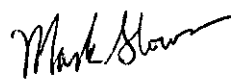


AGENDA
ISHPEMING CITY COUNCIL REGULAR MEETING
Wednesday, October 3, 2018, at 7:00 p.m.
Ishpeming City Hall Conference Room, 100 E. Division Street, Ishpeming MI
City Hall Telephone Number: (906) 485-1091

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 (September 5th and 19th)
 - b. Approval of Disbursements (Councilman Koski and Councilman Lehmann)
 - c. Northern Michigan Public Service Academy 2018-2019 Annual Dues
 - d. Reappoint Janice Stone to a 5 year term on the Housing Commission
 - e. Final Payment to A&F Construction for Library Entry Improvements
8. Monthly Financial Statement Report
9. RAMBA Proposal for New Trail
10. Sale of property next to the Royal Pub: 213 S. First Street
11. Special Event Application: Gus Macker: August 23-25, 2019
12. Rural Development Water Improvement Project
 - a. Change Order #8, Contract I
 - b. Change Order #7, Contract II
 - c. Rural Development Draw #12
 - d. Pay Application #10, Contract III
13. Renewal of Postage Meter Lease with Pitney Bowes
14. Second Reading of Amendment to Ordinance #2-700, Inoperable Motor Vehicles
15. Uniform Traffic Code – Traffic Control Orders
16. Vacant DPW Position
17. Request to waive outstanding balance for 204 Cleveland Avenue
18. Renewal of Agreement with Anderson Tackman and Company for auditing services
19. Recommendation from Planning Commission to rezone parcel on East side of Third St. North of Bessemer St.
20. Appoint Committee to discuss Cost Recovery Ordinances
21. Old Business
22. New Business
23. Mayor and Council Reports
24. Manager's Report
25. Attorney's Report
26. Adjournment



Mark Slown
City Manager

1e

A & F CONSTRUCTION CO., INC.

Phone: 906-228-9272 * General Contracting * FAX 906-228-6042

Randy Cell: 361-6072 112 W. Washington St., Suite M

Marquette MI 49855

a.fconstruction@att.net

Invoice # Three Repairs to sandstone entry way to Library

date of Invoice

7/25/2018

City of Ishpeming

100 E Division St

Ishpeming, MI 49849

Total Invoice - Amount Due \$ 3,000.00

Attn: Mark Slown

Progress Billing # 3

Original Contract Sum	\$ 27,000.00
Net Changes by Change Orders	\$ -
Contract Sum To Date	\$ 27,000.00
 Paid to date 12-20-16	\$ (18,000.00)
2-5-18	\$ (6,000.00)

Final Billing Amount for Project	\$ 3,000.00
----------------------------------	-------------

Please Remit :

A & F Construction Co Inc

112 W Washington St. Suite M

Marquette MI 49855

Submitted By : A&F Construction Co., Inc

Doug Griffen

Doug Griffen

CITY OF ISHPEMING
 POOLED CASH REPORT (FUND 999)
 AS OF: SEPTEMBER 26TH, 2018



FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<u>CLAIM ON CASH</u>					
101-000-009-000		CLAIM ON CASH	1,576,269.73 (	151,988.73)	1,424,281.00
202-000-009-000		CLAIM ON CASH	251,353.15	43,096.70	294,449.85
203-000-009-000		CLAIM ON CASH	207,878.01	10,954.15	218,832.16
206-000-009-000		CLAIM ON CASH	34,920.43 (	11,825.00)	23,095.43
211-000-009-000		CLAIM ON CASH	224,779.13	0.00	224,779.13
220-000-009-000		CLAIM ON CASH	(40,166.93)	0.00 (	40,166.93)
226-000-009-000		CLAIM ON CASH	212,824.31 (	15,846.89)	196,977.42
247-000-009-000		CLAIM ON CASH	0.00 (	4,425.00)	4,425.00)
248-000-009-000		CLAIM ON CASH	191,487.12 (	21,887.89)	169,599.23
268-000-009-000		CLAIM ON CASH	44,923.05	19.28	44,942.33
271-000-009-000		CLAIM ON CASH	(763.83)	0.00 (	763.83)
401-000-009-000		CLAIM ON CASH	491,540.06 (	5,032.39)	486,507.67
590-000-009-000		CLAIM ON CASH	1,429,291.54	22,648.56	1,451,940.10
591-000-009-000		CLAIM ON CASH	(264,570.40)	30,630.54 (	233,939.86)
661-000-009-000		CLAIM ON CASH	188,770.42 (	11,386.65)	177,383.77
TOTAL CLAIM ON CASH			4,548,535.79 (	115,043.32)	4,433,492.47
			=====	=====	=====

List of Funds:

Fund 101 - General Fund	Fund 274 - Revolving Loan
Fund 202 - Major Street Fund	Fund 401 - Public Improvement Fund
Fund 203 - Local Street Fund	Fund 590 - Sewer Fund
Fund 206 - Fire Fund	Fund 591 - Water Fund
Fund 211 - Firefighter Longevity	Fund 661 - Motor Pool Equipment Fund
Fund 220 - Lake Bancroft Fund	Fund 701 - Trust & Agency
Fund 226 - Garbage Fund	Fund 703 - Tax Collection
Fund 247 - Building Authority	Fund 711 - Cemetery Perpetual Care
Fund 248 - DDA	Fund 712 - Cemetery Care Fund
Fund 268 - Library Special Fund	Fund 732 - Act 345 Police/Fire Pension
Fund 271 - Library State Aid	

