AGENDA

ISHPEMING CITY COUNCIL REGULAR MEETING

Wednesday, March 6, 2019, 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 (limit 5 minutes per person)
- 5. Approval of Agenda
- 6. Agenda Comment (limit 3 minutes per person)
- 7. Consent Agenda
 - a. Minutes of Previous Meeting (February 6th, 12th, 19th/Closed Sessions February 6th and 12th)
 - b. Approval of Disbursements
 - c. Special Event Application and Parade Permit: Fourth of July Festivities
 - d. Special Event Application: Iron Range Roll: June 1, 2019
 - e. Confirmation of using Hematite (from Main to Third Street) for the Gus Macker Tournament: June 14-16, 2019
 - f. Approve Invoice from Petro Choice for DPW Shop oil
 - g. Amendment to the 2019 Fee Schedule for Ordinance 4-400, related to licensed haulers
- 8. Monthly Financial Statement Report
- 9. PowerPoint Presentation by conference call BS&A Software
- 10. Update from Mary VanTilburg, LSCP for marketing of Malton Road Property
- 11. Update from G.A. Haan Development regarding Jasperlite Project
- 12. First Reading of Amendment to Ordinance #8-100, City of Ishpeming Zoning Ordinance
- 13. Public Hearing on Tennis Court and Trail Link Project MNRTF Grant Application
- 14. Resolution #3-2019, MNRTF Grant Application for Tennis Court Project
- 15. Resolution #4-2019, Poverty Exemption Income Guidelines and Asset Test
- 16. Request for land on Noe Way/Industrial Drive from Matt Cody
- 17. Request from Police Department for Patrol Vehicles
- 18. Award of bid for the Lake Bancroft Pavilion Project
- 19. Update on Repeater Installation at the C-Shaft Building
- 20. USDA Project Water Meter Replacement
- 21. Discussion on Ordinance #6-400, Prohibiting the placing of snow and ice on fire hydrants, streets, alleys, and sidewalks
- 22. First Reading of Amendment to Ordinance #2-400, Regulation of the ignition, discharge and use of Fireworks
- 23. Johnson Controls quotation for upgrades to the City Hall HVAC control system
- 24. Discussion of Catastrophic Utility Bill Policy
- 25. Discuss schedule for Budget/Sustainability meetings
- 26. Public Act 202 Corrective Action Plan (Plan due 3/29/19)
- 27. Old Business
- 28. New Business
- 29. Mayor and Council Reports
- 30. Manager's Report
- 31. Attorney's Report
- 32. Adjournment

Mark Slown, City Manager

Mark Slow

10

CITY OF ISHPEMING

SPECIAL EVENT APPLICATION

Please complete this application and return it to the City Manager's Office at least 45 calendar days prior to the starting date of the event.

| Organization's LSHPENIINE 4th of July Phone |
|--|
| Organization Address PO BOX 173, JSHPEMING |
| Organization's Agent PAUL Bowetti Phone 485 4844 |
| Agent's Title YPE31DENT |
| Agent's Address 671 Cooper LK. RV. ISHPENINOG |
| IH |
| Event purpose ORGANIZE A SARADE Community PICINIC |
| Event Name ISHPENING 4 ST SULY Event purpose <u>CREANIZE A PARADE</u> COMMUNITY PICNIC AND A FIREWORKS DISPLAY FOR COMMUNITY ENTERTAINMENT |
| Event Dates July 4th, 2019 |
| Event Times 10:30 P.M - 11:00 P.M |
| Event Location THIRD STREET, DOCUMTUCING T AL QUANC |
| |
| 1. Type of Event: |
| [] City Operated Event [] Co-Sponsored Event |
| [X] 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: 5444 4 th |
| 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: D. P. W. Employee To HOLP Kerp AL QUARK PREP CLEPN |
| AL QUARC AREA CLEAN |
| 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.

Fe B, 21, 2019

Date

Signature of Organization's Agent

Return this Application at least forty-five (45) days prior to the first day of the event to:

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



PARADE PERMIT APPLICATION FORM

| I, PAUL Bowetti, an official representative of (Name of Organization) ISHPEMING 4 th of JULY |
|--|
| ISHPEINING 4th of JULY |
| hereby make application to conduct a parade on (date) |
| |
| Line of march will be as follows (List Streets and Directions). |
| BESS SOUTH ON THIRD ST. WEST ON HEMPTITE |
| South on MAIN |
| |
| I wish to have parking restricted on the following streets: |
| I wish to have the following intersections blocked: Bessemer ST, - BIANKST |
| ALL The WAY DOWN THIRD ST. |
| Estimated number of units to be in the parade: |
| Equestrian (horse) units:/\(\mathcal{O}\) O |
| We understand that the parade route, parking restrictions, and street intersections to be blocked are subject to review and approval by officials of the City. It is also understood that the assignment of City personnel will be subject to review by the proper City officials. |
| I, hereby, assume full responsibility for the conduct of this parade. |
| Signature of Applicant: Saul Bonetto |
| APPROVED BY: |
| Chief of Police: City Clerk: |

CITY OF ISHPEMING

SPECIAL EVENT APPLICATION

Please complete this application and return it to the City Manager's Office at least 45 calendar days prior to the starting date of the event.

| Organization's Name 40 Below Marquette Courty 4P Phone 906-235-7211 |
|---|
| Organization Address 40 Eric Walters, 2865 Wright St, Marquette, MI 49835 |
| Organization's Agent Fric Walters Phone 906-235-7211 |
| Agent's Title Race Director |
| Agent's Address 2865 Wright St., Marquette, MI 49855 |
| Event Name Fron Kange ROW |
| Event purpose Bite race to celebrate the heritage & recreational |
| culture of Marquette County + gre back to the community YMCA'S After School Program |
| Event Dates |
| Event Times /100 PM |
| Event Location CIES Shaft Mine Museum |
| |
| 1. Type of Event: |
| [] City Operated 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 First Saturday in June |
| 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: orange barrels, signs, police to temporard reduce traffic @ 300 + Hematite (20 min. total) |
| 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 |

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

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

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.

which names the City as an additional named insured on the policy.

operated in conformance with the written confirmation of approval.

additional named insured on the policy.

7/21/2015

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.

Date

Signature of Organization's Agent

Return this Application at least forty-five (45) days prior to the first day of the event to:

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

Exhibit B

INDEMNIFICATION AND INSURANCE AGREEMENT

| and the about the |
|--|
| The 40 Below Marquette Courty 4P agree(s) to defend, indemnify and hold harmless the City of Ishpeming, from any claim, demand, suit, loss, cost of expense or any |
| damage which may be asserted, claimed or recovered against or from the Two Karge Koll |
| by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in |
| any way connected with the performance of this contract and regardless of which claim, demand, |
| damage, loss, cost of expense is caused in whole or in part by the negligence of the City of |
| Ishpeming or by third parties, or by the agents, servants, employees or factors of any of them. |
| It is further understood and agreed that 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 shall be an Additional insured on the |
| organization's liability insurance policy. It is further understood and agreed that by naming the |
| City of Ishpeming as an 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 |
| and/or excess. |
| It is further understood and agreed that the organization's liability insurance policy shall be |
| Comprehensive General Liability including contractual coverage with limits in an amount of at |
| least One Million (\$1,000,000) Dollars per occurrence, One Million (\$1,000,000) Dollars aggregate bodily injury and One Million (\$1,000,000) Dollars aggregate property damage or One |
| Million (\$1,000,000) Dollars Combined Single Limit. |
| It is further understood and agreed that the Certificate of Insurance shall be delivered to the City |
| of Ishpeming, Office of the City Manager, at least forty-five (45) days prior to the scheduled |
| event. In the event that the organization fails to comply with this requirement, the City of |
| Ishpeming will take reasonable steps as may be necessary to advise the organization and the general public that the event will not occur. |
| |
| |
| |
| Signature: Lie Waltus |
| Date: 01/28/19 |
| Witness: |
| • |

7/21/2015

N46° 31.128' W87° 41.661' (Lat/Lon hddd°mm.mmm' WGS 84)

IRR 2016 Sec1

Google Maps

Iron Ore Heritage Trail, Ishpeming, MI 49849 to Iron Walk 0.7 mile, 14 min Ore Heritage Trail, Ishpeming, MI 49849



Imagery ©2017 Google, Map data ©2017 Google 200 ft 1



Google Maps 455-501 W Euclid St, Ishpeming, MI 49849 to 400-498 Hematite Dr, Ishpeming, MI 49849

Walk 0.8 mile, 15 min



Imagery @2017 Google, Map data @2017 Google 200 ft

INVOICE



| Invoice | Order# | Ship Ticket | | |
|--------------------|---------|-------------|--|--|
| 10828272 | 3486526 | 4549438 | | |
| Invoice Date | | Page | | |
| 1/21/2019 | | 1 of 1 | | |
| Order Date | e | Customer ID | | |
| 1/16/2019 15:17:27 | | 214331 | | |

Bill To:

City Of Ishpeming 600 Lake Street City Building Ishpeming, MI 49849-1416 Ship To: Ordered By: Jeff,

City Of Ishpeming 600 LAKE STREET CITY BUILDING

Ishpeming, MI 49849-1416

USA

USA PO Number **Terms Description** Sales Representative

MIKE KINNUNEN nopo Net 30 Pricing U**O**M Quantities Item ID Unit Extended Remaining UOM Price Item Description Ordered Shipped Unit Size Unit Size

| 50.00 | 50.00 | 0.00 | GAL | MED10000004671 1.0 MED PLUS SB 10W30 SN GF-5 (BULK) | GAL 1.0000 | 10.0300 | 501.50 |
|--------|--------|------|-----|---|---------------|------------|----------|
| 120.00 | 85.00 | 0.00 | GAL | XOM122433 1.0 MOBIL HDEO 15W40 CK-4 (BULK) REPLACES XOM103728 | GAL 1.0000 | 12.8700 | 1,093.95 |
| 150.00 | 150.00 | 0.00 | GAL | XOM100037 1.0 MOBILFLUID 424 (BULK) | GAL 1.0000 | 13.0400 | 1,956.00 |
| | | | | | | TAX: | 0.00 |
| | | | | | ENVIRONME | ENTAL FEE: | 23.37 |
| | | | | | | FSCHARGE: | 12.00 |
| | | | | | AMOU N | VT DUE: | 3,586.82 |

