

AGENDA

ISHPEMING CITY COUNCIL REGULAR MEETING

Wednesday, September 4, 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 (August 7th, August 21st)
 - b. Approval of Disbursements
 - c. Declare 356 library books as surplus property
 - d. Declare library computer equipment as surplus property
 - e. Declare computer equipment at City Hall as surplus property
 - f. Special Event Application and Parade Permit – Ishpeming High School Homecoming: 10-4-19
 - g. Reappointment of Kathy Mathias and Victor DePaoli to a three year terms on the Commission on Aging
8. Monthly Financial Statement Report
9. Agreement with the Lake Superior Community Partnership
10. Lease with the County of Marquette for space at the Recycling Center on Carson Road
11. MDOT State Trunkline Maintenance Contract (5 year)
12. Rural Development Water Improvement Project
 - a. Change Order #14- Contract II
 - b. Rural Development Draw #19
 - c. Engineering Amendment No. 3
13. Lake Bancroft Pavilion Project
 - a. Change Order #2
 - b. Pay Application #3
14. COBRA Administration Agreement
15. Uniform Traffic Code – Traffic Control Order
16. Request to purchase two police radios
17. Proclamation – October 2019 United Way Month
18. Old Business
19. New Business
20. Mayor and Council Reports
21. Manager's Report
22. Attorney's Report
23. Closed Session pursuant to MCL Sec.15.268(c) for strategy and negotiations connected with a collective bargaining agreement. (3 votes)
24. Closed Session pursuant to MCL Sec. 15.268(h) to consider material exempt from discussion or disclosure by State Statute (4 votes)
25. Adjournment



Jim Lampman, Interim City Manager

7C



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: 26 August 2019
RE: Items to be declared surplus

The Library has 356 books to be declared surplus property. An itemized list is attached.

Thank you,

Jesse Shirtz

Items to be delcared surplus - September 2019

AUTHOR	TITLE	PUB DATE
Abdel-Fattah	Where The Streets Had a Name	2008
Abramson	The use of lsd in psychotherapy and alcoholism	1967
Airgood	The Education of Ivy Blake	2015
Alcott	Little Women	1947
Almond	The True Tale of the Monster Billy Bean	2011
Anaya	An Introduction to Bless Me, Ultima (audio)	2007
Anderson	Is There Life on Other Worlds?	1963
Anderson	Heirs of the Force	1995
Anderson	Delusions of Grandeur	1997
Anderson	Prom	2005
Anderson	Catalyst	2002
Anderson	The Astonishing Life of Octavian Nothing	2008
Anhalt	Freefall	2010
Applegate	The Invasion	1996
Applegate	The Forgotten	1997
Applegate	The Predator	1996
Applegate	The Resistance	2000
Applegate	The Familiar	2000
Applegate	The Visitor	1996
Applegate	The Android	1997
Applegate	The Escape	1998
Applegate	The Solution	1998
Applegate	The Warning	1998
Applegate	The Secret	1997
Applegate	The Message	1996
Arcos	Out of Reach	2012
Arden	The Mystery of Wreckers' Rock	1986
Arden	The Mystery of the Smashing Glass	1984
Armstrong	On Your Own	1993
Arrathoon	Great Places	1998
Arrathoon	Great Places	1998
Arthur	Mystery of the Silver Spider	1967
Arthur	The Mystery of the Vanishing Treasure	1966
Ashby	Zombie Queen	2009
Asimov	Extraterrestrial Civilizations	1979
Austin	The First Fifty Years	1974
Ayarbe	Freeze Frame	2008
Babbitt	Tuck Everlasting	1975
Baglio	Dolphin Diaries	2000
Baglio	Sheepdog in the Snow	1995
Baglio	Wolf at the Window	2000
Baglio	Hamster in the Holly	1998
Barnes	The Squad: Perfect Cover	2008
Barnes	Tales of the Madman Underground	2009

Bateson	Being Bee	2006
Bauer	On my Honor	1986
Belden	The Mystery on Cobbett's Island	1964
Bell	Slipping	2008
Berk	The Dark Days of Hamburger Halpin	2010
Berne	Still Waters	2011
Beyer	The Star Guide	1986
Bial	Shadow Island	2006
Bildner	Buster	2007
Blum	Time's Arrow and Evolution	1951
Blume	Soupy Saturdays with the Pain and the Great One	2007
Blume	Here's To You, Rachel Robinson	1993
Bolton	Lichens for Vegetable Dyeing	1960
Bond	Paddington Takes the Test	1979
Bova	Closeup: New Worlds	1977
Bradley	Ruthie's Gift	1998
Brenna	Waiting for No One	2010
Brian	Endless	2014
Brian	Hereafter	2013
Brody	You can fight cancer and win	1977
Bronowski	The Common Sense of Science	1966
Brouwer	Devil's Pass	2012
Brown	Touch will tell	1979
Brown	Perfect Escape	2012
Bryant	Kaleidoscope Eyes	2009
Buckingham	The Seed Boys	2010
Buday	The History of the Christmas Card	1965
Bunting	Sharing Susan	1991
Burd	The Vast Fields of Ordinary	2009
Burgess	Ghost	2000
Burton	Natur's Nightlife	1982
Cabot	All American Girl	2002
Cabot	Project Princess	2003
Cabot	Ready or Not	2005
Cabot	Jinx	2007
Cabot	The Princess Present	2004
Cabot	Holiday Princess	2005
Cadieux	These are the Endangered	1981
Callahan	The Illusion of Eve	1965
Calonita	Secrets of My Hollywood Life	2006
Calonita	Secrets of My Hollywood Life:Paparazzi Princess	2009
Carey	The Mystery of the Cranky Collector	1987
Carey	The Mystery of the Trail of Terror	1984
Carr	Welcome to Wahoo	2006
Carranza	War of the Witches	2005
Carroll	Alice's Adventures in Wonderland	2011
Casimir	Chemistry	1988

Cassedy	Behind the Attic Wall	1983
Cassidy	Killing Rachel	2013
Cather	An Introduction to My Antonia (audio)	2006
Champagne	Facing Life Alone	1964
Chandler	Everlasting	2012
Chandler	Everafter	2013
Chandler	Dark Secrets 2	2001
Chow	Bitter Melon	2011
Christopher	Catch That Pass!	1969
Christopher	Master of Disaster	2001
Christopher	Wild Pitch	1980
Christopher	Tough to Tackle	1971
Clark	Mystery of the Missing Stamps	1967
Clarke	One Whole and Perfect Day	2006
Cleveland	The Mystery of Kawbawgam's Grave	1979
Cohen	Leverage	2011
Colasanti	Waiting for You	2009
Colasanti	When It Happens	2006
Colfer	Airman	2008
Connor	Alison Goes for the Gold	1995
Cooke	Little Wolf Slayer	1952
Cooney	I Know Who Likes You	2004
Cooney	Diamonds in the Shadow	2007
Cooney	Janie Face to Face	2013
Cooper	The Boggart	1993
Cooper	Seaward	1983
Coulumbis	Jake	2010
Cross	Tempest	2011
Cross	Timestorm	2014
Cross	Vortex	2012
Dahl	The BFG	1982
Damico	Croak	2012
Delcato	The Treatment and Prevention of Reading Problems	1959
Dewey	The Narrow Escapes of Davy Crockett	1990
Dickinson	The Ropemaker	2001
Dixon	Hardy Boys: A Killing in the Market	1988
Dixon	Hardy Boys: Nightmare in Angel City	1988
Dixon	Hardy Boys: The Number File	1988
Douglas	The American Book of Days	1937
du Nouy	The Road to Reason	1948
Dubowski	Toy Story	1995
Dunbar	The Gentle Wounds	2014
Duncan	The Encyclopedia of Ignorance	1977
Elmer	Into the Flames	1995
Engle	Silver People	2014
Farley	The Black Stallion Mystery	1957
Farley	The Black Stallion and the Girl	1971

Farley	The Black Stallion Returns	1945
Farley	The Young Black Stallion	1989
Farley	The Black Stallion	1941
Farley	The Black Stallion's Courage	1956
Finch	The art of Walt Disney	1975
Fitzgerald	An Introduction to The Great Gatsby (audio)	2008
Fleder	How to Use French Verbs	1977
Fosdick	Jesus of Nazareth	1959
Frank	Anne Frank: The Diary of a Young Girl	1967
French	Hitlet's Daughter	1999
Freymann-Weyr	My Heartbeat	2002
Fritz	Early Thunder	1967
Gaines	An Introduction to A Lesson Before Dying (audio)	2007
Gardner	Maggot Moon	2012
Gleason	The Clockwork Scarab	2013
Golden	Quasars, Pulsars, and Black Holes	1976
Graff	Lost in the Sun	2015
Greenberg	I Never Promised You a Rose Garden	1989
Greene	Owen Foote, Super Spy	2001
Greene	Falling into Place	2002
Greenwald	Rosy's Romance	1989
Greenwald	Valentine Rosy	1984
Greenwood	I Found Mouse	1994
Griffin	Loud Awake and Lost	2013
Hahn	The Doll in the Garden	1989
Hammett	An Introduction to The Maltese Falcon (audio)	2006
Hanson	Summer of the Stallion	1979
Harrington	Eclipse!	1997
Harris	Uncle Remus and His Friends	1892
Harrison	Sisu	1997
Harrison	Invasion of the Boy Snatchers	2005
Hartmann	Cycles of Fire	1987
Hartnett	Surrender	2005
Haywood	Betsy's Play School	1977
Hemingway	An Introduction to A Farewell to Arms (audio)	2006
Henry	The Time of the Shining Rocks	1999
Hill	Bo at Ballard Creek	2013
Hoban	Jim Hedgehog's Supernatural Christmas	1989
Hobbs	River Thunder	1997
Holder	Sweethearts & Valentines	1980
Holm	I am David	1963
Honeycutt	Invisible Lisa	1985
Humphrey	Stories of the World's Holidays	1923
Hurston	An Introduction to Their Eyes Were Watching God (audio)	2006
Hurwitz	The Adventures of Ali Baba Bernstein	1985
Hurwitz	Make Room for Elisa	1993
Ibbotson	The Secret of Platform 13	1994

