be completed in order to receive approvals to operate an event on City Property. The management of special events on municipal properties requires the coordinated efforts of municipal staff to ensure safe event operation and adherence to applicable by-laws, policies and procedures.

Applications must be received **45 Days** in advance of the event to insure all appropriate approvals are acquired. This application **does not guarantee** park space, road closure approvals, requests for funding etc.

### **Step One: Special Event Application**

Complete and return to the City of Escanaba City Manager's Office at least forty-five (45) days prior to your event. **Please keep in mind that acceptance of your application should in no way be construed as final approval or confirmation of your request.** Throughout your review process you will be notified if your event requires any additional information, permits, licenses or certificates. During our initial application screening process you will be allowed time to provide us with pending documents (e.g. certificate of insurance, secondary permits, etc.). We must receive these items before **approving** your Special Event Application. Delays in providing these items often delay our ability to finish our review process and approve your application in a timely manner.

### **Step Two: Application Review**

The City Manager's Office will distribute copies of your application to staff from various departments within the City affected by your event. Each department will review the application only if all forms are completed and all necessary information and supporting documents are included. There will be no exceptions. You will be contacted individually by these departments if they have specific questions or concerns about your event.

When a completed Special Event Application has been reviewed, the City Manager's Office *may* schedule your attendance at a Special Event meeting.

### **Step Three: Application Notification of Approval or Denial**

#### *Notice of action on application:*

The City Manager's Office shall normally approve or disapprove a Special Event Application via an approval letter by e-mail or mail if the applicant has not supplied an email address.

#### *Revocation of Event Approval (prior to event occurrence):*

Event Approval may be revoked at the discretion of the City Manager's Office upon consultation with the appropriate staff members, when the health or safety of the public is threatened by an emergency, disorder or other unforeseen conditions that have arisen.

#### *Revocation of Event Approval (during event occurrence):*

Event Approval may be revoked during an event. If Event Approval is revoked, the event must be cancelled and activities must be terminated immediately. The City Manager's Office designee has the responsibility to revoke a permit for reasons of health, inclement weather, or public safety. This will be determined by the City Manager after consultation with staff members.

### **Insurance**

Applicants **MUST** supply certificate of insurance, **14 days in advance** of the event, meeting City requirements – naming the City of Escanaba as additional insured.

### **Alcohol**

Alcohol requests must seek permission a minimum **45 days in advance**. **NO ALCOHOL** is permitted in any City owned property (i.e. Facility, Park, Road) unless permission is granted by City Council.

### **Guidelines / By-laws**

All applicable City Ordinances must be upheld by event organizers. Please ensure your application is complete so that staff can advise you on specifics.

**EVENT DETAILS**

**TYPE OF EVENT**

- Parade
- Cycling
- Festival/Event - concert
- Run
- Walkathon
- Other (specify) \_\_\_\_\_

**ESTIMATED ATTENDANCE (please estimate all that apply)**

Participants # 200 - 600  
 Bands # 1 per Monday  
 Vehicles/Floats # \_\_\_\_\_  
 Volunteers # 3-6  
 General Public # \_\_\_\_\_

- Wheelchair Accessible Yes  No   
 For events on City Property are you seeking approval to charge:  
 Admission Yes  No   
 Parking Yes  No   
 Is this event:  Open to the Public  
 For Invited Guests only

**EVENT ELEMENTS (complete to ensure proper permits are processed)**

Power Requirements\* Yes  No       Fireworks Yes  No   
 Sound Amplification Yes  No       Alcohol Yes  No   
 Access to power if possible Yes  No   
 Live Music Yes  No   
 Tents/Temp. Structures Yes  No       Size of tent(s): One 10' x 10'  
 Amusement Rides Yes  No       Provider: Bonifas Arts Center  
 Inflatables Yes  No       Provider: \_\_\_\_\_

**FOOD & BEVERAGE**

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

Food stand locations Indoor  Outdoor  Inside & Outside

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

- Chicken/seafood
- Rice/pasta dishes
- Pop, chips, candy
- Hotdogs/hamburgers
- Soups/chilli
- Salad
- Other meats
- Baked goods
- Other foods (please list) \_\_\_\_\_

**Reservation Fees (check applicable box):**

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

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

**EVENTS REQUESTING ROAD CLOSURE**

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

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

**DEFINE THE CLOSURE LIMITS – ATTACH A DETAILED MAP**

**I have read and understood the Special Events Application.**

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

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

Christina Carlin  
Event Organizer Signature

Christina Carlin 4/13/14  
Print Name & Date

# City of Escanaba

## RESERVATION APPLICATION

LUDINGTON PARK PAVILION and OTHER PARK FACILITIES

**Facility Requested:**

- Ludington Pavilion    
  Besse Pavilion    
  Bandshell    
  Gazebo  
 Soccer Field    
  Ballfield    
  Lemerand Pavilion    
  Lemerand Complex  
 Courts—(specify \_\_\_\_\_)  
 Other Picnic or Gathering Areas—(specify \_\_\_\_\_)

**Date(s) of Requested Reservation:**

	6/27/16	7/25/16			
<u>Mondays</u>	7/11/16	8/1/16			6pm / 9pm
Day of Week	Month	Date	Year	Time of Day:	From                  To
	7/18/16	8/8/16			

**Name of Individual, Organization, or Group Requesting Reservation:**

Name: William Bonifas Fine Arts Center Phone #: 906.786.3833

Mailing Address: 700 First Ave. South

City: Escanaba State: MI Zip: 49829

**Purpose of the Event:** *i.e.*, block party, company picnic, family reunion, etc.

Community Concert Series

Approximate # of people expected to attend: 200 - 600

If applicable, can your organization/group provide for liability insurance coverage?

Yes      No

**Important:** Each organization / group is required to clean-up all trash / litter at the conclusion of your activity. Can your organization / group voluntarily remove from the park trash and litter generated by your activity?

Yes      No

**Note:** Some organizations or groups may be requested to provide certification of liability insurance for their event. If required, the group will be asked to provide a CERTIFICATE OF INSURANCE stating minimum coverage of \$300,000 single limit, \$500,000 combined and \$50,000 property damage. The City of Escanaba shall be named as "additional insured" upon the certificate. Reservation rates effective August 14, 2012.

**Reservation Fees (check applicable box):**

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

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

I (we) the undersigned have read and understand the *PROCEDURES AND POLICIES* for the reservation and use of the Ludington Park/Besse Pavilion/Other Park Facilities/Bandshell and agree to abide by the Policies and Procedures and all other local and state laws and ordinances.

*Juan Roll*

Signature

4/13/16

Date

-----  
(Recreation Department Use)

Date Received: \_\_\_\_\_ Amount Received: \_\_\_\_\_ Received By: \_\_\_\_\_

Check #: \_\_\_\_\_ Cash: \_\_\_\_\_ Receipt Given: \_\_\_\_\_ Reservation Number: \_\_\_\_\_

Date Confirmation Letter Sent: \_\_\_\_\_ Insurance Required: \_\_\_\_\_

Approved/Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_

Recreation Director

NB# 3

CC/ 5/5/16

MEMORANDUM

TO: Jim O'Toole, City Manager  
FROM: Bill Farrell, City Engineer  
DATE: 4/29/2016  
RE: Special Assessment for North 26<sup>th</sup> Street from 3<sup>rd</sup> Avenue to 6<sup>th</sup> Avenue North

The City of Escanaba was approached by a property owner along the ROW of proposed North 26<sup>th</sup> Street for the construction of North 26<sup>th</sup> Street from 3<sup>rd</sup> Avenue to 6<sup>th</sup> Avenue North along with water, sewer, storm, etc. This project is in conjunction with the proposed Meijer Store. There are two property owners along the project. Both property owners signed the petition for the improvement. The project was also included in the proposed FY1617 budget. Following the City of Escanaba Special Assessment Policy, the project was brought before the Planning Commission for approval. The Planning Commission recommended approval on February 11, 2016.

The City Special Assessment Policy States: "Once included in the budget, but prior to the commencement of any petitioned improvements, a public hearing on the proposed improvements will be conducted before the City Council. Should the City Council recommend the proposed improvement move forward at the public hearing, a second public hearing will take place on the proposed special assessments. If the City Council approves both the proposed improvements and the special assessments, the work shall commence within the budgeted year."

Therefore, I'm requesting the City Council set a public hearing on the proposed improvement for May 19, 2016. Also, if the improvement is approved at that hearing, I'm requesting the City Council set a public hearing on the proposed special assessment for June 2, 2016.

The City portion of the project by linear frontage is approximately \$38,500. The plans, specifications and bidding documents were put together with the City's wants and needs by the Petitioner's consultant. The consultant will also do the inspection and testing of the project with City oversight throughout.

NIB # 3  
CC 5/5/16

PETITIONER: Good Will Co., Inc. (Meijer)  
Michael Kinstle  
Vice President - Real Estate  
2929 Walker Avenue NW  
Grand Rapids, MI 49544

\_\_\_\_\_  
Date Received From Clerk

\_\_\_\_\_  
Date Presented to Clerk

SPECIAL ASSESSMENT PETITION  
FOR STREET IMPROVEMENTS

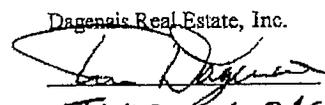
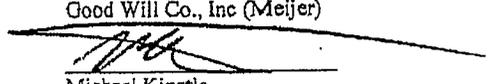
To: The Escanaba City Council

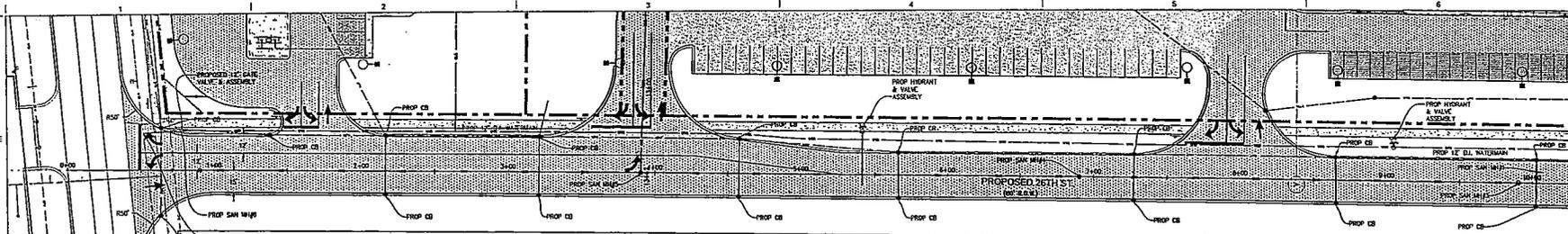
Council Members:

We, the undersigned property owners, hereby petition your honorable body for the construction of a 30 foot wide Hot Mix Asphalt paved street with concrete curb and gutter, sanitary sewer, storm sewer and water main on North 26<sup>th</sup> Street from 3<sup>rd</sup> Avenue North to 6<sup>th</sup> Avenue North.

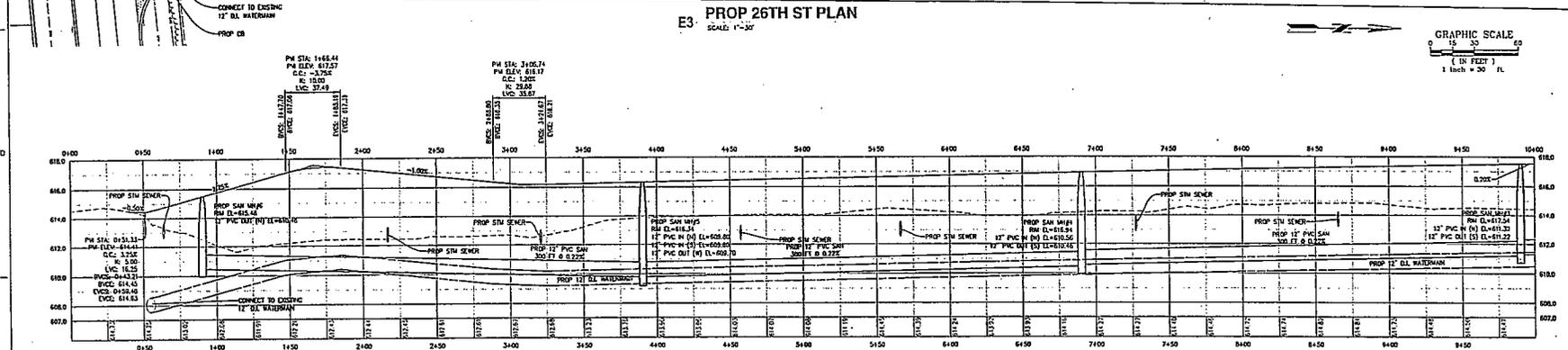
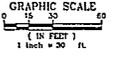
We understand the charges for this work will be based on a special assessment rate applicable at the time the City of Escanaba budget is prepared and three (3) public hearings are held, including a public hearing at the Planning Commission. We further understand the current rate of \$350 per front foot for the specified type improvements is advisory and subject to change prior to the public hearings on the assessment and that the special assessment may be payable in annual installments as shown, plus interest at six percent (6%) per year on the unpaid balance:

<u>Amount of Assessment</u>	<u>Year</u>
Less than \$100	1
\$101 to \$200	2
\$201 to \$300	3
\$301 to \$400	4
\$401 and over	5

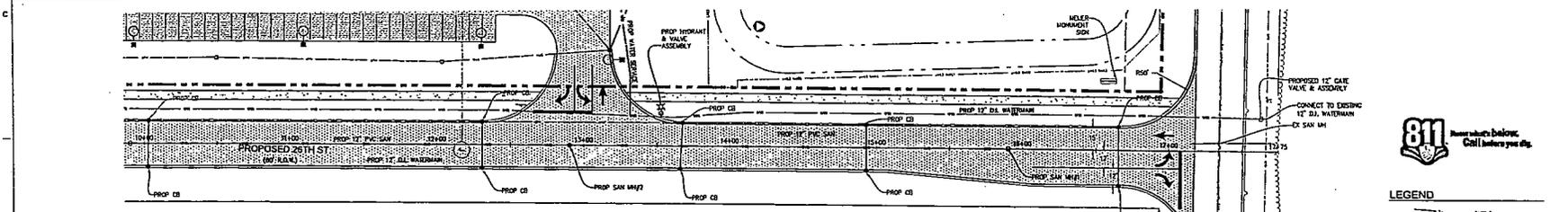
<u>PROPERTY ADDRESS</u>	<u>FRONTAGE</u>	<u>ASSESSMENT</u>	<u>OWNER (Signature)</u>
1. 2510 3 <sup>rd</sup> Avenue North	(1,624.98 lft)	\$568,743.00	Dagenais Real Estate, Inc.  TIMOTHY DAGENAIS 11-2-15
2. 400 North 30 <sup>th</sup> Street	(1,634.41 lft)	\$572,043.50	Good Will Co., Inc (Meijer)  Michael Kinstle



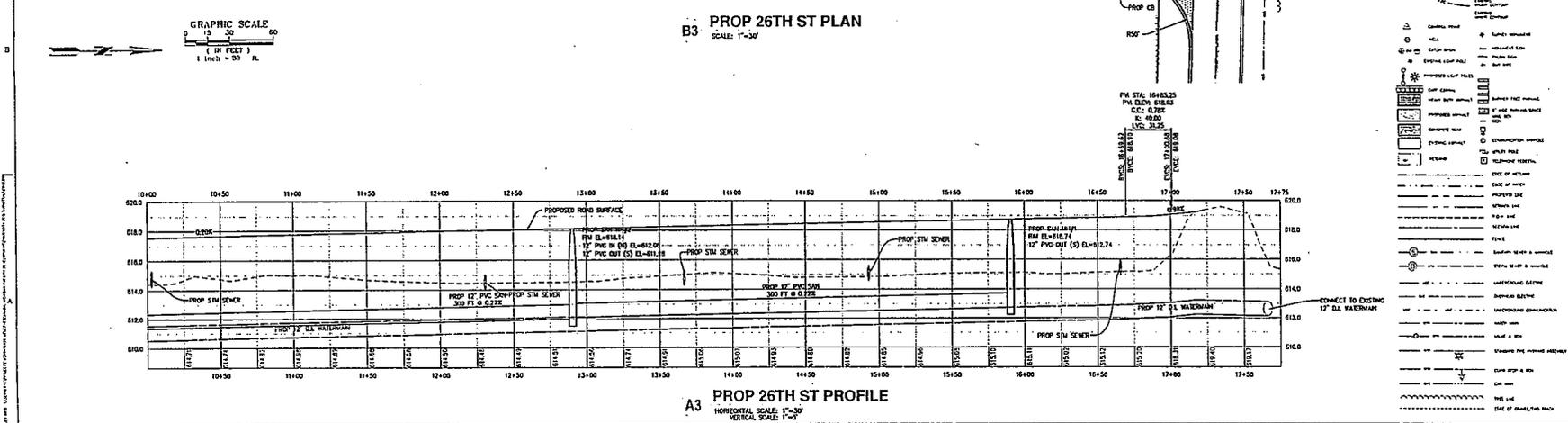
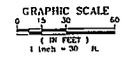
**E3 PROP 26TH ST PLAN**  
SCALE: 1"=30'



**C3 PROP 26TH ST PROFILE**  
HORIZONTAL SCALE: 1"=30'  
VERTICAL SCALE: 1"=3'



**B3 PROP 26TH ST PLAN**  
SCALE: 1"=30'



**A3 PROP 26TH ST PROFILE**  
HORIZONTAL SCALE: 1"=30'  
VERTICAL SCALE: 1"=3'

**UTILITY NOTES:**

- EXISTING TOPOGRAPHIC AND UTILITY INFORMATION BASED UPON SURVEYS PERFORMED BY S.P. ENGINEERS & ARCHITECTS, INC. IN 2014. SUPPLEMENTAL UTILITY INFORMATION BASED UPON CONSTRUCTION PLANS AND UTILITY MAPS PROVIDED BY THE CITY OF ESCANABA. CONTRACTOR SHALL USE EVERY PRECAUTION IN ESCAVATING FOR NEW UTILITIES SINCE ACTUAL UNDERGROUND UTILITIES MAY NOT BE AS SHOWN. CONTRACTORS SHALL HAVE INSPECT THOROUGHLY FAMILIAR WITH ALL UNDERGROUND UTILITY LOCATIONS PRIOR TO ANY ESCAVATION AND VERIFY LOCATIONS AND DEPTHS OF ALL UTILITIES.
- WATER DISTRIBUTION SYSTEM MATERIALS SHALL CONFORM TO THE CITY OF ESCANABA STANDARD SPECIFICATIONS FOR WATER SYSTEM MATERIALS. CONSTRUCTION OF WATER DISTRIBUTION SYSTEM SHALL CONFORM TO THE CITY OF ESCANABA STANDARD SPECIFICATIONS FOR INSTALLATION, TESTING AND IDENTIFYING DUCTILE IRON WATER MAINS AND APPURTENANCES.
- SANITARY SEWER MATERIALS AND CONSTRUCTION SHALL CONFORM TO THE CITY OF ESCANABA STANDARD SPECIFICATIONS FOR WASTE WATER COLLECTION.
- STORM SEWER MATERIALS AND CONSTRUCTION SHALL CONFORM TO THE CITY OF ESCANABA STANDARD SPECIFICATIONS FOR STORMWATER COLLECTION SYSTEM.
- SOIL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL CONFORM TO THE CITY OF SAGLE. SEE MAINE STANDARD SPECIFICATIONS FOR SOIL EROSION AND SEDIMENTATION CONTROL. PROCEDURES. THE CONTRACTOR IS RESPONSIBLE FOR FURNISHING, INSTALLING, CLEANING, MAINTAINING, AND REMOVING ALL TEMPORARY SOIL EROSION AND SEDIMENTATION CONTROL MEASURES NECESSARY DURING CONSTRUCTION AND RESTORATION WORK.
- CONTRACTOR TO PRESERVE/PROTECT ALL SURVEY MARKERS/INSTRUMENTS. CONTRACTOR SHALL REPLACE/REPAIR ALL DISTURBED MARKERS/INSTRUMENTS AT THEIR OWN EXPENSE.



MEIJER DS1.9 ECB

2229 WALKER AVENUE  
GRAND RAPIDS, MICHIGAN 49544  
(616) 453-6711

ECB 26TH & 3RD AVENUE  
ESCANABA, MI 49829

**LEGEND**

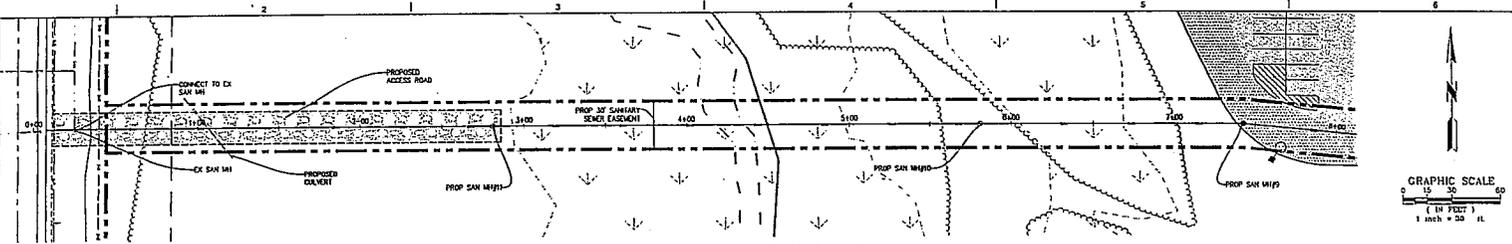
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	EXISTING SIDEWALK		PROPOSED SIDEWALK
	EXISTING STREET		PROPOSED STREET
	EXISTING UTILITY		PROPOSED UTILITY
	EXISTING STRUCTURE		PROPOSED STRUCTURE
	EXISTING WALL		PROPOSED WALL
	EXISTING FENCE		PROPOSED FENCE
	EXISTING TREE		PROPOSED TREE
	EXISTING VEGETATION		PROPOSED VEGETATION
	EXISTING ROAD SURFACE		PROPOSED ROAD SURFACE
	EXISTING UTILITY COVER		PROPOSED UTILITY COVER
	EXISTING MANHOLE COVER		PROPOSED MANHOLE COVER
	EXISTING VALVE COVER		PROPOSED VALVE COVER
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	EXISTING MANHOLE COVER CURB CURB		PROPOSED MANHOLE COVER CURB CURB
	EXISTING VALVE COVER CURB CURB		PROPOSED VALVE COVER CURB CURB

1	SK-4 SKETCH	09/24/14
2	MS-1 PLAN	10/23/14
3	REVIEW	02/19/15

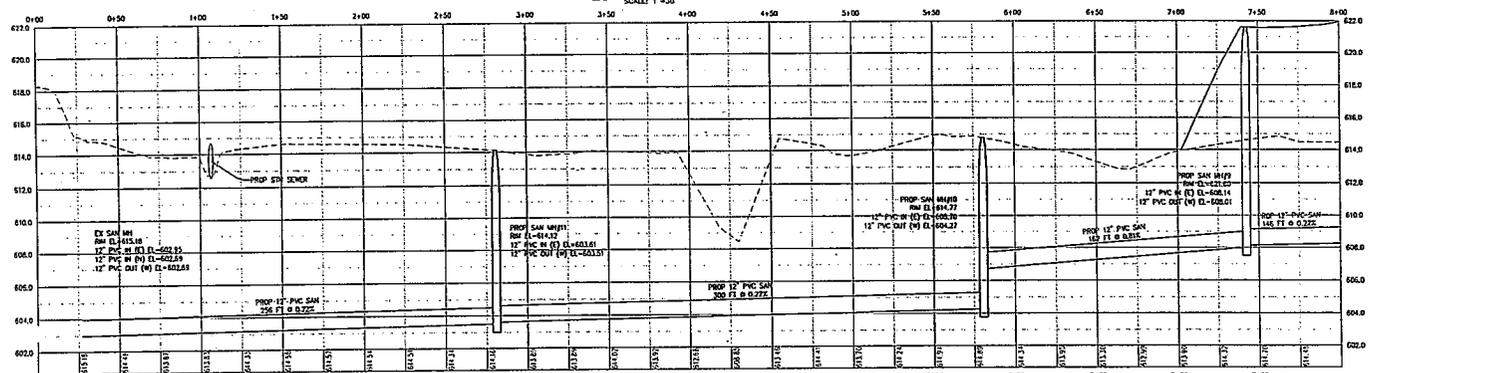
**EA ENGINEERS & ARCHITECTS, INC.**  
1100 W. WALKER AVENUE  
GRAND RAPIDS, MI 49504  
(616) 453-6711

**26TH ST. CITY UTILITY PLAN & PROFILE**

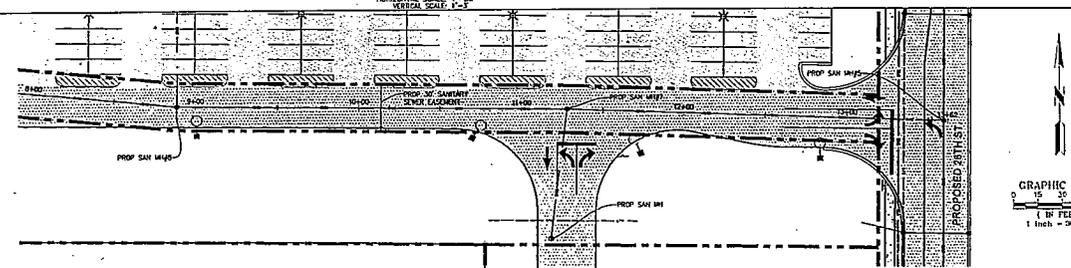
PROJECT NO. 14458  
DATE: 03/15/15  
DRAWN BY: LGH  
CHECKED BY: JGK  
APPROVED BY: CAGASZ  
SCALE: AS SHOWN



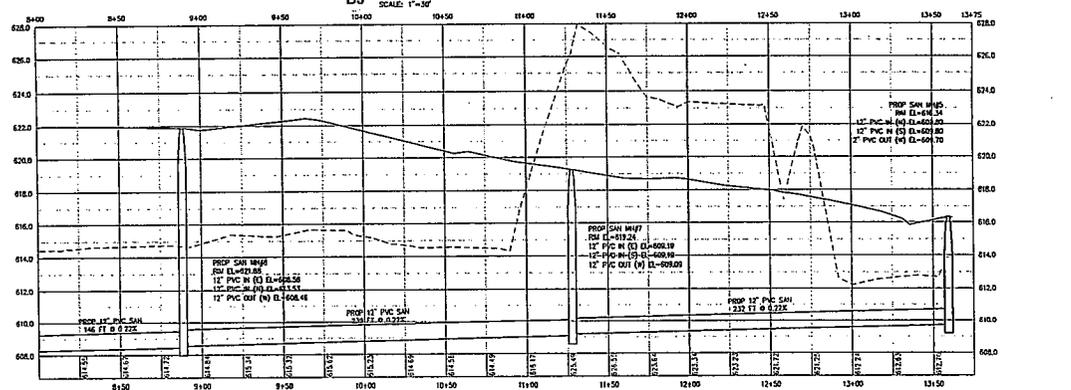
**E3 PROP SANITARY SEWER PLAN**  
SCALE: 1"=30'



**C3 PROP SANITARY SEWER PROFILE**  
HORIZONTAL SCALE: 1"=30'  
VERTICAL SCALE: 1"=3'

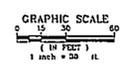


**B3 PROP SANITARY SEWER PLAN**  
SCALE: 1"=30'



**A3 PROP SANITARY SEWER PROFILE**  
HORIZONTAL SCALE: 1"=30'  
VERTICAL SCALE: 1"=3'

- UTILITY NOTES:**
- EXISTING TOPOGRAPHIC AND UTILITY INFORMATION BASED UPON SURVEYS PERFORMED BY U.P. ENGINEERS & ARCHITECTS, INC. IN 2014. SUPPLEMENTAL UTILITY INFORMATION BASED UPON CONSTRUCTION PLANS AND UTILITY MAPS PROVIDED BY THE CITY OF ESCANABA. CONTRACTOR SHALL USE EVERY PRECAUTION IN EXAMINING FOR NEW UTILITIES. SPECIFIC ACTUAL UNDERGROUND UTILITIES MAY NOT BE AS SHOWN. CONTRACTOR SHALL MAKE CAREFUL THOROUGHLY FAMILIAR WITH ALL UNDERGROUND UTILITY LOCATIONS PRIOR TO ANY EXCAVATION AND VERIFY LOCATIONS AND DEPTHS OF ALL UTILITIES.
  - WATER DISTRIBUTION SYSTEM MATERIALS SHALL CONFORM TO THE CITY OF ESCANABA STANDARD SPECIFICATIONS FOR WATER SYSTEM MATERIALS. CONSTRUCTION OF WATER DISTRIBUTION SYSTEM SHALL CONFORM TO THE CITY OF ESCANABA STANDARD SPECIFICATIONS FOR INSTALLATION, TESTING AND DISINFECTING DUCTILE IRON WATER MAINS AND APPURTENANCES.
  - SANITARY SEWER MATERIALS AND CONSTRUCTION SHALL CONFORM TO THE CITY OF ESCANABA STANDARD SPECIFICATIONS FOR WASTEWATER COLLECTION.
  - STORM SEWER MATERIALS AND CONSTRUCTION SHALL CONFORM TO THE CITY OF ESCANABA STANDARD SPECIFICATIONS FOR STORMWATER COLLECTION SYSTEM.
  - SOIL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL CONFORM TO THE CITY OF ESCANABA STANDARD SPECIFICATIONS FOR SOIL EROSION AND SEDIMENTATION CONTROL PROCEDURES. THE CONTRACTOR IS RESPONSIBLE FOR FURNISHING, INSTALLING, MAINTAINING, AND REMOVING ALL TEMPORARY SOIL EROSION AND SEDIMENTATION CONTROL MEASURES NECESSARY DURING CONSTRUCTION AND RESTORATION WORK.
  - CONTRACTOR TO PROTECT/PROTECT ALL SURVEY MARKERS/MONUMENTS. CONTRACTOR SHALL REPLACE/REPAIR ALL DISTURBED MARKERS/MONUMENTS AT THEIR OWN EXPENSE.