Shop oil

661-523-740

Shipping Ticket



| Pick Ticke | t Number |
|--------------------|----------|
| 4549 | 438 |
| Pick Date | Page |
| 1/21/2019 07:02:08 | 1 of 1 |
| Order N | lumber |
| 3486 | 526 |

Bill To:

City Of Ishpeming 600 Lake Street City Building Ishpeming, MI 49849-1416 USA 906-485-1091 Ordered By: Jeff,

Customer ID: 214331

Ship To:

City Of Ishpeming 600 LAKE STREET CITY BUILDING Ishpeming, MI 49849-1416 USA

| Order Date | PO Number | | Carrier | Taker | |
|---------------|-------------|-------------------------------|---|--------|-----------|
| 1/16/2019 | nopo | | PETROCHOICE NEGAUNEE TRUCK | ARAZOR | |
| Quantities | | Item ID | UOM | | |
| Orde | red To Pick | Shipped | Item Description | | Unit Size |
| | | Thank you | u for your business! | | |
| 50 | 0.00 50.00 | 50 | MED10000004671 MED PLUS SB 10W30 SN GF-5 (BULK) | GAL | 1.0 |
| 120 | 0.00 85.00 | 85 | B XOM122433 MOBIL HDEO 15W40 CK-4 (BULK) REPLACES XOM103728 | GAL | 1.0 |
| 150.00 150.00 | | 150 | XOM100037 MOBILFLUID 424 (BULK) | GAL | 1.0 |
| | | Name: ature: Date: \/ Q | 1/19 | | |

SHOP OIL

REVISED 2019 FEE SCHEDULE FOR:

| Solid Waste Dispos | sal | |
|---------------------------------|--|--|
| oFor Availal | bility of Service: | _ |
| Single Far | mily Home | \$17.20/month |
| Separate | living units in multi-family housing | |
| W | ith not more than (2) two units | \$17.20/ per unit |
| Late paym | ent penalty of 5% on each delinque | nt bill. |
| | | ed by the City to haul directly to the Marquette |
| | all pay the landfill fee plus a permit | |
| Haulers | | |
| • Co | ompanies based within City Limits | \$65.00/year |
| Ar | nnual permit which runs from Janua | y to December each year, pro-rated by full mo |
| | r new applications throughout the y | |
| ■ Co | ompanies outside City Limits | \$10.00/month |
| | us a deposit of | |
| | | haulers or previously delinquent accounts) |
| | | paid in full prior to the issue of new permits. |
| → Homeowr | ners (a week long permit) | \$5.00 |
| Civil Infra | ction (not-to-exceed) | \$200.00 |
| | • | |

PAGE:

99)

| C: | TY (| OF : | ISHP | EMI | NG | |
|--------|------|------|------|-----|-----|----|
| POOLED | CASH | REPO | ORT | (FU | ND | 99 |
| AS OF: | FEBR | UARY | 28T | Н, | 201 | 9 |
| | | | | | | |

| PINE | BEGINNING | CURRENT | CURRENT |
|--|---|------------------------|-------------------------|
| FUND ACCOUNT# ACCOUNT NAME | BALANCE | ACTIVITY | BALANCE |
| CLAIM ON CASH | | | |
| 101-000-009-000 CLAIM ON CASH | 1,401,030.44 | 49,600.93 | 1,450,631.37 |
| 202-000-009-000 CLAIM ON CASH 203-000-009-000 CLAIM ON CASH | 240,508.18 | 12,201.05 | 252,709.23 |
| 206-000-009-000 CLAIM ON CASH | 272,265.88 (64,695.93 | 4,134.07) 15,460.40 | 268,131.81 80,156.33 |
| 721-000-009-000 CLAIM ON CASH | 224,956.40 | 0.00 | 224,956.40 |
| :::0-000-009-000 CLAIM ON CASH | (42,797.93)(| 4,680.10)(| 47,478.03) |
| 226-000-009-000 CLAIM ON CASH | 193,049.89 | 12,209.81 | 205,259.70 |
| 347-000-009-000 CLAIM ON CASH | (43,191.24) | 0.00 (| 43,191.24) |
| 148-000-009-000 CLAIM ON CASH | 274,578.51 (| 180,497.45) | 94,081.06 |
| 269-000-009-000 CLAIM ON CASH | 45,551.54 | 0.00 | 45,551.54 |
| 271-000-009-000 CLAIM ON CASH | (4,667.70) | 0.00 (| 4,667.70) |
| 401-000-009-000 CLAIM ON CASH | 630,291.27 | 7,206.92 | 637,498.19 |
| 590-000-009-000 CLAIM ON CASH | 1,207,753.03 | 111,659.16 | 1,319,412.19 |
| 591-000-009-000 CLAIM ON CASH | (31,694.05) | 101,134.27 | 69,440.22 |
| 661-000-009-000 CLAIM ON CASH | 258,380.12 (| 19,437.29) | 238,942.83 |
| TOTAL CLAIM ON CASH | 4,690,710.27 | 100,723.63 | 4,791,433.90 |
| | ======================================= | | |

List of Funds:

Fund 101 - General Fund Fund 202 - Major Street Fund Fund 203 - Local Street Fund Fund 206 - Fire Fund Fund 211 - Firefighter Longevity Fund 220 - Lake Bancroft Fund

Fund 226 - Garbage Fund Fund 247 - Building Authority Fund 248 - DDA

Fund 268 - Library Special Fund Fund 271 - Library State Aid

Fund 401 - Public Improvement Fund

Fund 590 - Sewer Fund Fund 591 - Water Fund

Fund 661 - Motor Pool Equipment Fund

Fund 701 - Trust & Agency

Fund 703 - Tax Collection

Fund 711 - Cemetery Perpetual Care Fund 712 - Cemetery Care Fund

Fund 732 - Act 345 Police/Fire Pension

Please note the following is a summary for the Finance Director to read from during the meeting. The full financial statements are attached.

| | 101 General Fund | 202 Major St | 203 Local St | 226 Garbage | 401 Public Imp | 590 Sewer | 591 Water |
|-----------------------|---------------------|-----------------|-----------------|---------------------------------------|-------------------|-----------------|-----------------|
| Share Pooled Cash | \$ 1,450,631.37 | \$ 252,709.23 | \$ 268,131.81 | \$ 205,259.70 | \$ 637,498.19 | \$ 1,319,412.19 | \$ 69,440.22 |
| Revenues | 936,628.65 | 11,662.55 | - | 80,946.44 | 272,373.40 | 256,627.09 | 709,348.06 |
| Expenses | 637,881.35 | 66,531.93 | 33,894.64 | 49,316.94 | 67,955.68 | 151,975.59 | 104,972.99 |
| Net Income(Loss) | 298,747.30 | (54,869.38) | (33,894.64) | 31,629.50 | 204,417.72 | 104,651.50 | 604,375.07 |
| Fund Balance: | | • | • • | · · · · · · · · · · · · · · · · · · · | | | |
| Non-spendable | 56,616.93 | - | - | - | | | _ |
| Restricted | - | 252,709.23 | 268,131.81 | - | 637,498.19 | - | |
| Committed | 33,000.00 | - | - | - | | - | - |
| Assigned | - | - | - | 207,044.12 | - | - | - ; |
| Unassigned | 1,071,540.39 | - | - | - | - | - | - |
| Inv in Capital Assets | - | _ | <u>_</u> | - | - | 8,572,187.00 | 6,129,441.85 |
| Restriced for Debt | - | - | - | - | - | | 302,630.00 |
| Unrestricted | - | - | - | - | - | 914,177.96 | (1,031,146.81) |
| Total Fund Balance | \$ 1,161,157.32 | \$ 252,709.23 | \$ 268,131.81 | \$ 207,044.12 | \$ 637,498.19 | \$ 9,486,364.96 | \$ 5,400,925.04 |

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 4th Quarter 2018 has been recorded.
- 2. Depreciation expense has been recorded in the Sewer & Water Funds through February 2019.
- 3. State revenue sharing in the General Fund has been recorded through December 2018. Paid by the state in 2-month increments with a 2-month lag.



2018 Year End Report

Presented to the Ishpeming City Council

Celebrating 2



of Economic Development in Marquette County

Table of Contents

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| Business retention & expansion | 4 |
| Small business retention/growth | |
| Marketing | |
| Data & research | |
| Conclusion | 6 |



Background

The Lake Superior Community Partnership (LSCP) is a private-public partnership in Marquette County, Michigan whose mission is focused on the promotion and advancement of economic and community development. We serve as the Economic Development Corporation and a business resource for Marquette County, Michigan. The LSCP is committed to creating jobs, retaining existing business and attracting new businesses to our region. Our partners, over 400 strong, are committed to this mission through the investment of time and resources.

The Lake Superior Community Partnership has been providing economic and community development services for the County of Marquette since 1998. The strong relationship between the county and LSCP has continued to flourish and the County remains a committed partner, not only financially, but with staff involvement and collaborative resources.

Since inception, the LSCP has maintained its status as a private-public partnership and has fulfilled its promise to not exceed 25% public dollars of total dues revenue. For 2018, the revenue split between private and public funding was 80% and 20% respectively.



Council Report

The LSCP provides the council quarterly written/oral reporting; a weekly e-news update titled "From the Desk of Amy Clickner"; weekly Gongwer legislative updates; and City Manager Mark Slown serves as a member of the Marquette County Ambassadors.

We have stepped up as a leader with the county by working on Project Empire and integrating current and everchanging research and data into our stategic work within the county and region in response to upcoming potential economic crises.

Heading into 2019, we expect to exceed the minimum retention and expansion visits within the City of Ishpeming. While we have begun to market the Malton Road property, it will be critical for the City to communicate their long term vision of this property so our efforts are appropriately targeted.

Economic Development Knowledge and Skills

The LSCP Board of Directors believes it is important for staff to continually update their skills and expertise to stay on the cutting edge and be able to, in turn, provide the best service possible to their clients.