Fund	Share of Pooled Cash	Revenue	Expense	NI/NL	Fund Balance	Projected 12/31/2018 Fund Balance
101 - General	\$ 1,424,281.00	\$ 2,306,095.00	\$ 2,202,747.56	\$ 103,347.44	\$ 989,009.04	\$ 726,210.00
202 - Major Street	\$ 294,449.85	\$ 544,261.10	\$ 367,537.65	\$ 176,723.45	\$ 294,449.85	\$ 297,217.00
203 - Local Street	\$ 218,832.16	\$ 242,398.73	\$ 205,722.62	\$ 36,676.11	\$ 218,832.16	\$ 191,376.00
226 - Garbage	\$ 196,977.42	\$ 375,628.40	\$ 466,422.18	\$ (90,793.78)	\$ 213,193.14	\$ 210,917.00
401 - Public Imp	\$ 486,507.67	\$ 513,674.88	\$ 259,503.09	\$ 254,171.79	\$ 486,507.67	\$ 295,891.00
590 - Sewer	\$ 1,451,940.10	\$ 1,118,997.80	\$ 837,167.42	\$ 281,830.38	\$ 9,279,674.95	\$ 9,413,677.00
591 - Water	\$ (233,939.86)	\$ 1,559,240.66	\$ 875,305.54	\$ 683,935.12	\$ 4,462,627.52	\$ 4,063,782.00

Notes:

1. All fringe benefits are paid from the General Fund and then allocated back to other funds based on a fringe benefit rate on a quarterly basis. The 2nd Quarter 2018 has been recorded.

2. - Depreciation expense has been recorded in the Sewer & Water Funds through August 2018.

3. State revenue sharing in the General Fund has been recorded through June 2018.

Paid by the state in 2-month increments with a 2-month lag.

9
Cathy Smith

-----Original Message-----

From: Danny Hill <imfinn@aol.com>

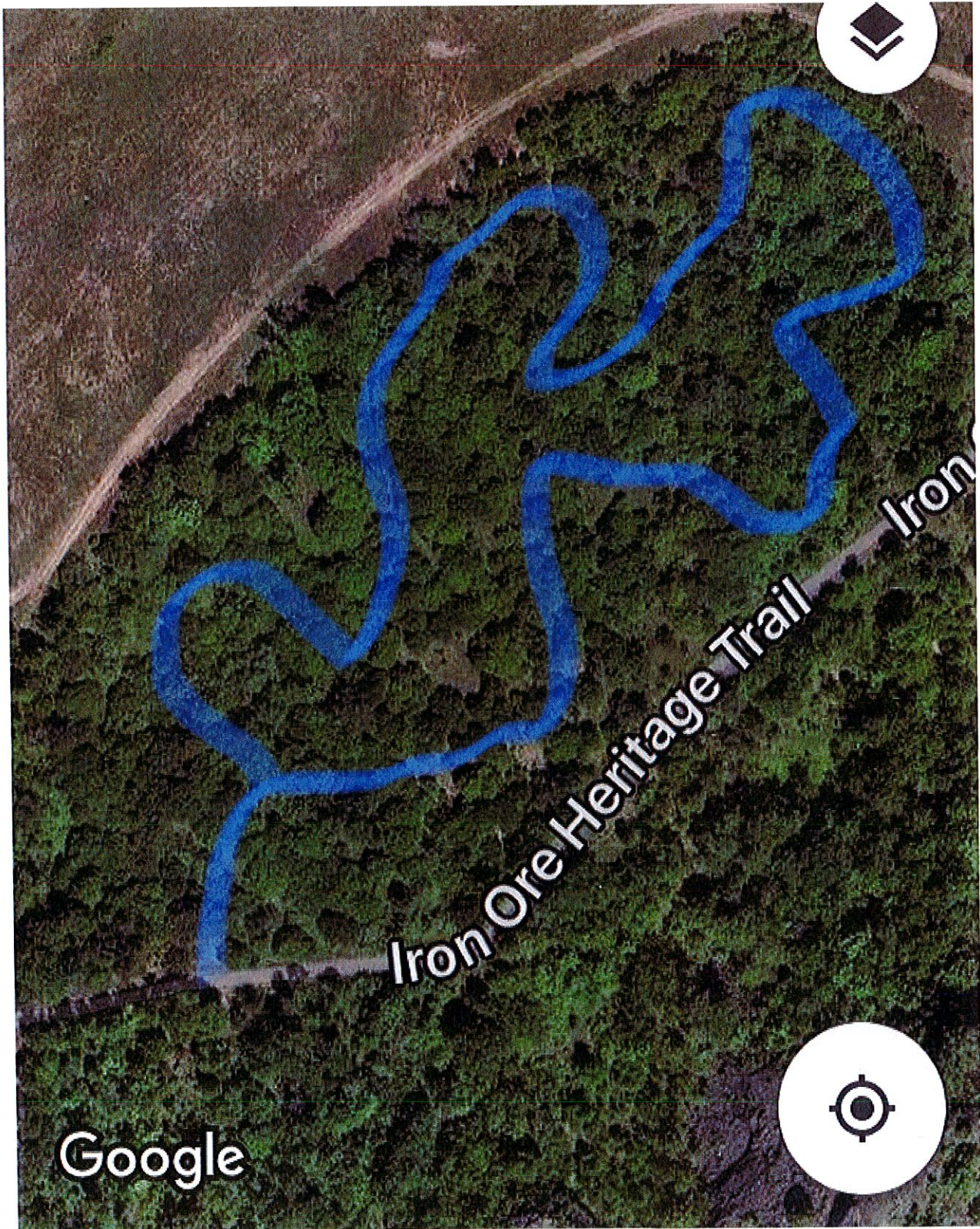
Sent: Thursday, September 6, 2018 9:55 PM

To: City Manager <citymanager@ishpemingcity.org>

Subject: New RAMBA trail

Hi Mark,

We are looking to build a new trail for beginning mountain bikers in the location enclosed in the picture below. It is adjacent to the Iron Ore Heritage Trail and the Old Dump. It is in a great location because there is little to no elevation change and it is located very close to our HOB Trailhead. It would be great if we could get this brought in front of the next City Council meeting.