**LEGEND**

	EXISTING MANHOLE		PROPOSED MANHOLE
	EXISTING PIPE		PROPOSED PIPE
	EXISTING EASEMENT		PROPOSED EASEMENT
	EXISTING STRUCTURE		PROPOSED STRUCTURE
	EXISTING UTILITY		PROPOSED UTILITY
	EXISTING ROAD		PROPOSED ROAD
	EXISTING DRAINAGE		PROPOSED DRAINAGE
	EXISTING TOPOGRAPHY		PROPOSED TOPOGRAPHY
	EXISTING GROUND SURFACE		PROPOSED GROUND SURFACE
	EXISTING STRUCTURE FOUNDATION		PROPOSED STRUCTURE FOUNDATION
	EXISTING STRUCTURE WALLS		PROPOSED STRUCTURE WALLS
	EXISTING STRUCTURE FLOOR		PROPOSED STRUCTURE FLOOR
	EXISTING STRUCTURE ROOF		PROPOSED STRUCTURE ROOF
	EXISTING STRUCTURE INTERIOR		PROPOSED STRUCTURE INTERIOR
	EXISTING STRUCTURE EXTERIOR		PROPOSED STRUCTURE EXTERIOR
	EXISTING STRUCTURE FOUNDATION DETAILS		PROPOSED STRUCTURE FOUNDATION DETAILS
	EXISTING STRUCTURE WALL DETAILS		PROPOSED STRUCTURE WALL DETAILS
	EXISTING STRUCTURE FLOOR DETAILS		PROPOSED STRUCTURE FLOOR DETAILS
	EXISTING STRUCTURE ROOF DETAILS		PROPOSED STRUCTURE ROOF DETAILS
	EXISTING STRUCTURE INTERIOR DETAILS		PROPOSED STRUCTURE INTERIOR DETAILS
	EXISTING STRUCTURE EXTERIOR DETAILS		PROPOSED STRUCTURE EXTERIOR DETAILS

**meijer**  
MEJER DS1.9 ECB

2820 WALKER AVENUE  
GRAND RAPIDS, MICHIGAN 49544  
(616) 453-6711

26TH & 3RD AVENUE  
ESCANABA, MI 49829

**ECB**

1	SKETCH	09/24/14
2	MS-1 PLAN	10/23/14
3	REVIEW	02/19/15

**U.P. ENGINEERS & ARCHITECTS, INC.**  
CITY SANITARY SEWER PLAN & PROFILE  
C901



January 25, 2016

ESCANABA PLANNING COMMISSION  
ESCANABA MICHIGAN 49829

RE: Review – North 26<sup>th</sup> Street Infrastructure and Street Design and Installation between 3<sup>rd</sup> Avenue North and 6<sup>th</sup> Avenue North.

Dear Property Owner/Occupant:

A regular scheduled meeting of the Escanaba Planning Commission has been scheduled for February 11, 2016, at 6:00 p.m. at the Escanaba City Hall, 410 Ludington Street. The following item will be on the agenda:

**Review – North 26<sup>th</sup> Street Infrastructure and Street Design and Timeline  
Between 3<sup>rd</sup> Avenue North and 6<sup>th</sup> Avenue North**

The Planning Commission will review the infrastructure and street design and timeline for the newly proposed North 26<sup>th</sup> Street to be located between 3<sup>rd</sup> Avenue North and 6<sup>th</sup> Avenue North. The purpose of the review is to allow the properties that are being assessed for the project and opportunity to review the proposed plans so that there is an understanding of the project, timeline, and process moving forward.

You are cordially invited to attend this meeting should you have any interest in this project, questions, or comments. If you have comments, but are unable to attend this meeting, please submit your written comments to the City of Escanaba Planning Commission prior to February 11, 2016. All written and signed comments will be read into the public record.

The City of Escanaba will provide all necessary, reasonable aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting to individuals with disabilities at the meeting/hearing upon five (5) days notice to the City of Escanaba. Individuals with disabilities requiring auxiliary aids or services should contact the City of Escanaba by writing or calling the City of Escanaba at (906) 786-9402. A copy of the various referenced plans can be viewed at City Hall, Second Floor, 410 Ludington Street, Escanaba, MI, Monday through Friday, 7:30 a.m. to 4:00 p.m.

Sincerely,

Patrick Connor, Chairperson  
Escanaba Planning Commission

**PROOF OF SERVICE – MAILING**  
This document was enclosed in sealed envelope, first class postage fully prepaid, and deposited in the U.S. Government Mail.  
  
Addressee(s): Assessed Property Owner/Occupant  
Impacted By Special Assessment  
  
Mailing Date: January 25, 2016

**Mission Statement:**



Enhancing the enjoyment and livability of our community by providing quality municipal services to our citizens.  
*The City of Escanaba is an equal opportunity employer and provider.*

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Grantor	Grantee	Sale Price	Sale Date	Inst. Type	Terms of Sale	Liber & Page	Verified By	Prcnt. Trans.
	DAGENAIS	395,000	08/30/1993	WD	WD	407/345		0.0

Property Address	Class: Commercial Vacant	Zoning: E Com	Building Permit(s)	Date	Number	Status
2510 3RD AVENUE NORTH	School: Escanaba Schools 21010					
Owner's Name/Address	P.R.E. 0%					
DAGENAIS REAL ESTATE INC 1505 NORTH LINCOLN ROAD ESCANABA MI 49829	Map #: 138					
	2016 Est TCV Tentative					

Improved	X	Vacant	Land Value Estimates for Land Table 10.ACREAGE					
Public Improvements			* Factors * 486 X 649 & 182 X 917					
			Description	Frontage	Depth	Rate %Adj.	Reason	Value
			ACREAGE PA COM 1	25000/AC	11.21 Acres	25000	100	280,250
			11.21 Total Acres		Total Est. Land Value =		280,250	

Taxpayer's Name/Address	Improvements	Value
DAGENAIS ENTERPRISES 1505 NORTH LINCOLN ROAD ESCANABA MI 49829	X Dirt Road X Gravel Road X Paved Road X Storm Sewer X Sidewalk X Water X Sewer X Electric X Gas X Curb X Street Lights X Standard Utilities X Underground Utils.	

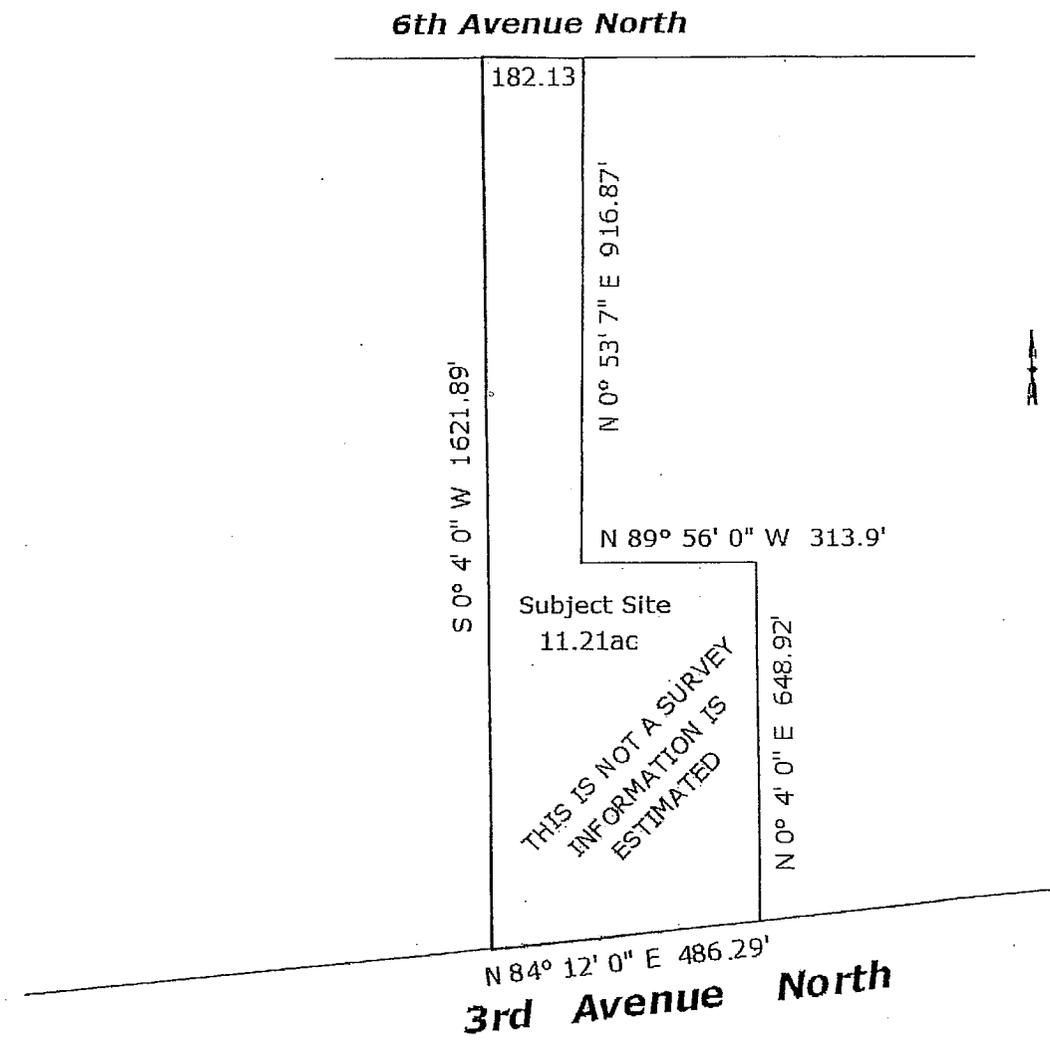
Tax Description	Topography of Site
SEC 25 T39N R23W [MAP# 138] PRT OF E 1/2 OF NE 1/4 [11.21 AC] BEG @ NW COR TH S 0°01'40" W 1661.89 FT TO NLY R/W 3RD AVE N TH N 84°12' E 526.5 FT TH N 0°04' E 648.92 FT TH N 89°06' W 313.9 FT TH N 0°53'07" E 956.87 FT TO N	X Level X Rolling X Low X High X Landscaped X Swamp X Wooded X Pond X Waterfront X Ravine X Wetland X Flood Plain



Year	Land Value	Building Value	Assessed Value	Board of Review	Tribunal/Other	Taxable Value
2016	Tentative	Tentative	Tentative			Tentative
2015	116,501	0	116,501			111,630C
2014	120,104	0	120,104			109,873C
2013	120,104	0	120,104			108,143C

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Licensed To: City of Escanaba, County of Delta, Michigan

\*\*\* Information herein deemed reliable but not guaranteed\*\*\*



Sketch by Apex Sketch

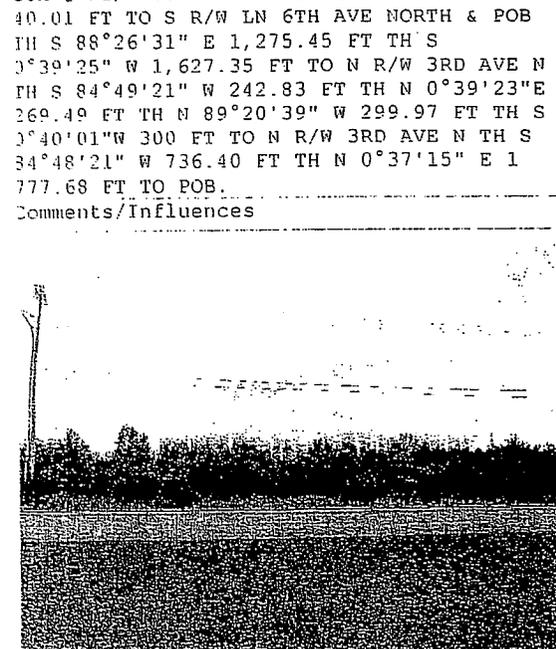
\*\*\* Information herein deemed reliable but not guaranteed\*\*\*

#139

Grantor	Grantee	Sale Price	Sale Date	Inst. Type	Terms of Sale	Liber & Page	Verified By	Prcnt. Trans.
FOULTOT MARVIN R & STROPI	GOOD WILL CO INC	3,500,000	10/14/2015	WD	ARMS-LENGTH	1143/531 & 114	DAINA NORDEN	100.0
STROPICH FRANK J	STROPICH FRANK J REV LIVI	0	10/29/2007	WD	FAMILY	923/543	DAINA NORDEN	0.0

Property Address	Class: Commercial Vacant	Zoning: E Com	Building Permit(s)	Date	Number	Status
505 NORTH 26TH STREET	School: Escanaba Schools 21010					
Owner's Name/Address	P.R.E. 0%					
GOOD WILL CO INC 2929 WALKER AVENUE NW GRAND RAPIDS MI 49544	Map #: 139					
	2016 Est TCV Tentative					

Tax Description	Improved	X	Vacant	Land Value Estimates for Land Table 10.ACREAGE				Value
SEC 25 T39N R23W [MAP# 139] PRT OF NW1/4 OF NE1/4 [47.86 AC] COM @ N1/4 COR SEC 25 TH S 0°37'15" W 40.01 FT TO S R/W LN 6TH AVE NORTH & POB TH S 88°26'31" E 1,275.45 FT TH S 0°39'25" W 1,627.35 FT TO N R/W 3RD AVE N TH S 84°49'21" W 242.83 FT TH N 0°39'23"E 269.49 FT TH N 89°20'39" W 299.97 FT TH S 0°40'01"W 300 FT TO N R/W 3RD AVE N TH S 34°48'21" W 736.40 FT TH N 0°37'15" E 1 777.68 FT TO POB.				* Factors * E1315' X E1740' Description Frontage Depth Front Depth Rate %Adj. Reason 1740.001315.00 1.0000 0.0000 0 100* ACREAGE PA COM 1 25000/AC 47.86 Acres 25000 100 * denotes lines that do not contribute to the total acreage calculation. 1740 Actual Front Feet, 47.86 Total Acres Total Est. Land Value = 1,196,500				0
Comments/Influences				Public Improvements Dirt Road Gravel Road Paved Road Storm Sewer Sidewalk Water Sewer Electric Gas Curb Street Lights Standard Utilities Underground Utils.				1,196,500



Topography of Site	Year	Land Value	Building Value	Assessed Value	Board of Review	Tribunal/Other	Taxable Value
Level	2016	Tentative	Tentative	Tentative			Tentative
X Rolling	2015	296,783	0	296,783			127,704C
X Low	2014	305,962	0	305,962			125,693C
X High	2013	305,962	0	305,962			123,714C
Landscaped							
Swamp							
Wooded							
Pond							
Waterfront							
Ravine							
Wetland							
Flood Plain							
Who	When	What					
DRN	09/10/2015	Data Enter					
KD	09/20/2011	Inspected					
KD	08/21/2008	Inspected					

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\*\*\* Information herein deemed reliable but not guaranteed\*\*\*





Sec. 1. - Power; installments.

The Council shall have power to provide for the payment of all or any part of the cost of construction, reconstruction, repairs, operation or maintenance of any structure or work in the nature of public improvements, by levying and collecting special assessments upon property specially benefited. Such special assessment may be payable in yearly installments for a period not exceeding five years.

**State law reference—** Permissible that Charter provide for assessing costs of public improvements, MCL 117.4d, MSA 5.2077.

Sec. 2. - Petition by majority of landowners.

When the owners of the majority of the frontage of land liable to be assessed in any special assessment district, or part of the city which may be constituted a special assessment a district, shall petition the Council for any public improvement, the Council shall order such improvements to be made. In other cases, public improvements shall be made in the discretion of the Council.

Sec. 3. - Declaration of assessment.

When a Council shall determine to make any public improvement or repairs and defray the whole or part of the cost and expenses thereof by special assessment, they shall so declare by resolution, stating the nature of the improvements and what part or proportion of the expenses thereof shall be paid by special assessment and what part, if any, shall be paid by the general funds of the city, and shall designate the district or lands and premises upon which the special assessment shall be levied.

Sec. 4. - Estimates of expenses; plat and diagram; notice of meeting, etc.

Before ordering any public improvements or repairs, any part of the expenses of which is to be defrayed by special assessment, the Council shall cause estimates of the expense thereof to be made, and also plat and diagram, when practicable, of the work and of the locality to be improved, and deposit the same with the Clerk for public examination, and they shall give notice thereof, and of the proposed improvements, and of the district to be assessed, and of the time and place when the Council will meet and consider any objections thereto, by publication at least once five days prior to such meeting, in a newspaper published and circulating in the city.

**Editor's note—**

MCL 211.741 et seq., MSA 5.3534(1) et seq., provide for notice of special assessment hearings in addition to all other laws requiring notice by publication or posting.

Sec. 5. - Resolution directing pro rata assessment.

When any special assessment is to be made pro rata upon the lots and premises in any special assessment district, according to frontage or benefits, the Council shall by resolution, direct the same to be made by the Assessor, and shall state therein the amount to be assessed and whether according to frontage or benefits, and describe or designate an assessment district comprising the lands to be assessed.

Sec. 6. - Preparation of assessment roll.

Upon receiving such orders and directions the Assessor shall make out an assessment a roll, entering and describing therein all the lots, premises and parcels of land to be assessed, with the names of the persons, if known, chargeable with the assessment thereon, and shall levy thereon and against such property the amount to be assessed, in the manner directed by the Council and provisions of this Charter applicable to the assessment. In all cases where the ownership of any description is unknown to the Assessor, he shall, in lieu of the name of the owner, insert the word "Unknown" and if by mistake or otherwise any person shall be improperly designated as the owner of any lot or parcel of land or premises, or if the same shall be assessed without the name of the owner, or the name of a person other than the owner, such assessment shall not for any such cause be vitated, but shall in all respects be as valid upon and against such lot, parcel of land or premises, as though assessed in the name of the proper owner, and when the assessment shall have been confirmed it shall be a lien on such a lots parcel of land or premises, and collected as in this Charter provided.

Sec. 7. - Report of assessment roll.

If the assessment is required to be according to frontage the Assessor shall assess to each lot or parcel of land such relative portion of the whole amount to be levied as the length or front of such premises abutting upon the improvement bears to the whole frontage of all lots to be assessed, unless on account of the shape or size of any lot, an assessment for a different number of feet would be more equitable. If the assessment is directed to be according to benefits they shall assess upon each lot such relative portion of the whole sum to be levied as shall be proportionate to the estimated benefits resulting to such lot from the improvement. When he shall have completed the assessment roll he shall report the same to the Council. Such report shall be signed by the Assessor and may be in the form of a certificate, endorsed on the assessment roll, as follows:

"State of Michigan

ss

City of Escanaba,

TO THE COUNCIL OF THE CITY OF ESCANABA:

I hereby certify and report that the foregoing is a special assessment roll and the assessment made by me, pursuant to a resolution of the Council of the said city, adopted on the ;#rule; day of ;daterule; A.D. 19\_\_\_\_\_, for the purpose of paying that part of the cost which the Council decided should be paid and borne by special assessment for the (insert here object of the assessment) and in making such assessment I have, as near as may be according to my best judgment, conformed in all things to the direction contained in the resolution of the Council hereinbefore referred to, and the Charter of the city, relating to such assessment.

Dated,

\_\_\_\_\_  
Assessor".

Sec. 8. - Single lot assessment.

When any expense shall be incurred by the city upon or in respect to any separate or single lot, parcel of land or premises which, by the provisions of this Charter, the Council is authorized to charge and collect as a special assessment against the same, and not being that class of special assessments required to be made pro rata upon several lots or parcels of land in a special assessment district, on account of the labor,

material or services, for which such expense was incurred, verified by the Manager, with a description of the lot or premises upon or in respect to which the expense was incurred, and the name of the owner or person, if known, chargeable therewith, shall be reported to the Council in such manner as they shall prescribe. The provisions of the preceding section of this chapter with reference to special assessments generally, and the proceedings necessary to be had before making the improvements, shall not apply to assessments to cover the expenses incurred, in respect to that class of improvements contemplated in this section.

Sec. 9. - Council determination as to expenses charged.

The Council shall determine what amount or part of every such expense shall be charged, and the person, if known, against whom, and the premises upon which the same shall be levied as a special assessment, and as often as the Council shall deem it expedient they shall require all of the several amounts so reported and determined, and the several lots or premises, and the persons chargeable therewith, respectively, to be reported by the Clerk to the Assessor, for assessment.

Sec. 10. - Levy on each lot.

Upon receiving the report mentioned in the preceding section, the Assessor shall make a special roll and levy as a special assessment therein, upon each lot or parcel of land so reported to him and against the person chargeable therewith, if known, the whole amount or amounts of all the charges so directed as aforesaid, to be levied upon each of such lots or premises respectively, and when completed he shall report the assessment to the Council, and all the several assessments shall be kept separated.

Sec. 11. - Filing of assessment in clerk's office; notice of meeting.

When any special assessment roll shall be reported by the Assessor to the Council, as in this Charter directed, the same shall be filed in the office of the Clerk and numbered consecutively. Before adopting such assessment roll, the Council shall cause five days notice to be published in some newspaper of the city, of the filing of the same with the Clerk, and appointing a time when the Council and the Assessor will meet to review said assessment. Any person objecting to the assessment may file his objections thereto in writing with the Clerk. The notice provided for in this section may be addressed to the persons whose names appear upon the special assessment roll and to all others interested therein, and may be in the following form:

"NOTICE OF SPECIAL ASSESSMENT

To (insert the names of the persons against whom the assessment appears) and to all other persons interested:

TAKE NOTICE, That the roll of the special assessment heretofore made by the Assessor for the purpose of defraying that part of the cost which the Council decided should be paid and borne by special assessment for the (insert the object of the assessment and the locality of the proposed improvement in general terms) is now on file in my office for public inspection. Notice is also given that the Council and the Assessor of the city of Escanaba will meet at the City Hall in said city on ;daterule; to review said assessment, at which time and place opportunity will be given all persons interested to be heard.

Date \_\_\_\_\_

assessment district where the same are made, that it shall be lawful, and the Council is hereby directed and authorized to cause to be made a reassessment upon all the property in said local assessment district to pay for such improvements and to continue requiring such reassessments until a valid and sufficient assessment shall have been made.

Sec. 18. - Nothing shall impair lien.

No judgment or decree, nor any act of the Council vacating a special assessment, shall destroy or impair the lien of the city upon the premises assessed, for such amount of the assessments as may be equitably charged against the same, or, as by a regular mode of proceeding might have been lawfully assessed thereon.

Sec. 19. - Levy; tax roll.

Whenever any special assessment shall be confirmed and be payable, the Council may direct the Clerk to report to the Assessor a description of such lots and premises as are contained in said roll, with the amount of the assessment levied upon each and the name of the owner or occupant against whom the assessment was made, and direct said Assessor to levy the several sums so assessed respectively. The Assessor shall levy the sum therein mentioned upon the respective lots and premises to which they are specially assessed, and against the persons chargeable therewith, as a tax, in the general tax roll next thereafter to be made, in a column for special assessments, and thereupon the amount so levied in said tax roll shall be enforced and collected with the other taxes in the tax roll and in the same manner, and shall continue to be a lien upon the premises assessed until paid, and when collected, shall be paid into the City Treasury.

Sec. 20. - Collection directly.

Whenever any special assessment shall be confirmed and be payable as hereinbefore provided, the Council, instead of requiring assessments to be reported to the Assessor, as provided in the preceding section, may direct the assessment so made in the special assessment roll to be collected directly therefrom, and thereupon the Clerk shall attach his warrant to a certified copy of said special assessment roll, therein commanding the Treasurer to collect from each of the persons assessed in said roll the amount of money assessed to and set opposite his name therein, and in case any person named in said roll shall neglect or refuse to pay his assessment, upon demand, then to levy and collect the same by distress and sale of the goods and chattels of such person and return said roll and warrant, together with his doing thereon, within sixty days from the date of such warrant.

Sec. 21. - Seizure and levy upon personal property for failure to pay.

Upon receiving said special assessment roll and warrant, the Treasurer shall proceed to collect the amount assessed therein. If any person shall neglect or refuse to pay his assessment upon demand, the Treasurer shall seize and levy upon any personal property found within the city or elsewhere within the state of Michigan, belonging to such person and sell the same at public auction, first giving six days notice of the time and place of such sale, by posting such notice in three public places in the city or township where such property may be found. The proceeds of such sale, or so much thereof as may be necessary for that purpose, shall be applied to the payment of the assessment, the costs and expenses of seizure and sale, and the surplus, if any, shall be paid to the person entitled thereto.

Sec. 22. - Return of assessment roll with list of delinquent persons.