Skills

- Certified Economic Developers (CEcD)
- Accredited Economic Development Organization (AEDO)
- Certified Fund Raising Manager (CRFM)
- Economic Modeling Specialist (EMSI)
 Certified
- Certified Business Solution Professional (CBSP)
- Economic Development Finance Professional (EDFP)

Active Participants

- International Economic Development Council (IEDC)
- Upper Peninsula Economic
 Development Association (UPEDA)
- Michigan Economic Developer's Association (MEDA)
- Operation Action UP (OAUP)
- Accelerate UP

Ms. Clickner serves on the IEDC board and is the current chair for the Planning and Development Committee for the IEDC. She is immediate past President of the MEDA Board of Directors and immediate past Chair of the Economic Development Research Patterns (EDRP).

From a policy and legislative aspect, the LSCP continues to stay in the forefront. We are members of the Northern Michigan Chamber Alliance, regularly spend time in Lansing, participate in key policy forums and discussions and follow our strategy to advance this key objective. Our Government Relations Task Force meets regularly, along with the MEDC Advocacy Taskforce. The Marquette County Ambassadors, whose mission is "To promote and foster economic vitality throughout Marquette County and the Upper Peninsula" is an arm of the LSCP.



Business Retention & Expansion

The LSCP has been conducting business retention visits with in the city of Ishpeming, helping start up businesses and working on promoting Malton Road to site selectors. A total of 17 visits were conducted in Ishpeming in 2018.

Small Business Retention/Growth

In 2018, the LSCP served a total of 491 clients, 12 of those being in Ishpeming since our contract has been executed with a total of 17 year to date, who used a variety of our services as indicated below:

491

404

56

34

41

General Business Development/ Consulting



Retention of Existing Businesses



Business Financing



Business Plan Development



Site Location Services

35



Marketing Assistance **78**



Talent Development 12



Technical Assistance 18

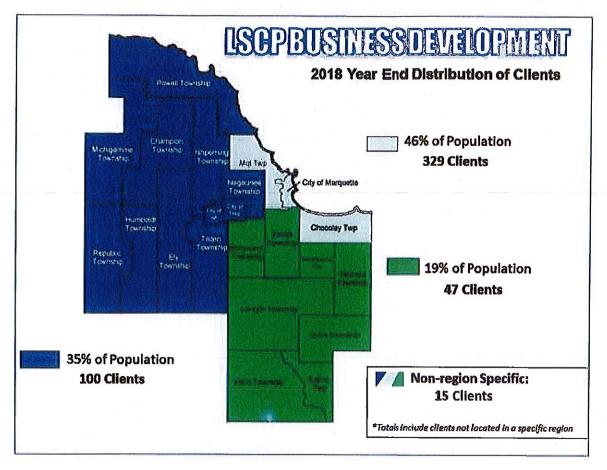


Advocacy

TOTAL

491





The LSCP continues to work closely with Cleveland-Cliffs, Inc. in anticipation of their operations being expanded. You were invited to attend the most recent update by General Manager, Jim Kochevar at our October board meeting.

Marketing

LSCP staff met with the Ishpeming city staff on marketing Malton Road property. A site selector eblast was sent (attached) in December to over 850 of our site selector contacts. The propety has also been added to Zoom Prospector's database (attached). Staff will continue to work with the City on marketing the property by utilizing website and social media options and providing support with possible brownfield incentives.

Data and Research

The 2017 Data Booklet was released in July. It is created with the help of the Economic Modeling Specialist Incorporated (EMSI) Developer tool. By using this, businesses and community members in Marquette County can track the county's economic path to prosperity and better position themselves for economic success in the future.



At the end of the day, if economic development is successful in a community, our regional wealth indicators will see an increase. As shown below, Marquette County has seen increases in most over the last 5 years.

Regional Wealth Indicators

| | % of change from '12 to '16 | 2018 | 2017 | 2016 | 2015 | 2014 |
|-------------------------|-----------------------------|--------------|--------------|--------------|--------------|--------------|
| Population | -2.1% | 66,272* | 66,477* | 66,426* | 67,293 | 67,749 |
| Property tax revenue | 5.7% | \$91,349,159 | \$89,407,925 | \$89,155,700 | \$86,894,859 | \$86,186,551 |
| Median household income | 9.7% | N/A | \$49,008** | \$51,275** | \$48,259 | \$44,267 |
| Per capita income | 14% | N/A | \$ 26,374 | \$ 24,275 | \$24,871 | \$22,681 |
| Median home sale price | 16.4% | \$149,500 | \$137,500 | \$135,500 | \$135,000 | \$125,000 |
| Number of homes sold | 24.9% | 875 | 816 | 819 | 767 | 657 |

^{*}Numbers are based on projection. Subject to change based on actual conditions.

Conclusion

The City of Ishpeming is vital to the success of this private-public partnership that continues to be recognized across the state as a lead economic development organization. The LSCP and City staff work and communicate together to leverage resources and expertise needed to be successful in development efforts. We look forward to continuing this partnership and working with the City of Ishpeming for the benefit of our entire region. For more detailed information, please visit www.marquette.org.



^{**}Wide margin of error +/- \$3K based on small sample size





Hematite Heights Malton Road, Ishpeming, MI 49849

This brownfield site is the perfect location for a residential lot, resort or even manufacturing.

- The entire parcel is over 600 acres.
- Site A accounts for 60 acres.
- Phase I and Phase II of the environmental study are completed.
- The city is willing to make a zoning change if need be.
- The site is currently for sale or lease, through the city of Ishpeming
- The city is willing to negotiate.
- There is a paved biking trail that connects to the Iron Ore Heritage Trail near by.

Click here for more information.

To view available sites and properties in Marquette County, click here.

If you have any questions or are interested in learning more about Marquette County, call one of our economic development specialists today, toll free @ 888-578-6489 or visit our website.

For information on Marquette County, contact:

Amy Clickner, CECD, CFRM
Chief Executive Officer
aclickner@marquette.org

Mary VanTilburg, CBSP
Director of Business Development
<u>mvantilburg@marquette.org</u>

This email blast is a service of the <u>Lake Superior Community Partnership</u>

The Regions Leading Resource for Economic Development

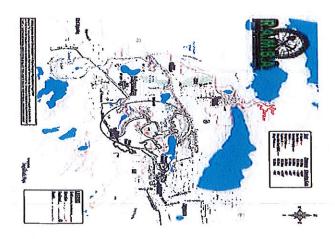




Lake Superior Community Partnership | 501 South Front Street | Marquette | MI | 49855

Hematite Heights

Property Report (Hematite Heights)



Property Details

Site/Building Name: Hematite Heights

Street Address: Malton Road

City: Ishpeming(View Community)

County: Marquette County(View Community)

Zip Code: 49849

Type of space: Industrial, Mixed Use, Other, Vacant Land

Min Size: 60 acres

Max Size: 600 acres

Last Updated: 11/20/2018

Contact Information

Company: Lake Superior Community Partnership

Contact Name: Mary Vantilburg
Address: 501 S Front Street

City: Marquette State: Michigan Phone: (906) 226-6591

Email: mvantilburg@marquette.org

Website: www.marquette.org

Availability

For Sale: Yes

Sale Terms:

Fair market value. If development agreement successfully negotiated, price adjustable.

For Lease: Yes

Incentives

Brownfield: Yes

Contacts

Name: Mark Slown

Email: citymanager@ishpemingcity.org

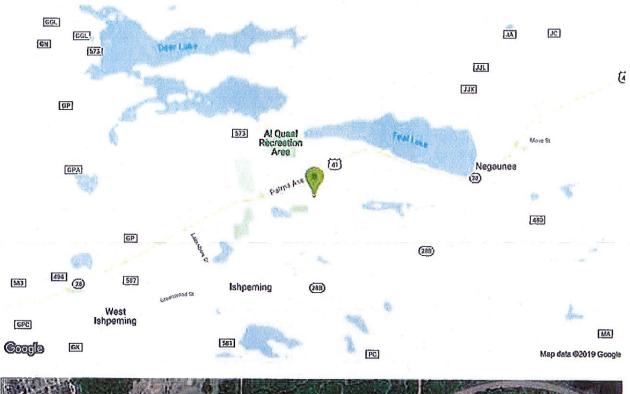
Description

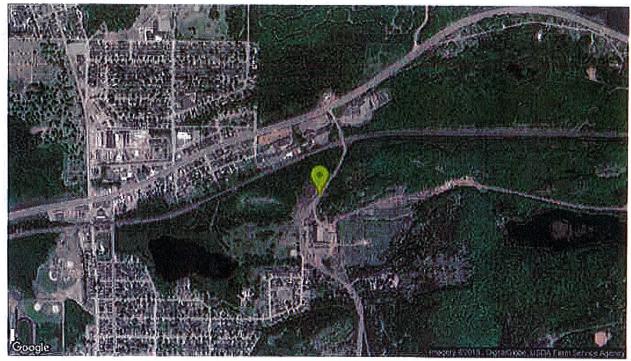
60 acres in Site A, entire parcel is over 600 acres

Perfect location for a residential lot, reson or even manufacturing!

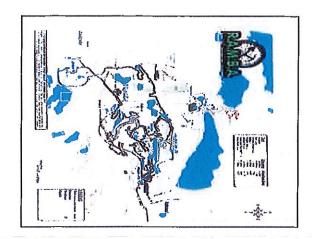
Paved biking trail that connects to the Iron Ore Heritage Trail near by.

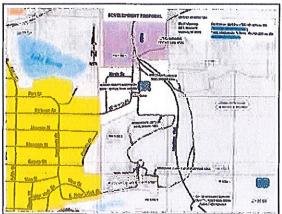
Malton Road

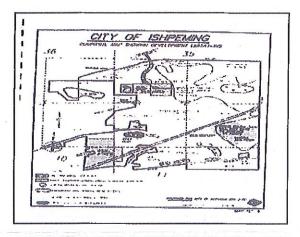




Malton Road









CITY OF ISHPEMING

NOTICE OF RECEIVING PUBLIC COMMENT

The City of Ishpeming is applying for a grant from the Michigan Natural Resources Trust Fund for the Tennis Courts and Trail Link Project located at the Ishpeming Playgrounds. The application is requesting funding for improvements to the tennis courts, trail, and other site improvements.