Kenny	The Marshland Mystery	1962
Kidd	The Glitch	1985
Kim	The Lone Season of Rain	1996
King-Smith	The Invisible Dog	1993
Knox	Dreamhunter	2005
Knox	Dreamquake	2007
Korman	The Stowaway Solution	2005
Korman	on the Run	2005
Korman	Hunting the Hunter	2006
Korman	The Toilet Paper Tigers	1993
Kuehn	Charm and Strange	2013
Lanagan	Red Spikes	2007
Lawson	Ben and Me	1939
Le Guin	An Introduction to A Wizard of Earthsea (audio)	2008
Leavitt	My Book of Life by Angel	2012
Lee	An Introduction to To Kill a Mockingbird (audio)	2006
Leeuwen	The Great Summer Camp Catastrophe	1992
Leopold	A Sand County Almanac	1977
Lisle	Black Duck	2006
London	An Introduction to The Call of the Wild (audio)	2007
Lovelace	Betsy-Tacy and Tib	1941
Lovelace	Betsy and Joe High School Story	1948
Lovelace	Betsy and Tacy Go Over the Big Hill	1942
Lowry	The Birthday Ball	2010
Lynch	Freewill	2001
Lynch	Pieces	2013
Lynch	I Pledge Allegiance	2011
Magoon	The Rock and the River	2009
Magraw	Princess Megan	1995
Mahfouz	An Introduction to The Thief and the Dogs (audio)	2008
Manzano	The Revolutions of Evelyn Serrano	2012
Margenau	The Scientist	1964
Mariana	Miss Flora McFlimsey's Christmas Eve	1949
Marsh	Jepp, Who Defied the Stars	2012
Martin	Miss Manners	1979
Mazer	Te Amazing Days of Abby Hayes	2004
Mazer	The Amazing Days of Abby Hayes Some Things Never Change	2004
Mazer	The Best is Yet to Come	2004
McCormac	Surveying Fundamentals	1983
McCullers	An Introduction to The Heart is a Lonely Hunter (audio)	2007
Meyer	Festivals Europe	1954
Milford	The Broken Lands	2012
Miller	The Encyclopedia of Etiquette	1967
Miller	How to Lead a Life of Crime	2013
Mlynowski	Spells and Sleeping Rings	2007
Mlynowski	Frogs and French Kisses	2006
Mlynowski	Parties and Potions	2009

Moorcraft	Must the Seas Die?	1972
Naboo	Danger on Naboo	2000
Nesbit	The Railway Children	1957
Nichols	Betrayal	2011
Nichols	Deception	2010
Nichols	Surrender	2011
Olson	Of Time and Place	1982
O'Neill	Open marriage	1972
Osborne	Adaline Falling Star	2000
Ozick	An Introduction to The Shawl (audio)	2007
Parkinson	Something Invisible	2006
Paterson	Come Sing, Jimmy Jo	1985
Paulsen	The Cookcamp	1991
Paulsen	The Voyage of the Frog	1989
Paulsen	Prince Amos	1994
Paulsen	Dunc Breaks the Record	1992
Paulsen	Flight of the Hawk	1998
Paulsen	Coach Amos	1994
Paulsen	Cowpokes and Desperados	1994
Paulsen	Curse of the Ruins	1998
Payne	History of Costume	1965
Peck	A Year Down Yonder	2000
Peck	Soup	1974
Peck	Soup Ahoy	1994
Peck	Soup on Ice	1985
Perrett	Weapons of the Falklands Conflict	1982
Petersen	I Hate Camping	1991
Pfeffer	This World We Live In	2010
Pfeffer	The Shade of the Moon	2013
Pike	Spooksville	1995
Post	Emily Post's Etiquette	1992
Rankin	Dandelion Cottage	1977
Rapp	Punkzilla	2009
Rawlings	The Yearling	1975
Read	Ablaze	1993
Reed	Three Cheers for Keisha	1995
Reinfeld	Complete book of chess openings	1957
Reinhardt	The Things a Brother Knows	2010
Roberts	To Grandmother's House We Go	1990
Robinson	An Introduction to Housekeeping (audio)	2008
Robinson	The Best School Year Ever	1994
Robinson	The Best Christmas Pageant Ever	1972
Rockwell	How to Eat Fried Worms	1973
Rodda	The Valley of the Lost	2000
Rodgers	Summer Switch	1982
Rodgers	Freaky Friday	1972
Rogers	The Economic Interpretation of History	1909

Rosen	Speed of Light	1999
Rosoff	Picture Me Gone	2013
Rukl	Atlas of the Moon	1990
Rupp	Rules for Living	2008
Sachar	Dogs Don't Tell Jokes	1991
Sachar	Sixth Grade Secrets	1987
Sandler	Awakening	2013
Santos	The Sowing	2014
Schrefer	Threatened	2014
Scott	Grace	2010
Seamon	Somebody Up There Hates You	2013
Service	Winter of Magic's Return	1985
Sewell	Black Beauty	2011
Simons	Mushroom Growing	1972
Sinykin	Heather at the Barre	1995
Sinykin	Trapped Beyond the Magic Attic	1997
Smith	Bobby Baseball	1989
Smith	Grasshopper Jungle	2014
Smith	Cryptid Hunters	2005
Smith	Peak	2007
Sniegowski	Owlboy	2007
Snyder	The Christmas Tree Book	1976
Sobel	Panic on Wall Street	1969
Sobel	Angie's First Case	1981
Speare	The Witch of Blackbird Pond	1958
Steinbeck	An Introduction to The Grapes of Wrath (audio)	2006
Sullivan	Black Holes	1979
Sullivan	Golden Boy	2013
Symons	Silton Seasons	1975
Tamar	The Junkyard Dog	1995
Tan	An Introduction to The Joy Luck Club (audio)	2006
Taylor	Handbook of Wild Flower Cultivation	1963
Thompson	Wuftoom	2012
Thum	Airlift!	1986
Tolstoy	An Introduction to The Death of Ivan Ilyich (audio)	2007
Tomas	We Are Not the First	1971
Townsend	Cloudy-Bright	1984
Twain	An Introduction to The Adventures of Tom Sawyer (audio)	2008
Uchida	The Best Bad Thing	1983
Uspensky	The Little Warranty People	1994
Vail	Daring to be Abigail	1996
Vaught	Going Underground	2011
Vaught	Trigger	2006
Venkatraman	A Time to Dance	2014
Voigt	Homecoming	1981
Voigt	A Solitary Blue	1983
Volponi	Black and White	2005

von Braun	New Worlds: Discoveries from Our Solar System	1979
Weems	The Tornado	1977
Wesselhoeft	Adios, Nirvana	2010
Wharton	An Introduction to The Age of Innocence (audio)	2007
Wheeler	Renegade	2009
White	Stuart Little	1945
White	Perfect Lies	2014
Whitman	Star Wars Galaxy of Fear	1997
Wild	Fight Game	2007
Wiles	Countdown	2010
Wiles	Revolution	2014
Williams	First Grade King	1992
Windham	Rescue in the Core	2000
Windham	Festival of Warriors	2000
Windham	Podrace to Freedom	2000
Windham	The Bongo Rally	2000
Windham	Pirates From Beyond the Sea	2000
Winthrop	The Battle for the Castle	1993
Wolf	Zane's Trace	2007
Wolff	An Introduction to Old School (audio)	2008
Wolff	True Believer	2001
Wolff	Make Lemonade	1993
Wolverton	Capture Arawynne	2000
Wolverton	The Hunt for Anakin Skywalker	2000
Wolverton	Trouble on Tatooine	2000
Woodson	If you Come Softly	1998
Yolen	The Hostage Prince	2013
Yolen	Passenger	1996
Zim	Fishes	1956
	Christmas Decorations from Williamsburg's Folk Art Collection	1976



Ishpeming Carnegie Public Library

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

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MEMO

TO: Jim Lampman, Interim City Manager & City Council
FROM: Jesse Shirtz, Library Director
DATE: 30 July 2019
RE: Items to be declared surplus

The Library has 6 items to be declared surplus. These items have either been replaced with new purchases or are no longer usable by the library.