The Treasurer shall make return of said assessment roll and warrant to the Clerk, according to the requirements of the warrant, and if any of the assessments in said roll shall be returned unpaid, the Treasurer shall attach to his return a statement, verified by affidavit, containing a list of the persons delinquent and a description of the lots and premises upon which the assessment remains unpaid, and the amount unpaid by each.

Sec. 23. - Removal of warrants; certification of unpaid assessments for tax roll.

Said warrant may be renewed from time to time by the Clerk, if the Council shall so direct, and for such time as they shall determine, and during the time of such renewals the warrant shall have the same force and the Treasurer shall perform the same duties and make the like returns as above provided. In case any assessment shall be finally returned by the Treasurer unpaid, as aforesaid, the name shall be certified to the Assessor in the manner provided in Section 19 of this chapter, and shall then be levied, together with the penalty of ten percent of the amount of said assessment, in the next tax roll, and be collected and paid in all respects as provided in Section 19 of this chapter.

Sec. 24. - Collection by suit.

At any time after a special assessment has become payable, the same may be collected by suit, in the name of the city, against the person assessed, in an action of assumpsit in any court having jurisdiction of the amount. In every such action a declaration upon the common counts for money paid shall be sufficient. The special assessment roll and a certified order or resolution confirming the same shall be prima facie evidence of the regularity of all the proceedings in making the assessment, of the whole amount due, and of the right of the city to recover judgment therefor.

Sec. 25. - Expenses charged despite improper assessment.

If in any such action it shall appear that by reason of any irregularities or informalities, the assessment has not been properly made against the defendant, or upon the lot or premises a sought to be charged, the court may nevertheless, on satisfactory proof that expenses have been incurred by the city which are a proper charge against the defendant or the lot or premises in question, render judgment for the amount properly chargeable against such defendant, or upon such lots or premises.

Sec. 26. - Assessments for cleaning sidewalks.

If the owner or occupant of any lot or premises shall fail to remove the snow, ice and filth from the sidewalk upon which such property abuts, or to remove and keep the same from obstruction, encroachments, incumbrances or other nuisances, or fail to perform any other duties required by the city in respect to such sidewalks or the premises of any person, within such time and in such manner as the city shall require, the city may cause the same to be done, and the expenses or such part thereof as the city shall have determined, together with a penalty of ten per centum, may be charged and collected as a special assessment against such property as in this Charter provided.

Sec. 27. - Credit to separate funds; refunds.

Revenues and moneys raised by taxation in every special assessment district in the city, shall be credited to separate special assessment funds, and money so raised shall be used solely for the purpose specified. Provided; if there be a surplus after paying for the specified improvements, such surplus shall be refunded pro rata, as follows: By refund where the tax has been paid in full; and by credit on the assessment roll where the tax has not been fully paid.

\_\_\_\_\_  
City clerk"

**Editor's note—**

MCL 211.741, MSA 5.3534(1), supersedes any Charter requirements for mailing notice of special assessment hearings.

**Sec. 12. - Review of assessment roll; confirmation.**

At the time and place appointed for the purpose as aforesaid, the Council and Assessor, shall meet and there, or at some adjourned meeting, review the assessment roll, and shall hear any objections to any assessments which may be made by any person deeming himself aggrieved thereby, and the Council may correct said roll as to any assessment, or description of premises appearing therein, and may confirm it as reported, or as corrected, or they may refer the assessment back to the Assessor for revisions, or annul it and direct a new assessment, in which case the same proceeding shall be held as in respect to the previous assessment. When a special assessment shall be confirmed the Clerk shall make an endorsement upon the roll, showing the date of confirmation.

**Editor's note—**

MCL 211.741, MSA 5.3534(1), supersedes any Charter requirements for mailing notice of special assessment hearings.

**Sec. 13. - Confirmation of assessment roll is final.**

When any special assessment roll shall be confirmed by the Council it shall be final and conclusive.

**Sec. 14. - Lien on land assessed.**

All special assessments shall, from the date of confirmation thereof, constitute a lien upon the respective lots or parcels of land assessed, and shall be a charge against the respective owners of the several parcels as assessed until paid.

**Sec. 15. - Installments; interest.**

Upon the confirmation of any special assessment, the amount thereof may be divided into not more than five installments, one of which shall be collected each year, at such times as the Council shall determine, with annual interest at a rate not exceeding six percent per annum, but the whole assessment after confirmation may be paid to the City Treasurer at any time in full, with the accrued interest thereon, provided that no interest shall be charged until twenty days after confirmation.

**Sec. 16. - Due upon confirmation.**

All special assessments, except such installments thereof as the Council shall make payable at a future time, as provided in the preceding section, shall be due and payable upon confirmation.

**Sec. 17. - Reassessments.**

In all cases of special assessments of any kind against any property where such assessments have failed to be valid in whole or in part, the Council shall be and they are hereby authorized to cause to be re-assessed such special taxes or assessments, and to enforce their collection, and it is further provided that whenever for any cause, mistake or inadvertence, the amount assessed shall not be sufficient to pay the cost of such improvements made and enjoined on the property, or on the owners of property in the local

No. 26th St

**PLANNING COMMISSION MEETING  
ESCANABA, MICHIGAN  
February 11, 2016**

A meeting of the Escanaba Planning Commission was held on Thursday, February 11, 2016, at 6:00 p.m. in Room C101 at City Hall, 410 Ludington Street, Escanaba, MI 49829.

**PRESENT:** Chairperson Patrick Connor, Vice-Chairperson Kel Smyth, Secretary Roy Webber, Commissioner James Hellerman, Commissioner Christine Williams, Commissioner Morley Diment, and Commissioner Paul Caswell.

**ALSO PRESENT:** City Manager Jim O'Toole, City Council Liaison Ron Beauchamp, Executive Assistant Buffy L. Smith, City Engineer Bill Farrell, and CUPPAD Community Planner Anne Milne.

**ABSENT:** Commissioner Brian Black and Commissioner Tom Warstler

Chairperson Connor called the meeting to order at 6:00 p.m.

**ROLL CALL**

Executive Assistant Buffy L. Smith conducted the roll call.

**APPROVAL/CORRECTION OF THE JANUARY 14, 2016 PLANNING COMMISSION MEETING MINUTES**

A motion was made by Vice-Chairperson Kel Smyth, seconded by Commissioner Hellerman, to approve the January 14, 2016 Planning Commission meeting minutes as submitted. Ayes were unanimous.

**APPROVAL/ADJUSTMENTS TO THE AGENDA**

A motion was made by Commissioner Hellerman, seconded by Commissioner Diment, to approve the February 11, 2016 Planning Commission agenda as submitted. Ayes were unanimous.

**CONFLICT OF INTEREST DECLARATIONS**

None.

**UNFINISHED BUSINESS**

None.

**PUBLIC HEARING**

None.

**NEW BUSINESS**

- 1. Review – Special Assessment Petition Process for Street Construction – North 26<sup>th</sup> Street Between 3<sup>rd</sup> Avenue North and 6<sup>th</sup> Avenue North:

X

City Manager Jim O'Toole stated administration will review the special assessment petition process being utilized for the construction of North 26<sup>th</sup> Street, which is being installed between 3<sup>rd</sup> Avenue North and 6<sup>th</sup> Avenue North. The purpose of the review is to advise the petitioning property owners of the process that is used in the City.

City Manager Jim O'Toole stated a copy of the Good Will Co., Inc. (Meijer Store) petition, which was signed by 100% of the property owners, is presented for review (see attached).

City Engineer Bill Farrell explained an overview of the project, which includes water, sewer, storm sewer, a gutter, thirty (30) feet of asphalt road, and a flare for an entrance, left turn and right turn. He is working with the designing engineer to meet City specifications for utilities, roadways, and access points. Bill Farrell commented that the \$350 per foot rate stated in the petition is a number that was based off the engineers estimate and will probably fluctuate with construction.

City Manager Jim O'Toole questioned Bill Farrell regarding the special assessment. Once the assessment is complete, who will build it and what will their role be in the City.

City Engineer Bill Farrell stated the Meijer's Store will be responsible for the construction. He stated the work for road, water, and sewer will be publicly bid separate from the Meijer's Store project. The City will have oversight, receiving daily reports and testing results, with the road and utilities when it's being done.

Commissioner Paul Caswell questioned if on North 26<sup>th</sup> Street there will be an opening to the East. Bill Farrell replied currently there are no planned curb cuts.

Commissioner Patrick Connor questioned if the Meijer's Store will build the road to the City's specifications. Bill Farrell replied they will. Jim O'Toole added that the Meijer's Store is using the special assessment process to pay for their work.

Commissioner Hellerman questioned what expense the City is responsible for. City Manager Jim O'Toole stated there is an upfront expense for the City. Money from the Urban Development Action Grant (UDAG) will be transferred into the street fund to pay for this project. The City will do a special assessment and the Urban Development Action Grant (UDAG) will be re-paid in full during a five (5) year period by the property owners.

City Engineer Bill Farrell stated the City owns from the curb line to 3<sup>rd</sup> Avenue North and the curb line to 6<sup>th</sup> Avenue North and is responsible for the work in this section based on the same \$350/foot estimate.

City Manager Jim O'Toole stated the road will be considered a City street, will be enrolled into the City system for funding, and be included in the Master Plan.

City Manager Jim O'Toole stated this project will be included in the Capital Improvement Plan and will be presented before the Planning Commission in March.

**2. Approval – Community Participation Plan – Redevelopment Ready Communities Program:**

City Manager Jim O'Toole stated administration will review a draft Community Participation Plan with the Planning Commission and public. The plan is an essential tool for outlining how elected officials, appointed officials, and boards and commissions engage the public throughout a



MEMORANDUM

TO: Jim O'Toole, City Manager

FROM: Bill Farrell, City Engineer

DATE: 4/29/2016

RE: Special Assessment for 20 foot wide chip – seal paved street without curb and gutter on 20th Avenue South from Lakeshore Drive to 746.84 feet West

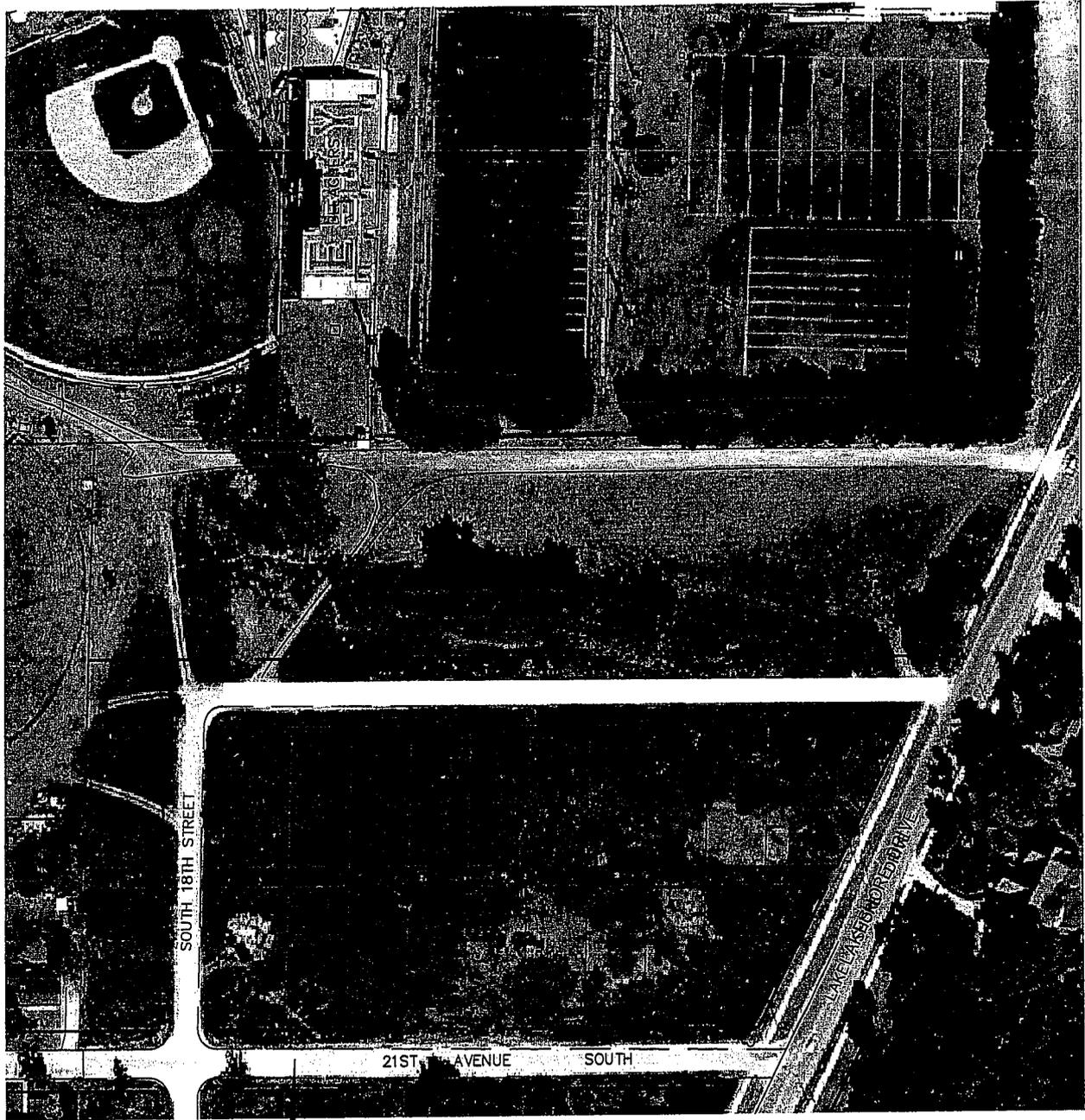
The City of Escanaba was approached by a property owner along the ROW of 20th Avenue South. There are five (5) property owners along the project. Of the five (5) property owners three (3) signed the petition, which equates to 51.1% of the property owners by linear feet of frontage. The project was also included in the proposed FY1617 budget. Following the City of Escanaba Special Assessment Policy, the project was brought before the Planning Commission for approval. The Planning Commission recommended approval on March 10, 2016.

The City Special Assessment Policy States: "Once included in the budget, but prior to the commencement of any petitioned improvements, a public hearing on the proposed improvements will be conducted before the City Council. Should the City Council recommend the proposed improvement move forward at the public hearing, a second public hearing will take place on the proposed special assessments. If the City Council approves both the proposed improvements and the special assessments, the work shall commence within the budgeted year."

Therefore, I'm requesting the City Council set a public hearing on the proposed improvement for May 19, 2016. Also, if the improvement is approved at that hearing, I'm requesting the City Council set a public hearing on the proposed special assessment for June 2, 2016.

The City portion of the project by linear frontage is approximately \$3,250. The City of Escanaba DPW would do the prep and grading work with chip-seal contracted with the Delta County Road Commission. We would address the drainage issues at the corner of 18<sup>th</sup> and berm the end to try and stop traffic from using 20<sup>th</sup> Ave to access the athletic field complex. Also proposed would be blocking of 18<sup>th</sup> Street and Making 20<sup>th</sup> Ave. a dead end.

NB 34 CC 5/15/16



Scale: NA

20th Avenue South Chipseal Limits  
Lakeshore Drive west to South 18th Street

**CITY OF ESCANABA**

410 LUDINGTON ST. ESCANABA, MICH. 49829 (906) 786-9402



DATE:  
02/18/2016

SCALE:  
NA

DRWG. NO.:  
NA

Jim O'Toole stated a pre-site meeting with City administration and MDOT for the Library addition was conducted on March 2<sup>nd</sup>. There will not be any additional impacts on parking, traffic, or access on/off the property.

2074 Ave So.

Bay College representative Christine Williams explained the location of the Library addition, which will be built into the current courtyard area (Section A on the attached). The previous Library (Sections B and C) will be repurposed for academic support to reunite all services in one central area instead of being split between several locations on campus.

**A motion was made by Vice-Chairperson Smyth, seconded by Secretary Webber, to approve the Bay College Library addition site plan as submitted. Ayes were unanimous with Commissioner Warstler and Commissioner Williams abstaining from the record.**

2. Special Assessment Project Review – South 22<sup>nd</sup> Street from 18<sup>th</sup> Avenue South to 494.81 Feet South – 22 Foot Wide Chip and Seal Paved Street Without Curb and Gutter:

Jim O'Toole stated administration will review the special assessment petition process being utilized to improve South 22<sup>nd</sup> Street from 18<sup>th</sup> Avenue South to 494.81 feet south. The purpose of the review is to advise the impacted property owners of the process that will be used by the City to special assess the costs associated with the project.

Jim O'Toole stated this project was presented on a special assessment request. More than 50% of the property owners petitioned the City of Escanaba to make this improvement. Currently the road is gravel. The improvement has been included in the upcoming budget. Impacted property owners will be assessed over five (5) years to pay for this project. Work will be completed after July 1<sup>st</sup>. This project will also advance to two (2) other hearings before City Council.

Bill Farrell said the drainage at the end of the street is poor. A lot of water pools at the end of the road during the Spring. The road is low from being graded numerous in the past and will be raised. A double chip and seal will be applied on top eliminating dust and the need for road maintenance.

Cyndi Veaser, 2001 South 22<sup>nd</sup> Street, stated she is in favor of this project. The level of the road is low from being graded numerous times and there are a lot of potholes on the road. Driving on this road will be much better once the project is complete. She supports the project.

3. Special Assessment Project Review – 20<sup>th</sup> Avenue South From Lakeshore Drive to 746.84 Feet West – 20 Foot Wide Chip and Seal Paved Street Without Curb and Gutter:

Jim O'Toole stated administration will review the special assessment petition process being utilized to improve 20<sup>th</sup> Avenue South from Lakeshore Drive to 746.84 feet west. The purpose of the review is to advise the impacted property owners of the process that will be used by the City to special assess the costs associated with the project.

Jim O'Toole stated this project was presented on a special assessment request. More than 50% of the property owners (the majority of ownership of linear feet) petitioned the City of Escanaba to make this improvement. Currently the road is gravel. The improvement has been included in the upcoming budget. Impacted property owners will be assessed over five (5) years to pay for this project. Work will be completed after July 1<sup>st</sup>. This project will also advance to two (2) other hearings before City Council.

X Bill Farrell stated the road will be raised due to the low level from grading. A double chip and seal will be applied on top eliminating dust and the need for road maintenance. Additionally with this project, 18<sup>th</sup> Avenue South will be eliminated because of the traffic in the area. This change has been discussed with the surrounding property owners. Also, there is a short cut heading to the Athletic Field which will be eliminated so future driving on this cut across will not be possible.

4. **2016-2021 Planning Commission Capital Improvement Plan:**

Jim O'Toole stated that annually the Planning Commission prepares a Capital Improvement Plan (CIP) for the evaluation and identification of capital infrastructure projects in need of renovation, repair, and/or constructions for the upcoming fiscal year. A public hearing on the proposed plan will take place.

Jim O'Toole stated the Capital Improvement Plan (CIP) is a requirement of the budget process. The CIP helps put future projects in place should funds become available. He stated the budget will be released to City Council on March 25, 2016 12:00 p.m. Noon.

Jim O'Toole discussed the Capital Improvement Plan recommended projects (attached) with the opinion of cost, the fund the projects apply to, and the requested budgeted amount as of this evening (subject to change). All 2016-2017 project items discussed will be completed after July 1<sup>st</sup>. All CIP projects are accurate as listed with a few revisions as noted below:

- Item #1 – General Resurfacing and Curb Repair City Wide – Major Streets: Revision of the requested budgeted amount of \$100,000. Currently targeted at \$80,000.
- Item #3 – Ludington Street Resurfacing, Ramps and Curb Repair – 14<sup>th</sup> Street to Stephenson Avenue: The requested budgeted amount of \$275,000 is reduced to \$160,000. The DDA is funding this project. Driving lanes will be re-done only.
- Item #6 – General Resurfacing and Curb Repair City Wide – Local Streets: Removal of this item. It is a duplicate.
- Item #7 – Construct North 26<sup>th</sup> Street Connecting 3<sup>rd</sup> Avenue North With 6<sup>th</sup> Avenue North: A breakdown of costs is needed to show the City match. Construction is being completed with the building of the new Meijer Store. The City will pay for this project under the UDAG fund and the property owners will be special assessed for the costs with the money being returned back to the UDAG fund at 6%.

Bill Farrell updated the Planning Commission board members on the Meijer's Store. Recently a meeting was conducted on March 2<sup>nd</sup> with Meijer's. Discussion included the special assessment, the next two (2) hearings scheduled in May, when they would be able to bid out the project with the hopes of having a contractor ready for July 1<sup>st</sup>, testing, permitting, insurance, bonding of the contractor, daily reports, bidding requirements, labor rates, retainage, certified payrolls, and as-builts plans. In April, Meijer's will be clearing trees, a construction trailer will be set up the end of April, road work is targeted to start July 1<sup>st</sup>, and the fall of 2016/early Summer of 2017 is the targeted road paving timeframe. The main goal is to get the outside structure/frame built by November so the interior can be worked on throughout the winter months. Opening date is targeted for some-time in 2017.

Jim O'Toole added once the project is complete, the funds will roll into the Street Act 51 fund. He also stated Meijer's obtained their foundation building permit from Delta County.

Jim O'Toole continued discussion on the list of Capital Improvement Plan projects with no changes to items #8 to #16.

**PETITIONER:** James Baxter  
 1615 20<sup>th</sup> Avenue South  
 Escanaba, MI 49829

\_\_\_\_\_  
 Date Received From Clerk

\_\_\_\_\_  
 Date Presented to Clerk

**SPECIAL ASSESSMENT PETITION  
 FOR STREET IMPROVEMENTS**

To: The Escanaba City Council

Council Members:

We, the undersigned property owners, hereby petition your honorable body for the construction of a **20 foot wide chip - seal paved street without curb and gutter on 20<sup>th</sup> Avenue South from Lakeshore Drive to 746.84 feet West.**

We understand the charges for this work will be based on a special assessment rate applicable at the time the City of Escanaba budget is prepared and the public hearings held. We further understand the current rate of \$26.50 per front foot for the specified type improvements is advisory and subject to change prior to the public hearings on the assessment and that the special assessment may be payable in annual installments as shown, plus interest at six percent (6%) per year on the unpaid balance:

<u>Amount of Assessment</u>	<u>Year</u>
Less than \$100	1
\$101 to \$200	2
\$201 to \$300	3
\$301 to \$400	4
\$401 and over	5

PROPERTY ADDRESS	FRONTAGE (FT)	TOTAL COST	OWNER	SIGNATURE
1 2100 Lakeshore Drive	234.7	\$6,219.55	Anthony Kamerschen	_____
2 1615 20th Avenue South	150	\$3,975.00	James Baxter	_____
3 1701 20th Avenue South	100	\$2,650.00	Greg Haslow	_____
4 1705 20th Avenue South	100	\$2,650.00	Paul LaChance	_____
5 1719 20th Avenue South	100	\$2,650.00	Daniel Phalen	_____

Improvement will be based on input and recommendation of the Planning Commission for their Capital Improvement Plan and subject to City Council review and inclusion in the 2016-2017 budget.

✓ 684.7 Total Ft.  
 (\$1.1%) 350 Signed  
 334.7 Did Not Sign

TDF  
 02/05/16



February 19, 2016

ESCANABA PLANNING COMMISSION  
ESCANABA MICHIGAN 49829

RE: Proposed Special Assessment Street Improvement Project Review – 20<sup>th</sup> Avenue South  
from Lakeshore Drive West.

Dear Property Owner/Occupant:

A regular scheduled meeting of the Escanaba Planning Commission has been scheduled for March 10, 2016, at 6:00 p.m. at the Escanaba City Hall, 410 Ludington Street. The following item will be on the agenda:

**Review – Proposed Special Assessment Street Improvement Project Review –  
20 foot wide chip/seal street without curb and gutter. 20<sup>th</sup> Avenue South  
from Lakeshore Drive to 746.84 feet West.**

You are cordially invited to attend this meeting should you have any interest in this project, questions, or comments. If you have comments, but are unable to attend this meeting, please submit your written comments to the City of Escanaba Planning Commission prior to March 10, 2016. All written and signed comments will be read into the public record.

The City of Escanaba will provide all necessary, reasonable aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting to individuals with disabilities at the meeting/hearing upon five (5) days notice to the City of Escanaba. Individuals with disabilities requiring auxiliary aids or services should contact the City of Escanaba by writing or calling the City of Escanaba at (906) 786-9402. A copy of the various referenced plans can be viewed at City Hall, Second Floor, 410 Ludington Street, Escanaba, MI, Monday through Friday, 7:30 a.m. to 4:00 p.m.

Sincerely,

Patrick Connor, Chairperson  
Escanaba Planning Commission

**PROOF OF SERVICE – MAILING**  
This document was enclosed in sealed envelope, first class postage fully prepaid, and deposited in the U.S. Government Mail.  
  
Addressee(s): Assessed Property Owner/Occupant  
Impacted By Special Assessment  
  
Mailing Date: February 19, 2016

**Mission Statement:**



Enhancing the enjoyment and livability of our community by providing quality municipal services to our citizens.  
*The City of Escanaba is an equal opportunity employer and provider.*

Anthony Kamerschen  
2100 Lakeshore Drive  
Escanaba, MI 49829

James Baxter  
1615 20<sup>th</sup> Avenue South  
Escanaba, MI 49829

Greg & Mary Haslow  
1701 20<sup>th</sup> Avenue South  
Escanaba, MI 49829

Paul LaChance  
1705 20<sup>th</sup> Avenue South  
Escanaba, MI 49829

Daniel Phalen  
1719 20<sup>th</sup> Avenue South  
Escanaba, MI 49829

All  
Addresses  
Confirmed

\*  
Envelopes w/  
labels are  
ready for mailing  
out tomorrow

MEMORANDUM

TO: Jim O'Toole, City Manager

FROM: Bill Farrell, City Engineer

DATE: 4/29/2016

RE: Special Assessment for 22 foot wide chip – seal paved street without curb and gutter on South 22nd Street from 18th Avenue South to 494.81 feet South

The City of Escanaba was approached by a property owner along the ROW of South 22<sup>nd</sup> Street. There are eight (8) property owners along the project. Of the eight (8) property owners six (6) signed the petition, which equates to 52.98% of the property owners by linear feet of frontage. The project was also included in the proposed FY1617 budget. Following the City of Escanaba Special Assessment Policy, the project was brought before the Planning Commission for approval. The Planning Commission recommended approval on March 10, 2016.

The City Special Assessment Policy States: "Once included in the budget, but prior to the commencement of any petitioned improvements, a public hearing on the proposed improvements will be conducted before the City Council. Should the City Council recommend the proposed improvement move forward at the public hearing, a second public hearing will take place on the proposed special assessments. If the City Council approves both the proposed improvements and the special assessments, the work shall commence within the budgeted year."

Therefore, I'm requesting the City Council set a public hearing on the proposed improvement for May 19, 2016. Also, if the improvement is approved at that hearing, I'm requesting the City Council set a public hearing on the proposed special assessment for June 2, 2016.

The City portion of the project by linear frontage is approximately \$645. The City of Escanaba DPW would do the prep and grading work with chip-seal contracted with the Delta County Road Commission. We would address the drainage issues at the south end of South 22<sup>nd</sup> Street by lifting the road up and creating infiltration areas possibly including a pair of dry wells.