The Ishpeming City Council will receive public comment on this grant application at their meeting on Wednesday, March 6, 2019 at 7:00 p.m. in the Ishpeming City Hall Conference Room, 100 E. Division Street, Ishpeming, MI 49849. Written comments can be submitted to the City Manager's Office at the same address prior to the meeting.

For additional information on the grant application, please contact Ishpeming City Hall at 906-485-1091, Ext. 203,

City of Ishpeming

City Council Resolution #3-2019

Approval of Tennis Court and Trail Grant Application

Whereas, the City of Ishpeming supports the submission of an application titled "Ishpeming Tennis Court and Trail Project" to the Michigan Natural Resources Trust Fund for the development of new tennis courts and a trail connection at the Ishpeming Playground Park; and

Whereas, the proposed application is supported by the Community's 5-year approved Parks and Recreation Plan; and;

Whereas, residents of the City of Ishpeming were provided with a well-advertised opportunity to express opinions, ask questions, and discuss all aspects of the grant application at a Public meeting on March 6, 2019; and

Whereas, the public has shown strong support for this Tennis Court and Trail Project via commitment of over \$205,00 in funds donated for this purpose, to be combined with grant funds in the amount of \$300,000 for a total project cost of \$505,000; and

Whereas, the City of Ishpeming is hereby making a commitment to act as the fiduciary for the \$205,000 in private donations and ensure that they are available for the cash match; and

Whereas, the City of Ishpeming and the Ishpeming School District have in place an approved "Use and Maintenance Agreement;" and

Whereas, the City of Ishpeming warranties that no encumbrances exist on this land preventing the full and free public use in perpetuity of this property for public recreation; and

Now, therefore be it resolved the City Council for the City of Ishpeming hereby authorizes the submission of a Michigan Natural Resources Trust Fund application in the amount of \$300,000, and further resolves to make available its financial obligation of \$205,000 (40.5%) of a total \$505,000 project cost, and

Be it further resolved that the City Council authorizes City Manager Mark Slown to submit the grant application on behalf of the City.

| application on behalf of the City. | |
|---|-------|
| Yeas: | |
| Nays: | |
| Absent: | |
| I, Tammie Leece, City Clerk, do hereby certify that the amended resolution duly made and passed by the City C on March 6, 2019, at :00 pm, with a quorum present. | |
| | Date: |

CITY OF ISHPEMING TENNIS COURT RECONSTRUCTION ENGINEER'S PRELIMINARY OPINION OF PROBABLE PROJECT COSTS GEI PROJECT #1700242



| Work Item Description | Quantity | Unit | Unit Price | Sub-Total | |
|---|----------|------|-----------------|-----------|-----------|
| Miscellaneous Items | | | | \$ | 18,500.00 |
| Mobilization | 1 | LS | \$ 15,000.00 | \$ | 15,000.00 |
| Contractor Staking | 1 | LS | \$ 1,500.00 | \$ | 1,500.00 |
| Permits (Soil Erosion & Sediment Control) | 1 | LS | \$ 1,500.00 | \$ | 1,500.00 |
| MDNR Project Plaque | 1 | LS | \$ 500.00 | \$ | 500.00 |

| Removal and Restoration Items | | | | | | 308,900.00 |
|-----------------------------------|------|-----|----|----------|----|------------|
| Pavement Removal | 6389 | SYD | \$ | 5.00 | \$ | 31,900.00 |
| 1' Undercut and backfill | 5667 | SYD | \$ | 5.00 | \$ | 28,300.00 |
| 3" Asphalt Paving | 1029 | TON | \$ | 135.00 | \$ | 138,900.00 |
| Sand Subbase Parking Lot, 12" | 5667 | SYD | \$ | 5.00 | \$ | 28,300.00 |
| Aggregate Base Under Bit, 8" | 5667 | SYD | \$ | 8.50 | \$ | 48,200.00 |
| Recycling Receptacles | 1 | LS | \$ | 1,500.00 | \$ | 1,500.00 |
| Pavement Striping | 1 | LS | \$ | 3,000.00 | \$ | 3,000.00 |
| Concrete E Curb | 470 | LFT | \$ | 35.00 | \$ | 16,500.00 |
| Landscaping/Turf Restoration | 1 | LS | \$ | 2,000.00 | \$ | 2,000.00 |
| Remove Light/Power Poles | 1 | LS | \$ | 4,000.00 | \$ | 4,000.00 |
| Electrical Conduit/Wiring/Service | 100 | LFT | \$ | 25.00 | \$ | 2,500.00 |
| Water Supply | 1 | LS | \$ | 3,000.00 | \$ | 3,000.00 |
| ADA Signage | 1 | LS | \$ | 750.00 | \$ | 800.00 |

| Tennis Court | | | | \$ 76,600.00 |
|--|-------|-----|----------------|-----------------|
| Surfacing 6 Tennis Courts | 37440 | SFT | \$ 1.00 | \$ 37,400.00 |
| Court Hardware Supply and Installation | 6 | EA | \$ 1,200.00 | \$ 7,200.00 |
| Remove and Replace Chain Link Fence (incl gates) | 866 | LFT | \$ 37.00 | \$ 32,000.00 |

| Total Estimated Construction ==> | \$ 404,000 |
|-----------------------------------|---------------|
| Contingencies and Engineering ==> | \$ 101,000 |
| Total Base Project Cost==> | \$ 505,000 |

City of Ishpeming Resolution #4-2019

Resolution to Adopt Poverty Exemption Income Guidelines and Asset Test

WHEREAS, the homestead of persons who, in the judgment of the Assessor and Board of Review, by reason of poverty, are unable to contribute to the public charges is eligible for exemption in whole or part from taxation under the General Property Tax Act; and

WHEREAS, the City Council is required by Section 7u of the General Property Tax Act, Public Act 206 of 1893 (MCL 211.7u), to adopt guidelines for poverty exemptions;

NOW, THEREFORE, BE IT HEREBY RESOLVED, pursuant to MCL 211.7u, that the City of Ishpeming, Marquette County, adopts the following guidelines for the Assessor and Board of Review to implement.

The guidelines shall include but not be limited to the specific income and asset levels of the claimant and all persons residing in the household, including any property tax credit returns, filed in the current or immediately preceding year.

To be eligible, a person shall do all the following on an annual basis

- 1) Be an owner of and occupy as a homestead the property for which an exemption is requested.
- 2) File a claim with the Assessor or Board of Review, accompanied by federal and state income tax returns for all persons residing in the homestead, including any property tax credit returns filed in the immediately preceding year or in the current year.
- 3) Produce a valid drivers' license or other form of identification if requested.
- 4) Produce a deed, land contract, or other evidence of ownership of the property for which an exemption is requested if requested.
- 5) Meet the federal poverty income guidelines as defined and determined annually by the United States Office of Management and Budget as attached.
- 6) Meet additional eligibility requirements as determined by the City Council, including maximum asset value and asset test policies as attached.

BE IT ALSO RESOLVED that the Board of Review shall follow the above stated policy and federal guidelines in granting or denying an exemption, unless the Board of Review determines there are substantial and compelling reasons why there should be a deviation from the policy and federal guidelines and these are communicated in writing to the claimant.

| The foregoing resolution offered by Councilmember | and supported by Councilmember |
|---|---|
| Upon roll call vote: | |
| Ayes: | |
| Nays: | |
| I, <u>Tammie Leece</u> , the duly appointed City Clerk of the <u>Cit</u> was adopted by the City Council of said City at the regular med was present. | y of Ishpeming_hereby certify that the foregoing resolution eting held on <u>March 6, 2019</u> , at which meeting a quorum |
| Tammie Leece, City Clerk | |

POVERTY EXEMPTION INFORMATION: MCL 211.7u (1) The principal residence of persons who, in the judgement of the Assessor and Board of Review, by reason

POVERTY INCOME GUIDELINES

How much income a person can receive per year and be eligible for the Poverty Exemption

2019 Federal Poverty Income Guidelines

| automit of the property in the distriction | | | | | |
|--|----------------------|--|--|--|--|
| Size of Family/Household | Maximum Total Income | | | | |
| 1 | \$12,140 | | | | |
| 2 | \$16,460 | | | | |
| 3 | \$20,780 | | | | |
| 4 | \$25,100 | | | | |
| 5 | \$29,420 | | | | |
| 6 | \$33,740 | | | | |
| 7 | \$38,060 | | | | |
| 8 | \$42,380 | | | | |
| Additional Person | \$4,320 | | | | |

According to the U.S. Census Bureau, "income" includes:

- · Money, wages, and salaries before any deductions, regular contributions from persons not living in the residence
- Net receipts from nonfarm or farm self-employment (receipts from a person's own business, professional enterprise, or partnership, after business expense deductions).
- Regular payments from social security, railroad retirement, unemployment worker's compensation, veterans payments, public assistance, supplemental security income (SSI).
- · Alimony, child support, military family allotments.
- · Private and governmental retirement and disability pensions, regular insurance, annuity payments.
- College and university scholarships, grants, fellowships, assistantships.
- · Dividends, interest, net income from rentals, royalties, estates, trusts, gambling or lottery winnings.

Total value of assets cannot exceed \$15,000.

ASSET TEST

(IF THE APPLICANT MEETS THE POVERTY INCOME GUIDELINES)

Things of value that the Board of Review may consider in determining asset value:

- A second home, land, vehicles
- Recreational vehicles (campers, motor homes, boats, ATV's, etc)
- · Buildings other than the residence
- · Jewelry, antiques, artwork
- Equipment, other personal property of value
- Bank accounts (over a specified amount), stocks
- Money received from the sale of property such as stocks, bonds, a house, or a car (unless a person is in the business of selling such property).
- · Withdrawals of bank deposits and borrowed money
- Gifts, loans, lump-sum inheritances and one-time insurance payments.
- · Food or housing received in lieu of wages and the value of food and fuel produced and consumed on farms.
- Federal non-cash benefits programs such as Medicare, Medicaid, food stamps, and school lunches.



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 |

To: Mark Slown, Ishpeming City Manager

From: Steven J. Snowaert, Ishpeming Chief of Police

Date: February 28, 2019

Re: New Patrol Vehicles

Historically, the police department gets a new patrol vehicle every year. There has been two years in the last 10 that we did not get a new car, 2014 and 2018. This year, we have been budgeted \$45,000 for the purchase of a vehicle.

