



# CITY COUNCIL MEETING AGENDA

November 17, 2016

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

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

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, November 17, 2016, at 7:00 p.m.

### CALL TO ORDER

### ROLL CALL

### INVOCATION/PLEDGE OF ALLEGIANCE –

Pastor Scott Breault of the New Life Assembly of God Church

### APPROVAL/CORRECTION(S) TO MINUTES -

Regular Meeting – November 3, 2016, Special Meeting of October 26, 2016

### APPROVAL/ADJUSTMENTS TO THE AGENDA

### CONFLICT OF INTEREST DECLARATION(S)

### BRIEF PUBLIC COMMENT(S)

### PROCLAMATION(S) -

Retirements of Jerry Plourde, Public Safety Department and  
Kenneth LaMarche, Water Department

### UNFINISHED BUSINESS - None

### PUBLIC HEARING(S)

- 1. Second Reading and Adoption – Ordinance No. 1175 – An Ordinance to Amend Chapter 17 – Parking and Circulation Requirements and Chapter 21 Central Retail District Permitted Uses By Right – Escanaba Zoning Ordinance.**  
**Explanation:** Administration is requesting the City Council conduct a public hearing, second reading and adoption of Ordinance No. 1175, an Ordinance to amend Chapter 17., Parking and Circulation Requirements and Chapter 21., Central Retail District permitted uses by right of the Escanaba Zoning Ordinance.
- 2. Public Hearing and Approval – Industrial Facilities Exemption Certificate - Engineered Machined Products, Inc., 2701 North 30th Street.**  
**Explanation:** Administration is requesting the City Council conduct a public hearing on a request from Engineered Machined Products, Inc. for a 12 year P.A. 198 Industrial Facilities Tax exemption for real property located at 2701 North 30<sup>th</sup> Street. The total estimated construction amount of this project is \$1,717,200 over a twelve (12) year period and once completed will result in the addition of approximately 25 new jobs.

### NEW BUSINESS

- 1. Approval – Northern Michigan University Educational Network Agreement.**  
**Explanation:** Administration is seeking Council approval of an agreement with Northern Michigan University which will allow NMU access to the City's Civic Center Water Tower for the installation of their equipment to enable their "Educational Access Network" which is a broadband wireless internet connection which is used by area educational units of government to include the Escanaba School District and Bay College.
- 2. Approval – City Hall Elevator Maintenance Agreement – Otis Elevator Company.**  
**Explanation:** Administration is seeking Council approval of an agreement with the Otis Elevator Company with the annual base amount of \$2,220 and price adjustment not to exceed 3% for material and labor. The funds for this purchase are included in the current fiscal year budget.
- 3. Approval – City of Escanaba Emergency Management Plan – Department of Public Safety.**  
**Explanation:** Administration is seeking Council approval of the City of Escanaba Emergency Management Plan as required under the Michigan Emergency Act, P.A. 390 of 1976 which governs the response in a disaster.
- 4. Approval – Acceptance of Grant and Award of Library Wiring Project.**  
**Explanation:** Administration is seeking Council acceptance of a grant from the Universal Service Fund in the amount of \$11,198, for a library wiring project. Additionally, administration is seeking Council approval of a contract to retain Solutions, Inc. of Escanaba in the amount of \$15,997 to furnish and install all material and labor to upgrade the internal wiring, data ports and CAT 6 network drops throughout the Escanaba Public Library.

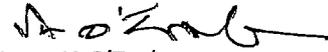
Agenda – November 17, 2016

5. **Approval – Sale of Defective Surplus Combustion Turbine.**

**Explanation:** Recently the City of Escanaba solicited bids from interested parties for the purchase of the defective surplus combustion turbine located near the former power plant. On November 1, 2016 a bid opening was conducted with only one bid being received. Administration is seeking Council approval to sell the defective surplus combustion turbine to Northern Machining and Repair, Inc. of Escanaba, MI in the amount of \$12,840.

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

Respectfully Submitted



James V. O'Toole  
City Manager

**OFFICIAL PROCEEDINGS**  
**CITY COUNCIL**  
**ELECTRICAL ADVISORY COMMITTEE**  
**CITY OF ESCANABA, MICHIGAN**  
**Special Joint Meeting**  
**Wednesday, October 26, 2016**

Pursuit to a meeting notice posted October 4, 2016, the meeting was called to order by the Mayor Marc D. Tall at 4:03 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 (Left at 4:27 p.m.), and Michael R. Sattem.

Absent: None.

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

Absent: Electrical Advisory Committee Member John Mellinger.

Also Present: City Manager James V. O'Toole, City Clerk Robert S. Richards, Electric Superintendent Mike Furmanski, Power System Engineering (PSE) Representatives Tom Butz, and members of the public and media.

**ADJUSTMENTS TO THE AGENDA**

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

**CONFLICT OF INTEREST** – None

**UNFINISHED BUSINESS** – None

**NEW BUSINESS**

**Update – Electric Department – General Operations.**

An update on departmental operations was given by Electric Superintendent Mike Furmanski. He advised his department was working on fall service requests, and provided an update on the ATC lawsuit.

**Purchase Approval Request – North Substation General Building Materials.**

Administration sought Council approval to purchase needed materials for the construction of the North Substation. The bid opening for this item was conducted on October 21, 2016.

**NB-2** Beauchamp moved, Sattem seconded, to award North Substation General Building

Materials bid to Border States of Pewaukee, Wisconsin, in the amount of \$90,775.68.

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

Ayes: Beauchamp, Sattem, Blasier, Baribeau, Tall

Nays: None

**MOTION CARRIED.**

**Purchase Approval Request – North Substation Structural Steel.**

Administration sought Council approval to purchase the structural steel needed for the construction of the North Substation. The bid opening for this item was conducted on October 21, 2016.

**NB-3** Blasier moved, Sattem seconded, to award North Substation Structural Steel bid to B&B Steel of Knapp, Wisconsin, in the amount of \$63,978.

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

Ayes: Blasier, Sattem, Beauchamp, Baribeau, Tall

Nays: None

**MOTION CARRIED.**

**Approval – North Substation Construction Services.**

Administration sought Council approval to retain construction services for construction of the North Substation. The bid opening for this item was conducted on October 21, 2016.

**NB-4** Baribeau moved, Blasier seconded, to award North Substation Construction contract to Energis High Voltage Resources, Inc, of Green Bay, Wisconsin, in the amount of \$600,000.

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

Ayes: Baribeau, Blasier, Sattem, Beauchamp, Tall

Nays: None

**MOTION CARRIED.**

**Discussion – Parcel Transfers.**

Manager O'Toole updated the Electrical Advisory Committee, the City Council and the Citizens of Escanaba on the progress being made to transfer the original power plant substation and fuel storage tank to DunYet Enterprises, LLC as outlined in the previously Council approved Power Plant/Property Asset Purchase Agreement.

Electric Superintendent Mike Fumanski provided an update on the Combustion Turbine Unit. Mr. Fumanski advised an RFP was due back November 1, 2016.

**NB-6** After discussion, Sattem moved, Baribeau seconded, **CARRIED UNANIMOUSLY**, to direct the City Attorney to prepare the necessary legal documents to transfer the Power Plant Combustion Turbine Unit to the successful November 1, 2016, Request for Proposal (RFP) bidder.

**Update – MISO System Support Resources Case.**

Electric Superintendent Mike Fumanski updated the Electrical Advisory Committee, the City Council and the Citizens of Escanaba on the latest developments related to the cost allocation ruling issued by the Federal Energy Regulatory Commission as part of our MISO System Support Resources Agreement.

**Discussion – Power Purchase.**

Electric Superintendent Mike Fumanski updated the Electrical Advisory Committee, the City Council and the Citizens of Escanaba on potential future power purchase options. Administration recommended extending the energy deal with NextEra by three years which would end on May 31, 2024, on a year by year basis. Discussion also took place on the purchase of capacity. (See Attachment – A)

After discussion, Beauchamp moved, Sattem seconded, to extend the energy contract with NextEra by three years which would end on May 31, 2024, on a year by year basis at yearly costs.

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

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

**MOTION CARRIED.**

After further discussion, Beauchamp moved, Sattem seconded, authorized Administration to purchase needed electric capacity at a not-to-exceed price of \$3.85/kW-month, for a period of 3 years.

**GENERAL PUBLIC COMMENT – None**

**COUNCIL/COMMITTEE, STAFF REPORTS**

Electrical Advisory Committee Member Brown suggested continuing with City infrastructure improvements, and provided a quick update on the solar energy study, and commented on upcoming legislative electrical bills.

**ADJOURNMENT**

Hearing no further public comment, or further reports from the Electrical Advisory Committee or Council, the meeting adjourned at 5:14 p.m.

Respectfully submitted,

Robert S. Richards  
City Clerk

Approved: \_\_\_\_\_

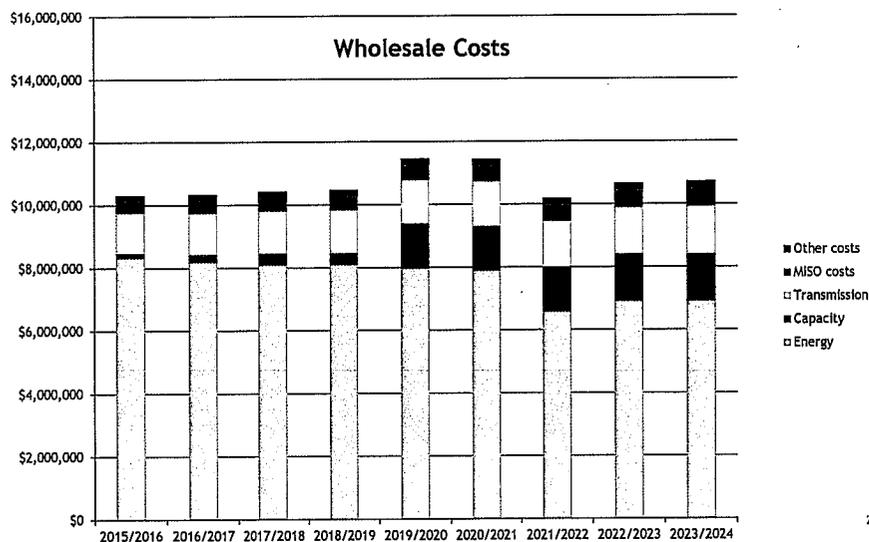
Marc D. Tall, Mayor

# Escanaba Power Supply Discussion

October 26, 2016

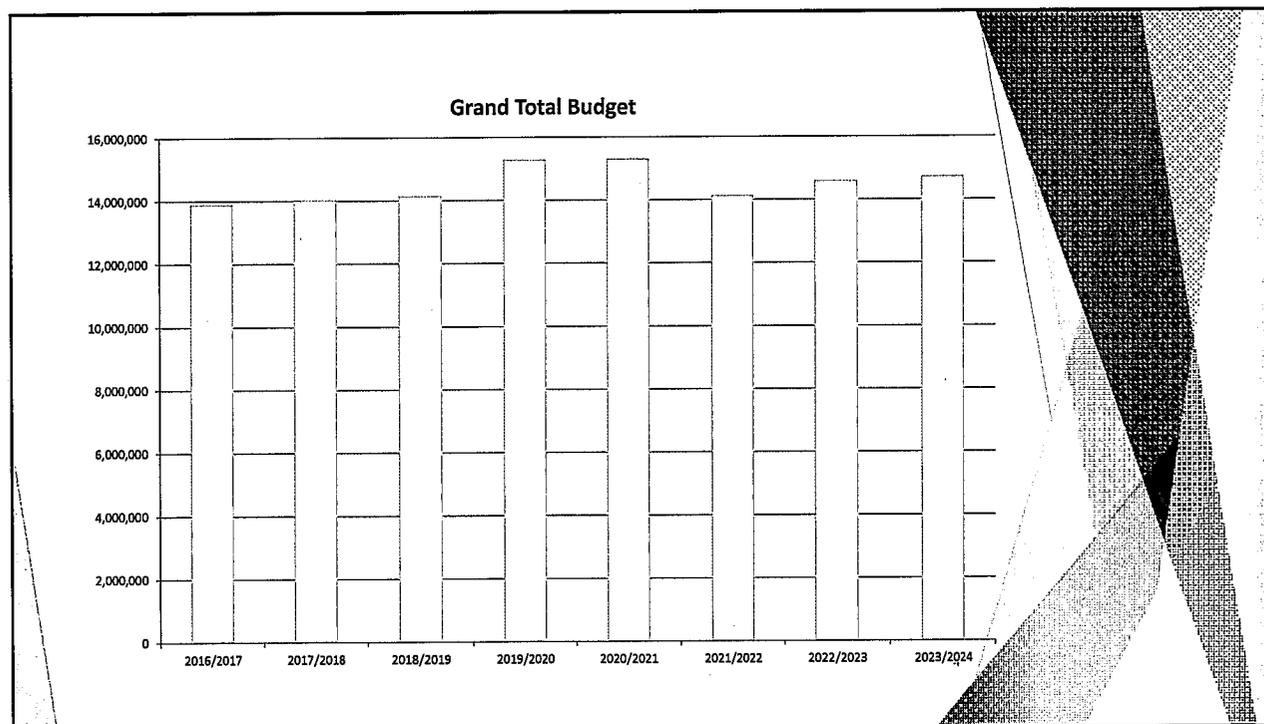
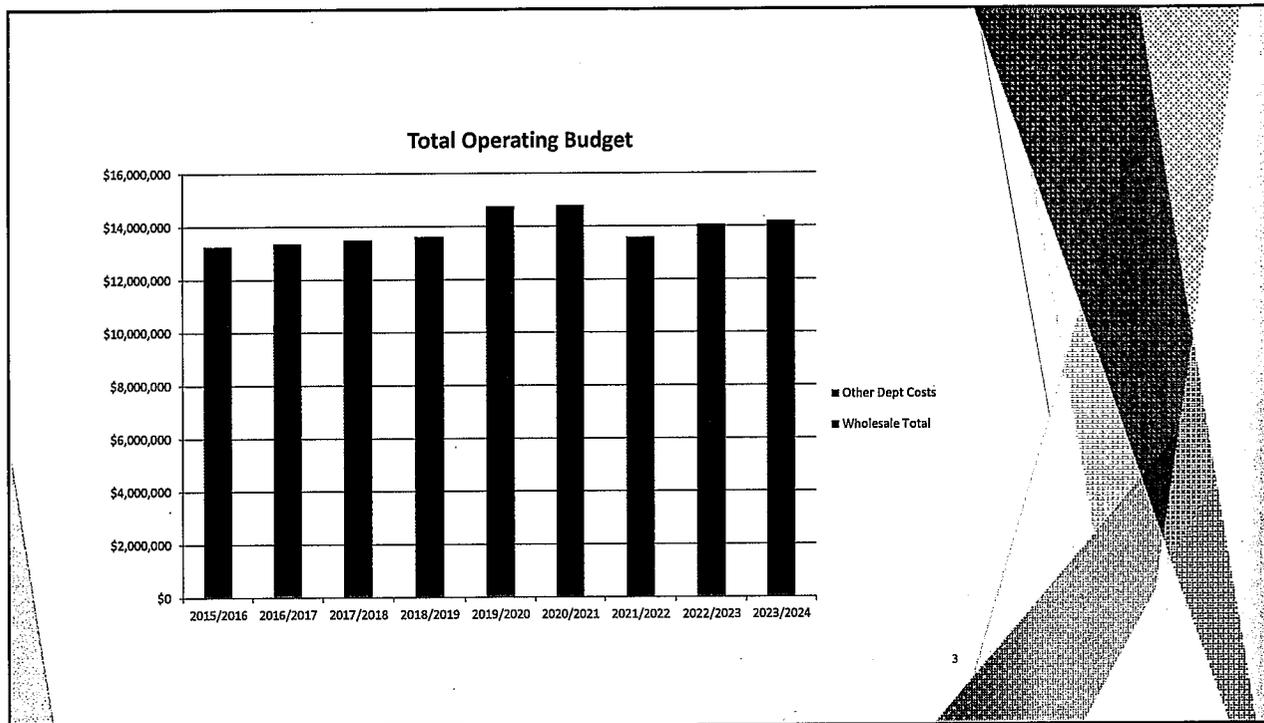
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## Wholesale power components



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Attachment - A



## Wholesale Components

- ▶ Energy
  - 79% of our current wholesale costs
  - We have some control on this component
  - Future costs are expected to remain stable or decline
- ▶ Capacity
  - Limited control, costs expected to rise - from current \$1 to \$3.50 - \$6.00
- ▶ Transmission
  - Extremely limited control
- ▶ MISO Costs
  - No control
- ▶ Other Costs
  - SSR, MiRECS

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## Energy Purchasing Options

- ▶ Open position
  - ▶ Pay the DA and RT prices for energy from the MISO Market
  - ▶ No price certainty, least expensive option MOST years.
- ▶ Buy blocks of energy
  - ▶ Fixed price for majority of load, balance actual load with MISO Market
- ▶ Not-to-exceed - GLU
  - ▶ Certainty of a maximum price
- ▶ Power pool - GLU
  - ▶ Estimated price for all MWHs
  - ▶ Includes capacity
- ▶ Full requirements - NextEra
  - ▶ Fixed price for all MWHs, most expensive option MOST years.

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## History/current/future

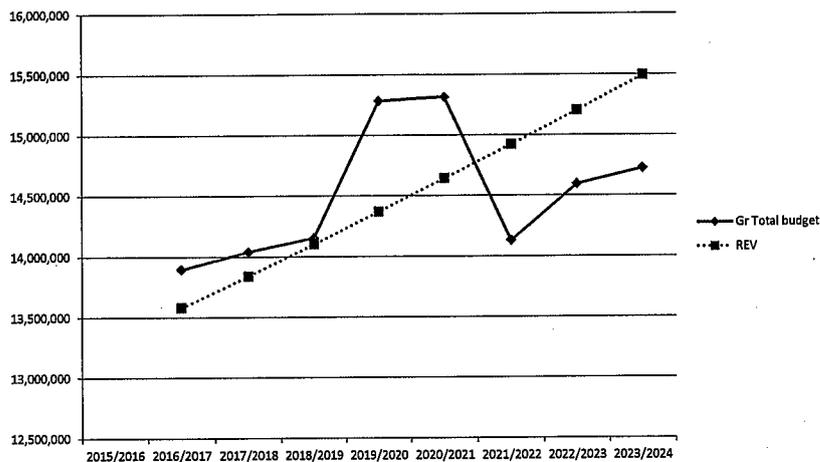
- ▶ Since January 1, 2012 we have been buying energy on a full requirements basis from NextERA.
- ▶ The original contract was for 5 years at a price of \$57.10/MWH
- ▶ Subsequent extensions have been for lower prices
- ▶ We have the following prices under contract:
  - ▶ Thru 12/31/2016 = \$57.10
  - ▶ 1/1/17 - 12/31/19 = \$55.51
  - ▶ 1/1/20 - 5/31/21 = \$54.08
- ▶ We have purchased capacity from GLU since 2012
- ▶ We are contracted for capacity from GLU through May 31, 2019
- ▶ Recent and future capacity costs (\$/kW-mo)
  - ▶ P/Y 2015 = \$0.41
  - ▶ P/Y 2016 = \$0.61
  - ▶ P/Y 2017 = \$1.00
  - ▶ P/Y 2018 = \$1.00
  - ▶ P/Y 2019 and beyond are expected to be \$3.50 - \$6.00

## Options

- ▶ Do Nothing at this time
  - ▶ Get price refresh in 6 months
- ▶ NextEra
  - P/Y 21/22 energy extension with a fixed price
    - Possible 3 year capacity
  - P/Y 21/22 - 23/24 energy extension with fixed prices
    - Possible 5 year capacity
- ▶ Great Lakes Utilities
  - P/Y 21/22 energy offer with a not-to-exceed price
    - Capacity available
  - Power Pool membership
  - Buy blocks of energy and have GLU balance blocks to actual for us

Expenses Vs Revenues, energy by year through 23/24, plus 5 years of capacity. \$15k surplus revenue over 8 years, \$770k surplus revenue in 23/24.

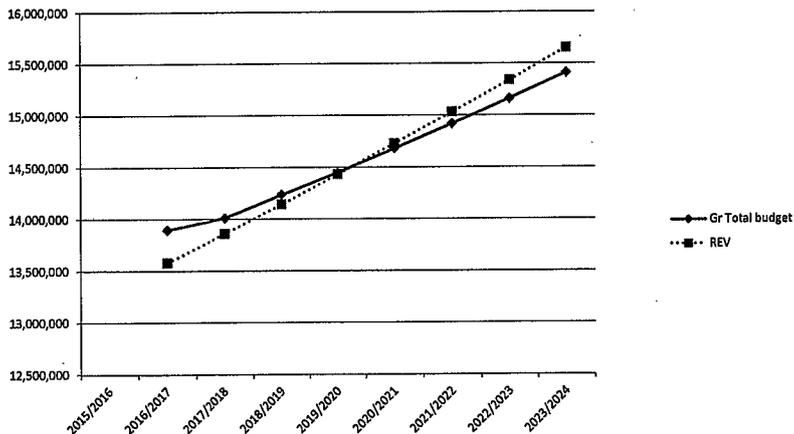
1.9% revenue increase per year



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Expenses Vs Revenues, blended energy rates through 23/24, plus 5 years of capacity. \$5k surplus revenue over 8 years, \$243k surplus revenue in 23/24.

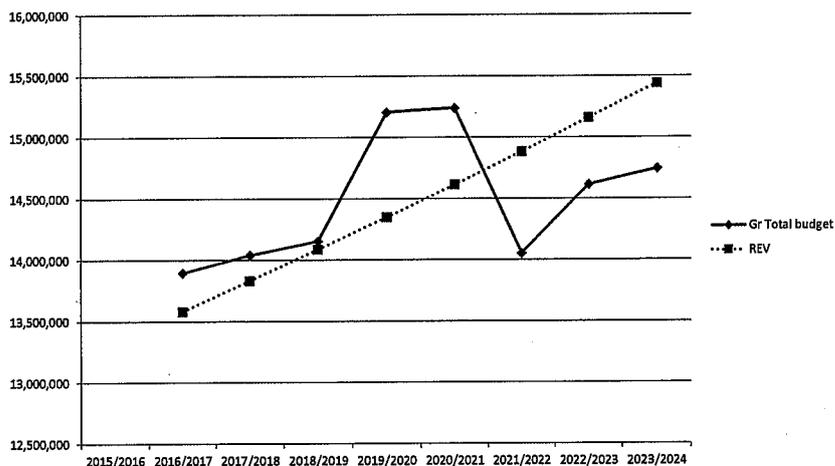
2.05% revenue increase per year



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Expenses Vs Revenues, energy by year through 23/24, plus 3 years of capacity, plus 2 years of assumed capacity cost of \$4. \$6k surplus revenue over 8 years, \$696k surplus revenue in 23/24.

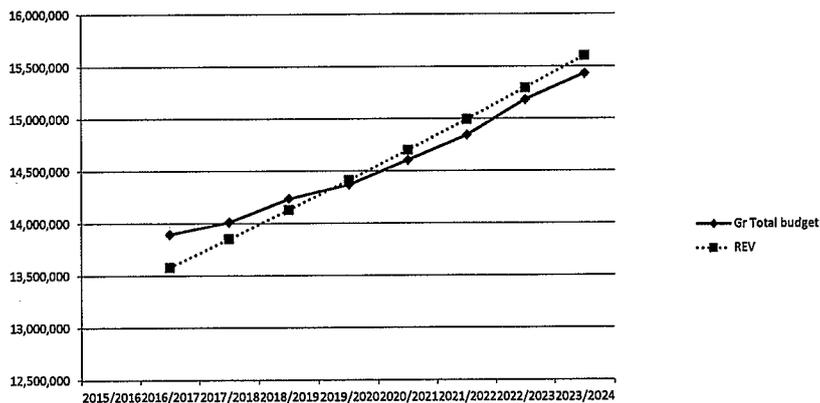
1.85% revenue increase per year



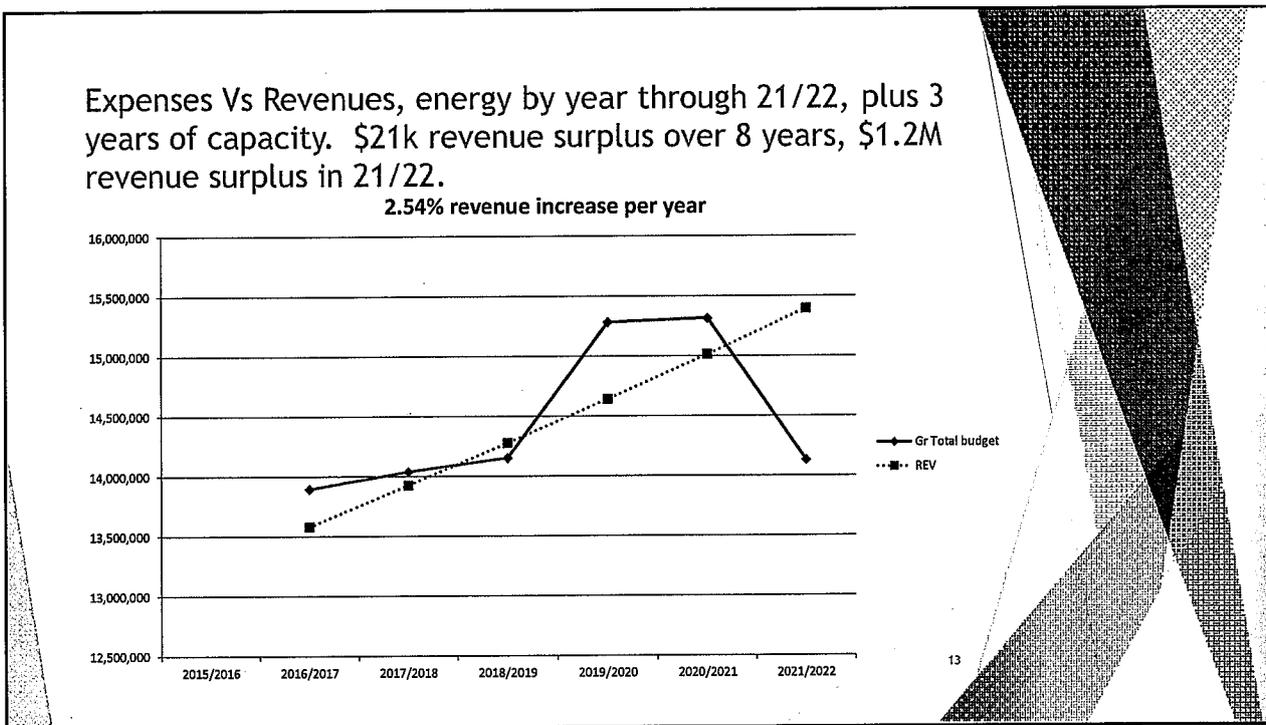
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Expenses Vs Revenues, blended energy through 23/24, plus 3 years of capacity, plus 2 years of assumed capacity cost of \$4. \$9k revenue deficiency over 8 years, \$170k surplus revenue in 23/24.

2.00% revenue increase per year



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## Recommendation

- ▶ Administration recommends extending the energy deal with NextEra by three years, which would end on May 31, 2024
  - ▶ Purchase the energy on a year-by-year basis
- ▶ Administration seeks Council approval to purchase capacity at a not-to-exceed price of \$3.75/kW-mo.

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**OFFICIAL PROCEEDINGS  
CITY COUNCIL  
CITY OF ESCANABA, MICHIGAN  
Regular Council Meeting  
Thursday, November 3, 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, Ralph B. Blasier (Arrived at 7:05 p.m.), Ronald J. Beauchamp, 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 the Bethany Lutheran Church, gave the invocation and led Council in the Pledge of Allegiance.

Sattem moved, Baribeau seconded, **CARRIED UNANIMOUSLY**, to approve Regular Meeting Minutes from October 20, 2016, as submitted.

**ADJUSTMENTS TO THE AGENDA**

Manager O'Toole stated the Council Agenda was amended to include setting public hearing dates to consider an application for an Industrial Facilities Exemption Certificate for Engineered Machined Products, Inc., 2701 North 30th Street Escanaba, Michigan 49829, and an Obsolete Property Rehabilitation District Public Hearing for November 17, 2016, 301 North Lincoln Road and 2601 3rd Avenue North - District No. 25.

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

**CONFLICT OF INTEREST DECLARATION** – None

**BRIEF PUBLIC COMMENT** – None

**UNFINISHED BUSINESS** – None

**PUBLIC HEARINGS**

**Public Hearing – Request to Purchase Taxpayer-Owned Property - Basic Marine, Inc.**

A public hearing was conducted on a proposed land purchase offer from Basic Marine Inc. to purchase taxpayer-owned property located adjacent to the Delta County

Jail facility along the lake shore between North 3rd and 4th Streets. Basic Marine, Inc. has offered to pay the City of Escanaba \$26,000 for said property.

Manager O'Toole provided a detailed overview of the Basic Marine's proposed request to purchase City property as part of Basic Marine's port project. Manager O'Toole's presentation included, zoning information, requests to clear rubbish, OSHA violations, impacts with the community at large, safeguards, and whether the project would be beneficial to the Escanaba tax payer. Manager O'Toole also reviewed two years of negotiating highlights with the City Negotiating Team, and how the City arrived at its appraisal value of and final offer of \$118,500 plus a City Pathway around the proposed property. After two years of negotiations, the City Negotiating Team could not forward a recommendation to City Council, and discussions were at an impasse.

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

Jim Cook, of 2107 18<sup>th</sup> Avenue South, was concerned with Basic Marine obtaining property to close to the City Municipal Dock, and stated Basic Marine should pay full appraisal value.

Gary Randal, of 2121 3<sup>rd</sup> Avenue South, stated Council should consider this project for a way and means to get products into the area.

Leo Evans, Basic Marine Representative, advised they would like to purchase property at their May 18<sup>th</sup> appraisal of \$26,000. He advised Basic Marine needed to apply for permits from DEQ and Army Corp of Engineers, and Basic Marine needed to own the proposed property for permits. Mr. Evans reviewed Basic Marine costs and labor to redevelop the property, an estimate cost of at least \$500,000.

Basic Marine's Appraiser out of Peshtigo, Wisconsin briefly reviewed his appraisal for the property.

A City resident of 1620 Willow Creek Road, questioned the proposed bike path, and encouraged City Administration to review the City appraisal figures and to further review Basic Marine's Proposal.

Susan Jacobson, 2211 Lake Shore Drive, part of Cleveland Port Authority and now a City resident, stated she knew the value of a ship port, and spoke in support of the Basic Marine Deep Water Port and asked Council to support the project.

Council Member Ralph Blasier, as a private citizen, spoke in support of the project, and an Economic Development Alliance letter of support for the project.

Lyle Berro, Basic Marine Representative, spoke of economic Development for the Community, and best use for the property would be for what Basic Marine was offering for the property. Mr. Berro also briefly reviewed other economic development opportunities for the area. Mr. Berro encouraged Council to sell the property at the offered price of \$26,000.

Jock Snyder of M-35, suggested Council take advantage of the opportunity as

City Council Minutes  
November 3, 2016 – cont.  
offered by Basic Marine.

Mary Snyder, spoke in support of the sale of the property to Basic Marine.

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

During Council Discussion, the following suggestions and concerns were reviewed:

- Council Member Blasier stated Council should sell the property to Basic Marine;
- Council Member Sattem stated individuals he talked to suggested to sell the City Property to Basic Marine, but not at the proposed price of \$26,000;
- Council Member Baribeau stated the property was a distraction to the City, reviewed City property Basic Marine purchased for a \$1 and agreement to rehabilitate the property, which she felt was not adhered to as required by the sale conditions. Reviewed a EDA email regarding a Cruise Ship docking at Basic Marine was not wanted. City Municipal Dock was a better location, but not at this time. Council Member Baribeau stated she heard many negative comments from the public. She suggested not to sell at this time, especially with the Jail proposal on the upcoming ballot;
- Council Member Beauchamp stated he was contacted by a handful of individuals who suggested not to sell at \$26,000 proposed by Basic Marine. He also suggested only sell the City Property for what it is worth, or put it out for bids;
- Mayor Tall stated he also heard from numerous individuals who said to sell and not to sell, but the majority said to sell the City property for a port, but it would come down to the sale price. Mayor Tall suggested another meeting with Mr. Kobasic.

Council Member Blasier moved to sell the City property to Basic Marine for \$26,000, and quit claim the property to Basic Marine and to pay for all title fees. The motion died for lack of support.

After further discussion, it was Council consensus that Mayor Tall, and Council Member Blasier be appointed to a negotiating team to meet with Mr. Kobasic of Basic Marine and City Attorney Peterson to continue discussions for the sale of the property.

## **NEW BUSINESS**

### **Purchase Approval – Department of Public Safety Small Arms Purchase.**

Administration sought Council approval to purchase thirty (30) Model 43 Glock 9mm small arm handguns, ammunition and holsters from Kieslers Police Supply of Jeffersonville, IN in an amount not to exceed \$7,000. This was an unbudgeted request however funds were available from the Drug Law Enforcement Forfeiture Fund for this purchase.

Public Safety Director LaMarch briefly reviewed the purchase. The current weapons were very old and needed to be replaced. He reviewed funds obtained from

the Drug Forfeiture Law that would be used to purchase the funds needed to purchase supplies and proposed guns.

**NB-1** Baribeau moved, Sattem seconded, to purchase thirty (30) Model 43 Glock 9mm small arm handguns, ammunition and holsters from Kieslers Police Supply of Jeffersonville, IN, from Drug Law Enforcement Forfeiture Funds in an amount not to exceed \$7,000.

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

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

**MOTION CARRIED.**

**Purchase Approval – Department of Public Safety Undervest Uniform Shirt Purchase.**

Administration sought Council approval to purchase thirty (30) undervest uniform shirts from Nye Uniforms of Grand Rapids, MI, in an amount not to exceed \$1,400. This was a budgeted item however Administration recommended funds from the Drug Law Enforcement Forfeiture Fund to be used in place of General funds.

**NB-2** Sattem moved, Blasier seconded, to approve to purchase thirty (30) undervest uniform shirts from Nye Uniforms of Grand Rapids, MI, in an amount not to exceed \$1,400.

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

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

**MOTION CARRIED.**

**First Reading – Ordinance No. 1175 – An Ordinance to Amend Chapter 17 – Parking and Circulation Requirements and Chapter 21 Central Retail District Permitted Uses By Right – Escanaba Zoning Ordinance.**

Administration requested the City Council consider this the first reading of Ordinance No. 1175, an Ordinance to amend Chapter 17., Parking and Circulation Requirements and Chapter 21., Central Retail District permitted uses by right of the Escanaba Zoning Ordinance and schedule a public hearing, second reading and adoption of said ordinance for November 17, 2016.

**NB-3** Beauchamp moved, Sattem seconded, **CARRIED UNANIMOUSLY**, to consider this the first reading of Ordinance No. 1175, an Ordinance to amend Chapter 17., Parking and Circulation Requirements and Chapter 21., Central Retail District

permitted uses by right of the Escanaba Zoning Ordinance and schedule a public hearing, second reading and adoption of said ordinance for November 17, 2016.

**Approval – Set a public hearing date to consider an application for an Industrial Facilities Exemption Certificate for Engineered Machined Products, Inc., 2701 North 30th Street Escanaba, Michigan 49829.**

Engineered Machined Products, Inc. requested a tax abatement for real property. The total estimated amount of this project was \$1,717,200.00 over a two year period. Council was asked to set November 17, 2016, for a public hearing on this application.

**NB-4** Blasier moved, Sattem seconded, **CARRIED UNANIMOUSLY**, to set November 17, 2016, for a public hearing on an application for Industrial Facilities Exemption Certificate for Engineered Machined Products, Inc., 2701 North 30<sup>th</sup> Street, Escanaba, Michigan 49829.

**Approval – Setting Obsolete Property Rehabilitation District Public Hearing for November 17, 2016, 301 North Lincoln Road and 2601 3rd Avenue North - District No. 25.**

DP Management, LLC, 301 North Lincoln Road and 2601 3rd Avenue North - District No. 25, requested to be enrolled in the Obsolete Properties Rehabilitation Act (OPRA) (PA 146, 2000) which allows for partial exemption of property taxes for a specified period of time so that certain types of property improvements can be made in the specified area. The intent of the legislation was to encourage rehabilitation of underutilized or decaying commercial or commercial/residential properties in certain designated communities. Council was asked to set November 17, 2016, for a public hearing on this application.

**NB-5** Blasier moved, Beauchamp seconded, **CARRIED UNANIMOUSLY**, to approve to set November 17, 2016, for a public hearing on an application from DP Management, LLC, 301 North Lincoln Road and 2601 3<sup>rd</sup> Avenue North – District No. 25, to be enrolled in the Obsolete Properties Rehabilitation Act (OPRA) (PA 146, 2000) which allows for partial exemption of property taxes for a specified period of time so that certain types of property improvements can be made in the specified area.

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

**BOARD, COMMISSION, AND COMMITTEE REPORTS**

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

**GENERAL PUBLIC COMMENT**

Edward LaGault commented on the proposed Zoning Ordinance and how important the revised ordinance would be to the RCC Program. He also applauded the Council and said the Deep Port Project was needed but people asked that it be cleaned up.

Lyle Berro, of Basic Marine, commented on the progress of the project and how the project would look when completed.

## **ANNOUNCEMENTS**

- Public was asked to remember the time change on November 5<sup>th</sup>, and to check their fire alarm batteries;
- Encouraged the public to get out and vote on November 8, 2016.

Hearing no further public comment, the Council adjourned at 8:27 p.m.

Respectfully submitted

Robert S. Richards, CMC  
City Clerk

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

# PROCLAMATION

## In Honor of Jerry J. Plourde Upon the Occasion of His Retirement

**WHEREAS,** Jerry J. Plourde has been an invaluable member of the City team since November 13, 1995, when he accepted a position as a Public Safety Officer; and

**WHEREAS,** Jerry J. Plourde was promoted to Sergeant on December 28, 2009; and

**WHEREAS,** Jerry J. Plourde was promoted to Lieutenant on January 24, 2011; and

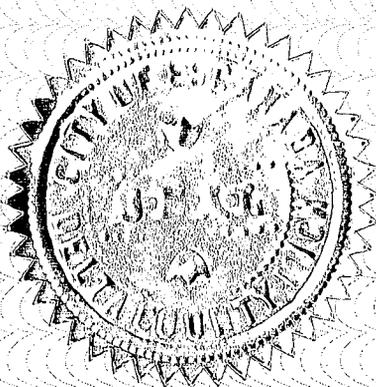
**WHEREAS,** The people of Escanaba wish to thank Jerry J. Plourde for his years of service to the people of Escanaba and congratulate him upon the momentous occasion of his retirement and wish him continued success in his future endeavors.

**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 November 13, 2016, as,

### “Jerry J. Plourde Day”

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

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



# CERTIFICATE OF MERITORIOUS SERVICE



PRESENTED TO

**Jerry J. Plourde**

AS AN EXPRESSION OF APPRECIATION FOR YOUR OUTSTANDING CONTRIBUTIONS, EFFORTS, AND INVOLVEMENT FOR 21 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.

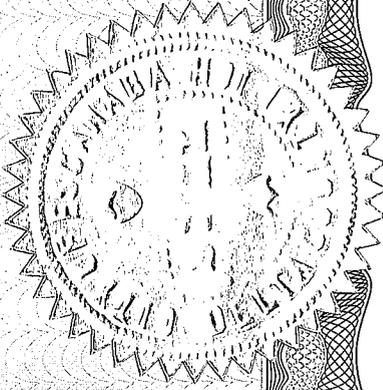
Conferred this day, November 17, 2016, on behalf of the City of Escanaba, Escanaba, Michigan.



James V. O'Toole  
City Manager  
City of Escanaba



Marc D. Tall  
Mayor  
City of Escanaba



# PROCLAMATION

## In Honor of Kenneth J. LaMarche Upon the Occasion of His Retirement

**WHEREAS,** Kenneth J. LaMarche has been an invaluable member of the City team since April 24, 1985, when he accepted a position for a Seasonal Hire as a Laborer for the Recreation Department; and

**WHEREAS,** Kenneth J. LaMarche was promoted to a Permanent Hire position as a Custodian I for the Recreation Department on December 14, 1988; and

**WHEREAS,** Kenneth J. LaMarche was promoted to Skilled Laborer for the Water Department on July 6, 1989; and

**WHEREAS,** Kenneth J. LaMarche was promoted to Operator S-4 for the Water Department on June 15, 1990; and

**WHEREAS,** Kenneth J. LaMarche was promoted to Distribution Lead Worker for the Water Department on January 31, 2000; and

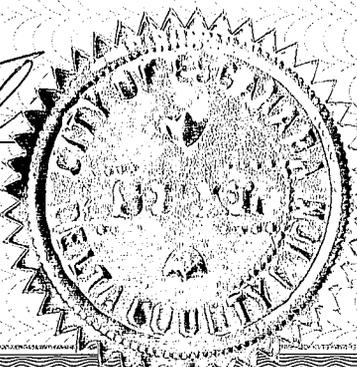
**WHEREAS,** The people of Escanaba wish to thank Kenneth J. LaMarche for his years of service to the people of Escanaba and congratulate him upon the momentous occasion of his retirement and wish him continued success in his future endeavors.

