

AGENDA

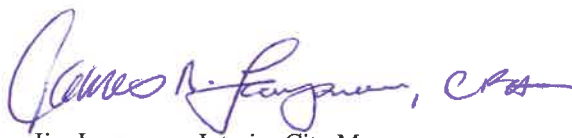
ISHPEMING CITY COUNCIL REGULAR MEETING

Wednesday, July 10, 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 (June 5th, 24th, and July 2nd)
 - b. Approval of Disbursements
 - c. Special Event Application and Parade Permit: St. Rocco/St. Anthony Italian Fest: 7/27/19
 - d. Special Event Application: Ore To Shore Mountain Bike Epic: 8/10/19
 - e. Special Event Application and Temporary Liquor License: VFW Bean Bag Brawl: 8/3/19
 - f. Special Event Application: Swim Teal Lake: 7/27/19
 - g. Special Event Application: Marquette Marathon: 8/31/19
 - h. Travel and Recreation Association Investment Allocation Renewal
 - i. Library Books and furniture declared as surplus
 - j. Reappoint Sandy Arsenault to a four year term on the DDA
8. Monthly Financial Statement Report
9. 2019 Budget Amendments
10. Discussion on City Manager Search
11. Rural Development Water Improvement Project
 - a. Change Order #12, Contract I
 - b. Change Order #12, Contract II
 - c. Rural Development Draw #18
 - d. Change Order #7, Contract III
 - e. Payment Application #15, Contract III
12. Lake Bancroft Pavilion
 - a. Change Order #1
 - b. Pay Application #1
13. GEI Proposal for Sanitary Sewer Repairs
14. COBRA Agreement with Total Administrative Services Corporation (TASC)
15. Authorize Finance Director to attend the 2019 MERS Annual Conference and select a Delegate
16. Discuss wages and benefits for City Manager Position
17. Old Business
18. New Business
19. Mayor and Council Reports
20. Manager's Report
21. Attorney's Report
22. Adjournment



Jim Lampman, Interim City Manager

7C

Policy #406

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 St. Rocco / St. Anthony Phone 486-4919

Organization Address 801 N. Maple St. Ishpeming

Organization's Agent Jim Bertucci Phone 486-4919

Agent's Title President

Agent's Address Same

Event Name Italian Fest

Event purpose Community Picnic

Event Dates July 27 2019

Event Times 12:00pm to 10:00pm

Event Location Al Quaal

1. Type of Event:

☐ City Operated Event ☐ Co-Sponsored Event

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

☐ Political or Ballot Issue Event

7/21/2015

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 Last Full weekend in July

Next year's Specific Dates: July 27, 2019

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

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

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

6. Other Requests: _____

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

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

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

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

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

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

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

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

6-14-19
Date

Jim Bertucci
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, Jim Bertucci, an official representative of (Name of Organization)
Italian-American Mutual Aid Society of St. Rocco and St. Anthony.

hereby make application to conduct a parade on (date) 7-27-19. It will begin at
9:45 am and end at 11:00 am.

The parade will form at (location) Main Street in front St. John the Evangelist Catholic Church

Line of march will be as follows (List Streets and Directions):

South on Main to Johnson Street, East on Johnson Street to First, North on First Street to
Pearl Street, East on Pearl to Third Street, North on Third Street to Cleveland Avenue,
West on Cleveland Avenue to Pine Street, South on Pine Street to K/D Hall.

I wish to have parking restricted on the following streets: None

I wish to have the following intersections blocked: None

Estimated number of units to be in the parade: one (1)

Equestrian (horse) units: None

Number of people provided to monitor the parade: two (2)

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: Jim Bertucci

APPROVED BY:

Chief of Police: _____ City Clerk: _____

7d

Policy #406

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 NOQUEMAN TRAIL NETWORKPhone 906 235 6861Organization Address 401 E. FAIR AVE MARQUETTE MI 49855Organization's Agent Jon BeckenPhone 906 458 4221Agent's Title EVENT ORGANIZERAgent's Address 1101 DWAISSA ST NEGAUNEE MI 49866Event Name ORE TO SHORE MOUNTAIN BIKE EPICEvent purpose MOUNTAIN BIKE RIDE FOR HEALTH & FITNESS IN SUPPORT OF LOCAL TRAILSEvent Dates SAT AUGUST 10 2019Event Times 9:00 AM TO 11:00 AMEvent Location COURSE MAP ATTACHED. ENTERS CITY ON SNOWMOBILE TRAIL OFF MALTON, CONTINUES ON 10TH ACROSS 7TH. DOWN HEMATITE TO TRAIL AT CANADA/SPRUCE, CROSSES LAKE SHORE & WASHINGTON ON SNOWMOBILE TRAIL1. Type of Event: EXITS CITY AT COOPER LAKE ROAD NEAR HOLLI/RR TRACKS☐ City Operated Event☒ Co-Sponsored Event☐ Other Non-Profit Event☐ Other For-Profit Event☐ Political or Ballot Issue Event

7/21/2015

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 SECOND SATURDAY IN AUGUST

Next year's Specific Dates: 8/8/2020

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]

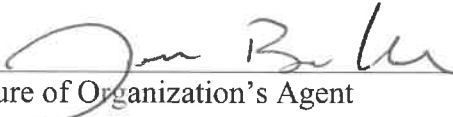
6. Other Requests: POLICE TO CONTROL TRAFFIC AT HEMATITE 13RD INTERSECTION
DPW SIGNAGE AND SAWHORSES AT INTERSECTIONS ALONG COURSE

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.

6/26/2019
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



7e

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 VFW Post 4573 - Ishp. Phone 486-4856
Organization Address 310 BANK ST, Ishp.
Organization's Agent Stu Skauge Phone 485-4831
Agent's Title Event Coordinator
Agent's Address 458 OAK ST, Ishp.
Event Name BEAN BAG BRAWL
Event purpose FUND RAISER - Veteran Programs

Event Dates Start Aug 3, 2019
Event Times Noon - 7 pm
Event Location VFW - West Parking Lot - 310 Bank St.

1. Type of Event:

- ☐ City Operated Event ☒ Co-Sponsored Event w/ City
☒ 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: Aug. 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 V.F.W., only

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

6. Other Requests: Close Bank St From 3rd St. To 2nd St.

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.

Date 1/2/19


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



Temporary Authorization Application

(For MLCC Use Only)

(Authorized by R 436.1023(2),(3), R 436.1403(2), R 436.1407, and R 436.1419)

*****This application, all required documents, and a \$70.00 inspection fee must be submitted at least ten (10) days in advance of your event for your request to be considered by the Commission.*****

Part 1 - Licensee Information

Individuals, please state your legal name. Corporations or Limited Liability Companies, please state your name as it is filed with the State of Michigan Corporation Division.

Licensee name(s): Martin J. Lassila Post 4573 Veterans of Foreign Wars of the United States		
Address: 310 Bank Street		
City: Ishpeming	Zip Code: 49849	
Contact name: Stu Skauge	Phone: 906-485-4831	Email: stuskaug@yahoo.com

☒ \$70.00 Inspection Fee - Make Check Payable to **State of Michigan** *MLCC Use - Fee Code 4037*

Part 2 - Temporary Authorizations Available

A licensee may request up to twelve (12) daily authorizations for each type of temporary authorization in a calendar year. A conditional licensee **is not** eligible for a temporary permit pursuant to MCL 436.1525(6). Select all that apply to this application:

<input checked="" type="checkbox"/> Temporary Outdoor Service Permit - Complete Parts 3, 8, and 9	<input type="checkbox"/> Temporary Extended Hours Permit - Complete Parts 6 and 9
<input type="checkbox"/> Temporary Dance Permit - Complete Parts 4 and 9	<input type="checkbox"/> Temporary Specific Purpose Permit - Complete Parts 7, 8, and 9
<input type="checkbox"/> Temporary Entertainment Permit - Complete Parts 5 and 9	

Part 3 - Temporary Outdoor Service Permit Information

A Temporary Outdoor Service Permit requires a recommendation from the local law enforcement agency that has primary jurisdiction over the licensed premises. **The local law enforcement agency must complete Part 8 of this application.**

Date(s) of event: 8/3/2019	Describe event: Bean Bag Toss Tournament to raise money for veteran needs		
Date(s) of event:	Describe event:		
Date(s) of event:	Describe event:		
1. Check below if the event(s) listed above will include any of the following: <input type="checkbox"/> Dancing <input type="checkbox"/> Contests <input checked="" type="checkbox"/> Tournaments <input type="checkbox"/> Classic Cars <input type="checkbox"/> Motorcycles <input type="checkbox"/> Concerts <input type="checkbox"/> Festivals			
2. List the exact dimensions of the proposed area:		75	feet X 140 feet = 10,500 square feet
Submit a diagram of the outdoor area with application Width Length			
3. Describe type and height of the barrier that will be used to enclose the area: 6 foot high snow fence			
4. Will the proposed outdoor service area be connected to the licensed premises?			<input checked="" type="radio"/> Yes <input type="radio"/> No
If No, what is the distance from the licensed premises to the proposed area?			<input type="text"/> feet
5. Is the entrance/exit point(s) for the proposed area through the licensed premises?			<input checked="" type="radio"/> Yes <input type="radio"/> No
6. Are there any dedicated streets or intervening property between proposed area and the licensed premises?			<input type="radio"/> Yes <input checked="" type="radio"/> No
7. Describe type of security that will be used for event(s) and how it will be utilized to secure and monitor to prevent sales to minors and visibly intoxicated persons:			

Part 3 Continued - Temporary Outdoor Service Permit Information

8. Is the location of the proposed area owned, rented, or leased by the licensee?	<input checked="" type="radio"/> Yes <input type="radio"/> No
If No , submit a lease or written permission which grants the licensee the use of the proposed area. *Submit written permission from a city, township, or village if the proposed area is located on municipally-owned property*	
9. Is the proposed area located in the same local governmental unit as the licensed premises?	<input checked="" type="radio"/> Yes <input type="radio"/> No
If No , please explain:	
10. Does the licensee currently hold an Additional Bar Permit that will be utilized in the proposed area?	<input type="radio"/> Yes <input checked="" type="radio"/> No
If No , the licensee will be restricted to providing only table service in the proposed area unless a new Additional Bar Permit has been requested by the licensee and approved by the Commission. <i>This requirement applies only to Class C or B-Hotel licenses.</i>	

Part 4 - Temporary Dance Permit Information

<ul style="list-style-type: none">Licensees that currently hold a Dance Permit at the licensed premises <u>do not</u> need to request a Temporary Dance Permit for dancing in a Temporary Outdoor Service area.The dance floor must be at least 100 square feet, be clearly marked, and shall not have tables, chairs, or other obstacles on the dance floor while customers are dancing.
1. List the dates requested for a Temporary Dance Permit:

Part 5 - Temporary Entertainment Permit Information

<ul style="list-style-type: none">Licensees that currently hold an Entertainment Permit at the licensed premises <u>do not</u> need to request a Temporary Entertainment Permit for entertainment in a Temporary Outdoor Service area.A Temporary Entertainment Permit does not allow for topless activity on the licensed premises.
1. List the dates requested for a Temporary Entertainment Permit:
2. Describe the type of entertainment provided:
3. Will the entertainment provided under the Temporary Entertainment Permit include a contest with prizes totalling over \$250.00 in retail value?
<input type="radio"/> Yes <input type="radio"/> No
If Yes , the licensee must complete Form LCC-207 and submit with this application. <i>No alcoholic beverages may be used as part of any contest or as a prize for a contest. No licensee may provide anything of value from another licensee without prior Commission approval.</i>

Part 6 - Temporary Extended Hours Permit Information

<ul style="list-style-type: none">Licensees that currently hold an Extended Hours Permit in conjunction with a Dance or Entertainment Permit at the licensed premises <u>do not</u> need to request a Temporary Extended Hours Permit for use with a Temporary Outdoor Service area.
1. Select the permit type that requires a Temporary Extended Hours Permit*: <input type="checkbox"/> Dance Permit <input type="checkbox"/> Entertainment Permit
2. List the dates and hours requested for a Temporary Extended Hours Permit:

Part 7 - Temporary Specific Purpose Permit Information

<ul style="list-style-type: none">Licensees that currently hold a Specific Purpose Permit for an approved purpose at the licensed premises <u>do not</u> need to request a Temporary Specific Purpose Permit for the same purpose for use with a Temporary Outdoor Service Permit.A Temporary Specific Purpose Permit requires a recommendation from the local law enforcement agency that has primary jurisdiction over the licensed premises. The local law enforcement agency must complete Part 8 of this application.
1. Indicate the activity that requires extended hours* (e.g. food service):
2. List the dates and hours requested for a Temporary Specific Purpose Permit:

*Hours of Operation

Weekdays and Saturdays - Beer, wine, and spirits may be sold from 7:00 a.m. to 2:00 a.m. of the next day, provided that the sale of spirits is legal in the governmental unit where the license is desired.

Sundays - Legal hours of sale on Sundays are from 7:00 a.m. until 2:00 a.m. of the next day, provided the sale of alcoholic beverages on Sunday is legal in the governmental unit and the appropriate permit has been approved by the Commission and the permit has been issued.

Part 8 - Local Law Enforcement Recommendation for Temporary Outdoor Service Permit and Temporary Specific Purpose Permit

The local law enforcement agency with primary jurisdiction over the event location must complete this section.

Name of law enforcement agency: Ishpeming Police Department		
Address of law enforcement agency: 100 E. Division Street, Ishpeming, MI 49849		
Phone number of officer: 906-486-4416	Email of officer: policechief@ishpemingcity.org	
I certify that I have reviewed this application and recommend the approval of the Temporary Outdoor Service Permit or Temporary Specific Purpose Permit by the Michigan Liquor Control Commission.		
Stephen Snowaert, Chief of Police		7/2/2019
Print Name & Title of Reviewing Officer:	Signature of Reviewing Officer	Date

Part 9 - Signature of Licensee

If approved, the license shall not sell, or allow the consumption of alcoholic beverage outdoors, except in the defined area, under administrative rule R 436.1419.

If approved, the licensee shall provide service of alcoholic beverages in the outdoor area only by wait staff servicing the tables, unless the licensee uses an approved additional bar in the area where customers may obtain their alcoholic beverages from a bartender using a currently authorized additional bar or receiving approval by the Commission for a new Additional Bar Permit. This requirement applies only to Class C or B-Hotel licenses.

Refrigeration trucks and/or trailers cannot include an alcoholic beverage logo and must be rented by the licensee from a non-wholesale company. If the refrigeration truck/trailer allows customer access to obtain alcoholic beverages, an Additional Bar Permit must be obtained unless an existing Additional Bar Permit will be utilized.

Pursuant to MCL 436.1525(6), a conditional license must only include any existing permits and approvals held in connection with the seller's existing license. A conditional licensee **is not** eligible for a temporary permit pursuant to MCL 436.1525(6).

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. Approval of this application by the Michigan Liquor Control Commission does not waive any of these requirements. The licensee must obtain all other required state and local licenses, permits, and approvals for this business before using this license for the sale of alcoholic liquor on the licensed premises.

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing **false** or **fraudulent** information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

Submit this application, all required documents, and a \$70.00 inspection fee at least ten (10) days in advance of your event for your request to be considered by the Commission. Make check payable to State of Michigan.

Mike Kjellman, Sr. Vice Commander		7/2/2019
Print Name of Licensee & Title	Signature of Licensee	Date

Please return this completed form along with corresponding documents and fees to:

Michigan Liquor Control Commission

Mailing address: P.O. Box 30005, Lansing, MI 48909

Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933

Fax to: 517-284-8557

5

5 stall 10' x 15'

75'

15'

30' (24 min)

140'

V.F.W. Post 4573

Alley 20'

VFW PARKING LOT
Bean Bag Tournament Site

2nd St

Snow Fence

BANK ST. Snow Fence

Alley

Snow Fence

111

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 U.P. Diabetes Outreach Network Phone 273-1120

Organization Address 1025 Commerce Drive

Organization's Agent Kristen Cambensy Phone 360-6906

Agent's Title Race Director

Agent's Address 1035 County Rd 492, Marquette

Event Name Swim Teal Lake: Benefit for Diabetes

Event purpose Raise awareness for people living with diabetes and funds for UPDON.

Event Dates Saturday, July 27th, 2019

Event Times 8am - 1pm

Event Location Teal Lake ~ Al Quaal Lower Lodge

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: At Quaal Lower Lodge

Normal Event Schedule _____

Next year's Specific Dates: Friday, July 24 - Saturday, July 25
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: _____

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.

7/3/2019
Date

Quinton Cambensy
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

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 Marquette Marathon / NTN Phone 810-881-2361
 Organization Address PO Box 746
 Organization's Agent Greg Borzick Phone 810-881-2361
 Agent's Title Course Marshall
 Agent's Address 317 E Crescent St, Mgt, MI 49855
 Event Name Marquette Marathon
 Event purpose Running race from Ishpeming to Marquette to promote running and boost local economy.
 Event Dates August 31, 2019
 Event Times 7:30 AM Start
 Event Location Start like Cliffs Shaft Mine Museum / Lake Bancroft Park / IOHT

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 7:30 AM start of race, 6:30 AM set-up, 8:00 AM completed

Next year's Specific Dates: Sept 5, 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: Road barricades at west end of Euclid St at Lakeshore Dr and road barricades at east end of Euclid St at turn on to Spruce St. Please see below ↓

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.

Also request City Police traffic control at crossing of Iron Ore Heritage Trail and 3rd St. from 7:30 am to 8:00 am.

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.

