

AGENDA
ISHPEMING CITY COUNCIL REGULAR MEETING (ORGANIZATIONAL MEETING)
Wednesday, January 10, 2018, at 7:00 p.m.
Ishpeming City Hall Conference Room, 100 E. Division Street, Ishpeming MI
City Hall Telephone Number: (906) 485-1091

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Public Comment
5. Approval of Agenda
6. Agenda Comment
7. Consent Agenda
 - a. Minutes of Previous Meeting (December 6th and 18th and Closed Session December 6th)
 - b. Approval of Disbursements (Councilman Tonkin and Councilman Skauge)
 - c. Confirm appointment of Christine Moffatt to fill a vacancy on the Cemetery Board
 - d. Confirm SCI Cleaning of Fire Department
 - e. Special Event Application: Polar Roll: February 27, 2018
 - f. Special Event Application: Ishpeming Ski Club Jr. National Qualifier: February 3 and 4, 2018
 - g. Special Event Application: Noquemanon Ski Marathon: January 27, 2018
 - h. Confirm Financial Support Payment for UPSET for 2018 - \$10,000
 - i. Confirm Financial Support Payment for Commission on Aging for 2018 - \$9,000
 - j. Special Event Application: RAMBA/UPCROSS: January 21, 2018
8. Monthly Financial Statement Report
9. Public Hearing for the Symons Building
10. Confirm 2018 Capital Improvement Plan
11. Rural Development – Water System Improvement Project Draw Seven
12. Engineering Authorization for the Lake Bancroft Pavilion Project
13. Tennis Court Project
14. Letter of Agreement with AFSCME DPW Employee's Chapter of Local 1282 – Interim DPW Director
15. Lift Hiring Freeze
16. Designate Publishing Organ for 2018 – Mining Journal
17. Designate Bank Depositories for 2018 – m-Bank, Wells Fargo, TruNorth, and Northern Michigan Bank and Trust
18. Establish Chain of Command in absence of City Manager
19. Establish Committee to review Energy Efficiencies
20. Set public hearing for February 7, 2018 for the 5 year Recreation Plan Update-2018-2022
21. Approve the Parks and Recreation Survey
22. Library Front Entry Repairs
23. Set Special Meeting for Council Rules and Procedures Workshop
24. Old Business
25. New Business
26. Mayor and Council Reports
27. Manager's Report
28. Attorney's Report
29. Closed Session pursuant to MCLA 15.268(h)
30. Adjournment



Mark Slown, City Manager

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The Regular Meeting of the Ishpeming City Council was held on Wednesday, December 6, 2017 in the Ishpeming City Hall Conference Room. Mayor Joseph Juidici called the meeting to order at 7:00 p.m.

ROLL CALL

Present: Mayor Joseph Juidici, Council Members Justin Koski, Karl Lehmann, Stuart Skauge, and Mike Tonkin (5). Also present were City Manager Mark Slown and City Attorney Bonnie Hoff.

PUBLIC COMMENT - There was none.

APPROVAL OF AGENDA

A motion was made by Councilman Koski, supported by Councilman Tonkin and carried unanimously to approve the agenda as presented.

AGENDA COMMENT

Claudia Demarest, 821 Maurice Street, reserved comment under item 13. FOIA Appeal.

CONSENT AGENDA

Councilman Skauge requested item "h" be pulled from the consent agenda for discussion.

- a. Minutes of Previous Meeting (November 8th, 15th, and 28th ; Closed Session November 8th)
- b. Approval of Disbursements
- c. Rescind Nomination of Harry Weikel to a reappointment on the Marq-Tran Board
- d. Nominate Angelo Bosio to the Marq Tran Board
- e. Reappoint Jim Bertucci to a 3 year term on the Wastewater Treatment Board
- f. Reappoint Anthony Gibbs to a 3 year term on the Housing Appeals Board
- g. Reappoint Bob Marietti to a 3 year term as an alternate on the Housing Appeals Board
- h. Confirm Non-Union .45 per hour increase
- i. Confirm disposal of voting containers – no bids received

Councilman Skauge felt non-union raises should not be on a per hour basis but as a percentage increase as these were salaried positions not hourly. There was also discussion related to raises for non-union based on merit.

A motion was made by Councilman Koski, supported by Mayor Juidici and carried unanimously to approve the consent agenda as presented.

MONTHLY FINANCIAL STATEMENT REPORT

Finance Director Jim Lampman reviewed the financial statements for the period ending November 30, 2017 which included the General Fund, Garbage Fund, Public Improvement Fund, and Water and Sewer Funds. It was the consensus of Council to file the financial statements.

RURAL DEVELOPMENT – WATER SYSTEM IMPROVEMENT PROJECT DRAW SIX

A motion was made by Councilman Skauge, supported by Councilman Koski and carried unanimously to approve the Water System Improvement Project Draw Six for payment to A. Lindberg and Sons and GEI Consultants in the amount of \$166,810.37.

2017 BUDGET AMENDMENTS

A motion was made by Councilman Skauge, supported by Councilman Lehmann and carried unanimously to approve the 2017 Budget Amendments as presented.

LETTER OF AGREEMENT WITH AFSCME LOCAL 1282, DPW-CLERICAL-SUPERVISORY CHAPTERS

A motion was made by Councilman Lehmann, supported by Councilman Koski and carried unanimously to accept the Letter of Agreement with AFSCME Local 1282, DPW-Clerical-Supervisory Chapters pertaining to Health Care Insurance.

LETTER OF AGREEMENT WITH POLICE OFFICERS ASSOCIATION OF MICHIGAN

A motion was made by Councilman Lehmann, supported by Councilman Koski and carried unanimously to accept the Letter of Agreement with the Police Officers Association of Michigan pertaining to Health Care Insurance.

The Council thanked AFSCME and POAM for their willingness to be proactive with the cost of health insurance coverage.

FOIA APPEAL

Claudia Demarest, 821 Maurice Street, stated her appeal of the FOIA Coordinator's response to her November 10th Freedom of Information Act request. Attorney Hoff discussed the pertinent exemptions under the Freedom of Information Act.

There was discussion related to the balance between the public interest in disclosure and encouraging candid and frank discussions between the Council and the City Manager.

A motion was made by Councilman Skaug to grant the FOIA and release the documents. Motion died for a lack of support.

A motion was made by Councilman Lehmann and supported by Mayor Juidici to deny the FOIA appeal and accept the opinion of the City Attorney. Ayes: Council Members Koski, Lehmann, and Mayor Juidici (3). Nays: Council Members Skaug and Tonkin (2). Motion passed.

AUTHORIZE CITY MANAGER TRAVEL TO MML 2018 CAPITAL CONFERENCE

A motion was made by Councilman Skaug, supported by Councilman Koski and carried unanimously to authorize City Manager Slown's travel to the MML 2018 Capital Conference on March 20-21, 2018.

CONFIRM SPECIAL COUNCIL MEETING WITH DDA AND PLANNING COMMISSION

It was the consensus of Council to hold the public hearing at the regularly scheduled Council meeting in January and not have a special Council meeting on December 19th. The DDA and the Planning Commission would have a joint meeting on December 19th.

RESCHEDULE THE JANUARY AND JULY 2018 COUNCIL MEETINGS

A motion was made by Councilman Skaug, supported by Councilman Koski and carried unanimously to reschedule the January 2018 Council meeting from January 3rd to January 10th and to reschedule the July 2018 Council meeting from July 4th to July 11th.

Councilman Koski noted he would not be in attendance at the January 10th Council meeting.

OLD BUSINESS - There was none.

NEW BUSINESS – There was none.

MAYOR AND COUNCIL REPORTS

Councilman Tonkin attended all the Council meetings in November, the NIC meeting, and the Planning Commission meeting; and he wished everyone a very Merry Christmas.

Councilman Lehmann attended the Library Board meeting; he suggested when there was a vacancy on the Library Board perhaps someone from the Friends of Library would be interested in sitting on the Board.