**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 November 30, 2016, as,

### “Kenneth J. LaMarche Day”

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

  
Marc D. Tall, Mayor



# CERTIFICATE OF MERITORIOUS SERVICE



PRESENTED TO

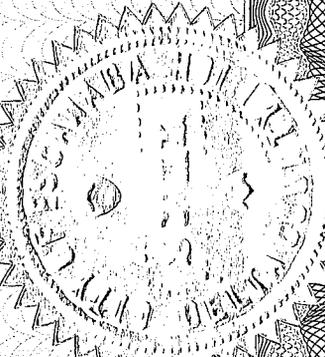
**Kenneth J. LaMarche**

AS AN EXPRESSION OF APPRECIATION FOR YOUR OUTSTANDING CONTRIBUTIONS, EFFORTS, AND INVOLVEMENT FOR OVER 31 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, November 17, 2016, on behalf of the City of Escanaba, Escanaba, Michigan.

BY:   
James V. O'Toole  
City Manager  
City of Escanaba

BY:   
Marc D. Tall  
Mayor  
City of Escanaba



PH. #1  
CC 11/17/16

ORDINANCE NO. 1175

**AN ORDINANCE TO AMEND CHAPTER 17-PARKING AND CIRCULATION  
REQUIREMENTS AND CHAPTER 21 CENTRAL RETAIL COMMERCIAL DISTRICT ("E-3")  
OF THE ESCANABA ZONING CODE**

**THE CITY OF ESCANABA ORDAINS:**

**CHAPTER 1**

Section 1702.3 - Location of Lot is hereby amended to read as follows:

**1702.3 Shared Parking, Off-Site Parking and Lot Location.** The Planning Commission can approve shared parking, off-site parking and alternative lot locations for all uses other than single-family and two-family dwellings provided:

- a. A shared parking and/or off-site parking study is conducted by a qualified traffic engineer based upon shared parking principles and methodologies found in the latest edition of "Shared Parking", by the Urban Land Institute.
- b. The parking study demonstrates that shared parking or off-site parking will be beneficial rather than detrimental to the proposed use, surrounding area and the community.
- c. The shared parking and/or off-site parking arrangement increases the availability of spaces from the existing parking supply, reduces demand for parking, or creates a more cost-effective and environmentally sensitive parking lot.
- d. That a shared parking/off-site parking arrangement has a written lease or written shared parking agreement which includes a provision that requires notification to the zoning official of any change in terms or expiration of a lease or written agreement.
- e. The required amount of off street parking spaces are not reduced to an amount less than required for a new building or new use.
- f. All off-street parking required to meet the standards of the Section are provided within the same zoning district as the principal use and are within a convenient walking distance of the building entrances, but no more than 300 feet from the property lot line, except that valet parking may be provided elsewhere.
- g. Any proposed shared parking and/or off-site parking approvals do not represent a waiver of requirements and meet or exceed the "spirit" of the law.

**CHAPTER II**

Table 1702 of the Zoning Code of Ordinances shall be amended to read as follows:

**TABLE 1702  
OFF-STREET PARKING SCHEDULE**

<b>Use</b>	<b>Number of Parking Spaces Required</b>
Dwelling units	2/dwelling unit
Bed and Breakfast	2/operated use and 1/bed and breakfast sleeping room
Library, Museum, Post Office	1/150 s.f. of usable floor area
Bowling alley	5/for each one bowling lane
Adult foster care home	1/3 residents
Child care center	1/10 children
Residential care and treatment facilities	1/3 beds
Independent living	1/unit
High school	8/each classroom - 1/each employee
Colleges	7/10 students (maximum of 22 spaces for each classroom, whichever is more restrictive) - 1/each employee
All other schools	1.5/classroom
Places of worship	1/3 seats in main area of worship
Hospitals	1/bed plus 1/employee on a major shift
Grocery and all other uses	1/300 s.f. of usable floor area
Office	1/300 s.f. of usable floor area
Retail	1/200 s.f. of usable floor area
Marinas	1/boat slip
Restaurant	1/100 s.f. of usable floor area
Health club	1/100 s.f. of usable floor area
Warehouse	1/1500 gross s.f.
Assembly	1/300 s.f. of usable floor area
Medical Office	1/30 s.f. of usable floor area (maximum 1/150 s.f.)
Theaters/Auditoriums	1/3 seats
Hotels/Motels	1/guest room plus 1/500 s.f. of common area
Industrial	1/500 s.f. of usable floor area
Downtown Development District Residential Parking	
<ul style="list-style-type: none"> <li>• Single - Family Detached</li> <li>• Multiple Unit Dwelling: One-bedroom or studio unit</li> <li>• Two Bedroom Unit</li> <li>• Three Bedroom Unit or More</li> <li>• Senior Citizen - Residential</li> <li>• Senior Citizen Residential - Employee</li> </ul>	<p>2/per dwelling</p> <p>1/per dwelling unit</p> <p>1.25/per dwelling unit</p> <p>1.5/per dwelling unit</p> <p>1/per dwelling/room unit</p> <p>1/per employee</p>

### **CHAPTER III**

Section 1703.1 Width of the Zoning Code of Ordinance shall be amended to read as follows:

**1703.1. Width.** A minimum width of nine (9) feet shall be provided for each parking stall.

**Exceptions:**

- A. The width of a parking stall shall be increased twelve (12) inches for obstructions located on either side of the stall within fourteen (14) feet of the access aisle.

### **CHAPTER IV**

Section 1703.2 Length of the Zoning Code of Ordinance shall be amended to read as follows:

**1703.2. Length.** A minimum length of twenty (20) feet shall be provided for each parking stall.

### **CHAPTER V**

Section 1706.1 Driveway of the Zoning Code of Ordinance shall be amended to read as follows:

**1706.1. Driveway Width.** Every parking facility shall be provided with one or more access driveways, the width of which shall be the following:

**1706.1.1.** Private driveways at least 12 feet with a maximum of 30 feet at the curb.

**1706.1.2.** Commercial driveways.

A. At least 12 feet but no more than 36 feet for one-way enter/exit.

B. Twenty-four feet for two-way enter/exit.

### **CHAPTER VI**

Section 1706.2 Driveway and Ramp Slopes of the Zoning Code of Ordinance shall be amended to read as follows:

**1706.2. Driveway and Ramp Slopes.** The maximum slope of any drive or ramp shall not exceed twenty percent (20%). Transition slopes in driveways and ramps shall be provided in accordance with the standards set by the Michigan Department of Transportation (MDOT) specifications.

## CHAPTER VII

Section 1711.2 Private Sidewalks of the Zoning Code of Ordinance shall be amended to read as follows:

**1711.2. Private Sidewalks.** A sidewalk a minimum of six (6) feet wide free from obstructions shall be constructed from the public sidewalk to main entries of buildings. On lots where there are multiple principal buildings or entries, sidewalks meeting the requirements above shall be provided.

**Exception:** One and two-family dwellings.

**1711.2.1. One and Two Family Dwelling Private Sidewalks.** A sidewalk a minimum of three (3) feet wide free from obstructions shall be constructed from the public sidewalk to main entries of all newly constructed one and two-family dwellings.

## CHAPTER VIII

Section 2102.1 General of the Zoning Code of Ordinance shall be amended to read as follows:

**2102.1. General.** In a Central Retail Commercial District, a building, structure, or premises, may be erected or used for one or more of the following specified purposes:

- A. Retail stores supplying commodities for residents such as bakeries, ice cream, grocery and liquor stores, newsstands, furniture, home decorating, floor covering, hardware and appliance stores, department stores, stationery stores, sporting goods stores, pet shops, retail nurseries, florist shops, automobile accessory stores and similar retail uses.
- B. Civic and cultural facilities, indoor theaters, conference center.
- C. Eating and drinking places to include banquet facilities, not including drive-in service places.
- D. Banks and other financial institutions, not including drive-in service places.
- E. Shops for custom work or the making of articles to be sold at retail on the premises when the making is conducted inside the building. Photographic, dance, music, art, martial arts studios and related sales.
- F. Hotels, Motels, Inns.
- G. Government buildings, essential services.
- H. Copy services but not including printing press or newspaper.
- I. Bakery and convenience stores, without gasoline service.
- J. Art gallery.
- K. Liquor store.
- L. Travel Agency.
- M. Dwelling units above the first floor of commercial uses.
- N. Business, professional, medical administrative or corporate offices above the first floor of the commercial space.
- O. Fraternal organizations above the first floor of the commercial uses.

- P. Churches above the first floor of the commercial uses.
- Q. Accessory buildings and uses customarily incidental to the permitted uses when located on the same lot or parcel of land.
- R. Commercial amusement – inside arcades, pool halls.
- S. Office business – general, such as professional administrative or clerical service operations, such as attorneys, financial advisors, insurance, travels, and real estate.
- T. Personal services, limited to barber shops, beauty shops, nail salons, therapeutic massage, spas, health clubs, tattooing, tailoring or alterations, taxidermist, touring/guide service.
- U. Recreational business – indoor.
- V. Decorating services, event planning services and photography studios.
- W. Repair services, limited to clock, jewelry, electronic, appliance repair, shoe, upholstery, or locksmith.
- X. On-site service businesses, limited to tailoring, dry cleaners, self-service laundry, and copy centers.
- Y. Music, art, decorating and dance studios.
- Z. Artisan shops.
- AA. Data centers, schools/training centers, research and development.
- BB. Pet shops, indoor kennels with enclosed yards.
- CC. Second hand stores/pawn shops.

**CHAPTER IX**  
**SAVINGS CLAUSE**

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

**CHAPTER X**  
**REPEALING CHAPTER**

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

**CHAPTER XI**  
**EFFECTIVE DATE**

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

APPROVED:

\_\_\_\_\_  
**Ralph B. K. Peterson**  
City Attorney

APPROVED:

\_\_\_\_\_  
**Marc Tall**  
Mayor

ATTEST:

\_\_\_\_\_  
**Robert S. Richards, CMS**  
City Clerk

I hereby certify that the above and foregoing Ordinance was duly passed and adopted at a meeting of the City Council held on \_\_\_\_\_, 2016, and was published in the Daily Press, a newspaper of general circulation in the City of Escanaba on \_\_\_\_\_, 2016.

\_\_\_\_\_  
**Robert S. Richards**  
City Clerk

Creating the Future . . .

. . . Preserving the Past



October 12, 2016

Re: Changes to Permitted Uses in a Central Retail Commercial District (Section 2102) and to the Parking Requirements within the DDA District

City Council Member, Planning Commissioners and City Manager:

During the DDA Board's Monthly meeting on April 28th, 2016, the Board gave its approval to revise the list of permitted uses downtown, as well as recommend parking requirement changes in the DDA District.

The Board felt revising the list of permitted uses would help attract complimentary business that would enhance the appeal and experience of shopping in downtown Escanaba. The Board also is looking to see changes in the Parking Requirements within the DDA footprint. The changes would help promote more mixed use development in our downtown. This type of development would help reach the DDA Vision of a more vibrant and active downtown.

The Board is also excited that implementation of the two initiatives will help make downtown more developmental friendly and help attract new projects to our downtown.

Sincerely,

Ed Legault  
Executive Director  
Escanaba Downtown Development Authority

# RRC PROGRESS REPORT TO MEDC



BP	Recommended Action for Certification	Progress Made	Department, Group, Staff Member Responsible	Date Completed/Expected
1.1	Adopt an updated master plan in compliance with MPEA and BP 1.1 <i>COMPLETED</i>	Completed--Updated Masterplan has been approved by the City Council as of October 6, 2016	City Administration/Managers Office	October 6, 2016
2.1	Review master plan goals and zoning regulations to ensure zoning ordinance regulates for the master plan vision <i>COMPLETED</i>	Zoning Ordinance review is being conducted by CUPPAD	City Administration/Managers Office	November 10, 2016
2.1	Add a use matrix or other elements and streamline text to improve user-friendliness <i>COMPLETED</i>	Completed--Hyperlinked the Zoning Ordinance for user-friendliness	City Administration/Managers Office	October 3, 2016
2.1	Add flexible parking standards	Proposed changes to parking requirements within the Central Downtown Retail District "Permitted Uses By Right" go to a Planning Commission Public Hearing on October 18, 2016.	City Administration/Managers Office	December 1, 2016
3.1	Develop a simple tracking mechanism for development projects <i>COMPLETED</i>	In Progress	City Administration/Managers Office	November 1, 2016
3.2	Review the fee schedule annually <i>COMPLETED</i>	Completed-- July 1, 2016	City Administration/Managers Office	July 1, 2016
4.2	Develop a mechanism to track training needs and attendance <i>COMPLETED</i>	Completed --October 4, 2016	City Administration/Managers Office	October 3, 2016
6.2	Develop a unified marketing strategy as outlined in BP 6.2 <i>SCHEDULED - 12/6/16</i>	In Progress	City Administration/Managers Office	November 17, 2016

**PLANNING COMMISSION MEETING  
ESCANABA, MICHIGAN  
October 18, 2016**

A meeting of the Escanaba Planning Commission was held on Tuesday, October 18, 2016, at 6:00 p.m. in Room C101 at City Hall, 410 Ludington Street, Escanaba, MI 49829.

**PRESENT:** Commissioners Brian Black, Tom Warstler, James Hellerman, Morley Diment, and Paul Caswell

**ALSO PRESENT:** City Manager Jim O'Toole, Executive Assistant Lisa Glish, City Council Liaison Ronald Beauchamp, and City Engineering Assistant Terry Flower

**ABSENT:** Vice-Chairperson Kel Smyth, Secretary Roy Webber, and Commissioner Christine Williams

City Manager Jim O'Toole called the meeting to order at 6:00 p.m.

**ROLL CALL**

Executive Assistant Lisa Glish conducted roll call.

**APPOINTMENT OF TEMPORARY CHAIR**

City Manager Jim O'Toole asked the Commission to appoint a Temporary Chairperson due to the absence of Vice-Chairperson Kel Smyth.

**A motion was made by Commissioner Black, seconded by Commissioner Diment to appoint Commissioner Tom Warstler as Temporary Chair for the October 18, 2016 meeting. Ayes were unanimous.**

**APPROVAL/CORRECTION OF THE SEPTEMBER 8, 2016 SPECIAL JOINT CITY COUNCIL AND PLANNING COMMISSION MEETING MINUTES**

Commissioner Hellerman asked for a correction be made to the September 8, 2016 Special Joint City Council and Planning Commission Meeting Minutes on page 3 stating that he voted Ney during the motion to accept the draft 2016 Master Plan as presented with the feedback for Wildlife section 6.6, page 48.

**A motion was made by Commissioner Hellerman, seconded by Commissioner Black, to approve the September 8, 2016 Special Joint City Council and Planning Commission Meeting Minutes with correction. Ayes were unanimous.**

**APPROVAL/ADJUSTMENTS TO THE OCTOBER 18, 2016 PLANNING COMMISSION MEETING AGENDA**

**A motion was made by Commissioner Diment, seconded by Commissioner Hellerman, to approve the October 18, 2016 Planning Commission Meeting Agenda as printed. Ayes were unanimous.**

## CONFLICT OF INTEREST DECLARATIONS

None.

## UNFINISHED BUSINESS

None.

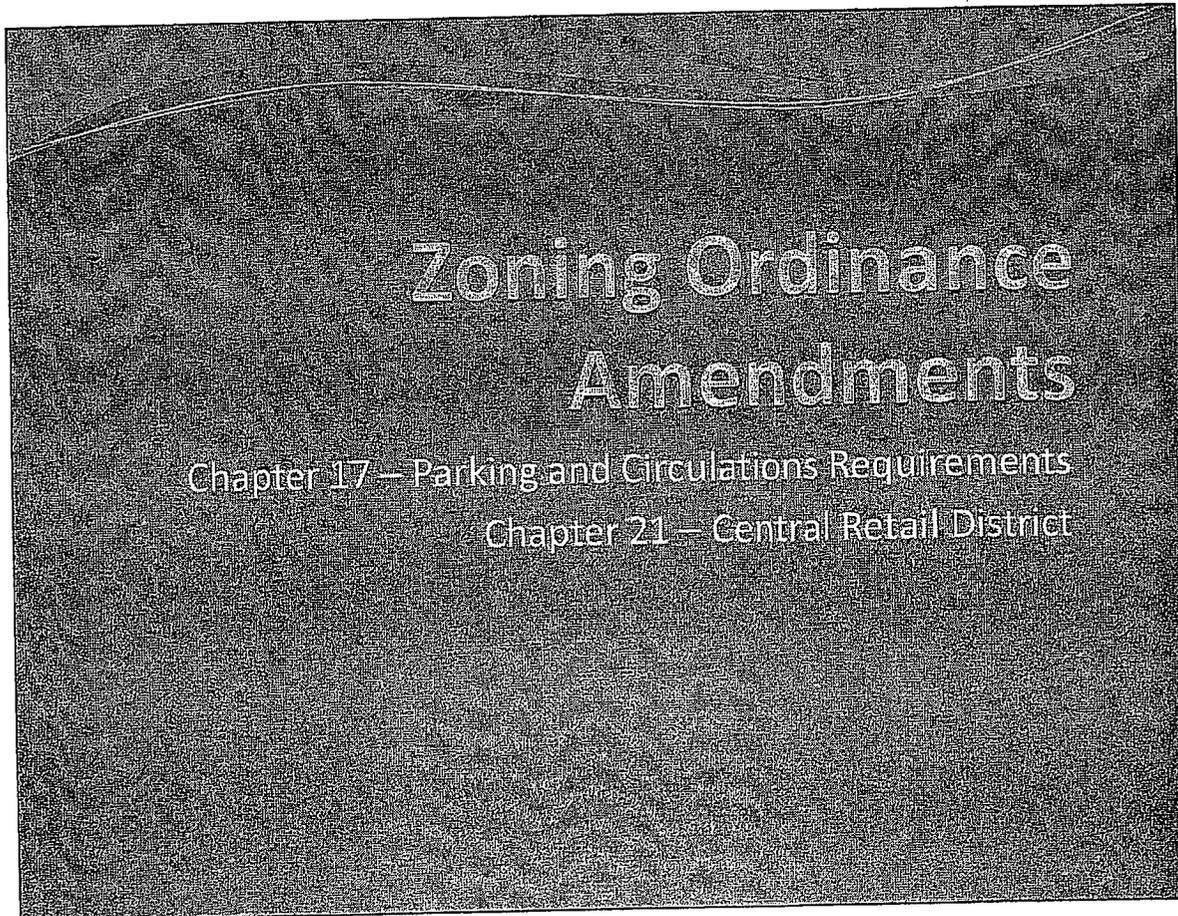
## PUBLIC HEARING

### 1. **Public Hearing – Zoning Ordinance Amendments.**

Jim O'Toole stated a public hearing on proposed Zoning Ordinance amendments pertaining to Chapter 17 Parking and Circulations Requirements and Chapter 21 Central Retail District Commercial District requirements will be conducted by the Planning Commission. The purpose of the hearing is to provide an opportunity for the public to comment on the proposed amendments.

Jim O'Toole stated as an overview for the proposed Zoning Ordinance amendments is a result of a requirement of the Redevelopment Ready Community (RRC) program. It was noted to the City that more "flexible" parking standards should be implemented.

Jim O'Toole presented the following PowerPoint presentation that lists the Existing Requirements and the Proposed Amendments:



## 1702.3 - EXISTING REQUIREMENT

**1702.3. Location of Lot.** The parking spaces required by this code shall be provided on the same lot as the use or where the exclusive use of such is provided on another lot not more than three hundred (300) feet radially from the subject lot within the same or less-restrictive zoning district. All residential parking shall be located on the premises it is intended to serve.

## 1702.3 – NEWLY PROPOSED REQUIREMENT

**1702.3 Shared Parking, Off-Site Parking and Lot Location.** The Planning Commission can approve shared parking, off-site parking and alternative lot locations for all uses other than single-family and two-family dwellings provided:

- a. A shared parking and/or off-site parking study is conducted by a qualified traffic engineer based upon shared parking principles and methodologies found in the latest edition of "Shared Parking", by the Urban Land Institute.
- b. The parking study demonstrates that shared parking or off-site parking will be beneficial rather than detrimental to the proposed use, surrounding area and the community.
- c. The shared parking and/or off-site parking arrangement increases the availability of spaces from the existing parking supply, reduces demand for parking, or creates a more cost-effective and environmentally sensitive parking lot.
- d. That a shared parking/off-site parking arrangement has a written lease or written shared parking agreement which includes a provision that requires notification to the zoning official of any change in terms or expiration of a lease or written agreement.
- e. The required amount of off street parking spaces are not reduced to an amount less than required for a new building or new use.
- f. All off-street parking required to meet the standards of the Section are provided within the same zoning district as the principal use and are within a convenient walking distance of the building entrances, but no more than 300 feet from the property lot line, except that valet parking may be provided elsewhere.
- g. Any proposed shared parking and/or off-site parking approvals do not represent a waiver of requirements and meet or exceed the "spirit" of the law.

## TABLE 1702 - EXISTING REQUIREMENT

OFF-STREET PARKING SCHEDULE	
Use	Number of Parking Spaces Required
Dwelling units	2/dwelling unit
Bed and Breakfast	2/operated use and 1/bed and breakfast sleeping room
Library, Museum, Post Office	1/150 s.f. of usable floor area
Bowling alley	5/for each one bowling lane
Adult foster care home	1/3 residents
Child care center	1/10 children
Residential care and treatment facilities	1/3 beds
Independent living	1/unit
High school	8/each classroom - 1/each employee
Colleges	7/10 students (maximum of 22 spaces for each classroom, whichever is more restrictive) - 1/each employee
All other schools	1.5/classroom
Places of worship	1/3 seats in main area of worship
Hospitals	1/bed plus 1/employee on a major shift
Grocery and all other uses	1/300 s.f. of usable floor area
Office	1/300 s.f. of usable floor area
Retail	1/200 s.f. of usable floor area
Marinas	1/boat slip
Restaurant	1/100 s.f. of usable floor area
Health club	1/100 s.f. of usable floor area
Warehouse	1/1500 gross s.f.
Assembly	1/300 s.f. of usable floor area
Medical Office	1/300 s.f. of usable floor area (maximum 1/150 s.f.)
Theaters/Auditoriums	1/3 seats
Hotels/Motels	1/guest room plus 1/500 s.f. of common area
Industrial	1/500 s.f. of usable floor area

## TABLE 1702 - PROPOSED AMENDMENT

OFF-STREET PARKING SCHEDULE	
Use	Number of Parking Spaces Required
Dwelling units	2/dwelling unit
Bed and Breakfast	2/operated use and 1/bed and breakfast sleeping room
Library, Museum, Post Office	1/150 s.f. of usable floor area
Bowling alley	5/for each one bowling lane
Adult foster care home	1/3 residents
Child care center	1/10 children
Residential care and treatment facilities	1/3 beds
Independent living	1/unit
High school	8/each classroom - 1/each employee
Colleges	7/10 students (maximum of 22 spaces for each classroom, whichever is more restrictive) - 1/each employee
All other schools	1.5/classroom
Places of worship	1/3 seats in main area of worship
Hospitals	1/bed plus 1/employee on a major shift
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Marinas	1/boat slip
Restaurant	1/100 s.f. of usable floor area
Health club	1/100 s.f. of usable floor area
Warehouse	1/1500 gross s.f.
Assembly	1/300 s.f. of usable floor area
Medical Office	1/300 s.f. of usable floor area (maximum 1/150 s.f.)
Theaters/Auditoriums	1/3 seats
Hotels/Motels	1/guest room plus 1/500 s.f. of common area
Industrial	1/500 s.f. of usable floor area
<b>Downtown Development District Residential Parking:</b>	
Single Family Detached	2/per dwelling
Multiple Unit Dwelling, One bedroom or studio unit	1/per dwelling unit
Two Bedroom Unit	1.25/per dwelling unit
Three Bedroom Unit or More	1.5/per dwelling unit
Senior Citizen Residential	1/per dwelling/room/unit
Senior Citizen Residential - Employee	1/per employee

## 1703.1 - EXISTING REQUIREMENT

**1703.1. Width.** A minimum width of nine (9) feet shall be provided for each parking stall.

### Exceptions:

- A. Compact parking stalls shall be permitted to be eight (8) feet wide.
- B. The width of a parking stall shall be increased twelve (12) inches for obstructions located on either side of the stall within fourteen (14) feet of the access aisle.

## 1703.1 – PROPOSED AMENDMENT

**1703.1. Width.** A minimum width of nine (9) feet shall be provided for each parking stall.

### Exceptions:

- A. The width of a parking stall shall be increased twelve (12) inches for obstructions located on either side of the stall within fourteen (14) feet of the access aisle.

## **1703.2 - EXISTING REQUIREMENT**

**1703.2. Length.** A minimum length of twenty (20) feet shall be provided for each parking stall.

**Exceptions:** Compact parking stalls shall be permitted to be eighteen (18) feet in length.

## **1703.2 – PROPOSED AMENDMENT**

**1703.2. Length.** A minimum length of twenty (20) feet shall be provided for each parking stall.

## **1706.1 – EXISTING REQUIREMENT**

**1706.1. Driveway width.** Every parking facility shall be provided with one or more access driveways, the width of which shall be the following:

**1706.1.1.** Private driveways at least 9 feet.

**1706.1.2.** Commercial driveways:

**1706.1.2.1.** Twelve feet for one-way enter/exit.

**1706.1.2.2.** Twenty-four feet for two-way enter/exit.

## **1706.1 – PROPOSED AMENDMENT**

**1706.1. Driveway width.** Every parking facility shall be provided with one or more access driveways, the width of which shall be the following:

**1706.1.1.** Private driveways at least 12 feet with a maximum of 30 feet at the curb.

**1706.1.2.** Commercial driveways:

**1706.1.2.1.** At least 12 feet but no more than 36 feet for one-way enter/exit.

**1706.1.2.2.** Twenty-four feet for two-way enter/exit.

## **1706.2 - EXISTING REQUIREMENT**

**1706.2. Driveway and ramp slopes.** The maximum slope of any drive or ramp shall not exceed twenty percent (20%). Transition slopes in driveways and ramps shall be provided in accordance with the standards set by the City Engineer.

## **1706.2 – PROPOSED AMENDMENT**

**1706.2. Driveway and ramp slopes.** The maximum slope of any drive or ramp shall not exceed twenty percent (20%). Transition slopes in driveways and ramps shall be provided in accordance with the standards set by the Michigan Department of Transportation (MDOT) specifications.

## **1711.2 – EXISTING REQUIREMENT**

**1711.2. Private Sidewalks.** A sidewalk a minimum of three (3) feet wide free from obstructions shall be constructed from the public walk to main entries of buildings. On lots where there are multiple principal buildings or entries, sidewalks meeting the requirements above shall be provided.

**Exception:** One and two-family dwellings.

## **1711.2 – PROPOSED AMENDMENT**

**1711.2. Private Sidewalks.** A sidewalk a minimum of six (6) feet wide free from obstructions shall be constructed from the public sidewalk to main entries of buildings. On lots where there are multiple principal buildings or entries, sidewalks meeting the requirements above shall be provided.

**Exception:** One and two-family dwellings.

## **1711.2 – NEWLY PROPOSED REQUIREMENT**

**1711.2.1 One and two-family Dwelling Private Sidewalks.** A sidewalk a minimum of three (3) feet wide free from obstructions shall be constructed from the public sidewalk to main entries of all newly constructed one and two-family dwellings.

## 2102.1 - EXISTING REQUIREMENT

**2102.1. General.** In a Central Retail Commercial District, a building, structure, or premises, may be erected or used for one or more of the following specified purposes:

- A. Retail stores supplying commodities for residents such as bakeries, ice cream, grocery and liquor stores, newsstands, furniture, home decorating, floor covering, hardware and appliance stores, department stores, stationery stores, sporting goods stores, pet shops, retail nurseries, florist shops, automobile accessory stores and similar retail uses.
- B. Barber shop, beauty shop, tanning salon, day spa.
- C. Civic and cultural facilities, indoor theaters.
- D. Eating and drinking places to include banquet facilities, not including drive-in service places.
- E. Banks and other financial institutions, not including drive-in service places.
- F. Shops for custom work or the making of articles to be sold at retail on the premises when the making is conducted inside the building. Photographic, dance, music, art, martial arts studios and related sales.
- G. Hotels, Motels, Inns.
- H. Government buildings, essential services.
- I. Copy services but not including printing press or newspaper.
- J. Bakery and convenience stores, without gasoline service.
- K. Art gallery.
- L. Liquor store.
- M. Travel Agency.
- N. Dwelling units above the first floor of commercial uses.
- O. Business, professional, medical administrative or corporate offices above the first floor of the commercial space.
- P. Fraternal organizations above the first floor of the commercial uses.
- Q. Churches above the first floor of the commercial uses.
- R. Accessory buildings and uses customarily incidental to the permitted uses when located on the same lot or parcel of land.

## 2102.1 - PROPOSED AMENDMENT

**2102.1. General.** In a Central Retail Commercial District, a building, structure, or premises, may be erected or used for one or more of the following specified purposes:

- A. Retail stores supplying commodities for residents such as bakeries, ice cream, grocery and liquor stores, newsstands, furniture, home decorating, floor covering, hardware and appliance stores, department stores, stationery stores, sporting goods stores, pet shops, retail nurseries, florist shops, automobile accessory stores and similar retail uses.
- B. Civic and cultural facilities, indoor theaters, conference center.
- C. Eating and drinking places to include banquet facilities, not including drive-in service places.
- D. Banks and other financial institutions, not including drive-in service places.
- E. Shops for custom work or the making of articles to be sold at retail on the premises when the making is conducted inside the building. Photographic, dance, music, art, martial arts studios and related sales.
- F. Hotels, Motels, Inns.
- G. Government buildings, essential services.
- H. Copy services but not including printing press or newspaper.
- I. Bakery and convenience stores, without gasoline service.
- J. Art gallery.
- K. Liquor store.
- L. Travel Agency.
- M. Dwelling units above the first floor of commercial uses.
- N. Business, professional, medical administrative or corporate offices above the first floor of the commercial space.
- O. Fraternal organizations above the first floor of the commercial uses.
- P. Churches above the first floor of the commercial uses.
- Q. Accessory buildings and uses customarily incidental to the permitted uses when located on the same lot or parcel of land.

## 2102.1 - PROPOSED AMENDMENT (Cont.)

- R. Commercial amusement - inside arcades, pool halls.
- S. Office business - general, such as professional administrative or clerical service operations, such as attorneys, financial advisors, insurance, travel, and real estate.
- T. Personal services, limited to barber shops, beauty shops, nail salons, therapeutic massage, spas, health clubs, tattooing, tailoring or alterations, taxidermist, touring/guide service.
- U. Recreational business - indoor.
- V. Decorating services, event planning services and photography studios.
- W. Repair services, limited to clock, jewelry, electronic, appliance repair, shoe, upholstery, or locksmith.
- X. On-site service businesses, limited to tailoring, dry cleaners, self-service laundry, and copy centers.
- Y. Music, art, decorating, photography, and dance studios.
- Z. Artisan shops.
- AA. Data centers, schools/training centers, research and development.
- BB. Pet shops, indoor kennels with enclosed yards.
- CC. Second hand stores/pawn shops.

Discussions between each section entailed as follows:

### 1702.3 - Location of Lot.:

Temporary Chairperson Tom Warstler asked if parking is shared between businesses and one or the other business has a change in use, will that change in contract have to come back to the Planning Commission for approval. Jim O'Toole responded that yes that would need to come back before the Planning Commission and that that is also included within the proposed amendment.

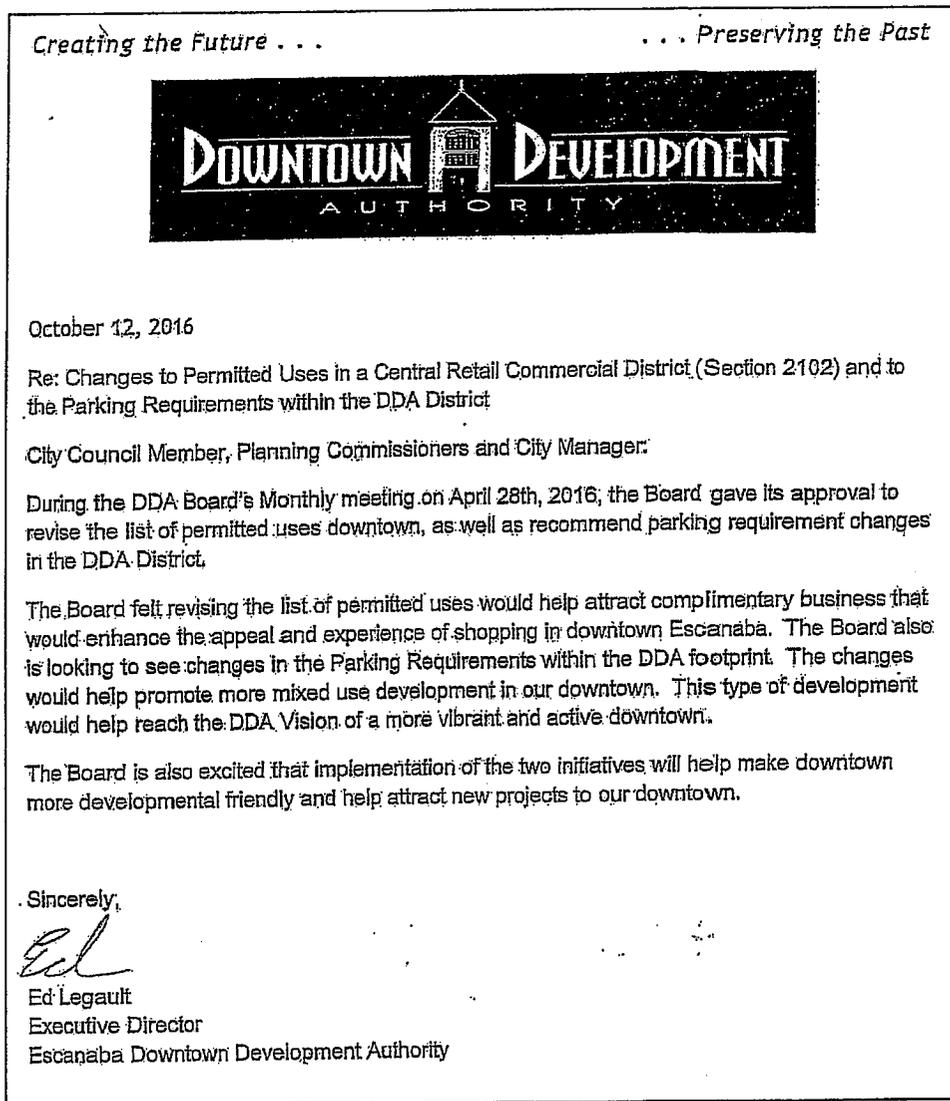
Temporary Chairperson Tom Warstler asked if there will be a standard form that will be used by parking lot sharers when making an agreement. Jim O'Toole stated that these parking agreements need to be approved by the Planning Commission on a case by case basis. These agreements would be drawn up by the Developers themselves.

Commissioner Black asked the question about the parking being in the same zoning district; he understands if the zoning district is next to a residential district, but what happens if it is next to an industrial district. Jim O'Toole answered that it is written that way so that the parking is kept out of residential areas, and if it came to a case where it would be taking place in an industrial district then a non-dimensional variance would need to be applied for.

Jim O'Toole went on to state that he has been in contact with members from the State of Michigan, and that they have said that if these Parking Ordinance Amendments are approved as proposed, that it would fulfil the Best Practice Standard requirement for the RRC program.

**Table 1702:**

Jim O'Toole read the following letter from the DDA into the meeting minutes:



Jim pointed out the proposed amendments to Table 1702 includes additions for Downtown Development District Residential Parking. These additions are based off of the amount of bedrooms in a unit, not by apartment.

Commissioner Diment questioned if the last line in our current parking standard under 1702.3. Location of Lot. "All residential parking shall be located on the premises it is intended to serve."; is going to be updated to cover the newly proposed requirements. Jim O'Toole states that it would be.

Temporary Chairperson Tom Warstler stated that he thinks that the proposed amendments are light on requirements; he believes that most two-bedroom apartments would result in two vehicles. A conversation took place between the Commissioners and Jim O'Toole as to how the amounts of vehicles could be justified, some apartments using two parking spots, others only using one, even some with using none. It was stated that the proposed numbers are based off of national standards when it comes to parking. Jim O'Toole stated that when working through the numbers he ran some practical application exercises, and found that those all fit within the

proposed standards. Commissioner Black questioned what the options might be if the Planning Commission approves the changes if someone does attempt to develop a multiunit dwelling downtown where the residents will require more parking spots than what the standard states. Jim O'Toole responded that the owner of the property would need to make other arrangements for parking in order to retain tenants. Commissioner Morley noted that most of the time when signing a lease for an apartment the landlord notes to the tenant how many spots are available to them for their unit, then it is up to the tenant to determine if that is enough spots to accommodate what they need, and if it is isn't then possibly look into another unit to rent.

**1706.1 Driveway width.:**

Commissioner Hellerman stated that he feels as though twelve-foot widths for private driveways are unnecessarily big. City Engineering Assistant Terry Flower explained that the reason for the widening of the driveways is due to many cases where nine-foot is not big enough for residents to get their vehicles into their driveways, he also stated that twelve-foot is a standard in the State of Michigan.

After no more questions or comments were given by Planning Commission members, Temporary Chairperson Tom Warstler opened the floor to the public for the public hearing.

Andy Crispigna commented to the Planning Commission that he feels that this new standard for parking requirements would be beneficial to the local business owners who have their business on the main level and apartment units on the second. This new standard would make it much easier for business owners to come up with parking spaces for those tenants, that he feels the current standard of two vehicles per unit is entirely too much especially in the downtown area.

After no more questions or comments were given by the Public, Temporary Chairperson Tom Warstler closed the public hearing.

Jim O'Toole stated that if the Amendments are approved, then it will be brought before legal for review and placed in a legal format, then forwarded to City Council.

**A motion was made by Commissioner Diment, seconded by Commissioner Black, to approve recommended Zoning Ordinance Amendments to Chapters 17 and 21 as discussed, to the Escanaba City Council for Public Hearing consideration and adoption. Ayes were unanimous.**

**NEW BUSINESS**

None

**GENERAL PUBLIC COMMENT**

None.

**COMMISSION/STAFF COMMENT AND ANNOUNCEMENTS**

Jim O'Toole updated the Commission on the current Zoning Permit Report dated January 1, 2106 thru October 18, 2016.

<b>ZONING PERMITS REPORT</b>		
<b>January 1, 2016 thru October 18, 2016</b>		
4	NEW RESIDENTIAL HOME	\$ 721,844
28	RESIDENTIAL REMODEL	\$ 719,900
4	NEW COMMERCIAL	\$ 1,997,600
17	COMMERCIAL REMODEL	\$ 6,219,700
2	CHANGE OF USE	\$ -
2	HOME OCCUPATION	\$ -
0	LAND USE PERMIT	\$ -
8	DEMOLITION PERMIT	\$ 60,220
<b>65</b>	<b>TOTAL</b>	<b>\$ 9,719,264</b>

Jim O'Toole updated the Commission on the RRC Report Card status, that we have completed all items with the exception of Parking Standards, which should be taken care of with this meeting's approval, and completion of a Marketing and Branding Plan.

Temporary Chairperson Tom Warstler questioned that after the City obtains the RRC status, will there be signage on the roads coming into the City stating the Certification. Jim O'Toole stated that the City will be able to market ourselves as a RRC Community and the State will market us as one as well. Jim O'Toole went on to state that we get signs that will be posted.

Jim O'Toole stated that the State is sending up a Marketing and Branding expert to assist the City in putting together a Marketing and Branding Plan, in which will be open to All Boards and Commissions, and the public on December 6, 2016.

Jim O'Toole also stated that at the November 10, 2016 Planning Commission meeting a Site Plan Review will be held for an ALDI Inc. grocery store. Letters to property owners were sent out notifying them of the November 10, 2016 meeting on October 18, 2016.

### ADJOURNMENT

**A motion was made by Commissioner Caswell, seconded by Commissioner Hellerman, to adjourn the meeting. The meeting adjourned at 6:43 p.m. Ayes were unanimous.**

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Kel Smyth, Vice Chairperson  
Escanaba Planning Commission

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

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Roy Webber, Secretary  
Escanaba Planning Commission

**CHAPTER 17  
PARKING AND CIRCULATION REQUIREMENTS**

**SECTION 1701  
OFF-STREET PARKING**

**1701.1. General.** There shall be provided at the time of erection of any main building or at the time such buildings are altered, enlarged, converted or increased in capacity minimum off-street parking space with adequate provisions for ingress and egress by standard-sized vehicles in accordance with the requirements of this Chapter.

**1701.2. Purpose.** It is hereby determined that the provision for off-street parking spaces is necessary to reduce traffic hazards and the congestion of streets. It is also determined that regulation of location, design, maintenance and other features of off-street parking lots is in the interest of public safety and welfare.