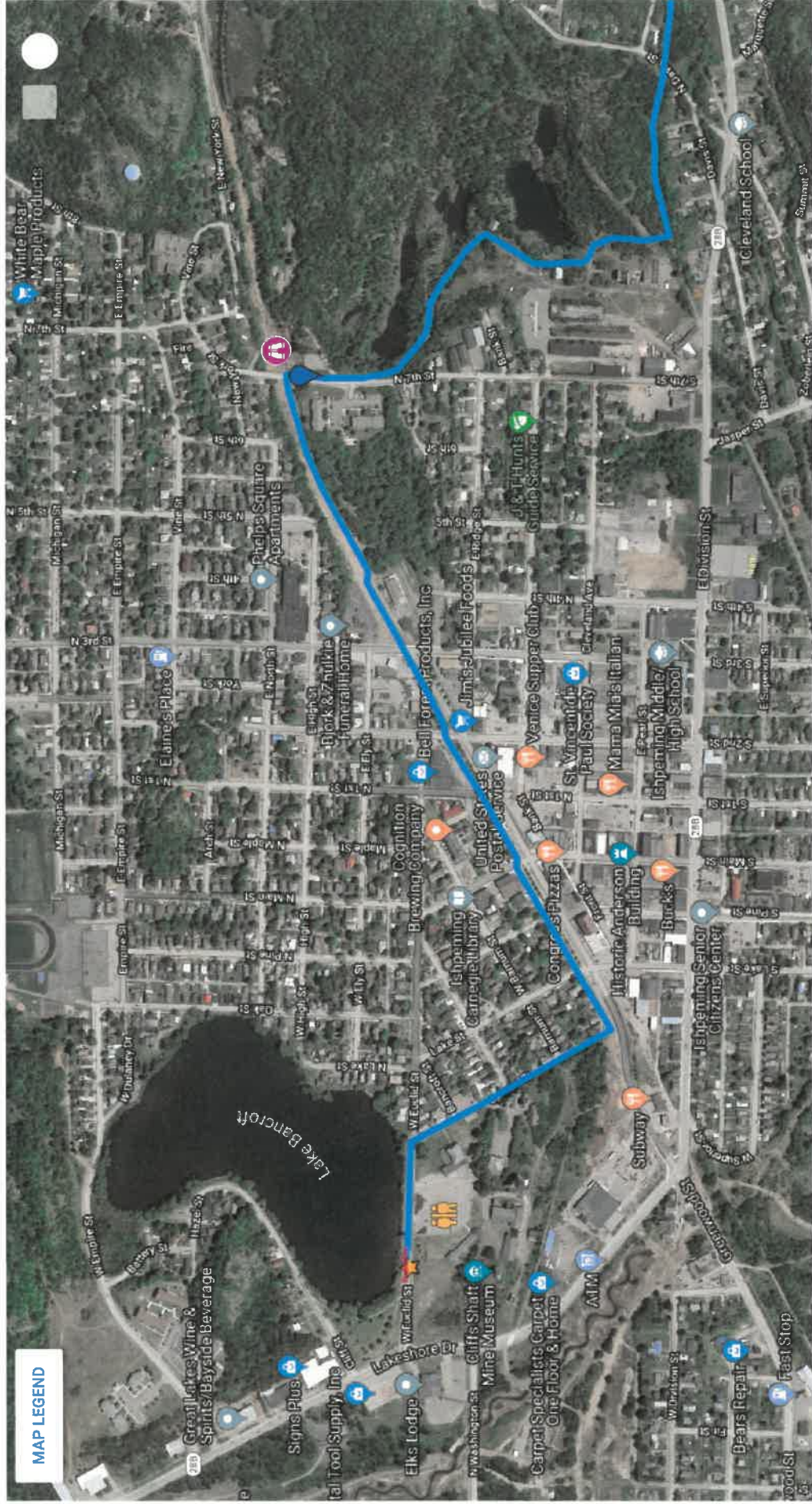
6-26-19
Date


Signature of Organization's Agent

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

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

7/21/15



7h



MICHIGAN'S UPPER PENINSULA
TRAVEL AND RECREATION ASSOCIATION

June 27, 2019

Mr. Mark Slown, Manager
City of Ishpeming
100 E. Division St.
Ishpeming, MI 49849-2084

CITY OF ISHPERING

JUN 28 2019

RECEIVED

Dear Mr. Slown:

The growth of the tourism industry in the Upper Peninsula during the last few years can largely be attributed to the marketing efforts cooperatively undertaken by the Upper Peninsula Travel & Recreation Association (UPTRA), its members, and supporters.

The leadership role UPTRA has provided has placed the Upper Peninsula in a position of strength in the industry as the largest tourism marketing area in Michigan. While others have dissolved due to state budgetary problems, UPTRA stands firm and strong, continually presenting its members to the traveling public as a destination too attractive to overlook.

Sustaining and furthering the economic contribution tourism growth has produced requires the continued financial investment of the new and creative-marketing programs UPTRA develops on a continuing basis. We respectfully request your support with an Investment Allocation in the amount of \$300.

We sincerely appreciate your consideration of this request on behalf of the Upper Peninsula tourism industry. Also enclosed is a copy of our current Upper Peninsula Four Season Travel Planner.

Sincerely,

Tom Nemacheck
UPTRA Executive Director

Sincerely,

Linda Stabile
Marquette County Board Member



MICHIGAN'S UPPER PENINSULA
TRAVEL AND RECREATION ASSOCIATION

INVOICE

June 27, 2019

Mr. Mark Slown, Manager
City of Ishpeming
100 E. Division St.
Ishpeming, MI 49849-2084

DATE	DESCRIPTION	AMOUNT
June 27, 2019	Investment Allocation	\$300.00
PAYABLE UPON RECEIPT MAKE CHECKS PAYABLE TO: UPTRA		
	Total Due:	\$300.00

P.O. BOX 400, IRON MOUNTAIN, MICHIGAN 49801-0400 • PHONE 800-562-7134 • 906-774-5480 • FAX 906-774-5190

EST. 1911

E-MAIL info@uptravel.com • www.uptravel.com

7i



Ishpeming Carnegie Public Library

317 N. Main Street, Ishpeming, MI 49849 906.486.4381 ishpeminglibrary.info

MEMO

TO: Jim Lampman, Interim City Manager & City Council
FROM: Jesse Shirtz, Library Director
DATE: 24 June 2019
RE: Items to be declared surplus

The Library has 101 books and 8 items (mostly furniture) to be declared surplus property. An itemized list is attached.

Thank you,

Jesse Shirtz

Items to be delcared surplus - July 2019

AUTHOR	TITLE	PUB DATE
Aladjem	The Sun is My Enemy	1977
American Cancer So	Lung Cancer	2007
American Cancer So	Good for you!	2002
American Cancer So	Complementary and Alternative Cancer Methoc	2000
Arey	The Sky Pirates	1972
Asinof	The Fox is crazy too	1976
Bailey	The Defense Never Rests	1971
Berman	Held Captive	2003
Bing	Do or Die	1991
Black	Living with a Brain Tumor	2006
Blau	Lupus	1977
Block	Famous Detectives	1967
Bostwick	Prostate Cancer	1999
Carmen	Hearing Loss & Hearing Aids	1998
Carter	ABC for Book Collectors	1951
Clarke	American Assassins	1982
Cohn	Helping Your Teen-Age Student	1979
Creasey	The Big Call	1964
Cutler	Hysterectomy: Before & After	1988
DesMaisons	Potatoes Not Prozac	1999
Dickens	Dombey and Son	1979
Estrich	Making the Case for Yourself	1997
Ezrin	The Type II Diabetes Diet Book	1997
Fosburgh	Closing time	1977
French	Unanswered Cries	1991
Griffith	Complete Guide To Sports Injuries	1986
Hammer	The CBS Murders	1987
Hawthorne	Representative Selections	1934
Heald	A Classic English Crime	1990
Hellman	Chief!	1974
Henderson	The Super Sleuths	1976
Hersey	Under the Eye of the Storm	1967
Heyer	Charity Girl	1970
Horowitz	Death in the Air	2001
Howells	Novels 1886-1888	1978
Hunnicuttt	I Have Friends	1957
Hunt	Wicked As the Devil	1966
Irving	Washington Irving	1991
Ivker	Sinus Survival	1992
Kahn	Fraud	1973
Kaye	Games For Reading	1984
Larson	Muir's Blood	1976
Lepera	Memoirs of a Scam Man	1974
Levin	Colorectal Cancer	1999

Macho	Everyone's Guide to Outpatient Surgery	1994
Marks	Prostate and Cancer	2003
Matthews	Fossils	1964
Maurice	The Gentlemen of 16 July	1978
McCarthy	The Second Opinion Handbook	1987
McCurdy	A Complete Guide to Cosmetic Facial Surgery	1992
McNulty	The Burning Bed	1980
Miller	Schizophrenia & Aging	1987
Millman	Such A Pretty Face	1980
Miner	Caring For Alzheimer's Patients	1989
Nemnich	Cyberspace Job Search Kit	2000
Nichols	How To Operate Excavation Equipment	1954
Perry	Belgrave Square	1992
Peters	The Love Talker	1980
Peterson	The Mob	1983
Pope	Hear	1997
Prendergast	The Poison Tree	1986
Price	Sion Crossing	1984
Pryor	Getting Back on Your Feet	1991
Pulaski	Understanding Piaget	1971
Rhodes	Next, After Lucifer	1987
Rosenthal	The Breast Sourcebook	1996
Runowicz	Women and Cancer	1999
Sandiford	Shattered Night	1984
Sarno	Healing Back Pain	1991
Silverstein	Lyme Disease: the great imitator	1990
Simon	Uranus	1987
Skilling	Fibroids	2000
Smith	Aurora	1980
Smith	Death of an Alaskan Princess	1988
Stephens	Blow Negative!	1962
Stevens	Death Penalty	1978
Stone	Passionate Journey	1949
Storaska	How to Say No to a Rapist - and Survive	1975
Stout	Full House	1955
Stout	Plot It Yourself	1959
Stout	Triple Jeopardy	1952
Stuart	The Margin	1988
Szasz	Lupus: Living With It	1995
Thompson	Tattoo	1974
Thompson	Serpentine	1979
Thompson	Blood and Money	1976
Verne	Around the World in Eighty Days	1979
Verne	20,000 Leagues Under the Sea	1965
Veryan	Journey to Enchantment	1986
Wambaugh	The Blooding	1989
Wambaugh	Echoes in the Dark	1987

Westcott	Short Novels of Colette	1951
Westcott	The Ancestors Cry Out	1979
Whittemore	The Super Cops	1973
Wiesenthal	The Sunflower	1976
Wilhelm	Huysman's Pets	1986
Wilson	My Six Convicts	1951
Winawer	Cancer Free	1996
Woods	Hot Pursuit	2015
Wright	Later Works	1991
York	Tallant For Disaster	1978

Items:

- 1 Cinderella marionette Pelham Puppet in box
- small blue 2-shelf stand
- ABC book display on wheels
- 1 small brown swivel table
- 2 children's computer desks (1 red, 1 blue)
- 1 white double-sided bookcase
- 1 tall black metal shelving unit

CITY OF ISHPEMING
POOLED CASH REPORT (FUND 999)
AS OF: JUNE 30TH, 2019

8

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
CLAIM ON CASH					
101-000-009-000		CLAIM ON CASH	1,946,491.28 (	223,940.68)	1,722,550.60
202-000-009-000		CLAIM ON CASH	233,272.79 (	10,647.36)	222,625.43
203-000-009-000		CLAIM ON CASH	231,076.74 (	3,258.96)	227,817.78
206-000-009-000		CLAIM ON CASH	56,147.13	0.00	56,147.13
211-000-009-000		CLAIM ON CASH	225,058.88	0.00	225,058.88
220-000-009-000		CLAIM ON CASH	(2,673.91) (	440.00) (	3,113.91)
226-000-009-000		CLAIM ON CASH	227,624.06	35,945.15	263,569.21
247-000-009-000		CLAIM ON CASH	0.00 (	46,709.37) (	46,709.37)
248-000-009-000		CLAIM ON CASH	163,318.94 (	1,131.24)	162,187.70
268-000-009-000		CLAIM ON CASH	43,960.71 (	978.80)	42,981.91
271-000-009-000		CLAIM ON CASH	0.00	0.00	0.00
401-000-009-000		CLAIM ON CASH	698,509.56 (	17,629.05)	680,880.51
590-000-009-000		CLAIM ON CASH	1,163,218.75	35,890.95	1,199,109.70
591-000-009-000		CLAIM ON CASH	72,425.67	47,031.35	119,457.02
661-000-009-000		CLAIM ON CASH	529,934.46 (	70,963.27)	458,971.19
TOTAL CLAIM ON CASH			5,588,365.06 (	256,831.28)	5,331,533.78
			=====	=====	=====

List of Funds:

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

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	\$ 1,722,550.60	\$ 222,625.43	\$ 227,817.78	\$ 263,569.21	\$ 680,880.51	\$ 1,199,109.70	\$ 119,457.02
Revenues	1,855,402.64	307,960.09	131,526.08	307,495.84	499,237.60	663,428.54	966,017.72
Expenses	1,367,785.36	387,808.67	201,576.45	225,447.25	188,468.08	580,208.52	647,352.25
Net Income(Loss)	487,617.28	(79,848.58)	(70,050.37)	82,048.59	310,769.52	83,220.02	318,665.47
Fund Balance:							
Non-spendable	49,604.53	-	-	26,711.78	-	-	-
Restricted	-	222,625.43	227,817.78	-	680,880.51	-	-
Committed	33,960.00	-	-	-	-	-	-
Assigned	-	-	-	284,381.10	-	-	-
Unassigned	1,297,886.50	-	-	-	-	-	-
Inv in Capital Assets	-	-	-	-	-	8,925,587.00	6,137,865.00
Restricted for Debt	-	-	-	-	-	-	986,233.00
Unrestricted	-	-	-	-	-	424,812.08	(1,718,860.12)
Total Fund Balance	\$ 1,381,451.03	\$ 222,625.43	\$ 227,817.78	\$ 311,092.88	\$ 680,880.51	\$ 9,350,399.08	\$ 5,405,237.88

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 1st Quarter 2019 has been recorded.
2. - Depreciation expense has been recorded in the Sewer, Water, and Motor Pool Funds through May 2019.
3. State revenue sharing in the General Fund has been recorded through February 2019.
Paid by the state in 2-month increments with a 2-month lag.

City of Ishpeming

Resolution No. _____-2019

RESOLUTION TO AMEND THE 2019 BUDGET IN ACCORDANCE WITH P.A. 621 OF 1978

WHEREAS, budgets were adopted by the City Council to govern the receipts and expenditures of the various city funds; and

WHEREAS, as a result of unanticipated changes in revenues and/or needed expenditures, it is necessary to modify the aforesaid budget; and

WHEREAS, such modification will still maintain a balanced budget between revenues and expenditures as required by P.A. 621 of 1978.

NOW, THEREFORE, BE IT RESOLVED that the aforesaid budget be hereby modified as follows.

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

Ayes:

Nays:

Absent:

I, Cathy Smith, City Clerk, do hereby certify that the foregoing is a true and original copy of a resolution duly made and passed by the City Council of Ishpeming at a Regular Meeting held on July 10, 2019, at 7:00 pm, with a quorum present.

Cathy Smith

Date

City of Ishpeming
101-General Fund
Change in Fund Balance
December 31, 20XX

	2019				See Page #	Projected Budget
	2017	2018	Current Budget	Proposed Amendments		
Revenue & Transfers In	\$ 3,275,463	\$ 2,924,118	\$ 2,829,199	\$ (7,056)	3	\$ 2,822,143
Expense & Transfers out	(3,326,685)	(2,915,946)	(3,000,999)	(53,804)	7	(3,054,803)
Net Income/(Net Loss)	(51,222)	8,172	(171,800)	(60,860)		(232,660)
Beginning Fund Balance	936,884	885,662	893,834	-		893,834
Ending Fund Balance	\$ 885,662	\$ 893,834	\$ 722,034	\$ (60,860)		\$ 661,174
Fund Balance Detail:						
Non-spendable	\$ 96,099	\$ 96,099	\$ 96,099		(1)	\$ 96,099
Restricted	-	-	960		(2)	960
Committed	-	-	-		(3)	-
Assigned	33,000	33,000	59,458		(4)	59,458
Unassigned	756,563	764,735	565,517		(5)	504,657
Ending Fund Balance	\$ 885,662	\$ 893,834	\$ 722,034			\$ 661,174

- (1) -Inventory & Note Receivable from PCBM Management
(2) Restricted for Welcome Baskets
(3)
(4) -\$33,000 CD required to be maintained for DEQ monitoring and \$26,458 assigned for additional MERS contribution
(5) -Portion of Fund Balance available for utilization by the City

PACKET: 00142-06/30/2019 -101 REV BUDGET ADJ

BUDGET CODE: CB-Current Budget

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE
Budget Adj. # 000146							
101 000-402-000 REAL PROPERTY TAX DEPT: NON-DEPARTMENTAL	6/30/2019	ADJ TAX TO ACTUAL	14,997.00-	1,334,935.00-	0.00	1,319,938.00-	0.48
101 000-410-000 PERSONAL PROPERTY TAX DEPT: NON-DEPARTMENTAL	6/30/2019	ADJ TAX TO ACTUAL	525.00-	159,675.00-	0.00	159,150.00-	0.70
101 000-420-000 DELINQUENT PERSONAL TAXES DEPT: NON-DEPARTMENTAL	6/30/2019	ADJ TAX TO ACTUAL	243.00	0.00	0.00	243.00-	0.33
101 000-434-000 SPECIFIC ORE TAX DEPT: NON-DEPARTMENTAL	6/30/2019	ADJ TAX TO ACTUAL	1,337.00	12,689.00-	0.00	14,026.00-	0.45-
101 000-438-000 PRE DENIALS DEPT: NON-DEPARTMENTAL	6/30/2019	ADJ TAX TO ACTUAL	2,343.00	0.00	0.00	2,343.00-	0.38
101 000-440-000 LOCAL COMM. STABILIZATION TAX DEPT: NON-DEPARTMENTAL	6/30/2019	ADJ TAX TO ACTUAL	39,500.00-	39,500.00-	0.00	0.00	0.00
101 000-445-000 PENALTIES/INTEREST ON TAXES DEPT: NON-DEPARTMENTAL	6/30/2019	ADJ TAX TO ACTUAL	549.00	2,200.00-	0.00	2,749.00-	0.26
101 000-451-000 BUSINESS LICENSES/PERMITS DEPT: NON-DEPARTMENTAL	6/30/2019	ADJ TO ACTUAL	200.00	0.00	0.00	200.00-	0.00
101 000-460-000 PARKING PERMITS DEPT: NON-DEPARTMENTAL	6/30/2019	ADJ TO ACTUAL	348.00	1,200.00-	0.00	1,548.00-	0.00
101 000-539-000 STATE GRANTS DEPT: NON-DEPARTMENTAL	6/30/2019	ENERGY GRANT	25,000.00	0.00	0.00	25,000.00-	25,000.00-
101 000-545-000 ACT 302 POLICE TRAINING DEPT: NON-DEPARTMENTAL	6/30/2019	ADJ TO ACTUAL	728.00	900.00-	0.00	1,628.00-	0.04-
101 000-603-000 OUTDOOR LIQUOR APPLICATION FEE DEPT: NON-DEPARTMENTAL	6/30/2019	ADJ TO ACTUAL	75.00	0.00	0.00	75.00-	0.00
101 000-644-000 SALE OF SCRAP IRON DEPT: NON-DEPARTMENTAL	6/30/2019	ADJ TO ACTUAL	2,723.00	0.00	0.00	2,723.00-	0.05-

2

PACKET: 00142-06/30/2019 -101 REV BUDGET ADJ
BUDGET CODE: CB-Current Budget

FUND ACCOUNT Budget Adj. # 000146	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE
101 000-652-000 TRAIL EVENT FEES DEPT: NON-DEPARTMENTAL	6/30/2019	ADJ TO ACTUAL	5,392.00	0.00	0.00	5,392.00-	0.52
101 000-655-000 LAKE BANCROFT MEMORIAL BRICKS DEPT: NON-DEPARTMENTAL	6/30/2019	ADJ TO ACTUAL	100.00	0.00	0.00	100.00-	100.00
101 000-659-000 TOWNSHIP CONT-LIBRARY DEPT: NON-DEPARTMENTAL	6/30/2019	ADJ TO ACTUAL	402.00	7,200.00-	0.00	7,602.00-	0.09
101 000-661-001 POLICE SVCE FEES-FINGER PRINT DEPT: NON-DEPARTMENTAL	6/30/2019	ADJ TO ACTUAL	25.00	200.00-	0.00	225.00-	0.00
101 000-661-007 POLICE SVCE FEES-PARKING FINES DEPT: NON-DEPARTMENTAL	6/30/2019	ADJ TO ACTUAL	560.00	4,000.00-	0.00	4,560.00-	0.00
101 000-674-000 LIBRARY CONTRIBUTIONS DEPT: NON-DEPARTMENTAL	6/30/2019	ADJ TO ACTUAL	108.00	5,000.00-	0.00	5,108.00-	0.20
101 000-698-000 INSURANCE RECOVERIES DEPT: NON-DEPARTMENTAL	6/30/2019	STREET LIGHT	7,833.00	0.00	0.00	7,833.00-	0.00
TOTAL NO. ADJUSTMENTS--REVENUE:					20	7,056.00-	
TOTAL IN PACKET--						7,056.00-	