The last three (3) vehicles we have purchased have been AWD Ford SUV's. These vehicles have worked well for year-a-round use. It has always been the practice to take the patrol vehicle that is being replaced and move it to the "Un-marked" Detective Vehicle. For the past year, we have not used that patrol vehicle as a regular patrol vehicle because of mechanical issues, as recommended by DPW mechanics. We do keep it in service as a back-up unit.

As in the past, in January, I contacted Signature Ford, whom we have bought the last three vehicles for a quote on a state bid. He informed me that Ford is not producing anymore 2019 Ford Police SUV's and we would have to wait until the New Redesigned 2020 Ford Police SUV's are produced which would start in the middle of May. I did get a quote which ranges from approximately \$34,000 to \$37,000 depending on add-ons and options. Because of the redesign, the price has increased approximately \$5,000 - \$6,000 since our last purchase in 2017. With this said, I do believe I could stay within my budget for the purchase of the vehicle and the purchase and installation of the emergency equipment.

After I found out the information with the Fords, I learned of another agency that was purchasing Dodge Durango Police SUV's. I contacted LaFantaine Dodge and inquired about a State Bid price on the Durango. They advised, the price was approximately \$33,000 and a Dodge Charger AWD was approximately \$26,000. He also advised of a Government Lease Program for this vehicles. There would be a 3 year lease and at the



The City of Ishpeming is an equal opportunity program/employer.

Auxiliary aids and service are available upon request to individuals with disabilities.

end, the vehicles could be purchased for \$1.00. He also advised the cost of the emergency equipment could also be included in the lease purchase.

As an example, the cost of a Durango would be approximately \$15,000 a year for 3 years. The price of the Charge would be approximately \$12,000 - \$13,000 for three years.

PROPOSAL:

I am proposing the lease/purchase of a 2019 Police Pursuit Dodge Durango and the lease/purchase of a 2019 Police Pursuit AWD Dodge Charger.

Effect on the Budget: Approximately \$28,000, this year and also in 2020 and in 2021.

This would allow my department to replace our two oldest patrol vehicles, one of them would be transferred into a unmarked Detective Vehicle (2015 Ford) and would provide the Detective with a reliable vehicle to use year round, which he does not have now and still would not if only one vehicle was purchased because of the condition of the oldest marked vehicle.

I would not request a budget for another patrol vehicle until 2022, unless of an unforeseen event occurs.

This proposal would give the police department new reliable vehicle for the next few years.

It would give us an Unmarked Detective vehicle that is reliable and able to be taken out of the area.

It would give us the ability to try out two other vehicles that this department has not used in the past.

It would save approximately \$17,000 in this year's budget.

Thank you for this consideration.

DRAFT

Lake Bancroft Area Development Committee Minutes Thursday, February 21, 2019

The regular meeting of the Lake Bancroft Area Development Committee was held on Thursday, February 21, 2019 in the City Hall Conference Room. The meeting was called to order by Mark Slown at 1:03 p.m.

Members Present: Mark Slown, Mike Tonkin, Stuart Skauge, Scott Patrick, Larry Bussone, Carol Fulsher, and Norman Andrews (7). Members Absent: Mark Dryer, David Aeh and Anne Giroux (3). Staff Present: Carl Petersen and Cathy Smith. Also present was Brian Fabbri from GEI Consultants.

PUBLIC COMMENT – There was none.

APPROVAL OF MINUTES

A motion was made by Member Patrick, supported by Member Bussone and carried unanimously to approve the January 31, 2019 minutes as presented.

LAKE BANCROFT PAVILION PROJECT REVISED BIDS

Brian Fabbri, GEI Consultants, reviewed the bid tabulation and what items would be reduced or removed. The revised bid was approximately \$544,900 with a budget of \$547,000. After the bid is awarded GEI Consultants would work with GE Builders for further cost savings.

Member Skauge would contact Lindberg and Sons for any assistance with the storm sewer work and would check with Eagle Mine for grants to potentially help with the purchase of picnic tables.

Member Patrick was concerned with the lack of a contingency for the project.

A motion was made by Member Skauge, supported by Member Bussone and carried unanimously to approve the changes to the scope of work as presented and recommend the City Council award the bid to GE Builders for the Lake Bancroft Pavilion project.

There was discussion regarding the landscaping; and, Member Slown advised Linda Andriacchi offered to help with the beautification of the pavilion and St. Johns Parish also had some volunteers to help.

OLD/NEW BUSINESS - There was none.

DATE OF NEXT MEETING

Brian Fabbri, GEI Consultants would work with GE Builders and attempt to further reduce the cost and contact Cathy Smith in the Manager's Office to schedule the next meeting.

ADJOURNMENT

At 2:10 p.m., a motion was made by Member Patrick supported by Member Skauge and carried unanimously to adjourn.

Respectfully Submitted,

Cathy Smith
Recording Secretary

City Manager

From:

Stoor, Mark <mstoor@geiconsultants.com>

Sent: Tuesday, February 19, 2019 10:10 AM

To: City Manager

Cc: Cathy Smith; Fabbri, Brian; DPW Director; Price, Richard

Subject: FW: New Option, plus draft e-mail to Mark

Attachments: 1700242_Lake Bancroft_Park_Bid_Tab_Alternate.pdf

Hi Mark,

Attached is the bid tabulation for the low bidder (none of the other bidders were close to this pricing). The DNR has stated that we could not change quantities in the bid, however we are allowed to fully remove items from the bid. The cells highlighted in yellow are the items removed from the base bid. These would include:

- 1. Utility Exploration (Pay Item used to account for lost time when exploring for utilities)
- 2. Park Signage.
- 3. Picnic Tables.
- 4. All of the storm sewer improvements to address the ponding near the entrance.
- 5. Concrete Stamping
- 6. Removal of Garage Doors and Windows (with construction allowing for placement in the future)
- 7. Only heating the bathroom/kitchen area.
- 8. Elimination of the single user restroom.

These changes would allow the project to be awarded to the low bidder at a price of \$544,899.11, which would be under budget.

Once we have a single contractor, we can negotiate some other cost savings. However we need to award based on the DNR rules prior to that. As of award, the City would still need to provide park signage and the picnic tables, but the goal would be to renegotiate those back into the contract or to negotiate enough savings so that the budget could fund those items as well.

Please let me know if you have any questions or comments.

Thank you,

Mark

Mark F. Stoor, P.E. Senior Project Engineer



GEI Consultants of Michigan, P.C. 230 N. Washington Square, Suite 203 | Lansing, MI 48933 T: 517.803.4603 | M: 906.284.3552

www.geiconsultants.com | vCard | map | LinkedIn | Twitter | Facebook

From: Fabbri, Brian

Sent: Monday, February 18, 2019 4:23 PM
To: Stoor, Mark < mstoor@geiconsultants.com >

Subject: RE: How about this?

You missed adding in 1004a. It will be a tough sell to the City with them paying \$0 before and now having them pay for something. I will look at more tomorrow.

Brian Fabbri

Project Engineer



GEI Consultants of Michigan, P.C. 990 Lalley Road | Iron River, MI 49935

T: 906.214.4155 | M: 906.367.0295 | F: 906.214.4141

www.geiconsultants.com | vCard | map | LinkedIn | Twitter | Facebook

From: Stoor, Mark

Sent: Monday, February 18, 2019 3:17 PM

To: Fabbri, Brian < bfabbri@geiconsultants.com >

Subject: How about this?

Removal of all utilities. Storm/Water/Sewer. We talk to the City about including them in contract III?

Might not get great approval from the City. Going to have to be delicately worded. Take a look and see if you have any better ideas to get to \$547k.

Thanks,

Mark

Mark F. Stoor, P.E. Senior Project Engineer



GEI Consultants of Michigan, P.C. 230 N. Washington Square, Suite 203 | Lansing, MI 48933

T: 517.803.4603 | M: 906.284.3552

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CITY OF ISHPEMING Lake Bancroft Park Pavilion Project Bid Tabulation GEI Job # 1700242

| El Job # 170 | 00242 | | The state of the s | GE Build | ers, Inc. |
|--------------|---|----------------------|--|---------------|--------------|
| Item No. | Item Description | Contract Quantity | Unit | Unit Price | Extension |
| | | Quantity | LSUM | | \$ 26,209.91 |
| M-0110 | Mobilization (5% of Total Base Bid Maximum) | | | | |
| M-0210 | Contractor Staking | 1 | LSUM | | |
| M-0320 | Maintaining Traffic | 1 | LSUM | \$ 4,250.00 | \$ 4,250.00 |
| M-0410 | Utility Exploration | 0 | EACH | \$ 500.00 | \$. |
| M-0530 | Permits (Soil Erosion & Sedimentation Control / Building Permit) | 1 | ISUM | \$ 2,750.00 | \$ 2,750.00 |
| M-0550 | Park Signage | 0 | LSUM | \$ 19,600.00 | \$ - |
| M-0570 | ADA Signage | 1 | LSUM | \$ 825.00 | \$ 825.00 |
| M-0580 | tandsCaping | 1 | LSUM | \$ 27,800.00 | \$ 27,800.00 |
| M-0590 | Picnic Tables, Belson Parkmaster or approved equal, Min. 4 ADA Compliant, must be fabricated from recycled materials. | 0 | LSUM | \$ 16,644.00 | \$ |
| M-0600 | Recycling and Trash Receptacles, Supermax A-Bin or approved equal, must be fabricated from recycled materials. | 1 | LSUM | \$ 3,300.00 | \$ 3,300.00 |
| | | | | \$ 4,000.00 | 5 4,000.0 |
| M-0620 | Buried Electric, Transformer, Service Pedestal, Meter (Allowance) | | LSUM | | |
| M-0630 | Semco Gas Service (Allowance) | 1 | LSUM | \$ 1,000.00 | \$ 1,000.0 |
| | | | | | |
| D-0110 | 12" Class C76-IV RCP Storm Sewer | 0 | LFT | \$ 34.57 | \$ - |
| D-0610 | 2' Dia, Precast Drainage Structure (0'-8') | 0 | EACH | \$ 920,00 | \$. |
| D-0821 | Drainage Structure Cover, CB Round | 0 | EACH | \$ 460.00 | \$ - |
| D-0830 | Adjust Structure Cover | 0 | EACH | \$ 330.00 | \$ - |
| D-0920 | Connect to Existing Storm Sewer Manhole | 0 | EACH | \$ 500,00 | \$ - |
| | | | | | |
| R-0110 | Remove Concrete Sidewalk, Ramp & Drive Approach | 75 | SYD | \$ 17.00 | \$ 1,275.0 |
| R-0120 | Remove Concrete Curb and/or Gutter | 90 | LFT | \$ 8.25 | \$ 742.5 |
| R-0220 | 0000 0000 000 000 000 000 000 000 000 | 2450 | SYD | \$ 6.81 | \$ 16,684.5 |
| | Subbase, MDOT Class II, 12" (CIP) | 770 | SYD | \$ 6.68 | \$ 5,143.6 |
| R-0310 | Aggregate Base Under Bit., MDOT 22A, 6" (CIP) | - - | | | |
| R-0320 | Aggregate Base Under Bit., MDOT 22A, 8" (CIP) | 1680 | SYD | \$ 7.08 | |
| R-0410 | Imported Trench Backfill, (CIP) | 340 | CYD | \$ 9.33 | \$ 3,172.2 |
| P-0730 | Bituminous Mixture, LVSP | 335 | TON | \$ 120.00 | \$ 40,200.0 |
| R-0820 | Aggregate Shoulder Course, MDOT 23A, 6" (CIP) | 290 | SYD | \$ 10.66 | \$ 3,091.4 |
| R-0910 | Concrete Sidewalk, 4" | 2500 | SFT | \$ 3.75 | \$ 9,375.0 |
| P-0915 | Concrete Stamping, Ashlar Pattern | 0 | LSUM | \$ 4,800.00 | ş . |
| R-0920 | Concrete Sidewalk Ramp, 4" w/Detectable Warning Strip | 85 | SFT | \$ 12.00 | \$ 1,020.0 |
| R-0945 | E-Curb | 90 | LFT | \$ 28.00 | \$ 2,520.0 |
| | 5 55 8 8 | 50 | | \$ 23.50 | |
| R-1096 | | | | | |
| R-1100 | Pavement Markings | 1 | LSUM | \$ 2,850.00 | \$ 2,850 |