*Handwritten notes:* 4/18/16 S. 22nd St



South 22nd Street Chip Seal Limits  
18th Avenue South Southerly

DATE:  
02/18/2016

SCALE:  
NA

**CITY OF ESCANABA**

410 LUDINGTON ST. ESCANABA, MICH. 49829 (906) 786-9402



DRWG. NO.:  
NA

Jim O'Toole stated a pre-site meeting with City administration and MDOT for the Library addition was conducted on March 2<sup>nd</sup>. There will not be any additional impacts on parking, traffic, or access on/off the property.

South 22<sup>nd</sup> St

Bay College representative Christine Williams explained the location of the Library addition, which will be built into the current courtyard area (Section A on the attached). The previous Library (Sections B and C) will be repurposed for academic support to reunite all services in one central area instead of being split between several locations on campus.

**A motion was made by Vice-Chairperson Smyth, seconded by Secretary Webber, to approve the Bay College Library addition site plan as submitted. Ayes were unanimous with Commissioner Warstler and Commissioner Williams abstaining from the record.**

**2. Special Assessment Project Review – South 22<sup>nd</sup> Street from 18<sup>th</sup> Avenue South to 494.81 Feet South – 22 Foot Wide Chip and Seal Paved Street Without Curb and Gutter:**

Jim O'Toole stated administration will review the special assessment petition process being utilized to improve South 22<sup>nd</sup> Street from 18<sup>th</sup> Avenue South to 494.81 feet south. The purpose of the review is to advise the impacted property owners of the process that will be used by the City to special assess the costs associated with the project.

Jim O'Toole stated this project was presented on a special assessment request. More than 50% of the property owners petitioned the City of Escanaba to make this improvement. Currently the road is gravel. The improvement has been included in the upcoming budget. Impacted property owners will be assessed over five (5) years to pay for this project. Work will be completed after July 1<sup>st</sup>. This project will also advance to two (2) other hearings before City Council.

Bill Farrell said the drainage at the end of the street is poor. A lot of water pools at the end of the road during the Spring. The road is low from being graded numerous in the past and will be raised. A double chip and seal will be applied on top eliminating dust and the need for road maintenance.

Cyndi Veaser, 2001 South 22<sup>nd</sup> Street, stated she is in favor of this project. The level of the road is low from being graded numerous times and there are a lot of potholes on the road. Driving on this road will be much better once the project is complete. She supports the project.

**3. Special Assessment Project Review – 20<sup>th</sup> Avenue South From Lakeshore Drive to 746.84 Feet West – 20 Foot Wide Chip and Seal Paved Street Without Curb and Gutter:**

Jim O'Toole stated administration will review the special assessment petition process being utilized to improve 20<sup>th</sup> Avenue South from Lakeshore Drive to 746.84 feet west. The purpose of the review is to advise the impacted property owners of the process that will be used by the City to special assess the costs associated with the project.

Jim O'Toole stated this project was presented on a special assessment request. More than 50% of the property owners (the majority of ownership of linear feet) petitioned the City of Escanaba to make this improvement. Currently the road is gravel. The improvement has been included in the upcoming budget. Impacted property owners will be assessed over five (5) years to pay for this project. Work will be completed after July 1<sup>st</sup>. This project will also advance to two (2) other hearings before City Council.

3

**PETITIONER:** Molly Lancour  
1916 South 22nd Street  
Escanaba, MI 49829

\_\_\_\_\_  
Date Received From Clerk

\_\_\_\_\_  
Date Presented to Clerk

**SPECIAL ASSESSMENT PETITION  
FOR STREET IMPROVEMENTS**

To: The Escanaba City Council

Council Members:

We, the undersigned property owners, hereby petition your honorable body for the construction of a 22 foot wide chip - seal paved street without curb and gutter on South 22<sup>nd</sup> Street from 18<sup>th</sup> Avenue South to 494.81 feet South.

We understand the charges for this work will be based on a special assessment rate applicable at the time the City of Escanaba budget is prepared and the public hearings held. We further understand the current rate of \$15.50 per front foot for the specified type improvements is advisory and subject to change prior to the public hearings on the assessment and that the special assessment may be payable in annual installments as shown, plus interest at six percent (6%) per year on the unpaid balance:

<u>Amount of Assessment</u>	<u>Year</u>
Less than \$100	1
\$101 to \$200	2
\$201 to \$300	3
\$301 to \$400	4
\$401 and over	5

PROPERTY ADDRESS	FRONTAGE (FT)	TOTAL COST	OWNER	SIGNATURE
1 2237 18th Avenue South	140	\$2,170.00	Casey Schroeder	_____
2 1910 South 22nd Street	59	\$914.50	Nelson Smith	_____
3 1916 South 22nd Street	75	\$1,162.50	Molly Lancour	<i>Molly Lancour</i>
4 1920 South 22nd Street	100	\$1,550.00	William Rogers	_____
5 1930 South 22nd Street	100	\$1,550.00	John Economopoulos	_____
6 2135 South 22nd Street	316	\$4,898.00	Clarence Seymour	_____
7 2001 South 22nd Street	158	\$2,449.00	Wade Veesser	_____
8 2005 South 22nd Street	22	\$341.00	Bryan Lamarch	_____

Improvement will be based on input and recommendation of the Planning Commission for their Capital Improvement Plan and subject to City Council review and inclusion in the 2015-2016 budget.

(2)

**PETITIONER:** Molly Lancour  
1916 South 22nd Street  
Escanaba, MI 49829

Date Received From Clerk

Date Presented to Clerk

**SPECIAL ASSESSMENT PETITION  
FOR STREET IMPROVEMENTS**

To: The Escanaba City Council

Council Members:

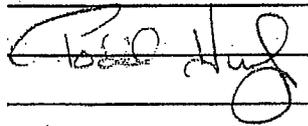
We, the undersigned property owners, hereby petition your honorable body for the construction of a **22 foot wide chip - seal paved street without curb and gutter on South 22<sup>nd</sup> Street from 18<sup>th</sup> Avenue South to 494.81 feet South.**

We understand the charges for this work will be based on a special assessment rate applicable at the time the City of Escanaba budget is prepared and the public hearings held. We further understand the current rate of **\$15.50** per front foot for the specified type improvements is advisory and subject to change prior to the public hearings on the assessment and that the special assessment may be payable in annual installments as shown, plus interest at six percent (6%)

PROPERTY ADDRESS	FRONT FEET	ASSESSMENT	OWNER
1 2237 18th Avenue South	140		
2 1910 South 22nd Street	59 ✓		
3 1916 South 22nd Street	75 ✓		
4 1920 South 22nd Street	100 ✓		
5 1930 South 22nd Street	100 ✓		
6 2135 South 22nd Street	316 ✓		
7 2001 South 22nd Street	158 ✓		
8 2005 South 22nd Street	22 ✓		
	<u>970</u>		
		\$1,162.50	Molly Lancour
		\$1,550.00	William Rogers
		\$1,550.00	John Economopoulos
		\$4,898.00	Clarence Seymour
		\$2,449.00	Wade Veaser
		\$341.00	Bryan Lamarch

Total Signed: 514  
 Not Signed: 456  
 $\frac{514}{970} = 52.98\%$

SIGNATURE

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

(4)

PETITIONER: Molly Lancour  
1916 South 22nd Street  
Escanaba, MI 49829

\_\_\_\_\_  
Date Received From Clerk

\_\_\_\_\_  
Date Presented to Clerk

SPECIAL ASSESSMENT PETITION  
FOR STREET IMPROVEMENTS

To: The Escanaba City Council

Council Members:

We, the undersigned property owners, hereby petition your honorable body for the construction of a **22 foot wide chip - seal paved street without curb and gutter on South 22<sup>nd</sup> Street from 18<sup>th</sup> Avenue South to 494.81 feet South.**

We understand the charges for this work will be based on a special assessment rate applicable at the time the City of Escanaba budget is prepared and the public hearings held. We further understand the current rate of \$15.50 per front foot for the specified type improvements is advisory and subject to change prior to the public hearings on the assessment and that the special assessment may be payable in annual installments as shown, plus interest at six percent (6%) per year on the unpaid balance:

<u>Amount of Assessment</u>	<u>Year</u>
Less than \$100	1
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PROPERTY ADDRESS	FRONTAGE (FT)	TOTAL COST	OWNER	SIGNATURE
1 2237 18th Avenue South	140	\$2,170.00	Casey Schroeder	_____
✓ 2 1910 South 22nd Street	59	\$914.50	Nelson Smith	_____
✓ 3 1916 South 22nd Street	75	\$1,162.50	Molly Lancour	_____
✓ 4 1920 South 22nd Street	100	\$1,550.00	<del>William Rogers</del> Rose Rogers	<i>Rose Rogers</i>
✓ 5 1930 South 22nd Street	100	\$1,550.00	John Economopoulos	_____
6 2135 South 22nd Street	316	\$4,898.00	Clarence Seymour	_____
✓ 7 2001 South 22nd Street	158	\$2,449.00	Wade Veaser	_____
✓ 8 2005 South 22nd Street	22	\$341.00	Bryan Lamarch	_____

920

PETITIONER: Molly Lancour  
1916 South 22nd Street  
Escanaba, MI 49829

Date Received From Clerk

Date Presented to Clerk

SPECIAL ASSESSMENT PETITION  
FOR STREET IMPROVEMENTS

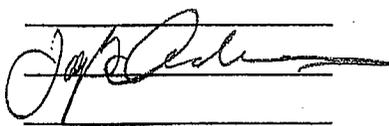
To: The Escanaba City Council

Council Members:

We, the undersigned property owners, hereby petition your honorable body for the construction of a 22 foot wide chip - seal paved street without curb and gutter on South 22<sup>nd</sup> Street from 18<sup>th</sup> Avenue South to 494.81 feet South.

We understand the charges for this work will be based on a special assessment rate applicable at the time the City of Escanaba budget is prepared and the public hearings held. We further understand the current rate of \$15.50 per front foot for the specified type improvements is advisory and subject to change prior to the public hearings on the assessment and that the special assessment may be payable in annual installments as shown, plus interest at six percent (6%) per year on the unpaid balance:

<u>Amount of Assessment</u>	<u>Year</u>
Less than \$100	1
\$101 to \$200	2
\$201 to \$300	3
\$301 to \$400	4
\$401 and over	5

PROPERTY ADDRESS	FRONTAGE (FT)	TOTAL COST	OWNER	SIGNATURE
1 2237 18th Avenue South	140	\$2,170.00	Casey Schroeder	_____
2 1910 South 22nd Street	59	\$914.50	Nelson Smith	_____
3 1916 South 22nd Street	75	\$1,162.50	Molly Lancour	_____
4 1920 South 22nd Street	100	\$1,550.00	William Rogers	_____
5 1930 South 22nd Street	100	\$1,550.00	John Economopoulos	
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(7)

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1916 South 22nd Street  
Escanaba, MI 49829

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FOR STREET IMPROVEMENTS

To: The Escanaba City Council

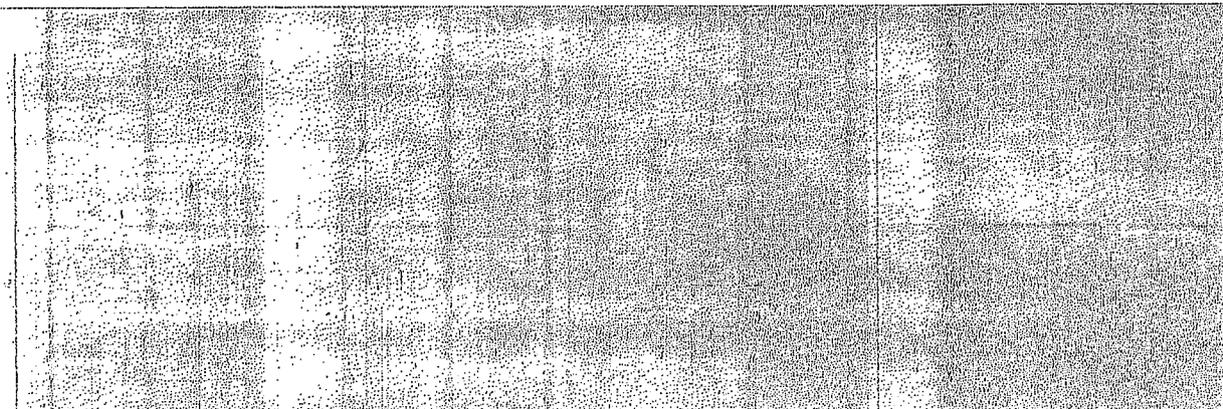
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8

PETITIONER: Molly Lancour  
1916 South 22nd Street  
Escanaba, MI 49829

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FOR STREET IMPROVEMENTS

To: The Escanaba City Council

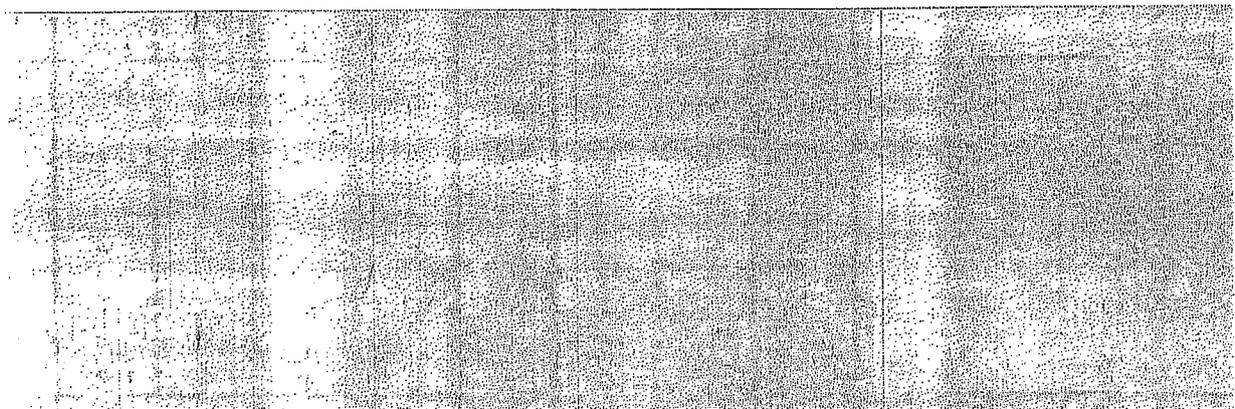
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February 19, 2016

ESCANABA PLANNING COMMISSION  
ESCANABA MICHIGAN 49829

RE: Proposed Special Assessment Street Improvement Project Review – South 22<sup>nd</sup> Street from 18<sup>th</sup> Avenue South to 494.81 feet South.

Dear Property Owner/Occupant:

A regular scheduled meeting of the Escanaba Planning Commission has been scheduled for March 10, 2016, at 6:00 p.m. at the Escanaba City Hall, 410 Ludington Street. The following item will be on the agenda:

**Review – Proposed Special Assessment Street Improvement Project Review – 22 foot wide chip/seal street without curb and gutter. South 22<sup>nd</sup> Street from 18<sup>th</sup> Avenue South to 494.81 feet South.**

You are cordially invited to attend this meeting should you have any interest in this project, questions, or comments. If you have comments, but are unable to attend this meeting, please submit your written comments to the City of Escanaba Planning Commission prior to March 10, 2016. All written and signed comments will be read into the public record.

The City of Escanaba will provide all necessary, reasonable aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting to individuals with disabilities at the meeting/hearing upon five (5) days notice to the City of Escanaba. Individuals with disabilities requiring auxiliary aids or services should contact the City of Escanaba by writing or calling the City of Escanaba at (906) 786-9402. A copy of the various referenced plans can be viewed at City Hall, Second Floor, 410 Ludington Street, Escanaba, MI, Monday through Friday, 7:30 a.m. to 4:00 p.m.

Sincerely,

Patrick Connor, Chairperson  
Escanaba Planning Commission

**PROOF OF SERVICE – MAILING**

This document was enclosed in sealed envelope, first class postage fully prepaid, and deposited in the U.S. Government Mail.

Addressee(s): Assessed Property Owner/Occupant  
Impacted By Special Assessment

Mailing Date: February 19, 2016

**Mission Statement:**



Enhancing the enjoyment and livability of our community by providing quality municipal services to our citizens.  
*The City of Escanaba is an equal opportunity employer and provider.*

Casey Schroeder  
2237 18<sup>th</sup> Avenue South  
Escanaba, MI 49829

Todd Hurley  
1910 South 22<sup>nd</sup> Street  
Escanaba, MI 49829

Molly Lancour  
1916 South 22<sup>nd</sup> Street  
Escanaba, MI 49829

William Rogers  
1920 South 22<sup>nd</sup> Street  
Escanaba, MI 49829

John Economopoulos  
1930 South 22<sup>nd</sup> Street  
Escanaba, MI 49829

Clarence Seymour  
2135 South 22<sup>nd</sup> Street  
Escanaba, MI 49829

Wade Veaser  
2001 South 22<sup>nd</sup> Street  
Escanaba, MI 49829

Bryan Lamarch  
2005 South 22<sup>nd</sup> Street  
Escanaba, MI 49829



## ***Escanaba Public Safety***

***Director Kenneth A. Vanderlinden***

1900 Third Avenue North, Escanaba, MI 49829

Telephone: (906) 786-6810 Fax (906) 786-6030

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

**FROM:** Director K.A. Vanderlinden *KV*

**DATE:** April 25, 2016

**SUBJECT:** Mugshots Public Land Use

---

Bill Multhaupt has requested the use of public land, in regards to hosting a "One year anniversary celebration golf outing" event. He has requested to close off the 100 block of North 9<sup>th</sup> Street from the alleyway to 1<sup>st</sup> Avenue North. This area is adjacent to Mugshots.

Additionally, Bill Multhaupt will have to complete and process a special liquor control permit through our department and the Michigan Liquor Control Commission, to allow outside consumption within a fenced area. The area shall be controlled by security personnel, with limited ingress/egress.

I support the Special Event application, as we did not have any issues with their use of said land last year, for a similar type event. Thank you for your time.

MUGSHOTS  
823 FIRST AVE NORTH  
ESCANABA, MI 49829  
(906) 786-9194

# Mugshots Masters

---

One year anniversary celebration golf outing

**Woody's Run**  
**June 11th, 2016**  
**1:00 p.m. shot gun start**

Following golf outing, outdoor party at Mugshots. Ninth street partially blocked off for tables and tents.

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

DATE(S) OF EVENT: SATURDAY JUNE 11<sup>th</sup> 2016  
Day of Week, Month, Day, Year (Example: Saturday, October 29, 2016)

NAME OF EVENT: MUGSHOTS MASTERS

**CONTACT INFORMATION:** (Please print clearly – Incomplete applications may be delayed)

Organization: MUGSHOTS  
 Contact Person: BILL MULTHAAPT Daytime Phone: 241-9285  
 Address: 823 FIRST AVE NORTH Evening Phone: SAME  
 City, State Zip: ESCANABA, MI 49829 E-mail: BILLMULTHAAPT@YAHOO.COM  
 Website: \_\_\_\_\_ Event Phone: \_\_\_\_\_  
 Charitable Org #: \_\_\_\_\_ Fax: \_\_\_\_\_  
(If applicable)

Alternate Contact: RHONDA DANFORTH 241-7330  
(It is recommended that an alternative Name and Phone Number be provided)

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

**LOCATION:**

City Park Name of Park: \_\_\_\_\_  
 Building/Facility Name/Area: MUGSHOTS ESCANABA, MI  
 Road(s) Road Closure Required?  Partial  Full

**DATE/TIME:**

<b>EVENT TIME</b> <small>This is the time your event would be ready to accept participants or general public.</small>	<b>Event Begins</b>	<b>Event Ends</b>
	DATE: <u>JUNE 11<sup>th</sup>, 2016</u> TIME: <u>3:00 PM</u>	DATE: <u>JUNE 11<sup>th</sup> 2016</u> TIME: <u>11:30 PM</u>
<b>SET-UP TIME</b> <small>When you want the area reserved for your organization to ensure you have adequate time for set-up and tear-down.</small>	<b>Set-up Start</b>	<b>Tear-down End</b>
	DATE: <u>JUNE 11<sup>th</sup>, 2016</u> TIME: <u>10:00 AM</u>	DATE: <u>JUNE 11<sup>th</sup> 2016</u> TIME: <u>11:30 PM</u>

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



**RESERVATION FEES:** (Check applicable box(es))

- |  |   |   |
|--|---|---|
| Ludington Park – Pavilion (1/2 Day)        | <input type="checkbox"/> \$75 (Resident)  | <input type="checkbox"/> \$100 (Non-Resident) |
| Ludington Park – Pavilion (Full Day)       | <input type="checkbox"/> \$100 (Resident) | <input type="checkbox"/> \$125 (Non-Resident) |
| Ludington Park – Bandshell (1/2 Day)       | <input type="checkbox"/> \$75 (Resident)  | <input type="checkbox"/> \$100 (Non-Resident) |
| Ludington Park – Bandshell (Full Day)      | <input type="checkbox"/> \$100 (Resident) | <input type="checkbox"/> \$125 (Non-Resident) |
| Ludington Park – Gazebo (2 Hour Block)     | <input type="checkbox"/> \$50 (Resident)  | <input type="checkbox"/> \$75 (Non-Resident)  |
| Other Picnic or Gathering Area (Full Day)  | <input type="checkbox"/> \$35             |   |
| John D. Besse Park – Pavilion (1/2 Day)    | <input type="checkbox"/> \$75 (Resident)  | <input type="checkbox"/> \$100 (Non-Resident) |
| John D. Besse Park – Pavilion (Full Day)   | <input type="checkbox"/> \$100 (Resident) | <input type="checkbox"/> \$125 (Non-Resident) |
| Lemerand Field – Pavilion (1/2 Day)        | <input type="checkbox"/> \$75 (Resident)  | <input type="checkbox"/> \$100 (Non-Resident) |
| Lemerand Field – Pavilion (Full Day)       | <input type="checkbox"/> \$100 (Resident) | <input type="checkbox"/> \$125 (Non-Resident) |
| Lemerand Field – Entire Complex (Full Day) | <input type="checkbox"/> \$250            |   |

\*\*\* Half-Day Reservations Cut-off Time is 4:00PM. Half-day reservations can be made before or after 4:00PM.

**EVENTS REQUESTING ROAD CLOSURE:**

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

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

**DEFINE THE CLOSURE LIMITS – ATTACH A DETAILED MAP**

I have read and understood the Special Events Application.

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

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

William Mulhaupt  
Event Organizer Signature

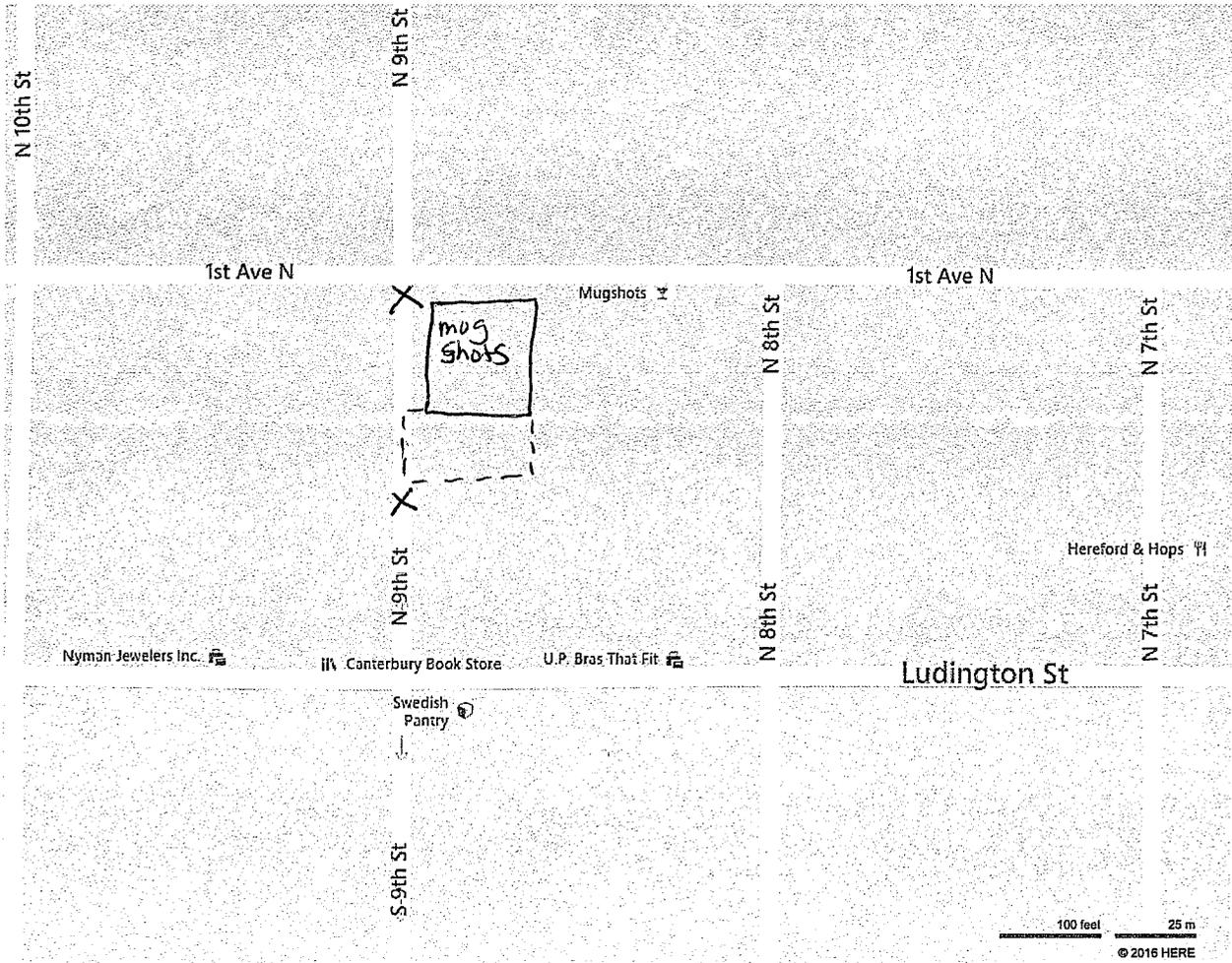
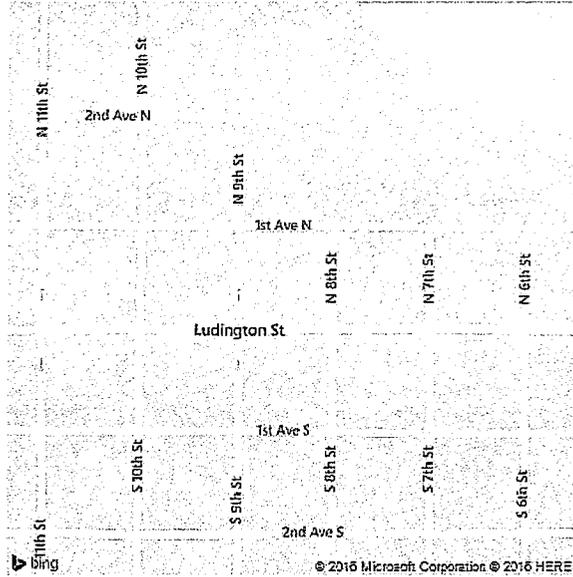
William MULhaupt JR  
Print Name

4-14-16  
Date

bing maps

Notes

--- = fenced in area for outside.  
 x= street to be blocked for outside party.  
 The street to be blocked is north 9 street next to mugshots



# KRUSIN KLASSICS

City Manager  
James V. O'Toole  
410 Ludington Street  
Escanaba, MI 49829

P.O. Box 1321  
Escanaba, MI 49829

April 27, 2016

Re: Parade Permit/Fun Run 2016

Dear Mr. O'Toole:

Please find attached the completed parade permit for activities on Friday night, June 3, 2016. As in the past, our parade of cars line up will begin in Ludington Park at 6:00 p.m. with the parade to start at 7:00 p.m. We do ask that the side streets be closed and that there is no on-coming traffic on Ludington Street during the parade. We will drive west along Ludington Street to Stephenson Avenue and on to Sheridan Road to the light at US-2 & 41 & M-35. As always we request that our parade participants do not throw candy from their vehicles. We do have many walkers made up of Girl Scout Troops and other volunteers who will be throwing candy.