- 3 Dell Optiplex 745 computers with monitors, keyboards, and mice
- 1 Gateway Pentium 4 computer with keyboard & mouse, but no monitor
- 1 HP LaserJet Pro 400 color M451dn printer with new yellow & magenta cartridges
- 1 keyboard with PS/2 plug

Thank you,

Jesse Shirtz



7e

TO: City Council
FROM: James Lampman *[Signature]*
RE: City Hall Equipment to be declared surplus
DATE: August 28, 2019

5 HP Computer Towers

1 Dell Tower

1 Dell Scanner

1 HP Laserjet Printer (broken)

2 Ricoh Printer (broken)

HEPA Clean Max Vacuum (broken)

1 HP Deskjet Printer

1 Brother Printer (broken)

1 Keyboard (broken)

3 Monitors (broken)

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CITY OF ISHPERING

SPECIAL EVENT APPLICATION

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

Organization's

Name Ishpeming High School

Phone 906 485-5501

Organization Addresses 319 E. Division Street

Organization's Agent Carrie Meyer

Phone 906 201-2155

Agent's Title Superintendent of Schools

Agent's Address _____

Event Name 2019 Homecoming

Event purpose Homecoming Parade

Event Dates 10/4/19

Event Times 6:00 - 6:30 p.m.

Event Location Begin at Pearl Street end at Playgrounds

1. Type of Event:

☐ City Operated Event ☐ Co-Sponsored Event

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

☐ Political or Ballot Issue Event

7/21/15

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, ordinances and other laws which apply to this Special Event.

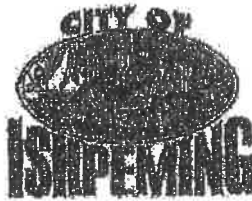
8/28/2019
Date

Carrie Meyer
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
Ishtepeming, Michigan 49849

7/21/15



PARADE PERMIT APPLICATION FORM

I, CARRIE MEYER, an official representative of (Name of Organization) ISHPeming HIGH SCHOOL hereby make application to conduct a parade on (date) FRIDAY,

10/4/19, It will begin at 6:00 P.M. and end at 6:30 P.M.

The parade will form at (location) AT THE MIDDLE SCHOOL ON PEARL STREET.

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

PEARL STREET EAST TO THIRD STREET. TURN NORTH ON THIRD STREET

TO CLEVELAND AVENUE. WEST ON CLEVELAND AVENUE TO FIRST STREET.

NORTH ON FIRST STREET TO EMPIRE STREET. WEST ON EMPIRE STREET TO

PLAYGROUNDS.

I wish to have parking restricted on the following streets: PEARL STREET (FROM SECOND STREET EAST TO FOURTH STREET.

I wish to have the following intersections blocked: SECOND STREET EAST - THIRD STREET SOUTH AT CLEVELAND - SECOND STREET AND FIRST STREET NORTH AT CLEVELAND - BANK STREET AND HEMATITE DRIVE, CANDA, ELY, HIGH, NORTH, EMPIRE, PINE AND OAK STREETS.

Estimated number of units to be in the parade: 10

Equestrian (horse) units: 0

Number of people provided to monitor the parade: 8

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: Carrie Meyer 8/28/2019

APPROVED BY:

Chief of Police: _____

City Clerk: _____

CITY OF ISHPEMING
POOLED CASH REPORT (FUND 999)
AS OF: AUGUST 28TH, 2019



FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<u>CLAIM ON CASH</u>					
101-000-009-000		CLAIM ON CASH	1,617,115.50 (	218,193.03)	1,398,922.47
202-000-009-000		CLAIM ON CASH	250,878.86	40,970.42	291,849.28
203-000-009-000		CLAIM ON CASH	241,797.57	17,550.04	259,347.61
206-000-009-000		CLAIM ON CASH	56,147.13	115.26	56,262.39
211-000-009-000		CLAIM ON CASH	225,058.88	0.00	225,058.88
220-000-009-000		CLAIM ON CASH	(72,024.65) (	146,428.36) (	218,453.01)
226-000-009-000		CLAIM ON CASH	178,465.45 (	178.29)	178,287.16
247-000-009-000		CLAIM ON CASH	(112,119.99)	0.00 (	112,119.99)
248-000-009-000		CLAIM ON CASH	123,608.84	16,680.52	140,289.36
268-000-009-000		CLAIM ON CASH	42,990.35	0.00	42,990.35
271-000-009-000		CLAIM ON CASH	1,177.94	0.00	1,177.94
401-000-009-000		CLAIM ON CASH	622,171.80 (	11,021.28)	611,150.52
590-000-009-000		CLAIM ON CASH	1,093,470.73	103,638.76	1,197,109.49
591-000-009-000		CLAIM ON CASH	124,336.92	54,633.18	178,970.10
661-000-009-000		CLAIM ON CASH	518,095.23 (	19,956.48)	498,138.75
TOTAL CLAIM ON CASH			4,911,170.56 (	162,189.26)	4,748,981.30
			=====	=====	=====

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	\$ 1,398,922.47	\$ 291,849.28	\$ 259,347.61	\$ 178,287.16	\$ 611,150.52	\$ 1,197,109.49	\$ 178,970.10
Revenues	2,245,700.87	444,864.05	189,781.42	423,362.92	503,071.70	943,331.48	2,592,133.20
Expenses	1,928,876.99	455,488.78	228,301.96	420,245.85	262,032.17	916,403.35	916,832.17
Net Income(Loss)	316,823.88	(10,624.73)	(38,520.54)	3,117.07	241,039.53	26,928.13	1,675,301.03
Fund Balance:							
Non-spendable	49,604.53	-	-	26,711.78	-	-	-
Restricted	-	291,849.28	259,347.61	-	611,150.52	-	-
Committed	33,960.00	-	-	-	-	-	-
Assigned	-	-	-	205,449.58	-	-	-
Unassigned	1,127,093.10	-	-	-	-	-	-
Inv in Capital Assets	-	-	-	-	-	8,925,587.00	6,137,865.00
Restricted for Debt	-	-	-	-	-	-	986,233.00
Unrestricted	-	-	-	-	-	368,520.19	(362,224.56)
Total Fund Balance	\$ 1,210,657.63	\$ 291,849.28	\$ 259,347.61	\$ 232,161.36	\$ 611,150.52	\$ 9,294,107.19	\$ 6,761,873.44

Notes:

1. All fringe benefits are paid from the General Fund and then allocated back to other funds based on a fringe benefit rate on a quarterly basis. The 2nd Quarter 2019 has been recorded.
2. - Depreciation expense has been recorded in the Sewer, Water, and Motor Pool Funds through August 2019.
3. State revenue sharing in the General Fund has been recorded through June 2019.
Paid by the state in 2-month increments with a 2-month lag.



AGREEMENT BETWEEN THE CITY OF ISHPEMING AND THE LAKE SUPERIOR COMMUNITY PARTNERSHIP, INC.

This Agreement is entered into this _____ day of _____, 2019, by and between the City of Ishpeming, a municipal corporation, pursuant to MCL 45.3, located at 100 E. Division Street, Ishpeming, MI 49849, and the Lake Superior Community Partnership, Inc., (LSCP) a non-profit 501(c) 6 corporation in the State of Michigan, located at 501 S. Front Street, Marquette, MI 49855.

WHEREAS, the City desires to assist and retain local industrial and commercial enterprises, encourage new enterprises, and create/retain jobs for all income ranges; and,

WHEREAS, the LSCP has been established to implement and carry out community and economic development; and,

WHEREAS, the City has encouraged the privatization of the City's economic development effort but still maintains a strong interest in accomplishing the public goals of economic development; and,

WHEREAS, the City wishes for economic development efforts to continue and goals to be attained; and,

WHEREAS, the City is empowered under the statutes of the State of Michigan to contract for services with private corporations for the advancement of a public purpose; and,

NOW, THEREFORE, the parties agree as follows:

1. Economic development services to be provided by the LSCP:
 - a. Apprise the City Council via written reports and/or presentation(s) on current issues affecting the economic environment of the county. Conduct data and policy analyses and provide technical support when requested by the Ishpeming City Council and/or City Manager;
 - b. Develop reports of an economic development nature, maintain databases in order to compile and assimilate requested information, conduct trend analysis to determine the impact of various changes at

the local, regional, state, federal, and international levels upon the county;

- c. Conduct follow-up action to assure the needs of potential businesses considering relocation or expansion within the city are met, act as the contact for individuals or companies seeking information on available buildings and building sites, incentives, and other economic development agencies within the city in an equitable manner;
 - d. Remain current on pertinent research and literature of economic development and local government issues, and continuously update knowledge and skills that are necessary for the proficient functioning of the economic development effort;
- 2. Tasks to be performed by the LSCP for City of Ishpeming (shown in Attachment A) will be updated each year if the City chooses to renew the agreement and will be included as an attachment to the agreement.
- 3. The City will pay the LSCP the amount of \$2,707 dollars with payment to be made annually within 30 days of signing of the contract for measurable progress in accomplishing economic development and marketing activities as described in Attachment A.
- 4. General Terms and Conditions of the Agreement
 - a. In performance of this Agreement, the LSCP shall be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture or associate of the City. The LSCP shall be solely responsible for the means, methods, techniques, sequences and procedures utilized in full performance of this agreement.
 - b. The LSCP shall comply with all federal, state and county requirements, including, but not limited to, MCL 141.421-141.440A (the ***Uniform Budgeting and Accounting Act***).
 - c. At least quarterly, the LSCP shall provide updates to the City regarding progress toward accomplishing the goals set out in this agreement.
 - d. An independent financial audit of LSCP shall be made available for review and inspection by the City Manager and City Council on an annual basis.
 - e. City of Ishpeming shall have a seat on the LSCP Board of Directors.