CITY OF ISHPEMING
Lake Bancroft Park Pavilion Project
Bid Tabulation
GEL Joh # 170024.2

| | | | | | Builders, I | |
|-------------|--|---------------------------|-------|--|------------------|-----------|
| Item No. | Rem Description | Contract Quantity | Unit | Unit Price | | Extension |
| | | = 10 | | | | |
| 5-0420 | 6" SDR-26 PVC Sanitary Sewer Lateral | 170 | LFT | \$ 27 | .44 \$ | 4,664.80 |
| S-1020 | Connect to Existing Sanitary Sewer Main | 1 | EACH | \$ 330 | .00 \$ | ээ0.00 |
| 5-2820 | Insulating Sewer | 0 | SFT | \$ 2 | .20 \$ | |
| | , | | | | | |
| WS-0985 | 1.5"SDR-11 HDPE Water Service | 240 | LFT | \$ 29 | .22 \$ | 7,012.8 |
| WS-1025 | 1.5" Corporation Stop | 1 | EACH | \$ 240 | .00 \$ | 240.0 |
| WS-1125 | i.s" Curb Stop and 86x | 1 | EACH | \$ 450 | 0.00 \$ | 450.6 |
| WS-1310 | Insulating Water Services | o | SFT | \$ | .82 \$ | <u>.</u> |
| | | | | | | |
| A-1001 | Pavilion - Foundation and Slabs | 1 | LSUM | \$ 50,700 | 0.00 \$ | 50,700.0 |
| A-1002 | Pavilion - Walls and Rough Openings | 1 | LSUM | \$ 25,800 | 0.00 \$ | 26,800.0 |
| A-1003 | Pavilion - Cedar Timbers | 1 | LSUM | \$ 8,300 | 0.00 \$ | 8,300.0 |
| A-1004 | Pavilion - Cedar Siding / Façade Products | 1 | LSUM | \$ 13,68 | 1.00 \$ | 13,684.0 |
| A-1005 | Pavilion - Stone Veneer Wall Finishing | 1 | LSUM | \$ 35,000 | 0.00 \$ | 35,000.0 |
| A-1006 | Pavilion - Lake Bancroft Facing Window | 1 | LSUM | \$ 12,17 | 9.00 \$ | 12,179.0 |
| A-1007 | Pavilion - Glass Garage Doors | 1 | LSUM | \$ 30,30 | 0.00 \$ | 30,300.0 |
| A-1008 | Pavilion - Exterior and Interior Single Doors | 1 | LSUM | \$ 22,56 | 0.00 \$ | 22,560.0 |
| A-1009 | Pavilion - Interior Double Doors | 1 | LSUM | \$ 4,50 | 0.00 \$ | 4,500.0 |
| A-1010 | Pavilion - Foof Framing and Roofing | 1 | LSUM | \$ 36,95 | 0.00 \$ | 36,950.0 |
| A-1011 | Pavilion - Exterior Wall Finishes | 1 | LSUM | \$ | - \$ | |
| A-1012 | Pavilion - Interior Wall and Room Finishes | 1 | LSUM | \$ 48,30 | 0.00 \$ | 48,300. |
| A-1013 | Pavilion - Plumbing System and Fixtures | 1 | LSUM | \$ 55,50 | 0.00 \$ | 55,500. |
| A-1014 | Pavilion - Electrical | 1 | LSUM | \$ 24,50 | 0.00 \$ | 24,500. |
| A-1015 | Pavilion - HVAC System (Air Handler in Attic) | 1 | LSUM | \$ 18,00 | 0.00 \$ | 18,000. |
| A-1016 | Pavilion - In-Floor Heating System | 1 | LSUM | \$ 41,50 | 0.00 \$ | 41,500. |
| | | | | Total Bas | e Bid: \$ | 614,549. |
| | | | | Read at Bid Op | | |
| | | | | | rence \$ | (62,012. |
| | 75.4 TATO P | | | Sille Control of the Control of the | | (32,012. |
| | | mentalina SLA I COMPINA I | LSUM | \$ (13.6) | 50.00) \$ | (13,650 |
| A-1001a | Optional Alternate: Pavilion - Asphaltic Shingles Value Engineering: Pavilion - Walls and Rough Openings: Replace CMU Wall System with 2x6's at 16" OC, R-19 Batt Insulation, | 1 | LJUNI | 7 (13,6) | 3,000) | (13,050. |
| A-10020 | 5/8" 5 Ply Exterior Grade, 2 Loyers Moisture Barrier, Stone Veneer to 4' above grade and stding remainder of height | | LSUM | | 00.00) \$ | (3,000. |

CITY OF ISHPEMING Lake Bancroft Park Pavilion Project Bid Tabulation GEI Job # 1700242

GF Builders, Inc.

| | | Contract | | | Unit | |
|---------|--|---|---|-------------|-------------|--------------|
| Item | | Contract | | | | 2 800 V |
| No. | Item Description | Quantity | Unit | | Price | Extension |
| | Value Engineering: Pavilion - Walls and Rough Openings: | | | | | |
| | Replace trapezoidal garage door openings with rectangular openings 12- | | | | | |
| 1-1002h | feet wide and 8-feet tall. (Typical of four openings) | 1 | LSUM | \$ | (700.00) | (700.0 |
| | Value Engineering: Pavilion - Walls and Rough Openings: | | | | | |
| | Replace north wall window opening (W1) with 36-feet wide, 6-feet tall | | | | | |
| | rough opening. Wall below window changes from 2-feet tall to 4-feet | | | la constant | | |
| A-1002c | tall. | 0 | LSUM | \$ | - | \$ - |
| | Value Engineering: Pavilion - Cedar Timbers: | X | | | | |
| | Replace cedar timbers with 1" cedar planks over wall system to create | | | | | |
| 4-1003a | façade of timbers. | 1 | LSUM | 5 | (3,000,00) | \$ (3,000.0 |
| | Value Engineering: Pavilion - Cedar Siding / Façade Products: | | | | | |
| | Replace cedar siding with LP SmartSide product with cedar-grain | | | - | | |
| | texture, or equal. Siding shall extend from 4-feet above grade to roof | | | - | | |
| 4-1004a | line. | 1 | LSUM | 5 | (1,500.00) | \$ (1,500.0 |
| | | | | | | |
| | Value Engineering: Pavilion - Cedar Siding / Façade Products: | | | | | |
| A-1004b | Replace cedar with textured aluminum products for soffit and fascia. | 1 | LSUM | \$ | (3,000.00) | \$ (3,000,0 |
| | Value Engineering: Pavilion - Stone Veneer Wall Finishing: | | | | | 2 |
| A-1005a | Stone veneer to extend from grade to 4-feet above grade only. | 0 | LSUM | 5 | | \$ - |
| | Value Engineering: Pavilion - Lake Bancroft Facing Window (W1): | i | | | | |
| | Window size and layout updated, see 10-A-01 for additional | | 100 | | 1000000000 | |
| A-1006a | information. | 0 | LSUM | \$ | (1,000.00) | > - |
| | Value Engineering: Pavilion - Lake Bancroft Facing Window (W1). | | | | | |
| | Same as pay item A-1006a EXCEPT NO WINDOW WILL BE PROVIDED OR | | | | | |
| A-1006b | INSTALLED. JUST FRAME AREA FOR FUTURE USE. | 1 | LSUM | \$ | (8,000.00) | \$ (8,000.0 |
| | Value Engineering: Pavilion - Glass Garage Doors: | 1 | | 197 | | |
| A-1007a | Door size changed to 12-feet wide by 8-feet tall, No other changes | 0 | LSUM | \$ | - | \$ - |
| | Value Engineering: Pavilion - Glass Garage Doors: | | | 1 | 1 | |
| | Door size changed to 12-feet wide by 8-feet tall, Glass panel for above 4- | | | | | |
| A-1007b | feet (+/-), normal insulated paneis below. | 0 | LSUM | \$ | - | \$ - |
| | Value Engineering: Pavilion - Glass Garage Doors: | | | 1 | 777 | |
| | Same as pay item A-1007a EXCEPT NO GARAGE DOORS WILL BE | | 1 | 1. | | |
| A-1007c | PROVIDED OR INSTALLED, JUST FRAME AREA FOR FUTURE USE. | 1 | LSUM | 5 | (23,300.00) | \$ (23,300.0 |
| | Value Engineering: Pavilion - Exterior and Interior Doors: | | | | | a. |
| A-1008a | Change doors to store front style doors. | 0 | LSUM | \$ | | > - |
| | Value Engineering: Pavilion - Roof Framing and Roofing | | | | THE RESERVE | |
| | Replace attic trusses with standard trusses, removal of mechanical | | | 1. | 12 000 001 | / 12.000 |
| A-1010a | room in attic space. | 1 | LSUM | 3 | (2,000.00) | \$ (2,000. |
| | Value Engineering: Pavilion - Interior Wall and Room Finishes | 1 1 | | 1 | 1 | |
| | For wall system change from CMU to 2x6, interior walls shall be 1/2" | | | | | |
| A-1012a | painted MDO sheathing. | 0 | LSUM | \$ | | \$ - |
| | Value Engineering: Pavilion - Plumbing System and Fixtures: | | | | 1 | |
| | Mechanical contractor to provide fixtures that are temper/vandalism | | | | | |
| A-1013a | resistant. | 0 | LSUM | \$ | - | \$ - |
| | Value Engineering: Pavilion - HVAC System (Air Handler in Attic) | | 7 3 3 | | | |
| | Remove Air Handler and mechanical mechanical system in attic space. | Mary Town | | 100 | | |
| | Remove Family Restroom and wall between it and utility room. Use | Well Ball | | | 12000 001 | \$ (2,000. |
| A-1015a | larger utility room for mechanical space. | 1 | LSUM | 2 | (2,000,00) | \$ (2,000. |
| | Value Engineering: Pavilion - In-Floor Heating System: | | | 1,2 | 12 000 001 | ٨ |
| A-1016a | Remove in-floor heating for picnic area. | 0 | LSUM | \$ | (2,000.00) | > . |
| | Value Engineering: Pavilion - In-Floor Heating System: | | | 1 | | |
| | Replace in-floor heating with forced air heating system for entire | | | 1. | 12 500 501 | ě |
| A-1016b | structure. | 0 | LSUM | 3 | (3,500.00) | \$ - |
| | Value Engineering: Pavilion - In-Floor Heating System: | | CONTRACTOR OF THE PARTY OF THE | | | |
| | Replace in-floor heating with forced air heating system for restrooms, | N. S. | 1000 | 1 | Income. | |
| A-1016c | warming kitchen and utility room only. | 1 | LSUM | \$ | (7,000.00) | \$ (7,000. |
| | Value Engineering: Pavillon - | | | 1 | | 1000 |
| A-1017a | Remove pass through window from scope of work. | 1 | LSUM | 15 | (2,500.00) | \$ (2,500. |