AGREEMENT FOR THE TRANSFER
OF REAL ESTATE

This agreement ("Agreement") is made between The Royal Pub, Inc., 205 E. Division Street, Ishpeming, MI 49849, referred to as "Buyer" and the City of Ishpeming, a Michigan municipal corporation, of 100 E. Division Street, Ishpeming, MI., 49849 as "Seller," as follows:

1. Seller agrees to transfer and Buyer agrees to accept the following described real property located in the City of Ishpeming, County of Marquette, and State of Michigan, and more particularly described as:

201 E. Division Street (Original Plat City of Ishpeming S. 62' of Lot 55 and N.38' of Lot 55)

and

207 E. Division Street (Original Plat City of Ishpeming Lot 57).

subject to the following:

- a. exceptions, reservations, and conditions contained in the instruments constituting the record chain of title to said property;
- b. retained easement
- c. City zoning ordinances and regulations;
- d. terms and conditions set forth in this agreement.

The properties known as 201 East Division Street (including both parcel #52-51-050-055-00 and parcel #52-51-050-055-50) and 207 East Division Street, Ishpeming, Michigan, also identified as parcels #52-51-050-057-00.

2. Consideration: The Buyer will pay to the Seller \$4,000 in cash and also the Buyer agrees to make certain valuable improvements listed below (estimated to be worth about \$8,000) as shown on the attached diagram (Exhibit A) prior to closing. The improvements the Buyer will make shall include the following:

- a. The Buyer shall install a ten-foot wide grass strip along the entire Southern boundary of each lot (shown in Exhibit A). This grass strip may serve as a snow stock pile area for the mutual benefit of both Seller and Buyer.

- b. The Buyer shall plant four deciduous trees (two on each side) centered in the grass strip area.
- c. On Lot 55, the Buyer shall install an outdoor patio area (not less than 20 feet by 30 feet) to be constructed of brick pavers or concrete (as shown in Exhibit A).
- d. Said patio is to be furnished with patio tables and chairs purchased by the Buyer (which will be stored indoors at the Buyer's expense during winter months).
- e. Install a three-foot tall decorative fence (not chain link) around the edge of the patio with at least one gate for pedestrian access.
- f. Install decorative landscaping (grass, shrubs, and/or flowers) per Exhibit A.
- g. Install a Hot Mix Asphalt (HMA) paved parking lot in Lot 57 including two ADA accessible parking spaces.
- h. Install parking lot drainage per specification of the Seller
- i. Install exterior lighting to illuminate the entire premises. Lighting will be shaded to prevent direct illumination outside of the premises.

As a condition precedent to closing, the Buyer shall complete all improvements, and in no event shall improvements be completed later than October 30, 2021.

3. Buyer further agrees to maintain all improvements in a serviceable and attractive condition, including landscaping, and agrees to assume responsibility for the mowing and watering of grass and trees on the premises at owner's expense.

4. Buyer agrees to make all the improvements listed above before October 30, 2021.

5. "Closing" or "Closes" or "Close" as used herein shall mean the time and date for delivery of the Quit Claim deed by Seller to Buyer which date shall occur on or before October 30, 2021. Should closing not occur on or before October 30, 2021, then this agreement is null and void and neither party shall have any further obligations under this Agreement.

6. This Agreement constitutes the entire agreement between the parties, and all prior oral or written agreements, promises, and discussions between the parties concerning the Premises are merged into this Agreement. This Agreement may not be modified or amended unless by a separate written instrument signed by both parties.

7. This Agreement shall be applied, construed, and enforced in accordance with the laws of the State of Michigan. Venue for any disputes under this Agreement shall lie in Marquette County, Michigan.

8. All promises, covenants, and undertakings set forth herein shall survive the Closing.

9. This Agreement has been signed and is effective as of _____, 2018, which is the "Effective Date."

City of Ishpeming, Seller

Date of Signature: _____

By: _____
Joseph Juidici
Its: Mayor

Royal Pub, Inc.

Date of Signature: _____

By: Thomas and Karen Auston
It's: Officers/Directors/Shareholders

48

52

53

54



1" = 25'

JUL 19 2018

52-51-050-055-00

N. 38'

52-51-050-055-50

S. 62'

52-51-050-056-00

52-51-050-057-00

6'-3"

55

56

57

100'