**1701.3. Compliance.**

**1701.3.1. Required Parking.** There shall be provided in all districts at the time of erection or enlargement of any main building or structure, automobile off-street parking space with adequate access to all spaces. The number and paving of off-street parking spaces, in conjunction with all land or building uses, shall be provided prior to the issuance of a permanent certificate of occupancy.

**1701.3.2. Remodeling/Rebuilding.** For those buildings existing within all districts excepting districts "A," "B," and "C", no additional parking space need be provided when remodeling or rebuilding of structures, provided the usable floor area of existing structures on such site is not increased in the remodeling or rebuilding. Where floor area is increased, parking space shall be provided for such increased floor area in accordance with the provisions of this ordinance.

**1701.3.3. Change of Use.** Whenever the use of an existing building is changed to a category or classification which requires more parking than the former established use, the additional demand for parking spaces created by the use change shall be provided for. Also whenever a business use is changed to a residential use, the minimum on-site parking requirements shall be provided.

**1701.4. Handicapped Parking Facilities.** Off-street parking facilities shall provide spaces for the handicap in accordance with the provisions of Act 230 of the Public Acts of the State of Michigan 1972, as amended.

**1701.4.1. Required Minimum Number of Accessible Spaces.** If parking spaces are provided for self parking by employees or visitors, or both, then handicapped accessible spaces complying with Table 1701.4 Required Spaces shall be provided in each such parking area.

**TABLE 1701.4.  
REQUIRED SPACES**

<b>Total Parking</b>	<b>Required Accessible Spaces</b>
1 to 25	1
26 to 50	2
51 to 75	3
76 to 100	4
101 to 150	5
151 to 200	6
201 to 300	7
301 to 400	8
401 to 500	9
501 to 1000	2 percent of total
1001 and over	20 plus for 1 each 100 over 1000

**1701.5. Limitations on Parking Lot Use.** The following limitations apply to all parking lots:

**1701.5.1. Private Passenger Vehicle.** The off-street parking lot shall be used solely for parking of private passenger vehicles for periods of less than one day.

**1701.5.2. Vehicle Repairs.** The repair of vehicles, and the storage of merchandise, motor vehicles or trucks is prohibited.

**1701.5.3. Signs.** No signs of any kind other than signs designating entrances, exits, and conditions of use shall be erected within the parking lot.

**1701.6. Non-Specified Uses.** For those uses not specifically mentioned, the requirements for off-street parking facilities shall be in accord with a use which the Code Official considers similar in type.

## SECTION 1702 PARKING SPACE REQUIREMENTS

**1702.1. Required Number.** The off-street parking spaces required for each use permitted by this code shall not be less than that found in Table 1702 Off-Street Parking Schedule, provided that any fractional parking space be computed as a whole space. Minimum required off-street parking spaces shall not be replaced by any other use unless and until equal parking facilities are provided elsewhere. Off-street parking existing at the effective date of this Ordinance, in connection with the operation of the building or use, shall not be reduced to an amount less than hereinafter required for a similar new building or new use.

**1702.2. Combination of Uses.** Where there is a combination of uses on a lot, the required number of parking spaces shall be the sum of that found for each use.

**TABLE 1702  
OFF-STREET PARKING SCHEDULE**

Use	Number of Parking Spaces Required
Dwelling units	2/dwelling unit
Bed and Breakfast	2/operated use and 1/bed and breakfast sleepingroom
Library, Museum, Post Office	1/150 s.f. of usable floor area
Bowling alley	5/for each one bowling lane
Adult foster care home	1/3 residents
Child care center	1/10 children
Residential care and treatment facilities	1/3 beds
Independent living	1/unit
High school	8/each classroom - 1/each employee
Colleges	7/10 students (maximum of 22 spaces for each classroom, whichever is more restrictive) - 1/each employee
All other schools	1.5/classroom
Places of worship	1/3 seats in main area of worship
Hospitals	1/bed plus 1/employee on a major shift
Grocery and all other uses	1/300 s.f. of usable floor area
Office	1/300 s.f. of usable floor area
Retail	1/200 s.f. of usable floor area
Marinas	1/boat slip
Restaurant	1/100 s.f. of usable floor area
Health club	1/100 s.f. of usable floor area
Warehouse	1/1500 gross s.f.
Assembly	1/300 s.f. of usable floor area
Medical Office	1/300 s.f. of usable floor area (maximum 1/150 s.f.)
Theaters/Auditoriums	1/3 seats
Hotels/Motels	1/guest room plus 1/500 s.f. of common area
Industrial	1/500 s.f. of usable floor area

**1702.3. Location of Lot.** The parking spaces required by this code shall be provided on the same lot as the use or where the exclusive use of such is provided on another lot not more than three hundred (300) feet radially from the subject lot within the same or less-restrictive zoning district. All residential parking shall be located on the premises it is intended to serve.

**SECTION 1703  
PARKING STALL DIMENSION**

**1703.1. Width.** A minimum width of nine (9) feet shall be provided for each parking stall.

**Exceptions:**

- A. Compact parking stalls shall be permitted to be eight (8) feet wide.
- B. The width of a parking stall shall be increased twelve (12) inches for obstructions located on either side of the stall within fourteen (14) feet of the access aisle.

**1703.2. Length.** A minimum length of twenty (20) feet shall be provided for each parking stall.

**Exceptions:** Compact parking stalls shall be permitted to be eighteen (18) feet in length.

**1703.3. Maneuvering/Aisle Widths.** Plans for the layout of the parking lot shall describe the dimensions of the total lot, and shall describe the location and dimensions of all parking spaces, maneuvering lanes, entrances, exits and setbacks. One (1) of the following various patterns shall be used:

Parking Angle	Stall Width	Maneuvering Lanes	Parking Stall Length
0° to 15°	10 ft.	12 ft.	23 ft.
16° to 37°	10 ft.	12 ft.	20 ft.
38° to 57°	10 ft.	15 ft.	20 ft.
58° to 74°	10 ft.	18 ft.	20 ft.
75° to 90°	10 ft.	24 ft.	20 ft.

**1703.4. Maneuvering Lane Access.** All spaces shall be provided adequate access by means of a maneuvering lane.

**1703.5. Maneuvering Lane Widths.** All maneuvering lane widths with the exception of the seventy-five to ninety-degree pattern shall be for one-way traffic movement. These widths shall be increased to a minimum twenty-four (24) feet to permit two-way movement of traffic.

**1703.6. Compact-to-standard stall ratio.** The maximum ratio of compact stalls to standard stalls in any parking area shall not exceed one (1) to two (2).

**SECTION 1704  
DRIVEWAYS, STREET AND ACCESS MANAGEMENT**

**1704.1. Driveway, Street and Access Management.** Adequate ingress and egress to the parking lot and/or property by means of clearly limited and defined drives shall be provided for all vehicles. The number of commercial driveways serving a property shall be the minimum number necessary to provide reasonable access and access for emergency vehicles, while preserving traffic operations and safety along the public roadway. Access may be via an individual access point or shared access along a service drive.

**1704.1.1. Special Access Points - Lincoln Road, Ludington Street, and North 30<sup>th</sup>**

**Street.** One access point along the corridor of Lincoln Road, Ludington Street, and North 30<sup>th</sup> Street or along connecting streets which intersect Lincoln Road, Ludington Street and North 30<sup>th</sup> Street shall be permitted for each site plan or subdivision. The

Planning Commission may require shared access or access via a service drive as deemed necessary.

**1704.1.2. Additional Access Points.** Additional access points may be permitted if one or more of the following applies:

- A. One additional access point along Lincoln Road, Ludington Street, and North 30<sup>th</sup> Street may be allowed for land with a continuous frontage of over five hundred (500) feet, if the Planning Commission determines there are no other reasonable access opportunities, or
- B. One additional access point may be allowed along streets which intersect Lincoln Road, Ludington Street, and North 30<sup>th</sup> Street for land with at least four hundred (400) feet of frontage along the street, if the Planning Commission determines there are no other reasonable access opportunities, or
- C. One additional access point may be allowed if the land is a corner parcel with at least three hundred (300) feet of frontage along both public streets, if the Planning Commission determines there are no other reasonable access opportunities, or
- D. One way access points are discouraged due to their conflict with the City of Escanaba goal to reduce the number of driveways/access points on Lincoln Road, Ludington Street and North 30<sup>th</sup> Street, if the Planning Commission determines there are no other reasonable access opportunities.

**1704.1.3. Traffic Impact Study.** The Planning Commission may determine an additional access is justified based upon a traffic impact study submitted by the applicant. The traffic impact study must be reviewed and accepted by the Michigan Department of Transportation and/or Delta County Road Commission before submittal to the Escanaba Planning Commission.

**1704.1.4. Minimum Distance - All Other Areas.** In all other areas of Escanaba there shall be a minimum of twenty-five (25) feet between curb cuts and intersections.

## **SECTION 1705 LOT ACCESS**

**1705.1. Lot Access.** Every lot must abut a street. No building, structure or use of land for any purpose may be placed on a lot which does not abut a street.

### **Exceptions:**

- A. A single-family detached dwelling may be constructed on a lot that does not abut a street, provided that lot is at least two (2) acres in size, is provided with access to a public street by an easement (other than an alley) of at least fifteen (15) feet in width for the exclusive use of the detached dwelling, and the easement is maintained in a condition passable for emergency and service vehicles. All lots must be created and developed pursuant to the "Subdivision Control Act", Act

288 of the Public Acts of 1967, Act 591 of Public Acts of 1996, and Act 87 of Public Acts of 1997, as amended.

- B. Attached and multi-family dwellings need not abut a street, provided that all portions of every dwelling unit are within four hundred (400) feet of a public or private street that furnishes direct access to the property and that access to each dwelling unit will be made available via either a public right-of-way or private street or vehicular or pedestrian way (other than an alley) owned by the individual unit owner in fee or in common ownership.
- C. Driveways in a Light Manufacturing District and Heavy Manufacturing District may be used to provide access to uses in any of these districts which are located on lots which do not abut a street. Any such lot, which existed prior to 1997 may be used as if it abutted a street, provided that it is served with a driveway built to appropriate standards located on a permanent, recorded easement.
- D. Nothing in this section exempts any property from the provisions of the Subdivision Ordinance and/or the Subdivision Control Act. In any case, when there appears to be contradicting or overlapping standards or requirements, the more restrictive standard or requirement will control.
- E. Lots or building sites which are part of a large nonresidential development, such as a shopping center, need not abut a street so long as the overall site abuts a street and is designed in such a manner and way that access is furnished to all interior lots or building sites.

## **SECTION 1706 DESIGN OF PARKING FACILITIES**

**1706.1. Driveway width.** Every parking facility shall be provided with one or more access driveways, the width of which shall be the following:

**1706.1.1.** Private driveways at least 9 feet.

**1706.1.2.** Commercial driveways:

**1706.1.2.1.** Twelve feet for one-way enter/exit.

**1706.1.2.2.** Twenty-four feet for two-way enter/exit.

**1706.2. Driveway and ramp slopes.** The maximum slope of any drive or ramp shall not exceed twenty percent (20%). Transition slopes in driveways and ramps shall be provided in accordance with the standards set by the City Engineer.

**1706.3. Stall accessibility.** Each required parking stall shall be individually and easily accessible. No automobile shall be required to back onto any public street or sidewalk to leave any parking stall when such stall serves more than two dwelling units or other than residential uses. All portions of a public lot or garage shall be accessible to other portions thereof without requiring the use of any public street.

**1706.4. Screening.** A four (4) foot high screen at the public way shall be provided for all parking areas of five (5) or more parking spaces. An off-street parking lot abutting a residential district shall be provided with a four-foot continuous screen. The screen shall be provided on all sides where the abutting zoning district is designed as a residential district.

**1706.5. Paving.** In a Residential Planned Unit Development District, Local Business

District, Commercial District, Planned Commercial Development District, Special Planned District, Light Manufacturing District, Industrial Park District, Heavy Manufacturing District, and Open Space District the entire parking lot, including parking spaces and maneuvering lanes required under this Chapter, shall be provided with a paved surface. For Bed and Breakfast Establishments and Rooming Houses the parking area shall be surfaced before the permit/license is issued. Off-street parking lots shall be drained so as to dispose of all surface water accumulated in the parking areas in such a way as to preclude drainage of water onto adjacent property or toward buildings.

**1706.6. Bumper Stops and Paint Striping.** All parking spaces shall be clearly defined by use of carwheel or bumper stops and/or painted striped lines.

**Exception:** A private garage or parking area for the exclusive use of a single-family dwelling.

**1706.7. Lighting.** All lights illuminating a parking area shall be designed and located so as to reflect down and away from any public right-of-way and adjacent property. In no case may the source of light exceed thirty (30) feet in overall height above ground level.

**1706.8. Separation.** The parking area must be separated from the contiguous residential area by a fence or hedge. A fence shall have a minimum height of four (4) feet and be constructed of boards, pickets, stone or other suitable material equivalent thereto, with a maximum open area of fifty percent (50%). A hedge shall not be less than four (4) feet in height and be composed of at least one hedge row of hardy shrubs or two rows of evergreens.

## SECTION 1707 OFF-STREET LOADING ZONES

**1707.1. General.** On the same site with every building or structure in all districts, excepting districts "A," "B," and "C," there shall be provided and maintained a minimum of one space for standing, loading and unloading of delivery vehicles in order to prevent interference with public use of a dedicated right-of-way.

**1707.1.1. Shared Facilities.** Two or more adjacent buildings or structures may jointly share off-street loading facilities, provided that adequate access to the individual uses is provided.

**1707.1.2. Loading Dock Surface.** Loading dock approaches shall be provided with a pavement having an asphaltic or cement binder so as to provide a permanent, durable and dust-free surface.

**1707.1.3. Dimensions.** All spaces shall be laid out in the dimensions of at least ten feet by eighty feet (10' x 80').

**1707.1.4. Off-Street Parking Spaces.** Off-street parking spaces must be provided for all commercial vehicles owned by or customarily used by the business or industry. The Code Official may authorize that the off-street loading area be used for this purpose, provided that the parking of commercial vehicles does not interfere with the loading activities.

**1707.1.5. Off-Street Loading Zone Signs.** Off-street loading zones shall be designated with appropriate signs and pavement markings which prohibit parking of noncommercial vehicles.

**SECTION 1708  
PARKING LOT/LOADING DOCK MAINTENANCE**

**1708.1. Parking Maintenance.** The off-street parking lot, required borders and landscaped areas shall be maintained in a litter free condition. All plantings shall be in a healthy growing condition, neat and orderly in appearance. Snow shall be removed as necessary to permit use of all required parking spaces.

**SECTION 1709  
BICYCLE PARKING**

**1709.1. General.** Whenever full off-street parking compliance is required, bicycle racks or lockers must be installed and located within fifty (50) feet of the main entrance of a building or inside a building in a location that is easily accessible by bicyclists according to the table below. All requirements are minimums unless otherwise noted. No bicycle parking is required for uses not listed.

**TABLE 1709  
BICYCLE PARKING SCHEDULE**

Use	Number of Spaces Required
Hospitals	2 per 15,000 s.f. of usable floor area
Dormitories	1 per 8 residents
Churches	2 per 15,000 s.f. of usable floor area
Public libraries	1 per 25 motor vehicles spaces
Museums	2 per 15,000 s.f. of usable floor area
High school	2 per classroom
College	5 per classroom
Other schools	10 per classroom
Community buildings	1 per 25 motor vehicle spaces
Clubs	1 per 25 vehicles spaces
Commercial and Office Use	2 per 15,000 s.f. of usable floor area
Commercial outdoor recreation	1 per 20 motor vehicle spaces
Parking area 21 spaces or larger	1 per 25 motor vehicle spaces
Larger manufacturing	2 per 20,000 s.f. of usable floor area
Restaurants	2 per 16 fixed seats

**1709.2. Fractional Space Determination.** When units of measurement determining the number of parking spaces results in a fractional space, any fraction up to and including one-half (2) shall be disregarded and fractions over one-half (2) shall require one parking space.

## SECTION 1710 BICYCLE PARKING STANDARDS

**1710.1. Bicycle Lockers.** Where bicycle parking is required, all bicycle lockers and bicycle racks must be securely anchored.

**1710.2. Bicycle Racks.** Required bicycle parking racks must meet the following standards:

**1710.2.1. Security.** The bicycle frame and one wheel can be locked to the rack with a high security, U-Shape shackle lock if both wheels are left on the bicycle.

**1710.2.2. Damage Control.** A bicycle six feet long can be securely held with its frame supported so that the bicycle cannot be pushed or fall in a manner that will damage the wheels or components.

**1710.2.3. Anchoring.** The rack must be securely anchored.

**1710.3. Maneuvering Areas.** The following maneuvering areas must be provided:

**1710.3.1. Accessibility.** Each required bicycle parking space must be accessible without moving another bicycle; and

**1710.3.2. Aisle Maneuvering.** There must be an aisle at least five feet wide behind all required bicycle parking to allow room for bicycle maneuvering.

## SECTION 1711 PEDESTRIAN TRAVELWAYS (SIDEWALKS)

**1711.1. Public Sidewalks.** Six feet wide public sidewalks shall be installed along streets adjacent to property on which a building is erected or moved.

**1711.2. Private Sidewalks.** A sidewalk a minimum of three feet wide free from obstructions shall be constructed from the public walk to main entries of buildings. On lots where there are multiple principal buildings or entries, sidewalks meeting the requirements above shall be provided.

**Exception:** One and two-family dwellings.

**1711.3. Sidewalk Separation.** Sidewalks shall be physically separate from the parking area except where they cross a vehicle maneuvering lane, in which case the travelway shall be defined with a separate and contrasting material such as the use of textured concrete or brick paver.

## SECTION 1712 MODIFICATIONS TO PARKING REQUIREMENTS

**1712.1. General.** Modification requests to parking requirements shall be referred to the Planning Commission for review, with a recommendation to modify the requirements as set forth in this Chapter where unusual difficulties or unnecessary hardships would result. However, no modification shall be given to avoid the purpose of the Chapter to provide a minimum of off-street parking spaces.

**ORDINANCE 1075, effective September 22, 2007**

**CHAPTER 21  
CENTRAL RETAIL COMMERCIAL DISTRICT ("E-3")**

**SECTION 2101  
GENERAL PROVISIONS**

**2101.1. Purpose.** The Central Retail Commercial District is for the purpose of accommodating central retail and related services.

**2101.1.1. Boundaries.** The boundaries are that part of the Southeast Quarter (SE1/4) of Section 30, Township 39 North, Range 22 West lying in the City of Escanaba, Delta County, Michigan, described as follows: That portion of blks 56,64 and 75 lying south of alley and that portion of blks 55,65 and 74 lying north of alley and that portion of Ludington Street, North and South Tenth Streets, North and South Eleventh Streets and North and South Twelfth Streets lying adjacent to and between said blks and alleys within the "Original Plat of The City of Escanaba". Also that portion of blks 80,87 and 93 lying south of alley and that portion of blks 81,86 and 94 lying north of alley and that portion of Ludington Street, North and South Thirteenth Streets lying adjacent to and between said blks and alleys within the "Proprietors 1<sup>st</sup> Addition to the City of Escanaba". More commonly known as Ludington Street from 9<sup>th</sup> Street to 14<sup>th</sup> Street from Ludington Street to the north side alley between Ludington Street and 1<sup>st</sup>. Avenue North and from Ludington Street to the south side alley between Ludington Street and 1<sup>st</sup>. Avenue South.

**2101.2. Cross References, as amended.**

- A. Zoning and planning in home rules cities MCLA 117.41
- B. Regulation of location of trades, buildings and uses by local authorities MCLA 125.581
- C. Regulation of buildings; authority to zone MCLA 125.582
- D. Regulation of congested areas MCLA 125.583
- E. Uses of land or structures not conforming to ordinances; powers of legislative bodies; acquisition of property MCLA 125.583a

**SECTION 2102  
USES PERMITTED IN A CENTRAL RETAIL COMMERCIAL DISTRICT**

**2102.1. General.** In a Central Retail Commercial District, a building, structure, or premises, may be erected or used for one or more of the following specified purposes:

- A. Retail stores supplying commodities for residents such as bakeries, ice cream, grocery and liquor stores, newsstands, furniture, home decorating, floor covering, hardware and appliance stores, department stores, stationery stores, sporting good stores, pet shops, retail nurseries, florist shops, automobile accessory stores and similar retail uses.
- B. Barber shop, beauty shop, tanning salon, day spa.
- C. Civic and cultural facilities, indoor theaters.
- D. Eating and drinking places to include banquet facilities, not including drive-in service places.
- E. Banks and other financial institutions, not including drive-in service places.

- F. Shops for custom work or the making of articles to be sold at retail on the premises when the making is conducted inside the building. Photographic, dance, music, art, martial arts studios and related sales.
- G. Hotels, Motels, Inns.
- H. Government buildings, essential services.
- I. Copy services but not including printing press or newspaper.
- J. Bakery and convenience stores, without gasoline service.
- K. Art gallery.
- L. Liquor store.
- M. Travel Agency.
- N. Dwelling units above the first floor of commercial uses.
- O. Business, professional, medical administrative or corporate offices above the first floor of the commercial space.
- P. Fraternal organizations above the first floor of the commercial uses.
- Q. Churches above the first floor of the commercial uses.
- R. Accessory buildings and uses customarily incidental to the permitted uses when located on the same lot or parcel of land.

**SECTION 2103  
USES ALLOWED BY SPECIAL LAND USE PERMIT**

**2103.1. General.** The following uses of land and buildings, together with accessory uses, are allowed in the Central Retail Commercial District if a special land use permit is issued according to the standards of this chapter:

- A. Eating and drinking places which include drive-in service.
- B. Banks and other financial institutions which provide drive-in services.
- C. Outdoor vendors. Open air markets.

**SECTION 2104  
ACCESSORY USES PERMITTED IN A CENTRAL RETAIL COMMERCIAL DISTRICT  
- WHEN LOCATED ON THE SAME LOT WITH THE PRINCIPAL USE**

**2104.1. Allowed Uses.** Uses customarily incidental to any of the permitted uses and located on the same lot therewith, provided all area and yard requirements are met.

**SECTION 2105  
SETBACKS**

**2105.1. Front Yard Requirement.**

**2105.1.1. Front Yard.** No front yard is required.

**2105.2. Side Yard Requirement.**

**2105.2.1. Central Retail Nature.** No side yards are required.

**2105.3. Rear Yard Requirement.** In a Central Retail Commercial District there shall be a rear yard of at least twenty-five (25) feet in depth on every lot as measured at right angles from the rear lot line to the nearest part of the principal building.

**2105.4. Through Lots and Corner Lot.** Through lots and corner lots having a frontage on two streets shall provide the required setback on both streets.

## **SECTION 2106 ENCROACHMENTS INTO SETBACKS**

**2106.1. Projections Into Required Yards.** Outside stairways, fire escapes, fire towers, chimneys, platforms, enclosed balconies/porches, boiler/furnace flues, eaves, sills, belt courses, cornices and other projections shall be considered part of the building, subject to the setback requirements of the building.

### **Exceptions:**

- A. Terraces, patios, decks, uncovered and unenclosed porches which do not extend more than thirty (30) inches above grade at the nearest side property line may project into a required side setback provided these projections are no closer than two (2) feet from the subject side property line.
- B. An unenclosed balcony, porch or deck may project into a rear setback for a distance not exceeding twenty (20) feet.

**2106.2. Handicap Ramp Procedure/Other Encroachments.** The Code Official shall have the authority to approve a handicapped ramp or other encroachment into a yard, if the encroachment is required by law and there is no other reasonable location.

**2106.2.1. Neighbor Notification.** Before granting any administrative approval, the Code Official shall take reasonable steps to inform the owners of the property abutting on that side of the location of the requested approval or on all sides, if all sides would be affected. The Code Official shall inform the relevant abutting owner(s) that the owner is entitled to object. The abutting owner shall have three working days to make comments to the Code Official. The Code Official shall take into consideration any comments received.

**2106.2.2. Variance.** If the Code Official determines that there is not a basis for administrative approval, then the applicant must seek a variance.

**2106.2.3. Administrative Denial.** If any person who is deemed to have the status of an aggrieved person objects to the administrative approval with a stated reason before the Code Official's written decision, then the Code Official shall deny the request for an administrative approval and the applicant must file for a variance

## **SECTION 2107 LOT DENSITY**

**2107.1. Area Percentage.** When the principal use is commercial, buildings or structures hereafter erected shall not occupy more than eight-five percent (85%) of the area lot.

## **SECTION 2108 BUILDING HEIGHT**

**2108.1. General.** In a Central Retail Commercial District, no building or structure shall exceed one hundred (100) feet in height.

### Exceptions:

- A. Steeples, Clock Towers, wireless tower, monuments, chimneys, water tanks, elevator bulk heads, or stage tower may be erected to a height not exceeding twice the height of the attached building.
- B. Parapet Walls may be used to screen existing equipment may be erected if the wall extends around the perimeter of the building and incorporates exterior building materials similar to those of the main building.
- C. The Planning Commission may authorize an increase in height provided the request is consistent with the intent of this Chapter.

## SECTION 2109 ACCESSORY BUILDINGS/PRIVATE GARAGES

**2109.1. Distances.** Accessory buildings other than private garages shall be at least ten (10) feet from any dwelling situated on the same lot and at least six (6) feet from any other building on adjacent lot or accessory building on the same lot.

**2109.2. Front Yard Space.** Accessory buildings may not occupy front yard space.

**2109.3. Side Yard Space.** Accessory buildings and portions thereof may occupy that portion of the side yard which is in excess of the side yard requirements.

**2109.4. Rear Yard Space.** Accessory buildings and portions thereof may occupy up to fifty percent (50) of the required rear yard space except where a rear yard abuts for its full width upon a street said buildings and portions thereof shall not occupy any of the required minimum rear yard space. On a corner lot, accessory buildings shall not occupy any part of that portion of the rear yard lying nearer to the street than the width of the side yard required for the same lot and abutting on such street.

**2109.5. Accessory Height.** Accessory buildings other than a private garage shall not exceed twelve (12) feet in height from the ground floor to mean height as defined in Chapter 1, General Provisions, Section 111, General Definitions. The height of a private garage shall not exceed 18 feet in height from ground floor to mean height as defined in Chapter 1, General Provisions, Section 111, General Definitions or the height of the principal building, whichever is less.

**2109.6. Accessory Design and Finish.** Accessory buildings must be designed to match the architectural elements and styles of the main structure and the surrounding features of the area to include structure finishes.

## SECTION 2110 PARKING

**2110.1. General.** There shall be provided at the time of the erection of any main building or at the time such buildings are altered, enlarged, converted or increased in capacity minimum off-street parking space with adequate provisions for ingress and egress by vehicles in accordance with the requirements of Chapter 17, Parking and Circulation requirements.

**SECTION 2111  
LANDSCAPING/PAVING REQUIREMENTS**

**2111.1. General.** The applicant shall submit a comprehensive landscape plan for any project in the Central Retail Commercial District, identifying the location and size of both existing vegetation to be retained and proposed new vegetation, typical planting materials, the phasing of landscape installation, and planting methods. Such landscape plan shall include detail on the landscape maintenance procedures to be followed to assure the continued viability of all plantings and landscaped areas.

**2111.2. Maintenance.** All live landscaping required by this Ordinance shall be properly maintained. All dead or dying landscaping shall be replaced immediately and all sodded areas mowed, fertilized, and irrigated on a regular basis.

**2111.3. Parking Areas and Driveways.** All parking areas and driveways shall be paved.

**SECTION 2112  
FENCES AND WALLS**

**2112.1. General.** The following restriction shall apply to all fences and walls located within the zoned district, except for fences and walls surrounding public utility structures or radio, television, or microwave transmission or relay towers:

- A. No person shall construct or cause to have constructed any fence or wall upon any property within the City without first having to obtain a permit.
- B. Any person desiring to build or to cause to be built a fence or wall upon their property or property owned by the City shall first apply to the City for a permit. Such application shall contain any and all information required for the determination of whether the erection of such fence or wall will violate any Ordinance of the City.
- C. No fence or wall located in the yard shall be built to a height greater than four (4) feet above grade in the front yard and six (6) feet in the side and rear yard area. On a corner lot fences and walls nearer the street than the established building line shall not exceed four (4) in height.
- D. The capital of a fence post or column may extend up to two (2) feet above the maximum fence/wall height limit. 4. No partition fence or wall shall extend towards the street beyond two (2) feet from the established lot line, nor shall any fence or wall or portion thereof be erected in any area on or parallel to the front lot line except that it shall be located a minimum of two (2) feet behind the inside edge of the established sidewalk line.
- E. No person being the owner, lessee, occupant or agent for the same, of any building in the City shall erect, cause to be erected, or maintain on or about the walk or stairway to the entrance to such building, any railing, fence, guard or other projection on which there shall be affixed or placed, or in any manner attached, any barbed wire construction, nor shall there be maintained, either partially or wholly, around any area adjacent to any street, alley, lane or public way, or in or along any street or sidewalk in front or adjacent to any public space or place, or nail or cause the same to be nailed or fastened, in any form, shape or manner, upon any partition form, any such barbed wire construction, nor shall any electrical current be charged through any fence whatsoever.
- F. Any person within the corporate limits of the City erecting or maintaining any

- fence or wall between the edge of the established lot line and the inside edge of the sidewalk or where any sidewalk would normally be, shall be fully responsible for the care and maintenance of the fence or wall and shall assume full responsibility for any damaged arising due to the erection of such fence or wall.
- G. No person being the owner, lessee, occupant or agent for the same, of any building in the City shall erect, cause to be erected, or maintain on or about the walk or stairway to the entrance to such building, any railing, fence, guard or other projection on to which there shall be affixed or placed, or in any manner attached, any barbed wire construction, nor shall there be maintained, either partially or wholly, around any area adjacent to any street, alley, lane or public way, or in or along any street or sidewalk in front or adjacent to any public spaces or place, or nail or cause the same to be nailed or fastened, in any form, shape or manner, upon any partition form, any such barbed wire construction, nor shall any electrical current be charged through any fence whatsoever.
- H. A special permit granted by the Planning Commission shall be required of those individuals wishing to erect a protective measures fence; such permit shall be granted only after demonstration of the need of such fence. The owner, or agent thereof, of a protective measure fence shall be granted permission to erect necessary and reasonable barriers along the uppermost edge of the protective measures fence that he deems reasonable for the protection of property within the enclosed area.
- I. Any person within the corporate limits of the City erecting or maintaining any fence or hedge between the edge of the established lot line and the inside edge of the sidewalk or where any sidewalk would normally be, shall be fully responsible for the care and maintenance of the fence or hedge and shall assume full responsibility for any damaging arising due to the erection of such fence or hedge.

## SECTION 2113 SIGNS

**2113.1. Signage.** The intent of the sign design for the Central Retail Commercial District is to establish reasonable and improved standards for business identification. All signs must be architecturally integrated with their surroundings in terms of size, shape, color texture, and lighting so that they are complimentary to the overall design of the building. Signs should be designed with the purpose of promoting retail and street activity while enhancing the pedestrian experience.

### **2113.1.1. All signs shall:**

1. Incorporate no flashing or blinking lights. The light source must be directed against the sign, such as that it does not shine into adjacent property or cause glare for motorists or pedestrians;
2. Insure lighting is conveyed in a subtle and attractive appearance under moderate ambient lighting conditions;
3. Not be permitted to cover or obscure architectural features, windows or part of windows.
4. Not contain advertising other than the identity of the business to which it is attached.
5. Upper story tenant signs shall be window signs not exceeding 15% of the window area.

6. Each building/structure shall be limited to the utilization of two (2) sign styles per property, unless otherwise stated.

**2113.1.2. Wall signs.** The total allowable square footage of wall sign area shall be computed based upon the premises frontage as indicated in Table 2113:

**TABLE 2113**

Premises Frontage (Feet)	Maximum Permitted Sign Copy Area (Square Feet)
20 – 39	42
40 – 59	64
60 – 69	86
70 up	100 Maximum

**2113.1.2.1. Parapet/Roofline.** Not extend above the parapet or roofline of the building to which the sign is attached.

**2113.1.2.2. Location.** Wall signs shall be located on the upper portion of the storefront, within or just above the enframed storefront opening. The length of the sign substrate cannot exceed the width of the enframed storefront. Wall signs must be placed within a clear signable area. Signable areas are defined as an architecturally continuous wall surface uninterrupted by doors, windows or architectural detail.

**2113.1.2.3 Mounting.** Wall signs must be mounted flush and fixed securely to the building wall, projecting no more than 12 inches from the face of a building wall, and not extending sideways beyond the building face or above the highest line of the building to which it is attached.

**2113.1.3. Pole Signs.** Poles Signs shall not be allowed in the Central Retail Commercial District.

**2113.1.4. Ground Signs.** Ground Signs are free standing signs with a lower height configuration and are supported by two columns, uprights, or have a solid footing in or upon the ground. Ground Signs shall not exceed a maximum height, including the sign base, of 12 feet. Ground signs shall not exceed 100 square feet in area. Businesses that are grouped shall be entitled to one ground sign and one tenant sign that represents that group of businesses. The total face of a clustered ground tenant signs shall not exceed 140 square feet.

**2113.1.5. Projecting Signs.** Projecting Signs are affixed to the face of a building or structure and projects in a perpendicular manner more than 12 inches from the wall surface or that portion of the building or structure to which it is mounted. Businesses that use a projecting sign and wall sign cannot exceed the total allowable sign area of Table 2113. Projecting Signs shall:

1. Fit within an imaginary rectangle with a maximum area of 9 square feet.
2. Provide a minimum height clearance from grade to the lowest edge of a projecting sign of 9 feet.
3. Not extend vertically above the roofline or parapet wall of a building.

4. Be oriented to pedestrians passing on the sidewalks in from the building rather than to automobiles or pedestrians on the far side of the street.
5. Maintain a minimum clearance of 6 inches between the building face and sign and a projection not to exceed 42 inches.

**2113.1.6. Canopy and Awning Signs.** Canopy and Awning Signs are signs that are painted on, printed on, or attached to an awning or canopy above a business door or window. Canopy and Awning Signs shall:

1. Have sign lettering and/or logo that does not comprise of more than 30% of the total exterior surface of an awning or canopy.
2. Be permanently attached to the building.
3. Provide a minimum height clearance from grade to the lowest edge of a canopy or awning of 9 feet.
4. Be mounted in the horizontal framing element separating the storefront window from the transom.

**2113.1.7. Tenant Directory Sign.** A Tenant Directory Sign is used to identify multi-tenant buildings and businesses that do not have direct frontage on a public street. Tenant Directory Signs shall:

1. Be mounted flat against a solid wall or incorporated into a ground sign located on the property on which the tenants are located.
2. The maximum sign height, including the sign base, is not to exceed 8 feet. The maximum width is not to exceed 5 feet.
3. The sign copy may include the building name, building logo, address, business tenant's names, and suite numbers or letters.
4. Businesses that are grouped shall be entitled to one tenant directory sign in addition to one ground sign, wall sign, canopy and awning sign.

**2113.1.8. Sidewalk Sign.** Sidewalk signs can be placed on public or private property along public sidewalks outside the normal pedestrian flow which attract pedestrians into shopping areas. Sidewalk signs will not require a permit but must:

1. Be constructed using one of the following durable materials: wooden, plastic or metal signs with open bases, or shaped silhouette signs made of plywood, metal, plastic or similar wood like material that can withstand various weather conditions.
2. Not be constructed of glass, breakable materials, paper, laminated paper, and PVC pipe frames.
3. Designed so that they are uncluttered, with a minimum of text. Logos and graphics are encouraged.
4. A-frame signs may contain one area not larger than one square foot in size, with small text. The remainder of the sign lettering shall be between 2-4 inches high.
5. The maximum size of sign permitted is 4 feet in height and 2 feet in width.
6. The maximum size shape for shaped silhouette signs is 5 feet in height and 3 feet in width.

**2113.1.9. Window Sign.** Window signs are signs that are painted, posted, displayed or etched on an interior translucent or transparent surface, including windows or doors. Window signs will not require a permit but must comply with the following:

1. Shall not exceed 25% of the window area so that visibility into and out of the window is not obscured.
2. Sign copy cannot exceed 10 inches in height.
3. Sign copy must be applied directly to the glazed area.
4. Sign copy must be created from high-quality materials such as paint, vinyl, gold-leaf, or neon.
5. Window signs must be directly applied to the interior face of the glazing or hung inside the window thereby concealing all mounting hardware and equipment.

**2113.1.10. Plaque Signs.** Plaque signs are small versions of tenant signs that are attached to surfaces directly adjacent to shop entries. Plaque signs shall:

1. Be located only on wall surfaces adjacent to tenant entries.
2. Fit within an imaginary rectangle with a maximum area of 6 square feet.
3. Must include the business name and business logo.
4. Businesses shall be entitled to one plaque sign on the street provided the business has a dedicated ground level entry.

## **SECTION 2114 SPECIAL REQUIREMENTS**

**2114.1. Prohibited Residential Dwellings.** Residential dwellings are prohibited from occupying the front fifty percent (50%) ground floor area in any building fronting on Ludington Street between 9<sup>th</sup> Street and 14<sup>th</sup> Street.

**2114.2. Screening.** Dumpsters, solid waste containers, recycling containers (except for recycling containers located at Recycling Collection Centers), or solid waste must be enclosed by a privacy fence/wall constructed of wood, vinyl, cement or metal not less than six (6) feet in height. Dumpsters, solid waste containers, recycling containers (except for recycling containers located at Recycling Collection Centers), or solid waste handling area must be screened from abutting property and from public view from a public street.

**2114.3. Construction Materials.** At least eighty (80) percent of the front side of commercial buildings, as well as any other sides that face adjacent residential areas, shall be finished with face brick, wood, glass, stone, fluted cement block or future acceptable building materials compatible with surrounding properties. All materials shall meet appropriate architectural, aesthetic and safety concerns as provided for in duly adopted ordinances and/or building and fire codes.

**2114.4. Incentives for Better Design and Creativity.** Excellence in design and planning which may be achieved through appropriate innovation and imaginative concepts is encouraged. To accomplish this, alternative compliance may be proposed to the Escanaba Planning Commission in achieving appearance standard goals, provided that such change will produce a more logical and attractive use of property, in that it will be beneficial rather than detrimental to the surrounding area and the community. Proposed design alternatives acceptable under this process must not represent a waiver of requirements: the alternatives must meet or exceed the "spirit" of the law.

**SECTION 2115**  
**CONVEYANCE WHICH CREATES NON-CONFORMING USES FORBIDDEN**

**2115.1. General.** No conveyance of land shall hereafter be made when, as a result of such conveyance, the land or structure of the grantor shall be caused thereby to become a non-conforming use or structure.

**CITY OF ESCANABA  
PLANNING COMMISSION PUBLIC  
HEARING NOTICE**

At a regularly scheduled meeting of the Escanaba Planning Commission on October 18, 2016, at 6:00 p.m., in the Council Chambers of the Escanaba City Hall, 410 Ludington Street, Escanaba, MI 49829, the following public hearing will be conducted:

**Zoning Ordinance Amendments - Chapter 17 Parking and Circulation Requirements and Chapter 21 Central Retail Commercial District Requirements**

The public is cordially invited to attend this meeting should you have any questions, comments or concerns on any of the proposed amendments. Please submit your written concerns to the City of Escanaba, City Manager's Office, P.O. Box 948, 410 Ludington Street, Escanaba, MI 49829 prior to October 18, 2016. All written correspondence will be read into the public record. A copy of the proposed zoning ordinance amendments can be viewed at City Hall, 410 Ludington Street, Escanaba, MI 49829 or at [www.escanaba.org](http://www.escanaba.org) in the Land Development Tool Box tab.

**Escanaba Planning Commission**

CITY OF  
*Escanaba*



COUNTY OF DELTA

STATE OF MICHIGAN

## NOTICE IN CHANGE OF MEETING DATE

OF THE

## PLANNING COMMISSION

PLEASE TAKE NOTICE the **regular scheduled meeting for October**, has been rescheduled to **October 18, 2016; 6:00 pm**, Room C101, City Hall, 410 Ludington Street, Escanaba, MI, 49829. The purpose of said change is to allow for a Public hearing on: Zoning Ordinance Amendments - Chapter 17 Parking and Circulation Requirements and Chapter 21 Central Retail Commercial District Requirements, and/or act on any other items brought up by the commission.

**CHANGED DATE: October 18, 2016**

This notice is given in accordance with Act 267 of the 1976 Public Acts of the State of Michigan and Chapter II, Section 5, of the Escanaba City Charter. The City of Escanaba will provide necessary, reasonable auxiliary 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 below named City Clerk. Public notice will be given regarding any changes of the above meeting.