Mayor Juidici attended the Cemetery Board meeting and advised there could be changes in how the cemetery office was staffed for next year; and he thanked the Unions for their willingness to work with the City to achieve some savings with health care.

Councilman Koski thanked all staff for a very good year and working well as a team; and wished everyone Happy Holidays.

Councilman Skauge thought all the work on the budget went well and a very good 2018 budget was adopted; thanked Mark Stoor and GEI Consultants for all their work on the water project and other city projects during the year; reported the Christmas parade was well attended and town looked very festive; and wished everyone a Merry Christmas.

MANAGER'S REPORT

Manager Slown wished everyone a Merry Christmas and thought all the decorations and the new hanging baskets looked great.

ATTORNEY'S REPORT

Attorney Hoff wished everyone Happy Holidays; thanked all the volunteers that worked on the new Santa House; and looked forward to another great year.

CLOSED SESSION

A motion was made by Councilman Koski and supported by Councilman Lehmann to go into closed session pursuant to MCL 15.268(e) and MCL 15.268(h) at 8:10 p.m. and allow Chief Snowaert to attend closed session. Ayes: Mayor Juidici, Council Members Koski, Lehmann, Skauge, and Tonkin (5). Nays: None (0). Motion passed.

A motion was made by Councilman Koski, supported by Councilman Lehmann and carried unanimously to return to open session at 8:28 p.m.

Council directed the City Attorney and the Chief of Police to work on amending the noise ordinance to help with prosecution of noise issues.

A motion was made by Councilman Lehmann, supported by Mayor Juidici to not grant permission for Attorney Hoff to prosecute the individual and to dismiss the entire case.

ADJOURNMENT

At 8:33 p.m., a motion was made by Councilman Lehmann, supported by Councilman Koski and carried unanimously to adjourn.

Respectfully Submitted,



Cathy Smith
Recording Secretary

The Special Meeting of the Ishpeming City Council was held on Wednesday, December 18, 2017 in the Ishpeming City Hall Conference Room. Mayor Joseph Juidici called the meeting to order at 11:00 a.m.

Present: Mayor Joseph Juidici, Council Members, Justin Koski, Karl Lehmann, Stuart Skaug, and Mike Tonkin (5). Also present was City Manager Mark Slown and City Attorney Bonnie Hoff.

AGENDA COMMENT – There was none.

DISCUSSION WITH STATE REPRESENTATIVE SARA CAMBENSY

Sara Cambensy, State Representative 109th District, Scott Dianda, State Representative 110th District, and Ken Summers, candidate for the 110th District in the November election were present to meet with Council.

State Representative Cambensy wanted to reach out to Council and have a conversation of what the City was dealing with, report on what is happening in Lansing, and to introduce herself.

There was discussion related to State revenue sharing and the impacts of the reduction in revenue sharing to the City; the State budget and the budget process; health care and the increase in rates; retirements and the unfunded liability issues; Project Empire; and funds for road repairs and road replacement.

Council thanked Representative Cambensy, Representative Dianda, and Ken Summers for attending the meeting and their discussions on important issues.

ADJOURNMENT

At 12:10 p.m., a motion was made by Councilman Koski, supported by Councilman Skaug and carried unanimously to adjourn.

Respectfully submitted,



Cathy Smith

Recording Secretary

7d



SCI CLEANING & MAINTENANCE

P.O. Box 339 • Marquette, MI 49855

(906) 226-2612 • 226-5072 • **1-800-648-9650** • Fax 226-3192

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Building
Service
Contractors
Association
International



TO: City of Ishpeming
100 E. Division St.
Ishpeming, MI 49849

ATTN: Mark Slown, City Manager

FROM: Jason Fredy, ASCS, President

DATE: 12/07/2017

SUBJECT: Fire Department Cleaning Bid

Thank you for the opportunity to present this bid. Per your request, I propose the following:

The following cleaning will take place twice per month:

Clean restroom in Fire Department garage area.

Vacuum and mop landing and stairs leading to upstairs fire hall.

Clean upstairs rest room, locker room, and showers.

Clean kitchen area.

Dust all furniture, tables, ledges, sills, trim, etc...

Dust mop and mop all floors in upstairs fire hall.

*Office area is not included per Ed Anderson.

For the above services I will charge.....\$120.00 per month

If you have any questions or would like to schedule these services, please contact me anytime.

Sincerely



Jason Fredy

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CITY OF ISHPEMING

SPECIAL EVENT APPLICATION

Please complete this application and return it to the City Manager's Office at least 30 calendar days prior to the starting date of the event.

Organization's Name 906 Adventure Team Phone 906-748-0034

Organization Address 51 LINDA ST. MARQUETTE, MI 49855

Organization's Agent Todd Poquette Phone 906-748-0034

Agent's Title President

Agent's Address 51 LINDA ST

Event Name Polar Roll

Event purpose FAT-Bike Race / Community Event

Event Dates February 17, 2013

Event Times 5:30 AM - 4:00 PM

Event Location Ishpeming, Around High School

1. Type of Event:

☐ City Operated Event

☒ Co-Sponsored Event

☐ Other Non-Profit Event

☐ Other For-Profit Event

☐ Political or Ballot Issue Event

2. Annual Event: Is this event expected to occur next year? ☒ [YES] ☐ [NO]

If yes, you can reserve a date for next year with this application. To reserve dates for next year, please provide the following information:

Normal Event Schedule _____

Next year's Specific Dates: _____

3. An Event Map ☒ [Is] ☐ [Is Not] attached. If your event will use streets and/or sidewalks (for a parade, run, etc.) or will use multiple locations, please attach a complete map showing the assembly and dispersal locations and the route plan. Also please show any streets or parking lots that you are requesting to be blocked off.

4. Vendors: Food Concessions? [Yes] ☒ [No] Other vendors? [Yes] ☒ [No]

5. Event signs: Will this event include the use of signs? ☒ [Yes] ☐ [No]

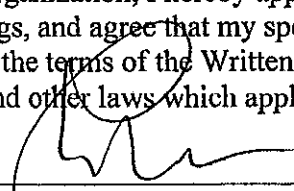
6. Other Requests: _____

7. CERTIFICATION AND SIGNATURE: I understand and agree on behalf of the sponsoring organization that:

- a. A certificate of Insurance must be provided which names the City of Ishpeming as an additional named insured party on the policy.
- b. Event organizers and participants will be required to sign Indemnification Agreement forms.
- c. All food vendors must be approved by the Marquette County Health Department and each food vendor must provide the City with a Certificate of Insurance which names the City as an additional named insured on the policy.
- d. All liquor vendors must obtain a liquor license for the event which must be approved by the Michigan Liquor Control Commission and must provide the City with a Certificate of Insurance which names the City as an additional named insured on the policy.
- e. The approval of this special event may include additional requirements based on the City's review of this application in accordance with the City's Special Event Policy. The event will be operated in conformance with the written confirmation of approval.
- f. The organization will provide a security deposit for the estimated fees as may be required by the City and will promptly pay any billing for City services which may be rendered.

As the duly authorized agent of the organization, I hereby apply for approval of this Special Event, affirm the above understandings, and agree that my sponsoring organization will comply with the City's Special Event Policy, the terms of the Written Confirmation of Approval, and all other City requirements, ordinance and other laws which apply to this Special Event.

12/20/17
Date



Signature of Organization's Agent

Return this Application at least thirty (30) days prior to the first day of the event to:

City Manager's Office
City Hall
E. Division Street
Ishpeming, Michigan 49849

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CITY OF ISHPEMING

SPECIAL EVENT APPLICATION

Please complete this application and return it to the City Manager's Office at least 30 calendar days prior to the starting date of the event.