ROYAL
PUB

35

30

35

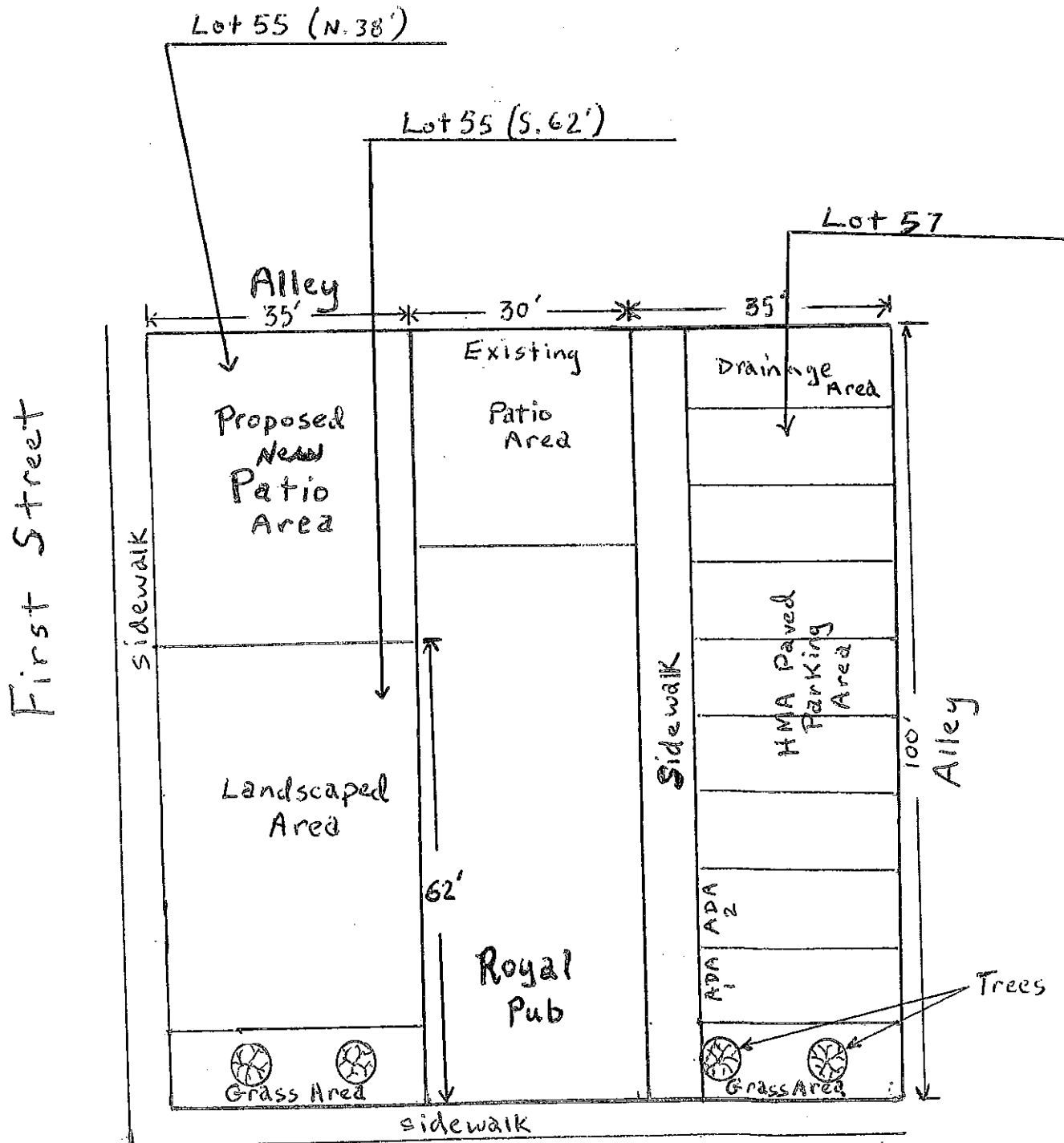
20

DIVISION

S T R

Exhibit A - Royal Pub AND

ADJOINING Lots 55 AND 57



Division Street

Scale: 1/2 inch \approx 10 feet

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 Community Events
AKA Ishpeming Business Association Phone 906-250-4823

Organization Address 910 US Hwy 41 West

Organization's Agent Jennifer Hendrickson Phone 906 250 4823

Agent's Title Board member

Agent's Address 586 Goldmine Creek Drive

Event Name Gus Macker 3-on-3 Basketball Tournament

Event purpose Basketball & community event

Event Dates August 23rd - August 25th, 2019

Event Times August 23rd morning - August 25th evening

Event Location Hematite from Main to 3rd
possibly first to Cleveland for Vendors, overflow, etc.

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 TBD 2020

Next year's Specific Dates: TBD 2020

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: occasional police presence
throughout the weekend

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.

7/21/15

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.

9-18-18
Date

Jennifer Hendrickson
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

8

Effective Date:



Owner's Contract No.:

Contractor's Project No.:

Engineer's Project No.: 1508090

Contract Name: Contract I

Description: Remove work on D Street, E Street, and Adams Street for adjustments to Contract II. Adjust contract times to line up completion times with Contract II

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By:		By:		By:	
	Engineer (if required)		Owner (Authorized Signature)		Contractor (Authorized Signature)
Title:	Project Manager	Title:		Title:	Saari, P.E.
Date:	09/25/18	Date:		Date:	2018.09.21 16:19:13 -0400

By: _____ Date: _____
Title: _____

12(b)

Change Order No. 7

Date of Issuance:	Effective Date:
Owner: City of Ishpeming	Owner's Contract No.:
Contractor:	Contractor's Project No.:
Engineer: GEI Consultants of Michigan, P.C.	Engineer's Project No.: 1508090
Project: RD Water System Improvements	Contract Name: Contract II

The Contract is modified as follows upon execution of this Change Order:

Description: Add quantity to reflect work installed. No additional engineering as part of this change order.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>4,256,816.06</u>	Original Contract Times: Substantial Completion: <u>October 1, 2018</u> Ready for Final Payment: <u>November 14, 2018</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>6</u> : \$ <u>1,747,034.81</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>6</u> : Substantial Completion: <u>289</u> Ready for Final Payment: <u>259</u>
Contract Price prior to this Change Order: \$ <u>6,003,850.87</u>	Contract Times prior to this Change Order: Substantial Completion: <u>July 17, 2019</u> Ready for Final Payment: <u>July 30, 2019</u> days or dates
[Increase] [Decrease] of this Change Order: \$ <u>16,551.80</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days or dates
Contract Price incorporating this Change Order: \$ <u>6,020,402.67</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>July 17, 2019</u> Ready for Final Payment: <u>July 30, 2019</u> days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: <u>[Signature]</u>	By: _____	By: <u>Gary L. Saari</u>	By: _____	By: <u>Gary L. Saari</u>	By: _____
Title: <u>Project Manager</u>	Title: <u>Owner (Authorized Signature)</u>	Title: <u>Contractor (Authorized Signature)</u>	Title: _____	Title: <u>Saari, P.E.</u>	Title: _____
Date: <u>09/25/18</u>	Date: _____	Date: _____	Date: _____	Date: <u>2018.09.21 16:21:11 -04'00'</u>	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

12(c)

City of Ishpeming
City Council Meeting Action
Rural Development Water System Improvements Project
Twelfth 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 \$896,934.87; and GEI
Consultants of Michigan, PC \$83,229.28.

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 Skauge</u>	_____AYE	_____NAY	_____ABSENT
<u>Mike Tonkin</u>	_____AYE	_____NAY	_____ABSENT

BY:

Tammie Leece, City Clerk

DATE: October 3, 2018

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

FORM APPROVED
OMB NO. 0575-0015

Name of Borrower City of Ishpeming - RD Water System Improvements

Items	Amount of Funds
Development	\$ 896,934.87
Contract or Job No. <u>I</u>	
Contract or Job No. <u>II</u>	
Contract or Job No.	
Land and Rights-of-Way	
Legal Services	
Engineering Fees	83,229.28
Interest	
Equipment	
Contingencies	
Refinancing	
Initial O & M	
Other	
TOTAL	\$ 980,164.15

Prepared by City of Ishpeming

By Joseph Juidici, Mayor

Name of Borrower

Date 10/3/18

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
BREAKDOWN OF COSTS
ESTIMATE OF FUNDS NEEDED RD FORM 440-11 TWELFTH DRAW
GEI PROJECT #1508090**

1. Construction

Contract I \$ 562,215.41 (See attached Pay Application)
Contract II \$ 334,719.46 (See attached Pay Application)

Total Construction ==> \$ 896,934.87

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

Total Resident Engineering ==> \$ 83,229.28 (See attached invoices)

Total All Categories Eleventh Draw ==> \$ 980,164.15

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

1. Construction

Pay App No.	Invoice Date	Invoice Amount	Progress Billing No.	Billed to Date
Contract I - 11	5/22/2018	\$ 562,215.41	11	\$ 2,994,054.59
Contract II - 10	5/22/2018	\$ 334,719.46	10	\$ 3,883,220.37

Total Construction==> \$ 896,934.87

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

Task 1002

Invoice No.	Invoice Date	Invoice Amount	Progress Billing No.	Billed to Date
5005427	9/18/2018	\$ 83,229.28	30	\$ 374,432.84

Total Billed ==> \$ 83,229.28



Contractor's Application for Payment No. 10

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE		Application Period: 8/20/2018 - 9/16/2018	Application Date: 9/20/2018
To (Owner):	City of Ishpeming	From (Contractor):	A. Lindberg & Sons, Inc.
Project:	RD Water System Improvements	Contract:	III
Owner's Contract No.:		Contractor's Project No.:	2263.17
		Engineer's Project No.:	1508090
		Via (Engineer):	GEI Consultants of Michigan, P.C.

Application For Payment Change Order Summary


Approved Change Orders		1. ORIGINAL CONTRACT PRICE	
Number	Additions	Deductions	
#001	\$4,500.00		\$ \$565,602.50
#002	\$126,201.90		\$ \$224,647.65
#003	\$60,498.90		\$ \$790,250.15
#004	\$19,285.75		
#005	\$14,161.10		
TOTALS	\$224,647.65		
NET CHANGE BY	\$224,647.65		
CHANGE ORDERS			

2. Net change by Change Orders	\$ \$565,602.50
3. Current Contract Price (Line 1 + 2)	\$ \$224,647.65
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)	\$ \$ 410,231.42
5. RETAINAGE:	
a. 5% X \$ 393,163.43 Work Completed	\$ \$ 19,658.17
b. 5% X \$ 17,068.00 Stored Material	\$ \$ 853.40
c. Total Retainage (Line 5a + Line 5b)	\$ \$ 20,511.57
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$ \$ 389,719.85
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$ \$ 338,390.97
8. AMOUNT DUE THIS APPLICATION	\$ \$ 51,328.88
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)	\$ \$ 400,530.29

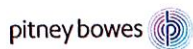
Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:  Date: 9/20/2018

Payment of: \$ 51,328.88 (Line 8 or other - attach explanation of the other amount) 09/25/18
is recommended by:  (Engineer) (Date)
Payment of: \$ (Line 8 or other - attach explanation of the other amount)
is approved by: (Owner) (Date)
Approved by: Funding Agency (if applicable) (Date)

12(d)



NASPO ValuePoint FMV Lease Agreement (Option C)

--	--	--	--	--	--	--	--	--	--

Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee

Tax ID # (FEIN/TIN)