Jim O'Toole  
City Clerk's Office  
(906) 786-9402

or

Robert Richards, City Clerk

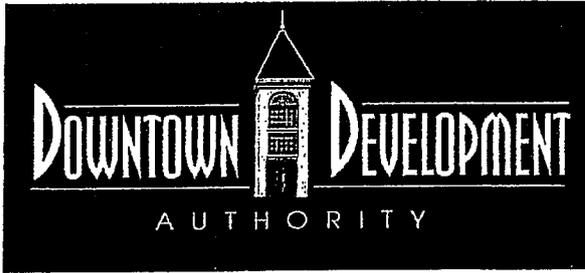
(906) 786-1194

P. O. Box 948, 410 Ludington Street

Escanaba, MI 49829

TAW/bms

Posted 9/30/2016 11:02 AM



Downtown Development Authority Board  
**MEETING MINUTES**

April 28, 2016 at 12:15 p.m.

Administration  
Edward Legault  
Judy Schroeder

*Downtown Development Authority Trustees*

Sue Parker, Chairperson	James O'Toole, Trustee
Dan Bender, Vice Chair	Marc Tall, Trustee
Andy Crispigna, Treasurer	Vacant
Mark Ammel, Trustee	Jolee Hughes, Trustee
Mary Finlan, Trustee	

**Escanaba City Hall, Council Chambers, 410 Ludington Street, Escanaba, MI 49829**

**OFFICIAL PROCEEDINGS  
ESCANABA DDA  
CITY OF ESCANABA, MICHIGAN  
Regular Board Meeting  
April 28, 2016**

**Call To Order:**

The meeting was called to order by Chairperson Sue Parker at City Hall Council Chambers, 410 Ludington Street, Escanaba, Michigan.

**Roll Call:**

Chairperson Sue Parker, Vice Chair Dan Bender, and Trustees Tall, O'Toole, Hughes, Finlan, Ammel and Treasurer Crispigna.

**APPROVAL/CORRECTION(S) TO MINUTES**

***Trustee Tall moved to approve the minutes of February 25, 2016, 2nd by Trustee Hughes. Motion Carried.***

**APPROVAL/ADJUSTMENTS TO THE AGENDA**

***Trustee Finlan moved to approve the agenda, 2nd by Trustee Tall. Motion Carried.***

**CONFLICT OF INTEREST DECLARATION - None**

## TREASURER'S REPORT

Fund Balance is at \$396,684.66. Nothing unusual in payables.

*Motion to accept Treasurer's Report by Trustee O'Toole, 2nd by Trustee Tall. Motion Carried.*

*Motion by Trustee Tall to pay invoice # 132972 to Cooper Office Supplies in the amount of \$606.65, 2nd by Trustee Hughes. Motion Carried.*

Public Hearing: None

OLD BUSINESS/UNFINISHED BUSINESS: None

## NEW BUSINESS:

### 1. 2016 Upfront Ribfest Expenditures

DDA Administration requested Board Approval for \$2900 in upfront expenses for this year's event for the cost of ribs, music & misc. expenses. We will have a sales goal of between 275 – 300 tickets sold. If we sell 300 tickets we will have revenue of \$3600.

*A motion was made by Trustee O'Toole to approve upfront expenses for Ribfest in the amount of \$2,900, 2nd by Trustee Hughes. Motion Carried.*

### 2. Proposed changes to City Ordinance Section 2102 (Permitted Uses)

DDA Administration requested Board Approval for proposed changes to City Ordinance 2102 – Uses permitted in a Central Retail Commercial District. The changes would update businesses that would be permitted in the CRC District. The changes will also streamline the process for the business owner and save time for City Commissions that would have to make an exception to include the new business. Approval of the changes will also allow the process to revise the ordinance to go forward in a timely manner. **The changes will be made to Ordinance 1075, Chapter 21, Section 2101 General Provisions.** The main revisions are under Section 2102 Uses Permitted in a Central Retail Commercial District.

*A motion was made to make the necessary additions to Ordinance 1075 by drafting a Resolution in Support of the changes and referring the additions to the Planning Commission to start the process of amending the ordinance by Trustee Finlan, 2nd by Treasurer Crispigna. Motion carried with Trustee Tall abstaining. (A copy of the changes is attached to the minutes)*

### **3. Proposed changes to Table 1702 (Off Street Parking Schedule)**

DDA Administration requested Board Approval for the proposed changes to Table 1702 (Off Street Parking Schedule). The changes would update parking requirements for residential projects within the DDA District. Recommendations as follows:

<b><u>Use</u></b>	<b><u># Spaces Required</u></b>
* Single - Family Detached	2/per dwelling
* Multiple Unit Dwelling; One bedroom or studio unit	1/per dwelling unit
* Two bedroom unit	1.25/per dwelling unit
* Three bedroom unit or more	1.5/per dwelling unit
* Senior Citizen - Residential	1/per dwelling/room unit
* Senior Citizen Residential - employee	1/per employee

***A motion to make the necessary changes for Off Street Parking Table 1702 and refer those changes to the Planning Commission by Trustee Finlan, 2nd by Trustee Hughes.***

***Ayes - 6, Nay - 1, Trustee Tall Abstaining.***

### **4. Review of Bids Submitted for the Escanaba Market Place Project**

Barry Polzin, Lead Architect for the Escanaba Market Place Project, reviewed the bids received at the DDA Building by 3:00 pm on April 27<sup>th</sup>. Bids were received from three contractors. Barry recommended that interviews with the bidders be scheduled to discuss various aspects of the bids in an effort to clearly understand the expenses of the Market Place Project. Bids were accepted from Industrial Maintenance Service, Roy Ness Contracting and O'Boyle & Company. Reviews were schedule with IMS and Roy Ness Contracting.

## PROJECT UPDATES:

- **Escanaba Market Place Project** – DDA Administration met with Greg West & Julie Gardner of the MEDC on March 18<sup>th</sup> to discuss open issues with the project and questions regarding process. The meetings were helpful and have identified some gaps in our timeline. A revised timeline was created and reviewed. DDA Administration is working with Barry Polzin to break out pieces of the project so we can do a phase I and then subsequent phase to complete our vision. We expect a letter from Greg West stating the project can start incurring costs for construction A&E work by March 21.
- **Façade Projects** – March 17<sup>th</sup> the City Council gave their support to go ahead and submit the final part of the grant application to the MEDC. There was also a public hearing prior to their vote. No public comment on the issue. Once we get the final response from the MEDC, which should be in the next two weeks, we can submit the projects for bids. The bid drawings on three of the projects that were first in line are at 75% complete. Lisa Wrate will be ready to release the bids, when we get approval from the MEDC.
- **Redevelopment Ready Communities Activities** – The City Council approved a new Public Participation Plan on March 3<sup>rd</sup>. City Administration sent the plan to the MEDC for their review. We will be working on some of the final requirements over the next few months and should be on our way to the RRC certification. The Land Development tab on the website is being revised. A Marketing Plan is also being drafted.
- **Redevelopment Projects (House of Ludington)** – The House of Ludington Project didn't get funded by the State based on the January Submission. They will be re-applying with the State on April 1, 2016. They will have a better point total this time around based on a couple of different categories.
- **Blighted Building Purchase Program** – The DDA Administration has put this initiative on hold for the 2016-2017 budget year based on budget constraints from major projects. The DDA Administration will act on buildings that remain in poor shape through complaints forwarded to the City.
- **Business Session for the Downtown Business Owners** – I still need to do additional canvassing with businesses that didn't attend to get additional feedback. I have been tied up trying to finalize the Façade Application & the Market Place Application. I will summarize the feedback and add to the April meeting agenda for discussion.

## VARIOUS OTHER ISSUES:

**GENERAL PUBLIC COMMENT:**

**BOARD/STAFF COMMENTS:** - Ribfest June 4, 2016. New meeting time will be reviewed in six months.

**ANNOUNCEMENTS:**

**ADJOURNMENT:**

The Escanaba Downtown Development Authority will provide all necessary, reasonable aids and services, such as signers for the hearing impaired and audiotapes of printed materials being considered at the meeting to individuals with disabilities at the meeting/hearing upon five days notice to the Downtown Development Authority. Individuals with disabilities requiring auxiliary aids or services should contact the Downtown Development Authority by writing or calling (906) 789-8696 or [escanabadda@att.net](mailto:escanabadda@att.net).

Respectfully Submitted,

Sue Parker, Chairperson

James V. O'Toole  
City Manager



410 Ludington Street  
Escanaba, Michigan 49829  
Phone (906)786-0240

MEMORANDUM

November 10, 2016

TO: Escanaba City Council Members

CC: Robert Richards, Clerk  
Kevin Dubord, Assistant Assessor  
*K. Dubord*

From: James V. O'Toole, City Manager

*P.H. #2*  
*cc 11/17/16*

SUBJECT: Council Agenda Item Request

**Agenda Item Request – PUBLIC HEARING – Engineered Machine Products – PA 198 Request**

*Public Hearing and Approval – Industrial Facilities Exemption Certificate - Engineered Machined Products, Inc., 2701 North 30th Street. Explanation: Administration is requesting the City Council conduct a public hearing on a request from Engineered Machined Products, Inc. for a 12 year P.A. 198 Industrial Facilities Tax exemption for real property located at 2701 North 30th Street. The total estimated construction amount of this project is \$1,717,200 over a twelve (12) year period and once completed will result in the addition of approximately 25 new jobs.*

Public Hearing to consider Industrial Facility Tax Exemption – Engineering Machine Products, Inc. an eligible business, is requesting a IFT exemption for new construction pursuant to PA 198 of 1974 for their property located at 2701 North 30<sup>th</sup> Street, Escanaba, MI, parcel number 051-420-2813-100-006

This property is located in an Industrial Development District created by City Council on July 16, 1998. The exemption request is for twelve (12) years which is the maximum years allowed. This would give them 50% reduction of taxes on only the new construction added to their property added to their business.

This abatement is for \$1,717,200 in Real Property (building) costs. This property is currently located in the Red Pines Industrial Park

Mission Statement:

Enhancing the enjoyment and livability of our community by providing quality municipal services to our citizens.

Engineered Machine Products  
Forecasted Real Property IFT Exemption Calculations

prepared by: KEVIN DUBORD-ASSISTANT ASSESSOR

11/10/2016

Property No: 051-420-2813-100-006

Site Address: 2701 North 30th Street

\*\*The SET millage could be waived during the IFT process by the State of Michigan. There is a possibility that tax would either be reduced or exempt.

These valuations are estimates based on known information.

The millages used are based on 2016 millage rates and could fluxuate each year.

		2% Increase	TRUE CASH	TAXABLE	Summer & Winter Combined Rates ESTIMATED ANNUAL TAX													TOTAL	
		Schedule	VALUE	VALUE	CITY	Collg Debt	Collg	County	ISD	911	Sheriff	Comm Act	DATA	SCH Debt	SCH Oper	Jail Debt	**SET	TOTAL	
		100.00%	1,700,000		8.5000	0.5000	1.1538	2.5158	1.1925	0.2000	0.9000	0.3000	0.3000	2.3750	9.0000	0.4250	3.0000	30.3621	
Year 1	2017	100.00%	1,700,000	850,000	\$7,225	\$425	\$981	\$2,138	\$1,014	\$170	\$765	\$255	\$255	\$2,019	\$15,300	\$361	\$2,550	\$33,458	
Year 2	2018	102.00%	1,734,000	867,000	\$7,370	\$434	\$1,000	\$2,181	\$1,034	\$173	\$780	\$260	\$260	\$2,059	\$15,606	\$368	\$2,601	\$34,127	
Year 3	2019	104.00%	1,768,000	884,000	\$7,514	\$442	\$1,020	\$2,224	\$1,054	\$177	\$796	\$265	\$265	\$2,100	\$15,912	\$376	\$2,652	\$34,796	
Year 4	2020	106.00%	1,802,000	901,000	\$7,659	\$451	\$1,040	\$2,267	\$1,074	\$180	\$811	\$270	\$270	\$2,140	\$16,218	\$383	\$2,703	\$35,465	
Year 5	2021	108.00%	1,836,000	918,000	\$7,803	\$459	\$1,059	\$2,310	\$1,095	\$184	\$826	\$275	\$275	\$2,180	\$16,524	\$390	\$2,754	\$36,134	
Year 6	2022	110.00%	1,870,000	935,000	\$7,948	\$468	\$1,079	\$2,352	\$1,115	\$187	\$842	\$281	\$281	\$2,221	\$16,830	\$397	\$2,805	\$36,804	
Year 7	2023	112.00%	1,904,000	952,000	\$8,092	\$476	\$1,098	\$2,395	\$1,135	\$190	\$857	\$286	\$286	\$2,261	\$17,136	\$405	\$2,856	\$37,473	
Year 8	2024	114.00%	1,938,000	969,000	\$8,237	\$485	\$1,118	\$2,438	\$1,156	\$194	\$872	\$291	\$291	\$2,301	\$17,442	\$412	\$2,907	\$38,142	
Year 9	2025	116.00%	1,972,000	986,000	\$8,381	\$493	\$1,138	\$2,481	\$1,176	\$197	\$887	\$296	\$296	\$2,342	\$17,748	\$419	\$2,958	\$38,811	
Year 10	2026	118.00%	2,006,000	1,003,000	\$8,526	\$502	\$1,157	\$2,523	\$1,196	\$201	\$903	\$301	\$301	\$2,382	\$18,054	\$426	\$3,009	\$39,480	
Year 11	2027	120.00%	2,040,000	1,020,000	\$8,670	\$510	\$1,177	\$2,566	\$1,216	\$204	\$918	\$306	\$306	\$2,423	\$18,360	\$434	\$3,060	\$40,149	
Year 12	2028	122.00%	2,074,000	1,037,000	\$8,815	\$519	\$1,196	\$2,609	\$1,237	\$207	\$933	\$311	\$311	\$2,463	\$18,666	\$441	\$3,111	\$40,818	
				11,322,000															
Total				\$96,237	\$5,661	\$13,063	\$28,484	\$13,501	\$2,264	\$10,190	\$3,397	\$3,397	\$26,890	\$203,796	\$4,812	\$33,966	\$445,658		

CITY TAXES FORWENT  
IF GRANTED 12-YR ABATEMENT

**\$96,237**

TOTAL ESTIMATED TAX SAVINGS  
OVER 12-YEAR PERIOD

**\$445,658**

(DRAFT)

Excerpt of the minutes of a regular meeting of the Escanaba City Council held on November 17, 2016, at the City Hall, 410 Ludington Street, Escanaba, Michigan, at 7:00 p.m.

- Present: Mayor Marc D. Tall, Council Members, Patricia A. Baribeau, Ronald J. Beauchamp, Ralph B. Blasier, and Michael R. Sattem
- Absent: None

The following preamble and resolution was offered by Council Member and supported by Council Member :

**CITY OF ESCANABA RESOLUTION  
APPROVING  
THE APPLICATION  
OF ENGINEERED MACHINED PRODUCTS MICHIGAN 49829.  
FOR A NEW FACILITY EXEMPTION**

WHEREAS, Pursuant to Public Act No. 198 of 1974, MCL 207.551 et seq., after a duly noticed public hearing held on July 16, 1998, this City Council, by resolution, established Engineered Machined Products Industrial Development District; and

WHEREAS, Engineered Machined Products, has filed an application for an Industrial Facilities Tax Exemption Certificate with respect to a new facility to be acquired and installed within the Engineered Machined Products Industrial Development District; and

WHEREAS, Before acting on said application, the City of Escanaba held a hearing on November 17, 2016, at the City Hall, 410 Ludington Street, in Escanaba at 7:00 p.m., at which hearing the applicant, assessor, and a representative of the affected taxing units were given written notice and were afforded an opportunity to be heard on said application; and

WHEREAS, Construction of the facility and/or installation of new machinery and equipment had not begun earlier than six (6) months before October ##, 2016, the date of the acceptance of the application for the Industrial Facilities Exemption Certificate; and

WHEREAS, Completion of the facility is calculated to and will at the time of issuance of the certificate have the reasonable likelihood to retain, create, or prevent the loss of employment in the City of Escanaba; and

WHEREAS, The aggregate State Equalized Valuation (SEV) of real and personal property exempt from ad valorem taxes within the City of Escanaba, after granting this certificate, will not exceed five percent (5%) of an amount equal to the sum of the SEV of the unit, plus the SEV of personal and real property exempted.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Escanaba that:

1. The City Council finds and determines that the granting of the Industrial Facilities Exemption Certificate considered, together with the aggregate amount of certificates previously granted and currently in force under Act No. 198 of the Public Acts of 1974 shall not have the effect of substantially impeding the operation of the City of Escanaba or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in the City of Escanaba.
2. The application of Engineered Machined Products, for an Industrial Facilities Exemption Certificate with respect to a new facility to be acquired and installed on the following described parcel of real property situated within the Bell's Industrial Development District to wit:

Parcel Number: 21-051-420-2813-100-006 - Comm @ N ¼ Cor Sec 13 T39n R23W th N 89D 42M W alg N In sd sec 80 ft th S 0D 04M 45S W 80 ft to POB th S 0D 04M 45S W alg W ROW N 30th St 963.65 ft to pt 280 ft N of S In sd NE ¼ NW ¼ th S 89D 27M 04 S W 640 ft th N 0D 04M 45S E 973.13 ft to pt 80 ft S of N In sd sec the S 89D 42m E 640 ft to POB 14.22 ac M/L Ac #78-16

Be and the same is hereby approved.



NB#4  
CC 11/3/16

# Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

**INSTRUCTIONS:** File the original and two copies of this form and the required attachments (three complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires two complete sets (one original and one copy). One copy is retained by the clerk. If you have any questions regarding the completion of this form, call (517) 373-3302.

To be completed by Clerk of Local Government Unit	
Signature of Clerk	Date Received by Local Unit
STC Use Only	
Application Number	Date Received by STC

## APPLICANT INFORMATION

All boxes must be completed.

1a. Company Name (Applicant must be the occupant/operator of the facility) <b>Engineered Machined Products, Inc.</b>		1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) <b>3599</b>	
1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) <b>2701 North 30th Street Escanaba, MI 49829</b>		1d. City/Township/Village (indicate which) <b>Escanaba</b>	1e. County <b>Delta</b>
2. Type of Approval Requested <input checked="" type="checkbox"/> New (Sec. 2(5)) <input type="checkbox"/> Transfer <input type="checkbox"/> Speculative Building (Sec. 3(8)) <input type="checkbox"/> Rehabilitation (Sec. 3(6)) <input type="checkbox"/> Research and Development (Sec. 2(10)) <input type="checkbox"/> Increase/Amendment		3a. School District where facility is located <b>Escanaba</b>	3b. School Code <b>21010</b>
		4. Amount of years requested for exemption (1-12 Years) <b>12 years</b>	

5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed.

41,200 s/ft. addition to current R&D Center. Additional space for manufacturing, final assembly & shipping. Existing manufacturing lines will be moved in place from our Plants I & II locations in Escanaba and Greenfield Indiana Plant.

6a. Cost of land and building improvements (excluding cost of land) ..... * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.	▶ <u>1,717,200</u> Real Property Costs
6b. Cost of machinery, equipment, furniture and fixtures ..... * Attach itemized listing with month, day and year of beginning of installation, plus total	▶ <u>N/A</u> Personal Property Costs
6c. Total Project Costs ..... * Round Costs to Nearest Dollar	▶ <u>1,717,200</u> Total of Real & Personal Costs

7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.

	Begin Date (M/D/Y)	End Date (M/D/Y)	
Real Property Improvements	▶ <u>9/1/2016</u>	<u>4/01/2017</u>	▶ <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased
Personal Property Improvements	▶ <u>12/1/2016</u>	<u>6/01/2017</u>	▶ <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased

8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption.     Yes     No

9. No. of existing jobs at this facility that will be retained as a result of this project. <b>115</b>	10. No. of new jobs at this facility expected to create within 2 years of completion. <b>25</b>
---	--

11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.

a. TV of Real Property (excluding land) .....	_____
b. TV of Personal Property (excluding inventory) .....	_____
c. Total TV .....	_____

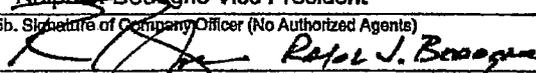
12a. Check the type of District the facility is located in:  
 Industrial Development District       Plant Rehabilitation District

12b. Date district was established by local government unit (contact local unit)	12c. Is this application for a speculative building (Sec. 3(8))? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
--	---

**APPLICANT CERTIFICATION - complete all boxes.**

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name <b>Ralph J. Bedogne</b>	13b. Telephone Number <b>906-789-7497</b>	13c. Fax Number <b>906-789-7825</b>	13d. E-mail Address <b>ralph.bedogne@emp-corp</b>
14a. Name of Contact Person <b>Ralph J. bedogne</b>	14b. Telephone Number <b>906-789-7497</b>	14c. Fax Number <b>906-789-7825</b>	14d. E-mail Address <b>ralph.bedogne@emp-corp</b>
▶ 15a. Name of Company Officer (No Authorized Agents) <b>Ralph J. Bedogne Vice President</b>			
15b. Signature of Company Officer (No Authorized Agents) 		15c. Fax Number <b>906-789-7825</b>	15d. Date
▶ 15a. Mailing Address (Street, City, State, ZIP Code) <b>2701 North 30th Street Escanaba, MI 49829</b>		15f. Telephone Number <b>906-789-7497</b>	15g. E-mail Address <b>ralph.bedogne@emp-corp</b>

**LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.**

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

▶ 16. Action taken by local government unit <input type="checkbox"/> Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12) After Completion <input type="checkbox"/> Yes <input type="checkbox"/> No  <input type="checkbox"/> Denied (Include Resolution Denying)	16b. The State Tax Commission Requires the following documents be filed for an administratively complete application: <b>Check or Indicate N/A if Not Applicable</b> <input type="checkbox"/> 1. Original Application plus attachments, and one complete copy <input type="checkbox"/> 2. Resolution establishing district <input type="checkbox"/> 3. Resolution approving/denying application. <input type="checkbox"/> 4. Letter of Agreement (Signed by local unit and applicant) <input type="checkbox"/> 5. Affidavit of Fees (Signed by local unit and applicant) <input type="checkbox"/> 6. Building Permit for real improvements if project has already begun <input type="checkbox"/> 7. Equipment List with dates of beginning of installation <input type="checkbox"/> 8. Form 3222 (if applicable) <input type="checkbox"/> 9. Speculative building resolution and affidavits (if applicable)
16a. Documents Required to be on file with the Local Unit <b>Check or Indicate N/A if Not Applicable</b> <input type="checkbox"/> 1. Notice to the public prior to hearing establishing a district. <input type="checkbox"/> 2. Notice to taxing authorities of opportunity for a hearing. <input type="checkbox"/> 3. List of taxing authorities notified for district and application action. <input type="checkbox"/> 4. Lease Agreement showing applicants tax liability.	
16c. LUCI Code	16d. School Code
17. Name of Local Government Body	▶ 18. Date of Resolution Approving/Denying this Application

Attached hereto is an original application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time, and that any leases show sufficient tax liability.

19a. Signature of Clerk	19b. Name of Clerk	19c. E-mail Address
19d. Clerk's Mailing Address (Street, City, State, ZIP Code)		
19e. Telephone Number	19f. Fax Number	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

Local Unit: Mail one original and one copy of the completed application and all required attachments to:

**Michigan Department of Treasury  
State Tax Commission  
PO Box 30471  
Lansing, MI 48909**

(For guaranteed receipt by the STC, it is recommended that applications are sent by certified mail.)

STC USE ONLY				
▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal

Excerpt of the minutes of a regular meeting of the Escanaba City Council held on July 16, 1998, at the Council Chambers of City Hall, 410 Ludington Street, Escanaba, Michigan, at 7:00 p.m.

PRESENT: Mayor Craig S. Gierke, Mayor Pro Tem Gerald D. Shapy, Council Members Leo J. Evans, Jeanne M. Rose, and Marc D. Tall

ABSENT: None

PH-2 "By Council Member Tall, seconded by Council Member Shapy;

**RESOLUTION ESTABLISHING AN INDUSTRIAL DEVELOPMENT DISTRICT FOR THE CITY OF ESCANABA**

**Whereas,** Pursuant to Act No. 198 of the Public Acts of 1974 as amended, this City Council has the authority to establish an Industrial Development District within the City of Escanaba; and

**Whereas,** The City of Escanaba desires to create an Industrial Development District for property which it owns in the City of Escanaba; and

**Whereas,** Construction, acquisitions, alterations, or installation of a proposed facility has not commenced at the time of filing the request to establish this district; and

**Whereas,** Written notice has been given by mail to all owners of real property located within the district and to the public by newspaper advertisement in the Daily Press and/or public posting of the hearing on the establishment of the proposed district; and

**Whereas,** On July 16, 1998, a public hearing was held at which all of the owners of real property within the proposed Industrial Development District and all residents and taxpayers of the City of Escanaba were afforded an opportunity to be heard thereon; and

**Whereas,** The Escanaba City Council deems it to be in the public interest of the City of Escanaba to establish an Industrial Development District as proposed.

**Now, Therefore, Be It Resolved** by the City Council of the City of Escanaba the following described parcel of land situated in the City of Escanaba, Delta County, and State of Michigan to wit;

That part of the Northeast quarter of the Northwest quarter (NE 1/4 of NW 1/4) of Section Thirteen (13) Township Thirty-Nine (39) North, Range Twenty Three (23) West in the City of Escanaba, Delta County, Michigan, described as follows:

The West 720.00 ft of the East 800.00 ft of said NE 1/4 of NW 1/4 of section 13 excepting the South 280.00 ft and reserving therefrom the North 80.00 feet for roadway and public utility easement purposes. Said parcel contains 16.02 acres.

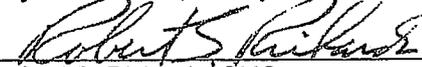
Be and here is established as an Industrial Development District pursuant to the provision of Act No. 189 of Public Acts of 1974."

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

Ayes: Tall, Shapy, Evans, Rose, Gierke  
Nays: None

**RESOLUTION DECLARED ADOPTED.**

I, being the duly qualified City Clerk for the City of Escanaba, hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Escanaba City Council of the City of Escanaba, County of Delta, Michigan, at a regular City Council Meeting held on July 16, 1998.

  
Robert S. Richards, CMC  
City Clerk

**Mission Statement:**

Enhancing the enjoyment and livability of our community by providing quality municipal services to our citizens.



Excerpt of the minutes of a regular meeting of the Escanaba City Council held on October 21, 2004, at the Council Chambers of City Hall, 410 Ludington Street, Escanaba, Michigan, at 7:00 p.m.

PRESENT: Mayor Judith Schwalbach, James Berthiaume, Wayne Heikkila, and Leo Evans  
ABSENT: David Moyle

**Public hearing to consider approval of an Industrial Facilities Exemption Certificate for Engineered Machined Products, Inc. (EMP).**

Engineered Machined Products has requested a tax abatement for real and/or personal property. The total estimated project amount was \$1,000,000. \$750,000 to be constructed for real property, and \$250,000 for personal property over a two year period.

This being a public hearing, Mayor Schwalbach asked for any comments from the audience.

Clerk Richards read a letter from Bay de Noc Community College, which was in support of the tax abatement.

**PH-2** The following preamble and resolution was offered by Council Member Evans and supported by Council Member Heikkila:

**WHEREAS,** Pursuant to Public Act No. 198 of 1974, MCL 207.551 et seq., after a duly noticed public hearing held on July 16, 1998, this City Council, by resolution, established an Industrial Development District as requested by the City of Escanaba; and

**WHEREAS,** Engineered Machined Products, Inc., has filed an application for an Industrial Facilities Exemption Certificate with respect to a new facility to be acquired and installed within the Industrial Development District; and

**WHEREAS,** Before acting on said application, the City of Escanaba held a hearing on October 21, 2004, at the City Hall, 410 Ludington Street, in Escanaba at 7:00 p.m., at which hearing the applicant, assessor, and a representative of the affected taxing units were given written notice and were afforded an opportunity to be heard on said application; and

**WHEREAS,** Construction of the facility and/or installation of new machinery and equipment had not begun earlier than six (6) months before September 29, 2004, the date of the acceptance of the application for the Industrial Facilities Exemption Certificate; and

**WHEREAS,** Completion of the facility is calculated to and will at the time of issuance of the certificate have the reasonable likelihood to retain, create, or prevent the loss of employment in the City of Escanaba; and

**WHEREAS,** The aggregate State Equalized Valuation (SEV) of real and personal property exempt from ad valorem taxes within the City of Escanaba, after granting this certificate, will not exceed five percent (5%) of an amount equal to the sum of the SEV of the unit, plus the SEV of personal and real property thus exempted,

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Escanaba that:

1. The City Council finds and determines that the granting of the Industrial Facilities Exemption Certificate considered, together with the aggregate amount of certificates previously granted and currently in force under Act No. 198 of the Public Acts of 1974 and Act No. 255 of the Public Acts of 1978, shall not have the effect of substantially impeding the operation of the City of Escanaba or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in the City of Escanaba.
2. The application of Engineered Machined Products, Inc., for an Industrial Facilities Exemption Certificate with respect to a new facility to be acquired and installed on the following described parcel of real property situated within the Industrial Development District:

**Mission Statement:**

Enhancing the enjoyment and livability of our community by providing quality municipal services to our citizens.



MOTION CARRIED.

**Public hearing to consider adoption of a resolution establishing a certain parcel as an Industrial Development District for the City of Escanaba.**

The City of Escanaba is creating an Industrial Development District for a parcel of City property that is just west of the Red Pines Industrial Park. This parcel is approximately 16.02 acres in size. Adoption of this resolution was recommended.

This being a public hearing, Mayor Gierke asked for any public comment from Council or the audience.

None were heard.

PH-2 "By Council Member Tall, seconded by Council Member Shapy;

**RESOLUTION ESTABLISHING AN INDUSTRIAL DEVELOPMENT  
DISTRICT FOR THE CITY OF ESCANABA**

Whereas, Pursuant to Act No. 198 of the Public Acts of 1974 as amended, this City Council has the authority to establish an Industrial Development District within the City of Escanaba; and

Whereas, The City of Escanaba desires to create an Industrial Development District for property which it owns in the City of Escanaba; and

Whereas, Construction, acquisitions, alterations, or installation of a proposed facility has not commenced at the time of filing the request to establish this district; and

Whereas, Written notice has been given by mail to all owners of real property located within the district and to the public by newspaper advertisement in the Daily Press and/or public posting of the hearing on the establishment of the proposed district; and

Whereas, On July 16, 1998, a public hearing was held at which all of the owners of real property within the proposed Industrial Development District and all residents and taxpayers of the City of Escanaba were afforded an opportunity to be heard thereon; and

Whereas, The Escanaba City Council deems it to be in the public interest of the City of Escanaba to establish an Industrial Development District as proposed.

Now, Therefore, Be It Resolved by the City Council of the City of Escanaba the following described parcel of land situated in the City of Escanaba, Delta County, and State of

City Council Minutes - continued  
July 16, 1998

Michigan to wit;

That part of the Northeast quarter of the Northwest quarter (NE 1/4 of NW 1/4) of Section Thirteen (13) Township Thirty-Nine (39) North, Range Twenty Three (23) West in the City of Escanaba, Delta County, Michigan, described as follows:

The West 720.00 ft of the East 800.00 ft of said NE 1/4 of NW 1/4 of section 13 excepting the South 280.00 ft and reserving therefrom the North 80.00 feet for roadway and public utility easement purposes. Said parcel contains 16.02 acres.

Be and here is established as an Industrial Development District pursuant to the provision of Act No. 189 of Public Acts of 1974."

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

Ayes: Tall, Shapy, Evans, Rose, Gierke

Nays: None

RESOLUTION DECLARED ADOPTED.

#### NEW BUSINESS

##### Selection of the Official Representative and Alternate for the Michigan Municipal League (MML) 1998 Annual Business Meeting in Traverse City, Michigan.

The Annual Meeting of members of the Michigan Municipal League (MML) will be held in Traverse City, on September 9 - 11, 1998. The Council was requested to select a member and alternate member who will be in attendance at the convention as the Official Representative to cast the vote of the municipality at the Annual Meeting.

NB-1 Rose moved, Tall seconded, CARRIED UNANIMOUSLY to select Mayor Gierke as delegate, and Mayor Pro-Tem Shapy as alternate to serve as the Official Representative to cast the vote for the City of Escanaba at the Annual MML Meeting.

##### Discussion of the Ludington Park Fountain.

Manager Uskiewicz stated the Council wished further public input on the repair of the Ludington Park fountain. He passed out a list of comments the Manager's Office received after an article was published in the Daily Press.

Public Works Superintendent James Larsen provided the following report on the Ludington Park fountain:



**DELTA COUNTY ZONING & BUILDING DEPT.**  
**310 LUDINGTON STREET, ESCANABA, MICHIGAN 49829**  
**PHONE (906) 789-5189 FAX (906) 789-5188**

Issued: 08/05/2016



00015714

Occupancy Group F2

Edition of Code MRC 2015

<b>Site Information</b> <b>2701 NORTH 30TH STREET</b> <b>ESCANABA MI 49829</b>	<b>Permit Type: Building</b> <b>Permit Number PBL-2016-163</b> <b>Parcel: 051-420-2813-100-006</b>
--	--

APPLICANT	OWNER	CONTRACTOR
ROY NESS CONTRACTING 1801 NORTH LINCOLN RD ESCANABA MI 49829 Phone:	EMP ADVANCED DEVELOPMENT L PO BOX 1246 ESCANABA MI 49829-6246 Phone:	ROY NESS CONTRACTING 1801 NORTH LINCOLN RD ESCANABA MI 49829 Phone:

**Work Description: 41,200 SQ FT ADDITION TO EXISTING BUILDING**  
**Stipulations:**

**Zoning Front Setback 0.00 Rear Setback 0.00 Right Setback 0.00 Left Setback 0.00**

Permit Item	Work Type	Fee Basis	
Application Fee	Building	1.00	100.00
Group H,F,M,R,B,A,I,E first 10,000 sq ft	Building	10,000.00	2,000.00
additional sq ft (all groups)	Building	31,200.00	1,560.00
Additional/ Re- inspection	Building	0.00	1,374.00

Fee Total: \$5,034.00  
 Amount Paid: \$5,034.00  
 Balance Due: \$0.00

**This building permit or a copy shall be kept on the site of the work until the completion of the project.**

**Applicant Responsible for meeting setback requirements**

**ALL WORK MUST BE INSPECTED PRIOR TO BEING CONCEALED**

**SEPARATE PERMITS REQUIRED FOR WORK NOT DESCRIBED**

**THIS PERMIT EXPIRES 180 AFTER LAST ACTIVITY**

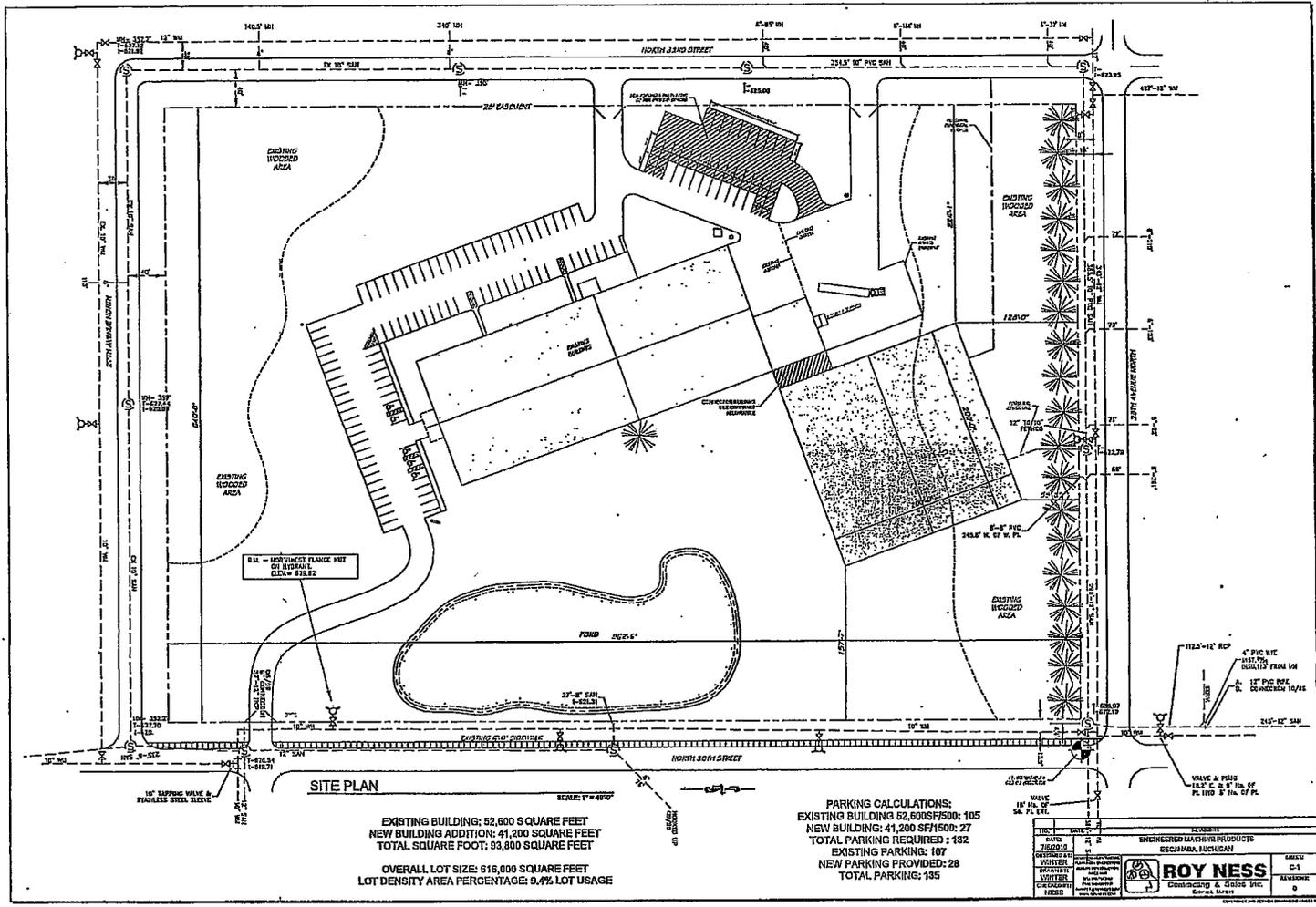
9/8/16

Act ID	Description	Orig Dur	Rem Dur	Early Start	Early Finish	2016																	
						AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL						
1000	Layout & excavation	5d	5d	15AUG16	19AUG16																		
1010	Foundations and Grade Beam	25d	25d	22AUG16	23SEP16																		
1020	Floor slab	16d	16d	28SEP16	19OCT16																		
1030	Erect Structural Steel	25d	25d	14SEP16	18OCT16																		
1040	Wall sheeting	8d	8d	19OCT16	28OCT16																		
1050	Roof sheeting	25d	25d	31OCT16	02DEC16																		
1060	decorative masonry kicker	5d	5d	12OCT16	18OCT16																		
1070	masonry office walls	14d	14d	19OCT16	07NOV16																		
1080	metal studs	5d	5d	08NOV16	14NOV16																		
1090	office deck	6d	6d	15NOV16	22NOV16																		
1100	drywall	5d	5d	23NOV16	29NOV16																		
1110	Paint block & drywall	8d	8d	24NOV16	05DEC16																		
1120	ceilings	4d	4d	05DEC16	08DEC16																		
1130	VCT flooring & base	4d	4d	09DEC16	14DEC16																		
1140	Electrical rough-in	20d	20d	31OCT16	25NOV16																		
1150	shop lights	15d	15d	28NOV16	16DEC16																		
1160	Plumbing rough-in	5d	5d	28SEP16	04OCT16																		
1170	gas piping, mech rough-in	16d	16d	24OCT16	11NOV16																		
1180	Shop heat equipment	15d	15d	14NOV16	02DEC16																		

Start date	15AUG16
Finish date	16DEC16
Data date	15AUG16
Run date	08SEP16
Page number	1A
© Primavera Systems, Inc.	

Roy Ness Contracting & Sales Inc.  
EMP addition

	Early bar
	Progress bar
	Critical bar
	Summary bar
	Start milestone point
	Finish milestone point



**SITE PLAN**

EXISTING BUILDING: 52,600 SQUARE FEET  
 NEW BUILDING ADDITION: 41,200 SQUARE FEET  
 TOTAL SQUARE FOOT: 93,800 SQUARE FEET

OVERALL LOT SIZE: 616,000 SQUARE FEET  
 LOT DENSITY AREA PERCENTAGE: 9.4% LOT USAGE

**PARKING CALCULATIONS:**  
 EXISTING BUILDING 52,600SF/500: 105  
 NEW BUILDING: 41,200 SF/1500: 27  
 TOTAL PARKING REQUIRED: 132  
 EXISTING PARKING: 107  
 NEW PARKING PROVIDED: 28  
 TOTAL PARKING: 135

DATE	11/2	REVISION	1
DESIGNED BY		ENGINEERED BY	ENGINEER PRODUCTS
CHECKED BY		SECURITY	SECURITY
APPROVED BY		DATE	11/2
SCALE	1" = 40'	PROJECT NO.	
		<b>ROY NESS</b> ENGINEERING & ARCHITECTURE 1000 KALANIANA'OLE BLVD., SUITE 100 HONOLULU, HAWAII 96813 PH: 808-531-1111 FAX: 808-531-1112	
		SCALE	C-1
		REVISION	0



## INDUSTRIAL PROPERTY TAX ABATEMENT (PA 198 of 1974, as amended)

Industrial property tax abatements provide incentives for eligible businesses to make new investments in Michigan. These abatements encourage Michigan manufacturers to build new plants, expand existing plants, renovate aging plants, or add new machinery and equipment. High technology operations are also eligible for the abatement.