*** NO WARNINGS ***
*** NO ERRORS ***

*** END OF REPORT ***

PACKET: 00143-06/30/2019-101 EXP BUDGET ADJ

BUDGET CODE: CB-Current Budget

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE
Budget Adj. # 000147							
101 101-850-000 COMMUNICATIONS DEPT: CITY COUNCIL	6/30/2019		450.00-	900.00	0.00	450.00	450.00
101 101-860-000 TRANSPORTATION/MEALS DEPT: CITY COUNCIL	6/30/2019		450.00-	800.00	0.00	350.00	350.00
101 101-900-000 PRINTING & PUBLISHING DEPT: CITY COUNCIL	6/30/2019		900.00	1,000.00	0.00	1,900.00	41.34
101 210-956-000 MISCELLANEOUS DEPT: CITY ATTORNEY	6/30/2019		50.00-	100.00	0.00	50.00	50.00
101 210-957-000 TRAINING DEPT: CITY ATTORNEY	6/30/2019		50.00	0.00	0.00	50.00	0.00
101 247-860-000 TRANSPORTATION & MEALS DEPT: BOARD OF REVIEW	6/30/2019		50.00	0.00	0.00	50.00	19.00
101 247-900-000 PRINTING & PUBLISHING DEPT: BOARD OF REVIEW	6/30/2019		50.00-	500.00	0.00	450.00	163.68
101 265-702-000 SALARIES DEPT: CITY HALL & GROUNDS	6/30/2019		400.00-	4,000.00	0.00	3,600.00	1,321.66
101 265-702-001 SALARIES-SENIOR CENTER DEPT: CITY HALL & GROUNDS	6/30/2019		800.00	250.00	0.00	1,050.00	242.23
101 265-707-000 PART-TIME SALARIES DEPT: CITY HALL & GROUNDS	6/30/2019		400.00-	1,000.00	0.00	600.00	52.35
101 265-740-001 OPER. SUPPLIES-SENIOR CENTER DEPT: CITY HALL & GROUNDS	6/30/2019		350.00	300.00	0.00	650.00	34.72
101 265-930-000 REPAIRS & MAINTENANCE DEPT: CITY HALL & GROUNDS	6/30/2019		300.00	2,000.00	0.00	2,300.00	153.35
101 265-945-000 VEHICLE RENTALS DEPT: CITY HALL & GROUNDS	6/30/2019		1,300.00	200.00	0.00	1,500.00	380.29

4

PACKET: 00143-06/30/2019-101 EXP BUDGET ALL

BUDGET CODE: CB-Current Budget

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE
Budget Adj. # 000147							
101 299-715-001 MESC CONTRIBUTION DEPT: UNALLOCATED	6/30/2019		10,150.00	850.00	0.00	11,000.00	2,534.48
101 299-720-000 WORKERS COMP. DEPT: UNALLOCATED	6/30/2019		8,000.00-	103,000.00	0.00	95,000.00	74,104.40
101 299-921-000 UTILITIES - WATER/SEWER DEPT: UNALLOCATED	6/30/2019		441.00	100.00	0.00	541.00	317.74
101 301-801-000 PROFESSIONAL SERVICES DEPT: POLICE	6/30/2019		700.00	13,000.00	0.00	13,700.00	37.64
101 371-740-000 OPERATING SUPPLIES DEPT: RENTAL INSPECTION	6/30/2019		200.00-	500.00	0.00	300.00	300.00
101 371-801-000 PROFESSIONAL SERVICES DEPT: RENTAL INSPECTION	6/30/2019		200.00	0.00	0.00	200.00	50.00
101 443-702-000 SALARIES DEPT: ALLEYS & SIDEWALKS	6/30/2019		1,000.00-	15,000.00	0.00	14,000.00	3,771.23
101 443-709-000 OVERTIME DEPT: ALLEYS & SIDEWALKS	6/30/2019		1,000.00	8,500.00	0.00	9,500.00	152.91
101 443-945-000 VEHICLE RENTALS DEPT: ALLEYS & SIDEWALKS	6/30/2019		3,000.00	35,000.00	0.00	38,000.00	1,237.74
101 448-702-000 SALARIES DEPT: STREET LIGHTING	6/30/2019	ENERGY GRANT	6,500.00	0.00	0.00	6,500.00	3,542.48
101 448-725-000 FRINGE BENEFITS DEPT: STREET LIGHTING	6/30/2019	ENERGY GRANT	6,500.00	0.00	0.00	6,500.00	6,500.00
101 448-740-000 OPERATING SUPPLIES DEPT: STREET LIGHTING	6/30/2019	ENERGY GRANT	10,000.00	0.00	0.00	10,000.00	7,285.25
101 448-930-000 REPAIRS AND MAINTENANCE DEPT: STREET LIGHTING	6/30/2019	INSURANCE RECOVERY	7,833.00	0.00	0.00	7,833.00	0.00

5

PACKET: 00143-06/30/2019-101 NEW BUDGET ASJ

BUDGET CODE: CB-Current Budget

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE
Budget Adj. # 000147							
101 448-945-000	6/30/2019	ENERGY GRANT	2,000.00	50.00	0.00	2,050.00	1,834.70
VEHICLE & EQUIP RENTAL							
DEPT: STREET LIGHTING							
101 722-740-000	6/30/2019		300.00-	2,350.00	0.00	2,050.00	2,017.40
OPERATING SUPPLIES							
DEPT: ZONING							
101 722-860-000	6/30/2019		100.00-	100.00	0.00	0.00	0.00
TRANSPORTATION AND MEALS							
DEPT: ZONING							
101 722-900-000	6/30/2019		300.00	0.00	0.00	300.00	40.10
PRINTING & PUBLISHING							
DEPT: ZONING							
101 752-702-000	6/30/2019		50.00-	1,610.00	0.00	1,560.00	816.99
SALARIES							
DEPT: PARKS & REC ADMIN							
101 752-702-001	6/30/2019		50.00	0.00	0.00	50.00	9.86
SALARIES - HERITAGE TRAIL							
DEPT: PARKS & REC ADMIN							
101 758-702-000	6/30/2019		300.00-	9,000.00	0.00	8,700.00	3,230.83
SALARIES							
DEPT: AL QUAAL TUBE SLIDE							
101 758-707-000	6/30/2019		300.00-	9,000.00	0.00	8,700.00	3,184.11
PART-TIME SALARIES							
DEPT: AL QUAAL TUBE SLIDE							
101 758-709-000	6/30/2019		300.00-	4,500.00	0.00	4,200.00	1,960.27
OVERTIME							
DEPT: AL QUAAL TUBE SLIDE							
101 758-945-000	6/30/2019		900.00	600.00	0.00	1,500.00	160.70
VEHICLE RENTALS							
DEPT: AL QUAAL TUBE SLIDE							
101 790-702-000	6/30/2019		3,000.00	126,363.00	0.00	129,363.00	65,812.75
SALARIES							
DEPT: LIBRARY							
101 790-707-000	6/30/2019		2,700.00	10,787.00	0.00	13,487.00	8,373.46
PART-TIME SALARIES							
DEPT: LIBRARY							
101 790-727-001	6/30/2019	DONATIONS	6,405.00	1,000.00	0.00	7,405.00	4,144.44
OFFICE SUPPLIES-SPEC PROG							
DEPT: LIBRARY							

6

7-05-2019 12:44 PM
PACKET: 00143-06/30/2019-101 EXP BUDGET ADJ
BUDGET CODE: CB-Current Budget

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE
Budget Adj. # 000147 -----							
101 790-930-000	6/30/2019	REPAIRS & MAINTENANCE	125.00	3,390.00	0.00	3,515.00	638.47
DEPT: LIBRARY							
101 790-945-000	6/30/2019	VEHICLE RENTALS	600.00	0.00	0.00	600.00	9.27
DEPT: LIBRARY							
TOTAL NO. ADJUSTMENTS--EXPENSE:				41		53,804.00	
TOTAL IN PACKET--						53,804.00	

*** NO WARNINGS ***

*** NO ERRORS ***

*** END OF REPORT ***

7

City of Ishpeming
202-Major Street Fund
 Change in Fund Balance
 December 31, 20XX

2019

	2017	2018	2019		See	Projected
			Current	Proposed	Page #	Budget
			Budget	Amendments		
Revenue & Transfers In	\$ 676,544	\$ 760,323	\$ 624,170	\$ 62,686	9	\$ 686,856
Expense & Transfers out	(558,818)	(575,575)	(458,800)	(89,100)	10	(547,900)
Net Income/(Net Loss)	117,726	184,748	165,370	(26,414)		138,956
Beginning Fund Balance	-	117,726	302,474	-		302,474
Ending Fund Balance	\$ 117,726	\$ 302,474	\$ 467,844	\$ (26,414)		\$ 441,430
Fund Balance Detail:						
Non-spendable	\$ -	\$ -	\$ -			\$ -
Restricted	117,726	302,474	467,844			441,430
Committed	-	-	-			-
Assigned	-	-	-			-
Unassigned	-	-	-			-
Ending Fund Balance	\$ 117,726	\$ 302,474	\$ 467,844			\$ 441,430

- (1)
 (2) -Restricted for Major Street
 (3)
 (4)
 (5)

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE
Budget Adj. # 000148 -----							
202 000-680-000	7/04/2019	MISCELLANEOUS INCOME	100.00	0.00	0.00	100.00-	1.50-
DEPT: NON-DEPARTMENTAL							
202 000-689-000	7/04/2019	MI GRANT - SNOW FUND	57,586.00	70,000.00-	0.00	127,586.00-	0.18-
DEPT: NON-DEPARTMENTAL							
202 000-690-000	7/04/2019	ROUTINE MAINT. - (MI M-28)	5,000.00	33,000.00-	0.00	38,000.00-	3,004.85-
DEPT: NON-DEPARTMENTAL							
TOTAL NO. ADJUSTMENTS--REVENUE:				3		62,686.00	
TOTAL IN PACKET--						62,686.00	

*** NO WARNINGS ***

*** NO ERRORS ***

*** END OF REPORT ***

9

PACKET: 00145-06/30/2019-202 EXP BUDGET AMT

BUDGET CODE: CB-Current Budget

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE
Budget Adj. # 000149 -----							
202 463-702-000	6/30/2019		8,500.00	6,500.00	0.00	15,000.00	1,250.62
SALARIES							
DEPT: ROUTINE MAINTENANCE							
202 463-725-000	6/30/2019		8,500.00	6,500.00	0.00	15,000.00	14,465.41
FRINGE BENEFITS							
DEPT: ROUTINE MAINTENANCE							
202 478-702-000	6/30/2019		7,000.00	33,000.00	0.00	40,000.00	4,983.47
SALARIES							
DEPT: WINTER MAINTENANCE							
202 478-709-000	6/30/2019		8,000.00	30,000.00	0.00	38,000.00	3,474.18
OVERTIME							
DEPT: WINTER MAINTENANCE							
202 478-725-000	6/30/2019		16,000.00	62,000.00	0.00	78,000.00	15,378.62
FRINGE BENEFITS							
DEPT: WINTER MAINTENANCE							
202 478-940-000	6/30/2019		35,000.00	135,000.00	0.00	170,000.00	10,537.18
RENTALS							
DEPT: WINTER MAINTENANCE							
202 488-940-132	6/30/2019		900.00	300.00	0.00	1,200.00	259.44
RENTALS							
DEPT: M28-SWEEP/FLUSH GUTTERS							
202 497-740-141	6/30/2019		700.00	2,500.00	0.00	3,200.00	18.98
OPERATING SUPPLIES							
DEPT: M28-WINTER MAINTENANCE							
202 497-940-141	6/30/2019		2,500.00	7,000.00	0.00	9,500.00	986.72
RENTALS							
DEPT: M28-WINTER MAINTENANCE							
202 497-940-149	6/30/2019		2,000.00	6,000.00	0.00	8,000.00	1,467.18
RENTALS - SNOW HAULING							
DEPT: M28-WINTER MAINTENANCE							
TOTAL NO. ADJUSTMENTS--EXPENSE:						10	89,100.00
TOTAL IN PACKET---							89,100.00

*** NO WARNINGS ***

*** NO ERRORS ***

*** END OF REPORT ***

City of Ishpeming
203-Local Street Fund
 Change in Fund Balance
 December 31, 20XX

	2019				See Page #	Projected Budget
	2017	2018	Current Budget	Proposed Amendments		
Revenue & Transfers In	\$ 288,234	\$ 419,289	\$ 288,270	\$ 19,285	12	\$ 307,555
Expense & Transfers out	(281,391)	(303,576)	(311,800)	-	13	(311,800)
Net Income/(Net Loss)	6,843	115,713	(23,530)	19,285		(4,245)
Beginning Fund Balance	175,313	182,156	297,869	-		297,869
Ending Fund Balance	\$ 182,156	\$ 297,869	\$ 274,339	\$ 19,285		\$ 293,624
Fund Balance Detail:						
Non-spendable	\$ -	\$ -	\$ -		(1)	\$ -
Restricted	182,156	297,869	274,339		(2)	293,624
Committed	-	-	-		(3)	-
Assigned	-	-	-		(4)	-
Unassigned	-	-	-		(5)	-
Ending Fund Balance	\$ 182,156	\$ 297,869	\$ 274,339			\$ 293,624

- (1)
 (2) -Restricted for Local Street
 (3)
 (4)
 (5)

7-05-2019 1:11 PM
PACKET: 00146-06/30/2019-203 REV BUDGET ADJ
BUDGET CODE: CB-Current Budget

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE
Budget Adj. # 000150 -----							
203 000-665-000	6/30/2019	INTEREST EARNED	300.00	0.00	0.00	300.00-	227.67-
DEPT: NON-DEPARTMENTAL							
203 000-689-000	6/30/2019	MI GRANT - SNOW FUNDS	18,985.00	50,000.00-	0.00	68,985.00-	0.19-
DEPT: NON-DEPARTMENTAL							
TOTAL NO. ADJUSTMENTS--REVENUE:				2		19,285.00	
TOTAL IN PACKET--						19,285.00	

*** NO WARNINGS ***

*** NO ERRORS ***

*** END OF REPORT ***

12

BUDGET ADJUSTMENT REGISTER

7-05-2019 1:13 PM
PACKET: 00147-06/30/2019-203 EXP BUDGET ADJ
BUDGET CODE: CB-Current Budget

FUND ACCOUNT Budget Adj. # 000151	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE
203 478-702-000 SALARIES DEPT: WINTER MAINTENANCE	7/04/2019		3,500.00	30,000.00	0.00	26,500.00	5,727.16
203 478-709-000 OVERTIME DEPT: WINTER MAINTENANCE	7/04/2019		3,500.00	20,000.00	0.00	23,500.00	28.96
TOTAL IN PACKET--							0.00

*** NO WARNINGS ***

*** NO ERRORS ***

*** END OF REPORT ***

City of Ishpeming
206 - Fire Fund
 Change in Fund Balance
 December 31, 20XX

	2019				See Page #	Projected Budget
	2017	2018	Current Budget	Proposed Amendments		
Revenue & Transfers In	\$ 849,045	\$ 106,783	\$ 108,705	\$ (1,766)	15	\$ 106,939
Expense & Transfers out	(840,201)	(94,522)	(83,150)	-	N/A	(83,150)
Net Income/(Net Loss)	8,844	12,261	25,555	(1,766)		23,789
Beginning Fund Balance	-	8,844	21,105	-		21,105
Ending Fund Balance	\$ 8,844	\$ 21,105	\$ 46,660	\$ (1,766)		\$ 44,894
Fund Balance Detail:						
Non-spendable	\$ -	\$ -	\$ -			\$ -
Restricted	8,844	21,105	46,660			44,894
Committed	-	-	-			-
Assigned	-	-	-			-
Unassigned	-	-	-			-
Ending Fund Balance	\$ 8,844	\$ 21,105	\$ 46,660			\$ 44,894

- (1)
 (2) -Restricted for Fire Truck Bond Activity
 (3)
 (4)
 (5)

7-05-2019 1:19 PM

PACKET: 00148-06/30/2019-206 REV BUDGET ADJ

BUDGET CODE: CB-Current Budget

BUDGET ADJUSTMENT REGISTER

PAGE: 1

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE
Budget Adj. # 000152							
206 000-402-000	6/30/2019	REAL PROPERTY TAXES	1,227.00-	96,480.00-	0.00	95,253.00-	0.57
206 000-410-000	6/30/2019	PERSONAL PROPERTY TAXES	631.00-	11,285.00-	0.00	10,654.00-	0.36
206 000-412-000	6/30/2019	DELINQUENT PERSONAL PROPERTY	1.00	0.00	0.00	1.00-	0.01-
206 000-420-000	6/30/2019	DELINQUENT PERSONAL TAXES	2.00	0.00	0.00	2.00-	0.22
206 000-434-000	6/30/2019	SPECIFIC ORE TAX	89.00	850.00-	0.00	939.00-	0.08-
TOTAL NO. ADJUSTMENTS--REVENUE:					5	1,766.00-	
TOTAL IN PACKET--						1,766.00-	

*** NO WARNINGS ***

*** NO ERRORS ***

*** END OF REPORT ***

15

City of Ishpeming
401-Public Improvement Fund
 Change in Fund Balance
 December 31, 20XX

	2019				See Page #	Projected Budget
	2017	2018	Current Budget	Proposed Amendments		
Revenue & Transfers In	\$ 724,355	\$ 519,062	\$ 518,914	\$ (19,040)	17	\$ 499,874
Expense & Transfers out	(698,168)	(381,287)	(431,280)	(130,961)	18	(562,241)
Net Income/(Net Loss)	26,187	137,775	87,634	(150,001)		(62,367)
Beginning Fund Balance	206,149	232,336	370,111	-		370,111
Ending Fund Balance	\$ 232,336	\$ 370,111	\$ 457,745	\$ (150,001)		\$ 307,744
Fund Balance Detail:						
Non-spendable	\$ -	\$ -	\$ -			\$ - (1)
Restricted	232,336	370,111	457,745			307,744 (2)
Committed	-	-	-			- (3)
Assigned	-	-	-			- (4)
Unassigned	-	-	-			- (5)
Ending Fund Balance	\$ 232,336	\$ 370,111	\$ 457,745			\$ 307,744

- (1)
 (2) -Restricted for public improvement
 (3)
 (4)
 (5)