CITY OF ISHPEMING

Sold-To: Address

100 E DIVISION ST, ISHPEMING, MI, 49849-2084, US

Sold-To: Contact Name

JAMES LAMPMAN

Sold-To: Contact Phone

(906) 485-1091

Sold-To: Account

0011674127

Bill-To: Address

100 E DIVISION ST, ISHPEMING, MI, 49849-2084, US

Bill-To: Contact Name

JAMES LAMPMAN

Bill-To: Contact Phone

(906) 485-1091

Bill-To: Account

0011674127

Bill-To: Email

financedirector@ishpemingcity.org

Ship-To: Address

100 E DIVISION ST, ISHPEMING, MI, 49849-2084, US

Ship-To: Contact Name

JAMES LAMPMAN

Ship-To: Contact Phone

(906) 485-1091

Ship-To: Account

0011674127

PO #

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROC SERIES	SendPro C200, C300, C400
1	1E35	4" White Label Printer w/lifter base
1	1FXA	1FXA DM Series INVIEW Dashboard
1	1H00	SendPro C Series Meter
1	2H00	C Series Base
1	APAC	Connect+ Accounting Weight Break Reports
1	APAV	Cost Acctg Accounts Level (25)
1	APB1	COST ACCOUNTING DEVICES (2)
1	APKN	ACCOUNT LIST IMPORT/EXPORT
1	C300	SendPro C300
1	CAAA	Cost Accounting Bronze plan
1	DM3RKL	RETURN KIT FOR DM300 - LARGE
1	F90I	Basic Installation and Training
1	HZ80001	SendPro C Series Drop Stacker

1	MP81	C Series Integrated Scale
1	NV50	NV50 INVIEW Dashboard 1 unit DM125/DM225
1	NV90	NV90 - INVIEW Subscription
1	NV90KIT	Inview Welcome Kit
1	NV99	INVIEW MMS Base Software
1	NV99KIT	Inview Welcome Kit
1	PTJ1	Postal Shipping
1	PTJB	SendPro Basic 50 Users
1	PTJN	SINGLE USER ACCESS
1	PTJR	50 User Access with Hardware or Meter
1	PTK1	WEB BROWSER INTEGRATION
1	PTK2	SendPro C Series Shipping Integration
1	SJS3	C300 SOFTGUARD
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro C200, C300, C400)
1	ZH24	Manual Weight Entry
1	ZH26	HZ02 50 LPM SPEED
1	ZHC3	SendPro C300 Base System Identifier
1	ZHD5	USPS Rates with Metered Letter
1	ZHD7	E CONF SERVICES FOR METERED LTR. BDL
1	ZHWM	10 LBS. / 5 KG WEIGHING OPTION FOR MP81

If any green products: The equipment covered by this Agreement includes remanufactured products that have gone through our factory certification testing process.

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 119.92	\$ 359.76

*Does not include any applicable sales, use, or property taxes which will be billed separately.

- () Tax Exempt Certificate Attached
 () Tax Exempt Certificate Not Required
 () Purchase Power® transaction fees included
 (X) Purchase Power® transaction fees extra

NASPO VALUEPOINT ADSP016-169897; ADSP016-169897; 171180000000011
State/Entity's Contract #

Pitney Bowes Signature _____

Print Name _____

Title _____

Date _____

Account Rep Name	Email Address
Account Rep Name	Email Address

ORDINANCE NO. 2-700

AN ORDINANCE TO REGULATE THE PARKING OF INOPERABLE MOTOR VEHICLES
AND THE USE OF MOTOR VEHICLES FOR STORAGE PURPOSES

THE CITY OF ISHPEMING ORDAINS:

Section 2-701. Definitions. As used herein, the following terms shall be defined as follows:

- a. Motor Vehicle. "Motor vehicle" means every vehicle which is self-propelled.
- b. Vehicle. "Vehicle" means every device in, upon, or by which any person or property is or may be transported or drawn on a highway, except devices which are moved exclusively by human power or which are used exclusively on stationary rails or tracks and except for a mobile home as defined in Section 2 of Act No. 419 of the Public Acts of 1976, being MCL 125.1101 et. seq.; M.S.A. 19.855(1) et. seq.
- c. Inoperable Motor Vehicle. Every motor vehicle which does not satisfy all of the following requirements shall be considered an inoperable motor vehicle:
 - i) The vehicle is in operating condition and can be operated under its own power; and
 - ii) The vehicle satisfies all requirements of the Michigan Motor Vehicle Code, being Act No. 300 of the Public Acts of 1949, as amended (MCLA §257.1 et. seq.), including but not limited to having current registration plates, and meeting all requirements for headlights, tail lights, and all other equipment required for operation on a public highway; and
 - iii) The vehicle is currently insured for comprehensive coverage, at a minimum.
- d. Landowner. "Landowner" means the person, firm, corporation, or entity that is the record legal title owner of the parcel of land upon which an inoperable motor vehicle is kept, stored, placed, or found.

Section 2-702. No landowner shall permit ~~or suffer~~ any inoperable motor vehicle to be parked, stored, kept, maintained, or left on any parcel of land in the City of Ishpeming, except as provided in Section 2-703 hereof. No owner of a motor vehicle shall park, store, keep, maintain or leave an inoperable motor vehicle on any parcel of land in the City of Ishpeming, except as provided in Section 2-703 hereof.

Section 2-703. Inoperable motor vehicles may be stored, parked, kept, maintained, or left only as follows:

- a. In a fully enclosed building;
- b. By a licensed junk or scrap dealer, and then only in accordance with applicable statutes, ordinances and regulations, and then only if such use is permitted under the City Zoning Ordinance;

- c. By State licensed service stations or State licensed auto repair businesses and then only if such use is permitted under the City Zoning Ordinance;
- d. By any governmental agency;
- e. ~~Under a permit issued by the City Council in accordance with the terms of Section 2-704 hereof.~~

~~Section 2-704. Upon written application, the City Council may issue a permit, for a period of time not to exceed six (6) months, allowing outdoor storage of an inoperable motor vehicle for any of the following reasons:~~

- a. ~~Storage of any historic or classic vehicle;~~
- b. ~~Any vehicle in the process of restoration or repair;~~
- c. ~~Any vehicle which by reason of special circumstances is deemed by the City Council to warrant such a permit.~~

Section 2-~~704~~⁷⁰⁵. The storage, parking or keeping of any inoperable motor vehicle which shall continue for a period of ten (10) days after service of notice of violation of this ordinance is hereby declared to be a public nuisance. Such nuisance shall be abated, and the Police Department shall have the same authority to impound and dispose of inoperable motor vehicles prohibited herein as provided for vehicles abandoned in the public streets or on private property under M.C.L.A. Section 257.252a, et. seq.