Safety is our number one goal for our parade participants and spectators. We do stress to our parade participants to drive in a safe and mannerly fashion and discourage tire noise or drag racing. Each parade participant will have a window sticker displayed on their windshield showing that they are, in fact, a parade participant. All registered participants will also have a copy of the parade rules.

Following the parade we will cruise along the Lakeshore into Gladstone and Kipling and return to the Upper Peninsula State Fairgrounds for a cookout and gathering for our car show participants and our sponsors.

If you have any concerns or suggestions regarding the parade, please contact me at your convenience. I would be happy to sit down with you to discuss any matters you may have. Once approved, you can return the parade permit to me at: Krusin Klassics Car Club, P. O. Box 1321, Escanaba, MI 49829. I have applied for a certificate of insurance for this event and will list the City of Escanaba as an additional insured. I will bring a copy to your office when I receive that.

Thank you for your consideration.

Sincerely,

  
Janet Snowden/Treasurer  
(906) 280-5908  
Krusin Klassics Car Club

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

**DATE(S) OF EVENT:** Friday, June 3, 2016  
Day of Week, Month, Day, Year (Example: Saturday, October 29, 2016)

**NAME OF EVENT:** Krusin Klassics Fun Run Parade

**CONTACT INFORMATION:** (Please print clearly – Incomplete applications may be delayed)

Organization: Krusin Klassics

Contact Person: Janet Snowden Daytime Phone: (906) [REDACTED]

Address: P. O. Box 1321 Evening Phone: (906) [REDACTED]

City, State Zip: Escanaba, MI 49829 E-mail: si@[REDACTED]

Website: krusinklassics.net Event Phone: (906) [REDACTED]

Charitable Org #: 38-2848246 Fax: (906) [REDACTED]  
(if applicable)

Alternate Contact: Terrie Belongie (906) [REDACTED]  
(It is recommended that an alternative Name and Phone Number be provided)

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

**LOCATION:**

City Park Name of Park: Ludington Park (Side streets to be closed & no oncoming traffic) Ludington St. to Stephenson Ave.

Building/Facility Name/Area: \_\_\_\_\_

Road(s) Road Closure Required?  Partial  Full

**DATE/TIME:**

<b>EVENT TIME</b> <small>This is the time your event would be ready to accept participants or general public.</small>	<b>Event Begins</b> <b>DATE:</b> <u>June 3, 2016</u> <b>TIME:</b> <u>7:00 p.m.</u>	<b>Event Ends</b> <b>DATE:</b> <u>June 3, 2016</u> <b>TIME:</b> <u>8:00 p.m.</u>
	<b>SET-UP TIME</b> <small>When you want the area reserved for your organization to ensure you have adequate time for set-up and tear-down.</small>	<b>Set-up Start</b> <b>DATE:</b> <u>June 3, 2016</u> <b>TIME:</b> <u>6:00 p.m.</u>

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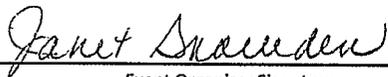
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I have read and understood the Special Events Application.

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



Event Organizer Signature

Janet Snowden

Print Name

04/25/2016

Date

# Memo

**To:** Jim O'Toole, City Manager  
**From:** Jeff Lampi, W & WWTP Supt. *JL*  
**Date:** 4/26/16  
**Re:** Headworks Building Roof Replacement

Jim:

I have sent out the necessary Bids to replace the roof of the Headworks Building at the Wastewater Plant. I have listed each contractor who has responded, along with the short summary of the bids submitted. Attached you will find the complete bid tabulation and all back up the contractors provided in their bids

<b>Bell Roofing Company; Marquette, MI</b>	\$34,331.00
<b>+ Sky lights w/ fall protection &amp; ladder anchor</b>	<u>\$8,000.00</u>
	<b>\$42,331.00</b>
 Independent Roofing & Siding Co, Escanaba, MI	 \$54,976.00
 <u>Masonry work required for both contractors,</u> Cut and replace 3 courses of brick or Scale and recoat wall. This work will be hired out by the City to be conducted before roof	   ~\$4,000.00

After reviewing all the information submitted by the vendors, I would like to recommend the hiring Bell Roofing for the work of replacing the Headworks roof, as indicated within their bid.

With your approval I would like to award the contract to Bell Roofing Company of Marquette, MI to remove and install a new roof on the Headworks Building as per the specifications' listed in the RFP at a cost not to exceed **\$42,331.00**. Money is budgeted for this activity.

Please provide an additional approval to hire a masonry contractor at a cost not to exceed **\$4,000.00** to conduct the required work before the roof installation. Money is budgeted for this activity.

Pc: Melissa Becotte, City Controller

# Escanaba WWTP Headworks Building Roof – 2016

Bull Roofing

## Minimal proposal requirements:

Please check each item that is achievable in your proposal and provide a written explanation if you are not able to fulfill any requirement. Please return this page with RFP.

1.  Removal and disposal of all roofing materials down to existing deck
2.  Closely inspect decking, with City Staff for any deficiencies before coving
3.  Install vapor barrier on top of decking
4.  \* Install a minimum installation with a value of R-23, Installation thickness & type must be specified
5.  Specify roofing material and thickness to be used
6.  Furnish and install new ballast
7.  Install new flashing – edging around the entire perimeter of the roof, including required flashing on all roof penetrations present.
8.  Removal of all debris from site, provide any and all dump slips
9.  Specify and provide written documentation concerning length of time and terms of **warranty on workmanship**
10.  Specify and provide written documentation concerning length of time and terms of **warranty on material.**
11.  Provide additional costs for replacement of any exhaust stacks, which may be replaced.
12.  Provide any additional comments for additional needs within the RFP.
13.  Furnish factory specifications of all materials' included within RFP
14. N/A Any and all required building permits and or required building inspections will be included in the cost of the RFP, and will be conducted, coordinated, and implemented by the contractor.
15.  Provide 3 copies of Operations and Maintenance manuals for all materials provided.
16.  Contractor will insure that all work done on site, along with all equipment provided & installed will be in compliance with all current MI-OSHA rules and regulations.
17.  All work to be done in a workman like manner according to standard practices
18.  All work must be scheduled with the Wastewater Superintendent well in advance of project date, so as not to disrupt the effective operations and services of the Wastewater Plant.
19.  Completion date: Preferred to be no later than June 30<sup>th</sup>, 2016. Please provide expected date of competition: 6-30-16.

# PROPOSAL

## BELL ROOFING COMPANY

1916 Enterprise Street  
MARQUETTE, MI 49855

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

TO:

City of Escanaba  
410 Ludington Street, Room 101  
Escanaba, MI 49829

PHONE	DATE April 12, 2016
JOB NAME / LOCATION Escanaba WWTP Headworks Building Roof - 2016 1900 Willow Creek Road Escanaba, MI 49829	
JOB NUMBER	JOB PHONE

Attn: Jeff Lampi, Water-Wastewater Superintendent

We hereby submit specifications and estimates for:

### Minimal Proposal Requirements:

#### Item:

3. Carlisle 725 TR, 40 mil vapor barrier, prime deck.
4. \*Insulation to be 2 layers of 2" polyisocyanurate insulation - value of R-22.8. \*(.02 below what is specified - as close as we can get with standard ins).
5. Carlisle .060 EPDM membrane.
7. ES-1 Compliant flashing edging (24 ga minimum).
9. Warranty to be Carlisle 20 year Total System Warranty (Including Vapor Barrier, Insulation, Metal Edge and Membrane (all Components of the roofing system - not including pavers)).
10. (As stated above in Item 9.)
11. Provide additional costs for replacement of any exhaust stacks, which may be replaced.
14. None included.
19. Completion Date: June 30, 2016.

Continued on next page.

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

Payment to be made as follows:

As per Specifications, or 30 days following invoice.

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

Authorized Signature



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

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

Signature \_\_\_\_\_

Signature \_\_\_\_\_

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

# PROPOSAL

**BELL ROOFING COMPANY**  
 1916 Enterprise Street  
 MARQUETTE, MI 49855

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

Page 2

TO:

City of Escanaba  
 410 Ludington Street, Room 101  
 Escanaba, MI 49829

PHONE	DATE April 12, 2016
JOB NAME / LOCATION Escanaba WWTP Headworks Building Roof - 2016 1900 Willow Creek Road Escanaba, MI 49829	
JOB NUMBER	JOB PHONE

Attn: Jeff Lampi, Water-Wastewater Superintendent

We hereby submit specifications and estimates for:

- I. Minimal proposal requirements changes & additions.
  - A. Line Item #3: Carlisle 725 Vapor Barrier (40 mil).
  - B. Line Item #7: ES-1 compliant flashing edging (24 ga minimum).
  - C. Line Item #9 and #10: Twenty (20) Year Total System Warranty - Labor and Materials NDJ.
  - D. Additional Line #: Replace exhaust stacks (8 on roof top). Roof top and above only.
- II. A. Skylights - Replace all skylights and raise the curbs to be eight inches (8") off the roof.
  - B. Skylight specifications proposed - Attached.
    - ADD: Four Thousand Dollars. .... \$4,000.00.
    - (Not included in base bid.)
- III. Walk Pads.
  - A. Install block/ pavers instead of pads.
- IV. Deck
  - B. Prime deck before installing vapor barrier.
- V. Brick
  - C. Mandate saw cut of brick wall, turnbar, and weep holes. - Not Included.
- VI. Asbestos - Non present
- VII. Prevailing Wage / Certified Payroll.
- VIII. Construction bid bond (10%) attached.

This work done for the sum of: **Thirty-Four Thousand Three Hundred Thirty-One Dollars. \$34,331.00.**

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

Payment to be made as follows:

**As per Specifications, or 30 days following invoice.**

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

Authorized Signature



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

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

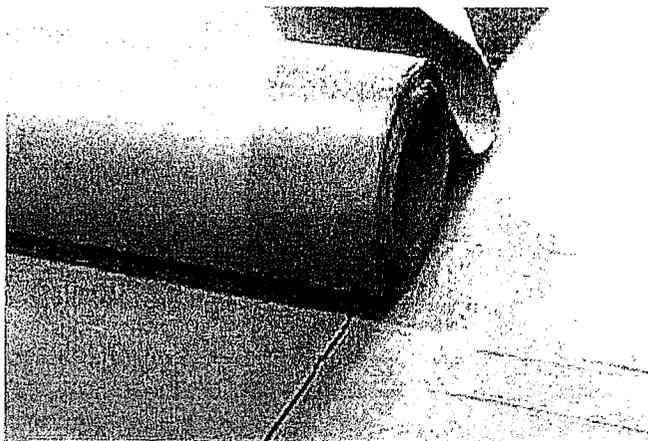
Signature \_\_\_\_\_

Signature \_\_\_\_\_

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

# VapAir Seal™ 725TR

## Air and Vapor Barrier/Temporary Roof



### Overview

Carlisle's VapAir Seal™ 725TR Air and Vapor Barrier/Temporary Roof is a 40-mil composite consisting of 35 mils of self-adhering rubberized asphalt laminated to a 5-mil woven polypropylene film. A siliconized one-piece release liner prevents the material from bonding to itself in the roll and is easily removed for installation. VapAir Seal 725TR is available in a 244-square-foot roll with dimensions of 39" x 75'. The factory-controlled thickness of the membrane ensures uniform barrier properties on the job; the woven polypropylene film increases strength and has a non-skid surface suitable for the bonding of subsequent layers. Approved Carlisle adhesives for attaching insulation to VapAir Seal 725TR are:

- » Flexible FAST™ Adhesive
- » FAST Adhesive
- » OlyBond 500™
- » One Step Insulation Adhesive

VapAir Seal 725TR can be used on concrete, plywood, exterior gypsum, DensDeck® Prime, SECUROCK® or other approved substrates in conjunction with Carlisle SynTec roofing systems. Gypsum decks may require additional securement with mechanical fasteners. Use of CAV-GRIP™, CCW-702 or CCW-702LV is required on all substrates. VapAir Seal 725TR may be installed directly over a nailed Carlisle Modified Base Sheet when primed with CAV-GRIP.

VapAir Seal 725TR must be covered with roofing membrane within 120 days. T-joints must be sealed with an internal bead of Carlisle Lap Sealant. Carlisle does not accept responsibility for the watertight integrity of the VapAir Seal 725TR related to workmanship issues or physical damage.

For unusual situations, contact the Project Review and Warranty Services Department prior to specifying this material.

### Installation

**Surface Preparation:** The concrete surface shall be completely dry; dryness shall be determined by a qualified owner's representative. The surface shall have a smooth finish and be free of voids, spalled areas, sharp protrusions, loose aggregate, laitance and form-release agents. Some curing compounds may interfere with proper adhesion, so an adhesion test is recommended. In the event of rain, concrete must be allowed to dry before the application of primer. **Artificial drying methods such as torches are not acceptable.**

**Adhesive:** Surfaces to receive VapAir Seal 725TR must be clean and dry. Use of CAV-GRIP, CCW-702 or CCW-702LV is required on all substrates. Approved Carlisle adhesives for attaching insulation to VapAir Seal 725TR are: Flexible FAST Adhesive, FAST Adhesive, OlyBond 500, and One Step Adhesive.

**Application:** VapAir Seal 725TR material must be stored and kept above 60°F prior to installation. Apply VapAir Seal 725TR from low to high points in a shingle fashion so that the laps will shed water. Overlap all edges by at least 2". End laps should be staggered. Position the membrane carefully to avoid fish-mouths and wrinkles. **Roll the VapAir Seal 725TR membrane immediately after installation with a 100-150-pound roller wrapped in a resilient material.** When the VapAir Seal 725TR is applied to a vertical surface, hand-rolling with a 2" hand roller is required. Vertical surfaces must be prepared in the same fashion as horizontal surfaces.

**Note:** For applications below 40°F – all materials must be kept above 60°F prior to installation and CAV-GRIP Primer must be used.

**Seaming:** Apply a 2"-long bead of lap sealant internally along any T-joints or step-offs. Use a hand roller or stand-up seam roller to mate the entire seam together, ensuring the seam's leading edge is rolled properly. Be sure to pay particular attention to the T-joints and step-offs. If seam surface is contaminated, clean and prime with CCW-702, CCW-702LV or CAV-GRIP.

*Review Carlisle specifications and details for complete installation information.*

# VapAir Seal 725TR

## Air and Vapor Barrier/Temporary Roof

### Precautions

- » Use proper stacking procedures to ensure sufficient stability of the materials.
- » Exercise caution when walking on wet membrane. Membranes are slippery when wet.
- » VapAir Seal 725TR must be dry prior to installation of subsequent layers.
- » VapAir Seal 725TR should be installed using CAV-GRIP Adhesive when temperatures are below 25°F.
- » Avoid moving or stacking heavy loads on the installed membrane, particularly in hot weather. This could thin out the self-adhering barrier layer.
- » Refer to applicable Material Safety Data Sheets before using any Carlisle products.
- » Do not apply CAV-GRIP, CCW-702 or membrane to damp or contaminated surfaces.
- » Do not apply CAV-GRIP, CCW-702 or membrane to frozen substrates.
- » Do not allow VapAir Seal 725TR to be exposed for more than 120 days.
- » Failure to allow CCW-702 and CCW-702LV to flash off completely will result in blisters and unadhered areas.

### Typical Properties and Characteristics

Physical Property	Test Method	Typical
Thickness	ASTM D1970	40 mils
Tensile Strength	ASTM D412	250 psi
Elongation	ASTM D412	250%
Peel Adhesion	ASTM D903	5 lbs/in
Puncture Resistance	ASTM E154	60 lbs
Permeability	ASTM D1970*	0.015 perms
Air Permeance	ASTM E2178	0.000 L*m <sup>2</sup> @ 75 Pa

Typical properties and characteristics are based on samples tested and are not guaranteed for all samples of this product. This data and information is intended as a guide and does not reflect the specification range for any particular property of this product.

\*D1970 is tested to E96 standards for permeability.

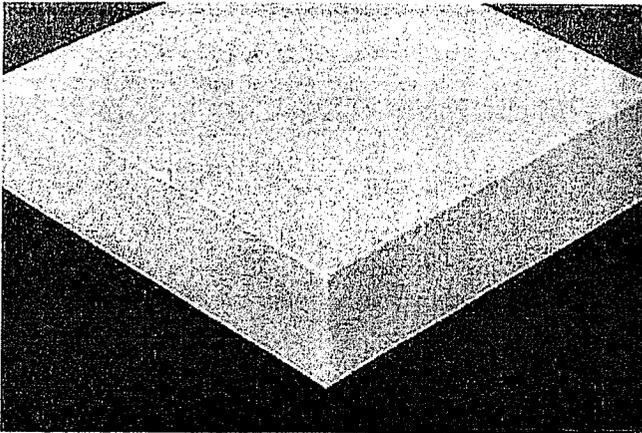
### LEED® Information

Pre-consumer Recycled Content	0%
Post-consumer Recycled Content	0%
Manufacturing Location	Terrell, TX
VOC Content	0 g/L
Solar Reflectance Index	N/A

# 2014 Polyiso Insulation LTTR R-values

\*\*NEW Long-Term Thermal Resistance Values are based on ASTM C1289-11A effective January 1, 2014, predicting product R-value after five years, which is equivalent to a time-weighted thermal design R-value for 15 years.

## SecurShield™



SecurShield is a rigid roof insulation panel composed of a closed-cell polyisocyanurate foam core bonded during the manufacturing process to premium performance coated glass facers.

- » Sizes: 4' x 4' and 4' x 8'
- » Thickness: 1" to 4.5"

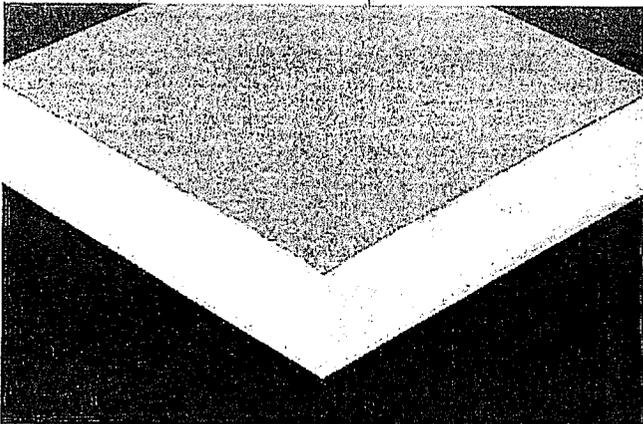
### SecurShield Thermal Values

Thickness (inches)	Thickness (MM)	LTTR R-value**	Flute Spanability
1.00	25	5.7	2 5/8"
1.50	38	8.6	4 3/8"
1.75	44	10	4 3/8"
1.80	46	10.3	4 3/8"
2.00	51	11.4	4 3/8"
2.20	56	12.6	4 3/8"
2.50	64	14.4	4 3/8"
2.60	66	15.0	4 3/8"
3.00	76	17.4	4 3/8"
3.50	89	20.5	4 3/8"
3.80	97	22.3	4 3/8"
4.00	102	23.6	4 3/8"
4.30	109	25.5	4 3/8"
4.50	114	26.8	4 3/8"

\*\*NEW Long-Term Thermal Resistance Values are based on ASTM C1289-11A effective January 1, 2014, predicting product R-value after five years, which is equivalent to a time-weighted thermal design R-value for 15 years.

## HP-H Polyiso

\* 2 Layers 2" = R-22.8



HP-H is a rigid-roof insulation panel composed of a closed-cell polyisocyanurate foam core bonded on each side to fiber-reinforced paper facers.

- » Size: 4' x 4' and 4' x 8'
- » Thickness: 1" to 4.5"

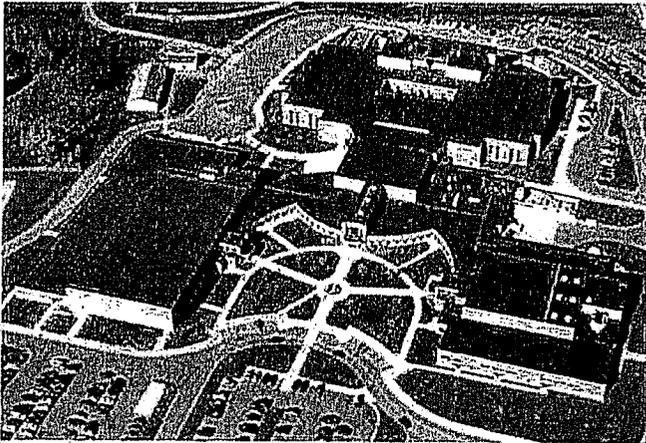
### HP-H Polyiso Thermal Values

Thickness (inches)	Thickness (MM)	LTTR R-value**	Flute Spanability
1.00	25	5.7	2 5/8"
1.50	38	8.6	4 3/8"
1.75	44	10	4 3/8"
1.80	46	10.3	4 3/8"
* 2.00	51	11.4	4 3/8"
2.50	64	14.4	4 3/8"
2.60	66	15.0	4 3/8"
3.00	76	17.4	4 3/8"
3.50	89	20.5	4 3/8"
3.80	97	22.3	4 3/8"
4.00	102	23.6	4 3/8"
4.30	109	25.5	4 3/8"
4.50	114	26.8	4 3/8"

\*\*NEW Long-Term Thermal Resistance Values are based on ASTM C1289-11A effective January 1, 2014, predicting product R-value after five years, which is equivalent to a time-weighted thermal design R-value for 15 years.

# Sure-Seal EPDM

## Dusted Non-Reinforced Membranes



### Overview

Sure-Seal 45-mil (1.14 mm) and 60-mil (1.52 mm)-thick roofing membranes are non-reinforced Ethylene Propylene Diene Terpolymer (EPDM) based elastomeric homogenous roof coverings. These roofing membranes may be used for new single-ply roof construction and re-roofing applications, and are available in widths of up to 50' (15 m) and lengths of up to 200' (60 m). All membranes are dusted. Both thicknesses are available as Fire Retardant (FR) membranes that are specially formulated to inhibit the spread of flame and meet or exceed code body testing criteria for the fire-retardant roofing membranes.

### Features and Benefits

- » Carlisle EPDM has 50 years of proven performance
- » Industry leading resistance to outdoor weathering with 41,580 kJ/m<sup>2</sup> total radiant exposure without cracking or crazing
- » Factory-Applied Tape™ (FAT) Seam Technology and full line of Pressure-Sensitive Flashing accessories greatly enhance workmanship quality by simplifying the contractors' job.
- » Dark-colored EPDM is the smart choice in colder climates:
  - Reduces heating costs which are generally 5 times greater than air conditioning costs
  - Reduces carbon footprint by lowering heating costs
  - Reduces safety hazards from snow and ice accumulation
  - Reduces hazardous conditions from frost, dew or ice that is difficult to see on white membranes
- » Reduces potential condensation problems that can affect performance

- » Lifecycle Assessment using EPA's TRACI model analyzed EPDM, TPO, PVC and Modified-Bitumen
  - EPDM had the lowest global warming potential
  - EPDM had the lowest acid rain impact
  - EPDM had the lowest contribution to smog
- » Numerous studies and real world experience confirm that Sure-Seal EPDM's 465% elongation and weathering resistance result in superior hail damage resistance; UL 2218 Class 4 Rating
- » EPDM is the most dimensionally stable, heat-resistant membrane, and stays flexible even in extremely cold conditions down to -40°F. (See Flexibility/Torsion DMA data).
- » Wide array of design choices that are UL and FM approved with standard or Low-VOC adhesives
- » 45-mil and 60-mil membranes available for 15- and 20-year warranties
- » Carlisle manufactures all the major components of a typical roofing system including membrane, flashings, tapes, adhesives, sealants, insulations and insulating cover boards

### Carlisle's FAT Seam Technology

With Carlisle's patented Factory-Applied Tape (FAT) Seam technology, most of the labor to create seams between membrane panels is completed in a quality-controlled, state-of-the-art environment. This process results in a reliable seam with greater peel and shear strengths and with no entrapped air bubbles. Consistent placement of the FAT also maximizes the splice area and results in a high-quality seam. Carlisle FAT is available on all Sure-Seal membranes up to 30' (9 m) in width, providing the fastest way to complete a seam in today's roofing market.

### Installation

Sure-Seal 45-mil (1.14 mm) and 60-mil (1.52 mm)-thick membranes are typically utilized in Design A: Fully Adhered (.060" only), Design B: Ballasted Roofing Systems and Design C: Loose-Laid Protected Roofing Systems.

#### For Design A: Fully Adhered Roofing System

Insulation is mechanically attached or adhered to the roof deck. The substrate and membrane are coated with Carlisle Bonding Adhesive. The membrane is then rolled into place and broomed down. To complete seams between two adjoining membrane panels, apply primer to the splice area in conjunction with Carlisle's FAT. As an alternative, Carlisle's hand-applied SecurTAPE™ may be used.

# Sure-Seal EPDM

## Dusted Non-Reinforced Membranes

### For Design B: Ballasted Roofing System

Insulation is loose-laid over the roof deck. Membrane is loose-laid over the insulation and secured with a minimum 10 lbs (4.5 Kg) of ballast per square foot. Design C is a similar system with the insulation installed on top of the membrane. To complete seams between two adjoining membrane panels, apply primer to the splice area in conjunction with Carlisle's FAT. As an alternative, Carlisle's hand-applied SecurTAPE may be used.

For cold weather splicing below 40°F (5°C), these steps must be followed:

1. Heat the primed area of the bottom membrane with a hot-air gun as the top sheet with FAT is applied and pressed into place.
2. Prior to rolling the splice area with a 2"-wide steel hand roller, apply heat to the top side of the membrane with a hot-air gun. The heated surface should be hot to the touch. Be careful not to burn or blister the membrane.

Review Carlisle specifications and details for complete installation information.

### Precautions

- » Use proper stacking procedures to ensure sufficient stability of the materials.
- » Exercise caution when walking on a wet membrane. Membranes are slippery when wet.
- » Membranes with FAT should not be exposed to prolonged jobsite storage temperatures in excess of 90°F (32°C), otherwise the shelf life of the FAT may be affected.
- » When membranes with FAT are used, shade the tape end of the rolls until ready to use in warm, sunny weather.

### LEED® Information

Pre-consumer Recycled Content	5%
Post-consumer Recycled Content	0%
Manufacturing Location	Carlisle, PA Greenville, IL
Solar Reflectance Index	.9

Note: Sure-Seal Dusted non-reinforced EPDM membrane meets or exceeds the minimum requirements set forth by ASTM D4637 for Type I non-reinforced EPDM single-ply roofing membranes.