Organization's Name ISHPEMING SKI CLUB Phone 651-788-5794 (RDZ's cell)

Organization Address PO BOX 128 ISHPEMING MI 49

Organization's Agent RICHARD ZIEGLER Phone 651-788-5794

Agent's Title VICE PRESIDENT

Agent's Address 1785 CO RD 492 MARQUETTE, MI 49855

Event Name GREAT LAKES DIVISION / MIDWEST JUNIOR NATIONAL QUALIFIER

Event purpose JR. NATIONAL QUALIFIER XC SKI RACE

Event Dates FEB. 3+4, 2018

Event Times RACE TIMES ~ 10 AM BOTH DAYS - TO BE FINALIZED IN DEC.

Event Location AL QUANZ TRAIL SYSTEM

1. Type of Event:

☐ City Operated Event ☒ Co-Sponsored Event ISC & SUPERIORLAND SKI CLUB SPONSORED EVENT.

☐ Other Non-Profit Event ☐ Other For-Profit Event

☐ Political or Ballot Issue Event

2. Annual Event: Is this event expected to occur next year? HOPEFULLY ☒ [YES] ☐ [NO]

If yes, you can reserve a date for next year with this application. To reserve dates for next year, please provide the following information:

UNABLE TO AT THIS TIME.

Normal Event Schedule _____

Next year's Specific Dates: _____

3. An Event Map [Is] ☒ [Is Not] attached. If your event will use streets and/or sidewalks (for a parade, run, etc.) or will use multiple locations, please attach a complete map showing the assembly and dispersal locations and the route plan. Also please show any streets or parking lots that you are requesting to be blocked off.

4. Vendors: Food Concessions? [Yes] ☒ [No] SOME PARENTS WILL LIKELY PROVIDE SNACKS FOR THE KIDS - NO CHARGE. Other vendors? [Yes] ☐ [No] ☐

5. Event signs: Will this event include the use of signs? [Yes] ☒ [No] ☐

6. Other Requests: GROOMING ON 5K RACE TROUSERS

7. CERTIFICATION AND SIGNATURE: I understand and agree on behalf of the sponsoring organization that:

a. A certificate of Insurance must be provided which names the City of Ishpeming as an additional named insured party on the policy.

b. Event organizers and participants will be required to sign Indemnification Agreement forms.

c. All food vendors must be approved by the Marquette County Health Department and each food vendor must provide the City with a Certificate of Insurance which names the City as an additional named insured on the policy.

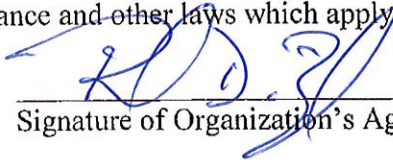
d. All liquor vendors must obtain a liquor license for the event which must be approved by the Michigan Liquor Control Commission and must provide the City with a Certificate of Insurance which names the City as an additional named insured on the policy.

e. The approval of this special event may include additional requirements based on the City's review of this application in accordance with the City's Special Event Policy. The event will be operated in conformance with the written confirmation of approval.

f. The organization will provide a security deposit for the estimated fees as may be required by the City and will promptly pay any billing for City services which may be rendered.

As the duly authorized agent of the organization, I hereby apply for approval of this Special Event, affirm the above understandings, and agree that my sponsoring organization will comply with the City's Special Event Policy, the terms of the Written Confirmation of Approval, and all other City requirements, ordinance and other laws which apply to this Special Event.

Nov 9, 2017
Date


Signature of Organization's Agent

Return this Application at least thirty (30) days prior to the first day of the event to:

City Manager's Office
City Hall
E. Division Street
Ishpeming, Michigan 49849

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CITY OF ISHPEMING
SPECIAL EVENT APPLICATION

Please complete this application and return it to the City Manager's Office at least 30 calendar days prior to the starting date of the event.

Organization's
Name Naghemawan Ski Marathon - NTN Phone 906 235 6861
Organization Address PO Box 746, Marquette, MI 49855
Organization's Agent NICOLE DEWALD Phone 906-235-6861
Agent's Title RACE COORDINATOR
Agent's Address PO Box 746, Marquette, MI 49855
Event Name Naghemawan Ski Marathon
Event purpose Ski race hosting 1500+ skiers, snowshoers,
and cross-country skiers.
Event Dates January 27 (In Ishpeming)
Event Times 8:00 am to 11:00 am
Event Location Birchview School / Al Quaal

1. Type of Event:

- ☐ City Operated Event ☒ Co-Sponsored Event
☐ Other Non-Profit Event ☐ Other For-Profit Event
☐ Political or Ballot Issue Event

5/19/15

2. Annual Event: Is this event expected to occur next year? ~~[YES]~~ [NO]

If yes, you can reserve a date for next year with this application. To reserve dates for next year, please provide the following information:

Normal Event Schedule _____

Next year's Specific Dates: _____

3. An Event Map [Is] ~~[Is Not]~~ attached. If your event will use streets and/or sidewalks (for a parade, run, etc.) or will use multiple locations, please attach a complete map showing the assembly and dispersal locations and the route plan. Also please show any streets or parking lots that you are requesting to be blocked off. *Map coming from Jon Memmerts*

4. Vendors: Food Concessions? [Yes] ~~[No]~~ Other vendors? [Yes] ~~[No]~~

5. Event signs: Will this event include the use of signs? ~~[Yes]~~ [No]

6. Other Requests: _____

7. CERTIFICATION AND SIGNATURE: I understand and agree on behalf of the sponsoring organization that:

a. A certificate of Insurance must be provided which names the City of Ishpeming as an additional named insured party on the policy.

b. Event organizers and participants will be required to sign Indemnification Agreement forms.

c. All food vendors must be approved by the Marquette County Health Department and each food vendor must provide the City with a Certificate of Insurance which names the City as an additional named insured on the policy.

d. All liquor vendors must obtain a liquor license for the event which must be approved by the Michigan Liquor Control Commission and must provide the City with a Certificate of Insurance which names the City as an additional named insured on the policy.

e. The approval of this special event may include additional requirements based on the City's review of this application in accordance with the City's Special Event Policy. The event will be operated in conformance with the written confirmation of approval.

f. The organization will provide a security deposit for the estimated fees as may be required by the City and will promptly pay any billing for City services which may be rendered.

5/19/15

As the duly authorized agent of the organization, I hereby apply for approval of this Special Event, affirm the above understandings, and agree that my sponsoring organization will comply with the City's Special Event Policy, the terms of the Written Confirmation of Approval, and all other City requirements, ordinance and other laws which apply to this Special Event.

12-8-2016
Date


Signature of Organization's Agent

Return this Application at least thirty (30) days prior to the first day of the event to:

City Manager's Office
City Hall
E. Division Street
Ishpeming, Michigan 49849

7j

CITY OF ISHPEMING

SPECIAL EVENT APPLICATION

Please complete this application and return it to the City Manager's Office at least 30 calendar days prior to the starting date of the event.

Organization's Name Ramba/UPcross Phone 906-361-2488
Organization Address 128 W. Fairbanks St. Marquette 49855
Organization's Agent Stacey Kangas Phone 906-361-2488
Agent's Title President - UPcross or Danny Hill, President
Agent's Address Same 906-236-2876 Ramba
Event Name SnowCross at Al Quaal cyclocross race
Event purpose Ramba fundraiser - all proceeds go to trails.
Part of 5 race series in mot county.
Event Dates January 21, 2018
Event Times 10am - 6pm
Event Location Al Quaal Rec Area

1. Type of Event:

- ☐ City Operated Event ☐ Co-Sponsored Event
☒ Other Non-Profit Event ☐ Other For-Profit Event
☐ Political or Ballot Issue Event

2. Annual Event: Is this event expected to occur next year? ☒ YES ☐ NO

If yes, you can reserve a date for next year with this application. To reserve dates for next year, please provide the following information:

Normal Event Schedule Every winter

Next year's Specific Dates: Dec-Mar. TBD

3. An Event Map [Is] ☒ [Is Not] attached. If your event will use streets and/or sidewalks (for a parade, run, etc.) or will use multiple locations, please attach a complete map showing the assembly and dispersal locations and the route plan. Also please show any streets or parking lots that you are requesting to be blocked off.