Section 2-~~705~~⁷⁰⁶. Notices of violation of this ordinance shall be in writing, shall describe the inoperable motor vehicle and its location, and shall be served upon the landowner or upon the owner of the vehicle, or both, by first class mail sent to their last known addresses.

Section 2-~~706~~⁷⁰⁷. Any landowner who shall allow, permit, or suffer another person to continue to store or keep on his property an inoperable motor vehicle in violation of the terms of this ordinance more than ten (10) days after service of notice of violation of this ordinance is guilty of a misdemeanor. Every owner of an inoperable motor vehicle who shall allow the vehicle to be parked, stored, kept, or maintained in violation of the terms of this ordinance more than ten (10) days after service of notice of violation of this ordinance is guilty of a misdemeanor.

Any landowner who shall allow or permit another person to continue to store or keep on his or her property an inoperable motor vehicle in violation of the terms of this ordinance more than ten (10) days after service of notice of violation of this ordinance is responsible for a municipal civil infraction and shall be subject to payment of a civil fine as provided in the City's Annual Fee Schedule.

Every owner of an inoperable motor vehicle who shall allow the vehicle to be parked, stored, kept or maintained in violation of the terms of this ordinance more than ten (10) days after service of notice of violation of this ordinance is responsible for a municipal civil infraction and shall be subject to payment of a civil fine as provided in the City's Annual Fee Schedule.

Section 2-~~707~~⁷⁰⁸. It shall be unlawful for any landowner to permit or suffer any motor vehicle, with or without wheels on it, to be parked, kept or maintained on any parcel of land in the City of Ishpeming for the purpose of using said vehicle for

the storage of garbage, trash, refuse, wood, junk, furniture, appliances, clothing, metal, synthetic materials, goods, wares, books, records, papers, or any other personal property of any kind; provided, however, that this section shall not apply to any vehicle which is regularly used on a weekly basis for the transportation of goods, wares, or merchandise, or for the removal of garbage, trash, refuse or junk to a disposal area.

~~Section 2-708709. Any landowner or motor vehicle owner who violates this Ordinance shall be guilty of a misdemeanor, and upon conviction thereof shall be punished by a fine not to exceed \$100.00 or by imprisonment in the Marquette County Jail for a period not to exceed 90 days, or by both such fine and imprisonment.~~

Any landowner or motor vehicle owner who violates this ordinance shall be responsible for a municipal civil infraction and shall be subject to payment of a civil fine as provided in the Annual Fee Schedule.

- 1) First violation. Any person who admits responsibility for, or who is found responsible for, a violation of Section 2-706 shall be subject to a civil fine as set forth in the Annual Fee Schedule adopted by the City Council.
- 2) Second violation. Any person who admits responsibility for, or who is found responsible for, a second violation of Section 2-706 shall be subject to a civil fine as set forth in the Annual Fee Schedule adopted by the City Council.

Section 2-710. This ordinance shall take effect upon legal publication.

Adopted: March 8, 1972
Amended: July 22, 1987
Amended: October 21, 1987
Amended: August 9, 1989
Amended: June 8, 1994
Amended: December 17, 1997
Amended: January 8, 2003
Amended: May 6, 2009
Amended: June 6, 2012
Amended:



CITY OF ISHPEMING, MICHIGAN

100 East Division Street • Ishpeming, Michigan 49849

City Manager	485-1091	Police	486-4416	Assessor	485-1091
City Clerk	485-1091	Rental Inspector	485-1091	Library	486-4381
Treasurer	485-1091	Fire	486-4426	Cemetery / Parks	486-6181
City Attorney	485-1091	Public Works	486-9371	Fax	485-6246

MEMO

TO: Tammie Leece, City Clerk

FROM: Carl Petersen, DPW Director

RE: Traffic Control Order

DATE: September 21, 2018

By authority of R 28.1153, Rule 153 of the Uniform Traffic Code, I hereby issue the following traffic control order.

1. Added to Section VIII, Handicapped Parking: South side of the 300 block of Cleveland Avenue, first parking space to the east of the loading zoning designation.
2. Added to Section VIII, Handicapped Parking: South side of the 100 block of Barnum Street, in front of the handicapped ramp at the Carnegie Public Library.
3. Added to Section I, Yield ROW Intersections: Pine Street shall yield to Lower Pine Street
4. Removed from Section II, Stop Intersections: Intersection containing a Stop-and-Go Traffic Light: "U.S. 41 and Second Street"
5. Correction to Section IV, Designated Through Streets, Item #3: Should read "Third Street from Cleveland Avenue North to 2nd / 3rd Street Roundabout"
6. Correction to Section VII, Parking Control, Item 3: Should say "Gossard Building" not Pioneer Square"

cas

cc: Steve Snowaert, Chief of Police
Bonnie Hoff, City Attorney
Ed Anderson, Fire Chief
Mark Slown, City Manager



The City of Ishpeming is an equal opportunity program/employer.
Auxiliary aids and service are available upon request to individuals with disabilities.