- f. This Agreement will terminate effective August 8, 2019 and may be extended for successive one-year periods upon such terms and conditions agreed upon in writing.
- g. This City or LSCP may terminate this Agreement upon 90-day written notice to the other party.

Dated: _____

Brett French, Chairman
Lake Superior Community Partnership

Dated: _____

Karl Lehmann, Mayor
City of Ishpeming

Attachment A

2019-2020 Agreed Upon Tasks

- a. Provide retention/expansion visits to a minimum of 15 businesses in the City of Ishpeming. Follow up with any business development services required to assist them. RECOMMEDATION: The new City Manager attend various retention visits with the LSCP staff to hear directly from the business community.
- b. Market available private sites & properties within the city to site selector database a minimum of 2 times per year. Focusing on Malton Rd. development. RECOMMEDNATION: LSCP and council/city staff develop a strategy for the Malton Road region. This should be consistent with the City's Redevelopment Ready Communities and Economic Development Master Plans.
- c. Highlight The City of Ishpeming's amenities in one of LSCP's site selector bimonthly newsletter.
- d. Provide to appropriate staff and council members weekly legislative updates and CEO newsletter.
- e. LSCP to work with city staff to complete the Redevelopment Ready Communities (RRC) certification.



10

TO: Ishpeming City Council Members

FROM: James Lampman

DATE: August 29, 2019

SUMMARY OF REQUEST:

The Sheriff's Departments Rescue 131 and Search and Rescue currently lease space at the State Police Post in Negaunee Township. As a result of winter damage to the properties, the State Police have given written formal notice that the lease will end September 23, 2019. Marquette County began looking for options to rent either for the immediate future or for a long term solution. Finding a long term lease space has been limited. However, the City of Ishpeming owns a 3,600 square foot pole barn. The City has indicated a willingness to lease 80% of the facility to Marquette County as it continues its search for a long term solution. The proposed lease terms are below.

It should be noted that Marquette County has been exploring the potential to construct its own pole barn facility on County owned land adjacent to the Marquette County Health Department. I have requested quotes for the construction of two pole or stick built building options. It is anticipated that the estimates will be received before the September 3rd County Board meeting. The contractor did indicate that they may be able to complete construction for a facility yet this year.

Given that the County may need to lease space until a final determination for constructing a new facility is made, I present the following:

- > 1 year lease with a 60-day notice of termination by either party at any time once a lease is signed. Any extension would be based on mutually agreeable terms.
- > County to lease 80% of the pole barn structure for a total of 2,880 SF
- > If the lease will continue into the winter months the County to provide leasehold improvement in the form of a larger propane heater. Unit to remain upon lease termination.
- > \$800 per month lease rate.
- > County to pay electric and propane
- > City to plow access to site as warranted. The County understands that this is secondary to normal plowing responsibilities, but arrangements would be made for a call out situation.

RECOMMENDATION: Authorize entering into the agreement as noted above.

11
CONTRACT NO. 2019-0706
REGION: SUPERIOR
AGENDA: DAB

MICHIGAN DEPARTMENT OF TRANSPORTATION
STATE TRUNKLINE MAINTENANCE CONTRACT
CITY OF ISHPEMING

This Contract, made and entered into this date of _____, by and between the Michigan Department of Transportation (MDOT), and the Michigan municipal corporation (Municipality) of the

City of Ishpeming.

RECITALS:

MDOT is authorized by 1925 PA 17 Section 2, MCL 250.62 to contract with the Municipality for the construction, improvement, or maintenance of state trunkline highways. MDOT, subject to the approval of the State Administrative Board; and

MDOT has so advised the State Transportation Commission and the Appropriations Committees of the Senate and House of Representatives in accordance with 1951 PA 51 Section 11c, MCL 247.661c; and

MDOT has affirmatively found that contracting with this Municipality for the maintenance of state trunkline highways and bridges within its contract area, is in the best public interest.

The parties agree as follows:

Section 1. ORGANIZATION, EQUIPMENT, AND FACILITIES

The Municipality will provide personnel, equipment, materials, and facilities to maintain the state trunkline highways and provide agreed upon services under the terms of this Contract. MDOT will review the Municipality's operation and organizational plan, annually, relative to the work to be completed under this Contract. MDOT will approve the plan if it meets MDOT's goals for the state trunkline system. The Municipality will furnish an organizational chart showing garage locations, all facilities including salt sheds, the names of supervisory personnel, and any other information incidental to the performance of this maintenance contract as required by the Region Engineer.

Section 2. SCOPE OF WORK

- A. The Municipality will perform maintenance work under the direction of the Region Engineer of MDOT or a designee of the Region Engineer, acting under the general direction of the Engineer of Transportation Systems Management Operations of MDOT. Maintenance and other work will be performed under the terms of this Contract and as covered by the Field Activity Budget, subsequent work plans, and Transportation Work Authorizations (TWAs), for each fiscal year, which are incorporated herein by reference. Work performed under this Contract will be performed in accordance with accepted maintenance practices and/or specifications provided by MDOT as identified in a written Letter of Understanding.
1. A written Letter of Understanding shall be drafted by MDOT and signed by both MDOT and the designated representative of the Municipality. The letter shall remain in effect until either replaced or modified by the Region Engineer and approved by the Municipality. The letter will outline the number and type of maintenance activities to be performed under this Contract (A sample Letter of Understanding is attached as Appendix F). The Letter of Understanding shall provide sufficient detail of the work activities to be performed, expectations or outcomes from the performance of this work, and identification of budget line items for budgeting and billing purposes.
 2. The executed Letter of Understanding and all subsequent approved revisions thereto, are incorporated herein by reference as if the same were repeated in full herein.
 3. If the Municipality is unable to perform any of the services outlined in the Letter of Understanding on a twenty-four (24) hour, seven (7) day-a-week basis, the Municipality will immediately notify MDOT. MDOT will work with the Municipality to ensure that the services defined in the Letter of Understanding are performed.
- B. When the Municipality inspects permits on MDOT's behalf or assists MDOT with a permit:
1. MDOT will require all Permit Applicants to "save harmless" the State of Michigan, Transportation Commission, MDOT, and all officers, agents, and employees thereof, and the Municipality, their officials, agents and employees, against any and all claims for damages arising from operations covered by the permit as a condition of all permits issued by MDOT.

2. MDOT will further require Permit Applicants to provide comprehensive general liability insurance, including coverage for contractual liability, completed operations, and/or product liability, X (Explosion), C (Collapse), & U (Underground), and a contractor's protective liability with a blasting endorsement when blasting is involved, or commercial general liability insurance which includes all the above, naming as additional parties insured on all such policies, the State of Michigan, Transportation Commission, MDOT, and all officers, agents, and employees thereof, the Municipality their officials, agents, and employees. The Permit Applicant will provide written proof of the insurance to MDOT. MDOT may waive this requirement for permits issued to governmental entities and public utilities or when specifically waived by the Municipality in writing.

3. The amounts of such insurance will be no less than:

Comprehensive General Liability:

Bodily Injury	--	\$500,000 each occurrence
	--	\$500,000 each aggregate
Property Damage	--	\$250,000 each occurrence
	--	\$250,000 each aggregate

Commercial General Liability Insurance:

\$500,000 each occurrence and aggregate

- C. TWAs may be issued by the Region Engineer for special maintenance work (work not covered by the Line Item Budget) and non-maintenance work. This work may be performed by the Municipality or a subcontractor as set forth in Section 9 of this Contract. TWAs will be performed in accordance with MDOT's accepted maintenance practices and specifications as specified on the TWA. The Municipality will provide the necessary supervision or inspection to assure that the work is performed in accordance with the TWA.

The Municipality and MDOT may agree to include additional maintenance items to be covered under this Contract. Such items may include, but are not limited to, maintenance of traffic control devices (signals), freeway lighting and intelligent traffic system (ITS). All such work will be listed in the Letter of Understanding, included in the line item budget and defined in a supplemental scope which will become an attachment to this Contract.

The Municipality shall be responsible for providing all traffic control necessary to complete the work as outlined in this Contract unless otherwise agreed to by MDOT.

The Municipality and MDOT may enter into separate agreements for the shared payment of installation, maintenance, and energy costs for traffic control devices.

- D. The Region Engineer is authorized to issue written orders, as necessary, for the performance of maintenance work under the provisions of this Contract.

Section 3. INTEGRATION OF STATE AND MUNICIPAL WORK

The Municipality will furnish qualified personnel and adequate equipment and may furnish materials, as set forth in this Contract, as needed to perform maintenance on state trunkline highways, consistent with MDOT's established core level of service for winter and non-winter maintenance activities, an approved annual budget, work plan, and work schedule. Personnel and equipment may be used on the local road system and state trunkline highways as conditions warrant.

Section 4. HIGHWAY MAINTENANCE CONTRACT ADMINISTRATOR

The Municipality hereby designates _____ as Contract Administrator on state trunkline highways, who will be responsible for budget and the administration of the Contract. In the event the Municipality desires to replace the Contract Administrator, the Municipality will notify MDOT within (30) days of the change in writing.

Section 5. SUPERVISION

The Municipality hereby designates, where applicable, the following:

Maintenance Superintendent (Streets): _____

Signal/Electrical Superintendent: _____

Storm Sewer Superintendent: _____

Other (Specify): _____

who will supervise all work covered by this Contract. In the event the Municipality desires to replace the designated contacts, the Municipality will notify MDOT within (30) days of the change in writing.