### Typical Properties and Characteristics

Physical Property	Test Method	SPEC. (PASS)	Typical	
			.045	.060
Tolerance on Nominal Thickness, %	ASTM D412	±10	±10	±10
Weight, lbm/ft <sup>2</sup> (kg/m <sup>2</sup> )			0.29 (1.4)	0.39 (1.9)
Tensile Strength, min, psi (MPa)	ASTM D412	1305 (9)	1600 (11.0)	1600 (11.0)
Elongation, Ultimate, min, %	ASTM D412	300	480	465
Tear Strength, min, lbf/in (kN/m)	ASTM D624 (Die C)	150 (26.3)	200 (35.0)	200 (35.0)
Factory Seam Strength, min	Modified ASTM D816	Membrane Rupture	Membrane Rupture	Membrane Rupture
Resistance to Heat Aging* Properties after 28 days @ 240°F (116°C)	ASTM D573			
Tensile Strength, min, psi (MPa)	ASTM D412	1205 (8.3)	1500 (10.3)	1450 (10.0)
Elongation, Ultimate, min, %	ASTM D412	200	225	280
Tear Strength, min, lbf/in (kN/m)	ASTM D624	125 (21.9)	215 (37.6)	215 (37.6)
Linear Dimensional Change, max, %	ASTM D1204	±1.0	-0.4	-0.50
Ozone Resistance* Condition after exposure to 100 pphm Ozone in air for 168 hours @ 104°F (40°C) Specimen is at 50% strain	ASTM D1149	No Cracks	No Cracks	No Cracks
Brittleness Temp., max, °F (°C)*	ASTM D746	-49 (-45)	-49 (-45)	-49 (-45)
Resistance to Water Absorption* After 7 days immersion @ 158°F (70°C) Change in mass, max, %	ASTM D471	+8, -2	+2.0	+2.0
Water Vapor Permeance* Max, perms	ASTM E96 (Proc. B or BW)	0.10	0.05	0.03
Flexibility/Torsion DMA	ASTM D5279-08	N/A	225 MPa @ -40°F	225 MPa @ -40°F
Fungi Resistance	ASTM G21	N/A	0 (No Growth)	0 (No Growth)
Resistance to Outdoor (Ultraviolet) Weathering* Xenon-Arc, total radiant exposure at 0.70 W/m <sup>2</sup> irradiance, 80°C black panel temperature	ASTM G155	No Cracks No Cracking	No Cracks No Cracking	No Cracks No Cracking
		7,560 kJ/m <sup>2</sup> 3,000 hrs	41,580 kJ/m <sup>2</sup> 16,500 hrs	41,580 kJ/m <sup>2</sup> 16,500 hrs
At 0.35 W/m <sup>2</sup> irradiance, 80°C black panel temperature		6,000 hrs	33,000 hrs	33,000 hrs

\*Not a Quality Control Test due to the time required for the test or the complexity of the test. However, all tests are run on a statistical basis to ensure overall long-term performance of the sheeting.

Typical properties and characteristics are based on samples tested and are not guaranteed for all samples of this product. This data and information is intended as a guide and does not reflect the specification range for any particular property of this product.

**GOLDEN SEAL TOTAL ROOFING SYSTEM WARRANTY**

SERIAL NO. \_\_\_\_\_

DATE OF ISSUE: \_\_\_\_\_

**BUILDING OWNER:****NAME OF BUILDING:****BUILDING ADDRESS:****DATE OF COMPLETION OF THE CARLISLE TOTAL ROOFING SYSTEM:****DATE OF ACCEPTANCE BY CARLISLE:**

Carlisle Roofing Systems, Inc., (Carlisle) warrants to the Building Owner (Owner) of the above described building, that; subject to the terms, conditions, and limitations stated in this warranty, Carlisle will repair any leak in the Carlisle Golden Seal™ Total Roofing System (Carlisle Total Roofing System) installed by a Carlisle Authorized Roofing applicator for a period of 20 years commencing with the date of Carlisle's acceptance of the Carlisle Total Roofing System installation. However, in no event shall Carlisle's obligations extend beyond \_\_\_\_\_ years subsequent to the date of substantial completion of the Carlisle Total Roofing System. See below for exact date of warranty expiration.

The Carlisle Total Roofing System is defined as the following Carlisle brand materials: Membrane, Flashings, Adhesives and Sealants, Insulation, Cover Boards, Fasteners, Fastener Plates, Fastening Bars, Metal Work, Insulation Adhesives, and any other Carlisle brand products utilized in this installation.

**TERMS, CONDITIONS, LIMITATIONS**

1. Owner shall provide Carlisle with written notice via letter, fax or email within thirty (30) days of the discovery of any leak in the Carlisle Total Roofing System. Owner should send written notice of a leak to Carlisle's Warranty Services Department at the address set forth at the bottom of this warranty. By so notifying Carlisle, the Owner authorizes Carlisle or its designee to investigate the cause of the leak. Should the investigation reveal the cause of the leak to be outside the scope of this Warranty, investigation and repair costs for this service shall be paid by the Owner.
2. If, upon inspection, Carlisle determines that the leak is caused by a defect in the Carlisle Total Roofing System's materials, or workmanship of the Carlisle Authorized Roofing Applicator in installing the same, Owner's remedies and Carlisle's liability shall be limited to Carlisle's repair of the leak.
3. This warranty shall not be applicable if, upon Carlisle's inspection, Carlisle determines that any of the following has occurred:
  - (a) The Carlisle Total Roofing System is damaged by natural disasters, including, but not limited to, lightning, fire, insect infestations, earthquake, tornado, hail, hurricanes, and winds of (3 second) peak gust speeds of \_\_\_\_\_ mph or higher, measured at 10 meters above ground; or
  - (b) Loss of integrity of the building envelope and/or structure including, but not limited to partial or complete loss of roof decking, wall siding, windows, doors or other envelope components or from roof damage by wind-blown objects, or
  - (c) The Carlisle Total Roofing System is damaged by any intentional or negligent acts, accidents, misuse, abuse, vandalism, civil disobedience, or the like.
  - (d) Deterioration or failure of building components, including, but not limited to, the roof substrate, walls, mortar, HVAC units, non-Carlisle brand metal work, etc., occurs and causes a leak, or otherwise damages the Carlisle Total Roofing System; or
  - (e) Acids, oils, harmful chemicals and the like come in contact with the Carlisle Total Roofing System and cause a leak, or otherwise damage the Carlisle Total Roofing System.
  - (f) The Carlisle Total Roofing System encounters leaks or is otherwise damaged by condensation resulting from any condition within the building that may generate moisture.
4. This Warranty shall be null and void if any of the following shall occur:
  - (a) If, after installation of the Carlisle Total Roofing System by a Carlisle Authorized Roofing Applicator there are any alterations or repairs made on or through the roof or objects such as, but not limited to, structures, fixtures, solar panels, wind turbines, roof gardens or utilities are placed upon or attached to the roof without first obtaining written authorization from Carlisle; or
  - (b) Failure by the Owner to use reasonable care in maintaining the roof, said maintenance to include, but not be limited to, those items listed on Carlisle's Care & Maintenance Information sheet which accompanies this Warranty.
5. Only Carlisle brand insulation products are covered by this warranty. Carlisle specifically disclaims liability, under any theory of law, for damages sustained by or caused by non-Carlisle brand insulation products.
6. During the term of this Warranty, Carlisle shall have free access to the roof during regular business hours.
7. Carlisle shall have no obligation under this Warranty while any bills for installation, supplies, service, and warranty charges have not been paid in full to the Carlisle Authorized Roofing Applicator, Carlisle, or material suppliers.
8. Carlisle's failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provision.
9. Carlisle shall not be responsible for the cleanliness or discoloration of the Carlisle Total Roofing System caused by environmental conditions including, but not limited to, dirt, pollutants, or biological agents.
10. Carlisle shall have no liability under any theory of law for any claims, repairs, restoration, or other damages including, but not limited to, consequential or incidental damages relating, directly or indirectly, to the presence of any irritants, contaminants, vapors, fumes, molds, fungi, bacteria, spores, mycotoxins, or the like in the building or in the air, land, or water serving the building.
11. This warranty shall be transferable upon a change in ownership of the building when the owner has completed certain procedures including a transfer fee and an inspection of the Roofing System by a Carlisle representative.

**CARLISLE DOES NOT WARRANT PRODUCTS UTILIZED IN THIS INSTALLATION WHICH IT HAS NOT FURNISHED; AND SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INSTALLATION AND PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY CARLISLE OR THE PRIOR EXISTING ROOFING MATERIAL OVER WHICH THE CARLISLE ROOFING SYSTEM HAS BEEN INSTALLED**

**THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OF THE CARLISLE TOTAL ROOFING SYSTEM OR ITS COMPONENTS. THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHICH EXTEND BEYOND THE FACE HEREOF. CARLISLE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS UNDER ANY THEORY OF LAW.**

BY: Robert H. McNeill  
 AUTHORIZED SIGNATURE  
 TITLE: Director, Technical and Warranty Services

**This Warranty Expires:**

CARLISLE  
**SUNWELD**  
CONVENTIONAL SKYLIGHT

# ALUMINUM-WELDED SKYLIGHTS

SunWeld™ Aluminum-Welded Skylights offer the versatility and dependability required of the Carlisle brand and represent the quality standard for industrial daylighting. These skylights reap the energy-saving benefits derived from skylights and natural daylighting, while offering a full custom-sized program with a broad spectrum of glazing options. Additional features include:

- Heliarc Welded 6063-T5 Extruded Heavy Wall Aluminum Frames
- Many Non-Plastic Glazing Options Including LOW-E Insulated Glass
- Several Venting Options and Egress Hardware Available
- Weep Holes and Polyurethane Thermal Break Provided as Specified
- Several Fall Protection Options
- Welded Aluminum Insulated Curbs - 9" or 12"

### Curb Mount – Fixed

Manufactured to fit onto an existing curb, curb mount units are used to replace existing skylight hatches that are defective or in a state of glazing failure. Curb mount units can also be specified when the contractor prefers to field-fabricate his own curb, flash it into the roofing system, and then install a curb mount skylight onto it.

### Curb Mount – Vented

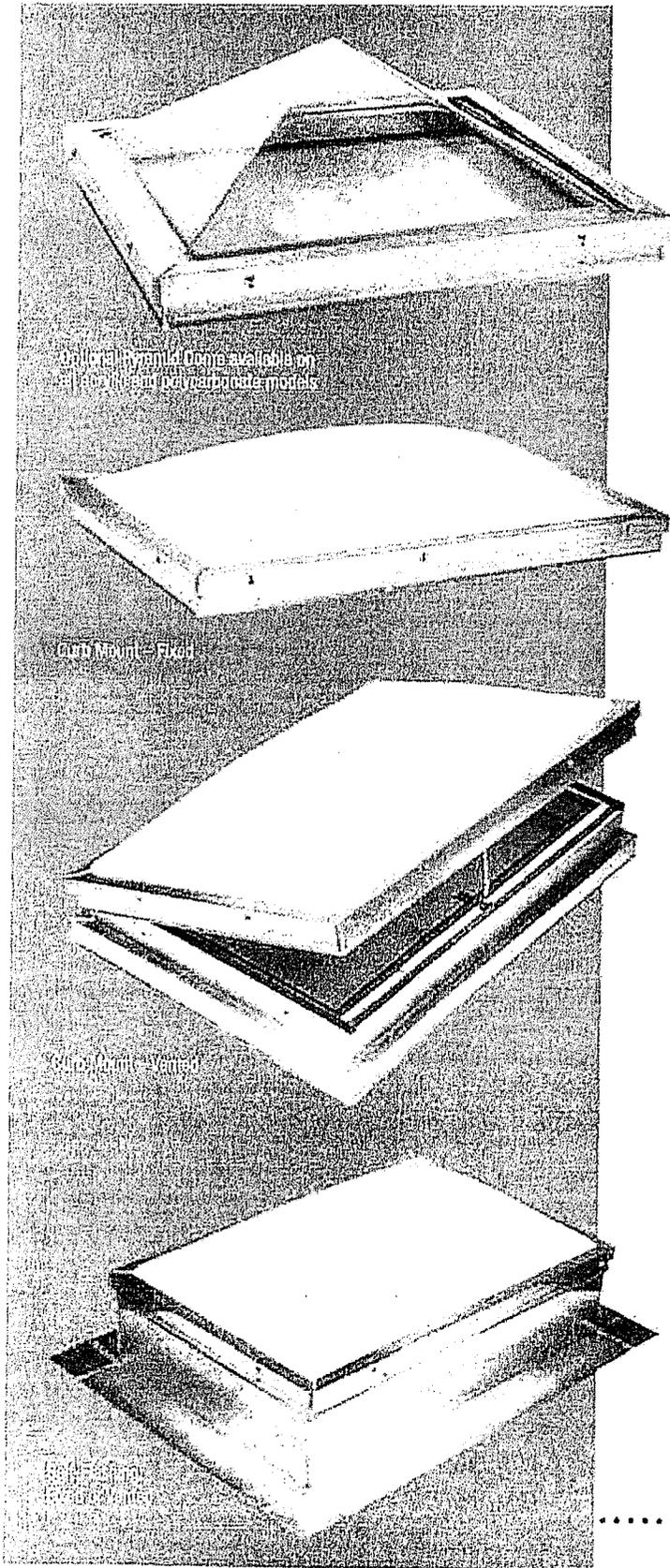
Vented curb mounts provide the same benefits as the fixed curb mounts with an additional venting option, and can be operated manually or by motorization. If access to the rooftop through the skylight is required, egress hardware will be specified to allow the unit to swing like a door and, after the screen is removed, allow occupant access to the rooftop.

### Self-Flashing Skylights – Fixed and Vented

These units are factory assembled onto a fully welded curb that is insulated with 1" rigid insulation, and can be manufactured fixed or with several venting options. The 3" mounting flange allows for easy fastening to the deck.

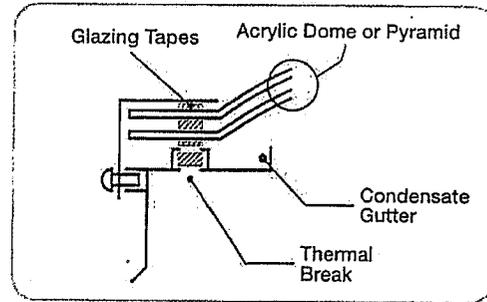
### Other Models and Options Available:

Ridge lights, tandems, barrel vaults and tandems, among other items, are also available, along with additional glazing options, shapes and finishes. Call Carlisle Customer Service for a quote.



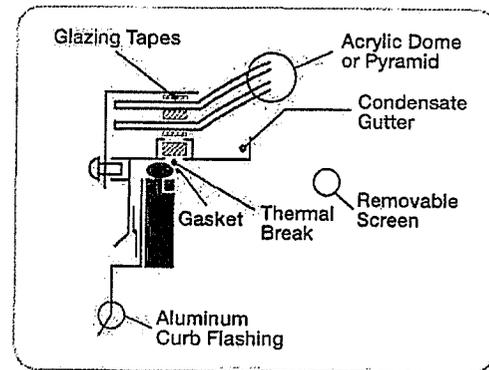
**Curb Mount – Fixed**

Curb-mounted acrylic-domed skylights must be Carlisle Model CMA and be the specified shape. Factory-assembled units will consist of one or two acrylic domes held in place by a 6063-T5 extruded aluminum retaining angle and resting on an extruded aluminum inner frame. The assembly must have an integral condensate gutter with weep holes and polyurethane thermal break available as specified.



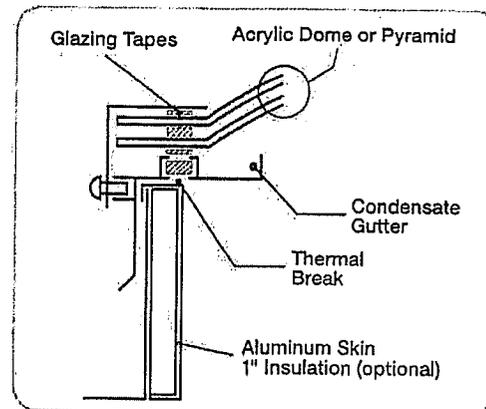
**Curb Mount – Vented**

Vented curb-mounted acrylic dome skylights must comply with the above specifications but will be Carlisle Model V-CMA with the addition of a skylight operator with adapter for telescoping pole operation and egress pin, which, when removed, allows for full opening. This unit also includes a removable, factory-installed insect screen.



**Self-Flashing Skylights – Fixed/Vented**

Self-flashing acrylic-domed skylight must be Carlisle Models SFA or V-SFA (vented) and have same specifications as the Curb Mount model with units factory-mounted onto a fully welded dual-wall insulated curb. Curb height must be 9" (standard) or 12" as specified and contain 1"-thick rigid foam insulation. These units have a 3"-wide mounting flange around the perimeter of the curb. The V-SFA model includes an operator for telescoping pole operation and egress pin, which, when removed, allows for full opening.



SunWeld Aluminum-Welded Skylight Options	
Size	Aluminum-Welded skylights are made to your specifications.
Glazing Options	Acrylic or polycarbonate: clear, white, bronze. Insulated glass: clear, low-e, bronze.
Painted Exterior Options	Quaker bronze or white. Custom paint and colors available by quote.
Pyramid Dome Options	Add PA for Pyramid Acrylic and PP for Pyramid Polycarbonate.

*Investing in Roofing Solutions for Over 45 Years*

1-800-479-6832 • P.O. Box 7000 • Carlisle, PA 17013 • Fax: 717-245-7053 • www.carlisle-syntec.com  
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 REPRINT CODE: 605033 - "SunWeld Skylight Sell Sheet" - 110210

**BIDDER'S PROPOSAL**

*Independent*

**Escanaba WWTP Headworks Building Roof – 2016**

DATE: 4/12/2016

CITY OF ESCANABA  
ESCANABA, MI 49829

We, the undersigned, agree to furnish the City of Escanaba, Michigan **ALL MATERIALS AND LABOR TO REPLACE THE EXISTING HEADWORKS BUILDING AT THE ESCANABA WASTEWATER TREATMENT PLANT**, in accordance with the attached minimum specifications, which are part of this proposal, at the following price:

**TOTAL PROJECT COST:** \$ 54,974.00  
Cost to cut out and replace 3 courses of brick--ADD \$2,000.00  
Cost to scale wall and coat, texture with color--ADD \$1,200.00  
Certified check, Cashier's Check, or  
Bidder's Bond enclosed in the amount of: \$ 500,000.00  
(10% bid bond must be included to be to qualified)

Expected date of completion: 6/30/2016

- Please include the following items with the proposal:  
Contractor's written "plan-checklist" to fulfill the minim proposal requirements, including date of installation  
Proof of Insurance coverage  
Factory Specification sheet of proposed materials

SUBMITTED BY:

FIRM: Independent Roofing & Siding Company

ADDRESS: 700 Stephenson Avenue, PO Box 278. Escanaba, MI 49829

BY: 

TITLE: Project Manager

PRINTED NAME: Nathan Neumeier

**RESIDENTIAL • INDUSTRIAL • COMMERCIAL**

P.O. Box 278 • 700 Stephenson Ave. • Escanaba, MI 49829  
Phone 906-786-5242 • Fax 906-786-7740  
independent-roofing.net



<b>PROPOSAL SUBMITTED TO:</b>		<b>DATE:</b> April 12, 2016
Name:	City of Escanaba Attn: Jeff Lampi	Phone: (906) 786-1301
Address:	410 Ludington Street	Fax:
City:	Escanaba, MI 49829	

Hereby submit specifications and estimates for:

**WWTP Head Works Roofs:**

Remove the existing metal, ballast, EPDM roofing, insulation and built-up roofing down to the deck.

Inspect the concrete decking for any damage with Management.

Any rotten wood nailers will be replaced on a time and material basis.

Install new 2"x 8" Fir wood raisers on top of all existing cubs.

Prime the Deck with Firestone Solvent Based V-Force Primer at a rate of 60 square feet per gallon.

Install Firestone SA V-Force Vapor Barrier (40 mil).

Install two (2) layers of loose laid 2" Firestone Polyisocyanurate Insulation with an R- Value of 23.

Replace eight (8) exhaust vents, rain collars and covers with new Stainless Steel ones.

Install a .060 mil Firestone Ballasted EPDM Roof System with all related accessories.

Install 63 new West Tile 2' x 2' concrete Pavers around the HVAC equipment with a path to the door.

Install four (4) new Velux Skylights with Fall Protection screens as required per code.

Install new 20 Ga Firestone Galvanized cleat. Saw cut a reglet in the north upper wall.

Install new 24 Ga Firestone edge metal and 2 piece counter flashings that are ES-1 compliant.

Install a new Springfield Ladder Anchor for the upper roof. Remove all of the debris.

Provide Firestone Twenty (20) year NDL Warranty covering Material and Labor.

Provide the owner with a copy of all landfill receipts. Complete all work by 6/30/2016.

**ADD: \$4,500.00** for a 90 Mil ballasted EPDM with a 30 Year NDL warranty covering labor & material.

We hereby propose to furnish labor and materials-complete in accordance with the above specifications for the sum of:

**FIFTY-FOUR THOUSAND NINE HUNDRED SEVENTY FOUR AND NO/100 DOLLARS**

**(\$54,974.00) With payment to be made as follows:**

**Cash upon completion**

All material is guaranteed to be specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. We are fully covered by Workman's Compensation, Public Liability and Property Damage Insurance. Michigan Licensed Contractor #45025.

Authorized Signature: *Nathan Newman*

Note: This proposal may be withdrawn by us if not accepted within: Thirty Days (30)

Acceptance of Proposal

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

Accepted:

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

**Licensed • Insured • Bonded**  
Professionals you can trust... **Since 1917.**

**RESIDENTIAL • INDUSTRIAL • COMMERCIAL**

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Phone 906-786-5242 • Fax 906-786-7740  
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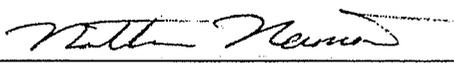
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Authorized Signature: 

Note: This proposal may be withdrawn by us if not accepted within: Thirty Days (30)

Acceptance of Proposal

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

Accepted:

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

**Licensed • Insured • Bonded**  
Professionals you can trust... **Since 1917.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/12/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Sheryl Polkinghorne	
VAST		PHONE (A/C, No, Ext): (906) 228-7500	FAX (A/C, No): (906) 228-5385
300 South Front Street		E-MAIL ADDRESS: sherylp@vastsolution.com	
Marquette MI 49855		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: National Specialty Insurance Co	22608
INSURED		INSURER B:	
Independent Roofing & Siding		INSURER C:	
700 Stephenson Ave		INSURER D:	
PO Box 278		INSURER E:	
Escanaba MI 49829		INSURER F:	

COVERAGES      CERTIFICATE NUMBER: 2015-2016      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			KWFCP5002026	7/1/2015	7/1/2016	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY			KWFCAS000880	7/1/2015	7/1/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				PROPERTY DAMAGE (Per accident)	\$
							Underinsured motorist	\$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		KWFUM5000384	7/1/2015	7/1/2016	EACH OCCURRENCE	\$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$ 5,000,000
	<input type="checkbox"/>	<input type="checkbox"/>						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			KWFWC5001726	5/1/2015	5/1/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

## CERTIFICATE HOLDER

City of Escanaba  
410 Ludington St.  
Escanaba, MI 49829

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

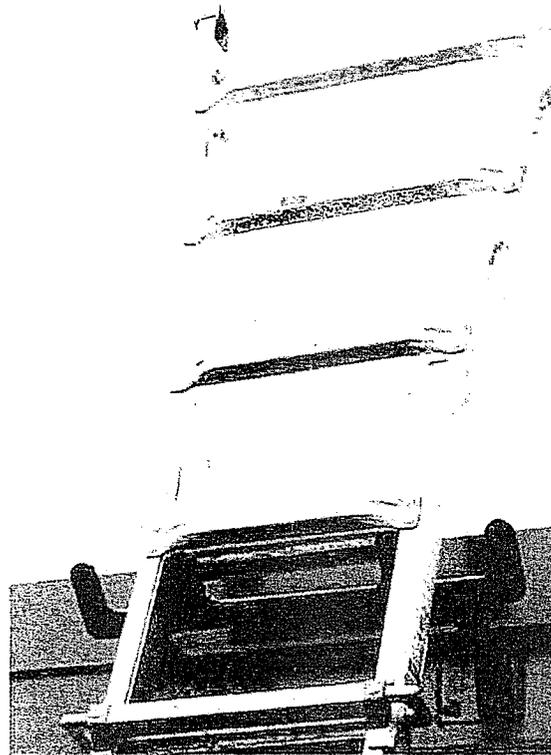
S Polkinghorne/SRP

## Springfield Ladder Brackets

SmartAnchor™ can also be installed on indoor surfaces to protect employees and maintenance workers as they access elevated areas of your production facility, warehouse, store, etc.

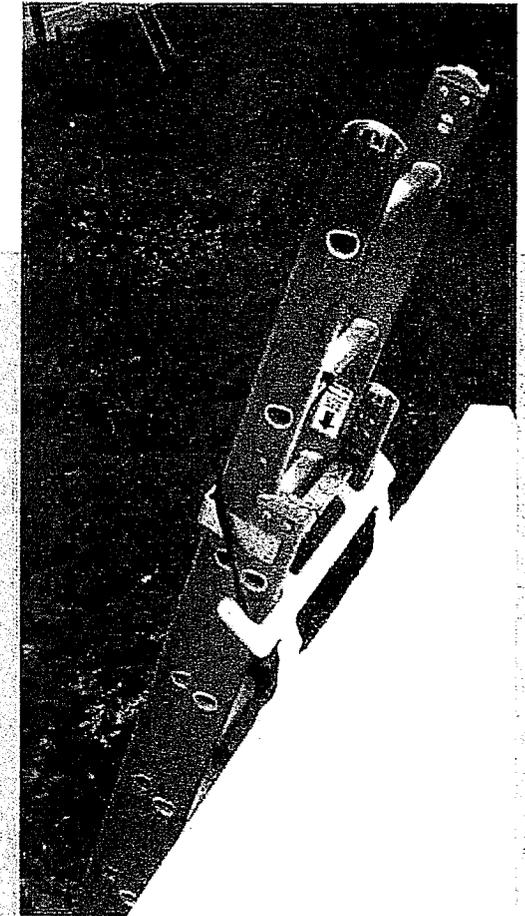


- Fixed to the sides of buildings and completely adjustable.
- They make access to elevated exterior areas safer for facilities.