HOME OF THE U.S. SKI AND SNOWBOARD HALL OF FAME



CITY OF ISHPEMING, MICHIGAN

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City Manager	485-1091	Police	486-4416	Assessor	485-1091
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Memorandum

To: City Council
CC: Mark Slown, City Manager
From: Jim Lampman, Finance Director
Date: 09/26/2018
Re: Audit Services Agreement

Hello,

Attached you will find a proposal from Anderson, Tackman, and Company (ATCO) for audit services for the years ended 2018, 2019 and 2020. There are also two option years available for 2021 and 2022. In my discussions with ATCO, they initially proposed a 5% increase in the audit fee, which is the increase they are presenting to clients across the board. I explained that 5% is beyond an inflationary increase, and I would have to recommend going out for bid unless we could come to a more reasonable fee. In the end, after some negotiation, ATCO agreed to a 3% increase, which is more in line with what the city has been historically charged and is more in line with inflation. As in the past, the fees presented are a "base bid" and additional fees may be charged based on the new accounting pronouncements, whether a federal compliance audit must be performed, or level of cooperation from staff, etc. Please keep in mind that there are indirect costs associated with changing auditors whereby it places additional work on staff to "train in" new auditors.

If council approves this agreement, then we will schedule the preliminary 2018 audit work for December. If council chooses to pass on this agreement and bid out the services, then that will most likely push back our normal audit timeline a bit.

I will not be present at the October 3, 2018 council meeting as I'm leaving town that day to attend the MERS Annual Conference, but please feel free to contact me prior to Wednesday should you have any questions. I asked Mike Greutz of ATCO to be present for the meeting, but he will also be out of town and not able to attend the meeting.

Recommendation:

I recommend waiving competitive bidding in the best interest of the city and approving the proposed audit services agreement with Anderson, Tackman, & Company, PLC.

Thank you.



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HOME OF THE U.S. SKI AND SNOWBOARD HALL OF FAME



ANDERSON, TACKMAN & COMPANY, PLC
Certified Public Accountants

"A Regional Firm With Offices In Michigan And Wisconsin"

102 W. Washington St. Suite 109 Marquette, MI 49855 Phone: (906) 225-1166 www.atccpa.com

PARTNERS

Daniel E. Bianchi, CPA

Michael A. Grentz, CPA

William C. Sheltrow, CPA

September 25, 2018

City of Ishpeming, Michigan
100 East Division Street
Ishpeming, Michigan 49849

We would like to represent our qualifications to serve the City of Ishpeming, Michigan as its independent accountants and business advisors. Anderson, Tackman & Company, PLC is proud of our expanding practice in the governmental and non-profit industries, and our record of active and timely service is your guarantee of our commitment to provide the quality of service you desire.

We are a regional certified public accounting firm with offices in Michigan and Wisconsin. We currently are auditors for numerous Cities across the Michigan. In addition, we have many other municipal and non-profit clients such as Counties, Cities, Villages, Townships, Schools, Authorities, Health Care Organizations, Native American Organizations and other various Non-Profit Organizations.

Providing you with a variety of financial and advisory services based on the most current developments is what we consider to be our primary responsibility. Our professional staff is committed to our client's financial success and we are very proud of our staff and their educational and work experience qualifications. Our professionals are trained in such areas as governmental accounting, non-profit accounting, financial reporting, taxation, compliance, employee benefit consulting, health care reimbursement, and computer information systems. This broad base allows us to compete professionally with many larger firms.

Our audit will be performed in accordance with generally accepted accounting and auditing procedures. Based upon our experience and knowledge of your operations, our fee for the audit inclusive of all out-of-pocket costs will be \$17,300, \$17,800, \$18,350, \$18,900 and \$19,500 for the years ended December 31, 2018, 2019, 2020, 2021 and 2022 (2021 and 2022 are option years), (if a single audit is required, an additional fee will be determined based on the size of the federal awards to be audited). Also, if additional services not listed are required, an additional fee will be determined based on the services provided.

We welcome the opportunity to continue serving the City of Ishpeming, Michigan in its professional needs, and would be pleased to meet with you at your convenience to further discuss our qualifications and experience.

Sincerely,

ANDERSON, TACKMAN & COMPANY, PLC

Michael A. Grentz

Michael A. Grentz, CPA
Partner

PROFESSIONAL FEES

Our fees for professional services are based upon our normal hourly rates applied to the expected time necessary to complete the engagement. Our rates are geared to the level of experience of each staff member assigned to the engagement.

Our audit will be performed in accordance with generally accepted accounting and auditing procedures. Based upon our experience and knowledge of your operations, our fee for the audit, is proposed as follows:

For the Year Ended	Total
December 31, 2018	\$17,300 * # %
December 31, 2019	\$17,800 * # %
December 31, 2020	\$18,350 * # %
December 31, 2021 (Option)	\$18,900 * # %
December 31, 2022 (Option)	\$19,500 * # %

* - If a single audit is required, an additional fee will be determined based on the size and compliance requirements of the federal awards to be audited.

- The audit fee includes preparing the draft financial statements, including footnotes, preparation of the capital asset lapse schedule, assist with preparation of the Net Pension Liability calculation, and completion of the F-65 submission. Any other services beyond this will be billed at actual time and expense incurred.

% - If any new requirements are implemented during this proposal that require additional time, an additional fee will be determined with you before starting.

The audit fee estimate listed above is based on the activity included in the audited financial statements as of and for the year ended December 31, 2017. The fee estimate is also based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur additional costs.

This proposal is valid for 45 days, from the date on the top of page 1.

RESPONSE:

This letter correctly sets forth the understanding of City of Ishpeming, Michigan.

Officer signature: _____

Title: _____

Date: _____