Section 6. WAGE SCHEDULE

Wages paid by the Municipality for work on state trunkline highways will be the same as on street work for the Municipality.

Premium Pay and Overtime Pay (specify under what conditions and percentage of regular rate paid if not specified in the attached labor agreement).

Pay for "show-up time" (Specify under what conditions and number of hours, if a minimum number is used and is not specified in the attached labor agreement).

No "stand by at home" pay will be included in charges for work on state trunkline highways.

MDOT will reimburse the Municipality for Direct Labor Overhead costs on all labor costs properly chargeable to MDOT, including but not limited to, vacation, sick leave, holiday pay, workers' compensation, retirement, social security, group life insurance, hospitalization, longevity, unemployment insurance, and military leave, hereinafter referred to as "EMPLOYEE BENEFITS," in accordance with Section 16.

Section 7. MATERIALS TO BE ACQUIRED AND SPECIFICATIONS

Material necessary for the performance under this Contract, may, at the option of the Municipality, be purchased by the Municipality unless otherwise directed by the Region Engineer. The Municipality will advertise and receive competitive bids when such purchases exceed Ten Thousand Dollars (\$10,000.00) or if required by federal or state law.

The Municipality will retain documentation that such bids were taken. Failure to retain documentation that such bids were taken may result in denial of reimbursement of the costs of such materials.

The following materials: bituminous pre-mixed materials, bituminous materials, aggregates (except ice control sand), bulk salt and traffic control devices used on state trunkline highways by the Municipality will conform to current or supplemental specifications of MDOT, unless otherwise approved in advance by the Region Engineer. The Region Engineer may require approval by MDOT'S Construction Field Services Division or by a laboratory approved by the Construction Field Services Division. Copies of approvals will be placed on file in the offices of the Municipality and the Region Engineer. If MDOT-owned materials are stored jointly with Municipality-owned materials, proper and adequate inventory records must be maintained by the Municipality, clearly indicating the portion that is MDOT-owned.

Section 8. PRICE SCHEDULE OF MATERIALS AND SERVICES

Materials produced and/or supplied by the Municipality including aggregates and bituminous materials, may be furnished at a firm unit price subject to approval of source and price by the Region Engineer. Firm unit prices are not subject to unit price adjustment by review.

The Municipality may change, add, or delete firm unit prices when requested in writing and approved by the Region Engineer at least sixty (60) days prior to the effective date of the change, addition, or deletion.

FIRM UNIT PRICES

<u>ITEM KIND</u>	<u>ITEM LOCATION</u>	<u>PRICE UNIT</u>	<u>PRICE INCLUDES*</u>	<u>PER UNIT</u>

Insert above, the following applicable number(s):

*Firm Unit Price Includes:

<u>Item Kind</u>	<u>Item Locations</u>
1. Processing/or Mixing Costs	1. Pit Site
2. Stockpiling/or Hauling to Stockpile Costs	2. Yard
3. Royalty Costs	3. Other (Describe)
4. Municipal Supplied Salt or Calcium Chloride (when used in a winter salt/sand mixture)	
5. Winter Sand	
6. Bituminous Costs	
7. Other (Describe)	

MDOT may review all records necessary to confirm the accuracy of the material quantities for all materials on the Firm Unit Price List shown above for which the Municipality requests reimbursement.

Items purchased from a vendor source or vendor stockpile for direct use on the state trunkline highways, are not eligible for firm unit price consideration and should be billed at vendor pricing.

Reimbursement for all materials supplied by the Municipality which are not included in the firm unit price schedule will be reimbursed in accordance with Section 16(D). MDOT may review all records for materials purchased from a vendor source or vendor stockpile for direct use on state trunkline highways.

Section 9. SUBCONTRACTS

The Municipality may subcontract any portion of the work to be performed under this Contract. Bid/price solicitation and subcontracts will be in conformance with the Municipality's contracting process, and applicable state laws, except as modified herein. All subcontracted work will require the Municipality to submit a Quotation Request for Services or Equipment (Form 426) along with relevant bid and contract documents and bid or quote tabulation.

All subcontracted work will be performed in accordance with the established Scope of Work outlined on Form 426 and any specifications developed by the Municipality and/or MDOT for said subcontracted work. The scope of work and specifications (if any) must be approved by the Region Engineer. The Municipality will provide the necessary supervision or inspection to assure the subcontracted work is performed in accordance with the scope of work and specifications. At no time will the Municipality pay for subcontracted work until the work has been inspected and approved for compliance with the scope of work and specifications.

Emergency work will be subcontracted based on a verbal approval given by the Region Engineer. The work must be supported by the subsequent submission of Form 426 upon completion of work. State Administrative Board approval is required within thirty (30) days of completion of emergency work for contracts of \$250,000 or greater.

It is the intent of the parties to extend the terms of the Contract if the subcontract work is in progress at the conclusion of the Contract term. This provision shall not apply if this Contract is terminated by the Municipality or MDOT.

Failure to obtain the necessary approvals or to retain the documentation that the bids, prices, or rate quotations were solicited as required under this Section, may result in a denial of the reimbursement of the costs.

For subcontracts involving the items of CLEANING DRAINAGE STRUCTURES, SWEEPING AND FLUSHING or GRASS AND WEED CONTROL, the Municipality will include a cancellation clause that will allow the Municipality to cancel the subcontract if funds are not made available by MDOT.

County and/or Municipality-based advantage programs (CBA Process) or any type of preference program that awards contracts based on criteria other than low bid through the competitive bidding process, will not be used for MDOT-funded projects.

The term of the subcontract will not exceed five (5) years; said term will include any time extensions.

The subcontract solicitation and approval process will be as follows:

- A. **Subcontracts \$24,999 or less:** The Municipality will solicit either a bid price, or rate quotation from three or more qualified sources. Documentation of solicitation from all qualified sources must be retained for at least three (3) years following final payment made for each subcontract. Region Engineer approval of Form 426 is required.
- B. **Subcontracts \$25,000 or greater:** The Municipality will advertise and award by competitive bid. Advertisements must clearly define contract term and location of work. Documentation of the solicitation from all qualified sources must be retained for at least three (3) years following final payment made for each subcontract. Region Engineer approval of Form 426 is required.

State Administrative Board approval is required prior to the execution of contracts that are \$500,000 or greater.

State Administrative Board requirements for Amendments (previously referred to as overruns, extra work and adjustments), are outlined in Appendix E, attached hereto and made a part hereof.

Section 10. NON-DISCRIMINATION

In connection with the performance of maintenance work under this Contract, the Municipality (hereinafter in Appendix C referred to as the "contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix C, attached hereto and made a part hereof. The Municipality further covenants that it will comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this Contract.

Section 11. ANTI-KICKBACK

No official or employee of the Municipality or of the State of Michigan will receive remuneration (directly or indirectly) for the purchase of materials, supplies, equipment, or subcontracts in connection with the performance of this Contract.

Section 12. SCOPE OF CONTRACT

It is declared that the work performed under this Contract is a governmental function which the Municipality performs for MDOT. This Contract does not confer jurisdiction upon the Municipality over the state trunkline highways encompassed by this Contract or over any other state trunkline highways. This Contract may not be construed to confer temporary or concurrent jurisdiction upon the Municipality over a state trunkline highway. Nothing inconsistent with the underlying statutory jurisdiction, duties, prerogatives, and obligations of MDOT is herein intended. The parties hereto further declare that this Contract is not made for the benefit of any third party.

Section 13. INSURANCE

- A. The Municipality will furnish MDOT with a certificate of automobile liability insurance, which complies with the No-Fault Automobile Insurance laws of the State of Michigan, MCL 500.3101, *et seq.* The Insurance coverage will include vehicles owned, leased or rented by the Municipality. Such insurance will not be less than Two Hundred and Fifty Thousand Dollars (\$250,000.00) for bodily

injury or death of any one person. Coverage for public liability, property damage, and combined single limit will also comply with the No-Fault Automobile Insurance laws of the State of Michigan. The Municipality will provide thirty (30) days notice to MDOT prior to cancellation, termination, or material change of the policy. The certificate of said insurance, on MDOT Form shall be submitted to MDOT on DEPARTMENT Form 428 (Certificate of Insurance for State Highway Maintenance Contract) covering public liability and property damage, indicating thereon the policy number, and the aforesaid thirty (30) days notice provisions and the limits of liability. The Municipality agrees to review its insurance programs with its statewide association in an attempt to obtain cost savings and efficiency for MDOT.

If the Municipality is self-insured, a copy of the Secretary of State's Certificate of Self-insurance will be submitted to MDOT.