High-technology activity is defined in the Michigan Economic Growth Authority (MEGA) Act as: advanced computing, advanced materials, biotechnology, electronic device technology, engineering or laboratory testing related to product research and development and advanced vehicles technology or technology that assists in the assessment or prevention of threats or damage to human health or the environment. Abatements under PA 198 can significantly reduce property taxes on new investment for eligible firms.

### ESTABLISHING THE DISTRICT

Tax benefits are granted by the legislative body of the city, township or village in which the investment will be located. A public hearing is held and a resolution is adopted to approve the establishment of an Industrial Development District (for a new project) or a Plant Rehabilitation District (for a rehabilitation project). A written request to establish the district must be filed with the clerk of the local unit of government prior to commencement of construction, alteration or installation of equipment.

Once the district is established, the company may apply for an abatement on real and personal property taxes for up to 12 years.

### APPLICATION PROCESS

Industrial property tax abatements must be approved at both the local and state levels. The eligible business files an application (Michigan Department of Treasury Form 1012) with the local clerk after the district has been established and no later than six months after commencement of the project. The local unit adopts a

resolution approving the application and determines the length of years for the abatement. After a local public hearing, the application is filed and reviewed by the State Tax Commission (STC) and the Michigan Economic Development Corporation<sup>SM</sup> (MEDC). The STC then grants final approval applications with required attachments must be received by the STC no later than October 31, in order to receive consideration and action by December 31.

Applications to the STC must include an agreement signed by the local unit and the operator of the facility outlining the conditions of the abatement. This shall include an affidavit that no payment of any kind in excess of the fee allowed under the act has been made or promised in exchange for favorable consideration of exemption application.

Once approved, the firm pays an Industrial Facilities Tax (IFT), instead of property tax, which reflects the abatement savings.

### ELIGIBLE FACILITIES

Industrial plants eligible for tax abatement are those that primarily manufacture or process goods or materials by physical or chemical change. Related facilities of Michigan manufacturers such as offices, engineering, research and development, warehousing or parts distribution are also eligible for exemption.

Research and development laboratories, high-tech facilities and large communication centers can qualify throughout Michigan.

Facilities used for warehousing, distribution or logistics purposes can be eligible if they locate in specific border counties. At least 90 percent of the property, excluding the surrounding green space, must be used for a warehouse, distribution, logistics or communication center and occupy a building or structure that is more than 100,000 square feet. Eligible border counties include

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# MICHIGAN ECONOMIC DEVELOPMENT CORPORATION

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Berrien, Branch, Cass, Chippewa, Dickinson, Gogebic, Hillsdale, Iron, Lenawee, Menominee, Monroe, St. Clair, St. Joseph, and Wayne.

The exemption applies to buildings, building improvements, machinery, equipment, furniture and fixtures. Real and personal property are eligible whether owned or leased (provided the lessee is liable for payment of taxes on the property).

The exemption covers only the specific project that is the subject of the application. Any buildings and equipment that existed prior to construction of a new facility are not exempt. If the project is rehabilitation, the value of any pre-existing obsolete property is exempt from ad valorem property taxes, but will be used as the base for IFT. Similarly, any structures or equipment added after completion of the project are fully taxable.

## TAX IMPACT

### Real and Non-industrial

#### Personal Property IFT Treatment

The IFT on a new plant and non-industrial personal property, such as some high-tech personal property, is computed at half the local property tax mileage rate. This amounts to a reduction in property taxes of approximately 50 percent. In addition, the 6-mill SET may be abated 100 percent, 50 percent or not at all. Any SET abatement must be negotiated with the MEDC.

### Rehabilitation of Real or

#### Personal Property IFT Treatment

For an obsolete plant or machinery that is being replaced or restored, the IFT is frozen at the assessed value of the plant prior to improvement. This results in a 100 percent exemption from property tax on the value of the improvements.

### Speculative Building IFT Treatment

In order for a speculative building to qualify for abatement, the local unit must approve a resolution declaring it is a speculative building prior to identifying occupants. Initial construction and finishing costs would be eligible for a reduction in property taxes of approximately 50 percent.

### Commercial Personal Property Tax Relief

Commercial personal property will receive an automatic reduction of 12 mills for local school on their property tax bill.

### Extension Under Personal Property Tax Reform

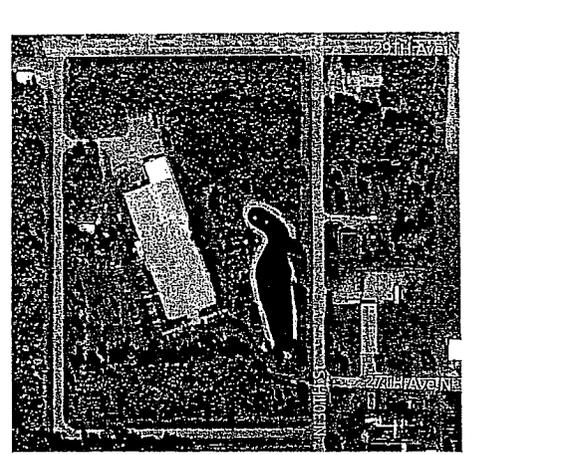
Personal property abated under PA 198 and eligible in the future for the Personal Property Tax (PPT) exemption will automatically continue to be abated under PA 198 until that property may be claimed as exempt from the PPT in the current tax year. Businesses with IFT until the property becomes eligible for the PPT exemption.

For more information, contact the MEDC customer contact center at 517.373.9808 or visit our website at [www.michiganbusiness.org](http://www.michiganbusiness.org).

Grantor	Grantee	Sale Price	Sale Date	Inst. Type	Terms of Sale	Liber & Page	Verified By	Prcnt. Trans.
ENGINEERED MACHINED PRODU	EMP ADVANCED DEVELOPMENT	142,314	03/31/2005	WD	AFFILIATED GROUPS	800/703		0.0
CITY OF ESCANABA	ENGINEERED MACHINED PRODU	1	03/04/1999	WD	ARMS-LENGTH	532/226		0.0

Property Address	Class: Industrial, 301	Zoning:	Building Permit(s)	Date	Number	Status
2701 NORTH 30TH STREET	School: Escanaba Schools 21010		COMMERCIAL	12/01/2010	2010-100314	COMPLETE
Owner's Name/Address	P.R.E. 0%		COMMERCIAL	06/09/1999	1999-007221	NOT INSPEC
EMP ADVANCED DEVELOPMENT LLC P O BOX 1246 ESCANABA MI 49829	Map #: 78-16					
	2014 Est TCV 1,285,745 TCV/TFA: 37.49					

Tax Description	X Improved		Vacant	Land Value Estimates for Land Table 101. INDUSTRIAL								
	Public Improvements			* Factors * 968.32 X 640								
COMM @ N1/4 COR SEC 13 T39N R23W TH N89°42'W 80 FT TH S0°04'45"W 80 FT TO POB TH S0°04'45"W ALG W ROW N 30TH ST 963.65 FT TO PT 280 FT N OF S LN SD NE1/4 OF NW1/4 TH S89°27'04"W 640 FT TH N0°04'45"E 973.13 FT TO PT 80 FT S OF N LN SD SEC TH S89°42'E 640 FT TO POB 14.22 AC M/L 051-420-2813-100-006 AC #78-16	X	Dirt Road		Description	Frontage	Depth	Front	Depth	Rate	%Adj.	Reason	Value
	X	Gravel Road		RED PINES AREA	968.32	640.00	1.0000	1.0000	180	100		174,298
	X	Paved Road		968 Actual Front Feet, 14.23 Total Acres Total Est. Land Value = 174,298								
	X	Storm Sewer		Land Improvement Cost Estimates								
	X	Sidewalk		Description	Rate	CountyMult.	Size	%Good	Cash Value			
	X	Water		Landscaping: Sprinklers, Conv.	0.50	1.25	25000	50	7,813			
	X	Sewer		D/W/P: Asphalt Paving	1.51	1.25	30000	50	28,313			
	X	Electric		D/W/P: 3.5 Concrete	3.20	1.25	950	50	1,900			
	X	Gas		Fencing: Wire Mesh, #9	1.87	1.25	3216	50	3,759			
	X	Curb		Fencing: Gates, Mesh, 15'	480.00	1.25	2	50	600			
		Street Lights		Unit in Place Item(s)								
		Standard Utilities		CITY WATER/SEWER	4100.00	1.00	1.0	99	4,059			
		Underground Utils.		Total Estimated Land Improvements True Cash Value = 46,444								



Topography of Site			Year	Land Value	Building Value	Assessed Value	Board of Review	Tribunal/Other	Taxable Value
X	Level		2014	87,149	555,724	642,873			642,873S
	Rolling		2013	87,149	569,824	656,973			656,973S
	Low		2012	87,149	555,975	643,124			643,124S
X	High		2011	39,200	0	39,200			39,200S
	Landscaped								
	Swamp								
	Wooded								
X	Pond								
	Waterfront								
	Ravine								
	Wetland								
	Flood Plain								

The Equalizer. Copyright (c) 1999 - 2009. Licensed To: City of Escanaba, County of Delta, Michigan

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

Desc. of Bldg/Section: EMP SOUTH - N END ON IFT Calculator Occupancy: Industrial, Engineering				<<<<< Calculator Cost Computations >>>>>																															
Class: S Floor Area: 30,700 Stories Above Grd: 1 Average Sty Hght : 12 Bsmnt Wall Hght				Class: S Quality: Average Percent Adj: +0 Base Rate for Upper Floors = 43.35																															
Depr. Table : 2.5% Effective Age : 15 Physical %Good: 68 Func. %Good : 100 Economic %Good: 100				Construction Cost <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%;">High</td> <td style="width:25%;">Above Ave.</td> <td style="width:25%;">X Ave.</td> <td style="width:25%;">Low</td> </tr> </table> ** ** Calculator Cost Data ** ** Quality: Average Adj: %+0 \$/SqFt:0.00 Heat#1: Package Heating & Cooling 100 Heat#2: Package Heating & Cooling 0% Ave. SqFt/Story: 30700 Ave. Perimeter: 780 Has Elevators:				High	Above Ave.	X Ave.	Low																								
High	Above Ave.	X Ave.	Low																																
1999 Year Built 2005 Remodeled		12 Overall Bldg Height		*** Basement Info *** Area: Perimeter: Type: Finished/Office Heat: Forced Air Furnace		(10) Heating system: Package Heating & Cooling Cost/SqFt: 0.00 100% Adjusted Square Foot Cost for Upper Floors = 43.35  1 Stories Number of Stories Multiplier: 1.000 Average Height per Story: 12 Height per Story Multiplier: 0.960 Ave. Floor Area: 30,700 Perimeter: 780 Perim. Multiplier: 0.933 Refined Square Foot Cost for Upper Floors: 38.83  County Multiplier: 1.25, Final Square Foot Cost for Upper Floors = 48.535  Total Floor Area: 30,700 Base Cost New of Upper Floors = 1,490,014  30,700 Sq.Ft. of Sprinklers @ 1.55, County Mult.:1.25 Cost New = 59,481																													
Comments: HAS AN IFT ON 2005 ADDITION: 04-541R				* Mezzanine Info * Area #1: Type #1: Office Area #2: Type #2: Office  * Sprinkler Info * Area: 30700 Type: Low				Reproduction/Replacement Cost = 1,549,495 Eff. Age:15 Phy. %Good/Abnr. Phy./Func./Econ./Overall %Good: 68 /100/100/100/68.0 Total Depreciated Cost = 1,053,657																											
(1) Excavation/Site Prep:				(7) Interior:				(11) Electric and Lighting:		(39) Miscellaneous:																									
(2) Foundation:				(8) Plumbing:				Outlets:		Fixtures:																									
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%;"><input checked="" type="checkbox"/> Poured Conc</td> <td style="width:25%;"><input type="checkbox"/> Brick/Stone</td> <td style="width:25%;"><input type="checkbox"/> Block</td> <td style="width:25%;"></td> </tr> </table>				<input checked="" type="checkbox"/> Poured Conc	<input type="checkbox"/> Brick/Stone	<input type="checkbox"/> Block		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%;">Many Above Ave.</td> <td style="width:25%;">Average Typical</td> <td style="width:25%;">Few None</td> <td style="width:25%;"></td> </tr> </table>				Many Above Ave.	Average Typical	Few None		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;"><input checked="" type="checkbox"/> Few Average</td> <td style="width:50%;"><input checked="" type="checkbox"/> Few Average</td> </tr> <tr> <td><input type="checkbox"/> Many Unfinished</td> <td><input type="checkbox"/> Many Unfinished</td> </tr> <tr> <td><input type="checkbox"/> Typical</td> <td><input type="checkbox"/> Typical</td> </tr> </table>		<input checked="" type="checkbox"/> Few Average	<input checked="" type="checkbox"/> Few Average	<input type="checkbox"/> Many Unfinished	<input type="checkbox"/> Many Unfinished	<input type="checkbox"/> Typical	<input type="checkbox"/> Typical	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">Flex Conduit</td> <td style="width:50%;">Incandescent</td> </tr> <tr> <td>Rigid Conduit</td> <td>Fluorescent</td> </tr> <tr> <td>Armored Cable</td> <td>Mercury</td> </tr> <tr> <td>Non-Metalic</td> <td>Sodium Vapor</td> </tr> <tr> <td>Bus Duct</td> <td>Transformer</td> </tr> </table>		Flex Conduit	Incandescent	Rigid Conduit	Fluorescent	Armored Cable	Mercury	Non-Metalic	Sodium Vapor	Bus Duct	Transformer
<input checked="" type="checkbox"/> Poured Conc	<input type="checkbox"/> Brick/Stone	<input type="checkbox"/> Block																																	
Many Above Ave.	Average Typical	Few None																																	
<input checked="" type="checkbox"/> Few Average	<input checked="" type="checkbox"/> Few Average																																		
<input type="checkbox"/> Many Unfinished	<input type="checkbox"/> Many Unfinished																																		
<input type="checkbox"/> Typical	<input type="checkbox"/> Typical																																		
Flex Conduit	Incandescent																																		
Rigid Conduit	Fluorescent																																		
Armored Cable	Mercury																																		
Non-Metalic	Sodium Vapor																																		
Bus Duct	Transformer																																		
(3) Frame:				Total Fixtures 3-Piece Baths 2-Piece Baths Shower Stalls Toilets  Urinals Wash Bowls Water Heaters Wash Fountains Water Softeners				(13) Roof Structure: Slope=0		(40) Exterior Wall:																									
(4) Floor Structure:				(9) Sprinklers:				<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%;"></td> <td style="width:25%;">Thickness</td> <td style="width:25%;"></td> <td style="width:25%;">Bsmnt Insul.</td> </tr> </table>			Thickness		Bsmnt Insul.	(14) Roof Cover:																					
	Thickness		Bsmnt Insul.																																
(5) Floor Cover:				(10) Heating and Cooling:				(13) Roof Structure: Slope=0		(40) Exterior Wall:																									
(6) Ceiling:				<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%;"><input checked="" type="checkbox"/> Gas</td> <td style="width:25%;"><input type="checkbox"/> Coal</td> <td style="width:25%;"><input type="checkbox"/> Hand Fired</td> <td style="width:25%;"><input type="checkbox"/> Boiler</td> </tr> <tr> <td>Oil</td> <td>Stoker</td> <td></td> <td></td> </tr> </table>				<input checked="" type="checkbox"/> Gas	<input type="checkbox"/> Coal	<input type="checkbox"/> Hand Fired	<input type="checkbox"/> Boiler	Oil	Stoker			(13) Roof Structure: Slope=0		(40) Exterior Wall:																	
<input checked="" type="checkbox"/> Gas	<input type="checkbox"/> Coal	<input type="checkbox"/> Hand Fired	<input type="checkbox"/> Boiler																																
Oil	Stoker																																		

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

Desc. of Bldg/Section: 60X60 ADDITION 2011  
 Calculator Occupancy: Industrial, Light Manufacturing

Class: C  
 Floor Area: 3,600  
 Stories Above Grd: 1  
 Average Sty Hght : 14  
 Bsmnt Wall Hght

Depr. Table : 2.5%  
 Effective Age : 5  
 Physical %Good: 88  
 Func. %Good : 100  
 Economic %Good: 100

2011 Year Built Remodeled  
 14 Overall Bldg Height

Comments:

Construction Cost				
High	Above Ave.	X Ave.		Low
** ** Calculator Cost Data ** **				
Quality: Average Adj: %-15 \$/SqFt:0.0				
Heat#1: Space Heaters, Gas with Fan 100				
Heat#2: Space Heaters, Gas with Fan 0%				
Ave. SqFt/Story: 3600				
Ave. Perimeter: 240				
Has Elevators:				
*** Basement Info ***				
Area:				
Perimeter:				
Type: Finished/Office (No Rates)				
Heat: No Heating or Cooling				
* Mezzanine Info *				
Area #1:				
Type #1: Office (No Rates)				
Area #2:				
Type #2: Office (No Rates)				
* Sprinkler Info *				
Area:				
Type: Average				

<<<<< Calculator Cost Computations >>>>>

Class: C Quality: Average Percent Adj: -15

Base Rate for Upper Floors = 30.05

(10) Heating system: Space Heaters, Gas with Fan Cost/SqFt: 0.00 100%  
 Adjusted Square Foot Cost for Upper Floors = 30.05

1 Stories Number of Stories Multiplier: 1.000  
 Average Height per Story: 14 Height per Story Multiplier: 1.000  
 Ave. Floor Area: 3,600 Perimeter: 240 Perim. Multiplier: 1.106  
 Refined Square Foot Cost for Upper Floors: 33.23

County Multiplier: 1.27, Final Square Foot Cost for Upper Floors = 42.205

Total Floor Area: 3,600 Base Cost New of Upper Floors = 151,937

Reproduction/Replacement Cost = 151,937  
 Eff.Age:5 Phy.%Good/Abnr.Phy./Func./Econ./Overall %Good: 88 /100/100/100/88.0  
 Total Depreciated Cost = 133,704

ECF (Industrial) 0.870 => TCV of Bldg: 2 = 116,323  
 Replacement Cost/Floor Area= 42.20 Est. TCV/Floor Area= 32.31

(1) Excavation/Site Prep:	(7) Interior:	(11) Electric and Lighting:	(39) Miscellaneous:
(2) Foundation:	(8) Plumbing:	Outlets:	(40) Exterior Wall:
X Poured Conc	Many Above Ave.	X Few Average Many Unfinished Typical	
Footings	Average Typical	X Few Average Many Unfinished Typical	Thickness
Brick/Stone	Total Fixtures	Flex Conduit	Bsmnt Insul.
Block	3-Piece Baths	Rigid Conduit	
(3) Frame:	2-Piece Baths	Armored Cable	
	Shower Stalls	Non-Metallic	
(4) Floor Structure:	Toilets	Bus Duct	
	Urinals	(13) Roof Structure: Slope=0	
	Wash Bowls	(14) Roof Cover:	
	Water Heaters		
	Wash Fountains		
	Water Softeners		
(5) Floor Cover:	(9) Sprinklers:		
	(10) Heating and Cooling:		
	X Gas		
	Oil		
	Coal Stoker		
(6) Ceiling:	Hand Fired Boiler		

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

Desc. of Bldg Section: IFT 04-541			
Calculator Occupancy: Industrial, Engineering			
Class: S Floor Area: 18,300 Stories Above Grd Average Sty Hght Bsmnt Wall Hght	Construction Cost		
	High	Above Ave.	X Ave.
** ** Calculator Cost Data ** **			
Quality: Average Adj: %+0 \$/SqFt:0.00			
Heat#1: Package Heating & Cooling 100			
Heat#2: Package Heating & Cooling 0%			
Ave. SqFt/Story: 18300			
Ave. Perimeter: 680			
Has Elevators:			
*** Basement Info ***			
2005 Year Built	Area:		
Remodeled	Perimeter:		
12 Overall Bldg Height	Type: Finished/Office		
	Heat: Forced Air Furnace		
* Mezzanine Info *			
Area #1:			
Type #1: Office			
Area #2:			
Type #2: Office			
* Sprinkler Info *			
Area: 18300			
Type: Average			
Comments: GOES ON TAX ROLL FOR 2017			

(1) Excavation/Site Prep:		(7) Interior:		(11) Electric and Lighting:		(39) Miscellaneous:	
(2) Foundation:		(8) Plumbing:		Outlets:		Fixtures:	
X Poured Conc	Brick/Stone	Block	Footings	Many Above Ave.	Average Typical	Few None	
(3) Frame:		Total Fixtures		X Few Average Many Unfinished Typical		X Few Average Many Unfinished Typical	
		3-Piece Baths		Flex Conduit		Incandescent	
		2-Piece Baths		Rigid Conduit		Fluorescent	
		Shower Stalls		Armored Cable		Mercury	
		Toilets		Non-Metallic		Sodium Vapor	
		Urinals		Bus Duct		Transformer	
		Wash Bowls					
		Water Heaters					
		Wash Fountains					
		Water Softeners					
(4) Floor Structure:		(9) Sprinklers:		(13) Roof Structure: Slope=0		(40) Exterior Wall:	
						Thickness	
						Bsmnt Insul.	
(5) Floor Cover:		(10) Heating and Cooling:		(14) Roof Cover:			
		X Gas					
		Oil		Coal Stoker			
				Hand Fired Boiler			
(6) Ceiling:							

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

# SKETCH/AREA TABLE ADDENDUM

Parcel No 051-420-2813-100-006

File No 2701N30ST

Property Address 2701 NORTH 30TH STREET

City ESCANABA

County Delta

State MI

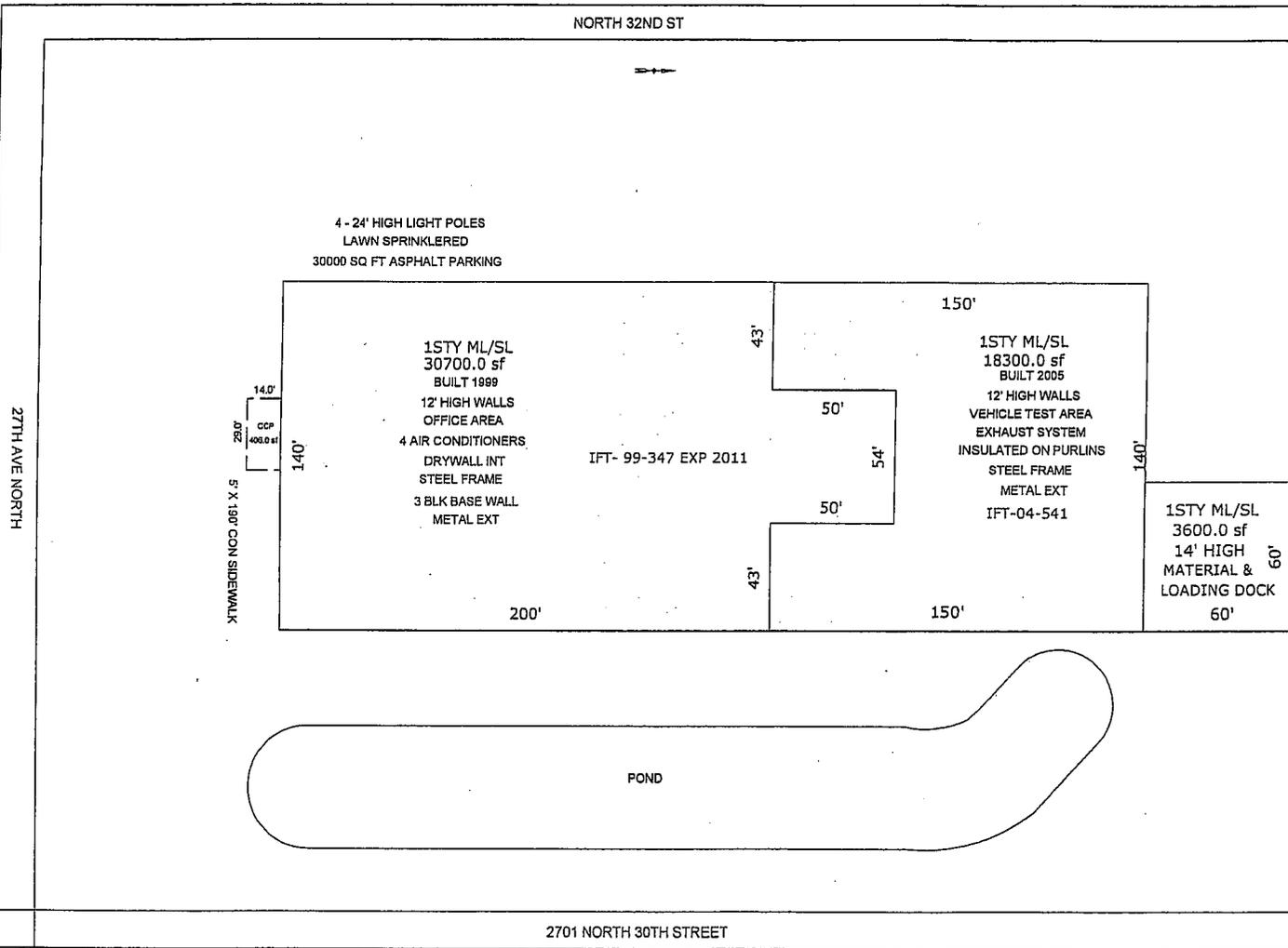
Zip 49829

Owner EMP ADVANCED DEV LLC

Client

Appraiser Name KEVIN DUBORD

Drawn Date DRAWN 9-19-13



Scale: 1" = 72'

### AREA CALCULATIONS SUMMARY

Code	Description	Factor	Net Size	Perimeter	Net Totals
GBA1	1STY ML/SL	1.00	30700.00	780.0	
	1STY ML/SL	1.00	18300.00	680.0	
	1STY ML/SL	1.00	3600.00	240.0	52600.00
P/P	Porch	1.00	406.00	86.0	406.00
Net BUILDING Area			(rounded w/ factors)		52600

### Comment Table 1


### Comment Table 2

### Comment Table 3

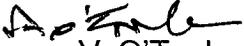
James V. O'Toole  
City Manager



NB# 1  
cc 11/17/16  
410 Ludington Street  
Escanaba, Michigan 49829  
Phone (906)786-0240

MEMORANDUM

November 7, 2016

TO: Escanaba City Council  
FROM:   
James V. O'Toole, City Manager  
SUBJ: Northern Michigan University Educational Access Network Agreement

Northern Michigan University is requesting the City of Escanaba approve an agreement which will allow NMU access to the City's Civic Center Water Tower for the installation of equipment to enable their "Educational Access Network" which is a broadband wireless internet connection which will allow EAN users to have 24/7 access to teacher websites, e-mail, cloud services, general internet services and streamlining media commonly used throughout the day in the various educational institutions in our area. In exchange, NMU will allow the City to extend city network services to mobile or fixed locations using the University's LTE network at no cost.

Under the terms of the agreement, NMU's EAN calls for a partnership that allows for shared use of the LTE service in exchange for access to tower infrastructure resources as our water-tower. In exchange for the use of the water tower, the City of Escanaba will be allowed to use this broadband network access for purposes such as monitoring public works facilities public safety and supplying internet service to remote buildings or utilities where securing wired internet is cost prohibitive or otherwise unavailable. NMU has advised that the LTE is a secure, 128-bit encrypted service and in many cases, local communities in Marquette County have achieved significant savings by accessing their city networks via LTE.

Administration is recommending Council approval of the proposed contract.

Mission Statement:

Enhancing the enjoyment and livability of our community by providing quality municipal services to our citizens.

Northern Michigan University  
**Educational Access Network (EAN)**  
Affordable Internet Access to Education



NMU announces a new, collaborative service that offers U.P. students the opportunity to stay connected with their classroom activities and assignments once they leave school.

NMU's *Educational Access Network (EAN)* is a broadband wireless Internet connection currently serving Marquette, Big Bay, Chocolay Township, Dead River Basin, Gwinn, Ishpeming, Negaunee and Sawyer. Registered EAN users have 24/7 access to teacher websites, e-mail, cloud services, general internet services and streaming media commonly used throughout the day in classrooms. Internet access allows students to check assignments, deadlines, submit class projects from home, complete homework, use all their district's technology links, take online courses and review online materials posted by teachers. This is a best-effort service, compatible with Chromebooks & iPads as well as any device equipped with standard Wi-Fi. Students whose home address falls within the EAN footprint are eligible to sign up and become a registered user for a low monthly fee.

**EAN** NMU's Educational Access Network (EAN) FAQ:

**Q: When will it be available?**

A: Sign up for the network will be available **no later than September 30, 2016**. Individuals can go to the website ([www.nmu.edu/edpartners](http://www.nmu.edu/edpartners)) provide their email and check service availability.

**Q: What does the EAN service cost?**

A: With this partnership, NMU is providing EAN users a discounted monthly fee. The monthly plan, which includes an LTE hotspot, requires payment of \$60 for the first month and then \$19.95 per month for the next 11 months (renewable annually). The service may be cancelled at any time but the hotspot must be returned if service is discontinued. Users in more remote areas may purchase indoor or outdoor LTE devices that help to provide a stronger signal and better service. Users will be advised which device best suits their location when signing up for the service.

**Q: What hardware is required for EAN connections?**

A: EAN registered users are provided an LTE hotspot that allows you to connect wirelessly from anywhere in the service area, including your home, or users can purchase a fixed wireless device solely for home use, which may provide a stronger connection.

**Q: What about financial assistance for students or families who may not be able to afford service?**

A: Schools are encouraged to offer financial assistance by qualifying individuals based on free or reduced lunch criteria. NMU can direct people to the appropriate school office through its web site enrollment form for more information about subsidy options.

**Q: Will the EAN service be filtered to comply with CIPA?**

A: Yes. EAN participants will be routed through a special network segment that meets CIPA requirements. Filtering is done through the MERIT network.

**Q: Can EAN service be accessed year-round?**

A: EAN is available year round for families with a registered K-12 student. It will be up to individual districts to determine whether or not subsidies would cover the time period when school is not in session.

**Q: How do individuals sign-up to become an EAN user?**

A: Registration takes only a few minutes and may be completed online at [www.nmu.edu/edpartners](http://www.nmu.edu/edpartners). Individuals without any internet or computer access may sign up using a computer at any public library, at their school or by contacting their school principal's office.

**Q: Is there a "help-desk" users can call for assistance.**

A: Yes. Subscribers can call 888-458-8668 with questions or e-mail [edpartner@nmu.edu](mailto:edpartner@nmu.edu)

## **LTE IMPLEMENTATION AGREEMENT**

THIS AGREEMENT is made (date: \_\_\_\_\_) between **NORTHERN MICHIGAN UNIVERSITY**, a Michigan constitutional body corporate, whose address is: 1401 Presque Isle Avenue, Marquette, Michigan, 49855-5301 (“NMU”) and \_\_\_\_\_, a Michigan municipal corporation, whose address is: 410 Ludington Street, Escanaba, Michigan 49829 (“City of Escanaba”).

### **Background**

NMU proposes to expand its wireless LTE network into the City of Escanaba and wishes to enter into a relationship with the City of Escanaba for that purpose. The City of Escanaba will agree to provide Water Tank space, related equipment space, and will receive, in exchange, the use of the NMU LTE networking equipment to enable LTE access to the City of Escanaba network for City of Escanaba operations, including emergency vehicles, utility vehicles, and City of Escanaba offices and municipal buildings.

In consideration of the terms and conditions contained herein, the parties agree as follows:

1. The City of Escanaba hereby leases to NMU space on the City of Escanaba’s water tank, such space being (approximately 3’ x 6’ x 6’) on the Water Tank site but outside of the fence and being sufficient to hold NMU’s transceiver equipment as well as additional space atop the water tower suitable for the installation of sector and fiber optic cabinet(s) (collectively, the “Leased Premises”), together with the full and unimpaired access to the Leased Premises and other common areas of the Water Tank (as defined herein) with 24 hours’ advance notice, or on an expedited basis in the event of an emergency, during the term of this Agreement. The Leased Premises is situated at the base of the City of Escanaba Water Tower. The Leased Premises and the adjacent area of the Water Tower site are collectively referred to herein as the “Water Tank”. The City of Escanaba will lease space to NMU, adjacent to the tank but outside of the fence, for the installation of outdoor-rated equipment and climate controlled equipment enclosures.

2. Use of Leased Premises. The City of Escanaba hereby grants permission to NMU to install, operate and maintain the transceiver equipment, sector and fiber optic cabinets, outdoor-rated equipment, climate controlled equipment enclosures and other communications equipment in order to operate the wireless network (collectively, the “Communications Equipment”) on or in the Leased Premises during the term of this Agreement. The Communication Equipment located at the Leased Premises shall be used solely for operating and maintaining a wireless network and related activities. The Communications Equipment shall not interfere with the City of Escanaba’s existing equipment transmissions.

3. Term. The term of this Agreement shall commence on the date hereof and shall continue for a term of ten (10) years. Thereafter, this Agreement shall be renewed automatically for additional terms of one (1) year each unless at least sixty (60) days prior to the end of the original or any renewal term, either party provides written notice to the other party of its intention to terminate the Agreement upon the expiration of the then current term. NMU and the City of Escanaba intend to operate the LTE system for the term of this agreement, however, NMU or the City of Escanaba may terminate this Agreement at any time, with or without cause, upon ninety (90) days prior written notice.

4. Rent. The rent for the Leased Premises shall be \$0, and there shall be no charge to NMU by the City of Escanaba for rent to operate Communications Equipment. In exchange, NMU shall not charge the City of Escanaba for access to and use of NUM's LTE wireless network ("LTE Network").

5. City of Escanaba Use of Wireless System. For the duration of this Agreement, NMU shall allow the City of Escanaba use of the LTE Network for the sole purpose of enabling LTE access to the City of Escanaba network for City of Escanaba operations, including emergency vehicles, utility vehicles, and the City of Escanaba offices and municipal buildings ("Purpose"). Bandwidth available to the City of Escanaba shall be provided as "best effort" service with expected LTE data transfer rates of fifteen (15) megabits per second down and five (5) megabits per second up, per client, subject to any limitations imposed by City of Escanaba owned equipment or network service. Notwithstanding any other provision herein, the City of Escanaba's use of the LTE Network is provided without warranty, "as-is" and "where is", and NMU shall not be responsible for any outages or otherwise poor performance of the LTE Network.

6. The City of Escanaba agrees it shall not use the LTE Network for any other Purpose without the prior written consent of NMU. NMU may suspend City's use of the LTE Network if the City of Escanaba or its employees, agents or guests use the LTE Network for any other Purpose without NMU's prior written consent. The City of Escanaba is responsible to purchase their own CPE (Customer Premise Equipment) as well as all internet service used to enable city-owned network operations.

7. Installation, Operation and Maintenance of Communications Equipment. NMU shall be solely responsible for installing (by qualified personnel), operating and maintaining the Communications Equipment in good working order. All Communications Equipment owned by NMU at the Water Tank Site shall be at the risk of NMU only. Any and all engineering costs incurred by the City due to NMU's installation, maintenance and operation of Communications Equipment shall be the obligation of NMU and shall be paid by NMU upon receipt of an invoice.

8. Removal of the Communications Equipment Upon Termination. Upon termination of this Agreement for any reason, NMU shall remove the Communications Equipment and repair any damage from such removal to the Water Tank Site. If the Communications Equipment is not removed from the Water Tank Site within sixty (60) days after termination of this Agreement, the City of Escanaba shall be permitted to remove such equipment and bill NMU for these costs.

9. Access. The City of Escanaba agrees that during the term of this Agreement, NMU shall have reasonable ingress and egress to the Water Tank Site for the purpose of maintaining, installing, operating or repairing the Communication Equipment with access on 24 hours' advanced notice or on an expedited basis in the event of an emergency. The City of Escanaba shall furnish NMU with the means to access the Water Tank Site.

10. Insurance.

10.1 City of Escanaba Insurance. The City of Escanaba shall obtain and maintain during the term of this Agreement: (i) all risk property insurance covering all the Water Tank, improvements and fixtures on the Water Tank Site in an amount not less than 100% of their actual replacement cost; and (ii) commercial general liability insurance, including broad form property damage insurance, for bodily injuries and property damage, in amounts not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate covering bodily injuries or death or property damage occurring on the Water Tank Site.

10.2 NMU Insurance. NMU shall obtain and maintain during the term of this Agreement: (i) all risk property insurance covering all the Communications Equipment on the Water Tank Site in an amount not less than 100% of its actual replacement cost; and (ii) commercial general liability insurance for bodily injuries and property damage, in amounts not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate covering bodily injuries or death or property damage occurring on the Water Tank Site.

10.3 Worker's Compensation Insurance. Each party shall ensure that its officers, employees, contractors, subcontractors and agents who enter onto the Leased Premises are fully covered by Workers' Disability Compensation Insurance to the extent required under Michigan law.

10.4 Certificate of Insurance. Each party shall furnish certificates of insurance or other acceptable evidence that all insurance required by this contract is in force at all times during this Agreement. All policies relating to the Leased Premises shall contain a provision that the policy shall not be modified or canceled unless the insurer first gives at least thirty (30) days prior written notice.

10.5 Waiver of Subrogation Rights Under Insurance Policies. NMU and the City of Escanaba hereby waive all rights of recovery which either might otherwise have against the other, and its trustees, officers, agents, employees, invitees, guests, or licensees, for any damage to their property which is covered by a policy of insurance, notwithstanding that such damage may result from the negligence or fault of one of them, or its trustees, officers, agents, employees, invitees, guests, or licensees; provided, however, that this waiver shall be effective only with respect to losses or damages occurring where this waiver will not affect the right of the insured to recover under the applicable policy of insurance.

11. Water Tank Lighting and Marking Responsibilities. The City of Escanaba shall be responsible for compliance with all tower or shelter markings and lighting requirements which may be required by the FAA or the FCC. The City of Escanaba shall maintain all required records and shall file any required notification with the FAA concerning any repairs to the Water Tank.

12. Maintenance of Water Tank Site. The City of Escanaba shall maintain and repair the Water Tank Site on an as needed basis to conform with local, state, FAA and FCC ordinances, rules and regulations with reasonable diligence.

13. Limitation of Damages. Neither party shall have any liability to the other for punitive damages or for any consequential, incidental, or special damages, loss of production, revenue or profits. Further, NMU shall not have a liability to the City of Escanaba for failure to provide wireless network access. Nothing in this Agreement is intended to or can be deemed a waiver of either party's governmental immunity.

14. Damage or Destruction. If the Water Tank Site is damaged or destroyed by fire, winds, flood, riot or other natural or manmade cause, the City of Escanaba shall have the option to repair or replace the Water Tank Site or to terminate this Agreement effective on the date of such damage or destruction. In the event the City of Escanaba elects to terminate the Agreement, the City of Escanaba shall have no further obligations hereunder. If the City of Escanaba elects to repair or replace the Water Tank Site, until such repair or replacement is completed, the City of Escanaba's rental hereunder shall abate in proportion to the part of the Leased Premises which is unusable by the City of Escanaba under this Agreement. If the City of Escanaba undertakes such repair or replacement, but cannot complete the same within ninety (90) days after the damage occurred, NMU may terminate this Agreement upon thirty (30) days prior written notice and have no further obligations hereunder.

15. Default. A party shall be deemed to be in default under this Agreement upon occurrence of any of the following events: (a) any failure of the party to perform any other of the terms, conditions or covenants of this Agreement for more than thirty (30) days after written notice of such default shall have been given thereto, or (b) if the City of Escanaba shall abandon the Leased Premises, or allow this Agreement to be taken under any writ of execution.

Upon the occurrence of any of the events of default described in this Section, the defaulting party shall be deemed to be in default of this Agreement and the non-defaulting party may, at its option, without further notice or demand, have all rights and remedies provided at law or in equity.

16. Force Majeure. The parties shall not be in default hereunder if either party is prevented from performing any of its obligations hereunder due to any accident, breakage, strike, riot, shortage of material, tornadoes, floods, acts of God, or other causes beyond the party's control.

17. RF Interference. Under no circumstances shall NMU, its employees, invitees, agents, or any other person or entity acting under its authority, put the Lease Premises to any use that in any way interferes with the City of Escanaba's use of its own property, tower, or communication system. If the City of Escanaba determines that any use of the Leased Premises unreasonably interferes with the City of Escanaba's use of its own property, tower, or communication system, the City of Escanaba shall provide NMU a detailed description of any such interference by registered United States mail. NMU shall correct any such interference within seventy-two (72) hours, or such other period of time as may be mutually agreed to by the City of Escanaba and NMU. If NMU fails to correct any such interference to the satisfaction of the City of Escanaba within seventy-two (72) hours or within such other time mutually agreed upon, the City of Escanaba may terminate this Agreement without liability to NMU by giving an additional ten (10) days' written notice of termination by registered United States mail.