4. Vendors: Food Concessions? [Yes] ☒ [No] Other vendors? [Yes] ☒ [No]

5. Event signs: Will this event include the use of signs? ☒ Yes ☐ No Temp banners - day of.

6. Other Requests: Piston bully garage for registration, Baby Lake Trail, Restrooms, ~~concessions~~ 6 barricades, 24 cones, 2
race in progress signs

7. CERTIFICATION AND SIGNATURE: I understand and agree on behalf of the sponsoring organization that:

- A certificate of Insurance must be provided which names the City of Ishpeming as an additional named insured party on the policy.
- Event organizers and participants will be required to sign Indemnification Agreement forms.
- All food vendors must be approved by the Marquette County Health Department and each food vendor must provide the City with a Certificate of Insurance which names the City as an additional named insured on the policy.
- All liquor vendors must obtain a liquor license for the event which must be approved by the Michigan Liquor Control Commission and must provide the City with a Certificate of Insurance which names the City as an additional named insured on the policy.
- The approval of this special event may include additional requirements based on the City's review of this application in accordance with the City's Special Event Policy. The event will be operated in conformance with the written confirmation of approval.
- The organization will provide a security deposit for the estimated fees as may be required by the City and will promptly pay any billing for City services which may be rendered.

As the duly authorized agent of the organization, I hereby apply for approval of this Special Event, affirm the above understandings, and agree that my sponsoring organization will comply with the City's Special Event Policy, the terms of the Written Confirmation of Approval, and all other City requirements, ordinance and other laws which apply to this Special Event.

1/3/18
Date

Stacey Kangas
Signature of Organization's Agent

Return this Application at least thirty (30) days prior to the first day of the event to:

City Manager's Office
City Hall
E. Division Street
Ishpeming, Michigan 49849

7/21/15

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CITY OF ISHPEMING

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the Ishpeming City Council on Wednesday, January 10, 2018 at 7:00 p.m. in the Council Chambers at Ishpeming City Hall, 100 E. Division Street, to consider oral or written comments regarding the proposed sale of the following described public property in the City of Ishpeming:

Lots Numbered Ninety-nine (99), One Hundred (100), and One Hundred One (101) of the Original Plat of the City of Ishpeming, County of Marquette, State of Michigan. AKA: Symons Building, 216 Cleveland Avenue, Ishpeming.

Written comments may be submitted to the City Manager's office at 100 E. Division Street prior to the meeting. Questions may be directed to the City Manager's office at the above address or 906/485-1091, Ext. 203.

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Memo for Record

To: City Council

January 3, 2018

Subject: Capital Improvement Plan (CIP)

Background: The State of Michigan requires (Public Act 33 of 2008, as amended) that the City annually approve a Capital Improvement Plan (CIP) for a six year period. In 2016, the City adopted its first ever CIP. In 2017, the City Council discussed, but did not approved a CIP. Without an approved CIP, it is possible for the State of Michigan to withhold funding for grants or other programs. Therefore, the City Council should approve a 2017 CIP.

Discussion: Attached to this memo are the original Executive Summary for the CIP presented in June 2017 and a revised Executive Summary (dated January 2018). The revised version of the CIP reflects the actual major capital purchases that the City Council authorized in the City Budget for 2018. Therefore, the proposed revised CIP for 2018 reflects the will of the Council regarding major capital investments for 2018. The remaining portions of the CIP (for years 2019-2023) remain unchanged.

In June 2018, staff will bring to City Council a proposed CIP update for the next six year period (2019-2024). Council will have ample opportunity to adjust that proposed CIP prior to the formulation of the budget for 2019.

Recommendation: Please review the attached documents and confirm the revised CIP (Executive Summary) for 2017.

City of Ishpeming

2018-2023 Fiscal Year

CAPITAL IMPROVEMENT PLAN – EXECUTIVE SUMMARY (MAJOR ITEMS)

2018 Fiscal Year		
Project	Cost	Funding Source
USDA Water Project	\$8,816,000	USB, WF, SW
Sewer (USDA non-part.)	\$500,000	SF
SAW (completion)	\$417,000	SF
DPW Plow Truck	\$264,000	PIF, EF, lease to own

2019 Fiscal Year		
Project	Cost	Funding Source
Lake Bancroft Area Project	\$650,000	DO, SG, DDA
New Police Vehicle	\$50,000	FG, USB, PIF
DPW Vehicle Purchases	\$250,000	USB, ERF

2020 Fiscal Year		
Project	Cost	Funding Source
Police Vehicle	\$50,000	PIF/GF
DPW Vehicle Purchases	\$250,000	USB, ERF
Demolition	\$200,000	LB, DO, GF

2021 Fiscal Year		
Project	Cost	Funding Source
North-South Trail Project	\$700,000	SG, DO,
Third Street Reconstruct	\$1,500,000	SG, MS
City Buildings Improvements	\$500,000	SG, USB, GF
DPW Vehicle Purchases	\$250,000	USB, ERF

2022 Fiscal Year		
Project	Cost	Funding Source
Fire Truck	\$750,000	USB, PIF, GF
Police Vehicle	\$50,000	PIF/GF
DPW Vehicle Purchases	\$250,000	USB, ERF

2023 Fiscal Year		
Project	Cost	Funding Source
New Storage for DPW	\$300,000	USB, ERF
Demolition	\$100,000	LB, DO, GF
DPW Vehicle Purchase	\$250,000	USB, ERF

City of Ishpeming

2018-2023 Fiscal Year

CAPITAL IMPROVEMENT PLAN – EXECUTIVE SUMMARY (MAJOR ITEMS)

2018 Fiscal Year		
Project	Cost	Funding Source
USDA Water Project (phase 2)	\$6,000,000	USB, WF, SF
SAW (completion)	\$700,000	SG, SF
DPW Vehicle Purchases	\$250,000	PIF, EF
Police Vehicle	\$50,000	PIF
Fire Truck	\$850,000	USB/UTB

2019 Fiscal Year		
Project	Cost	Funding Source
Lake Bancroft Area Project	\$650,000	DO, SG, DDA
New Police Vehicle	\$50,000	FG, USB, PIF
DPW Vehicle Purchases	\$250,000	USB, EF

2020 Fiscal Year		
Project	Cost	Funding Source
Police Vehicle	\$50,000	PIF/GF
DPW Vehicle Purchases	\$250,000	USB, EF
Demolition	\$200,000	LB, DO, GF

2021 Fiscal Year		
Project	Cost	Funding Source
North-South Trail Project	\$700,000	SG, DO,
Third Street Reconstruct	\$1,500,000	SG, MS
City Buildings Improvements	\$500,000	SG, USB, GF
DPW Vehicle Purchases	\$250,000	USB, EF

2022 Fiscal Year		
Project	Cost	Funding Source
Fire Truck	\$750,000	USB, PIF, GF
Police Vehicle	\$50,000	PIF/GF
DPW Vehicle Purchases	\$250,000	USB, EF

2023 Fiscal Year		
Project	Cost	Funding Source
New Storage for DPW	\$300,000	USB, EF, PIF
Demolition	\$100,000	LB, DO, GF
DPW Vehicle Purchase	\$250,000	USB, EF

City of Ishpeming
City Council Meeting Action
Rural Development Water System Improvements - 2017
Seventh Draw

SUBJECT: Approval of Payments for RD Water System Improvements Project

It was moved by _____
and
seconded by _____
that the City proceed with paying A. Lindberg and Sons, Inc \$29,471.03; and GEI
Consultants of Michigan, PC \$24,771.75.