Alternate Bid (Alternate cost to reflect the net cost increase or decrease to Bid Item A-1010): \$

544,899.11





Memorandum

To:

Mark Slown, City Manager

CC:

Cathy Smith, Assistant to the City Manager

From:

Mark Stoor

Regarding:

RD Water System Improvements Project

Date:

February 26, 2019

Mark,

Per our previous memos and discussions, GEI anticipates that the current work included in Contracts I and II of the Rural Development Water System Improvements Project (Project) will allow for funds remaining upon completion. As discussed, these are entirely grant dollars, and it behooves the City to use as much of this funding as possible. By the same token, the City's water fund is still recovering from the 2014 emergency and the separate funding of water system improvements under US-41 which caused a budget deficit. So it is important that the project not overrun the budget as well.

We have reviewed the possible existing alternates, and each of the neighborhood areas, if done in full, would be expected to result in significant cost overruns. The other option, however, would be to use this funding toward the adoption of a radio based water meter reading system. This upgrade to the water system was included in the original grant application to Rural Development. However during the design portion it was removed in favor of more work underground.

The advantages to a radio read system are many: They reduce personnel time dedicated to this task, freeing up more availability for other work within the department; They provide better data, allowing for better problem solving, as well as allowing the City to better show customers detail about their water use; They can be used with advanced technologies to monitor certain system variables, such as water temperature. Placing advanced meters in select locations will help the City plan winter operations to deter catastrophic failures such as occurred in 2014.

One other large advantage to this route is that upon completion of construction, the City will know the exact remaining budget available for purchase of meter upgrades, which will allow the City to make the most of the grant money, while reducing risk of any overruns that would come from their water fund.

We have reviewed and obtained approval from Rural Development to use the remaining funds in this manner. The actual change order for this work would come at a later date, however because this is a large decision, we wanted to make sure that the City, and the City Council have an opportunity to discuss and, if acceptable, to approve in concept the use of funds in this manner.

If you have any questions, please do not hesitate to contact me.

Thank you,

Mark Stoor

Senior Project Manager

MMH

21

ORDINANCE NO. 6-400

AN ORDINANCE TO PROHIBIT THE PLACING OF SNOW AND ICE UPON THE FIRE HYDRANTS, STREETS, ALLEYS, AND SIDEWALKS IN THE CITY OF ISHPEMING

THE CITY OF ISHPEMING ORDAINS:

Section 1. No private property owner, or any other person, shall take any snow or ice from any private property and deposit or place the same upon any fire hydrant, street, alley, or sidewalk within the City of Ishpeming where such fire hydrant, street, alley, or sidewalk is usually plowed or cleared for travel or use.

Section 2

No property owner or lessee shall be exempt from the provisions of this ordinance because another person has taken snow or ice from his private property and deposited or placed the same upon any fire hydrant, street, alley, or sidewalk which is usually plowed or cleared for travel and use.

Section 3. Violation of any of the provisions of this ordinance shall constitute a municipal civil infraction. A person, firm or corporation determined to be responsible or responsible "with explanation" for a municipal civil infraction shall be subject to a civil fine of not more than One Hundred (\$100.00) Dollars plus costs, and if applicable, damages and expenses as provided by law. A municipal civil infraction action brought for any violation of this ordinance shall follow the procedures set forth in Act No. 12, P.A. 1994, as amended, and a Defendant charged with a municipal civil infraction violation shall have all of the rights, duties, responsibilities and obligations set forth therein.

<u>Section 4</u>. The provisions of any ordinances of the City of Ishpeming in conflict with the above are hereby repealed.

Adopted: December 5, 1962

Amended: January 18, 1989 Amended: June 8, 1994

Amended: September 4, 1996

Amended: November 8, 2006

Amended: February 6, 2008

Amended: February 4, 2009

Amended: January 6, 2010

ORDINANCE NO. 6-401

AN ORDINANCE TO IMPOSE FEES AND CHARGES FOR THE REMOVAL OF SNOW AND ICE PLACED UPON FIRE HYDRANTS, STREETS, ALLEYS, OR SIDEWALKS IN THE CITY OF ISHPEMING

THE CITY OF ISHPEMING ORDAINS:

<u>Section 1</u>. Every person who shall take any snow or ice from any private property and deposit or place the same upon any fire hydrant, street, alley, or sidewalk within the City of Ishpeming, where such fire hydrant, street, alley, or sidewalk is usually plowed or cleared for travel or use, shall reimburse the City of Ishpeming for the cost of removal of such snow and ice from the public right-of-way in accordance with the following schedule of charges:

- (a) \$50.00 per truckload, or any part thereof, when removed by bucket loader; and
- (b) \$90.00 per truckload, or any part thereof, when removed by snow go unit; and
- (c) \$25.00 per employee per hour, or any part thereof, when removed by City employees by hand or using hand implements such as a shovel, scoop, or similar instrument. This hourly charge shall be in addition to the truckload charges set forth in (a) and (b) above if City employees are required to do hand work to complete the snow and ice removal work.

<u>Section 2</u>. The Superintendent of Public Works, or his designee, shall keep a record of the number of truckloads of snow and ice removed, the equipment used, and the employee time involved in the event that hand work is necessary to complete the snow and ice removal.

<u>Section 3</u>. Upon completion of the snow and ice removal work from the public right-of-way, the City shall invoice the property owner from whose property the snow and ice was moved onto City owned or maintained property in accordance with the schedule of charges set forth in Section 1 above. The private property owner and each person having an ownership interest in the private property shall be liable for and shall be required to reimburse the City for all such costs and charges so invoiced. The charges so invoiced shall be considered delinquent if not paid within 30 days after the date of invoice.

<u>Section 4</u>. Failure of the property owner(s) to pay in full the invoice for the cost of snow and ice removal within 30 days after the date of invoice shall subject such owner(s) to a civil suit by the City to collect such charges, in addition to any civil fines and costs that may be imposed in a prosecution for a violation of City Ordinance No. 6-400. The City shall have the authority to prosecute a person under City Ordinance No. 6-400 and to also collect the charges imposed under this Ordinance No. 6-401 for the same offense or act.

<u>Section 5</u>. In addition to any other remedy the City may have, the City shall have a lien upon the private property from which the snow and ice was moved onto City owned or maintained property for all such charges invoiced. The lien created herein may be enforced by the City of Ishpeming in the manner prescribed by the general laws of the State of Michigan for the enforcement of tax liens, and all such delinquent charges under this Ordinance shall be added

to the delinquent tax rolls with respect to the real property from which the snow and ice was moved onto City owned or maintained property for the year when the charges became delinquent, after adoption of a resolution of lien enforcement by the Ishpeming City Council. Upon entry of such delinquent charges upon the delinquent tax rolls, the collection thereof shall in all respects be governed by the provisions of the general laws of the State of Michigan the same as if said delinquent charges were originally assessed as real property taxes.

Section 6. This Ordinance shall take effect upon legal publication.

Adopted: January 6, 2010

23

ORDINANCE NO. 2-400

FIREWORKS

AN ORDINANCE PROVIDING FOR THE REGULATION OF THE IGNITION, DISCHARGE AND USE OF CONSUMER FIREWORKS

THE CITY OF ISHPEMING ORDAINS:

SECTION 1. PURPOSE.

The purpose of this ordinance is to provide for the regulation of the ignition, discharge and use of consumer fireworks, as allowed under the Michigan Fireworks Safety Act, MCL 28.451 et seq., as amended.