18. Hold Harmless. NMU shall hold the City of Escanaba harmless to the extent of any personal injury or death to any NMU employee or contractor, property damage to the Water Tank, or problems with interference of any third party's communication equipment located on the Water Tank caused by NMU's Communication Equipment except to the extent caused by the City of Escanaba.

19. Assignment. Neither party may assign or sublet any portion of its rights and interests under this Agreement without the express written consent of the other party. Additionally, the City of Escanaba may not sell or transfer any portion of the Leased Premises without prior written notice to NMU. Neither NMU nor any assignee or subleasee shall install additional towers or equipment, nor in any way increase the use or burden upon the Leased Premises, without the express written consent of the City of Escanaba. The City of Escanaba reserves the right to modify the consideration or charge an actual monthly rental fee if additional equipment over and above that contemplated by the Agreement is to be installed. NMU shall notify the City of Escanaba of any proposed assignment or sublease, or any additional towers or equipment proposed, by registered United States mail at the City of Escanaba's address written above.

20. Miscellaneous.

20.1 Notices. All notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed given: (a) when personally delivered to the party to be given such notice or other communications; (b) on the business day that such notice or other communication is sent by facsimile or similar electronic device, fully prepaid, which facsimile or similar electronic communication shall promptly be confirmed by written notice; (c) on the third business day following the date of deposit in the United States mail if such notice or other communication is sent by certified or registered mail with return receipt requested and postage thereon fully prepaid; or (d) on the business day following the day such notice or other communication is sent by reputable overnight courier, to the address set forth at the beginning of this Agreement or to such other address as the parties may designate in writing.

20.2 Construction. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto.

20.3 Partial Invalidity. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

20.4 Successors. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors, assigns, guardians, heirs and legal representatives.

20.5 Choice of Law. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Michigan.

20.6 Entire Agreement and Amendment. This Agreement contains the entire agreement with respect to the matters described herein and is a complete and exclusive statement of the terms thereof and supersedes all previous agreements with respect to such matters. This Agreement may not be altered or modified except by a writing signed by a NMU and the City of Escanaba.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused it to be effective as of the day and year first set forth above.

NMU:

**THE CITY OF ESCANABA:**

NORTHERN MICHIGAN UNIVERSITY

City of Escanaba

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

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

**R. Gavin Leach**  
Its: Vice President  
Finance and Administration

Its: Manager

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

Its: City of Escanaba Clerk

LTE IMPLEMENTATION AGREEMENT

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

NB# 2  
CC 11/17/16

MEMORANDUM

November 3, 2016

TO: Jim O'Toole

FROM: Melissa Becotte

SUBJECT: City Hall Elevator

Attached you will please find a copy of the proposed maintenance agreement with Otis Elevator Company for the City Hall elevator.

Both the rate of \$185.00 per month and the labor rate is a slight reduction over what we are currently paying. All other language remains the same.

This agreement is for a 5 year term and will auto renew for an additional 5 years unless we choose to re-negotiate.

Otis has always done good work for us and has been quick to respond when there have been issues. They have maintained this elevator for many years and I recommend we continue this relationship.

Please see me with any questions or concerns.



DATE: 10/25/2016

TO: City Of Escanaba  
City Controller  
410 Ludington  
Escanaba, MI 498293924

FROM: Otis Elevator Company  
845 W. Washington St.  
Marquette, MI 49855

EQUIPMENT LOCATION:  
Escanaba City Hall & Lib  
400-10 Ludington  
Escanaba, MI 49829

Allie Kolb  
Phone: (920) 766-2900  
Fax:(920) 766-2910

PROPOSAL NUMBER: AHW149

EQUIPMENT DESCRIPTION:

No Of Units	Type Of Units	Manufacturer	Customer Designation	Machine Number
1	HYDRAULIC	OTIS ELEVATOR	ONLY ELV	432044

OTIS MAINTENANCE

We propose to furnish Otis Maintenance on the equipment ("Units") described above. Otis Maintenance is a full preventive maintenance service intended to protect your investment, extend equipment life, and provide a high level of performance and reliability.

OTIS MAINTENANCE MANAGEMENT SYSTEM<sup>SM</sup>

We will use the Otis Maintenance Management System preventive maintenance program to deliver service tailored to your specific building needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the OMMS<sup>®</sup> scheduling system, which will be used to plan maintenance activities in advance. The Units will be provided with devices to monitor equipment usage. We will use OMMS standard work processes developed and continuously improved by Otis.

*Under this Contract, we will maintain the Units on the following terms and conditions:*

PERFORMANCE

MAINTENANCE

We will maintain the Units using trained personnel directly employed and supervised by us. The maintenance will include inspection, lubrication, and adjustment of the following parts:

- Controller parts, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.
- Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.
- Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
- Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts.

- Motors, brushes, brush holders, and bearings.
- Governor components, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.
- Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.
- Escalator handrails, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step treads, step wheels, step chains, step axle bushings, comb plates, floor plates, tracks, external gearing, and drive chains.
- Escalator upper drives, upper drive bearings, tension sprocket bearings, upper newel bearings and lower newel bearings, demarcation lights, and comb lights.

## **RELIABILITY**

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### **PARTS COVERAGE**

If necessary, due to normal usage and wear, Otis will repair or replace any of the parts specified above at their sole discretion, unless specifically excluded elsewhere in the contract. Any parts under this Contract requiring replacement will be replaced with parts selected by Otis.

### **PARTS INVENTORY**

We will during the term of this Contract maintain a supply of frequently used replacement parts and lubricants selected by Otis to meet the specific routine requirements of the Units. Any replacement parts stored in the machine room remain our property until installed in the Units. We further agree to maintain a supply of routine replacement parts available for express delivery in case of emergencies.

### **QUALITY CONTROL**

We will periodically conduct field audits of our personnel and the Units to maintain quality standards. Otis field engineers will provide technical assistance, technical information, and Code consultation to support our maintenance organization.

## **RESPONSIVENESS**

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### **24-HOUR DISPATCHING**

We will, at your request, provide you with access to eService and our OTISLINE 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service call on eService or through an OTISLINE customer service representative, who will, at your request, dispatch an examiner to perform service. In the event Otis receives an emergency call from the phone in the elevator and a passenger indicates a need for assistance, Otis shall attempt to contact a building representative for an assessment of the situation and authorization to respond to the call. If Otis is unable to reach a building representative, Otis shall respond to the emergency call from the phone in the elevator. The visit will be treated as a Callback. It is your responsibility to: (a) have a representative available to receive and respond to OTISLINE calls; and (b) maintain working telephone equipment.

## **COMMUNICATION**

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### **CUSTOMER REPRESENTATIVE**

As a service to you, and at your request an Otis representative will be available to discuss with you your elevator needs in the areas of modernization, traffic handling ability, recommendations and requirements of Code authorities, proper use and care of the Units, and the OMMS program. There is no additional charge for this consulting service, but by making this service available to you, Otis does not assume any duty to warn.

### **REPORTS – eSERVICE**

We will use the OMMS program to record completion of maintenance procedures. We will, at your request, provide you access to eService. You will be able to access twelve (12) months of repair, completed maintenance procedure and service call history for the Unit(s). You will be responsible for obtaining Internet access to use eService.

## **SAFETY AND ENVIRONMENT**

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**SAFETY TESTS – HYDRAULIC ELEVATORS**

We will conduct an annual no load test and annual pressure relief valve test.

**FIREFIGHTERS' SERVICE TEST**

If the equipment has firefighters' service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance, functioning and testing of the smoke and/or heat detectors.

If during the initial firefighters' service test any elevator firefighters' service is found to be inoperable, the building will be responsible for all of the cost associated with the repairs necessary to bring the unit in compliance with the applicable Codes.

If any applicable Code or governing authority mandates that such required tests be performed by a licensed elevator mechanic, Otis will provide such testing and service on an Open Order basis. You will be responsible for the costs associated with such testing and service.

**SAFETY TRAINING**

We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

**ENVIRONMENTAL PROTECTION**

Otis endeavors to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with all federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request.

You assume responsibility for removal of wastes, including but not limited to hydraulic oil, spoils, asbestos, etc., as it is not part of this Contract.

**MAINLINE DISCONNECTS**

You agree to engage a qualified electrician to service at least once annually the elevator mainline disconnects located in the elevator equipment room.

**SHARED RESPONSIBILITY**

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located and to keep all machine rooms and pit areas free from water, stored materials, and debris. You agree to provide a safe work place for our personnel, and to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations.

If any Unit is malfunctioning or is in a dangerous condition, you agree to immediately notify us using the 24-hour OTISLINE service. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at [www.otis.com](http://www.otis.com) by (1) clicking on "The Americas" tab on the left side of the website; (2) choosing "US/English" to take you to the "USA" web page; (3) clicking on the "Otis Safety" link on the left side of the page; and (4) downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," both of which are in .pdf format on the right side of the website page. Customer agrees that it will disseminate these procedures throughout its organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at Customer's facility.

## **WORK SCHEDULE**

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### **NORMAL HOURS**

All maintenance procedures and repairs will be performed during our regular working hours of our regular working days for the examiners who perform the service. All lamp and signal replacements will be performed during regular examinations.

For purposes of this Contract, a Callback is a response by Otis to a request for service or assistance made (a) by the customer or customer representative, (b) by the building or building representative; (c) by emergency personnel; (d) through the ADA phone line, and/or (e) through REM® monitoring system, for service or assistance, on an as needed basis, excluding regularly scheduled maintenance.

Regular working hours: 8:00 AM – 4:30 PM.

Regular working days: Monday – Friday excluding holidays.

### **OVERTIME**

Callbacks outside of regular working hours will be billed at standard overtime rates.

## **OWNERSHIP AND LICENSES**

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### **WIRING DIAGRAMS**

You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment. We shall maintain the wiring diagrams so that they properly reflect any changes made by Otis to the equipment. These diagrams will remain your property.

### **OTIS SERVICE EQUIPMENT**

Any counters, meters, tools, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment to authorized Otis personnel. You agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. You will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the service is terminated for any reason, we will be given access to your premises to remove the service equipment, including the resident software, at our expense.

### **OTIS SOFTWARE**

Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this maintenance agreement. You have the right to use this software only for operation of the units for which the part was provided. You may also make a backup or archival copy of the software, provided you reproduce the copyright notice and any other legend of ownership on the copy. You may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse compile, or otherwise translate the software. You will not transfer possession of the software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this agreement by the transferee.

### **NON-OTIS SOFTWARE**

You retain your rights to any software not provided by Otis contained in the Units and agree to allow Otis to make one backup or archival copy for you.

### **SERVICE TOOLS**

You are responsible to secure our right to use any special service tools required to maintain your non- Otis equipment. These tools must be provided prior to us beginning maintenance on such equipment.

### **THE UNITS**

It is agreed that we do not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, Code, ordinance or regulation.

## CLARIFICATIONS

This Contract does not cover car enclosures (including, but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, below ground or unexposed hydraulic cylinders and plungers, buried or unexposed piping, escalator balustrades, escalator lighting or wedge guards. Without affecting our obligation to provide service under this Contract, you agree to permit us to train our personnel on the Units. This Contract does not cover computer and microcomputer devices, such as terminal keyboards and display units that are not exclusively dedicated to the elevator system. This Contract does not cover telephones installed by others, intercoms, heat sensors, smoke sensors, communications equipment, or safety signaling equipment, or instructions or warnings in connection with use by passengers.

We will not be required: (i) to make any tests other than that as specifically set forth herein; (ii) to make any replacements with parts of a different design or type; (iii) to make any changes in the existing design of the Units; (iv) to alter, update, modernize or install new attachments to any Units, whether recommended or directed by governmental authorities or by any third party; (v) to make repairs or replacements necessitated by failures detected during or due to testing of the Units or buried or unexposed hydraulic cylinders or piping and (vi) to replace or repair any component or system utilizing obsolete or discontinued parts, including parts for which the original design is no longer manufactured by the original equipment manufacturers, or parts where the original item has been replaced by an item of different design or is replaceable only by fabrication; (vii) to provide reconditioned or used parts; (viii) to make any replacements, renewals, or repairs necessitated by reason of any cause beyond our control including, but not limited to, fire, explosion, theft, floods, water, weather, earthquake, vandalism, misuse, abuse, mischief, or repairs by others.

You assume responsibility for the cost of correcting all Elevator Code violations existing on the date we enter into this Contract. If such Code violations or other outstanding safety violations are not corrected in accordance with this Contract, Otis may with respect to the equipment not meeting Code requirements cancel this Contract without penalty by providing thirty (30) days written notice.

Should you require us to interface with a third party work order, insurance or safety systems, Otis will add an appropriate fee to cover the additional cost associated with this service.

Neither party shall be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water, weather, earthquake, riot, civil commotion, war, vandalism, misuse, abuse, mischief, or acts of God.

We agree that we shall be liable for accidents and injuries to person or property when adjudged to have been caused by the sole negligence or willful misconduct of Otis or our employees. In all other instances, Customer shall indemnify, defend and hold us harmless against all claims, damages, losses, costs, and expenses (including attorney's fees and other litigation costs) arising out of or connected with the use, repair, maintenance, operation or condition of the Equipment. We shall maintain worker's compensation and employers' liability insurance covering our liability for injury or death sustained by our employees, and comprehensive general liability insurance. You shall insure that all risk insurance upon the full value of the Work and material delivered to the job site is maintained at no cost to us. If either party so requires, in writing, the other party shall furnish certificates of insurance evidencing the above insurance coverages.

Notwithstanding any other agreement or provision to the contrary, under no circumstances will either party be liable for any indirect, special or consequential damages of any kind, including, but not limited to, fines or penalties, loss of profits, loss of rents, loss of good will, loss of business opportunity, additional financial costs, or loss of use of any equipment or property, whether in contract, tort, warranty or otherwise.

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located, to keep all machine rooms and pit areas free from water, stored materials, and debris, to provide a safe work place for our personnel, to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations, and to provide a grounded, 3-prong electrical system and proper lighting in the machine rooms and pits. We shall not be obliged to perform until such unsafe condition has been remedied.

If any Unit is malfunctioning or is in a dangerous condition, you agree to notify us as soon as possible using the 24-hour OTISLINE® service. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

You will provide written notice within twenty-four hours after occurrence of any accident in or about the elevator (s) and/or escalator(s) to us and if required by law, to any local authorities. You further agree to preserve replaced parts.

Escalator Units are designed only for transporting passengers. For escalator Units, you agree to take all necessary measures to prevent other items from being conveyed, so that features designed to protect passengers and prevent property damage are not damaged. When stationary, escalators are to be properly barricaded and not to be used as steps.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

In the event of an entrapment, Customer will call Otis and wait for a trained and licensed elevator mechanic to arrive, except for a medical emergency situation where it may be appropriate to summon a professional first responder such as police or firemen. Customer agrees that its agents, contractors, employees or representatives shall not attempt to extricate any passengers from an elevator that becomes stalled within the hoistway.

Otis will not be required to make renewals or repairs necessitated by fluctuations in the building AC power systems, adverse hoistway or machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit), excessive humidity, adverse environmental conditions, water damage, rust, fire, explosion, acts of God, misuse, or vandalism.

If this Agreement is terminated prematurely for any reason, other than our own default, you agree to pay as liquidated damages, and not as a penalty, one-half (50%) of the remaining amount due under this Agreement.

Should this Agreement be accepted by you in the form of a purchase order, the terms and conditions of this Agreement will take precedence over those of the purchase order.

We will not be liable for any claim, injury, delay, death or loss or property resulting from telephone equipment failure, false alarms, interruption of telephone service, or "no voice calls", i.e. calls from inside the equipment to Otisline where there is no verbal response to the Otisline operator.

**ALTERATIONS**

You will not allow others to make alterations, additions, adjustments, or repairs to the equipment.

**SPECIAL PROVISIONS**

Notwithstanding any other provision herein to the contrary, the following provisions shall be applicable and govern in the event of conflict:

**PRICE ADJUSTMENTS**

Price adjustments shall be calculated as stipulated. However, annual increases shall be capped at 3.00% per year.

**Advanced Payment**

Beginning on the Effective Date, payments will be made Annually and an Advanced Payment Discount of 5.00 % will be applied to the net billing amount.

Payments are due on or before the last day of the month prior to the billing period. If full payment is not received by the due date, the Advanced Payment Discount will not be available and you will be obligated to pay us the full contract price.

When the anniversary date of the commencement of the service occurs within a billing period, the invoice for the next billing period will include billing in arrears for the price adjustment calculated in accordance with the terms of this contract.

**CONTRACT PRICE AND TERM**

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**CONTRACT PRICE**

**One hundred eighty-five dollars (\$ 185.00 ) per month, payable Annually**

**PRICE ADJUSTMENT**

The Contract Price will be adjusted on the effective date of any labor rate adjustment under Otis 's contract with the International Union of Elevator Constructors (IUEC Contract) to reflect increases or decreases in material and labor costs. The percentage increase of the Contract will not exceed 3.00 %.

**A. Material**

**Eleven dollars and sixty-nine cents (\$ 11.69 )** of the original Contract Price will be increased or decreased by the percent increase or decrease shown by the index of "Producer Commodity Prices for Metals and Metal Products" published by the U. S. Department of Labor, Bureau of Statistics for the price adjustment month compared with the index on **02/01/2016** which was **188.100** .

**B. Labor**

**One hundred seventy-three dollars and thirty-one cents (\$ 173.31 )** of the original Contract Price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost under the IUEC contract on **01/01/2016** which was **82.786** . The phrase "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is to be maintained.

**TERM**

The Commencement Date will be 01/01/2017.

The Term of this Contract unless modified under the extended term below, will be for five (5) years beginning on the Commencement Date. The Contract will automatically be renewed on the fifth anniversary for an additional five (5) years unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the current five (5) year term. Thereafter, the Contract will automatically be renewed on each fifth anniversary for an additional five (5) year term unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the then current five (5) year term.

In the event that you sell the building or your interest is terminated prior to the expiration of the Contract, you agree to assign the Contract to the new owner or successor and to cause the new owner to assume your obligations under this agreement. If the new owner or successor fails to assume your obligations under the Contract, then you agree to pay to Otis all sums due for the unexpired Term.

**PAYMENTS**

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Beginning on the Effective Date, payments will be due and payable on or before the first day of the contract year in which services are rendered beginning on the Commencement Date.

The method of payment will be by check.

The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

You agree to pay a late charge from the date such sums become due of one and one-half percent (1.5%) per month, or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, attorneys' fees) incurred by us to collect overdue amounts.

Failure to pay any sum due by you within sixty (60) days will be a material breach. We may at our option declare all sums due or to become due for the unexpired term immediately due and payable as liquidated damages, and until the same are paid be discharged from further obligations under the contract.

**ACCEPTANCE**

This proposal, when accepted by you below and approved by our authorized representative, will constitute the entire and exclusive contract between us for the services to be provided and your authorization to perform as outlined herein. All prior or contemporaneous oral or written representations or agreements not incorporated herein will be superseded. Any purchase order issued by you in connection with the services to be provided will be deemed to be issued for your administrative or billing identification purposes only, and the parties hereto intend that the terms and conditions contained herein will exclusively govern the services to be provided. We do not give up rights under any existing contract until this proposal is fully executed. This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Otis. Further, any manual changes to this form will not be effective as to Otis unless initialed in the margin by an authorized representative of Otis.

**THIS QUOTATION** is valid for ninety (90) days from the proposal date.

Submitted by: Allie Kolb  
Title: Account Manager  
E-mail: Alexandria.kolb@otis.com

Accepted in Duplicate

**CUSTOMER**

Approved by Authorized Representative

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

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title \_\_\_\_\_

E-mail: \_\_\_\_\_

Name of Company \_\_\_\_\_

**Otis Elevator Company**

Approved by Authorized Representative

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

Signed: \_\_\_\_\_

Print Name: Norm Thorsbakken

Title General Manager

Principal, Owner or Authorized Representative of Principal or Owner

Agent: \_\_\_\_\_  
(Name of Principal or Owner)

**BILL TO INFORMATION**

Company Name:

Address:

Address 2:

City:

State:

Zip Code:

**ACCOUNTS PAYABLE CONTACT**

Name:

Phone Number:

Fax Number:

E-mail:

**TAX STATUS**

Are you tax exempt?      Yes      No

If yes, please provide tax exempt certificate

Do you require a Purchase Order be listed on your invoices?      Yes      No

If yes, please provide contact info for PO renewal:

Name:

Fax:

Phone:

E-Mail:

Would you like Otis to automatically debit your bank account for your maintenance invoices?      Yes      No  
If yes, please provide blank check for bank routing and account information.

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**RE: [External] Re: Introducing Allie Kolb - Your New Account Manager**

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**From :** Alexandria J Kolb <Alexandria.Kolb@otis.com>  
**Subject :** RE: [External] Re: Introducing Allie Kolb - Your New Account Manager  
**To :** Melissa Becotte <mbecotte@escanaba.org>

Wed, Nov 02, 2016 04:05 PM

 2 attachments

Great, thanks Melissa! I will keep my eye out for the proposal to come back my way!

Allie

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**From:** Melissa Becotte [mailto:mbecotte@escanaba.org]  
**Sent:** Wednesday, November 02, 2016 3:01 PM  
**To:** Kolb, Alexandria J  
**Subject:** Re: [External] Re: Introducing Allie Kolb - Your New Account Manager

Let's leave it as 5 years and I'll just make sure to keep an eye on the expiration. I will bring this to Council for approval 11/17/16. Once approved, I'll sign it and sent it to you. :)

Melissa Becotte  
City Controller  
City of Escanaba  
P.O. Box 948  
Escanaba, MI 49829  
906-789-7300

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**From:** "Alexandria J Kolb" <Alexandria.Kolb@otis.com>  
**To:** "Melissa Becotte" <mbecotte@escanaba.org>  
**Sent:** Wednesday, November 2, 2016 3:58:17 PM  
**Subject:** RE: [External] Re: Introducing Allie Kolb - Your New Account Manager

Hi Melissa,

In regards to the question about the auto renewal language, I am not able to authorize that change as it is an industry standard, for liability and code reasons, to protect you from being out of contract. It would take approvals beyond my control in order to make that possible. However, I would be able to offer 2 different options to help with the renewal process.

The first option would be to change the auto renewal from 5 years, to 1 year. This way it would give you time to sign a new contract without rolling the whole contract over for another 5 years. The second option would be add in a 90 day nonperformance clause, such as the one below. In this case, you would have 90 days to report to us to make sure that we are providing you with the best service.

Example: You may by written notice to Otis, terminate the Contract if we materially fail to perform any of the substantive obligations under the Contract, and do not cure such failure within ninety (90) days after receipt of such written notice specifying in detail such failure.

In the past the City of Escanaba has always had a renewing contract and we have been your service provider for many years. Please let me know which option you would prefer and I will update the re-sign proposal I previously sent.

Thank you,

Allie Kolb  
Account Manager  
Otis Elevator Company  
2247 Progress Way  
Kaukauna, WI 54130  
T: 920-766-2900, 28 | C: 920-241-9779



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**From:** Melissa Becotte [<mailto:mbecotte@escanaba.org>]  
**Sent:** Thursday, October 27, 2016 1:45 PM  
**To:** Kolb, Alexandria J  
**Subject:** Re: [External] Re: Introducing Allie Kolb - Your New Account Manager

Good afternoon Allie ~

I've had a chance to review the proposed contract and I only have one change. Can we eliminate the auto renewal language on page 7?

Melissa Becotte  
City Controller  
City of Escanaba  
P.O. Box 948  
Escanaba, MI 49829  
906-789-7300

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**From:** "Alexandria J Kolb" <[Alexandria.Kolb@otis.com](mailto:Alexandria.Kolb@otis.com)>  
**To:** "Melissa Becotte" <[mbecotte@escanaba.org](mailto:mbecotte@escanaba.org)>  
**Sent:** Tuesday, October 25, 2016 4:45:19 PM  
**Subject:** RE: [External] Re: Introducing Allie Kolb - Your New Account Manager

Good Afternoon Melissa,

Attached you will find the renewal proposal for the elevator services at the City Hall in Escanaba. This proposal includes the same discounts that were applied to your account in the past. Please pass this along to your City Council for review. If approved, please have the appropriate person sign and fax, or email, a copy back to me. Once I receive the signed copy, I will begin processing so that we can get the renewed contract in place for the new year!

Thanks again for reaching out and please let me know if you have any further questions regarding the renewal process.

Allie Kolb  
Account Manager  
Otis Elevator Company  
2247 Progress Way  
Kaukauna, WI 54130  
T: 920-766-2900, 28 | C: 920-241-9779



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**From:** Melissa Becotte [<mailto:mbecotte@escanaba.org>]  
**Sent:** Tuesday, October 25, 2016 9:47 AM  
**To:** Kolb, Alexandria J  
**Subject:** [External] Re: Introducing Allie Kolb - Your New Account Manager

Good morning Allie! The City of Escanaba has a maintenance contract with Otis for the elevator at City Hall. This contract is set to expire on 12/31/16. I would like to look at renewing this contract. Can you send over a proposal for renewal? I also will have to bring this before my City Council for approval which can be done at the 11/17/16 meeting. This gives us a few weeks to work on an agreement. I look forward to your response! Have a great day!

Melissa Becotte  
City Controller  
City of Escanaba  
P.O. Box 948  
Escanaba, MI 49829  
906-789-7300

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**From:** "Alexandria J Kolb" <[Alexandria.Kolb@otis.com](mailto:Alexandria.Kolb@otis.com)>  
**To:** [mbecotte@escanaba.org](mailto:mbecotte@escanaba.org)  
**Sent:** Wednesday, September 14, 2016 2:27:49 PM  
**Subject:** Introducing Allie Kolb - Your New Account Manager

Dear Valued Otis Customer,

I would like to take a moment to introduce myself as your new account representative here at Otis Elevator. I recently joined Otis Elevator and will now be responsible for our service customers in your area. Although still with Otis in our office, Steve Kape will now be focusing on new equipment.

Upon joining the company, I have been undergoing training on company policies, account management and procedures in order to provide you with excellent service. I am looking forward to being your elevator contact in our Upper Michigan office! Please feel free to contact me with any questions regarding your current elevator service. For your records, please find my contact information below.

Thank you,



**Allie Kolb**

**Account Manager**  
Otis Elevator Company  
2247 Progress Way  
Kaukauna, WI 54130  
T: 920-766-2900, 28 | C: 920-241-9779



CITY OF  
**Escanaba**  
PUBLIC SAFETY

NB# 3  
cc 11/17/16

Robert LaMarche, Director

1900 3rd Avenue North • Escanaba, MI 49829

906-786-5911 • Fax 906-786-6030

**TO:** Jim O'Toole, Escanaba City Manager

**FROM:** Director Robert LaMarche

**DATE:** October 17, 2016

**SUBJECT:** Emergency Management Plan

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In order to receive disaster funding, the City of Escanaba must have an emergency operations plan in place. This is covered under the Michigan Emergency Act; 390 of 1976 which governs response in a disaster. The City of Escanaba directly falls under this act, as our population is over 10,000. In the event we would not meet the threshold of a Presidential declaration of an emergency, the State of Michigan has a contingency fund which the City may be eligible for, which is presently up to \$100,000. By having this support plan in place, we are protecting the cities eligibility to seek these funds if needed.

Presently the city does not have an emergency plan in place and would not be eligible for funding if a disaster were to occur. The plan I am proposing was started under the previous administration and was vetted to meet all the requirements needed to be compliant with the Emergency Act of 1976. By adopting this plan, we will be providing for the safety of our citizens and the financial security of the city will be protected.

# **CITY OF ESCANABA**

## **EMERGENCY OPERATIONS PLAN**

## I. SCOPE

- A. To provide a single comprehensive plan for the City of Escanaba's government to perform the emergency management activities of mitigation, preparedness, response, and recovery, and to describe how the city relates with local, county, state, and federal levels of government during emergency or disaster situations.
- B. To organize and coordinate the actions and resources of the City of Escanaba's emergency management forces and to facilitate emergency operations in the event of an emergency situation or disaster.
- C. To save lives, reduce casualties, and minimize damage to property.
- D. To maintain the continuity of government. The city will take every effort to follow the guidelines established by the National Incident Management System (NIMS).
- E. To provide procedures and policies whereby the normal day-to-day operation of local government is organized into an effective emergency management organization.
- F. To identify various departmental responsibilities and tasks for emergency situations and disaster response operations.

## II. AUTHORITY

### A. Disaster Situations

The potential exists in the City of Escanaba for many types of disasters and emergency situations to occur. The policy and procedures contained in this Emergency Operations Plan (EOP) are used to respond to all of these situations. This Emergency Operations Plan contains guidelines for each functional area of response that may be required.

### B. Legal Authority

The legal authority and basis for this Emergency Operations Plan is Act 390, P.A. 1976, as amended; referred to as the Michigan Emergency Management Act of 1990. Numerous local ordinances and community resolutions, included in this plan, may apply as well.

### C. Emergency Management System

The emergency management forces of the City of Escanaba included in this Plan are coordinated by the Mayor. The Mayor coordinates response actions to save lives and protect property and recommends population protective

actions for the public to the Emergency Operations staff. All available resources are identified and mobilized as necessary. Tasks are prioritized and resources used within this priority framework.

The Director of the Department of Public Safety is responsible for the emergency planning and operational coordination within the Emergency Operation Center (EOC).

At the county level, the County Executive oversees the Delta County Emergency Manager. At the state level, the Director of the Department of Michigan State Police is the State Director of Emergency Management and Homeland Security Division (EMHSD-MSP). Emergency Management, within the Department of State Police, coordinates all mitigation, preparedness, response, and recovery activities within the state. Coordination between local emergency management programs and EMHSD-MSP is accomplished through the County City Manager for Delta County. At the federal level, the Federal Emergency Management Agency (FEMA) coordinates all mitigation, preparedness, response, and recovery activities. FEMA coordinates through EMHSD-MSP for the delivery of assistance.

Comprehensive emergency management activities are accomplished through these recognized single points of contact channels. (See Addendum 1 - The Emergency Management System).

D. **Powers and duties of the Mayor**

1. In the event of actual or threatened disaster, the Mayor, or in his/her absence or inability to serve, the Mayor Pro Tem, as conservator of the peace, shall:

a. Declare a State of Emergency within the city thereby placing in effect the Emergency Operations Plan.

b. As soon as may be possible thereafter, convene the City Council to perform its legislative and administrative functions as the situation may demand. The Council shall have the power to terminate the State of Emergency.

c. Request the local, county, state, federal, tribal agencies or political subdivisions to send aid if the situation is beyond the control of the regular and disaster relief forces.

d. Have the power to command services and the use of equipment and facilities for such work and duties as the city may require to aid the regular city forces in time of emergency.

e. Promulgate such emergency regulations as may be deemed necessary to protect life and property and conserve critical resources,

and such regulations may be invoked when necessary for tests of the Emergency Operations Plan. All such regulations shall be subject to approval of the council as soon as practicable subsequent to promulgation.

2. The Mayor, or in his/her absence or inability to serve, the Mayor Pro Tem, shall have power to request disaster relief forces to the aid of the state or political subdivisions thereof subject to Council review as soon as practicable.

**E. Powers and Duties of the City Manager**

1. The powers and duties of the City Manager shall consist of the following:

a. The City Manager, with the Delta County Emergency Manager, shall maintain general supervision over the planning and administration for the disaster relief forces and the execution of the Emergency Operations Plan.

b. The City Manager may take all necessary action to conduct tests of the Emergency Operations Plan.

c. When a State of Emergency has been declared, the Emergency Manager shall assemble and utilize disaster relief forces and prescribe the manner and conditions of their use.

d. The City Manager shall designate a line of succession among his department heads to carry out the powers and duties of this subsection in the event of his absence or inability to serve, and shall advise the council in writing of such line of succession.

2. The City Manager is hereby authorized to exercise the powers granted to the Mayor in Section II Paragraph E, either in the absence or inability of the Mayor Pro Tem to serve or where delay in the exercise of such powers would be contrary to public interest.

**F. Powers and duties of the Delta County Emergency Manager.**

1. The Delta County Emergency Manager shall have responsibility for the organization, administration and operation of the disaster relief forces subject to the direction and control of the City Manager.

2. The Delta County Emergency Manager shall be responsible for public relations information and education regarding all phases of the disaster/emergency.

3. The Delta County Emergency Manager shall be responsible for the oversight of the Emergency Operations Plan, and upon adoption, shall be responsible for such implementation and revision of the plan as to maintain it on a current state of readiness at all times subject to the direction and control of the city.
4. The Delta County Emergency Manager shall coordinate all activities for civil defense and disaster control, and shall maintain liaison and cooperate with all other interested and affected agencies, public and private.
5. The Delta County Emergency Manager shall coordinate the recruitment and training of volunteer personnel and agencies to augment the personnel and facilities of the city for disaster/emergency purposes.

G. **Activation of Plan**

1. The primary responsibility for response and recovery to an emergency/disaster situation rests with the governing body of the local political subdivision in which the emergency/disaster occurs.
2. When it has been determined by the local political subdivision that the emergency/disaster is beyond their capability or where special equipment or resources are necessary to help alleviate the effects of the emergency/disaster, assistance from the county may be requested. At this time the Mayor should declare a local State of Emergency for the municipality and complete the appropriate declaration form(s).
3. Activation of this Plan may be initiated by the declaration of a State of Emergency by the Mayor through the City Manager. (See Addendum 2 - Emergency Response Flow Chart).
4. The Mayor may exercise emergency power and authority as specified. Whenever a situation requires, or is likely to require, the Mayor to invoke such power and authority, he/she shall, as soon as reasonably expedient, convene the City Council to perform its legislative and administrative duties as the situations demands, and shall report to that body relative to emergency activities.
5. Whenever the Mayor deems a disaster is beyond the control of the city, public or private agencies and that county, state, federal, or military assistance may be required, he/she may request the Governor to declare a State of Disaster, via the Delta County Emergency Manager and the County Executive. Such requests will be submitted by the City Manager to the Delta County Emergency Manager. Such requests will then be forwarded to the Homeland Security Division of

the Michigan State Police. In all such cases, the Mayor shall convene the council as soon as practical for their affirmative action.

6. Upon the declaration of a State of Disaster by the Governor of Michigan or President of The United States, this Plan will be automatically activated, if not activated previously by the Mayor and approved by the City Council.
7. The City of Escanaba's Emergency Operations Center (EOC), located at 410 Ludington Street, has three different levels of activation based on the severity of the emergency or disaster:
  - a. Standby:  
Begins with the first indication of a potential problem. The City Manager, or designee, will monitor the situation and may respond to the EOC. Examples of conditions that may require activation at this level are tornado watches, severe thunderstorm warnings, or an intelligence report indicating possible civil unrest. The City Manager is positioned in the EOC to closely monitor activity and is prepared to call a partial activation at a moment's notice.
  - b. Partial Activation:  
Is called for when a situation is present, or is imminent, that will require a coordinated response on the part of local government. Examples of conditions that may require activation at this level are tornado touchdowns, winter storms, widespread power outages, or civil disturbances. During this time, local government agencies, utilities and social service organizations will be asked to send personnel to the EOC to coordinate activities. This level of activation indicates that local government has the capability to effectively respond to the situation without, or with little state or federal assistance.
  - c. Full Activation:  
Involves every department of local government, all utilities and social service organizations. The incident causing a full activation will be catastrophic in nature and will require significant assistance from county, state and federal governments (See Addendum 3 - EOC Organizational Chart).

#### H. Deactivation of Plan

When the emergency/disaster has diminished to the point where normal day-to day resources and organization of the local government can cope with the situation, the Mayor may terminate the State of Emergency, thereby deactivating the Emergency Operations Plan, and the Emergency Operations Center. If the Governor or President has declared a State of Disaster, it shall

remain in effect until terminated by them.

I. **Disaster Assignment**

The normal functions and organization of the City of Escanaba is the primary resource around which disaster operations are developed. Maximum use is made of all government, private, and volunteer agencies. Existing mutual aid agreements/memorandums of understanding may be invoked or additional workers may be recruited and trained as necessary. Appropriate emergency functions as re-assigned to the various government departments in-line with normal day-to-day responsibilities.

J. **Execution of Assignments**

Each Emergency Operations Center staff member shall represent a specific function and coordinate the actions of the agency(s) performing that function from the EOC. The EOC staff maintains direct contact with emergency management forces using available means of communications. Each EOC agency manages its own operations according to normal procedures within the overall response effort. Agencies are responsible for reporting to and informing the EOC of: information on the disaster situation; response activities completed, underway, or planned; equipment and personnel resources used, needed or planned for use.

K. **Emergency Operations Center**

Upon activation of the Emergency Operations Plan, the primary City of Escanaba Emergency Operations Center may be activated by the Mayor. EOC staff from various departments will meet at this site to conduct response/coordination activities and short-term recovery operations.

In the event that the primary City EOC, located at 410 Ludington Street, cannot be utilized an alternate EOC is available. The alternate location for the EOC is located at 1900 3<sup>rd</sup> Avenue North.

An "on-scene" command post may also be established by the public safety department personnel near the disaster site to provide immediate coordination of emergency management forces and Incident Command/Incident Management Team. The City Manager is responsible for operational coordination within the EOC and reports directly to the Mayor and City Council.

III. **RESPONSIBILITIES**

A. **Plan Preparation and Update**

The City Manager, under the direction of the Mayor and City Council, is responsible for emergency planning and preparedness in Escanaba. He/she

shall request a review of the Plan by each department or individual assigned responsibilities. The Mayor with the consensus of the City Council will certify the Plan to be current, no less than every four years. The City Manager shall make revisions to the Plan based on the results of reviews, lessons learned, training and exercises, and actual response. Revised pages will be dated and marked to show where changes have been made, and be distributed to all parties holding control copies of the Plan.

**B. Training Requirements**

It is the responsibility of each department or individual committed to disaster or emergency response and recover, to initially train and maintain the capability of its staff. Other agencies that would become involved through assistance requests or mutual aid agreements may, also receive training. In addition, drills and exercises are also held. Drills may test the effectiveness of communications, fire response, search & rescue, notification, police services, mass casualty, etc. Lessons learned support plan updates and mitigation efforts.

**C. Supporting Documentation**

Each Emergency Operations Center department or individual assigned responsibilities in the Emergency Operations Plan is responsible for developing standard operating procedures necessary for implementing these tasks.

**D. General Task Assignments**

Each organization included in this Emergency Operations Plan shall:

1. Participate in the development of this Plan.
2. Maintain a capability to carry out emergency assignments, including assigning auxiliary personnel as needed.
3. Provide for the delivery of emergency services including staff, equipment, and facilities.
4. Develop and maintain internal procedures to safeguard vital records, relocate essential personnel and equipment, carry out assigned tasks, alert personnel and maintain resource inventory.
5. Ensure that the designated department liaison promptly reports to the Emergency Operations Center or other emergency coordination facility.
6. Participate in drills and exercises to test the Emergency Operations Plan and related procedures.

7. Coordinate and work with the Delta County Emergency Manager to ensure that properly trained personnel are assigned to emergency tasks.
8. Provide information to the Emergency Operations Center for use in damage assessment.
9. Establish a staging area, as necessary, to provide for the operational, logistical, and administrative support needs of response personnel at the scene.

E. **Assignments and Responsibilities**

The Emergency Operations Plan establishes the following emergency action guidelines (EAG). The emergency assignments and the responsibility for each area's development and implementation are outlined below. Detailed EAG's exist to supplement this Basic Plan.

IV. **EMERGENCY ACTION GUIDELINES**

A. **Direction and Control**

The City Manager is responsible for preparations and implementation of Direction and Control. The Mayor and the City Manager are responsible for the tasks assigned therein.

1. Declare a local State of Emergency.
2. Activate emergency personnel and resources; discuss and conduct a Threat Assessment. Advise the City Council of the situation at the earliest possible moment.
3. Organize, develop and maintain EOC.
4. Formulate, review, and approve policy and operational guidelines.
5. Provide overall organization and coordination of disaster response and recovery, including priority allocation of resources and expenditures.
6. Maintain liaison and coordination with the County Emergency Management Manager.
7. Provide for the health and safety of persons and property, including emergency assistance to victims of the disaster.
8. Recommend protective actions based on knowledge and advice of

emergency response forces, EOC operations group representatives, and recommendations of other government agencies.

9. Request additional disaster assistance, if necessary.

**B. Warning/Communications**

The City Manager and Escanaba Department of Public Safety Director are responsible for preparation and implementation of these guidelines. The tasks assigned are as follows:

1. Function as the 24-hour warning entry point, assessing information, and relaying it to key decision-makers.
2. Provide immediate public warning on a 24-hour basis, via PIO.
3. Activate the Emergency Alert System (EAS), through the Delta County Emergency Manager, to provide warning information to the public.
4. Provide warning and notification to key officials and entities.
5. Establish emergency communications procedures and coordinate communications for EOC staff personnel and their emergency service forces.
6. Establish and maintain communications between the EOC and county government.
7. Capture, collect and distribute emergency data to responders.
8. Coordinate communications with local political subdivisions, private industry, commercial systems, utilities, and other parties via all possible channels of communications.
9. Establish communications at an on-scene command post, if activated.
10. Establish messengers and coordinate message flow, recording, and distribution procedures in the EOC.
11. Provide pre-incident and post-incident public awareness and education.