City Council Member:

<u>Joseph Juidici</u>	_____ AYE	_____ NAY	_____ ABSENT
<u>Justin Koski</u>	_____ AYE	_____ NAY	_____ ABSENT
<u>Karl Lehmann</u>	_____ AYE	_____ NAY	_____ ABSENT
<u>Stuart Skaug</u>	_____ AYE	_____ NAY	_____ ABSENT
<u>Mike Tonkin</u>	_____ AYE	_____ NAY	_____ ABSENT

BY:

Tammie Leece, City Clerk

DATE: January 10, 2018

ESTIMATE OF FUNDS NEEDED
FOR
30-Day Period Commencing
Seventh Draw

FORM APPROVED
OMB NO. 0575-0015

Name of Borrower City of Ishpeming - RD Water System Improvements

Items	Amount of Funds
Development	\$ 29,471.03
Contract or Job No. <u>I</u>	
Contract or Job No. _____	
Contract or Job No. _____	
Land and Rights-of-Way	
Legal Services	
Engineering Fees	24,771.75
Interest	
Equipment	
Contingencies	
Refinancing	
Initial O & M	
Other	
TOTAL	\$ 54,242.78

Prepared by City of Ishpeming

By Joseph Juidici, Mayor

Name of Borrower

Date 1/10/18

Approved by _____

Date _____

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

**CITY OF ISHPEMING
RD WATER SYSTEM IMPROVEMENTS
INVOICE SUMMARY
ESTIMATE OF FUNDS NEEDED RD FORM 440-11 SEVENTH DRAW
GEI PROJECT #1508090**

1. Construction

Pay App No.	Invoice Date	Invoice Amount	Progress Billing No.	Billed to Date
Contract I - 6	1/3/2018	\$ 29,471.03	6	\$ 1,038,347.60

Total Construction==> \$ 29,471.03

2. Resident Engineering (Budget Amount: \$630,000)

Task 1002

Invoice No.	Invoice Date	Invoice Amount	Progress Billing No.	Billed to Date
5003804	12/12/2017	\$ 24,771.75	24	\$ 134,924.23

Total Billed ==> \$ 24,771.75

**CITY OF ISHPEMING
RD WATER SYSTEM IMPROVEMENTS
BREAKDOWN OF COSTS
ESTIMATE OF FUNDS NEEDED RD FORM 440-11 SEVENTH DRAW
GEI PROJECT #1508090**

1. Construction

Contract I \$ 29,471.03 (See attached Pay Application)
Contract II \$ - (See attached Pay Application)

Total Construction ==> \$ 29,471.03

2. Resident Engineering (Budget Amount: \$630,000)

Total Resident Engineering ==> \$ 24,771.75 (See attached invoices)

Total All Categories Seventh Draw ==> \$ 54,242.78

Memorandum

To: Mark Slown, City Manager
CC: Cathy Smith, Assistant to the City Manager
From: Mark Stoor
Regarding: Lake Bancroft Park Pavilion
Date: January 5, 2018

Hi Mark,

Per our conversation yesterday, this memo is to request the ability to move forward with design engineering for the Lake Bancroft Pavilion. As we discussed, the official grant award, agreement, and execution paperwork is all expected to come, now that the City has been recommended for award by the Trust Fund Board. However, that process could take an extended period of time, and we would like to begin our work so that we can prepare this project for 2018 construction. Any costs incurred for engineering, after January 1, 2018, are reimbursable by the grant, when it is received.

The risk to the City is that engineering proceeds and a grant is not obtained. However, it is our understanding that the pavilion was to be constructed in 2018 regardless of the grant, so the engineering would need to be performed in either situation. Given these factors, we are asking for you and the City council to give us permission to begin our engineering work prior to actual signing of the grant.

I will be at the January council meeting to answer any questions. However, if there are any questions that I can answer before then, please do not hesitate to contact me.

Thank you,



Mark Stoor
Senior Project Manager



Consulting
Engineers and
Scientists

January 5, 2018
Proposal No. 610042

Mr. Mark Slown
City of Ishpeming
100 W. Division Street
Ishpeming, MI 49849

RE: DNR Trust Fund Grant Application 2018 Assistance

Dear Mr. Slown:

Per your request, GEI Consultants of Michigan, P.C. (GEI) is pleased to present this proposal to provide services in regards to the "DNR Trust Fund Grant Application 2018". We are familiar with the site, as Mike Gatzow prepared conceptual drawings in the past for these tennis courts that were similar to the current plan. The following is our proposed scope of services, fees to complete these services, and schedule.

Scope of Services

Based on our conversation with you, the City plans to pursue a grant opportunity to replace the existing tennis courts near the Ishpeming High School with new tennis courts. This project will also include sidewalk and restoration around the court area, as well as improved parking access north of the proposed courts.

It is our understanding that you intend to complete a majority of the grant application yourself, and would like assistance with certain items on the application. We expect to assist in the following areas:

- Cost Estimate – Based on the proposed project as outlined currently, GEI will provide an estimate of probable construction costs.
- Maps and Drawings – If sufficient maps have not already been created, GEI can provide assistance with preparation of the drawings required for grant application.
- Generalized Assistance – Having prepared many successful grant applications in the past, including most recently for the upcoming pavilion project, GEI is available if you would like assistance or have any questions during your preparation.

Fees and Schedule

Based on the services outlined above, GEI intends to perform this work, and to supply the City with items as noted for a Not-to-Exceed fee of **\$500**. We are prepared to begin this work immediately upon execution of the attached contract.

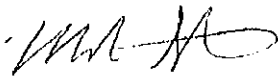
Terms and Conditions

If the City would like to proceed with the above mentioned scope of services for Professional Engineering Services, please sign and date both copies of the enclosed agreement. Please return one (1) copy to our office and keep the other copy for your file.

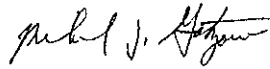
If you have any questions regarding this proposal or need any additional information, please do not hesitate to contact me at (906) 214-4147 or mstoor@geiconsultants.com.

Sincerely,

GEI CONSULTANTS OF MICHIGAN, INC.



Mark F Stoor, P.E.
Project Manager



Michael J. Gatzow
Vice President

MFS:plw

cc: GEI File

STANDARD PROFESSIONAL SERVICES AGREEMENT**1. AGREEMENT.**

This Agreement is made and entered into by and between GEI Consultants of Michigan, P.C. (GEI),
990 Lalley Road, Iron River, MI 49935 and
City of Ishpeming
100 E. Division Street, Ishpeming MI 49849

By this Agreement, the parties do mutually agree as follows:

2. SCOPE OF SERVICES.

GEI shall perform the services described herein and in **Exhibit A**.

3. EFFECTIVE DATE.

The effective date of this Agreement shall be the latter of the acceptance dates indicated in Article 16, Acceptance. Acceptance of this Agreement by both parties shall serve as GEI's Notice to Proceed with the services described in **Exhibit A**.

4. TIMES FOR RENDERING SERVICES.

- a) GEI shall endeavor to perform the services under this Agreement in an orderly and efficient manner, consistent with the schedule or milestone dates provided in **Exhibit A**.
- b) GEI shall not be responsible for delays caused by factors beyond GEI's reasonable control. When such delays beyond GEI's reasonable control occur, CLIENT agrees that GEI shall not be responsible for damages, nor shall GEI be deemed in default of this Agreement.

5. COMPENSATION.

- a) CLIENT agrees to pay GEI in accordance with the payment terms provided in **Exhibit B**.
- b) GEI will submit invoices monthly or upon completion of a specified scope of service in accordance with GEI's standard invoicing practices, or as otherwise provided in **Exhibit B**.
- c) Payment is due upon receipt of the invoice. Payments will be made by either check or electronic transfer to the address specified by GEI, and will reference GEI's invoice number.
- d) Interest will accrue at the rate of 1% per month of the invoiced amount in excess of 30 days past the invoice date, or as otherwise provided in **Exhibit B**.
- e) In the event of a disputed or contested invoice, only that portion so contested will be withheld from payment, and the undisputed amounts will be paid.