SECTION 2. DEFINITIONS.

As used in this section, the following terms shall be defined as follows:

- (1) APA Standard 87-1 means 2001 APA Standard 87-1, Standard for Construction and Approval for Transportation of Fireworks, Novelties, and Theatrical Pyrotechnics, published by the American Pyrotechnics Association of Bethesda, Maryland.
- (2) Consumer fireworks means fireworks devices that are designed to produce visible effects by combustion, that are required to comply with the construction, chemical composition, and labeling regulations promulgated by the United States Consumer Product Safety Commission under 16 CFR Parts 1500 and 1507, and that are listed in APA Standard 87-1, 3.1.2, 3.1.3, or 3.5. Consumer fireworks do not include low-impact fireworks.
- (3) Fireworks mean any composition or device, except for a starting pistol, a flare gun, or a flare, designed for the purpose of producing a visible or audible effect by combustion, deflagration, or detonation. Fireworks consist of consumer fireworks, low-impact fireworks, articles pyrotechnic, display fireworks, and special effects.
- (4) Low-impact fireworks mean ground and handheld sparkling devices as that phrase is defined under APA Standard 87-1, 3.1.1.1 to 3.1.1.8 and 3.5.
 - (5) Minor means an individual who is less than 18 years of age.
 - (6) National holiday. The following are legal public holidays:
 - a. New Year's Day, January 1.
 - b. Birthday of Martin Luther King, Jr., the third Monday in January.
 - c. Washington's Birthday, the third Monday in February.
 - d. Memorial Day, the last Monday in May.
 - e. Independence Day, July 4.
 - f. Labor Day, the first Monday in September.
 - g. Columbus Day, the second Monday in October.
 - h, Veteran's Day, November 11.

- i. Thanksgiving Day, the fourth Thursday in November.
- j. Christmas Day, December 25.

SECTION 3. IGNITION, DISCHARGE AND USE.

- (1) A person shall not ignite, discharge, or use consumer fireworks at any time other than permitted hours on the day preceding, the day of, or the day after a national holiday.
- (2) A person shall not ignite, discharge, or use consumer fireworks between the hours of 1:00 a.m. and 8:00 a.m. on the day preceding, the day of, or the day after a national holiday.

SECTION 4. POSSESSION OF CONSUMER FIREWORKS BY MINOR.

A minor shall not possess consumer fireworks.

SECTION 5. DETERMINATION OF VIOLATION; SEIZURE.

If a police officer determines that a violation of this section has occurred, the officer may seize the consumer fireworks as evidence of the violation.

SECTION 6. PENALTY.

Any person in violation of any section of Section 3 shall be guilty of a municipal civil infraction and shall be subject to payment of a civil fine as provided in the schedule below.

- (1) *First violation.* Any person who admits responsibility for, or who is found responsible for, a violation of Section 1 shall be subject to a civil fine of \$100.
- (2) Second violation. Any person who admits responsibility for, or who is found responsible for, a second violation of Section 3, in any 12-month period shall be subject to a civil fine of \$500.
- (3) Following final disposition of a finding of responsibility for violating this section, the City may dispose of or destroy any consumer fireworks retained as evidence in that prosecution.
- (4) In addition to any other penalty, a person that is found responsible for a violation of this section shall be required to reimburse the City for the costs of storing, disposing of, or destroying consumer fireworks that were confiscated for a violation of this section.

SECTION 7. EFFECTIVE DATE

This ordinance shall become effective after publication in accordance with the Charter of the City of Ishpeming.

Adopted: June 8, 1910 Amended: August 8, 2018

Amended:





Johnson Controls, Inc. Appleton Office N961 Tower View Drive

Greenville, WI 54942 Tel. 920-831-3800 Fax: 920-831-3801 Cell: 906-235-5369

Email: Jesse.Roberts@jci.com

PROPOSAL PRICING FOR: Ishpeming City Hall HVAC control system retrofit project City of Ishpeming 100 E. Division Street

DATE:

Ishpeming, MI 49849

February 28, 2019

TO:

CUSTOMER CONTACT

COMPANY

PHONE NO.

FAX NO.

Mark Slown

City of Ishpeming City Manager

906-485-1091

FROM:

Sales Representative

COMPANY

PHONE NO.

FAX NO.

Jesse Roberts

Johnson Controls, Inc.

906-235-5369

Number of pages (including this page): 4

Our bid proposal listed below provides a solution to replace existing Apogee HVAC digital control system with our Johnson Controls Metasys HVAC control system, which includes replacing the field controller, any related temperature sensors and re-use all other DDC controls components. New communication wiring that connects all field controllers will be re-placed with a grounded BACnet communication wire. All other equipment related to the existing system will be re-used:

Ishpeming City Hall HVAC Controls Retrofit

\$17,380.00

- Replace existing obsolete HVAC field controllers for boiler hot water system and lower level air handling unit that are located in basement boiler room with Metasys field controllers
- New Metasys field controllers will be installed to replace the existing obsolete zone booster heating coils and existing booster heating coil valves and actuators will be reused
- All temperature sensors on hot water system will be replaced with new thermo-well temperature sensors due to age of equipment
- All airside temperature sensors (including the size zone thermostats) on the air handling unit system will be replaced due to age of equipment
- Existing air handling unit humidifier control system will stay as is and not be integrated into the new Metayss HVAC controls
- Install new Metasys network controller to replace existing Apogee device in basement boiler room to make the Metasys control system web-enabled
- All electrical work required to execute project is included with exception for the IT network connection as this will be provided by customer (Johnson Controls will provide specifications to IT staff of what is needed)

- Customer will be responsible for providing computer workstation to access the Metasys HVAC control system (existing customer computer workstations can be used if preferred)

 o 4 hours of customer training will be provided upon project completion

Project work includes: One (1) year warranty on any equipment and labor provided for this project. Any deficiencies found related to the existing HVAC equipment or controls components listed as being reused will be shared with the customer and will be quoted to repair if directed.

| Our Proposal for this proje | ect does not include | the following: |
|-----------------------------|----------------------|----------------|
|-----------------------------|----------------------|----------------|

| | Any work outside of normal business hours (7am-5pm) unless negotiated prior to project approval |
|---|--|
| | The state of the s |
| - | Any work on the 2 nd floor of the building as it is not involved with the existing Siemens HVAC |

| - | Ally Work off the Z | moor of the banding do it is not in | • |
|---|---------------------|-------------------------------------|---|
| | Control system that | is being replaced | |

| Please contact me at the number listed above with any questions regarding this Scope of Work. | | | | | | |
|--|---|--|--|--|--|--|
| (IMPORTANT: This proposal incorporates by reference the terms and conditions the reverse side hereof.) This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work; subject, however, | This proposal is valid for | | | | | |
| to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin. | 60 DAYS | | | | | |
| | JOHNSON CONTROLS, INC. | | | | | |
| Purchaser - Company Name | | | | | | |
| | Jane J. Roberts | | | | | |
| Signature | Signature | | | | | |
| Name: | Name: Jesse Roberts | | | | | |
| Title: | Title: Account Representative Owner Sales | | | | | |
| Date: | Date: February 28, 2019 | | | | | |

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. SCOPE OF WORK. This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson, shall be distributed and installed by others under Johnson's supervision but at no additional cost to Johnson. Purchaser agrees to provide Johnson with required field utilities (electricity, toilets, drinking water, project holst, elevator service, etc.) without charge. Johnson agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Johnson for any costs or expenses without Johnson's written consent.

Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCBs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.

- INVOICING & PAYMENTS. Johnson Controls may invoice Purchaser monthly as progress payments for all materials delivered to the job site or to an off-site storage facility
 and for all work performed on-site and off-site. Waivers of lien will be furnished upon request, as the work progresses; to the extent payments are received. If Johnson's
 invoice is not peld within 30 days of its issuance, it is delinquent.
- 3. MATERIALS. If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Johnson, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Johnson shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.
- WARRANTY. Johnson warrants that the equipment manufactured by it shall be free from defents in material and workmanship arising from normal usage for a period of ninety (90) days from delivery of said equipment, or if installed but not manufactured by Johnson, for a period of ninety (90) days from installation. Johnson warrants that for equipment furnished and or installed but not manufactured by Johnson, Johnson will extend the same warranty terms and conditions which Johnson reviews from the manufacturer of said equipment. For equipment installed by Johnson, if Purchaser provides written notice to Johnson of any such defect within thirty (30) days after phagearance or discovery of such defect, Johnson shall, at its option, repair or replace the defective equipment to Johnson within thirty (30) days after appearance or discovery of such defect used equipment to Johnson within thirty (30) days after appearance or discovery of such defect, Johnson shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by Johnson shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.
- 5. LIABILITY, In no event shall Johnson Controls be liable for any damages relating to this Agreement in any amount exceeding [3] times the amounts payable under the agreement
- 6. TAXES. The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Johnson or, alternatively, shall provide Johnson with acceptable tax exemption certificates. Johnson shall provide Johnson acceptance of the work.
- 7. DELAYS. Johnson shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Johnson's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors of Johnson, Etc.
- 8. COMPLIANCE WITH LAWS. Johnson shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
- 9. DISPUTES. All disputes involving more than \$20,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. Each party shall cover own legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
- 10. INSURANCE, Johnson Controls shall maintain Commercial General Liability on an occurrence basis with a combined limit for bodily injury and property damage of \$1,000,000 per occurrence and in the aggregate. Customer is considered to be an "additional insured" only with respect to liability caused by Johnson Controls' negligence, errors, or omissions under this agreement. The additional insurance shall be covered up to the limits of liability as enumerated above and its additional insured status will cease when: a) contract terms have been completed; b) contract is cancelled or terminated; or c) insurable interest no longer exists. It is understood and agreed that the following shall be Additional insured. The City of Ishperming, 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 and agreed by naming the City of Ishperming as additional insured, coverage afforded is considered to be primary and any other insurance the City of Ishperming may have in effect shall be considered secondary and/or excess.
- 11. INDEMNITY, Johnson Controls agrees to indemnify Customer for third-party damages arising from Johnson Controls' negligence in performance of work under the Contract
- 12. OCCUPATIONAL SAFETY AND HEALTH. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
- 13. ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
- 14. CHANGES, No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.