- B. In the event the Municipality receives a Notice of Intent to File Claim and/or any complaint filed by a person seeking to recover damages from the Municipality for its alleged acts or omissions on a state trunkline highway, the Municipality will provide a copy of such notice to the Assistant Attorney General, within fifteen (15) days of receipt of said notice or complaint. The Notice of Intent to File Claim and/or any complaint filed by a person seeking to recover damages from the Municipality will be sent to:

Assistant Attorney General
Division Chief
Transportation Division
Van Wagoner Building - 4th Floor
425 West Ottawa Street
P.O. BOX 30050
Lansing, Michigan 48909

Thereafter, the Municipality will provide copies of pleadings and other information regarding the claim or lawsuit when requested by an Assistant Attorney General

SECTION 14. WORKERS' DISABILITY COMPENSATION

The Municipality will comply with the Michigan Workers' Disability Compensation Law for all employees performing work under this Contract, MCL 500.3400, *et seq.*

SECTION 15. BUDGET GUARANTEE

Each MDOT fiscal year, a winter and non-winter maintenance budget will be prepared separately. These budgets will be established by the Region Engineer within guidelines established by MDOT. Prior to the development of an annual budget by the Region Engineer, the Municipality and MDOT will meet and develop a proposed work plan including a schedule for routine maintenance and the associated cost of the work plan for the coming year. This proposed work plan will be broken down by month and form the basis of the non-winter maintenance budget for the Municipality for the next fiscal year. The non-winter budget will be balanced over all twelve months of the fiscal year. The budget will be adjusted each month to address budget overruns and under-runs to ensure that total Municipality budget is not exceeded. MDOT will work with the Municipality to reach agreement on the components of this annual work plan, taking into consideration the features and conditions of the state trunkline system within the Municipality's contract area, as well as the size of the Municipality's staff that is available for state trunkline Highway maintenance. MDOT and the Municipality will identify maintenance activities that can be performed in the winter months when not performing winter maintenance.

The Municipality will work with MDOT to develop an annual priority plan for scheduling work over the term of this Contract consistent with MDOT'S road preservation objectives.

MDOT will establish the winter maintenance budget based on a five (5)-year average of winter expenditures which includes the costs for labor, fringe benefits, equipment, MDOT Salt Stores, Municipality supplied road salt, winter sand, other de-icing chemicals and overhead.

The Region Engineer and the Municipality will review the non-winter maintenance budget together at least every other month. This review will cover work planned and conducted, work planned and not conducted, and the current status of the non-winter maintenance budget. Any adjustments to the proposed work plan to curtail or expand operations to meet budget limitations will be covered in this budget review. During winter operations, the winter budget will be reviewed monthly by the Region Engineer and the Municipality.

MDOT and the Municipality will meet between March 1 and May 15 of each budget year to discuss a supplemental summer program. The supplemental summer program will be funded by the remainder of the winter budget. During this meeting, participants will estimate the remainder of the winter budget, review the status of current and future bills for winter maintenance and propose a supplemental summer. The proposed work activities will be prioritized to support MDOT'S preservation strategy as indicted in Appendix G.

SECTION 16: REIMBURSEMENT SCHEDULE REQUEST FOR REIMBURSEMENT

MDOT will reimburse the Municipality for the following costs incurred in the performance of routine maintenance, non-maintenance, and all other work covered by this Contract, except as set forth in Sections 18, 19, 20, and 21. To be eligible for reimbursement under this Section, costs must be submitted to MDOT prior to the start of the review for each respective year of the Contract period.

- A. MDOT will reimburse the Municipality for the cost of all labor employed in the performance of this Contract. The reimbursement will include the expense of permit inspections, field and office engineering, and reviewing expenses in connection with force account work by subcontractors.
- B. MDOT'S share of the cost of EMPLOYEE BENEFITS as referred to in Section 6 as a percentage of payroll. The percentage shall be developed using MDOT Form 455M (Report of Employee Benefit Costs for the Municipality) and shall conform with the general accounts of the Municipality on the Municipality's previous fiscal years' experience. These charges are subject to review in accordance with Section 25.
- C. MDOT'S share of the actual cost of Municipality owned or purchased energy.
- D. MDOT will reimburse the Municipality for the cost of purchased bulk (measured by volume or weight) materials and Non-Bulk (measured by area or count) material used in the performance of this Contract. The Municipality shall deduct all discounts or rebates in excess of two percent (2%), to establish the reimbursed cost.
- E. MDOT will reimburse the Municipality for the cost of handling materials furnished by the Municipality and materials furnished by MDOT as follows:
 - 1. **Bulk Items (measured by volume or weight):**
The direct expenses of handling, such as unloading, processing, stockpiling, heating or loading of materials measured by volume or weight in bulk, bags or drums such as aggregates, bituminous materials and chemicals, on condition that reimbursement of such expenses is not provided elsewhere herein, provided that these costs can be identified within the records of the Municipality. When bulk items paid for by MDOT are co-mingled with the Municipality's materials, MDOT will only reimburse the Municipality for the cost of handling the portion expected to be used on the state trunkline highways. The Municipality will establish a rate of use annually, based on the previous year's use to

identify MDOT's share of handling cost. The Municipality's established rate is subject to adjustment by review.

2. Non-Bulk Items (measured by area or count):

A five percent (5%) handling and storage charge may be added to the purchase price of all materials measured by area or count provided such materials are stocked in and distributed from approved storage facilities. When reported by the Municipality, charges for handling and storage in excess of five percent (5%) will be reimbursed to the Municipality upon review, provided that these charges can be identified and supported within the records of the Municipality.

- F. Equipment owned by the Municipality will be reimbursed at the established rental rates found in Schedule C, Report 375 Equipment Rental Rates, issued annually by MDOT. Rented equipment will be reimbursed at actual cost for the equipment rental.
- G. MDOT will reimburse the Municipality for the amounts paid by the Municipality to a subcontractor as set forth in Section 9.
- H. MDOT will reimburse the Municipality for the cost of labor, materials, and equipment rental incurred in connection with engineering, supervision, and inspection of subcontract work.
- I. Overhead in Accordance with Attached Overhead Schedule.

MDOT will reimburse the Municipality for overhead costs at the appropriate percentage rate as indicated in Appendix B. The overhead rate shall be based upon the original annual budget established for the Municipality and shall not change.

The overhead amount payable under Section 16(I) is reimbursement to the Municipality for all costs and expenses arising out of the performance of this Contract not specifically described in other sections of this Contract. This reimbursement includes salary and expenses (including transportation) of the Maintenance Superintendent (except as noted in Section 16(K)), salaries of clerical assistants, including radio communication staff, office expense, storage rentals on Municipality owned property, and the cost of small road tools. Work tools without a power assist and used in a road or a bridge maintenance activity, are considered small road tools. Small road tools do not have an equipment rental rate listed in Schedule C, Report 375, Equipment Rental Rates. Small road tools are reimbursed as an overhead cost.

- J. MDOT will reimburse the Municipality for MDOT'S pro-rata share of the cost to maintain chemical storage facilities as provided for in the chemical storage facility contracts between the Municipality and MDOT.

- J. MDOT will reimburse the Municipality for MDOT'S pro-rata share of the cost to maintain chemical storage facilities as provided for in the chemical storage facility contracts between the Municipality and MDOT.
- K. Requests for reimbursement to be made at least bi-monthly (every other month) on the basis of certified statement of charges prepared and submitted by the Municipality within thirty (30) days from the end of each bi-monthly period on forms furnished by MDOT or using an equivalent approved alternative format. Costs submitted beyond sixty (60) days from the end of each bi-monthly period will include written justification for the delay and will be paid only upon approval of the Region Engineer. Upon written request to the Region Engineer, payment may be made to the Municipality on a monthly basis, after submission to MDOT of certified statements of costs for each monthly payment period. Municipalities with a line item budget contract of \$100,000 or greater **shall** submit request for reimbursement on a **monthly** basis through MDOT'S Local Agency Payment System (LAPS).
- L. The Municipality will be reimbursed as a direct cost for work performed by the Maintenance Superintendent making regular inspections of state trunkline highways in accordance with written instructions from the Region Engineer. This time shall be specifically recorded on daily time sheets and reported as a direct labor charge.

It is further agreed that in smaller municipalities, the Maintenance Superintendent designated above may at times be engaged in tasks other than those of a strictly supervisory nature, such as operator of a truck or other highway equipment. The Municipality may be reimbursed for this time worked on state trunklines, provided that all such time for non-supervisory work is specifically recorded on the daily time sheet and reported on the Maintenance Payroll Report Form 410A. The exact dates on which the Maintenance Superintendent so worked, the number of hours worked, and the number of hours worked under each classification shall be indicated on the Maintenance Payroll Report Form 410A.

SECTION 17: ELECTRONIC FUNDS TRANSFER

Public Act 533 of 2004 requires that payments under this Contract be processed by electronic funds transfer (EFT). The Municipality is required to register to receive payments by EFT at the SIGMA Vendor Self Service (VSS) website (www.michigan.gov/SIGMAVSS).

SECTION 18: SNOW HAULING

MDOT will share in the cost of snow hauling if each snow hauling effort is approved by the Region Engineer. MDOT'S share of snow hauling will be determined based on the ratio of area designated for traffic movement to the total area of the state trunkline highway right-of-way within the agreed upon area of snowhaul. MDOT will subtract the area of parking lanes and sidewalks from the total area of the state trunkline highway right-of-way to determine the area designated for traffic movement. MDOT'S reimbursement for snow hauling from state trunkline highways, based upon this calculation, is paid at the rate of _____ percent (%) of actual charges supported by proper documentation. The frequency (annually, each storm, etc.) will be at the discretion of the Region Engineer. The Municipality should denote snow hauling charges as Activity 149, Other Winter Maintenance, on Trunk Line Maintenance Reports. A prior written authorization for each snow haul event from the Region Engineer shall be required and kept on file for review purposes.

The Municipality agrees that it will prohibit additional snow from being deposited on the highway right-of-way from side streets.