6. PERFORMANCE STANDARDS.

- a) GEI will perform its services under this Agreement in a manner consistent with that degree of skill and care ordinarily exercised by members of GEI's profession currently practicing in the same locality under similar conditions. GEI makes no other warranties or representations, either expressed or implied, regarding the services provided hereunder.
- b) GEI shall correct deficiencies in services or documents provided under this Agreement without additional cost to CLIENT; except to the extent that such deficiencies are directly attributable to deficiencies in CLIENT-furnished information.
- c) Unless otherwise specifically indicated in writing, GEI shall be entitled to rely, without liability, on the accuracy and completeness of information provided by CLIENT, CLIENT's consultants and contractors, and information from public records, without the need for independent verification.

7. INSURANCE.

- a) GEI will carry the types and amounts of insurance in the usual form as provided in **Exhibit C**.
- b) Upon written request of CLIENT, GEI will furnish Certificates of Insurance indicating the required coverages and conditions.
- c) It is understood and agreed that the following shall be Additional Insured: The City of Ishpeming, including all elected and appointed officials, all employees and volunteers, all boards, commissions,

and/or authorities and their board members, employees, and volunteers. It is understood by naming the City of Ishpeming as additional insured, coverage afforded is considered to be primary and any other insurance the City of Ishpeming may have in effect shall be considered secondary or in excess.

8. ALLOCATION OF RISKS.

- a) Indemnification. To the fullest extent permitted by law, GEI agrees to indemnify and hold CLIENT harmless from and against any liabilities, claims, damages, and costs (including reasonable attorney's fees) to the extent caused by the negligence or willful misconduct of GEI in the performance of services under this Agreement.
- b) Limitation of Liability. To the fullest extent permitted by law, the total liability, in the aggregate, of GEI and its officers, directors, employees, agents, and independent professional associates and consultants, and any of them, to CLIENT and any one claiming by, through or under CLIENT, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to GEI's services, the project or this Agreement, will not exceed ~~the total compensation received by GEI under this Agreement, or~~ available proceeds from GEI's insurance, ~~whichever is less~~. This limitation will apply regardless of legal theory, and includes but is not limited to claims or actions alleging negligence, errors, omissions, strict liability, breach of contract, breach of warranty of GEI or its officers, directors, employees, agents or independent professional associates or consultants, or any of them. ~~CLIENT further agrees to require that all contractors and subcontractors agree that this limitation of GEI's liability extends to include any claims or actions that they might bring in any forum.~~
- c) Consequential Damages. GEI and CLIENT waive consequential damages, including but not limited to damages for loss of profits, loss of revenues, and loss of business or business opportunities, for claims, disputes or other matters in question arising out of or relating to this Agreement.

9. CONFIDENTIALITY.

- a) Unless compelled by law, governmental agency or authority, or order of a court of competent jurisdiction, or unless required pursuant to a subpoena deemed by GEI to be duly issued, or unless requested to do so in writing by CLIENT, GEI agrees it will not convey to others any proprietary non-public information, knowledge, data or property relating to the business or affairs of CLIENT or of any of its affiliates, which is in any way obtained by GEI during its association with CLIENT. GEI further agrees to strive to limit, to a "need to know" basis, access by its employees to information referred to above.
- b) Unless compelled by law, governmental agency or authority, or order of a court of competent jurisdiction, or unless required pursuant to a subpoena deemed by CLIENT to be duly issued, CLIENT will not release to its employees or any other parties any concepts, materials, or procedures of GEI deemed by GEI to be proprietary and so explained to CLIENT.

10. OWNERSHIP OF DOCUMENTS.

Drawings, diagrams, specifications, calculations, reports, processes, computer processes and software, operational and design data, and all other documents and information produced in connection with the project as instruments of service (Project Documents), regardless of form, will be confidential and the proprietary information of GEI, and will remain the sole and exclusive property of GEI whether the project for which they are made is executed or not. CLIENT retains the right to use Project Documents for the furtherance of the project consistent with the express purpose(s) of the Project Documents, and for CLIENT's information and reference in connection with CLIENT's use and occupancy of the project. Any use of Project Documents for purposes other than those for which they were explicitly prepared shall be at CLIENT's sole risk and liability. CLIENT agrees to defend, indemnify, and hold GEI harmless from and against any claims, losses, liabilities, and damages arising out of or resulting from the unauthorized use of Project Documents.

11. TERMINATION AND SUSPENSION.

- a) This Agreement may be terminated by CLIENT for any reason upon 10 days written notice to GEI.
- b) This Agreement may be terminated by GEI for cause upon 30 days written notice to CLIENT.
- c) In the event that this Agreement is terminated for any reason, CLIENT agrees to remit just and equitable compensation to GEI for services already performed in accordance with this Agreement, subject to the limitations given in this Article 11, Termination and Suspension.

- d) In the event Client terminates this Agreement for cause, in determining just and equitable compensation to GEI for work already performed, CLIENT may reduce amounts due to GEI by amounts equal to additional costs incurred by CLIENT to complete the Agreement scope. Such additional costs incurred by CLIENT may include but are not limited to: (1) the additional costs incurred by CLIENT to engage another qualified consultant to complete the unfinished scope; and (2) CLIENT's labor costs and expenses to demobilize and remobilize its personnel to the site to coordinate with the new consultant.
- e) GEI may suspend any or all services under this Agreement if CLIENT fails to pay undisputed invoice amounts within 90 days following invoice date, by providing a 10-day written notice to CLIENT, until payments are restored to a current basis. In the event GEI engages counsel to enforce overdue payments, CLIENT will reimburse GEI for all reasonable attorney's fees and court costs related to enforcement of overdue payments, provided that CLIENT does not have a good faith dispute with the invoice. CLIENT will indemnify and save GEI harmless from any claim or liability resulting from suspension of the work due to non-current, undisputed payments.

12. DISPUTE RESOLUTION.

Both parties agree to submit any claims, disputes, or controversies arising out of or in relation to the interpretation, application, or enforcement of this Agreement to non-binding mediation pursuant to the Rules for Commercial Mediation of the American Arbitration Association, as a condition precedent to litigation or any other form of dispute resolution.

13. GENERAL CONSIDERATIONS.

- a) Authorized Representatives. The following individuals are authorized to act as CLIENT's and GEI's representatives with respect to the services provided under this Agreement:

For Client:	Mark Slown
	100 E. Division Street
	Ishpeming, MI 49849
For GEI:	Mark Stoor
	990 Lalley Road
	Iron River, MI 49935

- b) Nothing in this Agreement shall be construed as establishing a fiduciary relationship between Client and GEI.
- c) Notices. Any notice required under this Agreement will be in writing, submitted to the respective party's Authorized Representative at the address provided in this Article 13, General Considerations. Notices shall be delivered by registered or certified mail postage prepaid, or by commercial courier service. All notices shall be effective upon the date of receipt.
- d) Controlling Law. This Agreement is to be governed by the laws of the State of Michigan.
- e) Survival. All express representations, indemnifications, or limitations of liability included in the Agreement will survive its completion or termination for any reason. However, in no event shall indemnification obligations extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of repose or statute of limitations.
- f) Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon GEI and CLIENT.
- g) Waiver. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- h) Headings. The headings used in this Agreement are for general reference only and do not have special significance.
- i) Certifications. GEI shall not be required to sign any documents, no matter by whom requested, that would result in GEI having to certify, guaranty, or warrant the existence of conditions or the suitability or performance of GEI's services or the project, that would require knowledge, services or responsibilities beyond the scope of this Agreement.

- j) Third Parties. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or GEI. GEI's services hereunder are being performed solely for the benefit of CLIENT, and no other entity shall have any claim against GEI because of this Agreement or GEI's performance of services hereunder.