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE
Budget Adj. # 000159 -----							
401 000-402-000	6/30/2019	REAL PROPERTY TAXES	4,999.00-	444,960.00-	0.00	439,961.00-	0.29
DEPT: NON-DEPARTMENTAL							
401 000-410-000	6/30/2019	PERSONAL PROPERTY TAXES	175.00-	53,224.00-	0.00	53,049.00-	0.16
DEPT: NON-DEPARTMENTAL							
401 000-420-000	6/30/2019	DELINQUENT PERSONAL TAXES	20.00	0.00	0.00	20.00-	0.46
DEPT: NON-DEPARTMENTAL							
401 000-434-000	6/30/2019	SPECIFIC ORE TAX	445.00	4,230.00-	0.00	4,675.00-	0.08
DEPT: NON-DEPARTMENTAL							
401 000-440-000	6/30/2019	LOCAL COMM. STABILIZATION TAX	15,700.00-	15,700.00-	0.00	0.00	0.00
DEPT: NON-DEPARTMENTAL							
401 000-545-000	6/30/2019	FEDERAL GRANT	369.00	0.00	0.00	369.00-	0.00
DEPT: NON-DEPARTMENTAL							
401 000-675-000	6/30/2019	CONTRIB. FROM PRIVATE SOURCE	1,000.00	0.00	0.00	1,000.00-	0.00
DEPT: NON-DEPARTMENTAL							
TOTAL NO. ADJUSTMENTS--REVENUE:						7	19,040.00-
TOTAL IN PACKET--							19,040.00-

*** NO WARNINGS ***

*** NO ERRORS ***

*** END OF REPORT ***

17

PACKET: 00156-06/30/2019-401 EXP BUDGET ADJ

BUDGET CODE: CB-Current Budget

FUND ACCOUNT Budget Adj. # 000160	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE
401 172-980-001 COMPUTER UPGRADE DEPT: CITY MANAGER	6/30/2019	CITY HALL COPIER	3,847.00	0.00	0.00	3,847.00	3,847.00
401 253-980-000 EQUIPMENT DEPT: CITY TREASURER	6/30/2019	BS&A SOFTWARE/INSTA	90,000.00	0.00	0.00	90,000.00	67,967.50
401 265-976-001 BLDG. IMPROVEMENTS-CITY HALL DEPT: CITY HALL & GROUNDS	6/30/2019	WINDOWS/TEMP CONTRO	40,500.00	5,000.00	0.00	45,500.00	28,054.44
401 265-980-000 EQUIPMENT DEPT: CITY HALL & GROUNDS	6/30/2019	CITY HALL PHONE SYS	9,612.00	0.00	0.00	9,612.00	0.64
401 276-972-000 WATER LINES DEPT: CEMETERY	6/30/2019	4" PIPE FOR WATERMA	2,000.00	0.00	0.00	2,000.00	2,000.00
401 276-975-000 BUILDING IMPROVEMENTS DEPT: CEMETERY	6/30/2019		1,000.00-	1,000.00	0.00	0.00	0.00
401 276-980-005 COMPUTER UPGRADE DEPT: CEMETERY	6/30/2019		210.00-	1,200.00	0.00	990.00	0.26
401 301-981-001 SPORT UTILITY VEHICLE DEPT: POLICE	6/30/2019		15,000.00-	45,000.00	0.00	30,000.00	14,240.85
401 336-975-000 BUILDING IMPROVEMENTS DEPT: FIRE	6/30/2019	GENERATOR	1,100.00	10,000.00	0.00	11,100.00	11,100.00
401 790-980-000 COMPUTER DEPT: LIBRARY	6/30/2019		75.00	1,200.00	0.00	1,275.00	2.32
401 790-980-007 COMPUTER WORKSTATION DEPT: LIBRARY	6/30/2019		37.00	600.00	0.00	637.00	0.66
TOTAL NO. ADJUSTMENTS--EXPENSE:					11	130,961.00	
TOTAL IN PACKET--						130,961.00	

19

BUDGET
BALANCE

NEW
BUDGET

PREVIOUS
ADJUSTMENTS

ORIGINAL
BUDGET

ADJUSTMENT

DESCRIPTION

DATE

FUND ACCOUNT
Budget Adj. # 000161

*** NO WARNINGS ***

*** NO ERRORS ***

*** END OF REPORT ***

9

City of Ishpeming
590-Sewer Fund
Change in Fund Balance
December 31, 20XX

	2019				See Page #	Projected Budget
	2017	2018	Current Budget	Proposed Amendments		
Revenue & Transfers In						
Vector Truck Note Proceeds	\$ 1,886,858	\$ 1,863,294	\$ 1,903,600	\$ -		\$ 1,903,600
Total Revenue	<u>1,886,858</u>	<u>1,863,294</u>	<u>1,903,600</u>	<u>-</u>		<u>1,903,600</u>
Expense & Transfers out						
Capital Outlay:						
Vector Truck Capitalized	-	-	-	-		-
Vector Truck Payment	(59,341)	(61,062)	(62,832)	-		(62,832)
Saw Grant Costs - Capitalized	(464,602)	(788,102)	(431,000)	-		(431,000)
USDA Project Sewer - Capitalized	-	-	(500,000)	-		(500,000)
Investment in IAWWTA	83,915	105,696	-	-		-
Depreciation Reserve	398,924	390,068	410,000	-		410,000
Total Expense	<u>(1,597,829)</u>	<u>(1,593,960)</u>	<u>(1,435,338)</u>	<u>(64,175)</u>	21	<u>(1,499,513)</u>
Net Income/(Net Loss)	289,029	(84,066)	(115,570)	(64,175)		(179,745)
Beg. Unrestricted Net Position	136,629	425,658	341,592	-		341,592
Ending Unrestricted Net Position	<u>\$ 425,658</u>	<u>\$ 341,592</u>	<u>\$ 226,022</u>	<u>\$ (64,175)</u>		<u>\$ 161,847</u>
Net Position Detail:						
Net invested in capital assets	\$ 8,572,187	\$ 8,925,587	(1)			
Unrestricted	425,658	341,592	(2)			
Ending Net Position	<u>\$ 8,997,845</u>	<u>\$ 9,267,179</u>				

(1) -Non-spendable

(2) -Net position available for use

20

7-05-2013 2:29 PM
PACKET: 00157-06/30/2019-590 EXP BUDGET ADJ
BUDGET CODE: CB-Current Budget

FUND ACCOUNT Budget Adj. #	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE
590 543-956-000 MISCELLANEOUS DEPT: CUSTOMER ACCOUNTS	6/30/2019		175.00	1,500.00	0.00	1,675.00	4.75
590 546-709-000 OVERTIME DEPT: SEWER LINE MAINTENANCE	6/30/2019		12,000.00	8,000.00	0.00	20,000.00	5,364.02
590 546-725-000 FRINGE BENEFITS DEPT: SEWER LINE MAINTENANCE	6/30/2019		20,000.00	50,000.00	0.00	70,000.00	46,821.84
590 546-740-000 OPERATING SUPPLIES DEPT: SEWER LINE MAINTENANCE	6/30/2019		32,000.00	8,000.00	0.00	40,000.00	8,774.79
590 546-930-000 REPAIR & MAINTENANCE DEPT: SEWER LINE MAINTENANCE	6/30/2019		250.00-	8,000.00	0.00	7,750.00	6,401.42
590 546-957-000 TRAINING DEPT: SEWER LINE MAINTENANCE	6/30/2019		250.00	0.00	0.00	250.00	10.00
TOTAL NO. ADJUSTMENTS--EXPENSE:					6	64,175.00	
TOTAL IN PACKET--						64,175.00	

*** NO WARNINGS ***

*** NO ERRORS ***

*** END OF REPORT ***

21

City of Ishpeming
661-Motor Pool Equipment Fund
 Change in Fund Balance
 December 31, 20XX

	2019				See Page #	Projected Budget
	2017	2018	Current Budget	Proposed Amendments		
Revenue & Transfers In	\$ 30,000	\$ 724,781	\$ 569,415	\$ 38,000	23	\$ 607,415
Snowplow Loan Proceeds	-	-	150,617	-		150,617
Total Revenue	30,000	724,781	720,032	38,000		758,032
Expense & Transfers out	-	(620,613)	(645,075)	(10,500)	24	(655,575)
Capital Outlay:						
Snowplow - Capitalized	-	-	(195,617)	-		(195,617)
Snowplow - Payment	-	-	(35,000)	-		(35,000)
Pickup Truck - Capitalized	-	-	(80,000)	-		(80,000)
Depreciation Reserve	-	100,297	106,500	-		106,500
Restricted for Debt Service	-	-	-	-		-
Total Expense	-	(520,316)	(849,192)	(10,500)		(859,692)
Net Income/(Net Loss)	30,000	204,465	(129,160)	27,500		(101,660)
Beg. Unrestricted Net Position	-	30,000	234,465	-		234,465
Ending Unrestricted Net Position	\$ 30,000	\$ 234,465	\$ 105,305	\$ 27,500		\$ 132,805

Net Position Detail:	
Net invested in capital assets	\$ - \$ 451,096 (1)
Restricted for Debt Service	-
Unrestricted	30,000 234,465 (2)
Ending Net Position	\$ 30,000 \$ 685,561

(1) -Non-spendable
 (2) -Net position available for use

22

7-05-2019 2:42 PM
PACKET: 00159-06/30/2019-661 REV BUDGET AMT
BUDGET CODE: CB-Current Budget

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE
Budget Adj. # 000163							
661 000-667-202	6/30/2019		38,000.00	162,000.00-	0.00	200,000.00-	11,540.51-
EQUIP RENTAL - MAJOR STREET							
TOTAL NO. ADJUSTMENTS--REVENUE:					1	38,000.00	
TOTAL IN PACKET--						38,000.00	

*** NO WARNINGS ***

*** NO ERRORS ***

*** END OF REPORT ***

23

FUND ACCOUNT Budget Adj. # 000164	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE
661 523-702-441 SALARIES - ADMIN DEPT: VEHICLE & EQUIPMENT MAINT	6/30/2019		9,500.00	0.00	0.00	9,500.00	5,041.68
661 523-709-523 OVERTIME - EQUIP MAINT DEPT: VEHICLE & EQUIPMENT MAINT	6/30/2019		1,000.00	2,000.00	0.00	3,000.00	493.29
TOTAL NO. ADJUSTMENTS--EXPENSE:				2		10,500.00	
TOTAL IN PACKET--						10,500.00	

*** NO WARNINGS ***

*** NO ERRORS ***

*** END OF REPORT ***

24

Memorandum

To: City Council
CC:
From: Jim Lampman, Interim City Manager
Date: 7/5/2019
Re: City Manager Search

Hello,

To recap, Council has now interviewed the following five candidates for the city manager position:

1. Sean Hobbins (Marquette) – Interviewed on 5/29/2019 – Withdrew his name from consideration
2. Jon Kangas (Marquette) – Interviewed on 5/29/2019 – Offered the position and declined the offer
3. Kelli Truver (Arizona) – Interviewed on 5/29/2019 – Interested in a second interview but stated she has a job offer on the table and may not be available in the future
4. Fred Ventresco (Massachusetts) – Interviewed on 7/2/2019
5. Jack Ardaugh (Illinois)– Interviewed on 7/2/2019

Of the three remaining applicants (see 3, 4, and 5 above), please rank who your first, second, and third choice applicant for a second interview would be:

1. _____
2. _____
3. _____

Of the three remaining applicants (see 3, 4, and 5 above), please list any of the applicants you *do not want* brought back for a second interview:

1. _____
2. _____
3. _____

Please be prepared to discuss this at the matter at the July 10, 2019 council meeting. Thank you.

11(a)

Change Order No. 12

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 I

The Contract is modified as follows upon execution of this Change Order: Description: Balance quantity for work installed for Contract I Base, Alternate A, and Alternate B to reflect work installed. Add pay item to repair sanitary sewer main on Washington Street caused directly by the RD Water Project and the close working proximity to existing clay sewer. Add pay item for Rock Excavation, F2 machine installed curb and gutter, 8" Cap, and 12" x 8" Reducer to reflect work completed. F2 curd needed to be removed and replaced to allow for a safe excavation trench. No additional Engineering as part of this change order.

Attachments: *Change Order Summary*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>3,066,628.00</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>11</u> : \$ <u>1,264,989.13</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>11</u> : Substantial Completion: <u>294</u> Ready for Final Payment: <u>264</u>
Contract Price prior to this Change Order: \$ <u>4,27,467.13</u>	Contract Times prior to this Change Order: Substantial Completion: <u>July 22, 2019</u> Ready for Final Payment: <u>August 5, 2019</u> days or dates
[Increase] [Decrease] of this Change Order: \$ <u>(1,590.94)</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____
Contract Price incorporating this Change Order: \$ <u>4,330,026.19</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>July 22, 2019</u> Ready for Final Payment: <u>August 5, 2019</u> days or dates

RECOMMENDED:		ACCEPTED:	
By: <u>[Signature]</u>	By: _____	By: <u>[Signature]</u>	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)	
Title: <u>Project Manager</u>	Title: _____	Title: <u>Project Manager</u>	
Date: <u>07/03/19</u>	Date: _____	Date: <u>7/03/19</u>	

Approved by Funding Agency (if applicable)

By: _____ Date: _____

Title: _____

11(6)

Change Order No. 12

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: Balance quantity for work installed for Contract II Base, Alternate C, Alternate F, and Alternate G to reflect work installed. Add pay item to install additional catch basins to fix drainage issues caused after watermain installation. Add pay item for flag control along BM28 to allow the contractor to work before detour setup. Add pay items for bulkheads, storm sewer main, storm sewer connections, 6" watermain fittings, and 8" cap to reflect work installed. Add pay item for peat excavation below watermain to provide a better base material and 8" x 6" wye for a sanitary lateral repair caused by watermain installation. Adding 15 days for additional work, traffic, and weather delays. No additional Engineering as part of this change order.

Attachments: Change Order Summary

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
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>
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>11</u> : \$ <u>1,765,661.61</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>11</u> : Substantial Completion: <u>294</u> Ready for Final Payment: <u>264</u>
Contract Price prior to this Change Order: \$ <u>6,022,477.67</u>	Contract Times prior to this Change Order: Substantial Completion: <u>July 22, 2019</u> Ready for Final Payment: <u>August 5, 2019</u> days or dates
[Increase] [Decrease] of this Change Order: \$ <u>(267.57)</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>15</u> Ready for Final Payment: <u>15</u> days or dates
Contract Price incorporating this Change Order: \$ <u>6,022,210.11</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>August 6, 2019</u> Ready for Final Payment: <u>August 20, 2019</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>[Signature]</u>	By: _____	By: <u>[Signature]</u>
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Project Manager</u>	Title: _____	Title: <u>Project Manager</u>
Date: <u>07/03/19</u>	Date: _____	Date: <u>7/3/19</u>

Approved by Funding Agency (if applicable)

By: _____ Date: _____
 Title: _____



ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 16

To (Owner):	City of Ishpeming	Application Period:	5/20/19 - 6/23/19	Application Date:	7/3/2019
Project:	RD Water System Improvements	From (Contractor):	A. Lindberg & Sons, Inc.	Via (Engineer):	GEI Consultants of Michigan, P.C.
Owner's Contract No.:	22263,17	Contract:	II	Engineer's Project No.:	1508090

Application For Payment Change Order Summary

Approved Change Orders	Number	Additions	Deductions	1. ORIGINAL CONTRACT PRICE	\$ 4,256,816.06
Change Order #1 - #7		\$1,763,586.61		2. Net change by Change Orders	\$ 1,765,394.04
CO #8		-\$23,991.00		3. Current Contract Price (Line 1 ± 2)	\$ 6,022,110.10
CO #9		\$27,600.00		4. TOTAL COMPLETED AND STORED TO DATE	
CO #10		-\$1,122.50		(Column F on Progress Estimate)	\$ 5,312,980.04
CO #11		-\$411.50		5. RETAINAGE:	
CO #12		-\$267.57		a. 2.5% X \$ 5,056,365.02 Work Completed	\$ 126,409.13
				b. 2.5% X \$ 258,485.02 Stored Material	\$ 6,462.13
				c. Total Retainage (Line 5a + Line 5b)	\$ 132,871.25
TOTALS		\$1,765,394.04		6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$ 5,180,108.79
NET CHANGE BY				7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$ 4,818,003.54
CHANGE ORDERS				8. AMOUNT DUE THIS APPLICATION	\$ 362,105.25
				9. BALANCE TO FINISH, PLUS RETAINAGE	
				(Column G on Progress Estimate + Line 5 above)	\$ 842,101.31

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: 7/3/2019
-----	----------------

Payment of: \$ 362,105.25	(Line 8 or other - attach explanation of the other amount)
is recommended by:	(Engineer) 07/03/19 (Date)
Payment of: \$ 362,105.25	(Line 8 or other - attach explanation of the other amount)
is approved by: _____	(Owner) _____ (Date)
Approved by: _____	Funding Agency (if applicable) _____ (Date)



Contractor's Application for Payment No. 17

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

To (Owner):	City of Ishpeming	From (Contractor):	A. Lindberg & Sons, Inc.	Application Period:	5/20/19 - 6/23/19	Application Date:	07/03/19
Project:	RD Water System Improvements	Contract:	1	Via (Engineer):	GEI Consultants of Michigan, P.C.		
Owner's Contract No.:		Contractor's Project No.:	22263,17	Engineer's Project No.:	1508090		

Application For Payment Change Order Summary

Approved Change Orders	Number	Additions	Deductions	1. ORIGINAL CONTRACT PRICE	\$ 3,066,628.00
Change Order #1 - #8		\$1,275,326.73		2. Net change by Change Orders	\$ 1,263,398.19
CO # 9		\$22,687.00		3. Current Contract Price (Line 1 ± 2)	\$ 4,330,026.19
CO # 10		-\$19,170.60		4. TOTAL COMPLETED AND STORED TO DATE	
CO # 11		-\$13,854.00		(Column F on Progress Estimate)	\$ 4,066,361.73
CO # 12		-\$1,590.94		5. RETAINAGE:	
				a. 2.5% X \$ 4,017,249.19 Work Completed	\$ 100,431.23
				b. 2.5% X \$ 49,112.54 Stored Material	\$ 1,227.81
				c. Total Retainage (Line 5a + Line 5b)	\$ 101,659.04
				6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$ 3,964,702.68
				7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$ 3,761,546.88
				8. AMOUNT DUE THIS APPLICATION	\$ 203,155.80
				9. BALANCE TO FINISH, PLUS RETAINAGE	
				(Column G on Progress Estimate + Line 5 above)	\$ 365,323.50
TOTAL \$		\$1,263,398.19			
NET CHANGE BY					
CHANGE ORDERS					

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: 7/3/2019
-----	----------------

Payment of: \$	\$203,155.80	(Line 8 or other - attach explanation of the other amount)
is recommended by:	(Engineer)	07/03/19 (Date)
Payment of: \$	\$203,155.80	(Line 8 or other - attach explanation of the other amount)
is approved by:	(Owner)	(Date)
Approved by:	Funding Agency (if applicable)	(Date)

11(d)

Change Order No. 7

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

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

Description: Balance quantity to reflect work installed. Add pay item to repair sanitary sewer lateral on Washington Street. Home owner complained of a backed up sewer after watermain installed. Contractor repaired sewer with RD project but found out the sanitary lateral was never connected to the new sewer main during the last City sewer project. Contractor spent 3 days in terrible digging conditions to connect sanitary lateral to pvc sanitary sewer main. No additional engineering as part of this change order.