SECTION 19: PAVEMENT MARKING

Compensation for the item of PAVEMENT MARKING will be made on the basis of actual expenditure only, except in no case will the Municipality be compensated for a total expenditure in excess of the amount designated for PAVEMENT MARKING in the Line Item Budget for the appropriate MDOT fiscal year. Compensation for PAVEMENT MARKING is limited to only painting authorized by the Region Engineer. The Municipality shall not include charges for curb painting in the routine maintenance cost for state trunkline maintenance.

SECTION 20: COMPENSATION FOR AESTHETIC WORK ITEMS

Compensation for the items of SWEEPING AND FLUSHING, GRASS AND WEED CONTROL and ROADSIDE CLEAN UP will be made on the basis of actual expenditures only, except that in no case will the Municipality be compensated for a total expenditure in excess of the budget amount designated each of these three work activities on the Summary of the Field Activity Budget for the appropriate MDOT fiscal year.

The number of work operations for each of these three activities will be agreed upon between the Municipality and Region Engineer; and reflected in each line activity budget amount.

SECTION 21: TREES AND SHRUBS

Except for emergency work, the Municipality must request MDOT'S written approval to remove dead trees and/or trim trees prior to the start of work. MDOT will pay all costs to remove dead trees. MDOT and Municipality shall equally share costs when state and local forces combine efforts to trim trees within the trunkline right-of-way as approved by the Region Engineer.

SECTION 22: EQUIPMENT LIST

The Municipality will furnish MDOT a list of the equipment it uses during performance under this Contract, on MDOT form 471 (Equipment Specifications and Rentals.) This form shall be furnished to MDOT no later than February 28 of each year.

SECTION 23: RECORDS TO BE KEPT

The Municipality will:

- A. Establish and maintain accurate records, in accordance with generally accepted accounting principals, of all expenses incurred for which payment is sought or made under this Contract, said records to be hereinafter referred to as the "RECORDS." Separate accounts will be established and maintained for all costs incurred under the state trunkline maintenance contract. The Municipality will retain the following RECORDS, and others, in accordance with generally accepted accounting principles:
 1. Retain daily timecards or electronic timekeeping files for employees and equipment indicating the distribution of time to route sections and work items. Daily timecards must be signed by the employee, the immediate supervisor and by the timekeeper when the timekeeper is employed. If the Municipality uses crew-day cards, it will retain crew-day cards backed by a time record for the pay period signed as above, in lieu of daily individual timecards detailing the time distribution. If the Municipality uses electronic timekeeping, it will retain data files detailing time distribution and assigned supervisor approval.
 2. Retain properly signed material requisitions (daily distribution slips) which indicate type of material, quantity, units of measure, the date of distribution and the distribution to route sections and work items.

3. Retain additional cost records to support and develop unit cost charges and percentages as applied to invoice costs. No such cost records are necessary in support of the overhead percentage or the five percent (5%) handling charge.
- B. The Municipality will maintain the RECORDS for at least three (3) years from the date of MDOT'S receipt of the statement of charges for the quarter ending September 30 of each year of this Contract period. In the event of a dispute with regard to the allowable expenses or any other issue under this Contract, the Municipality will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals for that decision has expired.

Representatives of MDOT may inspect, copy or review the RECORDS at any mutually acceptable time. However, the Municipality cannot unreasonably delay the timely performance of the review.

SECTION 24: COST CERTIFICATION, REIMBURSEMENT AND ADJUSTMENT

The Municipality hereby certifies that, to the best of the Municipality's knowledge, the costs reported to MDOT under this Contract will represent only those items which are properly chargeable in accordance with the Contract. The Municipality also hereby certifies that it has read the Contract terms and is aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.

SECTION 25: CONTRACT REVIEW AND RESPONSE

The Municipality's records will be subject to review/audit within the statute of limitations, and the review/audit period will coincide with the Municipality's fiscal year, unless the Contract is terminated or not renewed. The term "review/audit" hereafter will be referred to as "review".

Charges by the Municipality for maintenance of state trunkline highways and authorized non-maintenance work performed under this Contract will not be adjusted (increased or decreased) by review after twenty-four (24) months subsequent to the date of MDOT'S receipt of certified statement of charges for the quarter ending September 30 of each year of this Contract period. This limitation will not apply in case of fraud or misrepresentation of material fact or if mutually agreed to in writing.

The firm unit prices for aggregates and bituminous materials that are processed and furnished by the Municipality will not be subject to adjustment.

If any adjustments are to be made, the Municipality will be notified of the tentative exceptions and adjustments within the above twenty-four (24) month period. The twenty-four (24) month period is intended only as a limitation of time for making adjustments and does not limit the time for payment of such amounts. In the event that a review performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, MDOT will promptly submit to the Municipality a Notice of Review Results and a copy of the Review Report, which may supplement or modify any tentative findings communicated to the Municipality at the completion of a review.

Within sixty (60) days after the date of the Notice of Review Results, the Municipality will:

1. Respond in writing to the responsible Bureau of MDOT indicating whether or not it concurs with the Review Report;
2. Clearly explain the nature and basis for any disagreement as to a disallowed item of expense; and
3. Include a written explanation as to any questioned item of expense. Hereinafter, the "RESPONSE" will be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned item of expense. Where the documentation is voluminous, the Municipality may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the Contract.
4. The Municipality agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to make a final decision to either allow or disallow any items of questioned cost.

MDOT will review submitted RESPONSE and attached documentation from the Municipality. MDOT will reply in writing acknowledging receipt of the Municipality RESPONSE. The submitted RESPONSE and attached documentation from the Municipality will be referred to the MDOT Appeal Panel. See Section 26, "Dispute Resolution Process".

SECTION 26: DISPUTE RESOLUTION PROCESS

A. Contract Disputes

For review disputes refer to Section 26 (B) below, all other disputes between the parties shall be resolved under the terms of this section. It is the intent that each party may communicate concerns relative to the contract and resolve any issues as they arise. After a contract issue has been resolved, a summary of the agreed upon resolution shall be jointly drafted and distributed. Some issues may require ongoing communication to resolve and may become an item for negotiation during the next review and renegotiation of the contract.

If the parties are unable to resolve any dispute, the parties must meet with the Engineer of Operations, Operations Field Services Division or designee. The following are steps to resolve the dispute without the need for formal legal proceedings:

- 1) The representative of the Municipality and MDOT must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter at issue which the parties believe to be appropriate and germane in connection with the dispute. The representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any legal proceeding.
- 2) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract shall be honored in order that each of the parties may be fully advised of the other's position.
- 3) The specific format for the discussions shall be left to the discretion of the designated Municipality and MDOT representatives but may include the preparation of agreed upon statement of fact or written statements of position.
- 4) Statements made by the Municipality or MDOT during Dispute Resolution may not be introduced as evidence by either party in any judicial action related to or under this Contract.
- 5) In cases where disputes have not been resolved, any remaining issues will be referred to the MDOT Appeal Panel which consists of four Bureau Directors, three of which will constitute a quorum.
- 6) Every effort will be made to complete this process within 90 calendar days by both parties.

B. Review Disputes

For Review Disputes the submitted RESPONSE and attached documentation from the Municipality will be referred to the MDOT Appeal Panel. The Appeal Panel consists of four Bureau Directors, three of which will constitute a quorum.

- 1) MDOT will provide the Municipality with an opportunity to appear before the Appeal Panel to explain and support their RESPONSE.
- 2) If, after an Appeal Panel written decision, the Municipality will either accept the decision or file a lawsuit in a court of proper jurisdiction to contest MDOT's decision. The filing of a lawsuit must be initiated by the Municipality within thirty (30) days of the receipt of the Appeal Panel's written decision. MDOT will not withhold or offset the funds in dispute if the Municipality files a lawsuit in a court of proper jurisdiction.
- 3) If the Municipality fails to repay an overpayment or reach an agreement with MDOT on a repayment schedule within the thirty (30) day period, the Municipality agrees that MDOT will deduct all or a portion of an overpayment from any funds due the Municipality by MDOT under the terms of this Contract.
- 4) Every effort will be made to complete this process within 60 calendar days by both parties.

This section shall not be construed to prevent either party from initiating, and a party is authorized to initiate, an action for breach of this Contract or for any other relief allowed by law earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to the other party, or under Injunctive Relief below. In the event that a dispute is not resolved through the Dispute Resolution Process, either party may initiate an action for breach of this Contract, or any other relief allowed by law in a court of proper jurisdiction. Time periods may be extended if mutually agreed upon by both parties.

Injunctive Relief

The only circumstance in which disputes between MDOT and the Municipality shall not be subject to the provisions of this Dispute Resolution Process is when a party makes a good faith determination that it will suffer irreparable harm due to a breach of the terms of the Contract by the other party and that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in Section 28.

SECTION 27: TERM OF CONTRACT

This Contract will be in effect from October 1, 2019 through September 30, 2024.

SECTION 28: BUDGET REDUCTION, TERMINATION OR NON-RENEWAL OF CONTRACT

- A. For convenience and without cause, MDOT may reduce the budget, terminate, or choose not to renew this Contract, if written notice is given to the Municipality at least one (1) year prior to the beginning of the Contract year to which the budget reduction, termination, or expiration applies. One year from the date of such notice shall be deemed the termination date of the Contract.

The Municipality may reduce the budget, terminate, or choose not to renew this Contract if one (1) year's written notice, prior to the effective date of budget reduction, termination, or expiration is given to MDOT. One year from the date of such notice shall be deemed the termination date of the Contract.