14. ADDITIONAL PROVISIONS.

- a) If Field Services are provided under this Agreement, the additional provisions included in **Exhibit D** shall apply. Field Services are defined as services performed on property owned or controlled by CLIENT, any federal, state, or local government or governmental agency, or other third party, and include, but are not limited to: site inspection, site investigation, subsurface investigation, sample collection, or sample testing.
- b) If the services of a Licensed Site Professional (LSP) or Licensed Environmental Professional (LEP) are provided under this Agreement, the additional provisions included in **Exhibit E** shall apply.
- c) If Engineering Design Services are provided under this Agreement, the additional provisions included in **Exhibit F** shall apply.
- d) If Opinions of Probable Construction Cost are provided under this Agreement, the additional provisions included in **Exhibit G** shall apply.
- e) If Construction Services are provided under this Agreement, the additional provisions included in **Exhibit H** shall apply.

15. EXHIBITS.

The following Exhibits are attached to and made a part of this Agreement:

- | | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | Exhibit A, Scope of Services and Schedule |
| <input checked="" type="checkbox"/> | Exhibit B, Payment Terms |
| <input checked="" type="checkbox"/> | Exhibit C, Insurance |
| <input type="checkbox"/> | Exhibit D, Special Provisions for Field Services |
| <input type="checkbox"/> | Exhibit E, Special Provisions for Services of Licensed Site/Environmental Professionals |
| <input checked="" type="checkbox"/> | Exhibit F, Special Provisions for Engineering Design Services |
| <input checked="" type="checkbox"/> | Exhibit G, Special Provisions for Opinions of Probable Construction Costs |
| <input type="checkbox"/> | Exhibit H, Special Provisions for Construction Services |

16. ACCEPTANCE.

The parties hereto have executed this Agreement as of the dates shown below.

For CLIENT:

For GEI:

By: _____
(Signature)

By:  _____
(Signature)

Mark Slown

(Print Name)

Michael J. Gatzow

(Print Name)

City Manager

(Title)

Senior Vice President

(Title)

(Date)

January 5, 2018

(Date)



Approved as to Form:

By: _____
Bonnie L. Hoff, Attorney At Law

(Date)

**STANDARD PROFESSIONAL SERVICES AGREEMENT
EXHIBITS A - H**

EXHIBIT A

Scope of Services and Schedule

See attached proposal/letter dated January 5, 2018.

EXHIBIT B

Payment Terms

Project will be billed in accordance with this agreement, and the amount billed will not exceed the amount referenced in the attached proposal letter dated January 5, 2018.

EXHIBIT C

Insurance

GEI will carry the following types and amounts of insurance:

- A. Worker's Compensation and Employer's Liability (statutory):
 - 1. In accordance with the laws of the state(s) in which services are performed.
- B. Commercial General Liability (CGL) Insurance:
 - 1. Bodily Injury and Property Damage Combined: \$1,000,000 per occurrence and in aggregate.
 - 2. Including explosion, underground drilling excavation, and collapse hazards.
 - 3. Including an endorsement providing Additional Insured Status to CLIENT under the policy.
- C. Comprehensive Automobile Insurance:
 - 1. Bodily Injury and Property Damage Combined: \$1,000,000 per accident.
 - 2. Includes all owned, non-owned, and hired vehicles used in connection with the services under this Agreement.
- D. Professional Liability Insurance:
 - 1. \$1,000,000 per claim and in aggregate.

EXHIBIT D

Special Provisions for Field Services

- A. Right of Entry. CLIENT agrees to furnish GEI with right of entry and a plan of boundaries of the site where GEI will perform its services. If CLIENT does not own the site, CLIENT represents and warrants that it will obtain permission for GEI's access to the site to conduct site reconnaissance, surveys, borings, and other explorations of the site pursuant to the scope of services in the Agreement. GEI will take reasonable precautions to minimize damage to the site from use of equipment, but GEI is not responsible for damage to the site caused by normal and customary use of equipment. The cost for restoration of damage that may result from GEI's operations has not been included in GEI's fee, unless specifically stated in **Exhibit B**.
- B. Underground structures. CLIENT will identify locations of buried utilities and other underground structures in areas of subsurface exploration. GEI will take reasonable precautions to avoid damage to the buried utilities and other underground structures noted. If locations are not known or cannot be confirmed by CLIENT, then there will be a degree of risk to CLIENT associated with conducting the exploration. In the absence of confirmed underground structure locations, CLIENT agrees to accept the risk of any damages and losses resulting from the exploration work.
- C. Presence of Hazardous Materials. If the services under this Agreement do not include services relating to hazardous waste, oil, asbestos, or other hazardous materials, as defined by federal, state, or local laws or regulations, and if such materials are discovered during GEI's work, CLIENT agrees to negotiate appropriate revisions to the scope, schedule, budget, terms, and conditions of this Agreement. When such hazardous materials are suspected, GEI will have the option to stop work, without financial penalty, until a modification to this Agreement is made or a new Agreement is reached. If a mutually satisfactory Agreement cannot be reached between both parties, this Agreement will be terminated, and CLIENT agrees to pay GEI for all services rendered up to the date of termination, including any costs associated with termination.

- ~~D. Disposal of Samples and Wastes Containing Regulated Contaminants. In the event that samples collected by GEI or provided by CLIENT, or wastes generated as a result of site investigation activities, contain or potentially contain substances or constituents which are or may be regulated contaminants as defined by federal, state, or local statutes, regulations, or ordinances, including but not limited to samples or wastes containing hazardous materials, said samples or wastes remain the property of CLIENT and CLIENT will have responsibility for them as a generator. If set forth in the Agreement, GEI will, at CLIENT's expense, perform necessary testing, and either (a) return said samples and wastes to CLIENT, or (b) using a manifest signed by CLIENT as generator, have said samples and/or wastes transported to a location selected by CLIENT for disposal. CLIENT agrees to pay all costs associated with the storage, transport and disposal of said samples and/or wastes. Unless otherwise provided in the Agreement, GEI will not transport, handle, store, or dispose of waste or samples or arrange or subcontract for waste or sample transport, handling, storage, or disposal. CLIENT recognizes and agrees that GEI is working as a bailee and at no time assumes title to said waste or samples or any responsibility as generator of said waste or samples.~~
- ~~E. Contribution of Hazardous Materials. CLIENT agrees that GEI has not contributed to the presence of hazardous wastes, oils, asbestos, biological pollutants such as molds, fungi, spores, bacteria, and viruses, and by-products of any such biological organisms, or other hazardous materials that may exist or be discovered in the future at the site. GEI does not assume any liability for the known or unknown presence of such materials. GEI's scope of services does not include the investigation or detection of biological pollutants such as molds, fungi, spores, bacteria, and viruses, and by-products of any such biological organisms. CLIENT agrees to indemnify and hold harmless GEI, its subconsultants, subcontractors, agents, and employees from and against all claims, damages, losses, and costs (including reasonable attorneys' fees) that may result from the detection, failure to detect, or from the actual, alleged, or threatened discharge, dispersal, release, escape, or exposure to any solid, liquid, gaseous or thermal irritant, asbestos in any form, or contaminants including smoke, vapor, soot, fumes, acids, alkalies, chemicals, waste, oil, hazardous materials, or biological pollutants. CLIENT's obligations under this paragraph apply unless such claims, damages, losses, and expenses are caused by GEI's sole negligence or willful misconduct.~~

EXHIBIT E

Special Provisions for Services of Licensed Site/Environmental Professionals

For services under this Agreement that require the engagement of a Licensed Site Professional (LSP) or a Licensed Environmental Professional (LEP) registered with and subject to the laws and regulations promulgated by the state in which the services are provided (collectively the LSP/LEP Program), the following will apply:

- ~~A. Under the LSP/LEP Program, the LSP/LEP owes professional obligations to the public, including, in some instances, a duty to disclose the existence of certain contaminants to the state in which the services are provided.~~
- ~~B. CLIENT understands and acknowledges that in the event that the licensed professional's obligations under the LSP/LEP Program conflict in any way with the terms and conditions of this Agreement or the wishes or intentions of CLIENT, the licensed professional is bound by law to comply with the requirements of the LSP/LEP Program. CLIENT recognizes that the licensed professional is immune from civil liability resulting from any such actual or alleged conflict.~~
- ~~C. CLIENT agrees to indemnify and hold GEI harmless from any claims, losses, damages, fines, or administrative, civil, or criminal penalties resulting from the licensed professional's fulfillment of the licensed professional's obligations under the LSP/LEP Program.~~

EXHIBIT F

Special Provisions for Engineering Design Services

- ~~A. Design Without Construction Phase Services. CLIENT understands and agrees that if GEI's services under this Agreement include engineering design and do not include Construction Related Services, then CLIENT:~~
- ~~1. Assumes all responsibility for interpretation of the construction Contract Documents.~~
 - ~~2. Assumes all responsibility for construction observation and review.~~
 - ~~3. Waives any claims against GEI that may be in any way connected thereto.~~

~~For purposes of this Agreement, Construction-Related Services include, but are not limited to: construction observation; review of the construction contractor's technical submittals; review of the construction contractor's progress; or other construction phase services.~~

B. Use of Documents.

1. The actual signed and sealed hardcopy construction Contract Documents including stamped drawings, together with any addenda or revisions, are and will remain the official copies of all documents.
2. All documents including drawings, data, plans, specifications, reports or other information recorded on or transmitted as Electronic Files are subject to undetectable alteration, either intentional or unintentional, due to transmission, conversion, media degradation, software error, human alteration, or other causes.
3. Electronic Files are provided for convenience and informational purposes only and are not a finished product or Contract Document. GEI makes no representation regarding the accuracy or completeness of any accompanying Electronic Files. GEI may, at its sole discretion, add wording to this effect on electronic file submissions.
4. CLIENT waives any and all claims against GEI that may result in any way from the use or misuse, unauthorized reuse, alteration, addition to, or transfer of the Electronic Files. CLIENT agrees to indemnify and hold harmless GEI, its officers, directors, employees, agents, or subconsultants, from any claims, losses, damages or costs (including reasonable attorney's fees) which may arise out of the use or misuse, unauthorized reuse, alteration, addition to, or transfer of Electronic Files.

EXHIBIT G

Special Provisions for Opinions of Probable Construction Costs

GEI's Opinions of Probable Construction Cost provided under this Agreement are made on the basis of GEI's experience and qualifications, and represent GEI's best judgment as an experienced and qualified professional generally familiar with the industry. However, since GEI has no control over the cost of labor, materials, equipment or services furnished by others, or over a contractor's methods of determining prices, or over competitive bidding or market conditions, GEI cannot and does not guarantee that proposals, bids or actual construction costs will not vary from Opinions of Probable Construction Cost prepared by GEI.

If CLIENT wishes greater assurance as to probable construction costs, CLIENT agrees to employ an independent cost estimator.

EXHIBIT H

Special Provisions for Construction Services

~~In accordance with the scope of services under this Agreement, GEI will provide personnel to observe the specific aspects of construction stated in the Agreement and to ascertain that construction is being performed, in general, in accordance with the approved construction Contract Documents.~~

- ~~A. GEI cannot provide its opinion on the suitability of any part of the work performed unless GEI's personnel make measurements and observations of that part of the construction. By performing construction observation services, GEI does not guarantee the contractor's work. The contractor will remain solely responsible for the accuracy and adequacy of all construction or other activities performed by the contractor, including: methods of construction; supervision of personnel and construction; control of machinery; false work, scaffolding or other temporary construction aids; safety in, on, or about the job site; and compliance with OSHA and construction safety regulations and any other applicable federal, state, or local laws or regulations.~~
- ~~B. In consideration of any review or evaluation by GEI of the various bidders and bid submissions, and to make recommendations to CLIENT regarding the award of the construction Contract, CLIENT agrees to hold harmless and indemnify GEI for all costs, expenses, damages and attorneys' fees incurred by GEI as a result of any claims, allegations, administrative proceedings, or court proceedings arising out of or relating to any bid protest or such other action taken by any person or entity with respect to the review and evaluation of bidders and bid submissions or recommendations concerning the award of the construction Contract. This paragraph will not apply if GEI is adjudicated by a court to have been solely negligent or to have actually engaged in intentional and willful misconduct without legitimate justification, privilege, or immunity; however, CLIENT will be obligated to indemnify GEI until any such final adjudication by a court of competent jurisdiction.~~



Ishpeming Carnegie Public Library

317 N. Main Street, Ishpeming, MI 49849 906.486.4381 • 906.486.6226 (fax)

To: Mark Slown, City Manager
FROM: Jessica Shirtz, Library Director
RE: Request lift of hiring freeze
DATE: January 4, 2018

I would like to request that the City lift the hiring freeze to allow for a part-time Library Clerk to be hired at the library for not more than 15 hours per week to replace a staff member who has tendered her resignation.

Sincerely,

Jessica Shirtz

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City of Ishpeming
Parks and Recreation Survey
Turn In Date: February 9, 2018

Purpose: This survey is an opportunity for you to influence decision-making about Park and Recreation in the City of Ishpeming. The survey information will become part of the 2018-2022 Community Recreation Plan.

Instructions: Please complete the following survey in ink and return it to City Hall.

Background Information: The City of Ishpeming is updating our Community Recreation Plan. Copies of the current plan (2014-2018) and a copy of a draft plan for 2018-2022 are located at the following places: Carnegie Public Library, City Hall, the Senior Center in Ishpeming, and on line at www.ishpemingcity.org

This survey is completely anonymous. If you have questions about the survey or wish to contact the City regarding this survey, please feel free to do so. If you need additional space for your comments, please use an additional sheet of paper and turn it in with this survey.

1. Park Accessibility:

Do the City's Park facilities have adequate accessibility for you and your family's needs?

Yes ___ No ___

If no, please tell us where or what accessible facilities are needed.

Regarding you or your family's accessibility needs, please check all of the needs that apply:

- ☐ Full Wheelchair Access
- ☐ Disability Designated Parking
- ☐ Wheelchair ramps
- ☐ No disability access needed, but other services are needed:

Please describe services needed: _____

2. Recreational Programs and Facilities:

What recreational programs or facilities do you use?

For example, Al Quaal Recreation area, Little League fields, horse shoes, tube slide, Teal Lake Lodge, playlots, etc..
Please list all the programs or facilities that you use—even if only once:

3. Recreational and Facility Needs:

Community leaders are discussing the following improvements in recreational programs and/or facilities in the City of Ishpeming: a downtown multi-purpose park (with a skatepark, a lighted ice rink, and public restrooms); improved tennis courts; an expanded trail network around the City; a toboggan run; a tow-rope system to encourage downhill skiing; a new 18 hole disc golf course; a T-ball facility; and better (improved/modern) playgrounds/playlots. Most of these projects would use a limited amount of City tax dollars. Instead, projects would be paid for with a combination of grants and private donations. In your opinion, what new recreational facilities or programs do we need in Ishpeming?

4. Maintenance/Care of Facilities:

The City has many recreational facilities, but a limited budget. The following questions are about the condition of City's park and recreation facilities:

Does the City adequately maintain the existing facilities? Yes _____ No _____

Would you be willing to pay more taxes for better facilities? Yes _____ No _____

Should the City close some facilities to better maintain the remaining facilities?

Yes _____ No _____

What facilities should the City close? _____

5. Overall Assessment of City of Ishpeming Parks and Recreations:

(Using a range of 1 to 5 with 1 being excellent and 5 being poor)

Rate the City's Parks and Recreation Programs and Facilities: _____

Thank you for completing this survey.
Before February 9, 2018, please return it to:
City Hall
Attention: Mark Slown
100 E. Division Street, Ishpeming, MI 49849

City Hall
Attention: Mark Slown
100 E. Division Street
Ishpeming, MI 49849

Resident Address