- OSHA Compliant
- Provides Safe Roof Access
- Provides Safe Indoor Access to Elevated Areas
- Installed to Meet Existing Conditions
- The Most Cost Effective Solution
- Eliminates Ladder Slippage
  - Annual Inspections Available
- Jobsite Training Available

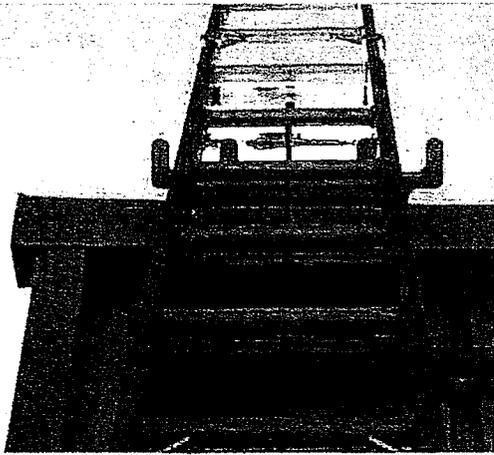
**SPRINGFIELD  
LadderAnchor™**



**A Product of Springfield  
SmartAnchor™**

6509 M 37, Kingsley, Michigan 49649  
(231) 263-5300 or (888) 469-0059

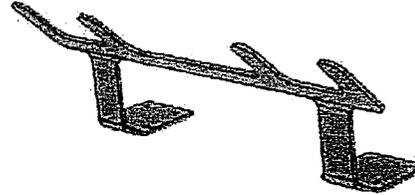
[www.SpringfieldSmart.com](http://www.SpringfieldSmart.com)



## Springfield LadderAnchor™

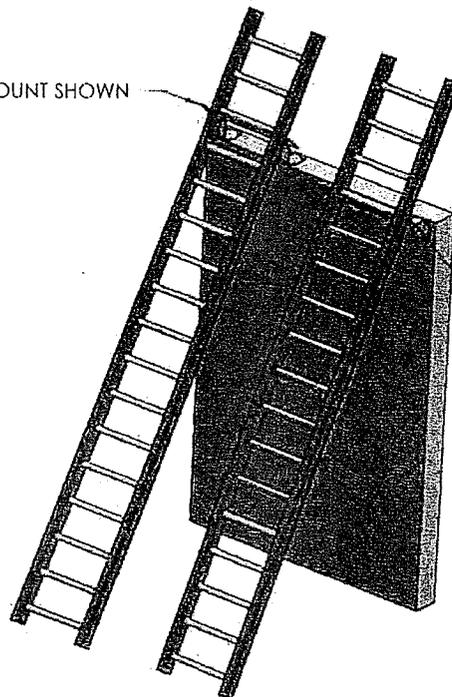
The Springfield LadderAnchor™ is a simple, cost effective solution that provides an approved anchor system on your roof or in your facility for your employees and contractors; helping you stay compliant with OSHA.

## SPRINGFIELD LadderAnchor™



SPRINGFIELD LADDER ANCHOR

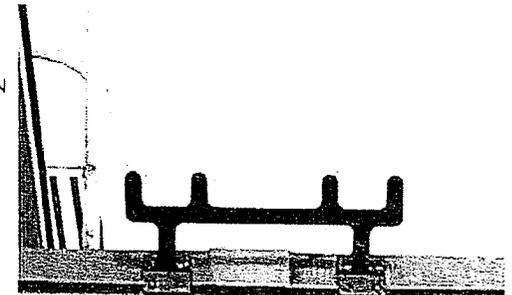
TOP MOUNT SHOWN



SIDE MOUNT SHOWN

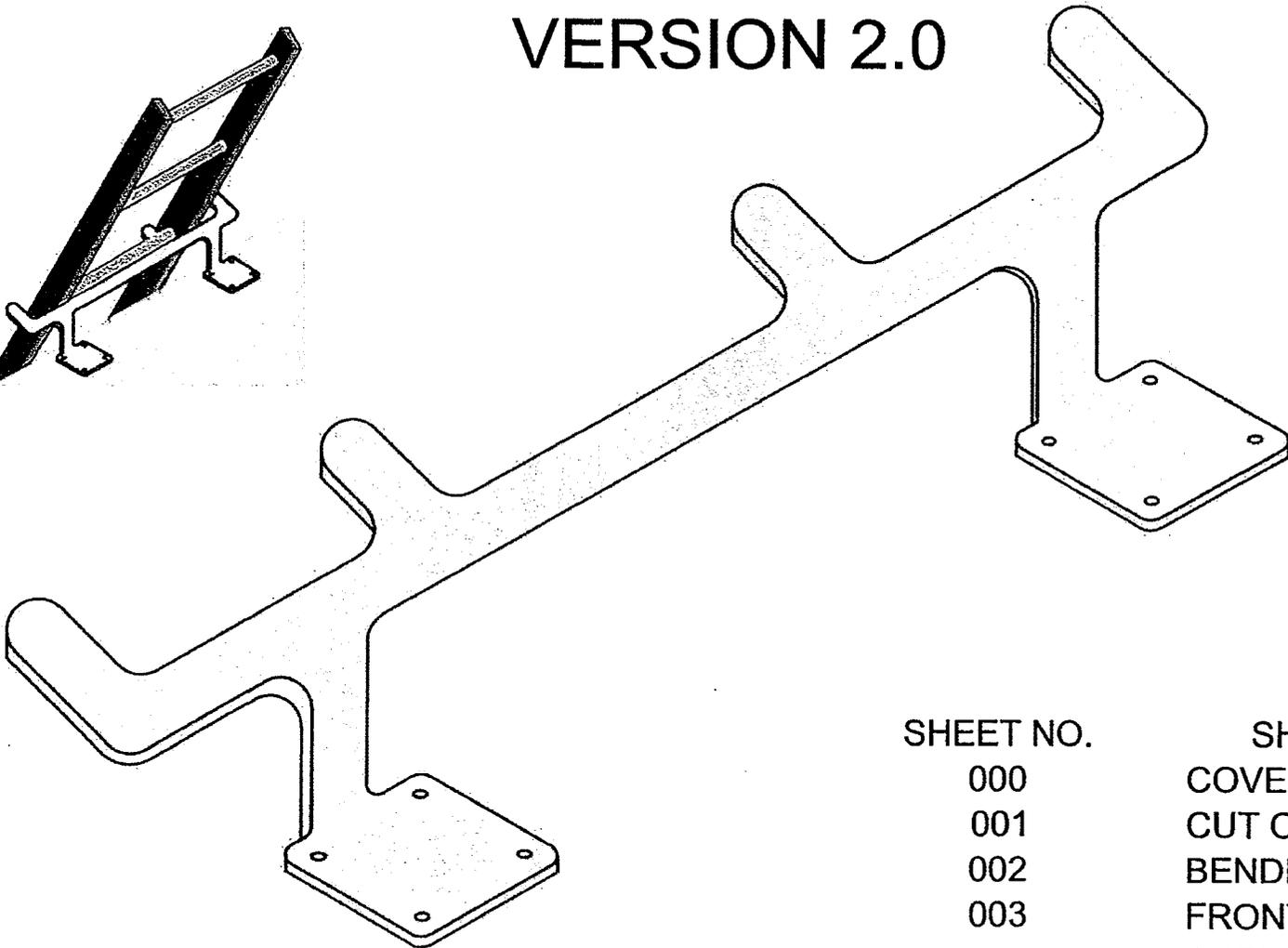
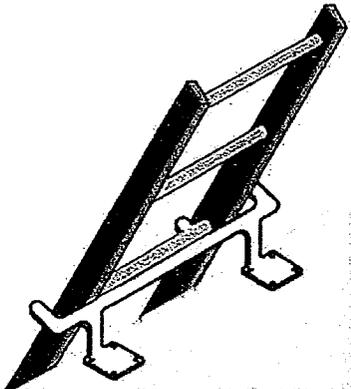
The higher the ladder, the more likely it is to slip. So we designed the OSHA-compliant Springfield LadderAnchor™.

- Installed on the top or side of the roof edge
- Keeps ladders secure, even in wet, windy conditions.



SPRINGFIELD LADDER ANCHOR OPTIONAL POSITIONS SHOWN

# SPRINGFIELD LADDER ANCHOR VERSION 2.0



SHEET NO.	SHEET NAME
000	COVER
001	CUT OUT
002	BENDING DETAILS
003	FRONT VIEW AND SPRINGFIELD LOGO



6509 M-37  
KINGSLEY, MI  
49649

## Escanaba WWTP Headworks Building Roof – 2016

### Minimal proposal requirements:

Please check each item that is achievable in your proposal and provide a written explanation if you are not able to fulfil any requirement. Please return this page with RFP.

1.  Removal and disposal of all roofing materials down to existing deck
2.  Closely inspect decking, with City Staff for any deficiencies before coving
3.  Install vapor barrier on top of decking
4.  Install a minimum installation with a value of R-23, Installation thickness & type must be specified
5.  Specify roofing material and thickness to be used
6.  Furnish and install new ballast
7.  Install new flashing – edging around the entire perimeter of the roof, including required flashing on all roof penetrations present.
8.  Removal of all debris from site, provide any and all dump slips
9.  Specify and provide written documentation concerning length of time and terms of **warranty on workmanship**
10.  Specify and provide written documentation concerning length of time and terms of **warranty on material.**
11.  Provide additional costs for replacement of any exhaust stacks, which may be replaced.
12.  Provide any additional comments for additional needs within the RFP,
13.  Furnish factory specifications of all materials' included within RFP
14.  Any and all required building permits and or required building inspections will be included in the cost of the RFP, and will be conducted, coordinated, and implemented by the contractor.
15.  Provide 3 copies of Operations and Maintenance manuals for all materials provided. *Will provide if Awarded*
16.  Contractor will insure that all work done on site, along with all equipment provided & installed will be in compliance with all current MI-OSHA rules and regulations.
17.  All work to be done in a workman like manner according to standard practices
18.  All work must be scheduled with the Wastewater Superintendent well in advance of project date, so as not to disrupt the effective operations and services of the Wastewater Plant.
19.  Completion date: Preferred to be no later than June 30<sup>th</sup>, 2016. Please provide expected date of competition, \_\_\_\_\_.

PLEASE COMPLETE AND RETURN THE MINIMUM SPECIFICATIONS FORM SUPPLIED.

# BID BOND

## Escanaba WWTP Headworks Building Roof – 2016

KNOWN TO ALL MEN BY THESE PRESENT, that we, the undersigned, \_\_\_\_\_ as principal and \_\_\_\_\_ as Surety, are hereby held and firmly bound unto the City of Escanaba, Delta County, Michigan, as Owner in the penal sum of \_\_\_\_\_ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for...

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

NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternate.

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreements created by the acceptance of said Bid.

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and Surety does hereby waive notice of any such extension.

IN WITNESS THEREOF, the Principal and Surety have hereunto set their hands and seals, and such of them are corporations who have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

SEAL:

\_\_\_\_\_ (L.S.)

Principal \_\_\_\_\_

Surety \_\_\_\_\_

# CONTRACT

THIS AGREEMENT, made this the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between (1) The City of Escanaba, Delta County, Michigan, acting herein through its (2) City Manager, hereinafter called Owner and (3) \_\_\_\_\_, an individual doing business as \_\_\_\_\_, a partnership, a corporation of the City of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_, hereinafter call Contractor.

**WITNESSED:** That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

## Escanaba WWTP Headworks Building Roof – 2016

hereinafter called the project, for the sum of \_\_\_\_\_ and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his ( its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the Contract, the plans which include all maps, plats, blue prints and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by the City Engineer, herein entitled the Architect/Engineer, and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a written Notice to Proceed of the Owner and to fully complete the project prior to sixty (60) days after that date. The Contractor further agrees to pay, as liquidated damages, the sum of \$500.00 for each consecutive day thereafter as hereinafter provided, in the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in Article 14, Payments to CONTRACTOR and Completion, of the General Conditions.

IN WITNESS THEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed as original, in the year and day first above mentioned.

**SEAL:**

**ATTEST:**

The City of Escanaba, Delta County, Michigan  
(Owner)

By: \_\_\_\_\_

Robert S. Richards, City Clerk

James V. O' Toole, City Manager

\_\_\_\_\_  
Witness,

**SEAL:**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Address

1. Corporate name of Owner
2. Title of authorized official
3. Strike out inapplicable terms. Secretary of the Owner should attest.
4. If contractor is corporation, Secretary should attest. Give proper title of each person executing contract.

## **PERFORMANCE BOND**

KNOWN ALL MEN BY THESE PRESENTS: That we (1) \_\_\_\_\_,  
a (2) Corporation hereinafter called Principal and (3) \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_, State of \_\_\_\_\_,  
hereinafter called the Surety, are held and firmly bound unto (4) The City of Escanaba of Delta  
County, Michigan, hereinafter called Owner, in the penal sum of \_\_\_\_\_  
in lawful money of the United States, for the payment of which sum well and truly to be made, we  
bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by  
these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain  
contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2016,  
a copy of which is hereto attached and made a part hereof for the construction of:

### **Escanaba WWTP Headworks Building Roof – 2016**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the  
undertakings, covenants, terms, conditions and agreements of said contract during the original term  
thereof, and any extensions thereof which may be granted by the Owner, with or without notice to  
the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall  
fully indemnify and save harmless the Owner from all costs and damages which it may suffer by  
reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which  
the Owner may incur in making good any default, then this obligation shall be void; otherwise to  
remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that  
no change, extension of time, alteration or addition to the terms of the contract or to the work to be  
performed there under or the specifications accompanying the same shall in any way affect its  
obligation on this bond, and it does hereby waive notice of any such change, extension of time,  
alteration or addition to the terms of the contract or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall  
abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS THEREOF, this instrument is executed in four (4) counterparts, each one of which  
shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**ATTEST:**

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Principal Secretary

By: \_\_\_\_\_

\_\_\_\_\_  
Address

**SEAL:**

\_\_\_\_\_  
Witness to Principal

\_\_\_\_\_  
Address

**ATTEST:**

\_\_\_\_\_  
Surety Secretary

Surety \_\_\_\_\_

By: \_\_\_\_\_  
Attorney-in-fact

**SEAL:**

\_\_\_\_\_  
Address

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
Address

**NOTE:** Date of Bond must not be prior to date of Contract.

- (1) Correct name of Contractor
- (2) A Corporation, a Partnership or an Individual, as case may be
- (3) Correct name of Surety
- (4) Correct name of Owner
- (5) If Contractor is Partnership, all partners should execute bond.  
(Performance Bond - P.2)

# **PAYMENT BOND**

KNOWN ALL MEN BY THESE PRESENTS: That we (1) \_\_\_\_\_,  
a (2) \_\_\_\_\_ hereinafter call Principal and (3) \_\_\_\_\_,  
\_\_\_\_\_, State of \_\_\_\_\_ hereinafter called the Surety,  
are held and firmly bound unto (4) the City of Escanaba of Delta County, Michigan hereinafter  
called Owner, in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_)  
in lawful money of the United States, for the payment of which sum well and truly to be made, we  
bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by  
these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a  
certain contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2016,  
a copy of which is hereto attached and made a part hereof for the construction of:

## **Escanaba WWTP Headworks Building Roof – 2016**

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms,  
subcontractors, and corporations furnishing materials for or performing labor in the prosecution of  
the work provided for in such contract, and any authorized extension or modification thereof,  
including all amounts due for materials, lubricants, oil, gasoline, repairs on machinery, equipment  
and tools, consumed or used in connection with the construction of such work, and all insurance  
premiums on said work, and for all labor performed in such work whether by subcontractor or  
otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and  
agrees that no change, extension of time, alteration or addition to the terms of the contract or to the  
work to be performed there under or the specifications accompanying the same shall in any way  
affect its obligation on this bond, and it does hereby waive notice of any such change, extension of  
time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement under the Owner and the Contractor shall  
abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS THEREOF, this instrument is executed in four (4) counterparts, each one of  
which shall be deemed an original, this the \_\_\_\_\_, day of \_\_\_\_\_, 2016.

**ATTEST:**

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Principal Secretary

By: \_\_\_\_\_

\_\_\_\_\_  
Address

**SEAL:**

\_\_\_\_\_  
Witness to Principal

\_\_\_\_\_  
Address

**ATTEST:**

\_\_\_\_\_  
Surety Secretary

Surety \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Attorney-in-fact

**SEAL:**

\_\_\_\_\_  
Address

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
Address

**NOTE:** Date of bond must not be prior to date of contract.

1. Correct Name Contractor
2. A Corporation, a Partnership or an Individual, as case may
3. Correct name of Surety
4. Correct name of Owner
5. If Contractor is Partnership, all partners should execute bond (Performance Bond – P.2)

# **CERTIFICATE OF GRANTEE/BORROWERS ATTORNEY**

I, the undersigned

\_\_\_\_\_, the duly authorized  
and acting legal representative of \_\_\_\_\_

\_\_\_\_\_, do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provision thereof.

\_\_\_\_\_  
Date

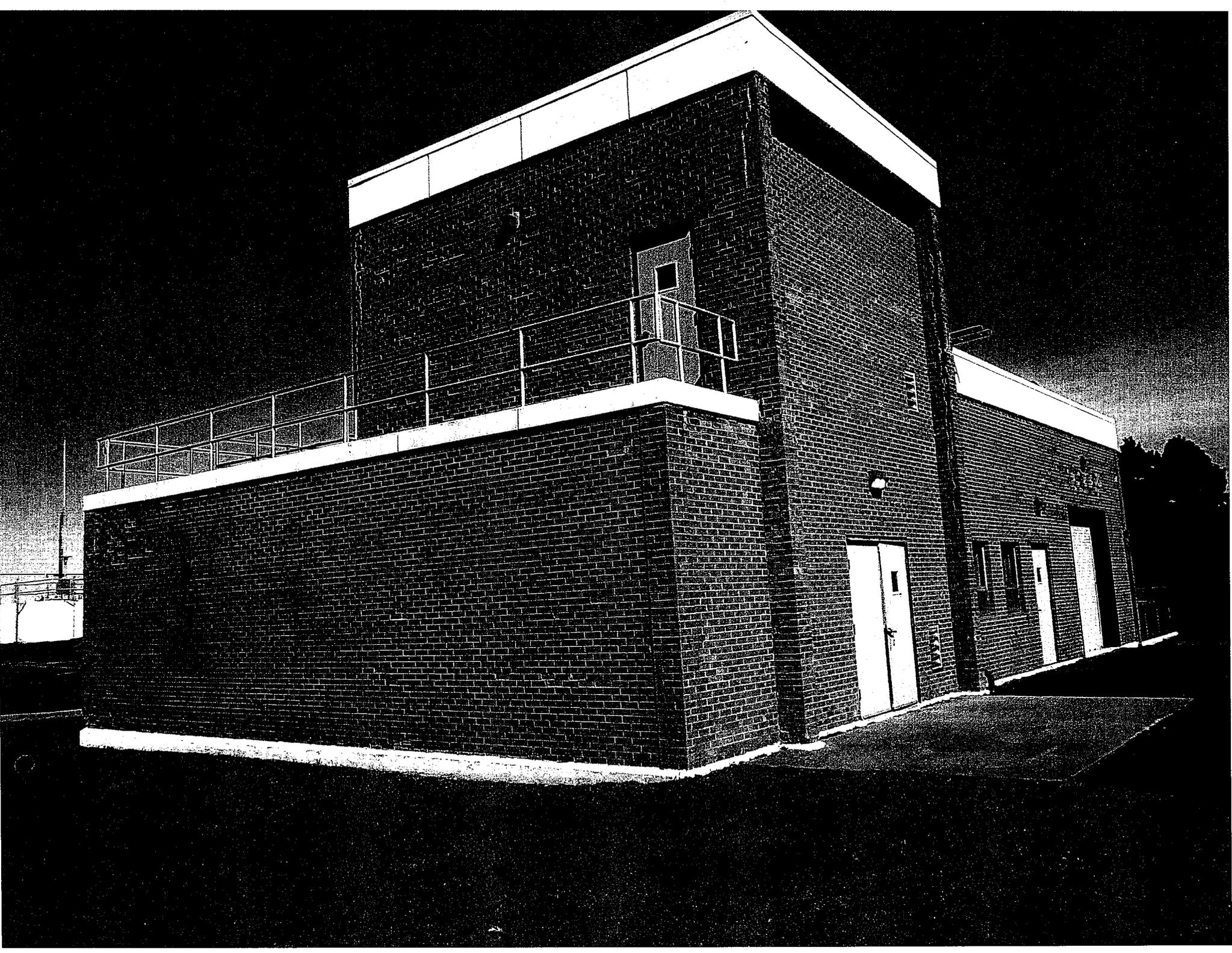




















CITY OF ESCANABA

2015-2016 Wastewater Fund Budget Request Workpaper

Fund Number

555

Activity Number

000

REQUEST FOR CAPITAL EXPENDITURES

Description of Request		Actual 2012-13	Actual 2013-14	Estimate 2014-15	Budget 2014-15	Request 2015-16	Recommended 2015-16	Final 2015-16	\$ Change Col. 7-Col.4	% Change Col. 7-Col.4
	Plant Alarm/Monitoring System				15,000	15,000	0	0	(15,000)	-100.00%
	Protective Coating-Final Clarifiers				25,000	25,000	0	0	(25,000)	-100.00%
	Upgrade Lift Stations				5,000	5,000	0	0	(5,000)	-100.00%
	Replace Chemical Feed System				15,000	15,000	0	0	(15,000)	-100.00%
	Refurbish Digester Covers #1 & #2				20,000	20,000	20,000	20,000	0	0.00%
	Renovate Training/Conference Room				10,000	0	0	0	(10,000)	-100.00%
	Repair/Replace Switchgear on Generator				18,000	20,000	20,000	20,000	2,000	11.11%
	5th Street Lift Station Improvements				20,000	20,000	20,000	20,000	0	0.00%
	Refurbish and Seal Interior of Digester				60,000	0	0	0	(60,000)	-100.00%
541 - 136	→ Repair / Replace Headworks Building Roof Structures and Improvements	12,303	46,444	58,000	188,000	176,000	116,000	116,000	(72,000)	-38.30%
	Lab Drying Oven				2,700	2,700	0	0	(2,700)	-100.00%
	Lab Muffle Furnace				3,700	3,700	0	0	(3,700)	-100.00%
	Lawn Mower				6,000	0	0	0	(6,000)	-100.00%
	Sewer Truck				275,000	275,000	150,000	150,000	(125,000)	-45.45%
	Small Push Camera (Share with DPW)				0	5,000	5,000	5,000	5,000	NEW
	Sewer Camera Replacement (Currently in MVF)				0	60,000	60,000	60,000	60,000	NEW
	Portable Generator				0	60,000	60,000	60,000	60,000	NEW
-154 -200	Equipment and Improvements	0	5,300	5,500	287,400	406,400	275,000	275,000	(12,400)	-4.31%
	Highway Crossings				20,000	20,000	0	0	(20,000)	-100.00%
	Replace / Re-Line 23rd Ave Main				0	120,000	120,000	120,000	120,000	NEW
	Replace / Re-Line Donut Connection/Mini-Mall Lot Main				0	140,000	140,000	140,000	140,000	NEW
	Replace / Re-Line S 19th St Main				0	105,000	105,000	105,000	105,000	NEW
-140 -100	Mains	0	0	0	20,000	385,000	365,000	365,000	345,000	1725.00%
	Scada Upgrade - Computes/Operating Software				15,000	15,000	0	0	(15,000)	-100.00%
	Computer System Expansion				5,000	5,000	1,200	1,200	(3,800)	-76.00%
	Renovate Office				0	10,000	1,000	1,000	1,000	NEW
-154 -300	Office & Laboratory Equipment	2,000	1,138	8,000	20,000	30,000	2,200	2,200	(17,800)	-89.00%
<b>TOTAL CAPITAL OUTLAY</b>		<b>14,303</b>	<b>52,882</b>	<b>71,500</b>	<b>515,400</b>	<b>997,400</b>	<b>758,200</b>	<b>758,200</b>	<b>242,800</b>	<b>47.11%</b>

**Wastewater  
Department**

# Memo

**To:** Jim O'Toole, City Manager  
**From:** Jeff Lampi, W & WWTP Supt.  
**Date:** 4/26/16  
**Re:** Electrical Transfer Switch Replacement

Jim:

I have sent out the necessary RFP's to replace our existing Automatic Transfer Switch (ATS) at the Wastewater Plant. I have listed each contractor who has submitted bids, along with the short summary. Attached you will find the complete bid tabulation and all back up the contractors provided in their bids

Master Electric, Inc., Escanaba, MI	\$24,903.00
Kobas Electric Company Inc., Escanaba, MI	\$26,941.00

After reviewing all the information submitted by the vendors, I would like to recommend the hiring of Master Electric to replace the ATS as indicated within their bid.

With your approval I would like to award the contract to Master Electric of Escanaba, MI to provide and remove the existing ATS and install the new ATS as per the specifications' listed in the RFP at a cost not to exceed **\$24,903.00**.

Twenty thousand dollars has been budgeted for this project within this fiscal year, but an additional five thousand dollars has been budgeted for the upcoming fiscal year. (\$25,000.00) Money is budgeted for this project. It is unlikely that this project will be completed by June 30<sup>th</sup> due to the lead time required for the ATS.

Pc: Melissa Becotte, City Controller



## BIDDER'S PROPOSAL

### Escanaba WWTP Electrical Transfer Switch Replacement – 2016

DATE: 4-12-16

CITY OF ESCANABA  
ESCANABA, MI 49829

We, the undersigned, agree to furnish the City of Escanaba, Michigan ALL MATERIALS AND LABOR TO REPLACE THE EXISTING ELECTRICAL TRANSFER SWITCH (ATS), INCLUDING BACK POWER FOR THE DURATION OF THE PROJECT AT THE ESCANABA WASTEWATER TREATMENT PLANT, in accordance with the attached minimum specifications, which are part of this proposal, at the following price:

TOTAL PROJECT COST: \$ 24,903.00

Certified check, Cashier's Check, or  
Bidder's Bond enclosed in the amount of: \$ 2,490.00  
(10% bid bond must be included to be to qualified)

Expected date of completion: 6-30-16

Please include the following items with the proposal:

Contractor's written "plan-checklist" to fulfill the minim proposal requirements, including date of installation

Proof of Insurance coverage

Factory Specification sheet of proposed ATS

SUBMITTED BY:

FIRM: Master Electric Inc

ADDRESS: 2205 N 19th Street  
Escanaba, MI 49829

BY: [Signature]

TITLE: Project Manager

PRINTED NAME: Carl Servant

## Escanaba WWTP Electrical Transfer Switch Replacement – 2016

### Minimal proposal requirements:

Please check each item that is achievable in your proposal and provide a written explanation if you are not able to fulfill any requirement. Please return this page with RFP.

1.  Demolition and removal of existing Automatic Transfer Switch (ATS)
2.  Furnish and complete installation of new ATS including all labor.
3.  Provide and terminate a temporary generator for Stand-by Power which is capable of providing the energy demand of the entire Wastewater Plant for the duration of the installation project.
4.  Stand-by Power will remain on site and operational until the successful completion of the replacement of the ATS
5.  Furnish detailed factor specifications of the exact or equate ATS to replace the current 1200 amp, 480V, 3 pole ATS
6.  Specify NEMA rating on cabinet within proposal.
7.  All electrical supplies to be included.
8.  Any and all required electrical permits and or required electrical inspections will be included in the cost of the RFP, and will be conducted, coordinated, and implemented by the contractor.
9.  Provide 3 copies of Operations and Maintenance manuals for ATS provided.
10.  Provide City Staff on-site training required to become proficient in safely operating ATS provided.
11.  Contractor will insure that all work done on site, along with all equipment provided & installed will be in compliance with all current MI-OSHA rules and regulations.
12.  All work to be done in a workman like manner according to standard practices
13.  All work must be scheduled with the Wastewater Superintendent well in advance of project date, so as not to disrupt the effective operations and services of the Wastewater Plant.
14.  Completion date: Preferred to be no later than June 30<sup>th</sup>, 2016. Please provide expected date of competition. 6-30-16. Please note there is a 8-12 week lead time on transfer switch.

PLEASE COMPLETE AND RETURN THE MINIMUM SPECIFICATIONS FORM SUPPLIED.