Attachments: Change Order Summary

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>565,602.50</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>221,756.40</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>6</u> : Substantial Completion: <u>30</u> Ready for Final Payment: <u>16</u>
Contract Price prior to this Change Order: \$ <u>787,358.90</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>(70,373.22)</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ <u>716,985.68</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>[Signature]</u>
Engineer (if required) Project Manager	Owner (Authorized	Contractor (Authorized Signature)
Title: _____	Title: _____	Title: <u>Project Manager</u>
Date: <u>07/03/19</u>	Date: _____	Date: <u>7/3/19</u>

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

Contractor's Application for Payment No. 15

Application Period: 3/18/2019 - 6/23/2019		Application Date: 7/3/2019
To (Owner): City of Ishpeming	From (Contractor): A. Lindberg & Sons, Inc.	Via (Engineer): GEI Consultants of Michigan, P.C.
Project: RD Water System Improvements	Contract: III	
Owner's Contract No.: 22263.17	Contractor's Project No.: 22263.17	Engineer's Project No.: 1508090

**Application For Payment
Change Order Summary**

Approved Change Orders			1. ORIGINAL CONTRACT PRICE	
Number	Additions	Deductions	1. Net change by Change Orders	\$ 5565,602.50
#001 - #005	\$224,647.65		3. Current Contract Price (Line 1 ± 2)	\$ 5151,383.18
CO #6	-\$2,891.25		4. TOTAL COMPLETED AND STORED TO DATE	\$ 5716,985.68
CO #7	-\$70,373.22		(Column F on Progress Estimate)	\$ 5 704,653.47
			5. RETAINAGE:	
			a. 2.5% X \$ 704,653.47 Work Completed	\$ 17,616.34
			b. 2.5% X \$ - Stored Material	\$ -
			c. Total Retainage (Line 5a + Line 5b)	\$ 17,616.34
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$ 5 687,037.14
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$ 5 670,196.40
			8. AMOUNT DUE THIS APPLICATION	\$ 5 16,840.74
			9. BALANCE TO FINISH, PLUS RETAINAGE	\$ 29,948.54
			(Column G on Progress Estimate + Line 5 above)	\$ 29,948.54
TOTALS	\$151,383.18			
NET CHANGE BY		\$151,383.18		
CHANGE ORDERS				

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: *Day Leean* Date: 7/3/2019

Payment of: \$	\$16,840.74	(Line 8 or other - attach explanation of the other amount)
is recommended by:	<i>MMH</i> (Engineer)	07/03/19 (Date)
Payment of: \$	\$16,840.74	(Line 8 or other - attach explanation of the other amount)
is approved by:	(Owner)	(Date)
Approved by:	Funding Agency (if applicable)	(Date)

11(e)

Change Order No. 1

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.: 1700242
Project: Lake Bancroft Park Pavilion Project	Contract Name:

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

Description: Add Pay Item for removal of existing foundation and poor soils, and replacement with engineered fill.

Attachments: *GE Builders Quote*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ 545,036.31	Original Contract Times: Substantial Completion: <u>October 1, 2019</u> Ready for Final Payment: <u>November 14, 2019</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>0</u> : \$ 0	[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>0</u> : Substantial Completion: _____ Ready for Final Payment: _____ Days
Contract Price prior to this Change Order: \$ 545,036.31	Contract Times prior to this Change Order: Substantial Completion: <u>October 1, 2019</u> Ready for Final Payment: <u>October 1, 2019</u> days or dates
[Increase] [Decrease] of this Change Order: \$ 4,248.84	[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: \$ 549,285.15	Contract Times with all approved Change Orders: Substantial Completion: <u>October 1, 2019</u> Ready for Final Payment: <u>November 14, 2019</u> days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: <u><i>MAH</i></u>	By: _____	By: <u><i>Brian Frustaglio</i></u>			
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)			
Title: <u>Senior Project Manager</u>	Title: _____	Title: <u>Owner</u>			
Date: <u>07/02/19</u>	Date: _____	Date: <u>07/02/2019</u>			

Approved by Funding Agency (if applicable)



G.E. BUILDERS, INC

808 BALDWIN AVE - NEGAUNEE, MI 49866
(906) 360-4809

EXTRA WORK

Submitted to City of Ishpeming : GEI	Phone	Date June 14, 2019
Street 100 E. Division St	Job Name Lake Bancroft Pavilion	
City, State, Zip Code Ishpeming, MI 49849	Job Location 206 Spruce St	
	Job# 1700242	

Reason for Extra Work:

Foundation from previous building was discovered on the east wall of the new pavilion. Poor soil conditions existed along side of existing foundation. Under direction of GEI, an engineered fill plan was implemented at this location.

We hereby submit specifications and costs for extra work completed:

1	Excavator	\$907.50
2	Lead Truck	\$798.60
3	Labor	\$1,064.80
4	#4 Rock	\$615.65
5	Filter Cloth	\$429.42
6	Fill Sand	\$432.88

Four Thousand, Two Hundred Forty Eight and 84/100 Dollars

\$4,248.84

Authorized Signature

Brian Frustaglio

Brian Frustaglio or Ryan Malno, G.E. Builders, Inc.

APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE ONE OF 2 PAGES

TO OWNER:

City of Ishpeming
400 Division St
Ishpeming, MI 49849
FROM CONTRACTOR:
G.E. Builders, Inc.
808 Baldwin Ave.
Negaunee, MI 49866

PROJECT:

Lake Bancroft Pavilion
204 Spruce St.
Ishpeming, MI 49849
VIA ARCHITECT:
GEI Consultants
990 Lalley Rd
Iron River, MI 49935

APPLICATION #:

1

Distribution to:

PERIOD TO: 06/24/19
PROJECT NOS: 1700242

<input type="checkbox"/>	Owner
<input type="checkbox"/>	Const. Mgr
<input type="checkbox"/>	Architect
<input checked="" type="checkbox"/>	Contractor

CONTRACT DATE:

CONTRACT FOR: Lake Bancroft Paviliolin

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

1. ORIGINAL CONTRACT SUM-----	\$ 545,036.31
2. Net change by Change Orders-----	\$ 4,248.84
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$ 549,285.15
4. TOTAL COMPLETED & STORED TO DATE-\$ (Column G on Continuation Sheet)	\$ 74,346.44

5. RETAINAGE:

a. 10.0% of Completed Work (Columns D+E on Continuation Sheet)	\$ 7,014.64
b. 10.0% of Stored Material (Column F on Continuation Sheet)	\$ 420.00
Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet)	\$ 7,434.64

6. TOTAL EARNED LESS RETAINAGE----- (Line 4 less Line 5 Total)	\$ 66,911.80
---	--------------

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate)-----	\$
8. CURRENT PAYMENT DUE-----	\$ 66,911.80

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6)	\$ 482,373.35
----------------------	---------------

AMOUNT CERTIFIED

\$66,911.80

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	\$4,248.84	
TOTALS	\$4,248.84	
NET CHANGES by Change Order		\$4,248.84

ARCHITECT:

By:  Date: 07/02/19

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

12(6)

CONTINUATION SHEET

Page 2 of 2 Pages

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 1

PROJECT:

APPLICATION DATE: 06/24/19

Lake Bancroft Pavilion

PERIOD TO: 24-Jun-19

204 Spruce St.

ARCHITECT'S PROJECT NO: 1700242

Ishpeming, MI 49849

A	B	C		D	E		F	G	H	I
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored (Not In D or E)	Total Completed And Stored To Date (D + E + F)	% (G/C)	Balance To Finish (C - G)	Retainage	
			From Previous Application (D + E)	This Period						
1	M-0110 Mobilization	26,209.91		4,500.00		4,500.00	17%	21,709.91	450.00	
2	M-0210 Contractor Staking	3,800.00		3,800.00		3,800.00	100%		380.00	
3	M-0320 Maintaining Traffic	4,250.00		4,250.00		4,250.00	100%		425.00	
4	M-0530 Permits	2,750.00		2,750.00		2,750.00	100%		275.00	
5	M-0570 ADA Signage	825.00						825.00		
6	M-0580 Landscaping	27,800.00						27,800.00		
7	M-0600 Recycling and Trash Recpt.	3,300.00						3,300.00		
8	M-0620 Buried Elec, Trans, Ped, Meter	4,000.00						4,000.00		
9	M-0630 Semco Gas Service	1,000.00						1,000.00		
10	R-0110 Remove Sidewalk, Ramp, App.	1,275.00						1,275.00		
11	R-0120 Remove Conc. Curb/Gutter	742.50						742.50		
12	R-0220 Subbase, MDOT Class II, 12"	16,684.50						16,684.50		
13	R-0310 Agg. Base Under Bit MDOT 22A, 6"	5,143.60						5,143.60		
14	R-0320 Agg. Base Under Bit MDOT 22A, 8"	11,894.40						11,894.40		
15	R-0410 Imported Trench Backfill	3,172.20						3,172.20		
16	R-0730 Bituminous Mix, LVSP	40,200.00						40,200.00		
17	R-0820 Agg. Shldr Course, MDOT 23A, 6"	3,091.40						3,091.40		
18	R-0910 Conc. Sidewalk, 4"	9,375.00						9,375.00		
19	R-0920 Conc. Sidewalk Ramp, 4" w/ Warn.	1,020.00						1,020.00		
20	R-0945 E-Curb	2,520.00						2,520.00		
21	R-1096 Sidewalk Removal and Turf Rest.	1,175.00						1,175.00		
22	R-1100 Pavement Markings	2,850.00						2,850.00		
23	S-0420 6" SDR-26 PVC San. Sew. Lateral	4,664.80		4,664.80		4,664.80	100%		466.48	
24	S-1020 Connect to Exist. San. Sew. Main	330.00		330.00		330.00	100%		33.00	
25	WS-0985 1.5" SDR-11 HDPE Water Serv.	7,012.80		7,012.80		7,012.80	100%		701.28	
26	WS-1025 1.5" Corporation Stop	240.00		240.00		240.00	100%		24.00	
27	WS-1125 1.5" Curb Stop and Box	450.00		450.00		450.00	100%		45.00	
28	A-1001 Pavillion Found. And Slabs	50,700.00		37,900.00		37,900.00	75%	12,800.00	3,790.00	
SUBTOTALS PAGE 2		236,476.11		65,897.60		65,897.60	28%	170,578.51	6,589.76	

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 1

PROJECT:

APPLICATION DATE: 06/24/19

Lake Bancroft Pavilion

PERIOD TO: 24-Jun-19

204 Spruce St.

ARCHITECT'S PROJECT NO: 1700242

Ishpeming, MI 49849

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G Total Completed And Stored To Date (D + E + F)	% (G/C)	H Balance To Finish (C - G)	I Retainage
			From Previous Application (D + E)	This Period					
29	A-1002 Pavilion Walls and R.O.	39,310.20			4,200.00	4,200.00	11%	35,110.20	420.00
30	A-1003 Pavilion Cedar Timb. (1x Trim)	5,300.00						5,300.00	
31	A-1004 Pavilion Siding / Façade	18,640.00						18,640.00	
32	A-1005 Pavilion Stone Veneer	35,000.00						35,000.00	
33	A-1008 Ext. and Int. HM Single Doors	22,560.00						22,560.00	
34	A-1009 Ext. and Int. HM Double Doors	4,500.00						4,500.00	
35	A-1010 Pavilion Roof Framing and Roofing	36,950.00						36,950.00	
36	A-1012 Pavilion Interior Wall/Rm. Finishes	48,300.00						48,300.00	
37	A-1013 Paviloin Plumb. System & Fixt.	55,500.00						55,500.00	
38	A-1014 Pavilion Elec. Systems	24,500.00						24,500.00	
39	A-1015 Pavilion HVAC Systems	18,000.00						18,000.00	
40	Extra Work- Engineered Fill (6.14.19)	4,248.84		4,248.84		4,248.84	100%		424.88
41									
42									
43									
44									
45									
46									
47									
48									
49									
50									
51									
52									
53									
54									
55									
56									
	SUBTOTALS PAGE 3	549,285.15		70,146.44	4,200.00	74,346.44	14%	474,938.71	7,434.64

13



Consulting
Engineers and
Scientists

July 3, 2019
Proposal 610042

Mr. James Lampman
City of Ishpeming
100 W. Division Street
Ishpeming, MI 49849

RE: Proposal for 1st Street Alley and Park Street Lift Station Sanitary Sewer Repair

Dear Mr. Lampman:

Per the City's request, GEI Consultants of Michigan, P.C. (GEI) is pleased to present this proposal to provide Professional Engineering Services to assist the City with completion of work associated with "1st Street Alley and Park Street Lift Station Sanitary Sewer Repair." The following is our proposed scope of services, fees to complete these services, and schedule.

Scope of Services

Based on our conversation with the Department of Public Works Director, Carl Peterson, and the televising inspection report, a section of the sanitary sewer system in the Alley south of Pearl Street between 1st Street and 2nd Street needs to be repaired and have a sanitary structure added to the 2nd Street end.

Based on the Park Street Lift Station sewer event on May 14 and 15, conversation with Carl Peterson, and television inspection report, a section of sanitary sewer system to the east and west of the Park Street Lift Station needs to be repaired.

GEI will provide engineering design and construction services to replace approximately 250 feet of sanitary sewer in the Alley between 1st Street and 2nd Street, 900 feet of sanitary sewer near the Park Street Lift Station, and install six (6) new manholes. The proposed project has an estimated cost of \$170,000.

Detailed scope of work to include:

1. Provide engineering drawings with a new design of the sanitary sewer section.
2. Obtain permit to replace sanitary sewer.
3. Prepare a condensed bid package for the project.
4. Assist the City in advertising the project for bid.
5. Review bids and prepare a recommendation of award.

6. Assist the City in preparing an agreement for construction of proposed work.
7. Provide construction observation services.
8. Provide as-built drawing set upon completion.

Fees and Schedule

We understand that the City would like to complete the design, bidding, and construction of the project this year.

Based on the services outlined above, GEI intends to perform this work, and to supply the City with items as noted for a Not-to-Exceed fee of **\$9,600**. We are prepared to begin this work immediately upon execution of the attached contract.

Terms and Conditions

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

If you have any questions regarding this proposal or need any additional information, please do not hesitate to contact me at (906) 214-4155 or bfabbri@geiconsultants.com.

Sincerely,

GEI CONSULTANTS OF MICHIGAN, INC.



Brian Fabbri, E.I.T.
Project Engineer



Jeff Bal, P.E.
Vice President/Branch Manager

BSF:plw

cc: GEI File

STANDARD PROFESSIONAL SERVICES AGREEMENT

1. AGREEMENT.

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

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

2. SCOPE OF SERVICES.

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

3. EFFECTIVE DATE.

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

4. TIMES FOR RENDERING SERVICES.

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

5. COMPENSATION.

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

6. PERFORMANCE STANDARDS.

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

7. INSURANCE.

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

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

8. ALLOCATION OF RISKS.

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

9. CONFIDENTIALITY.

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

10. OWNERSHIP OF DOCUMENTS.

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

11. TERMINATION AND SUSPENSION.

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

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

12. DISPUTE RESOLUTION.

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

13. GENERAL CONSIDERATIONS.

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

For Client:	James Lampman
	100 E. Division Street
	Ishpeming, MI 49849
For GEI:	Brian Fabbri
	990 Lalley Road
	Iron River, MI 49935

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

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

14. ADDITIONAL PROVISIONS.

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

15. EXHIBITS.

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

- | | |
|---|---|
| ✓ | Exhibit A, Scope of Services and Schedule |
| ✓ | Exhibit B, Payment Terms |
| ✓ | Exhibit C, Insurance |
| ✓ | Exhibit D, Special Provisions for Field Services |
| | Exhibit E, Special Provisions for Services of Licensed Site/Environmental Professionals |
| ✓ | Exhibit F, Special Provisions for Engineering Design Services |
| ✓ | Exhibit G, Special Provisions for Opinions of Probable Construction Costs |
| ✓ | Exhibit H, Special Provisions for Construction Services |

16. ACCEPTANCE.

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

For CLIENT:

For GEI:

By: _____
(Signature)

By: Jeff Bal
(Signature)

(Print Name)

Jeff Bal
(Print Name)

(Title)

Vice President/Branch Manager
(Title)

(Date)

July 3, 2019
(Date)



Approved as to Form:

By:

Bonnie L. Hoff, Attorney At Law

(Date)

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

EXHIBIT A

Scope of Services and Schedule

See attached proposal/letter dated July 3, 2019 for 1st Street Alley and Park Street Lift Station Sanitary Sewer Repair.

EXHIBIT B

Payment Terms

Project will be billed in accordance with this agreement, and the amount billed will not exceed the amount referenced in the attached proposal letter dated July 3, 2019.

EXHIBIT C

Insurance

GEI will carry the following types and amounts of insurance:

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

EXHIBIT D

Special Provisions for Field Services

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

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

EXHIBIT E

Special Provisions for Services of Licensed Site/Environmental Professionals

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

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

EXHIBIT F

Special Provisions for Engineering Design Services

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

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

B. Use of Documents.

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

EXHIBIT G

Special Provisions for Opinions of Probable Construction Costs

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

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

EXHIBIT H

Special Provisions for Construction Services

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

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



1406 N Mitchell Street
Cadillac, MI 49601
855-306-1099 Phone
855-306-1098 Fax
www.44n.com

14

Dear Customer,

RE: Flexible Spending Account (FSA) and COBRA Administration

As a dually licensed benefits agent and Third-Party Administrator, 44North has focused on providing great service and value to our clients with innovative and industry leading products for over 20 years. In 2018 with the announcement from our software vendor of the sunset of our platform and challenges we faced with moving to a new platform in 2019, we saw this as an opportunity to create a partnership allowing 44North to focus on providing exceptional service while utilizing a best in industry FSA and COBRA administrator.

We are pleased to announce plans to transition the 44North Flexible Spending Account (FSA), Dependent Care (DCA) and Consolidated Omnibus Budget Reconciliation Act (COBRA) administration to Total Administrative Services Corporation (TASC), a national third-party employee benefits administrator.

We are excited that this partnership will provide expanded features, including:

Flexible Spending Accounts

- TASC Mastercard benefits card: one-card convenience and hassle-free reimbursements for all your accounts
 - TASC Card Decline Protection: protect against embarrassing card declines
 - MyCash: fast reimbursements, accessible via card
 - TASC Card Lock: disable a misplaced card
 - TASC Wallet: Report card lost or stolen, request more cards, store cards
- Easy-to-use and intuitive online enrollment and account management experience
 - Email alerts
 - Pay the Provider
 - Seamless Account Management – across website and mobile app
- Mobile app: track and manage TASC benefits and access helpful tools anywhere and anytime
 - Fingerprint and facial recognition
 - Picture to Pay
 - Expense Eligibility Check
 - Mobile alerts
- Daily claims processing and quick reimbursements

COBRA

- Portal access to enter Qualifying Events and authorize General Election Notices be sent
- Access Participant information (i.e. payments, election periods, communications)
- View your Plans
- Access real-time reports

- Empower Participants to manage their account and pay premiums online—via our Participant portal!

During the upcoming weeks, we will work with TASC to smoothly transition your services to TASC, and we will keep you informed every step of the way.

44North will continue to serve you and your participants with the same great service you've come to expect. With our access to TASC's systems, your 44North dedicated service team is still your one phone call for all benefits issues and questions. As always, we appreciate your loyalty, both throughout the transition and beyond, and we look forward to a long and productive relationship with TASC.