C. **Public Information Officer/Media and Communications**

The Escanaba Clerk's Office representative is responsible for preparation and implementation of this guideline. The tasks assigned therein are as follows:

1. Establish and supervise public information for the dissemination of news releases to the media so they are coordinated and timely.
2. Work with the Delta County Emergency Manager to develop and maintain a file of emergency public information releases to cover possible disaster contingencies.
3. Hold press briefings, issue news releases and publish news releases based on information provided by EOC staff and other sources so they are accurate and complete.
4. Provide coordination between the news media and agencies having emergency functions.
5. Establish a system for handling public inquiry.
6. Participate in/cooperate with joint-information center activities.

D. **Damage Assessment**

The City Manager and local government officials/and the Delta County Building and Zoning Department officials are responsible for preparation and implementation of this guideline. The tasks assigned are as follows:

1. Provide a systematic process of determining and appraising the nature and extent of loss, suffering, or harm resulting from a disaster.
2. Provide disaster intelligence to operational and executive heads in the EOC upon which decisions can be made in support of emergency operations.
3. Coordinate with local communities, county departments and the state concerning development of public assistance requests.
4. Work with the Delta County Emergency Manager in Compiling and preparing information for county and state reporting requirements (i.e. incident reports, situation reports, after action reports, local declarations, etc.).

E. **Law Enforcement/Fire/911 Operations**

The Escanaba Department of Public Safety is responsible for preparation and implementation of this guideline. The tasks assigned are as follows:

1. Assist in the notification of other law enforcement agencies and key officials via relative means.
2. Support the emergency communications system.
3. Coordinate with local law enforcement agencies to provide police services.
4. Assist in coordination of evacuation procedures; provide ingress and egress control to disaster areas with perimeters as manpower becomes available.
5. Account for the safety of the population.
6. Enforce curfew restrictions, security and traffic control.
7. Perform supplemental rescue and first aid.
8. Assist the Medical Examiner with mortuary services and temporary morgue security.
9. Coordinate with other emergency services operations as necessary.
10. Provide intelligence to assist responding agencies with size-up and assessment.
11. Provide other technical and equipment support for command/control search operations and incident support.

E.2. **Fire Services**

The Escanaba Department of Public Safety is responsible for preparation and implementation of this guideline. The tasks assigned are as follows:

1. Support in warning the public.
2. Support the emergency communications system.
3. Provide protective action recommendations.
4. Perform rescue, first aid, and fire services.
5. Perform decontamination.

6. Implement and coordinate evacuation and assist with ingress and egress control to disaster areas if needed.
7. Publicize and enforce fire prevention and safety measures.

G. **Roadways**

The Department of Public Works representative is responsible for preparation and implementation of this guideline. The tasks assigned are as follows.

1. Coordinate the use of public and private engineering facilities, equipment and supplies.
2. Perform heavy rescue operations, in coordination with the Department of Public Safety or other emergency aid agencies when present.
3. Clear and remove debris.
4. Maintain transportation routes.
5. Provide for the emergency warehousing, distribution, and transportation of supplies, equipment, and personnel.
6. Provide traffic control materials to aid traffic movement and control ingress and egress.
7. Provide portable emergency power, if available.
8. Coordinate with utility companies.
9. Coordinate with the Delta County Emergency Manager and Delta County Building and Zoning Department on engineering/safety inspections.

H. **Water/Waste Water**

The Department of Water/Waste Water is responsible for preparation and implementation of this guideline. The tasks assigned are as follows:

1. Determine and make recommendations on damages to water and waste water infrastructure.
2. Provide expertise regarding on water distribution and sanitary sewer systems.
3. Coordinate the use of public and private engineering facilities,

equipment, and supplies; in conjunction with Public Works and Engineering Department.

4. Maintain or restore critical water and wastewater services.

I. **Electric Department**

1. Determine and make recommendations on damages to the Electrical infrastructure.
2. Provide expertise on the electrical infrastructure.
3. Coordinate with other emergency services as necessary.

## GLOSSARY OF TERMS AND ACRONYMS

**Agency:** A division of government with specific function offering a particular kind of assistance. In ICS, agencies are defined either as jurisdictional (having statutory responsibility for incident management) or as assisting or cooperating (providing resources or other assistance).

**Agency Representative:** A person assigned by a primary, assisting, or cooperating county, federal, state, local, or tribal government agency or private entity that has been delegated authority to make decisions affecting that agency's or organization's participation in incident management activities following appropriate consultation with the leadership of that agency.

**Area Command (Unified Area Command):** An organization established (1) to oversee the management of multiple incidents that are each being handled by an ICS organization or (2) to oversee the management of large or multiple incidents to which several Incident Management Teams have been assigned. Area Command has the responsibility to set overall strategy and priorities, allocate critical resources according to priorities, ensure that incidents are properly managed, and ensure that objectives are met and strategies followed. Area Command becomes Unified Area Command when incidents are multi-jurisdictional. Area Command may be established at an emergency operations center facility or at some location other than an incident command post.

**Assessment:** The evaluation and interpretation of measurements and other information to provide a basis for decision-making.

**Assignments:** Tasks given to resources to perform within a given operational period that are based on operational objectives defined in the IAP.

**Assistant:** Title for subordinates of principal Command Staff positions. The title indicates a level of technical capability, qualifications, and responsibility subordinate to the primary positions. Assistants may also be assigned to unit leaders.

**Assisting Agency:** An agency or organization providing personnel, services, or other resources to the agency with direct responsibility for incident management. See also Supporting Agency.

**Available Resources:** Resources assigned to an incident, checked in, and available for a mission assignment, normally located in a Staging Area.

**Branch:** The organizational level having functional or geographical responsibility for major aspects of incident operations. A branch is organizationally situated between the section and the division or group in the Operations Section, and between the section and units in the Logistics Section. Branches are identified by the use of Roman numerals or by functional area.

**Chain of Command:** A series of command, control, executive, or management positions in hierarchical order of authority.

**Check-In:** The process through which resources first report to an incident. Check-in locations include the Incident Command Post, Resources Unit, incident base, camps, staging areas, or directly on the site.

**Chief:** The ICS title for individuals responsible for management of functional sections: Operations, Planning, Logistics, Finance/Administration, and Intelligence (if established as a separate section).

**City Manager:** The person appointed by the Mayor to coordinate emergency planning and services within The City of Escanaba.

**Command:** The act of directing, ordering, or controlling by virtue of explicit statutory, regulatory, or delegated authority.

**Command Staff:** In an incident management organization, the Command Staff consists of the Incident Command and the special staff positions of Public Information Officer, Safety Officer, Liaison Officer, and other positions as required, who report directly to the Incident Commander. They may have an assistant or assistants, as needed.

**Common Operating Picture:** A broad view of the overall situation as reflected by situation reports, aerial photography, and other information or intelligence.

**Communications Unit:** An organizational unit responsible for providing communication services at an incident or an EOC. A Communications Unit may also be a facility (e.g., a trailer or mobile van) used to support an Incident Communications Center.

**Cooperating Agency:** An agency supplying assistance other than direct operational or support functions or resources to the incident management effort.

**Coordinate:** To advance systematically an analysis and exchange of information among principals who have or may have a need to know certain information to carry out specific incident management responsibilities.

**Deputy:** A fully qualified individual who, in the absence of a superior, can be delegated the authority to manage a functional operation or perform a specific task. In some cases, a deputy can act as relief for a superior and, therefore, must be fully qualified in the position. Deputies can be assigned to the Incident Commander, General Staff, and Branch Directors.

**Disaster:** An occurrence or imminent threat of widespread property damage, severe injury, or loss of life which requires resources beyond what is available through the local municipality. Disasters may include fire, flood, snow, ice, windstorm, wave action, oil spill, water contamination requiring emergency action to avert danger or damage, utility failure, hazardous peacetime radiological incident, major transportation accident, terrorist incident, epidemic, air contamination, blight, drought, infestation, explosion, or hostile military or paramilitary action. Riots and other civil disorders are not within the meaning of this term unless they directly result from, and are an aggravating element of the disaster.

**Dispatch:** The ordered movement of a resource or resources to an assigned operational mission or an administrative move from one location to another.

**Division:** The partition of an incident into geographical areas of operation. Divisions are established when the number of resources exceeds the manageable span of control of the Operations Chief. A division is located within the ICS organization between the branch and resources in the Operations Section.

**Emergency:** Absent a Presidentially declared emergency, any incidents(s), human-caused or natural, that requires responsive action to protect life or property. Under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, an emergency means any occasion or instance for which, in the determination of the President, federal assistance is needed to supplement state and local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the threat of a catastrophe in any part of the United States.

**Emergency Action Guideline (EAG):** A portion of the emergency operations plan which deals with a department or service; e.g., fire, police, assessment, etc.

**Emergency Alert System (EAS):** A network of broadcast stations and interconnecting facilities which have been authorized by the Federal Communications Commission to operate in a controlled manner during a war, state or public peril or disaster, or other national emergencies as provided by the Emergency Alert System Plan.

**Emergency Jurisdiction:** The basic emergency planning and operational entity at the local government level established by state statute. Such jurisdictions consist of each county, plus those municipalities of 10,000 or more in population that have created separate jurisdictions from the county in which they are located by local charter or ordinance. All municipalities in a county other than those of 10,000 or more in population creating separate jurisdictions are components of the county emergency jurisdiction.

**Emergency Operations Centers (EOCs):** The physical location at which the coordination of information and resources to support domestic incident management activities normally takes place. An EOC may be a temporary facility or may be located in a more central or permanently established facility, perhaps at a higher level of organization within a jurisdiction. EOCs may be organized by major functional disciplines (e.g., fire, law enforcement, and medical services), by jurisdiction (e.g., federal, state, regional, county, city, tribal), or some combination thereof.

**Emergency Operations Plan (EOP):** The "steady-state" plan maintained by various jurisdictional levels for responding to a wide variety of potential hazards. Also, the plan developed and maintained by an emergency jurisdiction as a counterpart plan to the Michigan Emergency Preparedness Plan for the purpose of organizing and coordinating the emergency services forces and disaster operations of the jurisdiction. It usually consists of a basic plan with various supporting Emergency Action Guidelines or checklists for each service or function and may be called Emergency Preparedness Plan, Disaster Plan, or any similar title or description.

**Emergency Public Information:** Information that is disseminated primarily in anticipation of an emergency or during an emergency. In addition to providing situational information to the public, it also frequently provides directive actions required to be taken by the general public.

**Emergency Response and Preparedness Forces:** All agencies of the city, private and volunteer personnel, public officers and employees; and all other persons or groups of persons having duties or responsibilities under the City Emergency Operations Plan, or pursuant to lawful order or directive.

**Emergency Response Provider:** Includes federal, state, county, local, and tribal emergency public safety, law enforcement, emergency response, emergency medical (including hospital emergency facilities), and related personnel, agencies, and authorities. See Section 2 (6), Homeland Security Act of 2002, Pub. L. 107-296, 116 Stat. 2135 (2002). Also known as Emergency Responder.

**Evacuation:** Organized, phased, and supervised withdrawal, dispersal, or removal of civilians from dangerous or potentially dangerous areas, and their reception and care in safe areas.

**Event:** A planned, non-emergency activity, ICS can be used as the management system for a wide range of events, e.g., parades, concerts, or sporting events.

**Federal:** Of or pertaining to the Federal Government of the United States.

**Function:** Function refers to the five major activities in ICS: Command, Operations, Planning, Logistics, and Finance/Administration. The term function is also used when describing the activity involve, e.g., the planning function. A sixth function, Intelligence, may be established, if required, to meet incident management needs.

**General Staff:** A group of incident management personnel organized according to function and reporting to the Incident Commander. The General Staff normally consists of the Operations Section Chief, Planning Section Chief, Logistics Section Chief, and Finance/Administration Section Chief.

**Group:** Established to divide the incident management structure into functional areas of operation. Groups are composed of resources assembled to perform a special function not necessarily within a single geographic division. Groups, when activated, are located between branches and resources in the Operations Section. (See Division.)

**Hazard:** Something that is potentially dangerous or harmful, often the root cause of an unwanted outcome.

**Incident:** An occurrence or event, natural or human-caused, which requires an emergency response to protect life or property. Incidents can, for example, include major disasters, emergencies, terrorist attacks, terrorist threats, wild land and urban fires, floods, hazardous materials spills, nuclear accidents, aircraft accidents, earthquakes, hurricanes,

tornadoes, tropical storms, war-related disasters, public health and medical emergencies, and other occurrences requiring an emergency response.

**Incident Action Plan (IAP):** An oral or written plan containing general objectives reflecting the overall strategy for managing an incident. It may include the identification of operational resources and assignments. It may also include attachments that provide direction and important information for management of the incident during one or more operational periods.

**Incident Command Post (ICP):** The field location at which the primary tactical-level, on-scene incident command functions are performed. The ICP may be collocated with the incident base or other incident facilities and is normally identified by a green rotating or flashing light.

**Incident Command System (ICS):** A standardized on-scene emergency management construct specifically designed to provide for the adoption of an integrated organizational structure that reflects the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries. ICS is the combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure, designed to aid in the management of resources during incidents. It is used for all kinds of emergencies and is applicable to small as well as large and complex incidents. ICS is used by various jurisdictions and functional agencies, both public and private, to organize field-level incident management operations.

**Incident Commander (IC):** The individual responsible for all incident activities, including the development of strategies and tactics and the ordering and the release of resources. The IC has overall authority and responsibility for conducting incident operations and is responsible for the management of all incident operations at the site.

**Incident Management Team (IMT):** The IC and appropriate Command and General Staff personnel assigned to an incident.

**Incident Objectives:** Statements of guidance and direction necessary for selecting appropriate strategy(s) and the tactical direction of resources. Incident objectives are based on realistic expectations of what can be accomplished when all allocated resources have been effectively deployed. Incident objectives must be achievable and measurable, yet flexible enough to allow strategic and tactical alternatives.

**Initial Action:** The actions taken by those responders first to arrive at an incident site.

**Initial Response:** Resources initially committed to an incident.

**Intelligence Officer:** The intelligence officer is responsible for managing internal information, intelligence, and operational security requirements supporting incident management activities. These may include information security and operational security activities, as well as the complex task of ensuring that sensitive information of all types (e.g., classified information, law enforcement sensitive information, proprietary information, or export-controlled information) is handled in a way that not only safeguards the

information, but also ensures that it gets to those who need access to it to perform their missions effectively and safely.

**Joint Information Center (JIC):** A facility established to coordinate all incident-related public information activities. It is the central point of contact for all news media at the scene of the incident. Public information officials from all participating agencies should collocate at the JIC.

**Joint Information System (JIS):** Integrates incident information and public affairs into a cohesive organization designed to provide consistent, coordinated, timely information during crisis or incident operations. The mission of the JIS is to provide a structure and system for developing and delivering coordinated interagency messages; developing, recommending, and executing public information plans and strategies on behalf of the IC; advising the IC concerning public affairs issues that could affect a response effort; and controlling rumors and inaccurate information that could undermine public confidence in the emergency response effort.

**Jurisdiction:** A range or sphere of authority. Public agencies have jurisdiction at an incident related to their legal responsibilities and authority. Jurisdictional authority at an incident can be political or geographical (e.g., city, county, tribal, State, or Federal boundary lines) or functional (e.g., law enforcement, public health).

**Liaison:** A form of communication for establishing and maintaining mutual understanding and cooperation.

**Liaison Officer:** A member of the Command Staff responsible for coordinating with representatives from cooperating and assisting agencies.

**Local Government:** A county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments (regardless of whether the council of governments is incorporated as a nonprofit corporation under State law), regional or interstate government entity, or agency or instrumentality of a local government; an Indian tribe or authorized tribal organization, or in Alaska a Native village or Alaska regional Native Corporation; a rural community, unincorporated Town or village, or other public entity. See Section 2(10), Homeland Security Act of 2002, Pub. L. 107-296, 116 Stat. 2135 (2002).

**Logistics:** Providing resources and other services to support incident management.

**Logistics Section:** The section responsible for providing facilities, services, and material support for the incident.

**Major Disaster:** As defined under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5122), a major disaster is any natural catastrophe (including any hurricane, tornado, storm, high water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, or drought), or, regardless of cause, any fire, flood, or explosion, in any part of the United States. Which, in the determination of the President, causes damage of sufficient severity and magnitude to warrant disaster

assistance under this Act to supplement the efforts and available resources of States, tribes, local governments, and disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused thereby.

**Management by Objective:** A management approach that involves a four-step process for achieving the incident goal. The Management by Objectives approach includes the following: establishing objectives; developing and issuing assignments, plans, procedures, and protocols; establishing specific, measurable objectives for various incident management functional activities and directing efforts to fulfill them, in support of defined strategic objectives; and documenting results to measure performance and facilitate corrective action.

**Mayor:** The highest ranking elected official or his/her designee.

**Michigan Emergency Preparedness Plan (MEPP):** The plan developed and continuously maintained by the Director of the Department of State Police pursuant to Act 390, of the Public Acts of 1976, for the purposes of prevention, mitigation, relief of, or recovery from disasters. This plan consists of a basic plan, a direction and control annex, a communications annex, and an annex for each of the nineteen state departments.

**Mitigation:** The activities designed to reduce or eliminate risks to persons or property or to lessen the actual or potential effects or consequences of an incident. Mitigation measures may be implemented prior to, during, or after an incident. Mitigation measures are often altered by lessons learned from prior incidents. Mitigation involves ongoing actions to reduce exposure to, probability of, or potential loss from hazards. Measures may include zoning and building codes, floodplain buyouts, and analysis of hazard related data to determine where it is safe to build or locate temporary facilities. Mitigation can include efforts to educate governments, businesses, and the public on measures they can take to reduce loss and injury.

**Mobilization:** The process and procedures used by all organizations (Federal, State, local, and tribal) for activating, assembling, and transporting all resources that have been requested to respond to or support an incident.

**Multi-agency Coordination Entity:** A multi-agency coordination entity functions within a broader Multi-agency Coordination System. It may establish the priorities among incidents and associated resource allocations, deconflict agency policies, and provide strategic guidance and direction to support incident management activities.

**Multi-agency Coordination Systems:** Multi-agency Coordination Systems provide the architecture to support coordination for incident prioritization, critical resources allocation, communications systems integration, and information coordination. The components of Multi-agency Coordination Systems include facilities, equipment, emergency operation centers (EOCs), specific multi-agency coordination entities, personnel, procedures, and communications. These systems assist agencies and organizations to fully integrate the subsystems of the NIMS.

**Multi-jurisdictional Incident:** An incident requiring action from multiple agencies that

each have jurisdiction to manage certain aspects of an incident. In ICS, these incidents will be managed under Unified Command.

**Mutual-Aid Agreement:** Written agreement between agencies and/or jurisdictions that they will assist one another on request, by furnishing personnel, equipment, and/or expertise in a specified manner.

**National:** Of a nationwide character, including the Federal, State, local, and tribal aspects of governance and polity.

**National Disaster Medical System:** A cooperative, asset-sharing partnership between the U.S. Department of Health and Human Services, the U.S. Department of Veterans Affairs, the U.S. Department of Homeland Security, and the U.S. Department of Defense. NDMS provides resources for meeting the continuity of care and mental health services requirements of the Emergency Support Function 8 in the Federal Response Plan.

**National Incident Management System:** A system mandated by HSPD-5 that provides a consistent nationwide approach for federal, state, local, and tribal governments; the private-sector, and nongovernmental organizations to work effectively and efficiently together to prepare for, respond to, and recover from domestic incidents, regardless of cause, size, or complexity. To provide for interoperability and compatibility among Federal, State, local, and tribal capabilities, the NIMS includes a core set of concepts, principles, and terminology. HSPD-5 identifies these as the ICS; Multi-agency Coordination Systems; training; identification and management of resources (including systems for classifying types of resources); qualification and certification; and the collection, tracking, and reporting of incident information and incident resources.

**National Response Plan:** A plan mandated by HSPD-5 that integrates Federal domestic prevention, preparedness, response, and recovery plans into one all-discipline, all-hazards plan.

**Nongovernmental Organization:** An entity with an association that is based on interests of its members, individuals, or institutions and that is not created by a government, but may work cooperatively with government. Such organizations serve a public purpose, not a private benefit. Examples of NGOs include faith-based charity organizations and the American Red Cross.

**Operational Period:** The time scheduled for executing a given set of operation actions, as specified in the Incident Action Plan. Operational periods can be of various lengths, although usually not over 24 hours.

**Operations Section:** The section responsible for all tactical incident operations. In ICS, it normally includes subordinate branches, divisions, and/or groups.

**Personnel Accountability:** The ability to account for the location and welfare of incident personnel. It is accomplished when supervisors ensure that ICS principles and processes are functional and that personnel are working within established incident management guidelines.

**Planning Meeting:** A meeting held as needed prior to and throughout the duration of an incident to select specific strategies and tactics for incident control operations and for service and support planning. For larger incidents, the planning meeting is a major element in the development of the Incident Action Plan.

**Planning Section:** Responsible for the collection, evaluation, and dissemination of operational information related to the incident, and for the preparation and documentation of the IAP. This section also maintains information on the current and forecasted situation and on the status of resources assigned to the incident.

**Preparedness:** The range of deliberate, critical tasks and activities necessary to build, sustain, and improve the operational capability to prevent, protect against, respond to, and recover from domestic incidents. Preparedness is a continuous process. Preparedness involves efforts at all levels of government and between government and private-sector and non-governmental organizations to identify threats, determine vulnerabilities, and identify required resources. Within the NIMS, preparedness is operationally focused on establishing guidelines, protocols, and standards for planning, training and exercises, personnel qualification and certification, equipment certification, and publication management.

**Preparedness Organizations:** The groups that provide interagency coordination for domestic incident management activities in a non-emergency context. Preparedness organizations can include all agencies with a role in incident management, for prevention, preparedness, response, or recovery activities. They represent a wide variety of committees, planning groups, and other organizations that meet and coordinate to ensure the proper level of planning, training, equipping, and other preparedness requirements within a jurisdiction or area.

**Prevention:** Actions to avoid an incident or to intervene to stop an incident from occurring. Prevention involves actions to protect lives and property. It involves applying intelligence and other information to a range of activities that may include such countermeasures as deterrence operations; heightened inspections; improved surveillance and security operations; investigations to determine the full nature and source of the threat; public health and agricultural surveillance and testing processes; immunizations, isolation, or quarantine; and, as appropriate, specific law enforcement operations aimed at deterring, preempting, interdicting, or disrupting illegal activity and apprehending potential perpetrators and bringing them to justice.

**Private Sector:** Organizations and entities that are not part of any governmental structure. It includes for-profit and not-for-profit organizations, formal and informal structures, commerce and industry, and private voluntary organizations (PVO).

**Processes:** Systems of operations that incorporate standardized procedures, methodologies, and functions necessary to provide resources effectively and efficiently. These include resource typing, resource ordering and tracking, and coordination.

**Public Information Officer:** A member of the Command Staff responsible for interfacing

with the public and media or with other agencies with incident-related information requirements. Often referred to as the PIO. This position is traditionally filled by the Clerk's office.

**Qualification and Certification:** This subsystem provides recommended qualification and certification standards for emergency responder and incident management personnel. It also allows the development of minimum standards for resources expected to have an interstate application. Standards typically include training, currency, experience, and physical and medical fitness.

**Radiological Defense (RADEF):** The organized effort, through warning, detection, and preventative and remedial measures, to minimize the effect of nuclear radiation on people and resources.

**Reception Area:** This refers to location separate from staging areas, where resources report in for processing and out-processing. Reception Areas provide accountability, security, situational awareness briefings, safety awareness, distribution of IAPs, supplies and equipment, feeding, and bed down.

**Recovery:** The development, coordination, and execution of service- and site-restoration plans; the reconstitution of government operations and services; individual, private sector, non-governmental and public-assistance programs to provide housing and to promote restoration; long-term care and treatment of affected persons; additional measures for social, political, environmental, and economic restoration; evaluation of the incident to identify lessons learned; post-incident reporting; and development of initiatives to mitigate the effects of future incidents.

**Recovery Plan:** A plan developed by a state, local, or tribal jurisdiction with assistance from responding federal agencies to restore the affected area.

**Resources:** Personnel and major items of equipment, supplies, and facilities available or potentially available for assignment to incident operations and for which status is maintained. Resources are described by kind and type and may be used in operational support or supervisory capacities at an incident or at an EOC.

**Resource Management:** Efficient incident management requires a system for identifying available resources at all jurisdictional levels to enable timely and unimpeded access to resources needed to prepare for, respond to, or recover from an incident. Resource management under the NIMS includes mutual-aid agreements; the use of special federal, state, county, local, and tribal teams; and resource mobilization protocols.

**Resources Unit:** Functional unit within the Planning Section responsible for recording the status of resources committed to the incident. This unit also evaluates resources currently committed to the incident, the effects additional responding resources will have on the incident, and anticipated resource needs.

**Response:** Activities that address the short-term, direct effects of an incident. Response includes immediate actions to save lives, protect property, and meet basic human needs.

Response also includes the execution of emergency operations plans and of mitigation activities designed to limit the loss of life, personal injury, property damage, and other unfavorable outcomes. As indicated by the situation, response activities include applying intelligence and other information to lessen the effects or consequences of an incident; increased security operations; continuing investigations into nature and source of the threat; ongoing public health and agricultural surveillance and testing processes; immunizations, isolation, or quarantine; and specific law enforcement operations aimed at preempting, interdicting, or disrupting illegal activity, and apprehending actual perpetrators and bringing them to justice.

**Safety Officer:** A member of the Command Staff responsible for monitoring and assessing safety hazards or unsafe situations and for developing measures for ensuring personnel safety.

**Section:** The organizational level having responsibility for a major functional area of incident management, e.g., Operations, Planning, Logistics, Finance/Administration, and Intelligence (if established). The section is organizationally situated between the branch and the Incident command.

**Span of Control:** The number of individuals a supervisor is responsible for, usually expressed as the ratio of supervisors to individuals. (Under the NIMS, an appropriate span of control is between 1:3 to 1:7).

**Staging Area:** Location established where resources can be placed while awaiting a tactical assignment. The Operations Section manages Staging Areas.

**State of Disaster:** A declaration by executive order or proclamation by the Governor under the provisions of Act 390. P.A. 1976, which activates the emergency operations plans and authorizes deployment and use of any forces to which the plan or plans apply.

**State of Emergency:** A declaration by a Mayor pursuant to the local resolution which activates the disaster response and recovery aspects of the Emergency Operations Plan and authorizes the deployment and use of any emergency services forces to which the Plan applies.

**Strategic:** Strategic elements of incident management are characterized by continuous long-term, high-level planning by organizations headed by elected or other senior officials. These elements involve the adoption of long-range goals and objectives, the setting of priorities; the establishment of budgets and other fiscal decisions, policy development, and the application of measures of performance or effectiveness.

**Strike Team:** A set number of resources of the same kind and type that have an established minimum number of personnel.

**Strategy:** The general direction selected to accomplish incident objectives set by the IC.

**Supporting Technologies:** Any technology that may be used to support the NIMS is included in this subsystem. These technologies include orthophoto mapping, remote

automatic weather stations, infrared technology, and communications, among various others.

**Task Force:** Any combination of resources assembled to support a specific mission or operational need. All resource elements within a Task Force must have common communications and a designated leader.

**Technical Assistance:** Support provided to state, county, local, and tribal jurisdictions when they have the resources but lack the complete knowledge and skills needed to perform a required activity (such as mobile-home park design and hazardous material assessments).

**Terrorism:** Under the Homeland Security Act of 2002, terrorism is defined as activity that involves an act dangerous to human life or potentially destructive of critical infrastructure or key resources and is a violation of the criminal laws of the United States or of any State or other subdivision of the United States in which it occurs and is intended to intimidate or coerce the civilian population or influence a government or affect the conduct of a government by mass destruction, assassination, or kidnapping. See Section 2(15), Homeland Security Act of 2002, Pub. L. 107-296, 116 Stat. 2135 (2002).

**Threat:** An indication of possible violence, harm, or danger.

**Tools:** Those instruments and capabilities that allow for the professional performance of tasks, such as information systems, agreements, doctrine, capabilities, and legislative authorities.

**Tribal:** Any Indian tribe, band, nation, or other organized group or community, including any Alaskan Native Village as defined in or established pursuant to the Alaskan Native Claims Settlement Act (85 stat. 688) [43 U.S.C.A. and 1601 et seq.), that is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

**Type:** A classification of resources in the ICS that refers to capability. Type 1 is generally considered to be more capable than Types 2, 3, or 4, respectively, because of size; power; capacity; or, in the case of incident management teams, experience and qualifications.

**Unified Area Command:** A Unified Area Command is established when incidents under an Area Command are multi-jurisdictional. (See Area Command).

**Unified Command:** An application of ICS used when there is more than one agency with incident jurisdiction or when incidents cross-political jurisdictions. Agencies work together through the designated members of the UC, often the senior person from agencies and/or disciplines participating in the UC, to establish a common set of objectives and strategies and a single IAP.

**Unit:** The organizational element having functional responsibility for a specific incident planning, logistics, or finance/administration activity.

**Unity of Command:** The concept by which each person within an organization reports to one and only one designated person. The purpose of unity of command is to ensure unity of effort under one responsible commander for every objective.

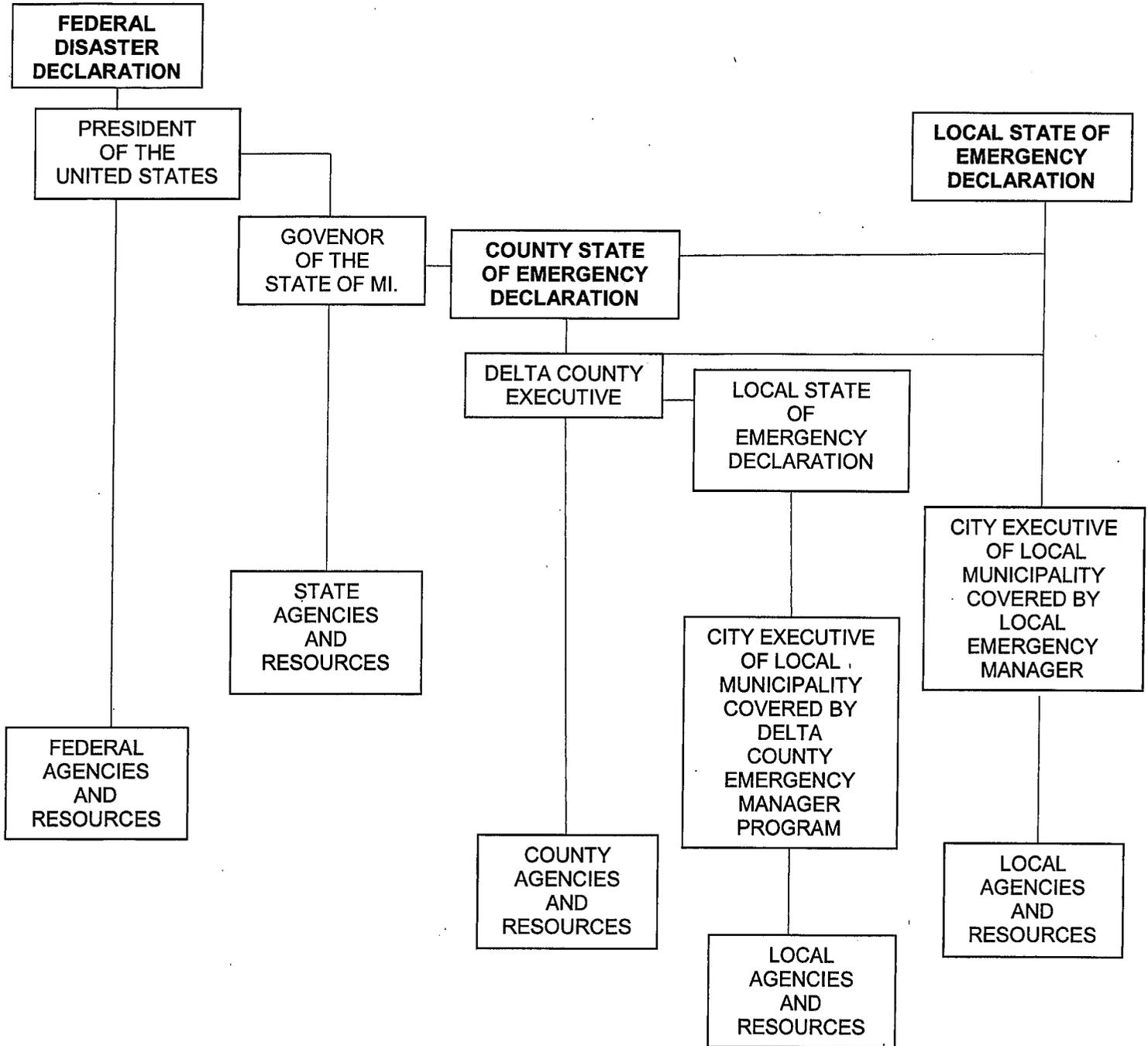
**Volunteer:** For purposes of the NIMS, a volunteer is any individual accepted to perform services by the lead agency, which has authority to accept volunteer services, when the individual performs services without promise, expectation, or receipt of compensation for services performed. See, e.g., 16 U.S.C. 742f(c) and 29 CFR 553.101.

**Weapon of Mass Destruction:** A destructive device designed, intended or deployed to cause death or serious bodily harm through release, dissemination or impact of biological agents or weapons involving a disease organism, toxins, poisonous chemicals, high explosives, dangerous radiation or radioactivity at a level dangerous to human life.

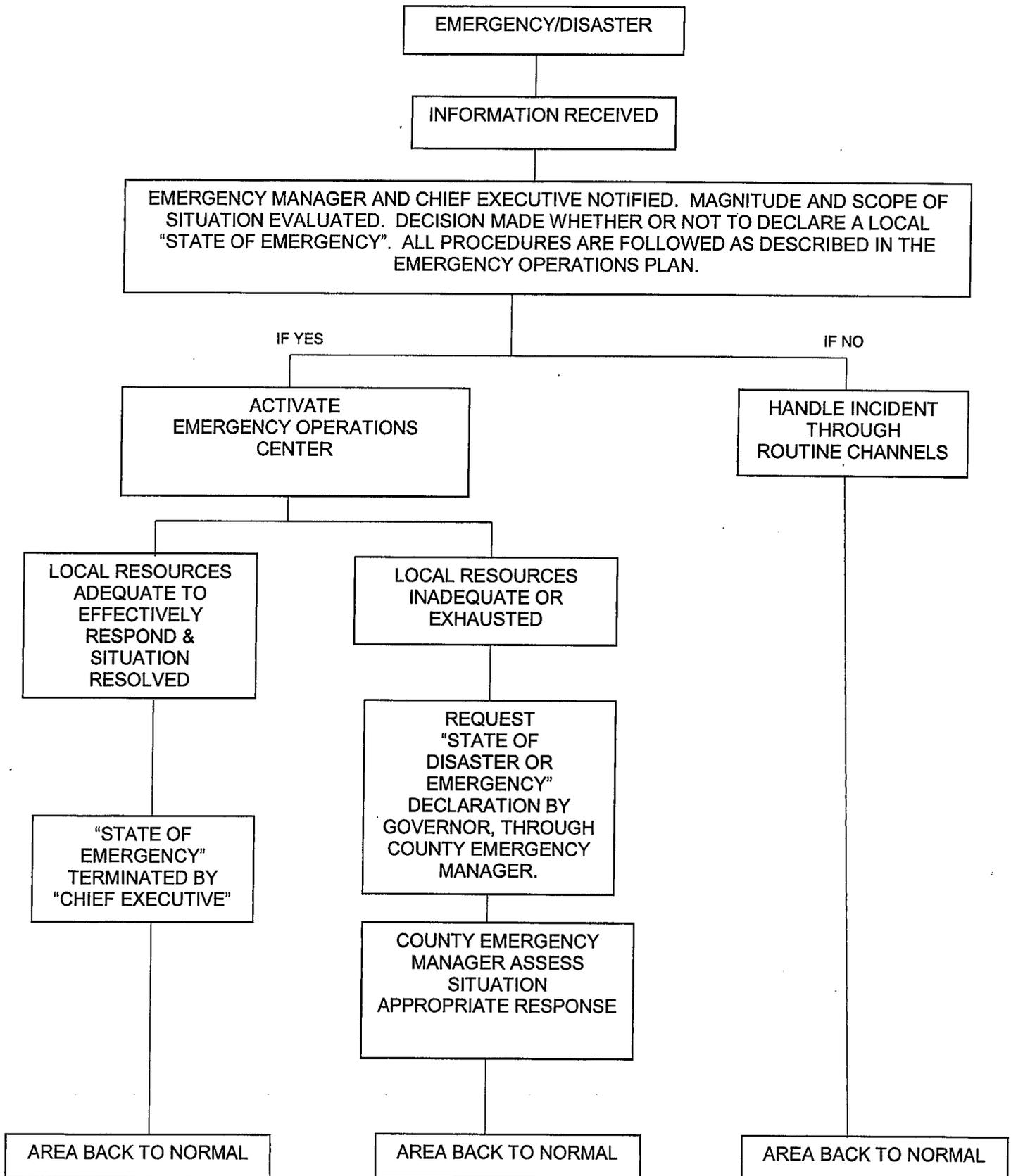
## ACRONYMS

<b>ALS</b>	Advanced Life Support
<b>CBRNE</b>	Chemical Biological Radiological Nuclear and Explosive
<b>CISM</b>	Critical Incident Stress Management
<b>CIMS</b>	Critical Incident Management System
<b>CLEMIS</b>	Courts & Law Enforcement Management Information System
<b>COG</b>	Continuity of Government
<b>DOC</b>	Department Operations Center
<b>EAG</b>	Emergency Action Guideline
<b>EAS</b>	Emergency Alert System
<b>EMAC</b>	Emergency Management Assistant Compact
<b>EMHSD-MSP</b>	Emergency Management & Homeland Security Division of the Michigan State Police
<b>EMS</b>	Emergency Medical Services
<b>EOC</b>	Emergency Operations Center
<b>EOP</b>	Emergency Operations Plan
<b>FEMA</b>	Federal Emergency Management Agency
<b>FOG</b>	Field Operations Guide
<b>HAZMAT</b>	Hazardous Material
<b>HSPD-5</b>	Homeland Security Presidential Directive-5
<b>IAP</b>	Incident Action Plan IC Incident Commander
<b>ICP</b>	Incident Command Post
<b>ICS</b>	Incident Command System
<b>IC or UC</b>	Incident Command or Unified Command
<b>IMT</b>	Incident Management Team
<b>JIS</b>	Joint Information System
<b>JIC</b>	Joint Information Center
<b>LEIN</b>	Law Enforcement Information Network
<b>LEPC</b>	Local Emergency Planning Committee
<b>LO</b>	Liaison Officer
<b>MOOT</b>	Michigan Department of Transportation
<b>MEPP</b>	Michigan Emergency Preparedness Plan
<b>MDC</b>	Mobile Data Computer
<b>MDEQ</b>	Michigan Department of Environmental Quality
<b>MOU</b>	Memorandum of Understanding
<b>NDMS</b>	National Disaster Medical System
<b>NGO</b>	Nongovernmental Organization
<b>NIMS</b>	National Incident Management System
<b>NRP</b>	National Response Plan
<b>POLREP</b>	Pollution Report
<b>PIO</b>	Public Information Officer
<b>PVO</b>	Private Voluntary Organizations
<b>R&amp;D</b>	Research and Development
<b>RADEF</b>	Radiological Defense
<b>RESTAT</b>	Resources Status
<b>ROSS</b>	Resource Ordering and Status System
<b>SDO</b>	Standards Development Organizations
<b>SITREP</b>	Situation Report
<b>SO</b>	Safety Officer
<b>SOP</b>	Standard Operating Procedure
<b>TAT</b>	Threat Assessment Team
<b>UC</b>	Unified Command
<b>US&amp;R</b>	Urban Search and Rescue

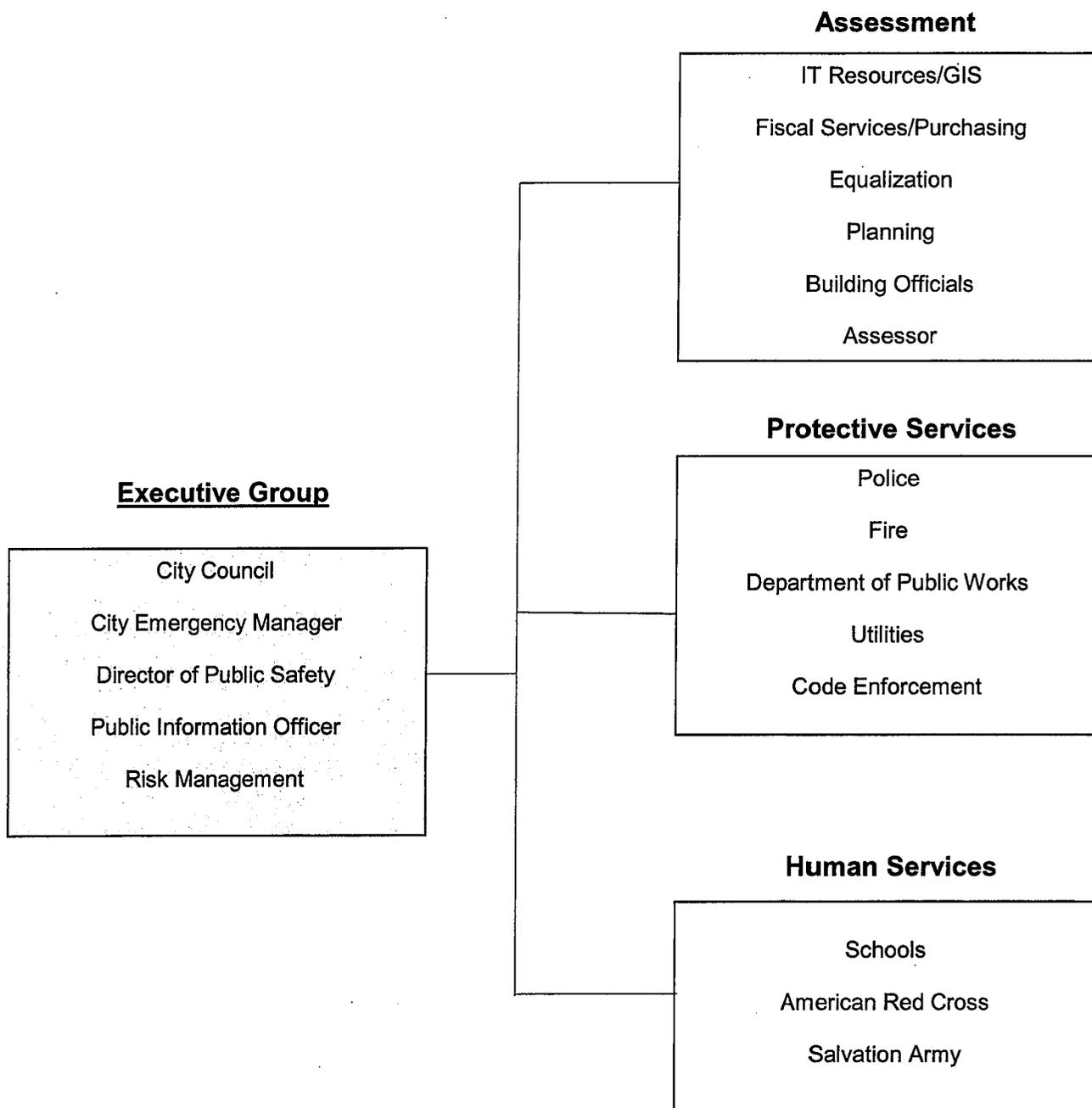
### EMERGENCY MANAGEMENT SYSTEM



### EMERGENCY RESPONSE FLOW CHART



**EMERGENCY OPERATIONS CENTER ORGANIZATIONAL CHART**





NB # 4  
cc 11/17/16

TO: JIM O'TOOLE, CITY MANAGER  
FROM: CAROLYN STACEY  
SUBJECT: ACCEPTANCE OF GRANT FUNDING, LIBRARY WIRING PROJECT  
DATE: 11/7/2016

The Universal Service Fund (USF) is a system of telecommunications subsidies and fees managed by the United States Federal Communications Commission intended to promote universal access to telecommunications services in the United States

Each year, the library applies for this funding under the Schools and Libraries division of the program, commonly known as "e-rate." For the past 18 years, the library has received a 70% discount on Internet services through e-rate.