*Please provide any additional information required*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/12/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Diebold Insurance Agency 817 W Houghton Ave. P.O. Box 188 West Branch MI 48661	CONTACT NAME: Jackie Rachow	FAX (A/C. No): (989) 345-0232	
	PHONE (A/C. No. Ext): (989) 345-0200	E-MAIL ADDRESS: jackie@dieboldinsurance.com	
INSURED Master Electric Inc 2350 West M61 Gladwin MI 48624	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Cincinnati Insurance Co		10677
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: 15-16 WC, BA REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

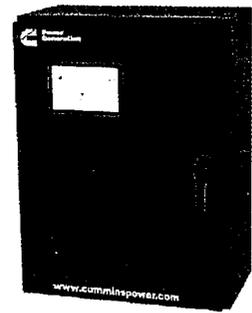
INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	EPP0040454/EBA0040454	10/12/2014	10/12/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		EPP0040454/EBA0040454	10/12/2014	10/12/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		EPP0040454/EBA0040454	10/12/2014	10/12/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	WC2127342	11/1/2015	11/1/2016	<input checked="" type="checkbox"/> PER-STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment		EPP0040454/EBA0040454	10/12/2014	10/12/2017	\$250 Deductible \$80,000 Limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Re: Escanaba WWTP Electrical Switch Gear Replacement. City of Escanaba is additional insured on the general liability for the above project per attached form. The general liability includes form GA233 0207, which provides additional insured status to any person or organization described in the form, whom the insured is required to add as additional insured under the general liability by reason of a written contract or agreement or an oral agreement or contract where a certificate of insurance showing that person or organization as an additional insured has been issued, subject to the conditions, definitions, and limitations of the form.

CERTIFICATE HOLDER  City of Escanaba 410 Ludington Street Escanaba, MI 49829	CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Mark Dantzer/TERRY <i>Mark E. Dantzer</i>

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# Transfer switch OTEC open transition



## > Specification sheet

40 - 1200 Amp

Our energy working for you.™



## Power Generation

### Description

OTEC transfer switches are designed for operation and switching of electrical loads between primary power and standby generator sets. They are suitable for use in emergency, legally required, and optional standby applications. The switches monitor both power sources, signal generator set startup, automatically transfer power, and return the load to the primary power source once a stable utility is available.

The fully integrated controller is designed for practical functionality, with LED indicators and digital pushbuttons for ease of operator use.



All switches are UL 1008 Listed with UL Type Rated cabinets and UL Listed CU-AL terminals.



All switches are certified to CSA 282 Emergency Electrical Power Supply for Buildings, up to 600 VAC.

**NEC**

Equipment shall be suitable for use in systems compliant to 700, 701 and 702.



All switches comply with NFPA 70, 99 and 110.



All switches comply with NEMA ICS 10.



All switches comply with IEEE 446 Recommended Practice for Emergency and Standby Power Systems.



This transfer switch is designed and manufactured in facilities certified to ISO9001.

### Features

**Microprocessor control** - Easy-to-use, standard control. LEDs display transfer switch status; pushbuttons allow operator to activate control test, exercise timing and transfer mode.

**Programmed transition** - Open transition timing can be adjusted to completely disconnect the load from both sources for a programmed time period, as recommended by NEMA MG-1 for transfer of inductive loads.

**Advanced transfer switch mechanism** - Unique bi-directional linear actuator provides virtually friction-free, constant force, straight-line transfer switch action during automatic operation.

**Manual operation** - Manual operating handles, shielded termination, and over-center contact mechanisms allow effective manual operation under de-energized conditions.

**Positive interlocking** - Mechanical and electrical interlocking prevent source-to-source connection through the power or control wiring.

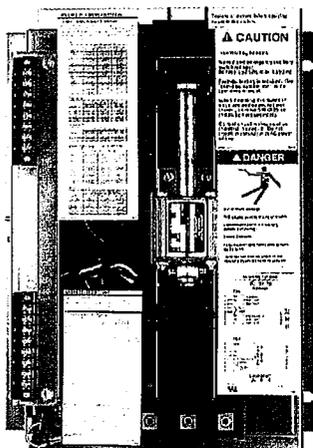
**Main contacts** - Heavy-duty silver alloy contacts with multi-leaf arc chutes are rated for 100% load interruption. They require no routine contact maintenance and provide 100% continuous current ratings.

**Easy service/access** - Single-plug harness connection and compatible terminal markings simplify servicing. Access space is ample. Door-mounted controls are field-programmable; no tool is required.

**Complete product line** - Cummins Power Generation offers a wide range of equipment, accessories and services to suit virtually any backup power application.

**Warranty and service** - Products are backed by a comprehensive warranty and a worldwide network of distributors with factory-trained service technicians.

## Transfer switch mechanism



- Transfer switch mechanism is electrically operated and mechanically held in the Source 1 and Source 2 positions. The transfer switch incorporates electrical and mechanical interlocks to prevent inadvertent interconnection of the sources.
- Independent break-before-make action is used for both 3-pole and 4-pole/switched neutral switches. This design allows use of sync check operation when required, or control of the operating speed of the transfer switch for proper transfer of motor and rectifier-based loads (programmed transition feature).
- True 4-pole switching allows for proper ground (earth) fault sensing and consistent, reliable operation for the life of the transfer switch. The neutral poles of the transfer switch have the same ratings as the phase poles and are operated by a common crossbar mechanism, eliminating the possibility of incorrect neutral operation at any point in the operating cycle, or due to failure of a neutral operator.
- Electrical interlocks prevent simultaneous closing signals to normal and emergency contacts and interconnection of normal and emergency sources through the control wiring.
- High pressure silver alloy contacts resist burning and pitting. Separate arcing surfaces further protect the main contacts. Contact wear is reduced by multiple leaf arc chutes that cool and quench the arcs. Barriers separate the phases to prevent interphase flashover. A transparent protective cover allows visual inspection while inhibiting inadvertent contact with energized components.
- Switch mechanism, including contact assemblies, is third-party certified to verify suitability for applications requiring high endurance switching capability for the life of the transfer switch. Withstand and closing ratings are validated using the same set of contacts, further demonstrating the robust nature of the design.

## Specifications

<b>Voltage rating</b>	Transfer switches rated from 40 A through 1200 A are rated up to 600 VAC, 50 or 60 Hz.
<b>Arc interruption</b>	Multiple leaf arc chutes cool and quench the arcs. Barriers prevent interphase flashover.
<b>Neutral bar</b>	A full current-rated neutral bar with lugs is standard on enclosed 3-pole transfer switches.
<b>Auxiliary contacts</b>	Two contacts (one for each source) are provided for customer use. Wired to terminal block for easy access. Rated at 10A continuous and 250 VAC maximum.
<b>Operating temperature</b>	-22 °F (-30 °C) to 140 °F (60 °C)
<b>Storage temperature</b>	-40 °F (-40 °C) to 140 °F (60 °C)
<b>Humidity</b>	Up to 95% relative, non-condensing
<b>Altitude</b>	Up to 10,000 ft (3,000 m) without derating
<b>Total transfer time (source-to-source)</b>	Will not exceed 6 cycles at 60 Hz with normal voltage applied to the actuator and without delayed transition enabled.
<b>Manual operation handles</b>	Transfer switches are equipped with permanently attached operating handles and quick-break, quick-make contact mechanisms suitable for manual operation under de-energized conditions.

**Open transition/programmed** – Controls the time required for the device to switch from source to source, so that the load-generated voltages decay to a safe level before connecting to an energized source. Recommended by NEMA MG-1 to prevent nuisance tripping breakers and load damage. Adjustable 0-60 seconds, default 0 seconds.

**Open transition/in-phase** – Initiates open transition transfer when in-phase monitor senses both sources are in phase. Operates in a break-before-make sequence. Includes ability to enable programmed transition as a backup. If sources are not in phase within 120 seconds, the system will transfer using programmed transition.

## Our energy working for you.™

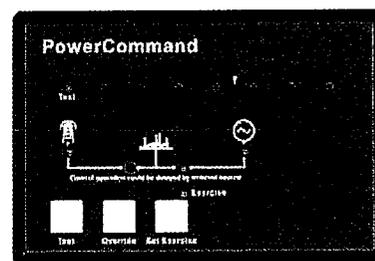
[www.cumminspower.com](http://www.cumminspower.com)

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S-1464n (7/10)



## Microprocessor control

- Simple, easy-to-use control provides transfer switch information and operator controls
- LED lamps for source availability and source connected indication, exercise mode, and test mode. LED status lamps also provided for control set-up and configuration.
- Pushbutton controls for initiating test, overriding time delays and setting exercise time.
- Field-configurable for in-phase open or programmed open transition.
- Integral exerciser clock
- Control is prototype-tested to withstand voltage surges per EN 60947-6-1.
- Gold-flashed generator start contacts



## Control functions

**Voltage sensing:** All phases on the normal source and single phase on generator source. Normal Source Pickup: adjustable 90-95%, Dropout: adjustable 70-90% of nominal voltage; Generator Source Pickup: 90%, dropout: 75% of nominal voltage.

**Frequency sensing:** Generator Source Pickup: 90% of nominal frequency; Dropout: 75% of nominal frequency.

**Exerciser clock:** Switch is furnished with an integral engine exerciser configurable for operation on a 7, 14, 21, or 28-day cycle with a fixed exercise period duration of 20 minutes. A 12-hr exerciser time offset allows for the convenient setting of exercise time without the need to activate the timer at the exact time that you need to schedule the generator exercise for. Software selectable capability allows for the exercising of the generator with or without load.

## Time-delay functions

**Engine start:** Prevents nuisance genset starts due to momentary power system variation or loss. Adjustable: 0-10 seconds; default: 3 seconds.

**Transfer normal to emergency:** Allows genset to stabilize before application of load. Prevents power interruption if normal source variation or loss is momentary. Allows staggered transfer of loads in multiple transfer switch systems. Adjustable 0-300 seconds, default 5 seconds.

**Retransfer emergency to normal:** Allows the utility to stabilize before retransfer of load. Prevents needless power interruption if return of normal source is momentary. Allows staggered transfer of loads in multiple transfer switch systems. Adjustable 0-30 minutes, default 10 minutes.

**Genset stop:** Maintains availability of the genset for immediate reconnection in the event that the normal source fails shortly after transfer. Allows gradual genset cool down by running unloaded. Adjustable 0-30 minutes, default 10 minutes.

**Delayed (programmed) transition:** Controls the speed of operation of the transfer switch power contacts to allow load generated voltages from inductive devices to decay prior to connecting a live source. Adjustable 0-10 seconds, default 0 seconds.

**Elevator signal:** Provides a relay output contact for the elevator signal relay (load disconnect). The signal can also be configured to provide a post transfer delay of the same duration. Adjustable: 0-300 seconds (requires optional elevator signal relay for use).

## Options

**Elevator signal relay:** Provides a relay output contact for the signal relay function

**Programmable exerciser clock:** Provides a fully-programmable 7-day clock to provide greater flexibility in scheduling exercise periods than standard integral exerciser. Time-of-day setting feature operates generator during periods of high utility rates.

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S-1464n (7/10)



## UL withstand and closing ratings

The transfer switches listed below must be protected by circuit breakers or fuses. Referenced drawings include detailed listings of specific breakers or fuse types that must be used with the respective transfer switches. Consult with your distributor/dealer to obtain the necessary drawings. Withstand and Closing Ratings (WCR) are stated in symmetrical RMS amperes.

Transfer switch ampere	MCCB protection			Special circuit breaker protection		
	WCR at volts max with specific manufacturers MCCBs	Max MCCB rating	Drawing reference	With specific current limiting breakers (CLB)	Max CLB rating	Drawing reference
40, 70, 125 3-pole	14,000 at 600	225 A	098-6885	200,000 @ 600	225 A	098-6918
40, 70, 125 4-pole	30,000 at 600	225 A	098-6885	200,000 @ 600	225 A	098-6918
150, 225, 260	30,000 at 600	400 A	098-6886	200,000 @ 600	400 A	098-6919
300, 400, 600	65,000 at 600	1200 A	098-6887	200,000 @ 600	1200 A	098-6920
800, 1000	65,000 at 480	1400 A	098-6888	200,000 @ 600	1400 A	098-6921
	50,000 at 600					
1200	85,000 at 480	1600 A	A030U183	200,000 @ 600	1600 A	A030U185
	65,000 at 600					

## Fuse protection

Transfer switch ampere	WCR at volts max. with current limiting fuses	Max fuse, size and type	Drawing reference
40, 70, 125 3- and 4-pole	200,000 at 600	200 A Class, J, RK1, RK5, T	098-6885
150, 225, 260	200,000 at 600	1200 A Class L or T, or 600 A class J, RK1, RK5	098-6886
300, 400, 600	200,000 at 600	1200 A Class L or T, or 600 A Class, J, RK1, RK5	098-6887
800, 1000	200,000 at 600	2000 A Class L or 1200 A class T or 600 A class J, RK1, RK5	098-6888
1200	200,000 at 600	2000 A Class L or 1200 A class T or 600 A class J, RK1, RK5	A030U183

## 3-cycle ratings

Transfer switch ampere	WCR at volts max 3-cycle rating	Max MCCB rating	Drawing reference
1200	42,000 at 600	2000 amps	A030U183

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## Enclosures

The transfer switch and control are wall-mounted in a key-locking enclosure. Wire bend space complies with 2008 NEC.

### Dimensions - transfer switch in UL type 1 enclosure

Amp rating	Height		Width		Depth				Weight		Outline drawing
	in	mm	in	mm	Door closed		Door open		lb	kg	
					in	mm	in	mm			
40, 70, 125 3-pole	27.0	686	20.5	521	12.0	305	31.5	800	82	37	0310-0544
40, 70, 125 4-pole	35.5	902	26.0	660	16.0	406	41.0	1042	165	75	0500-4896
150, 225	35.5	902	26.0	660	16.0	406	41.0	1042	165	75	0310-0414
260	43.5	1105	28.5	724	16.0	406	43.0	1093	170	77	0310-0540
300, 400, 600	54.0	1372	25.5	648	18.0	457	42.0	1067	225	102	0310-1307
800, 1000	68.0	1727	30.0	762	19.5	495	48.5	1232	360	163	0310-0417
1200	90.0	2286	39.0	991	27.0	698	63.0	1600	730	331	A030L411

### Dimensions - transfer switch in UL type 3R, 4, 4X, or 12 enclosure

Amp rating	Height		Width		Depth				Weight		Cabinet type	Outline drawing
	in	mm	in	mm	Door closed		Door open		lb	kg		
					in	mm	in	mm				
40, 70, 125 3-pole	34.0	864	26.5	673	12.5	318	36.5	927	125	57	3R, 12	0310-0453
	46.0	1168	32.0	813	16.0	406	46.0	1168	255	102	4	0310-0445
40, 70, 125 4-pole	42.5	1080	30.5	775	16.0	406	44.0	1118	215	97	3R, 12	0500-4896
	46.0	1168	32.0	813	16.0	406	46.0	1168	255	102	4	0500-4896
150, 225	42.5	1080	30.5	775	16.0	406	44.0	1118	215	97	3R, 12	0310-0454
	46.0	1168	32.0	813	16.0	406	46.0	1168	255	102	4	0310-0446
260	46.0	1168	32.0	813	16.0	406	46.0	1168	255	102	4X	0500-4184
											3R, 12	0310-0455
300, 400, 600	59.0	1499	27.5	699	16.5	419	41.5	1054	275	125	4	0310-0447
	73.5	1867	32.5	826	19.5	495	49.5	1257	410	186	4X	0500-4185
800, 1000	73.5	1867	32.5	826	19.5	495	49.5	1257	410	186	3R, 12	0310-0457
											4	0310-0449
1200	90.0	2286	39.0	991	27.0	698	63.0	1600	730	331	4X	0500-4185
											3R, 12, 4, 4X	A030L411

### Transfer switch lug capacities

All lugs accept copper or aluminum wire unless indicated otherwise.

Transfer switch ampere	Cables per phase	Size
40, 70, 125 3-pole	1	#12 AWG-2/0
40 4-pole	1	#12 AWG-2/0
70, 125 4-pole	1	#6 AWG - 300 MCM
150, 225	1	#6 AWG - 300 MCM
260	1	#6 AWG - 400 MCM
300, 400	1	3/0 - 600 MCM
300, 400	2	3/0 - 250 MCM
600	2	250 - 500 MCM
800	4	250 - 500 MCM
1000,1200	4	#2 AWG-750 MCM

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## Submittal detail

### Amperage ratings

- 40
- 70
- 125
- 150
- 225
- 260
- 300
- 400
- 600
- 800
- 1000
- 1200

### Voltage ratings

- R020 120
- R038 190
- R021 208
- R022 220
- R023 240
- R024 380
- R025 416
- R035 440
- R026 480
- R027 600

### Pole configuration

- A028 Poles - 3 (solid neutral)
- A029 Poles - 4 (switched neutral)

### Frequency

- A044 60 Hertz
- A045 50 Hertz

### Application

- A035 Utility to genset

### System options

- A041 Single phase, 2-wire or 3-wire
- A042 Three phase, 3-wire or 4-wire

### Enclosure

- B002 Type 3R: intended for outdoor use, provides some protection from dirt, rain and snow (similar to IEC Type IP34)
- B003 Type 4: indoor or outdoor use, provides some protection from wind-blown dust and water spary (similar to IEC Type IP65)
- B010 Type 12: indoor use, some protection from dust (similar to IEC Type IP61)
- B025 Type 4X: stainless steel, indoor or outdoor use, provides some protection from corrosion (similar to IEC Type IP65)

### Standards

- A046 UL 1008/CSA certification
- A080 Seismic certification

### Control voltage

- M033 12V, Genset starting voltage
- M034 24V, Genset starting voltage

### Control options

- J030 External exercise clock
- M032 Elevator signal relay

### Battery chargers

- K001 2 amps, 12/24 volts
- KB59 15 amps, 12 volts
- KB60 12 amps, 24 volts

### Auxiliary relays

Relays are UL Listed and factory installed. All relays provide (2) normally closed isolated contacts rated 10 A @ 600 VAC. Relay terminals accept (1) 18 gauge to (2) 12 gauge wires per terminal.

- L101 24 VDC coil - installed, not wired (for customer use).
- L102 24 VDC coil - emergency position - relay energized when switch is in source 2 (emergency) position.
- L103 24 VDC coil - normal position - relay energized when switch is in source 1 (normal) position
- L201 12 VDC coil installed, not wired (for customer use)
- L202 12 VDC coil - emergency position - relay energized when switch is in source 2 (emergency) position
- L203 12 VDC coil - normal position - relay energized when switch is in source 1 (normal) position

### Miscellaneous options

- G027 Cover - guard
- M003 Terminal block - 30 points (not wired)

### Optional lug kits

- N032 Lug adapters, compression, 1/2 stab
- N045 Cable lugs, mechanical, 600 MCM, 4 per pole
- N066 Cable lugs, mechanical, 750 MCM, 4 per pole

### Warranty

- G009 1 year comprehensive
- G004 2 year comprehensive
- G006 5 year basic
- G007 5 year comprehensive
- G008 10 year major components

### Shipping

- A051 Packing - export box (800-1000 A)

### Accessories

- AC-170 Accessories specifications sheet

## Cummins Power Generation

### Americas

1400 73<sup>rd</sup> Avenue N.E.  
Minneapolis, MN 55432 USA  
Phone: 763 574 5000  
Fax: 763 574 5298

### Europe, CIS, Middle East and Africa

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Manston Ramsgate  
Kent CT 12 5BF United Kingdom  
Phone 44 1843 255000  
Fax 44 1843 255902

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10 Toh Guan Road #07-01  
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**BIDDER'S PROPOSAL**

**Escanaba WWTP Electrical Transfer Switch Replacement – 2016**

DATE: 4-12-16

CITY OF ESCANABA  
ESCANABA, MI 49829

We, the undersigned, agree to furnish the City of Escanaba, Michigan **ALL MATERIALS AND LABOR TO REPLACE THE EXISTING ELECTRICAL TRANSFER SWITCH (ATS), INCLUDING BACK POWER FOR THE DURATION OF THE PROJECT AT THE ESCANABA WASTEWATER TREATMENT PLANT**, in accordance with the attached minimum specifications, which are part of this proposal, at the following price:

TOTAL PROJECT COST: \$ 26,941.<sup>00</sup>

Certified check, Cashier's Check, or Bidder's Bond enclosed in the amount of: \$ 2,449.<sup>00</sup>  
(10% bid bond must be included to be to qualified)

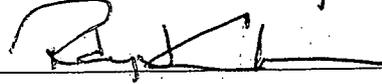
Expected date of completion: 6-30-16

- Please include the following items with the proposal:  
Contractor's written "plan-checklist" to fulfill the minim proposal requirements, including date of installation  
Proof of Insurance coverage  
Factory Specification sheet of proposed ATS

SUBMITTED BY:

FIRM: Kobas Electric Co., Inc.

ADDRESS: 2020 Ludington St  
ESCANABA, MI 49829

BY: 

TITLE: PRESIDENT

PRINTED NAME: RANDY J. GODLEWSKI

## Escanaba WWTP Electrical Transfer Switch Replacement – 2016

### Minimal proposal requirements:

Please check each item that is achievable in your proposal and provide a written explanation if you are not able to fulfill any requirement. **Please return this page with RFP.**

1.  Demolition and removal of existing Automatic Transfer Switch (ATS)
2.  Furnish and complete installation of new ATS including all labor.
3.  Provide and terminate a temporary generator for Stand-by Power which is capable of providing the energy demand of the entire Wastewater Plant for the duration of the installation project.
4.  Stand-by Power will remain on site and operational until the successful completion of the replacement of the ATS
5.  Furnish detailed factor specifications of the exact or equate ATS to replace the current 1200 amp, 480V, 3 pole ATS
6.  Specify NEMA rating on cabinet within proposal.
7.  All electrical supplies to be included.
8.  Any and all required electrical permits and or required electrical inspections will be included in the cost of the RFP, and will be conducted, coordinated, and implemented by the contractor.
9.  Provide 3 copies of Operations and Maintenance manuals for ATS provided.
10.  Provide City Staff on-site training required to become proficient in safely operating ATS provided.
11.  Contractor will insure that all work done on site, along with all equipment provided & installed will be in compliance with all current MI-OSHA rules and regulations.
12.  All work to be done in a workman like manner according to standard practices
13.  All work must be scheduled with the Wastewater Superintendent well in advance of project date, so as not to disrupt the effective operations and services of the Wastewater Plant.
14.  Completion date: Preferred to be no later than June 30<sup>th</sup>, 2016. Please provide expected date of competition. JUNE 30 2016

PLEASE COMPLETE AND RETURN THE MINIMUM SPECIFICATIONS FORM SUPPLIED.  
Please provide any additional information required



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/12/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Taylor, Lord & Hughes, Inc  
1523 Ludington St,  
Escanaba MI 49829

CONTACT NAME: Deanna Packer  
PHONE (A/C, No, Ext): 906-786-2511 FAX (A/C, No): 906-786-7681  
E-MAIL ADDRESS: office@hhinsagency.com  
INSURER(S) AFFORDING COVERAGE NAIC #  
INSURER A: Michigan Insurance Company 10857  
INSURER B: Accident Fund Ins Co of America 10166  
INSURER C:  
INSURER D:  
INSURER E:  
INSURER F:

INSURED Kobas Electric Company Inc  
2020 LUDINGTON ST  
ESCANABA MI 49829

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	N	CPJ0017364	12/26/2015	12/26/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	N	N	CCJ0012493	03/27/2016	03/27/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	CXJ0005604	12/26/2015	12/26/2016	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCV6050222	10/15/2015	10/15/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
CITY OF ESCANABA IS AN ADDITIONAL INSURED WITH RESPECT TO THE COMMERCIAL GENERAL LIABILITY.

CERTIFICATE HOLDER  
CITY OF ESCANABA  
410 LUDINGTON ST  
ESCANABA MI 49829

CANCELLATION  
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  
AUTHORIZED REPRESENTATIVE  
*Deanna Packer*



CITY OF ESCANABA

2015-2016 Wastewater Fund Budget Request Workpaper

Fund Number 555 Activity Number 000

REQUEST FOR CAPITAL EXPENDITURES

Description of Request		Actual 2012-13	Actual 2013-14	Estimate 2014-15	Budget 2014-15	Request 2015-16	Recommended 2015-16	Final 2015-16	\$ Change Col. 7-Col.4	% Change Col. 7-Col.4
	Plant Alarm/Monitoring System				15,000	15,000	0	0	(15,000)	-100.00%
	Protective Coating-Final Clarifiers				25,000	25,000	0	0	(25,000)	-100.00%
	Upgrade Lift Stations				5,000	5,000	0	0	(5,000)	-100.00%
	Replace Chemical Feed System				15,000	15,000	0	0	(15,000)	-100.00%
	Refurbish Digester Covers #1 & #2				20,000	20,000	20,000	20,000	0	0.00%
	Renovate Training/Conference Room				10,000	0	0	0	(10,000)	-100.00%
	Repair/Replace Switchgear on Generator				18,000	20,000	20,000	20,000	2,000	11.11%
	5th Street Lift Station Improvements				20,000	20,000	20,000	20,000	0	0.00%
	Refurbish and Seal Interior of Digester				60,000	0	0	0	(60,000)	-100.00%
	Repair / Replace Headworks Building Roof				0	56,000	56,000	56,000	56,000	NEW
541 - 136	-000 Structures and Improvements	12,303	46,444	58,000	188,000	176,000	116,000	116,000	(72,000)	-38.30%
	Lab Drying Oven				2,700	2,700	0	0	(2,700)	-100.00%
	Lab Muffle Furnace				3,700	3,700	0	0	(3,700)	-100.00%
	Lawn Mower				6,000	0	0	0	(6,000)	-100.00%
	Sewer Truck				275,000	275,000	150,000	150,000	(125,000)	-45.45%
	Small Push Camera (Share with DPW)				0	5,000	5,000	5,000	5,000	NEW
	Sewer Camera Replacement (Currently in MVF)				0	60,000	60,000	60,000	60,000	NEW
	Portable Generator				0	60,000	60,000	60,000	60,000	NEW
-154	-200 Equipment and Improvements	0	5,300	5,500	287,400	406,400	275,000	275,000	(12,400)	-4.31%
	Highway Crossings				20,000	20,000	0	0	(20,000)	-100.00%
	Replace / Re-Line 23rd Ave Main				0	120,000	120,000	120,000	120,000	NEW
	Replace / Re-Line Donut Connection/Mini-Mall Lot Main				0	140,000	140,000	140,000	140,000	NEW
	Replace / Re-Line S 19th St Main				0	105,000	105,000	105,000	105,000	NEW
-140	-100 Mains	0	0	0	20,000	385,000	365,000	365,000	345,000	1725.00%
	Scada Upgrade - Computes/Operating Software				15,000	15,000	0	0	(15,000)	-100.00%
	Computer System Expansion				5,000	5,000	1,200	1,200	(3,800)	-76.00%
	Renovate Office				0	1,000	1,000	1,000	1,000	NEW
-154	-300 Office & Laboratory Equipment	2,000	1,138	8,000	20,000	30,000	2,200	2,200	(17,800)	-89.00%
TOTAL CAPITAL OUTLAY		14,303	52,882	71,500	515,400	997,400	758,200	758,200	242,800	47.11%