A detailed FAQ regarding this transition is attached.

Sincerely,

A handwritten signature in black ink that reads "Sarah Kline". The signature is written in a cursive, flowing style.

Sarah Kline
Director of Operations

Attachment



TASC Universal Subscription Agreement

Retain this document for your records.

THIS TASC UNIVERSAL SUBSCRIPTION AGREEMENT ("TASC USA") is entered into by and between Total Administrative Services Corporation ("TASC"), a Wisconsin Corporation, headquartered at 2302 International Lane, Madison WI, 53704-3140, and the Entity identified below, (the "Purchaser").

Entity Name:	City of Ishpeming	Business Federal ID#:	38-6004643
Mailing Address: (no PO Box)	100 E. Division Street	City:	Ishpeming
Address Line 2:		State:	MI
		Zip:	49849

This TASC USA is effective on the date entered below, or the date entered online using an electronic signature agreement (the "Effective Date"). This TASC USA applies to all services selected by the Purchaser on the Effective Date or any subsequent date (the services selected by the Purchaser are referred to hereinafter as the "Subscription Services").

The Purchaser agrees that TASC will provide the Subscription Services in accordance with TASC's Specifications, Purchaser Detail, Manuals, and applicable Terms of Use, which are expressly incorporated by reference into this TASC USA, and which can be provided on request. The Purchaser agrees to pay the fees for the Subscription Services as provided herein ("TASC Fees").

The Purchaser is duly organized, validly existing, and fully authorized to enter into this TASC USA. The individual executing this TASC USA on behalf of the Purchaser is fully authorized to do so.

By signing below or completing an online electronic signature, the Purchaser certifies that the Purchaser understands and agrees to the terms of this TASC USA, and the Specifications, Purchaser Detail, Manual(s) and Terms of Use.

Purchaser (Entity Name):	City of Ishpeming
Signature:	
Printed Name:	
Title:	
Effective Date of this TASC USA:	August 1, 2019
(Note: Use the first of the month.)	

This TASC USA and all documents incorporated herein are Confidential and can only be used by the Parties, their employees and representatives for their intended purpose.



PART I: GENERAL TERMS

Scope of Relationship

TASC is and will remain an independent contractor with respect to all services provided. TASC and the Purchaser are not partners or engaged in a joint venture. TASC is not a law firm and is not providing legal, investment or tax advice. All written or verbal communications provided under the terms of this TASC USA and in the service execution are general in nature and not intended to constitute legal, investment or tax advice. The products and services provided by TASC may have legal, investment and tax consequences. Any questions regarding the Purchaser's particular needs, requirements, circumstances, or the legal, investment, or tax consequences of any product or service offered by TASC must be directed to the Purchaser's own advisor(s) at the Purchaser's expense.

For the purpose of any Purchaser and/or Subscription Services subject to the Employee Retirement Income Security Act of 1974 (ERISA), as amended, the terms Administrator (commonly referred to as the Plan Administrator), Plan Sponsor, Named Fiduciary and Plan Assets shall have the meaning given to such terms by ERISA. TASC is not the Plan Administrator, the Plan Sponsor, or a Named Fiduciary for any Subscription Services. TASC does not accept a fiduciary role or status for any Subscription Services. TASC does not collect or hold employee contributions or plan assets. The Purchaser acknowledges and agrees that any funding submitted to TASC in connection with a plan or component benefit that is considered a welfare plan within the meaning provided by ERISA: (i) shall be comprised of general assets of the Purchaser, (ii) shall, until disbursed by TASC, retain its status as general assets of the Purchaser subject to the rights of the Purchaser's creditors, (iii) shall, until disbursed by TASC, be returned to the Purchaser upon written request, and (iv) shall not be segregated or set aside in a trust or escrow account by TASC.

Three-Year Term and Renewal

The Term of this Agreement shall be for a period of three (3) years from the Effective Date. This TASC USA will renew automatically for an additional Term of three (3) years at the expiration of the initial or any renewal Term (the initial term and each renewal Term, if any, shall be referred to as the "Term"). Either Party may terminate this TASC USA for any reason without penalty at the end of the Term by providing the other Party with a written termination notice at least sixty (60) days prior to the expiration of the Term.

Materials, Use and Limited License

TASC is hereby granting to the Purchaser a non-exclusive, non-assignable, limited license to use on the terms provided herein the forms, plan documents, plan descriptions, procedures, scripts, manuals, marketing materials, brochures, computer programs/platforms and databases (collectively, "Materials") provided by TASC to the Purchaser in connection with the provision of the Subscription Services. The Purchaser shall have a limited license to use Materials solely in connection with its use of the Subscription Services and in accordance with this TASC USA. It is understood that the Materials are the confidential property of TASC, they are not "work for hire", and no additional rights to use the Materials are granted. The Purchaser is responsible for its use and the protection of the confidentiality of Materials and shall be liable for any unauthorized use or disclosure. The Purchaser shall retain the confidentiality of Materials, and shall not make any direct or indirect use of or reference to TASC trademarks or Materials in connection with the marketing, use, implementation, license, sale or distribution of any program or system. The termination of this TASC USA shall not affect the duty of the Purchaser not to infringe on TASC's trademarks and copyrights and to keep confidential and not to disclose all Materials. Upon the expiration or termination of this TASC USA, all limited license rights granted to the Purchaser pursuant to this TASC USA shall be terminated.

TASC Fees and Terms of Payment

TASC provides the following limited fee guarantee during the Term. During the Term, TASC will not make any adjustments to the TASC Fees other than an annual increase to reflect inflation as determined by TASC using multiple national indicators.

TASC reserves the right to make adjustments to the TASC Fees for any renewal Term, with ninety (90) days written notice to the Purchaser prior to the start of said Term.

The Purchaser agrees to pay TASC for Subscription Services in accordance with the TASC Fees (1) determined on a TASC Proposal if applicable, expressly incorporated by reference into this TASC USA, (2) determined on the Specifications, Purchaser Detail, or (3) as shown for electronic elections made online. For Subscription Services where the TASC Fees are calculated based on the number of the Purchaser's employees ("Employees"), (1) the Purchaser shall provide TASC monthly updates regarding the number of Employees covered by the applicable Subscription Services, (2) TASC shall have the right to adjust the TASC Fees in the event of a material change in the number of Employees, and (3) TASC shall be entitled to recover additional fees based on changes in the number of Employees for months for which the Purchaser fails to accurately report the number of Employees. All interest and investment on income earned by TASC Fees shall be retained by TASC as a supplemental fee.

This TASC USA and all documents incorporated herein are Confidential and can only be used by the Parties, their employees and representatives for their intended purpose.



Payment for Subscription Services will occur via ACH transaction, or if payment via ACH transaction is not authorized, TASC will invoice the Purchaser. If billing by invoice, TASC Fees are due according to the terms on the invoice. If for any reason, TASC does not receive payment for any TASC Fees within ten (10) business days of the expected date of receipt as determined by the payment method, then TASC may suspend the performance of all applicable Subscription Services and place all processing on hold until all past due TASC Fees are paid. TASC shall have no liability for any losses due to suspending or placing any Subscription Services on hold for non-payment.

If the Purchaser grants TASC authority to debit TASC Fees by ACH or other electronic means, that authority will remain in full force until TASC has received written notification from the Purchaser of its termination of this authority in such time and in such manner as to afford TASC and the Purchaser's bank a reasonable opportunity to act on it. It is understood that the purpose of this authorization is to provide a means of payment for the TASC Fees. TASC reserves the right to correct any processing errors and to recover any payment made in error for any reason, and the Purchaser authorizes TASC to debit or credit the Purchaser's account as necessary to correct such errors.

Any refunds or adjustments to be made by TASC for the Purchaser will be processed only after verification is made that sufficient funds were received by TASC to cover all payments made or to be made by TASC in the course of providing Subscription Services, TASC Fees, and other amounts due to TASC. No refunds or adjustments will be made while the Purchaser is in default under this TASC USA or if an Employee or former employee of the Purchaser is in violation of the applicable Terms of Use or any other applicable agreement pertaining to the Subscription Services.

If a refund or any obligation for TASC to repay the Purchaser is determined to be due and owing to the Purchaser, TASC, in TASC's sole discretion, may issue the refund in the form of one, or any combination, of the following tenders: ACH credit to the Purchaser's bank account on file with TASC or other available electronic payment method, prepaid debit card, or a credit to be applied to future Subscription Services ("Service Credits"). Service Credits are subject to the applicable Terms of Use.

State law governs when accounts or funds relating to Subscription Services, including, but not limited to, funds attributable to unrepresented checks, dormant Purchaser or Employee (or former employee of the Purchaser) accounts, or plan experience gains (forfeitures), are considered unclaimed or abandoned property. TASC will return to the Purchaser any such accounts or funds considered under applicable state law to be unclaimed or abandoned property ("Unclaimed Funds"). The Purchaser agrees that, at all times, it remains the holder of the Unclaimed Funds and shall be solely responsible for compliance with applicable laws, including providing statutory notice as well as the delivery and reporting of Unclaimed Funds to the applicable state agency as required under the law. Unless prohibited by the applicable state law, TASC may offset its costs and expenses associated with the Unclaimed Funds. TASC shall have no liability to the Purchaser or Employees (or former employees of the Purchaser) for the Unclaimed Funds. Any funds attributable to unrepresented checks, dormant Purchaser or Employee (or former employee of the Purchaser) accounts, or plan experience gains (forfeitures), which are not considered unclaimed property under state law and which have remained dormant for more than one (1) year from the last date on which the applicable Subscription Service was rendered to the Purchaser by TASC under this TASC USA, shall be retained by TASC as a supplemental fee for Subscription Services previously rendered.

TASC's obligation to provide a Subscription Service will terminate automatically with no penalty to TASC if the Purchaser is no longer eligible to use that Subscription Service or the continued provision of the Subscription Service would violate applicable law.

Default and Non Performance

In the event a Party is or becomes non-compliant with applicable law governing the Subscription Services, where such non-compliance could reasonably result in losses such as but not limited to an excise tax, penalty, or claims liability, the other Party shall have the right to terminate this TASC USA immediately by written notice to the non-compliant Party.

A Party shall have the right to terminate this TASC USA with no additional duties under this TASC USA to a Party that institutes proceedings under Chapter 7 of the Bankruptcy Code, or makes an appointment of a trustee or receiver for the disposition of their assets or properties, or an assignment of assets for the benefit of creditors, or an admission of its inability to pay its debts as they become due.

In the event a Party defaults in its obligation to with respect to any material term, condition or covenant of this TASC USA, the non-defaulting Party may terminate this TASC USA by giving the defaulting Party a thirty (30) day cure period written notice. If the defaulting Party fails to cure the default to the reasonable satisfaction of the non-defaulting Party within the 30-day cure period, this TASC USA shall automatically terminate upon expiration of the 30-day cure period.

This TASC USA and all documents incorporated herein are Confidential and can only be used by the Parties, their employees and representatives for their intended purpose.



Any termination shall be without prejudice to any other rights and remedies the non-defaulting Party may have against the defaulting Party with respect to such default.

In the event of a default by the Purchaser with respect to payment of TASC Fees, this TASC USA may be terminated immediately by TASC upon written notice to the Purchaser and all amounts due to TASC shall become immediately due and payable. In the event of any default by the Purchaser, TASC has the right to suspend all Subscription Services to the Purchaser, without incurring any liability for the suspension, until the default(s) has been cured and all outstanding obligations of the Purchaser have been met.

PART II: SUBSCRIPTION SERVICES

Responsibility of TASC

TASC shall use ordinary care and due diligence in the performance of the Subscription Services and shall provide the Subscription Services in a timely, professional and accurate manner. TASC will perform the Subscription Services in accordance with the Specifications, Purchaser Detail, Manuals, and Terms of Use.

Responsibility of the Purchaser

The Purchaser shall have the sole and final discretionary authority in respect to all legal and administrative functions of any plan sponsored by the Purchaser relating to Subscription Services.

A Purchaser who elects Subscription Services subject to HIPAA Privacy and Security also accepts the TASC HIPAA Privacy offering and acknowledges receipt of the HIPAA Business Associate Agreement signed by TASC.

The Purchaser shall present to TASC, in an accurate, complete and timely manner, all relevant information as determined to be necessary by TASC to enable TASC to execute the Subscription Services in a standard TASC format or an alternative format agreed upon in writing by the Parties. TASC shall rely on the accuracy and timeliness of information provided by the Purchaser or the Purchaser's agent. TASC has no responsibility to review or verify data provided. TASC is not responsible for detecting illegal acts by, and/or misrepresentations of, the Purchaser's Employees or representatives. TASC shall have no liability, such as by way of example but not limited to any excise tax, for failure to provide, or for defects in providing, a service for which the Purchaser has not provided accurate, complete and timely data to TASC in an agreed upon format. TASC will have no liability for interruptions and/ or delays in the provision of Subscription Services caused either in whole or in part by the Purchaser's failure to provide accurate, complete and timely data to TASC in an agreed upon format.

The Purchaser shall do all things necessary and take all actions to comply with state and federal law applicable to the Subscription Services.

The Purchaser shall promptly and thoroughly review the reports made available to the Purchaser by TASC, including but not limited to reports that are made available online, to ensure all information has been received by TASC and TASC has based the Subscription Services on accurate and complete information. These reports provide notice of essential items such as account balances and enrollment changes, where the Purchaser's failure to review the reports and take timely corrective action can lead to ongoing losses. In the event any of the reports made available to the Purchaser contain any inaccurate or incomplete information, the Purchaser shall promptly, and in any event not more than thirty (30) days after TASC made the report available to the Purchaser, take all necessary actions to effectuate changes, such as account corrections and enrollment changes.

It is the Purchaser's responsibility to educate and inform Employees on the Subscription Services being provided, including the delivery of administration materials (where needed) as well as compliance documents (e.g., distribution of an applicable Summary Plan Description). The Purchaser shall ensure that Employees comply with all applicable Participant obligations relating to the Subscription Services.

Subscription Services Subject to Change

Subscription Services are subject to change, including but not limited to changes required by law, changes to software, and systems enhancements. The Purchaser acknowledges that TASC provides Subscription Services to several thousand clients and has a vested interest in consistency.

This TASC USA and all documents incorporated herein are Confidential and can only be used by the Parties, their employees and representatives for their intended purpose.



Account Based Subscription Services

With respect to any Subscription Services involving debit accounts of any type, including but not limited to debit cards, the Purchaser acknowledges and accepts sole responsibility for the payment of all debit account transactions. TASC may be able to assist the Purchaser in the recovery of such debit account transactions reported as fraudulent, provided that Employees comply with the terms outlined in the applicable Cardholder Agreement for the timely reporting of such fraudulent activity.

The Purchaser acknowledges and accepts sole responsibility for fraudulent claims by Employees (and former employees of the Purchaser) regardless of whether by use of the debit card, debit account, submitted online, submitted by a medical provider, or manually submitted.

TASC has the right to recoup any payment or overpayment made to an Employee in error, whether such erroneous payment was caused by fraud, acts of an unrelated third party, errors/omissions by the Employee, or errors/omissions of TASC or the Purchaser.

TASC has the right to require a deposit or payment from the Purchaser or the Employee when the disbursement of funds creates or will create a negative account balance.

Additional Purchaser Protection

Audit Guarantee

TASC provides an Audit Guarantee as described in the Terms of Use. The Audit Guarantee provides defined and limited protections for Purchasers who comply with the terms applicable to the Subscription Services covered by the Audit Guarantee. The Audit Guarantee will not provide protection for any losses or penalties that are due to the Purchaser's self-administration or use of third-party services, such as the use of third-party compliance services. The Audit Guarantee only covers losses or penalties that are due to the use of Subscription Services delivered by TASC.

Compliance and Continuation Subscription Services Protection

TASC provides up to an aggregate of one million dollars, (\$1,000,000), of protection from liability incurred by the Purchaser as a result of TASC's errors or omissions in connection with the provision of Compliance Subscription Services (including FMLA services) and Continuation Subscription Services.

Money Back Guarantee

If the Purchaser is not entirely satisfied with a Subscription Service, the Purchaser can return all Materials within thirty (30) days of the date that the Subscription Service was first provided to obtain a refund of the TASC Fees previously paid by the Purchaser for such Subscription Service, less a \$250 nonrefundable minimum fee.

TASC Provides Security

When Subscription Services require TASC to create, receive, maintain, or transmit Protected Health Information ("PHI"), as defined by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), TASC will comply with HIPAA, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 often referred to as the "HITECH Act", regulations issued by the U.S. Department of Health and Human Services ("HHS") (the "HIPAA Regulations"), and the terms of the TASC Business Associate Agreement. TASC will provide written assurances of this compliance by providing a HIPAA Business Associate Agreement, serving as the written assurances of TASC compliance required by HIPAA. The TASC Business Associate Agreement will use the latest HHS Model terms, in order to provide one compliant program to the Purchaser.

TASC will maintain the Service Provider Validation from the PCI Security Standards Council for the duration of the Term, and will provide the Validation and Attestation Certificate to the Purchaser, without audit detail, upon request.

TASC will meet federal and the applicable state standards for the confidential treatment of the Purchaser's Confidential Information as defined below.

PART III: INDEMNIFICATION, LIMITATIONS OF LIABILITY

Indemnification

Subject to the 30-day limitation and other limitations set forth below, TASC shall indemnify the Purchaser, its directors and officers, and hold them harmless from and against any and all actions, claims, lawsuits, settlements, judgments, costs, taxes or similar assessments, penalties and expenses, including reasonable attorney's fees, incurred as a direct result of TASC's gross negligence or willful misconduct in connection with the performance of the Subscription Services.

This TASC USA and all documents incorporated herein are Confidential and can only be used by the Parties, their employees and representatives for their intended purpose.



The Purchaser shall indemnify and hold TASC, its directors and officers, harmless from and against any and all actions, claims, lawsuits, settlements, judgments, costs (including, but not limited to, costs of insurance premiums paid with respect to any Subscription Service), taxes or similar assessments, penalties and expenses, including reasonable attorney's fees, or any other obligations (collectively, "Losses") resulting from, arising out of or in any way connected with, the Subscription Services, including any prior administration of the Subscription Services or a similar arrangement, or claims or demands by Employees and/or beneficiaries, unless the Losses are directly attributable to TASC's gross negligence or willful misconduct in connection with the performance of the Subscription Services.

Each Party's indemnification obligations are conditioned on the following: (i) if process is served, the indemnified Party providing written notice to the other Party within five (5) business days of receiving service of process regarding an indemnifiable event, (ii) if the Party receiving indemnification is required to make any admission or pay any consideration as part of a settlement, no settlement shall be made without such Party's consent, and (iii) the indemnified Party cooperating in the defense and/or settlement of the indemnifiable event. Subject to the limitations set forth in this TASC USA, the Parties' indemnification obligations hereunder shall survive the termination of this TASC USA.