In 2016, the library applied for funding to upgrade internal wiring through e-rate. Existing wiring in the library was installed prior to 1994. To receive the full benefit of the current fiber infrastructure, data cabling and network drops must be CAT 6. Additionally, data ports must be properly installed and labeled for better network stability and to adequately support the new VOIP phone system.

The e-rate program is strictly regulated and any application must conform to a set of rules, which include a requirement that a competitive bid process must take place prior to the award of funds. In compliance with these rules, the library issued an RFP for the wiring project on April 26, 2016 and posted it 28 days, as required by law. The library received one response to the RFP from Solutions, Inc., a bid of \$15,997. This information was used to submit the application as required on May 25, 2016.

USF has awarded the library \$11,198.00, or 70% of this total. The remainder of the project cost is \$4,799, which will be funded by the Friends of the Escanaba Public Library technology fund. With this memo, the library requests that Council accept the Universal Service Fund award in the amount of \$11,198.00 and award the contract to Solutions, for the amount of \$15,997.00

ATTACHMENTS:

Funding Commitment Decision Letter  
Request for Proposal  
Solutions Bid

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400 Ludington Street Escanaba, Michigan 49829 (906) 789-7323

[www.escanabalibrary.org](http://www.escanabalibrary.org)



## Description of Services Ordered and Certification Form 471

### FCC Form 471

#### Application Information

<b>Nickname</b>	DataWiring2016	<b>Application Number</b>	161052771
<b>Funding Year</b>	2016	<b>Category of Service</b>	Category 2

#### Billed Entity

ESCANABA PUBLIC LIBRARY  
400 LUDINGTON ST ESCANABA MI 49829 - 3924  
906-789-7332  
cstacey@escanaballibrary.org

#### Contact Information

Carolyn Stacey  
906-789-7332  
cstacey@escanaballibrary.org

**Billed Entity Number** 131723  
**FCC Registration Number** 0011945961  
**Applicant Type** Library

#### Entity Information

##### Library Entity - Details

BEN	Name	FSCS Code	Locale Code	Urban/Rural	Total Square Footage	School District Name	School District BEN	Library Attributes
131723	ESCANABA PUBLIC LIBRARY			Rural	17000	ESCANABA AREA SCHOOL DIST	131725	Public Library; Main Branch

#### Related Entity Information

##### Discount Rate

Associated School District Full-time Enrollment	Associated School District NSLP Count	Associated School District NSLP Percentage	Library Urban/Rural Status	Category One Discount Rate	Category Two Discount Rate	Voice Discount Rate
2325	1081	47.0%	Rural	70%	70%	30%

#### Funding Request for FRN #1699121431

**Funding Request Nickname:** DataWiring  
**Service Type:** Internal Connections

#### Agreement Information - Contract

**Contract Number** 05252016 **Account Number** new account  
**Establishing FCC Form 470** 160045504

Was an FCC Form 470 posted for the product and/or services you are requesting? Yes

Award Date May 25, 2016

How many bids were received for this contract? 1

What is the service start date? July 01, 2016

Service Provider Solutions Telecommunications Specialists, Inc. (SPN: 143010387)

Based on State Master Contract? No

Based on a multiple award schedule? No

Includes Voluntary Extensions? No

Remaining Voluntary Extensions

Total Remaining Contract Length

What is the date your contract expires for the current term of the contract? June 30, 2017

**Pricing Confidentiality**

Is there a statute, rule, or other restriction which prohibits publication of the specific pricing information for this contract? No

**Narrative**

Install/Upgrade data communications cable and connectors necessary to facilitate internal broadband and support two WiFi Access Points for public library users. Access Points and Gbps switches already purchased with local library funding and not included in this ERate application. The definition of 'units' that I entered in each line item is not showing up in the .pdf review. For that reason, I will repeat the definition used for 'unit' for each line item. UNITS of measure are as follows: Cable; \$3720; Unit: "100 feet"; total cable wiring is 12,000 feet Cable management panel Unit "each" Quantity 2 Rack Shelf; Unit: "each" Quantity 1 Wall mount bracket Unit: "each" Quantity 1 Faceplates Unit: "each" Quantity 71 Jacks Unit: "each" Quantity 71 Patch Panel Nextspeed; Unit: "each" Quantity 1

**Line Item # 1699121431.001**

**Product and Service Details**

Type of Internal Connection Cabling/Connectors Type of Product Cabling

Make Hubbell Model General Cabnie 7131800 Category 6 Plenum cable

Is installation included in Price? No Is the hardware for this FRN line item leased? No

**Cost Calculation for FRN Line Item # 1699121431.001**

Monthly Cost	
Monthly Recurring Unit Cost	\$0.00
Monthly Recurring Unit Ineligible Costs	- \$0.00
Monthly Recurring Unit Eligible Costs	= \$0.00
Monthly Quantity	x 0
Units	0

One-Time Cost	
One-time Unit Cost	\$31.00
One-time Ineligible Unit Costs	- \$0.00
One-time Eligible Unit Cost	= \$31.00
One-time Quantity	x 120
Total Eligible One-time Costs	= \$3,720.00

Total Monthly Eligible Recurring Costs	= \$0.00
Months of Service	x 12
Total Eligible Recurring Costs	= \$0.00

<b>Summary</b>	
Total Eligible Recurring Costs	\$0.00
Total Eligible One-time Costs	+ \$3,720.00
Pre-Discout Extended Eligible Line Item Cost	= \$3,720.00

**Recipients of Services**

BEN	Name	Amount
131723	ESCANABA PUBLIC LIBRARY	\$3,720.00

**Line Item # 1699121431.002**

**Product and Service Details**

Type of Internal Connection	Cabling/Connectors	Type of Product	Connectors
Make	Hubbell	Model	P6E96U Nextspeed 96 port Universal Patch Panel Category 6

Is installation included in Price?No

Is the hardware for this FRN lineNo  
item leased?

**Cost Calculation for FRN Line Item # 1699121431.002**

<b>Monthly Cost</b>	
Monthly Recurring Unit Cost	\$0.00
Monthly Recurring Unit Ineligible Costs	- \$0.00
Monthly Recurring Unit Eligible Costs	= \$0.00
Monthly Quantity	x 0
Units	0
Total Monthly Eligible Recurring Costs	= \$0.00
Months of Service	x 12
Total Eligible Recurring Costs	= \$0.00

<b>One-Time Cost</b>	
One-time Unit Cost	\$732.30
One-time Ineligible Unit Costs	- \$0.00
One-time Eligible Unit Cost	= \$732.30
One-time Quantity	x 1
Total Eligible One-time Costs	= \$732.30
<b>Summary</b>	
Total Eligible Recurring Costs	\$0.00
Total Eligible One-time Costs	+ \$732.30
Pre-Discout Extended Eligible Line Item Cost	= \$732.30

**Recipients of Services**

BEN	Name	Amount
131723	ESCANABA PUBLIC LIBRARY	\$732.30

**Line Item # 1699121431.003**

**Product and Service Details**

Type of Internal Connection	Cabling/Connectors	Type of Product	Connectors
Make	Hubbell	Model	HXJ6GN Nextspeed Jacks Category 6 (green)

Is installation included in Price?No

Is the hardware for this FRN lineNo  
item leased?

**Cost Calculation for FRN Line Item # 1699121431.003**

Monthly Cost	
Monthly Recurring Unit Cost	\$0.00
Monthly Recurring Unit Ineligible Costs	- \$0.00
Monthly Recurring Unit Eligible Costs	= \$0.00
Monthly Quantity	x 0
Units	0
Total Monthly Eligible Recurring Costs	= \$0.00
Months of Service	x 12
Total Eligible Recurring Costs	= \$0.00

One-Time Cost	
One-time Unit Cost	\$8.16
One-time Ineligible Unit Costs	- \$0.00
One-time Eligible Unit Cost	= \$8.16
One-time Quantity	x 71
Total Eligible One-time Costs	= \$579.36
Summary	
Total Eligible Recurring Costs	\$0.00
Total Eligible One-time Costs	+ \$579.36
Pre-Discount Extended Eligible Line Item Cost	= \$579.36

**Recipients of Services**

BEN	Name	Amount
131723	ESCANABA PUBLIC LIBRARY	\$579.36

**Line Item # 1699121431.004**

**Product and Service Details**

Type of Internal Connection    Cabling/Connectors                      Type of Product                      Connectors  
 Make    Hubbell    Model    IFP12XX Faceplates 2 port  
 Is installation included in Price? No    Is the hardware for this FRN line item leased? No

**Cost Calculation for FRN Line Item # 1699121431.004**

Monthly Cost	
Monthly Recurring Unit Cost	\$0.00
Monthly Recurring Unit Ineligible Costs	- \$0.00
Monthly Recurring Unit Eligible Costs	= \$0.00
Monthly Quantity	x 0
Units	0
Total Monthly Eligible Recurring Costs	= \$0.00
Months of Service	x 12
Total Eligible Recurring Costs	= \$0.00

One-Time Cost	
One-time Unit Cost	\$1.71
One-time Ineligible Unit Costs	- \$0.00
One-time Eligible Unit Cost	= \$1.71
One-time Quantity	x 71
Total Eligible One-time Costs	= \$121.41
Summary	
Total Eligible Recurring Costs	\$0.00
Total Eligible One-time Costs	+ \$121.41
Pre-Discount Extended Eligible Line Item Cost	= \$121.41

**Recipients of Services**

BEN	Name	Amount
131723	ESCANABA PUBLIC LIBRARY	\$121.41

**Line Item # 1699121431.005**

**Product and Service Details**

Type of Internal Connection	Racks	Type of Product	Racks & Cabinets
Make	Hubbell	Model	HPWWB6U8 Wall mount bracket bottom hinged

Is installation included in Price?No

Is the hardware for this FRN lineNo item leased?

**Cost Calculation for FRN Line Item # 1699121431.005**

Monthly Cost	
Monthly Recurring Unit Cost	\$0.00
Monthly Recurring Unit Ineligible Costs	- \$0.00
Monthly Recurring Unit Eligible Costs	= \$0.00
Monthly Quantity	x 0
Units	0
Total Monthly Eligible Recurring Costs	= \$0.00
Months of Service	x 12
Total Eligible Recurring Costs	= \$0.00

One-Time Cost	
One-time Unit Cost	\$94.95
One-time Ineligible Unit Costs	- \$0.00
One-time Eligible Unit Cost	= \$94.95
One-time Quantity	x 1
Total Eligible One-time Costs	= \$94.95
Summary	
Total Eligible Recurring Costs	\$0.00
Total Eligible One-time Costs	+ \$94.95
Pre-Discount Extended Eligible Line Item Cost	= \$94.95

**Recipients of Services**

BEN	Name	Amount
131723	ESCANABA PUBLIC LIBRARY	\$94.95

**Line Item # 1699121431.006**

**Product and Service Details**

Type of Internal Connection	Racks	Type of Product	Racks & Cabinets
Make	Hubbell	Model	MCCS19 Rack Shelf

Is installation included in Price?No

Is the hardware for this FRN lineNo item leased?

**Cost Calculation for FRN Line Item # 1699121431.006**

Monthly Cost	
Monthly Recurring Unit Cost	\$0.00
Monthly Recurring Unit Ineligible Costs	- \$0.00
Monthly Recurring Unit Eligible Costs	= \$0.00
Monthly Quantity	x 0
Units	0

One-Time Cost	
One-time Unit Cost	\$52.63
One-time Ineligible Unit Costs	- \$0.00
One-time Eligible Unit Cost	= \$52.63
One-time Quantity	x 1
Total Eligible One-time Costs	= \$52.63
Summary	

Total Monthly Eligible Recurring Costs	= \$0.00
Months of Service	x 12
Total Eligible Recurring Costs	= \$0.00

Total Eligible Recurring Costs	\$0.00
Total Eligible One-time Costs	+ \$52.63
Pre-Discourt Extended Eligible Line Item Cost	= \$52.63

### Recipients of Services

BEN	Name	Amount
131723	ESCANABA PUBLIC LIBRARY	\$52.63

### Line Item # 1699121431.007

#### Product and Service Details

Type of Internal Connection	Racks	Type of Product	Racks & Cabinets
Make	Hubbell	Model	HC219MS1N Cable management panel

Is installation included in Price? No

Is the hardware for this FRN line item leased? No

### Cost Calculation for FRN Line Item # 1699121431.007

Monthly Cost	
Monthly Recurring Unit Cost	\$0.00
Monthly Recurring Unit Ineligible Costs	- \$0.00
Monthly Recurring Unit Eligible Costs	= \$0.00
Monthly Quantity	x 0
Units	0
Total Monthly Eligible Recurring Costs	= \$0.00
Months of Service	x 12
Total Eligible Recurring Costs	= \$0.00

One-Time Cost	
One-time Unit Cost	\$37.49
One-time Ineligible Unit Costs	- \$0.00
One-time Eligible Unit Cost	= \$37.49
One-time Quantity	x 2
Total Eligible One-time Costs	= \$74.98
Summary	
Total Eligible Recurring Costs	\$0.00
Total Eligible One-time Costs	+ \$74.98
Pre-Discourt Extended Eligible Line Item Cost	= \$74.98

### Recipients of Services

BEN	Name	Amount
131723	ESCANABA PUBLIC LIBRARY	\$74.98

### Line Item # 1699121431.008

#### Product and Service Details

Type of Internal Connection	Miscellaneous	Type of Product	Installation, Activation, & Initial Configuration
Make	Other	Model	Installation Activation Initial Configuration

Is installation included in Price? Yes

Is the hardware for this FRN line item leased? No

**Cost Calculation for FRN Line Item # 1699121431.008**

Monthly Cost	
Monthly Recurring Unit Cost	\$0.00
Monthly Recurring Unit Ineligible Costs	- \$0.00
Monthly Recurring Unit Eligible Costs	= \$0.00
Monthly Quantity	x 0
Units	0
Total Monthly Eligible Recurring Costs	= \$0.00
Months of Service	x 12
Total Eligible Recurring Costs	= \$0.00

One-Time Cost	
One-time Unit Cost	\$81.71
One-time Ineligible Unit Costs	- \$0.00
One-time Eligible Unit Cost	= \$81.71
One-time Quantity	x 130
Total Eligible One-time Costs	= \$10,622.30
Summary	
Total Eligible Recurring Costs	\$0.00
Total Eligible One-time Costs	+ \$10,622.30
Pre-Discount Extended Eligible Line Item Cost	= \$10,622.30

**Recipients of Services**

BEN	Name	Amount
131723	ESCANABA PUBLIC LIBRARY	\$10,622.30

**FRN Calculation for FRN #1699121431**

Monthly Charges	
Total Monthly Recurring Charges	\$0.00
Total Monthly Ineligible Charges	- \$0.00
Total Monthly Eligible Charges	= \$0.00
Total Number of Months of Service	x 12
Total Eligible Pre-Discount Recurring Charges	= \$0.00

Total Requested Amount	
Total Eligible Pre-Discount Recurring Charges	\$0.00
Total Eligible Pre-Discount One-Time Charges	+ \$15,997.93
Total Pre-Discount Charges	= \$15,997.93
Discount Rate	70%
Funding Commitment Request	= \$11,198.55

One-Time Charges	
Total One-Time Charges	\$15,997.93
Total Ineligible One-Time Charges	- \$0.00
Total Eligible Pre-Discount One-Time Charges	= \$15,997.93

**Connectivity Questions**

**Per Entity Basis Questions**

Entity Name ESCANABA PUBLIC LIBRARY Entity Number 131723

What is the total bandwidth speed from this location (including non E-rate supported services)?

Download Speed 25.00 Download Speed Units Mbps

Upload Speed 25.00 Upload Speed Units Mbps

What is the predominant connection type coming to this location? Fiber

How sufficient is the quality of the Wi-Fi at this location? Never

What are your biggest barriers to having a robust internal network in your classrooms at this location?

Other

If Other, please specify

Data wiring needs to be upgraded to Category 6.

**Certifications**

I certify that the entities listed in this application are eligible for support because they are libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any schools, including, but not limited to, elementary, secondary schools, colleges, or universities.

I certify that the entity I represent or the entities listed on this application have secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that the entities I represent or the entities listed on this application have secured access to all of the resources to pay the discounted charges for eligible services from funds to which access has been secured in the current funding year. I certify that the Billed Entity will pay the non-discount portion of the cost of the goods and services to the service provider(s).

**Total Funding Summary**

Below is a summary of the total line item costs on this FCC Form 471:

Summary	
Total funding year pre-discount eligible amount on this FCC Form 471	\$15,997.93
Total funding commitment request amount on this FCC Form 471	\$11,198.55
Total applicant non-discount share of the eligible amount	\$4,799.38
Total budgeted amount allocated to resources not eligible for E-rate support	\$1,000.00
Total amount necessary for the applicant to pay the non-discount share of eligible and any ineligible amounts	\$5,799.38
Are you receiving any of the funds directly from a service provider listed on any of the FCC Forms 471 filed by this Billed Entity for this funding year?	No
Has a service provider listed on any of the FCC Forms 471 filed by this Billed Entity for this funding year assisted you in locating funds needed to pay your non-discounted share?	No

I certify an FCC Form 470 was posted and that any related RFP was made available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted were carefully considered and the most cost-effective service offering was selected, with price being the primary factor considered, and is the most cost-effective means of meeting educational needs and technology goals.

I certify that the entity responsible for selecting the service provider(s) has reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that the entity or entities listed on this application have complied with them.

I certify that the services the applicant purchases at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes, see 47 C.F.R. § 54.500 and will not be sold, resold or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. § 54.513. Additionally, I certify that the entity or entities listed on this application have not received anything of value or a promise of anything of value, as prohibited by the Commission's rules at 47 C.F.R. § 54.503(d), other than services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.

I certify that I and the entity(ies) I represent have complied with all program rules and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. There are signed contracts or other legally binding agreements covering all of the services listed on this FCC Form 471 except for those services provided under non-contracted tariffed or month-to-month arrangements. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.

I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.

I certify that I will retain required documents for a period of at least 10 years (or whatever retention period is required by the rules in effect at the time of this certification) after the later of the last day of the applicable funding year or the service delivery deadline for the associated funding request. I acknowledge that I may be audited pursuant to participation in the schools and libraries program. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to USAC.

I certify that I am authorized to order telecommunications and other supported services for the eligible entity(ies) listed on this application. I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this application, that I have examined this request, that all of the information on this form is true and correct to the best of my knowledge, that the entities that are receiving discounts pursuant to this application have complied with the terms, conditions and purposes of the program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001 and civil violations of the False Claims Act.

I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed, and will notify USAC should I be informed or become aware that I or any of the entities listed on this application, or any person associated in any way with my entity and/or the entities listed on this application, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the schools and libraries support mechanism.

I certify that if any of the Funding Requests on this FCC Form 471 are for discounts for products or services that contain both eligible and ineligible components, that I have allocated the eligible and ineligible components as required by the Commission's rules at 47 C.F.R. § 54.504.

## **Notice**

Section 54.504 of the Federal Communications Commission's rules requires all schools and libraries ordering services that are eligible for and seeking universal service discounts to submit an application for such discounts by filing this Services Ordered and Certification Form (FCC Form 471) with the Universal Service Administrator. 47 C.F.R. § 54.504. The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended, 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the application requirements for universal service discounts contained in 47 C.F.R. § 54.504. Schools and libraries must file this form themselves or as part of a consortium. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving your application for universal service discounts is in the public interest. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application for universal service discounts may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, consistent with the Communications Act of 1934, FCC regulations and orders, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law, information provided in or submitted with this form or in response to subsequent inquiries may be disclosed to the public. If you owe a past due debt to the Federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized. If you do not provide the information we request on the form, the FCC or the Universal Service Administrator may delay processing of your application for universal service discounts or may return your application without action. The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq. Public reporting burden for this collection of information is estimated to average 4.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554. We also will accept your comments via the email if you send them to [PRA@FCC.gov](mailto:PRA@FCC.gov). DO NOT SEND COMPLETED WORKSHEETS TO THESE ADDRESSES.

## **Authorized Person**

<b>Title:</b>	Library Director	<b>Name:</b>	Carolyn Stacey
<b>Phone:</b>	906-789-7332	<b>Email:</b>	<a href="mailto:cstacey@escanabalibrary.org">cstacey@escanabalibrary.org</a>
<b>Address:</b>	400 LUDINGTON ESCANABA MI 49829	<b>Employer:</b>	Carolyn Stacey

## **Certified Timestamp**

25-May-2016 13:29:35 EDT



www.solutionstel.com

## TELECOMMUNICATIONS

*Answering Tomorrow's Needs Today*

712 Ludington Street • Escanaba, Michigan 49829  
800-662-2172 • 906-789-3780 • Fax 906-789-3782

**CAT 6 CABLING**  
**ESCANABA PUBLIC LIBRARY**  
**400 LUDINGTON STREET**  
**ESCANABA, MI 49829**  
Library 906-786-7332  
Jean Montgomery 906-228-7697

.....  
*May 23, 2016*

### **HUBBELL PREMISE XCELERATOR CATEGORY 6 CABLING**

Install and test 71 cables in Escanaba Public Library with Cat 6 cabling and components, 71 runs throughout the library see list from RFP. Install a 96-port patch panel and rack near fiber panel. Install faceplates and jacks as needed per RFP. Reusing any cable supports within the ceiling

*J. Provide the name, title and telephone number of the support manager responsible for installations.*

Joe Mayville: Vice-President/Technical Engineer 906-789-3780

*K. List 3 references in the Michigan or Wisconsin area for which the company has installed data communication wiring. List contact name and telephone number.*

See the Attached Reference Sheet

**L. Provide the Contractor's qualifications:**

See the Attached Cover letter

### **2.1 PROJECT**

Cat 6 cabling drops throughout the Escanaba Public Library broken down as follows:

Directors Office 3 drops

Adult Services and ILL Office 5 drops

Workroom

Outside wall 6 drops

Inside wall 5 drops

Shipping room 1 drop

Circ Desk 5 drops

Public Computers

Catalog/Express 6 drops

Public 9 -11 3 drops

Public 1 -8 8 drops

Microfilm Room 2 drops

Reference desk 4 drops

Children's area



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## TELECOMMUNICATIONS

*Answering Tomorrow's Needs Today*

Children's staff desk 2 drops  
Children's Circ Desk and Computers 5 drops  
Children's Pac 1 drop  
Children's Program area 2 drops  
Genealogy 1 drop  
Quiet Study Room 3 drops  
Friends Room 2 drops  
Outside of Friends area (wireless now) 2 drops  
Book Drop/Pickup window 1 drop  
End cap of non-fiction stacks 2 drops  
Floor electrical ports 2 drops  
TOTAL NUMBER OF DROPS: 71

### Hubbell Specifications:

All components verified Category 6 component compliant; UL verified Category 6; UL verified positive PSACR if 10dB @ 250 MHz with approved cable; Laboratory tested to support IEEE 802.3af DTE power; Third-Party Verified, error free Gigabit Ethernet performance to IEEE 802.3ab specifications; Nose contacts material: Beryllium Copper with a minimum of 50 micro-inch gold plating over nickel under plating.

<u>QUANTITY</u>	<u>DESCRIPTION</u>	
1	P6E96U NEXTSPEED 96 port Universal Patch Panel Category 6	\$732.30
71	HXJ6GN NEXTSPEED Jacks, Category 6 (green)	\$579.36
71	IFP12XX Faceplates 2-port (Color determined by customer)	\$121.41
1	HPWWB6U8 Wall Mount Bracket Bottom Hinged	\$94.95
1	MCCS19 Rack Shelf	\$52.63
2	HC219MS1N Cable management panel	\$74.98
12	General Cable 7131800 CATEGORY 6 PLENUM CABLE 1000' BOX	\$3,720.00
	Labor, Install, Test	\$10,623.15
	Tax Exempt	
	<u>Your Purchase Price</u>	<u>\$15,998.78</u>

INSTALLATION USING EXISTING CONDUIT LOCATIONS AND EXISTING DATA RACK  
PRICE INCLUDES COMPLETE INSTALLATION WITH 1 YEAR WARRANTY

## REQUEST FOR PROPOSAL

Date: April 26, 2016

The **Escanaba Public Library** is issuing an RFP for installation of data communication wiring services.

**Proposals:** Vendor will deliver an original proposal to the following address:

ESCANABA PUBLIC LIBRARY  
400 LUDINGTON STREET  
ESCANABA, MI 49829

**by 10:00 am (eastern) on Tuesday May 24, 2016**

The submission shall include the entire Request for Proposal document, requested attachments, and any amendments if issued.

**Proposals received after the above cited time will be considered a late bid and are not acceptable unless waived by the Library Director.**

- Please direct purchasing and procedural questions regarding this RFP to Library Director: Carolyn Stacey Telephone: (906) 789-7332 Email: [cstacey@escanabalibrary.org](mailto:cstacey@escanabalibrary.org)
- Please direct technical question regarding this RFP to Jean Montgomery at [jmontgom@uproc.lib.mi.us](mailto:jmontgom@uproc.lib.mi.us)
- To schedule a walk through to gather information for this proposal contact Library staff Carolyn Stacey Telephone: (906) 789-7332 Email: [cstacey@escanabalibrary.org](mailto:cstacey@escanabalibrary.org)

Thank you for your interest.

## INTRODUCTION

Escanaba Public Library is soliciting bids for installation of data communication wiring services.

The selected Contractor will be required to provide Category 6 or higher data cabling distribution to support data communications throughout the building.

### 1.1 PROPOSAL TERMS AND RFP INSTRUCTIONS

A. Escanaba Public Library reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the CONTRACTORS qualifications and capabilities to provide the specified service, and other factors that the Library may consider. **The Library reserves the right to negotiate best and final price and specifications.**

B. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. A deadline for submission of RFP's maybe adjusted to allow for revisions.

C. Proposals should be prepared simply and economically providing a straight-forward, concise description of the CONTRACTOR'S ability to meet the requirements of the RFP. Proposals shall be typewritten. No erasures are permitted. Mistakes maybe crossed out and corrected and must be initialed in ink by the person signing the proposal.

D. This work will be contingent on the Library's receipt of a Universal Service Fund ERate Program award. **Work must not begin prior to July 1, 2016.** Proposals must be signed by an official authorized to bind the CONTRACTOR to its provisions. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of an award.

E. After final vendor is selected and procurement is complete, pricing will be public information. Vendor's agreement with the Library must not prohibit publication of pricing information.

#### 1.1.1 BID PROCEDURES

F. Executed contracts must be signed and dated by both parties (vendor and customer). A faxed contract signature will be acceptable.

G. No partial or informal or verbal bids will be accepted.

H. Cost will be the greatest factor in selection of a vendor; however, other information will be considered, including but not limited to the following:

- Reliable, industry-standard equipment identified in bid;
- Vendor's experience with similar projects;
- Vendor's financial stability

The above criteria are not necessarily in their order of importance.

### 1.2 REQUIRED INFORMATION

I. The contractor will maintain at its own expense during the term of this Contract the following insurance:

**1. Worker's Compensation Insurance with Michigan statutory limits and Employers Liability Insurance for each employee**

**2. Comprehensive/Commercial General Liability Insurance**

J. Provide the name, title and telephone number of the support manager responsible for installations.

K. List 3 references in the Michigan or Wisconsin area for which the company has installed data communication wiring. List contact name and telephone number.

L. Provide the Contractor's qualifications:

**1. Total years in business, years in the communications business under the name stated on the Signature Page.**

**2. Number of individuals employed in the installation**

M. Bids must include a detailed list of all items to be purchased with item description, vendor or brand, model, part number, quantity, and cost. (i.e.; Cat 6 wiring (500' ft plenum blue), [brand], [part number], 1 @ \$\_\_\_\_.00).

### **1.3 HOURS OF OPERATION**

A. The Library's normal business hours are Monday - Thursday 10:00 a.m. - 8:00 p.m. \ Friday 10:00 a.m. - 5:00 p.m. \ Saturday 10:00 a.m. - 3:00 p.m.  
CLOSED SUNDAY

B. Off-hours or after hours work is permitted however all after hours work must be approved by the Library Director. Coordination of daily work and schedule is to be confirmed and cleared by the Library Director.

C. Vendor shall clean up daily and leave public traffic areas clear at all times. All trash from the project shall be removed from library property daily.

### **1.4 MATERIALS AND APPLIANCES**

Unless otherwise stipulated, Contractor shall provide and pay for all materials, labor, tools, equipment, transportation and other facilities necessary for the performance and completion of the work.

## 2.1 PROJECT

22 Cat 6 or better cabling drops throughout the Escanaba Public Library broken down as follows:

- Directors Office 3 drops
- Adult Services and ILL Office 5 drops
- Workroom
  - Outside wall 6 drops
  - Inside wall 5 drops
  - Shipping room 1 drop
- Circ Desk 5 drops
- Public Computers
  - Catalog/Express 6 drops
  - Public 9 -11 3 drops
  - Public 1 -8 8 drops
- Microfilm Room 2 drops
- Reference desk 4 drops
- Children's area
  - Children's staff desk 2 drops
  - Children's Circ Desk and Computers 5 drops
  - Children's Pac 1 drop
  - Children's Program area 2 drops
- Genealogy 1 drop
- Quiet Study Room 3 drops
- Friends Room 2 drops
- Outside of Friends area (wireless now) 2 drops
- Book Drop/Pickup window 1 drop
- End cap of non-fiction stacks 2 drops
- Floor electrical ports 2 drops

TOTAL NUMBER OF DROPS: 71

Project will include cabling, connectors, new punch down panel, testing and labeling of all data drops. All drops will terminate back to the fiber connection. No phone cabling will be replaced.

## 2.2 INSTALLATION

1. Pull cable into conduits, or place into raceway or cable tray as specified. Do not exceed 25 Lb. pull force per cable. Use appropriate lubricants as required to reduce pulling friction.
2. All exposed wiring shall be installed in surface raceway.
3. All wiring above ceilings or below access floors shall be installed in cable tray or open-top cable hangers.
4. Cable slack and service loops shall be stored properly above the ceiling or under the access floor.
5. Do not over-tighten cable ties, and do not use staples or clamps to anchor cables. Velcro straps are recommended.

6. Maintain the following clearances from EMI sources:
  1. Power cable: 6 in.
  2. Florescent lights: 12 in.
  3. Transformers and electrical service enclosures: 36 in.
7. Do not install cable in wet areas, or in proximity to hot water pipes or boilers.
8. Cable ends for termination shall be clean and free from crush marks, cuts, or kinks left from pulling operations.
9. Installed cable jackets shall have no abrasions with exposed conductor insulation or bare copper 'shiners". The installer is responsible to replace damaged cables.

### **2.3 TESTING AND ACCEPTANCE**

1. Cables are tested in the fully terminated condition, as part of the installed horizontal cabling system. Jacks in the wall outlet and panels are to be terminated complete, with faceplates assembled complete and properly mounted.
2. Each link or channel in the horizontal cabling system shall be identified and tested individually, using an industry standard level III tester with correct settings.

### **2.4 BID PROCEDURES**

The City of Escanaba requires the submission of sealed bids for Council consideration when the price of one (1) item exceeds \$6,000. The City of Escanaba reserves the right to accept or to reject any or all bids.

### **2.5 USF E-Rate COMPLIANCE**

It is the intention of UPRLC to apply for discounts under the Schools and Libraries E-Rate program. Therefore, Service Providers must participate in the E-Rate program and must comply with all applicable FCC rules. Service Providers must be qualified for USF E-Rate program, have current Service Provider Annual Certification (SPAC) information on file with USAC at the time of the bid, and provide a valid Service Provider Information Number (SPIN) and a valid FCC Registration Number (FCCRN) with the bid response. A SPIN number and FCCRN must be obtained by Service Provider(s) before a response to this RFP is submitted. Service Providers must also indicate whether they have been "red-lighted" by the Federal Communications Commission in the two years prior to the response date of this RFP and, if so, explain why and indicate whether the Service Provider is currently red-lighted. Failure to provide this information, or being red-lighted may be cause for the rejection of a Service Provider's bid.

NB # 5  
CC 11/17/16

MEMORANDUM

To: Jim O'Toole

From: Mike Furmanski *MF*

Date: 08NOV16

Re: Combustion Turbine sale recommendation

We recently issued a Request For Proposal (RFP) for the sale of the Combustion Turbine. This RFP was sent directly to 4 parties and advertised on the City website and the Daily Press. We received 2 phone calls from perspective buyers while the RFP was out. One of these perspective buyers said that there are quite a few combustion turbines for sale right now and he wasn't sure if he would be interested in a damaged unit.

The proposals were due at 2:00 on November 1<sup>st</sup>. We received 1 proposal. This proposal was from Northern Machining and Repair of Escanaba, MI for \$12,840.

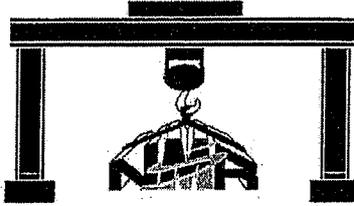
We believe the Combustion Turbine weighs approximately 96 tons. An internet search showed current scrap prices being in the \$65 - \$95/ton range for mixed metals, such as cars. Assuming these values are applicable, the CT has a scrap value of between \$6,240 - \$9,120.

I recommend selling the Combustion Turbine to Northern Machining and Repair for their bid price of \$12,840.

CT Bid Tab Sheet 01NOV16

Bidder	Amount
R. Dennett	No bid
W. Stone	No bid
Pro Energy	No bid
Northern Machining and Repair	\$ 12,840.00

Witnessed by: *Nike Ferrarley*  
*Carol H. Stearns*



**NORTHERN MACHINING & REPAIR, INC.**

1701 N 26<sup>th</sup> Street  
Escanaba, MI 49829-2558

Phone (906) 786-0526  
Fax (906) 786-0566

November 1, 2016

City of Escanaba  
Electric Department  
1711 Sheridan Road  
Escanaba, MI 49829

RE: Request For Proposal  
GE Frame 5 Combustion Turbine (CT)

**OFFER**

\$ 12,840.00 for GE Frame 5 Combustion Turbine (CT) located at 2000 Power Plant Road, Escanaba, MI.  
Turbine Serial Number: 179401, Generator Serial Number: 8384301.

This includes entire CT enclosure and equipment residing in the CT enclosure from the control cabinet to the electrical cabinet, the generator circuit breaker and enclosure, and the evaporative cooler.

Equipment would remain on 2000 Power Plant Road, as property will be deeded over to Dun Yet Enterprises LLC (Northern Machining & Repair, Inc.). It will be removed at a later date.

If you have any questions please give me a call at (906) 786-0526.

Thank You,

Jon Liss

*"We Work To Keep You Working"*

*E-Mail – [nmr@northernmachining.com](mailto:nmr@northernmachining.com)*

*Web Address – [www.northernmachining.com](http://www.northernmachining.com)*

## Request For Proposal

The City of Escanaba is seeking proposals for the sale of the General Electric Frame 5 Combustion Turbine (CT) on the old Power Plant property located at 2000 Power Plant Road, Escanaba, MI. The CT is a Frame 5, 1968 Vintage, 18MW Unit set up to burn distillate fuel oil with water injection. Turbine Serial Number: 179401, Generator Serial Number: 8384301, Starting Method: Diesel Engine.

The substation feeding the CT experienced an electrical fault event on February 2, 2015 which damaged various electrical components on the CT. The full extent of the damage is unknown. Electrical power has been disconnected to the CT since this event.

The CT is being sold as is where is with no warranties expressed or implied. The sale of the CT does not include the land that the equipment sits on. The purchaser must supply all labor, equipment, tools, materials, and transportation to disassemble and remove the CT from the property. The equipment must be completely removed within 60 days of acceptance of the proposal. Interested parties may contact the City of Escanaba Electric Department with any questions by e-mail, [cityelectric@escanaba.org](mailto:cityelectric@escanaba.org), or phone, 906-786-0061. Hard copies of bids are due by 2:00pm on November 1, 2016 and may be hand delivered or mailed to the City of Escanaba Electric Department, 1711 Sheridan Road, Escanaba, MI 49829

**Equipment Includes:** The entire CT enclosure and equipment residing in the CT enclosure from the control cabinet to the electrical cabinet, the Generator Circuit Breaker and enclosure, and the Evaporative Cooler.

**Equipment Not Included:** The 100,000 gallon Fuel Oil tank and associated spill containment is not included in the sale. The Fuel Skid is not included in the sale. The pad mount station power transformer is not included in the sale. The land that the CT resides on is not included in the sale.

**Removal of Equipment:** Equipment is to be removed down to the concrete pads that the equipment sits on. The concrete pads shall remain in place. The main generator leads shall be cut above the concrete pads and the conductors that run from the substation to the CT shall remain in place underground. The fuel piping from the fuel skid to the CT shall be disconnected and the fuel skid equipment shall remain in place and undisturbed.

**Environmental:** The fuel oil, turbine oil and glycol have been removed however there may be residual fluids in the piping systems, reservoirs, and equipment. It is the responsibility of the purchaser to contain and dispose of any and all residual fluids that may remain in the equipment. The Purchaser shall maintain on site a spill prevention kit that contains sufficient oil absorbent material including pads, socks, rags, drip pans, drums, and garbage bags. The City Representative shall be notified of any spills and the Purchaser will be responsible for cleaning up those spills and disposal of all contaminated soil.

The Purchaser is responsible for disposal of all debris generated during the dismantling of the CT and its associated enclosures. The grounds in and around the CT shall be cleaned up daily and at the end of the project in order to prevent debris from being spread across the property.

**Inspections:** A City Representative will inspect the demolition process periodically and meet with the Purchaser to resolve any problems and answer questions. A final site inspection will be performed by the City Representative and the Purchaser at the end of the project to ensure all components have been properly removed from the site. The surrounding property will be inspected to make sure all debris has been properly cleaned up and removed from the site.