Thirty (30) Day Liability Limitation

TASC SHALL HAVE NO LIABILITY WHATSOEVER TO THE PURCHASER, THIRD PARTY, OR ANY OTHER PERSON OR ENTITY, FOR ANY COSTS, EXCISE OR OTHER TAXES, PENALTIES, INTEREST, DAMAGE OR LOSS (COLLECTIVELY "DAMAGES") THAT OCCUR MORE THAN THIRTY (30) DAYS AFTER TASC HAS PROVIDED OR MADE AVAILABLE A REPORT TO THE PURCHASER, AND WHERE THE DAMAGES ARISE OUT OF OR RELATE TO ANY MISTAKE OR ERROR OF ANY TYPE APPEARING IN THE REPORT, INCLUDING BUT NOT LIMITED TO ANY MISTAKE OR ERROR WITH RESPECT TO ACCOUNT BALANCES, ENROLLMENT CHANGES OR OTHER INFORMATION. TASC IS RELYING ON THE PURCHASER, THE ONLY ENTITY WITH THE KNOWLEDGE OF THE ACTUAL FACTS, TO REVIEW THE REPORTS PROVIDED OR MADE AVAILABLE BY TASC FOR ERRORS AND TO USE THE REPORTS TO AUDIT AND RECONCILE THE SUBSCRIPTION SERVICES.

Defense of Legal Actions

TASC shall notify the Purchaser of any legal action arising with respect to any Subscription Services of which TASC becomes aware. The defense of the Purchaser for any legal actions naming the Purchaser as a party shall be the responsibility of and be undertaken at the expense of the Purchaser. TASC shall cooperate with and assist the Purchaser in said defense, at the Purchaser's expense, to the extent that the Purchaser reasonably may require.

Limitations of Warranties and Liabilities, Disclaimer of Consequential Damages

EXCEPT AS EXPRESSLY SET FORTH IN THIS TASC USA, TASC DISCLAIMS ANY AND ALL EXPRESS WARRANTIES, AND ANY AND ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. TASC WILL NOT BE LIABLE IN CONTRACT OR IN TORT FOR ANY LOSS OF BUSINESS OR PROFITS, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR SIMILAR DAMAGES, EVEN IF TASC HAS BEEN ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW, OF THE POSSIBILITY OF SUCH DAMAGES. TASC SHALL NOT BE LIABLE TO THE PURCHASER OR ANY OTHER PERSON FOR ANY MISTAKE OF JUDGMENT OR OTHER ACTION TAKEN IN GOOD FAITH IN THE PERFORMANCE OF SUBSCRIPTION SERVICES.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS TASC USA, AND FOR ANY REASON, INCLUDING BREACH OF ANY DUTY IMPOSED BY THIS TASC USA, INCLUDING BUT NOT LIMITED TO THE INDEMNIFICATION OBLIGATIONS SET FORTH ABOVE, OR INDEPENDENT OF THIS TASC USA, AND REGARDLESS OF WHETHER THE CLAIM IS IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO GROSS NEGLIGENCE) OR OTHERWISE, TASC'S TOTAL, AGGREGATE LIABILITY UNDER THIS TASC USA SHALL IN NO CIRCUMSTANCE (EXCEPT AS SPECIFICALLY PROVIDED ABOVE UNDER THE AUDIT GUARANTEE AND THE COMPLIANCE AND CONTINUATION SUBSCRIPTION SERVICES PROTECTION) EXCEED THE TOTAL AMOUNT OF THE TASC FEES PAID BY THE PURCHASER DURING THE TERM IN WHICH THE EVENT GIVING RISE TO THE CLAIM OCCURRED.

No action, regardless of form, arising out of TASC's provision of any Subscription Services provided under this TASC USA, may be brought by a Party more than one (1) year after the last date on which the Subscription Service which is the subject of the action was provided by TASC under this TASC USA.

Each Party acknowledges that these limitations of liability reflect an informed, voluntary allocation between the Parties of the risks (known and unknown) that may exist in connection with this TASC USA.

This TASC USA and all documents incorporated herein are Confidential and can only be used by the Parties, their employees and representatives for their intended purpose.



PART IV: MISCELLANEOUS TERMS

Confidentiality

"Confidential Information" means any non-public business or technical information, whether or not stored in any medium, relating to the Party's business, which is disclosed to the other Party in connection with the Subscription Services and which is identified as Confidential at the time of disclosure or that a reasonable person would consider, from the nature of the information and circumstances of disclosure, is confidential. Confidential Information includes original information, as well as all copies. Confidential Information does not include information that has been made public or was already made accessible to the public, or obtained through other available public sources.

Each Party agrees to treat the Confidential Information as confidential to and as the property of the disclosing Party and to use an appropriate degree of care (which, in any case, will not be less than the degree of care it uses with respect to its own information of like nature) to prevent disclosure or unauthorized use of the Confidential Information. Parties will not disclose Confidential Information, except to directors, officers, employees and contractors who have a need to know for the purpose of executing Subscription Services and who have been advised of the obligation of confidentiality and are obligated to keep it confidential.

THIS TASC USA AND ALL DOCUMENTS INCORPORATED HEREIN ARE CONFIDENTIAL AND SUBJECT TO THE TERMS ABOVE.

Data Usage

In connection with this TASC USA, TASC may collect Purchaser and Participant information, data, content or other materials whether in electronic or paper format (collectively, "Data"). Data may be generated and collected through various activities, including but not limited to, Purchaser's or Participant's use of services, TASC's sales activities and/or delivery of services, system operation and performance, maintenance and support services, Purchaser or Participant service inquiries, data gathering software, and telephone or internet transactions. TASC may share, convey, sell, transmit or otherwise distribute the Data to third parties for any purpose, whether or not related to the activities under this TASC USA. TASC shall own all right, title and interest in and to the Data and may use the Data for any lawful purpose. TASC will comply with the provisions of this TASC USA regarding the protection of Confidential Information and will comply with applicable law regarding the protection of Protected Health Information and personally identifiable information non-public information.

Execution and Delivery

This TASC USA may be executed and delivered (including by facsimile or Portable Document Format (PDF) transmission) in one or more counterparts, all of which will be considered one and the same agreement. Any facsimile, PDF documents with signatures, or electronic acceptance, shall have the same force and effect as manually signed originals and shall be binding on the Purchaser and TASC.

Governing Law

This Agreement shall be entered into, construed, governed by, and enforced in accordance with the laws of the State of Wisconsin.

Entire Agreement and Amendment

This TASC USA, including the Specifications, Purchaser Details, Manuals, and Terms of Use, represents the entire agreement of the Parties and supersedes any prior written or oral agreements pertaining to the Subscription Services. This TASC USA may be altered or amended by TASC from time to time upon sixty (60) days written notice to the Purchaser to reflect changes required by law or made for reasonable business purposes.

Notices

Any notice, demand or other communication required or permitted to be given to either Party to this TASC USA shall be in writing and shall be either personally delivered by hand, delivered by prepaid courier, mailed first class with signature required, or sent by electronic means such as facsimile, telex or electronic mail. Any notice personally delivered, delivered by courier or mail service shall be deemed received upon delivery. Any notice sent by electronic means shall be deemed received upon the date the sending terminal confirms that the notice was received.

Assignment

This TASC USA shall not be assigned by the Purchaser without prior written consent of TASC. This TASC USA shall be binding on any successors and permitted assigns under this TASC USA.

This TASC USA and all documents incorporated herein are Confidential and can only be used by the Parties, their employees and representatives for their intended purpose.

**Waiver**

The failure of either Party at any time to require performance or observance of any term or condition of this TASC USA shall not affect the full right of such Party to require such performance or observance at any subsequent time. Further, no single or partial waiver of any right, power or privilege will preclude any other or further exercise of such right, power or privilege.

Severability

If any term or condition of this TASC USA is held to be invalid or unenforceable by a court of competent jurisdiction by reason of any statute, rule of law or public policy, all other terms and conditions of this TASC USA shall remain in full force and effect as if this TASC USA had been executed with the invalid or unenforceable portion eliminated.

Survival of Terms

Upon the termination of this TASC USA, for any reason, the following terms will remain in full force and effect:

- Scope of Relationship,
- Materials, Use and Limited License,
- TASC USA Provides Security,
- Indemnification,
- Thirty (30) Day Liability Limitation,
- Defense of Legal Actions,
- Limitations of Warranties and Liabilities, Disclaimer of Consequential Damages,
- Confidentiality,
- Data Usage,
- Governing Law, and
- Severability.

No Third-Party Beneficiaries

No employee or agent, or any other person or entity is a third-party beneficiary under the terms of this TASC USA.

This TASC USA and all documents incorporated herein are Confidential and can only be used by the Parties, their employees and representatives for their intended purpose.



44North
Universal Subscription Agreement (USA)
PURCHASER DETAILS

GENERAL BUSINESS INFORMATION

Company Name: <u>City of Ishpeming</u>		EIN #: <u>38-6004643</u>
Federal Filing Status:	<input type="checkbox"/> C-Corp <input type="checkbox"/> S-Corp <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Non-Profit <input type="checkbox"/> LLC <input checked="" type="checkbox"/> Other	
Multi-Employer Group (check all that apply)	<input type="checkbox"/> PEO <input type="checkbox"/> ASO <input type="checkbox"/> MEWA <input type="checkbox"/> Joint Employer <input type="checkbox"/> Integrated Employer <input type="checkbox"/> Controlled Group <input checked="" type="checkbox"/> Governmental Entity <input type="checkbox"/> Municipality	
Total # of Employees:	_____	Total # of Benefit Eligible Employees: <u>24</u> Total # of Employees Participating in Group Health Plan Benefits: <u>24</u>
Nature of Business:	<u>Government</u>	NAICS Code: <u>921110</u>
Are you a current TASC Client?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, please provide your 12-digit TASC ID: _____

Premium Benefits Provided under the Section 125 Plan Document

<input checked="" type="checkbox"/> Medical or Medical Related Premium (Group Sponsored): <input checked="" type="checkbox"/> Group Medical Insurance Premium <input checked="" type="checkbox"/> Dental Premium <input checked="" type="checkbox"/> Vision Premium	
<input type="checkbox"/> Supplemental Insurance (Voluntary Indemnity Plans) – includes cancer, hospital confinement, intensive care, AD&D	
<input type="checkbox"/> Disability Insurance Premium (Employee Only)	
<input type="checkbox"/> Voluntary/Group Term Life Insurance (Employee Only to \$50,000 in death benefits)	
Class and/or Division Setup Required?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, complete and attach <i>Class & Division Designation Form (TC-6180)</i>
>> If Division setup is required, will funding from different bank accounts be required?	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, complete and attach <i>Bank Account Authorization & Designation Form (TC-6181)</i>
If multiple accounts, indicate order for payment of requests:	<input type="checkbox"/> HRA 1 st , FSA 2 nd <input type="checkbox"/> FSA 1 st , HRA 2 nd
EDI File:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, complete and attach EDI Application

CLIENT CONTACT INFORMATION

Client Addresses	Street	City	State	Zip
Primary/Physical Address (no P.O. Box)	<u>100 E Division</u>	<u>Ishpeming</u>	<u>MI</u>	<u>49849</u>
Billing Address (if different than Primary Address)	_____	_____	_____	_____
Mailing/Shipping Address (if different than Primary Address)	_____	_____	_____	_____

Authorized Contacts				
Contact Type	Contact Name	Email (Required for Online Access)	Phone	Primary or Secondary
Client Primary Company Contact	<u>Jim Lampman</u>	<u>financedirector@ishpemingcity.org</u>	<u>906-485-1091</u> <u>X210</u>	<input checked="" type="checkbox"/> Primary <input type="checkbox"/> Secondary
Client Billing Contact	<u>Carol Gaffney</u>	<u>cgaaffney@44n.com</u>	<u>906-315-5354</u>	<input checked="" type="checkbox"/> Secondary
Distributor/Broker	<u>Traci Champion</u>	<u>tchampion@44n.com</u>	<u>906-315-5362</u>	Secondary

List Additional Contacts and associate with Benefit(s) (if applicable)				
Client City Clerk	Contact Name	Email	Phone	Primary or Secondary
	<u>Cathy Smith</u>	<u>cathysmith@ishpemingcity.org</u>	<u>906-485-1091</u> <u>X203</u>	Secondary
_____	_____	_____	_____	Secondary
_____	_____	_____	_____	Secondary

TASC USA PURCHASER DETAILS

_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

GENERAL INFORMATION - UNIVERSAL BENEFIT ACCOUNT

CONTRIBUTIONS			
If payroll lands on banking holidays, select one option:	<input type="checkbox"/> Apply contributions <u>next</u> business day <input type="checkbox"/> Apply contributions <u>prior</u> business day		
TASC Card Decline Protection (Max \$500 for all benefits combined):	Indicate Amount if other than Max: \$ _____		
Participant and Eligibility Requirements: (eligibility for all accounts, except HRAs, will be set as designated here, unless Class and/or Division setup requirement is indicated below).			
Waiting period and effective date together must not exceed 90 days . Select the employment requirement below that an eligible employee must meet at open enrollment, or at the time of hire. If eligibility is required by class, complete Class and Division Designation Form (TC-6180).			
<input type="checkbox"/> Waiting Period (enter # of Days): _____			
Effective Date:	<input type="checkbox"/> First of the month after waiting period ends <input type="checkbox"/> First day after waiting period ends <input type="checkbox"/> Same day when waiting period ends		
Additional Eligibility Requirements (select all that apply)			
Included	Excluded	N/A	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Members of bargaining units
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Full or part-time employees regularly scheduled to work at least _____ hours per week
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Seasonal employees regularly working at least _____ months within a year (6 mo max)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Employees under _____ years of age

BENEFIT ACCOUNT OFFERING SELECTIONS

Check all that apply:

<input type="checkbox"/> Healthcare FSA	<input type="checkbox"/> Dependent Care	<input type="checkbox"/> Retiree Billing
<input type="checkbox"/> Limited Purpose Healthcare FSA	<input checked="" type="checkbox"/> COBRA	<input type="checkbox"/> Health Reimbursement Arrangement (HRA)

FEE SUMMARY

Healthcare FSA, Limited Purpose FSA, Dependent Care, HRA Fee Summary

Level Count # of Boxes Checked Above (Excludes COBRA & Retiree Billing)	Tier	PPPM Fee FSA	Monthly Minimum Fee	Annual Membership Fee (Renewal Fee)
<input type="checkbox"/> Level 1: One Benefit Account <input type="checkbox"/> Level 2: 2+ Benefit Accounts	1	_____	_____	_____
COBRA, Retiree Billing Fee Summary	Per Health Eligible COBRA	COBRA QB Takeover Fee (If Applicable)	Monthly Minimum Fee	Annual Membership Fee (Renewal Fee)
	<u>\$1.00</u>	_____	_____	_____

BILLING INFORMATION

Select a payment method for your fees and complete the following information for the selected payment method:

Billing	Invoice
Administration, Membership, Renewal, and Package Fees	144528 44NORTH TASC LIST BILL
Billing Frequency:	Monthly

 Purchaser Initials
 Page 2



TC-6063-051519

Account Funding:If different bank accounts are required by benefit offering or by division, complete and attach *Bank Authorization & Designation Form (TC-6181)*☐ Use same ACH information as banking information above ↑☐ Use different ACH information as per below ↓

TASC will initiate ACH debits from the bank account and financial institution named in the amount funding section. Plan funding payments will be electronically deducted from the indicated bank account and automatically submitted on your scheduled payroll contribution dates.

Bank Name: _____

Bank Account Name: _____

Bank Routing Number: _____

Account Number: _____

Account Type: ☐ Business Checking ☐ Business Savings
☐ Personal Checking ☐ Personal Savings¹Includes, but not limited to; Set-Up Fees for Other Accounts Admin Fees for stand-alone HIPAA, ACA, POP, Self-Admin HRA, Self-Admin FSA, 5500s.²E-Pay is TASC's standard method for submission of *administration fees*. With E-Pay, TASC conveniently deducts your fees from your checking account. Simply complete the box above, signing where indicated. All written debit authorizations must agree that the Payer may revoke the authorization only by first notifying the Originator in the manner specified in the authorization. The language in the authorization represents the disclosure requirement associated with the clarification of OFAC economic sanction policies upon ACH Network Participants.**AUTHORIZATION**

The data and information are being provided to implement the services purchased. This data and information is subject to the terms of the TASC Universal Subscription Agreement (USA), including TASC's reliance on its timeliness and accuracy.

Purchaser Signature: _____ Date: _____

Title: _____

Distributor/Agent Name:	Advanced Benefit Solutions	TASC Provider ID #:	_____
List Bill # (if applicable):	_____	Retail Code (If applicable):	_____

INTERNAL USE ONLY:

Assist MyTASC ID: _____

Complete the applicable sections below based on benefit selections made above.**FLEXIBLE SPENDING ACCOUNTS** (check all that apply)☐ Healthcare FSA ☐ Limited Purpose Healthcare FSA (LPPFA)

NEW Plan:	Plan Start Date: ____/____/____	Plan End Date: ____/____/____
EXISTING Plan:	Plan Start Date: ____/____/____	Plan End Date: ____/____/____
	Current Participant Count: ____	ERISA Plan #: ____ <input type="checkbox"/> Mid-Year Plan Takeover
Name of Administrator: _____		
If you have a current FSA, indicate who will administer the plan's Grace and Runout period(s): <input type="checkbox"/> Prior Administrator <input type="checkbox"/> TASC		

Plan Contributions

Healthcare FSA	Minimum (if applicable): _____	Maximum Contribution: _____
Limited Purpose Healthcare FSA	Minimum (if applicable): _____	Maximum Contribution: _____

Plan Details

	Healthcare FSA		Limited Purpose Healthcare FSA	
Carryover (\$500 max)	<input type="checkbox"/> Yes	Amount: \$ _____	<input type="checkbox"/> Yes	Amount: \$ _____
Grace Period (75-day max) (not available for plans with Carryover)	<input type="checkbox"/> Yes	# of Days: _____ End Date: ____/____/____	<input type="checkbox"/> Yes	# of Days: _____ End Date: ____/____/____
Runout Period (default 90 days after Plan End Date)	<input type="checkbox"/> Yes	# of Days from Plan Year End: _____ Runout End Date: ____/____/____	<input type="checkbox"/> Yes	# of Days from Plan Year End: _____ Runout End Date: ____/____/____
Employer Contributions	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	

Purchaser Initials
Page 3


TASC USA PURCHASER DETAILS

If yes , enter \$ amount	\$ _____	\$ _____
If yes , frequency of Employer Contributions will be:	<input type="checkbox"/> Same as Employee Contribution Schedule <input type="checkbox"/> Other (List): _____ <input type="checkbox"/> No <input type="checkbox"/> Yes >> Open Enrollment Dates: _____ / _____ / _____ to _____ / _____ / _____	<input type="checkbox"/> Same as Employee Contribution Schedule <input type="checkbox"/> Other (List): _____ <input type="checkbox"/> No <input type="checkbox"/> Yes >> Open Enrollment Dates: _____ / _____ / _____ to _____ / _____ / _____
Allow Online Enrollment		
Termination		
For termination of employees in Section 125 plans, select the default for eligibility end date (last day a terminated employee may incur expenses):		<input type="checkbox"/> Termination Date <input type="checkbox"/> End of the Month of Termination <input type="checkbox"/> End of Plan Year
Terminated Participant Coverage Limited after participant's coverage paid through date? <i>If yes, End of Plan Year may not be listed as a default eligibility end date</i>		If yes , select coverage paid through date: <input type="checkbox"/> Termination Date <input type="checkbox"/> End of the Month of Termination <input type="checkbox"/> Last Payroll Date
Runout Period for Terminated Participants <input type="checkbox"/> End of Plan Runout <input type="checkbox"/> _____ Days after Eligibility End Date	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> End of Plan Runout <input type="checkbox"/> _____ Days after Eligibility End Date
Offer Employer-Sponsored Group Health Insurance to Employees?		<input type="checkbox"/> Yes <input type="checkbox"/> No
FSA Benefit Plan Co-pays		
<input type="checkbox"/> Office Visits List: _____ <input type="checkbox"/> Prescriptions List: _____		
Funding (funding type will default to ACH Debit on each pay date unless indicated otherwise)		
Number of contributions in 12-mo plan year: _____		
Employee Contribution Schedule:	<input type="checkbox"/> Weekly <input type="checkbox"/> Bi-Weekly (26) <input type="checkbox"/> Bi-Weekly (24) <input type="checkbox"/> Semi-Monthly <input type="checkbox"/> Monthly <input type="checkbox"/> Other: _____	
Contribution Dates:	First Contribution Date	Second Contribution Date
	_____ / _____ / _____	_____ / _____ / _____
Point of Disbursement Funding	Last Contribution Date	
	_____ / _____ / _____	
>> If Yes, select frequency for funding pulls:	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, a POD Addendum and Pre-fund is Required <input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Other (List): _____	

DEPENDENT CARE ACCOUNT

NEW Plan:	Plan Start Date: ____/____/____	Plan End Date: ____/____/____
EXISTING Plan:	Plan Start Date: ____/____/____	Plan End Date: ____/____/____
	Current Participant Count: ____	ERISA Plan #: ____ <input type="checkbox"/> Mid-Year Plan Takeover
Name of Administrator: _____		
If you have a current Dependent Care Account, indicate who will administer the plan's Grace and Runout period(s):		<input type="checkbox"/> Prior Administrator <input type="checkbox"/> TASC
Plan Contributions		
Annual Election:	Minimum (if applicable): ____	Maximum Contribution: ____
Plan Details		
Grace Period (75-day max)	<input type="checkbox"/> Yes	# of Days: ____ End Date: ____/____/____
Runout Period (default 90 days after Plan End Date)	<input type="checkbox"/> Yes	# of Days from Plan Year End: ____ Runout End Date: ____/____/____
Employer Contributions	<input type="checkbox"/> Yes <input type="checkbox"/> No >> If yes , enter \$ amount: ____	
If yes , frequency of Employer Contributions will be:	<input type="checkbox"/> Same as Employee Contribution Schedule <input type="checkbox"/> Other (List): ____	
Termination		



TASC USA PURCHASER DETAILS

For termination of employees in Section 125 plans, select the default for eligibility end date (last day a terminated employee may incur expenses):		<input type="checkbox"/> Termination Date <input type="checkbox"/> End of the Month of Termination <input type="checkbox"/> End of Plan Year (requires DCAP spend down amendment/plan option)	
Runout Period for Terminated Participants	<input type="checkbox"/> End of Plan Runout <input type="checkbox"/> _____ Days after Eligibility End Date		
Allow Online Enrollment?	<input type="checkbox"/> No <input type="checkbox"/> Yes >> Open Enrollment Dates: ____/____/____ to ____/____/____		
Offer Employer-Sponsored Group Health Insurance to Employees:		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Funding (funding type will default to ACH Debit on each pay date unless indicated otherwise)			
Number of contributions in 12-mo plan year: _____			
Employee Contribution Schedule:	<input type="checkbox"/> Weekly <input type="checkbox"/> Bi-Weekly (26) <input type="checkbox"/> Bi-Weekly (24) <input type="checkbox"/> Semi-Monthly <input type="checkbox"/> Monthly <input type="checkbox"/> Other: _____		
Contribution Dates:	First Contribution Date	Second Contribution Date	Last Contribution Date
	____/____/____	____/____/____	____/____/____
Point of Disbursement Funding	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, a POD Addendum and Pre-fund is Required		
>> If Yes, select frequency for funding pulls:	<input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Other (List): _____		

CONTINUATION OFFERINGS

COBRA - Plan Details

Plan Start Date:	<u>01/01/2019</u>			Purchaser Details must be received by the 15 th of the month prior to this start date. COBRA Addendum is needed if requested plan start date does not meet this requirement	
Total # of Employees (Pro-Rate for Part-Time):	_____				
Number of Takeover Qualified Beneficiaries (TQBs):	<u>0</u>	Number of Employees Enrolled in Group Benefits Plan:	<u>24</u>		
COBRA Benefit Account Offerings (select all that apply)					
<input type="checkbox"/> Include Takeover Qualified Beneficiaries (TQBs). >> If selected , please include TQB forms for each beneficiary					
<input type="checkbox"/> Include Additional Subsidiaries, Affiliates, or Divisions under TASC COBRA. >> If selected , complete boxes below:					
NAME	SEPARATE	NAME	SEPARATE		
1 _____	<input type="checkbox"/>	3 _____	<input type="checkbox"/>		
2 _____	<input type="checkbox"/>	4 _____	<input type="checkbox"/>		
Qualifying Events (QE) - When a COBRA Qualifying Event occurs, select when you would like the COBRA period to begin:					
<input checked="" type="checkbox"/> First of the month, following the Qualifying Event			<input type="checkbox"/> Day after the Qualifying Event		
<input type="checkbox"/> Other: _____					
Additional COBRA Services (fees apply)					
<input type="checkbox"/> Carrier Notifications (PS EOS Required)			<input type="checkbox"/> Other: _____		

RETIREE BILLING - Plan Details

Plan Start Date:	____/____/____			Purchaser Details must be received by the 15 th of the month prior to this start date.	
Number of Participating Retirees:	_____				
Retiree Billing Account Offerings (select all that apply)					
<input type="checkbox"/> Include Takeover Qualified Beneficiaries (TQBs). >> If selected , please include TQB forms for each beneficiary					
<input type="checkbox"/> Include Additional Subsidiaries, Affiliates, or Divisions under TASC Retiree Billing >> If selected , complete boxes below:					
NAME	SEPARATE	NAME	SEPARATE		
1 _____	<input type="checkbox"/>	3 _____	<input type="checkbox"/>		
2 _____	<input type="checkbox"/>	4 _____	<input type="checkbox"/>		
Qualifying Events (QE) - When a Qualifying Event occurs, select when you would like the Retiree Billing period to begin:					
<input type="checkbox"/> First of the month, following the Qualifying Event			<input type="checkbox"/> Day after the Qualifying Event		
<input type="checkbox"/> Other: _____					

Additional Retiree Billing Services (fees apply)☐ Carrier Notifications (PS EOS Required)☐ Other: _____**HEALTH REIMBURSEMENT ARRANGEMENTS (check all that apply)**☐ Health Reimbursement Arrangement (HRA)☐ Healthcare Premium Reimbursement Arrangement☐ Vision HRA☐ Stand-Alone HRA <50 EEs☐ Dental HRA☐ Ortho HRA☐ Wellness Reimbursement Arrangement

Effective Date: ____/____/____

Plan Information

Estimated # of New Plan Participants: _____

of Employees (FT+PT): _____

Existing HRA Plan in Place?

☐ Yes☐ No

If Yes, please provide the following information:

ERISA 3-Digit Plan #:

Current Participants:

Name of Current Administrator:

Runout for Terminated Participants:

☐ End of Benefit Plan Runout☐ _____ Days after Eligibility End Date

Allow Rollover:

☐ Yes >> If elected, select one timing:☐ After Runout End☐ Day 1 of New Plan Year☐ Available Balance (no Maximum)☐ Maximum Rollover (List): _____☐ % of Available Balance (List): _____**Plan Start**

Select and complete one of the following two options. Indicate the plan year dates and when TASC HRA administration begins. HRA plan year should match the medical plan year if applicable.

☐ New HRA Plan Year

Plan Start Date

Plan End Date

Runout (Max 365 days)

Plan Year:

____/____/____
Note: Plans need not run on the calendar year (i.e., January 1 – December 31)

____ Days

End Date ____/____/____

☐ Mid-Plan Year Takeover

Plan Start Date

Plan End Date

Runout (Max 365 days)

Plan Year:

____/____/____

____/____/____

____ Days

Service Start Date:

____/____/____

End Date

____/____/____

Plan Sponsor must submit an aggregate balance report of participant claims paid year-to-date to adjust the participant HRA balance.

HRA Benefit Account Offerings

Health Insurance Carrier Name:

Health Insurance Deductible Individual:

Health Insurance Deductible Family:

HRA Benefit Plan(s) Co-pays☐ Office Visits

List:

☐ Prescriptions

List:

Participant and Eligibility Requirements

Select an Eligibility requirement below. If eligibility is required by class, complete Class and Division Designation Form.

☐ Eligibility requirements include participation in the named Health Insurance Plan; - OR -☐ Eligibility requirements include (select all that apply below):☐ Part-time employees working at least _____ hours of work per week will be included (maximum 29 hours)☐ Current employees completing _____ months of service with the employer will be included (maximum 90 days)☐ New employees completing _____ months of service with the employer will be included (maximum 90 days)

Purchaser Initials

Page 6



TC-6053-051519

Benefit Account Reimbursement Options for Standard HRA's (Group sponsored health insurance required)

To ensure accuracy of reimbursement request processing for deductible, co-pay and/or coinsurance HRA Plan Designs, it is required the employee attach a copy of the Carrier's Explanation of Benefits (EOB). If the carrier does not provide an EOB, participants will be required to submit a copy of an online summary/statement in place of the EOB. **Select all that apply:**

- ☐ Medical deductible ☐ Co-insurance
☐ Prescription ☐ Co-Pays
☐ 213(d) (all qualified uninsured medical expenses – premiums excluded)

Plan Type (select only ONE option)

- ☐ Family Aggregate: Expenses can be shared by family members
☐ By Member: Embedded Deductible

TASC HRA Plan Participant and Employer Responsibility

- ☐ Employee Pays First (no card option)

Individual HRA Deductible \$ _____**Family HRA Deductible \$** _____**HRA Reimbursement
Schedule****Percentage****Dollar Amount Range****HRA Employer Reimbursed Amount**

_____%

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Premium Collection Form

Company Name City of Ishpeming

Client TASC ID: _____

Branch: _____

If you have multiple branches, subsidiaries, or locations and offer different benefit plans/premiums for each, please complete a separate form for each group.

PLEASE NOTE: To maintain compliance with federal law, TASC COBRA requires that any changes in rates must be submitted to TASC by the 15th of the month prior to the effective date. Failure to supply any changes in rates by this deadline will result in a delay of the effective date for the rate change. If received after the 15th of the month prior, implementation will be delayed at least until the first of the month following the month for which rates were received (ex.: rates received January 20 will generally be effective no earlier than March 1). TASC cannot charge Participants for retroactive premium changes. If you fail to communicate any changes in rates before TASC's deadline, you may have to pay the premium difference to your carrier. TASC will not have any liability for any losses in premium differences due to a Plan Sponsor's failure to communicate rate changes or corrections to TASC in a timely manner.

RETIREE BILLING SET UP INFORMATION (skip for COBRA plans)

Will TASC send election packets for Retiree Billing? ☐ Yes ☐ No
Will TASC provide payment coupons for Retiree Billing? ☐ Yes ☐ No
Does client want to charge 102% for the premiums? ☐ Yes ☐ No
Does client want to charge 150% for the disability premiums? ☐ Yes ☐ No (not an option for fully insured plans in MN)

Authorized Signature _____ Date _____

PLAN 1 INFORMATION

Effective Date: 1/01/2019

Plan Name: BCBSM/HRA/Delta Dental/VSP

Plan Type: ☒ Medical ☒ RX ☒ Dental ☒ Vision ☐ FSA (Healthcare Reimbursement Account) ☒ HRA ☐ EAP ☐ Life

Is this Plan bundled with another plan? ☐ No ☒ Yes, bundled with: BCBSM, ABS/44N, Delta Dental and VSP

(Please record detail under Plan 2 below. Depending on the format of bundled plans, TASC may have to display bundled plan names individually on election notices.)

Is this an existing plan for which the rates and setup are not changing? ☒ Yes (no other information needs to be completed for this plan) ☐ No

Is this a new plan? ☐ No, rate change for existing plan ☐ Yes ☐ And replaces benefit plan: _____

If this is a new carrier, have you authorized carrier to work with TASC on COBRA related-issues? ☐ Yes ☐ No (If no, please do so.)

Carrier Name: BCBSM, ABS/44N, Delta Dental and VSP

Group Number: _____

Boxed area needs to be completed only if carrier notifications have been arranged with TASC.

How will we notify Eligibility Contact: ☐ Email ☐ Fax

Please provide eligibility contact information below. ☐ Check box if carrier contact information has not changed since last renewal.

Contact Name: _____ Contact Title: _____

Contact Phone #: _____ Contact Fax #: _____ Contact Email: _____

☒ Self-funded ☒ Fully Insured What state is the plan written in? Michigan

Are dependents eligible for this plan? ☒ Yes ☐ No

When does group coverage terminate after qualifying event? ☐ Event Date ☒ Month End following Event Date ☐ Other _____

Monthly Premiums – Rates should not include 2% administration fee.

For FSA plans only, what is the Plan Year End Date: Not Applicable

If rates are based on coverage tiers:

☒ Single Only Age Rated - Grid Attached

☐ Single + Spouse _____

☐ Single + 1 Child _____

☐ Single + Children _____

☒ Single + Family _____

☒ Single + 1 Dependent _____

(If rates are age-rated or based on other composite factors, please attach table and indicate only plans that are in use.)

What date should be used to determine participant's age: X ☐ Date of Birth ☐ Plan Start Date

Which date of birth should be used to determine spouse's age: X ☐ Spouse DOB ☐ Participant's DOB



44North TASC Transition Frequently Asked Questions

Who do I and my employees go to with questions?

44North continues to be the one phone call you and your employees make for all your benefits questions. Your dedicated service team will have access to TASC's systems to review and assist with issues and inquiries.

Will my rates be changing?

Your rates will not change with the transition and through your first renewal. You will continue to receive your invoice from 44North for COBRA services with TASC. If you are currently under a bundled rate, inclusive of other 44North services, your bundled rate will not change.

44North administers my Health Reimbursement Arrangement (HRA). Will TASC be taking over administration of my HRA?

44North will continue to administer your HRA.

What does onboarding look like?

When the transition is made, you will receive a Welcome Kit which includes your plan administration forms. 44North will complete and submit setup forms to TASC.

A Business Associates Agreement and a Universal Subscription Agreement will be set up between you and TASC.

As part of the onboarding process, soon after you receive your Welcome Kit, we will invite you to attend a training session. During this one-on-one telephone session, you will learn how to navigate the website and features, will review the setup of your plan, and will have an opportunity to ask questions about your plan.

Once initiated, transition takes about 4 weeks. In addition to the telephone session, you will receive weekly email communications from the TASC transition team providing status, tools and participant notices and materials.

How will I update my employee enrollment information?

44North will continue to be the one point to submit your eligibility/enrollment updates for processing with all benefit providers/carriers. You can continue to submit changes as you always have been, and you also have two new options.

1. Online portal access to self-submit. You will be able to update enrollment via TASC's portal if you choose to. Training on use of the online portal will be provided during the onboarding process.
2. EDI feed. TASC's system can accept file feeds. Setup for EDI feeds will take longer to set up than the standard 4 week plan implementation. 44North will continue to process enrollments until the EDI feed is implemented.

I have current COBRA participants, how will they be transitioned?

44North will send notification to COBRA participants of the change in administration to prepare them for information they will receive from TASC, including portal access instructions and new payment coupons.

What if I or my employees submit information to 44North during or after the transition?

44North will coordinate with TASC to ensure any information received during or after transition is provided to TASC for processing.

2019 Officer and Employee Delegate Certification Form

MERS Annual Retirement Conference | October 3–4, 2019 | Grand Traverse Resort, Acme, MI

Please print clearly • Scan and attach this file when you register online • Retain a copy for your records

IMPORTANT: If you are not sending a delegate to Conference, please **DO NOT** submit this form. A **voting delegate registered** to attend the **MERS Retirement Conference** is **NOT** confirmed to have voting rights until this form has been uploaded with your online registration.

The voting delegate representative must be a MERS member, defined as an **active employee on payroll** who is enrolled in either a MERS Defined Benefit Plan, Defined Contribution Plan or Hybrid Plan.

1. Officer (and alternate) delegate information

The officer delegate (or alternate) shall be a MERS member who holds a department head position or above, exercises management responsibilities, and is directly responsible to the legislative, executive, or judicial branch of government.

Officer Delegate name

Officer Alternate name

Officer delegate and alternate listed above were appointed to serve at the 2019 MERS Annual Conference by official action of the governing body (or chief judge for a participating court) on _____, 2019.

2. Employee (and alternate) delegate information

The employee delegate (or alternate) shall be an employee member who is not responsible for management decisions, receives direction from management and, in general, is not directly responsible to the legislative, executive, or judicial branch of government.

Employee Delegate name

Employee Alternate name

Employee delegate and alternate listed above were elected to serve at the 2019 MERS Retirement Conference by secret ballot election conducted by an authorized officer on _____, 2019.

3. Certification

NOTE: Certification should be signed by a member of the governing body or chief administrative officer, or the chief judge for a participating court.

I certify that the officer delegate and alternate selections are true and correct, and the secret ballot election results for the employee delegate and alternate are true and correct.

Employer/municipality name*

Municipality number*

Email address

Employer address

Employer city

Employer state

Employer zip code

Signature of authorized authority*

Printed name

Title of authorized authority*

Date

* Required field

TIP: Scan and upload this completed form to your computer. Then attach it to your registration when you register online to attend the conference.
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Memorandum

To: City Council
CC:
From: Jim Lampman, Interim City Manager
Date: 7/5/2019
Re: Wages and Benefits for the City Manager Search

Hello,

As you may recall, the city manager position was officially removed from the MERS defined benefit retirement plan at the December 5, 2018 council meeting. The previous city manager was not a part of MERS and had a 13% of salary employer contribution made to a 457 plan through Nationwide. Generally, a 457 plan is used to supplement another qualified retirement plan. As we are currently in between city managers, now is a good time to make a change to the city manager retirement benefit. I recommend adopting a MERS defined contribution 401a qualified retirement plan for the city manager position, which requires approval of the attached MERS Defined Contribution Plan Adoption Agreement. This agreement currently has a 13% of salary employer match listed based on the what the previous city manager received, but council can always change the percentage if the body so chooses. Some of the benefits of instituting this MERS defined contribution plan for the city manager position are as follows:

- MERS to MERS service would apply, a benefit which can assist with attracting qualified candidates.
- Contributions are pre-tax and are considered separately from 457 contributions allowing the employee to contribute the maximum to each plan should the employee decide to participate in the 457 plan.

RECOMMENDATION: I recommend approving the MERS Defined Contribution Plan Adoption Agreement for the city manager position as presented.

As for the remaining wages and benefits for the city manager position, I recommend the city council appoint a two-member committee to review wages and benefits for the city manager position and make a recommendation to council. Staff may assist the committee as needed.

RECOMMENDATION: I recommend the city council appoint a two-member committee to review wages and benefits for the city manager position and make a recommendation to council.

Thank you,

Jim