- B. Upon termination of this Contract "for cause" or any reason, the Municipality must, for a period of time specified by MDOT (not to exceed 90 calendar days), provide all reasonable transition assistance requested by MDOT, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to MDOT or its designees. This Contract will automatically be extended through the end of the transition period.

SECTION 29: STATE OF MICHIGAN ADMINISTRATIVE BOARD RESOLUTION

The provisions of the State Administrative Board Resolution 2017-2, April 25, 2017, as set forth in Appendix D, attached hereto and made a part hereof.

SECTION 30: CONTRACTUAL INTERPRETATION

All capitalized words and phrases used in this agreement have the meaning set forth in Appendix A.

All words and phrases not specifically defined in Appendix A shall be construed and understood according to the ordinary meaning of the words used, but technical words and phrases shall have the meanings set forth in MDOT's publications, manuals, advisories, or guides, as applicable. If no MDOT publication, manual, advisory or guide is applicable, such technical words shall be construed and understood according to the usual and accepted meaning used in the industry or field to which they relate. In case of any discrepancies between the body of this Contract and any appendices attached hereto, the body of this Contract will govern.

SECTION 31: AUTHORIZED SIGNATURE(S)

This Contract will become binding on the parties and of full force and effect upon signing by the duly authorized official(s) of the Municipality and of MDOT and upon adoption of a resolution approving said Contract and authorizing the signature(s) thereto of the respective official(s) of the Municipality, a certified copy of which resolution will be sent to MDOT with this Contract, as applicable.

CITY OF ISHPEMING

BY: _____
TITLE:

BY: _____
TITLE:

MICHIGAN DEPARTMENT OF TRANSPORTATION

BY: _____
TITLE: MDOT Director

APPENDIX A
MICHIGAN DEPARTMENT OF TRANSPORTATION
MUNICIPALITY CONTRACT
DEFINITIONS

ANNUAL WORK PLAN: A schedule developed by the Municipality, and a Region Engineer designee, of the routine maintenance work to be performed annually on state trunklines by the Municipality.

BUDGET/FIELD ACTIVITY BUDGET: Both items are defined as the budgeted amount distributed to the Municipality at the beginning of the fiscal year (October 1).

CHEMICAL STORAGE FACILITIES: Bulk salt storage buildings.

COMPONENTS OF AN ANNUAL WORK PLAN: An outline of agreed upon maintenance activities to be performed to meet the needs of the trunkline. The components of this plan shall be a list of prioritized maintenance needs and a general break-down of how the Municipality's budget will be applied to the standard maintenance activity groups to facilitate work on the maintenance needs.

DEPARTMENT: Means the Michigan Department of Transportation.

MDOT APPEAL PANEL: A panel comprised of four Bureau Directors responsible for deciding Contract disputes, three of which will constitute a quorum.

EQUIPMENT SPECIFICATIONS AND RENTALS: An annual list of equipment proposed to be used on the state trunkline system by the Municipality forwarded to the Department with the hourly rates of each piece of equipment.

MICHIGAN STATE TRANSPORTATION COMMISSION: The policy-making body for all state transportation programs. The Commission establishes policy for the Michigan Department of Transportation in relation to transportation programs and facilities and other such works as related to transportation development as provided by law. Responsibilities of the Commission include the development and implementation of comprehensive transportation plans for the entire state, including aeronautics, bus and rail transit, providing professional and technical assistance, and overseeing the administration of state and federal funds allocated for these programs.

OFFICE OF COMMISSION AUDIT (OCA): The Office of Commission Audit reports directly to the Michigan State Transportation Commission. The Office of Commission Audits is

charged with the overall responsibility to supervise and conduct review activities for the Department of Transportation. The auditor submits to the Commission reports of financial and operational audits and investigations performed by staff for acceptance.

REGION ENGINEER: The Department's designated chief engineer (or designee) responsible for the oversight of each MDOT region.

RESPONSE: A written explanation as to any questioned item of expense

SCHEDULE C EQUIPMENT RENTAL RATES: The Department's annual list of statewide hourly equipment rental rates that shall be charged for the use of road equipment.

SMALL HAND TOOLS: Hand tools which do not have power assist (non-powered) used for general road and bridge maintenance such as rakes, shovels, brooms, etc.

STATE ADMINISTRATIVE BOARD: The State Administrative Board consists of the Governor, Lieutenant Governor, Secretary of State, Attorney General, State Treasurer, and the Superintendent of Public Instruction. The State Administrative Board has general supervisory control over the administrative activities of all state departments and agencies, including but not limited to, the approval of contracts and leases, oversight of the state capitol outlay process, and the settlement of small claims against the state.

STATE TRUNKLINE HIGHWAY: A road, highway, or freeway under the jurisdiction of the Department, and usually designated with an M, US, or I, preceding the route number.

WINTER MAINTENANCE: Maintenance operations centered on the process to remove snow and ice from the trunkline to provide a reasonably clear and safe driving surface under winter conditions. The activity codes that define the budget line items for winter maintenance are:

1410: Winter maintenance

1440: Winter road patrol (*See winter maintenance patrol above*)

1490: Other winter maintenance (*Shall include maintenance items resulting from winter maintenance, but not actual winter maintenance, i.e. sweeping and flushing immediately after winter ends*)

This work includes all material costs required to conduct work under the above activity codes.

APPENDIX B
MICHIGAN DEPARTMENT OF TRANSPORTATION
MUNICIPALITY CONTRACT
OVERHEAD SCHEDULE

Effective October 1, 2019, through September 30, 2024

Original Annual Budget Amount	Percent Allowed for Overhead	Percent Allowed for Small Tools	Total Percent Allowed
Up to \$25,000 _____	11.00 _____	.50 _____	11.50
\$25,001 to \$50,000 _____	10.25 _____	.50 _____	10.75
\$50,001 to \$75,000 _____	9.50 _____	.50 _____	10.00
\$75,001 to \$100,000 _____	8.75 _____	.50 _____	9.25
\$100,001 and over _____	8.00 _____	.50 _____	8.50

APPENDIX C

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX D

STATE ADMINISTRATIVE BOARD RESOLUTION 2017-2 PROCEDURES APPLICABLE TO MDOT CONTRACTS AND GRANTS AND RECISSION OF RESOLUTION 2011-2

WHEREAS, the State Administrative Board ("Board") exercises general supervisory control over the functions and activities of all administrative departments, boards, commissioners, and officers of this State, and of all State institutions pursuant to Section 3 of 1921 PA 2, MCL 17.3;

WHEREAS, the Board may adopt rules governing its procedures and providing for the general conduct of its business and affairs pursuant to Section 2, of 1921 PA 2, MCL 17.2;

WHEREAS, exercising its power to adopt rules, the Board adopted Resolution 2011-2 on August 30, 2011, establishing a \$500,000 or more threshold for Board approval of the Michigan Department of Transportation ("MDOT") Professional Engineering Consultant Contracts and Construction Contracts and increasing the threshold for Board approval for Service Contracts to \$250,000 or more for initial contracts and \$125,000 or more for an amendment to a Service Contract;

WHEREAS, the Board has adopted Resolution 2017-1, raising the threshold for Board approval of contracts for materials and services to \$500,000 or more for the initial contract and \$500,000 or more for contract amendments, and rescinding Resolution 2011-1;

WHEREAS, MDOT is a party to a considerable number of contracts, the majority of which are funded via grants administered by federal agencies including the U.S. Department of Transportation's Federal Highway Administration, Federal Transit Administration, Federal Railroad Administration, and Federal Aviation Administration, which oversee MDOT's administration of such contracts and amendments thereto;

WHEREAS, MDOT has implemented internal procedures to assure the proper expenditure of state and federal funds and is subject to financial and performance audits by the Office of Commission Audits pursuant to 1982 PA 438, MCL 247.667a;

WHEREAS, MDOT is a party to a significant number of contracts which by their nature involve substantial consideration and often require amendments

arising out of changes in scope, differing field conditions and design errors and omissions;

WHEREAS, delays in the approval of amendments to contracts can result in postponement of payments to subcontractors and suppliers; work slowdowns and stoppages; delays in the completion of projects; exposure to additional costs; and exposure to litigation arising out of contractor claims; and

WHEREAS, recognizing the Board's duty to promote the efficiency of State Government, the Board resolves as follows:

1. Resolution 2011-2 is rescinded.
2. A contract for professional design, engineering or consulting services requiring MDOT prequalification in connection with the construction or physical improvement of a street, road, highway, bridge, transit or rail system, airport or other structure congruous with transportation ("Professional Engineering Consultant Contract") or a contract for the construction or physical improvement of a street, road, highway, bridge, transit or rail system, airport or other structure congruous with transportation ("Construction Contract") must be approved by the Board prior to execution by MDOT if the amount of the contract is \$500,000 or more. MDOT may obtain approval of the solicitation of a Professional Engineering Consultant Contract or a Construction Contract which, based on the estimate prepared by an engineer employed by the State of Michigan, is estimated to be \$500,000 or more. A contract arising out of such solicitation must be approved by the Board prior to execution by MDOT if the amount of the contract exceeds 110% of the State engineer's estimate.
3. An amendment to a Professional Engineering Consultant Contract or a Construction Contract must be approved by the Board prior to execution by MDOT if the amount of the amendment and the sum of all previous amendments exceed 10% of the original contract, except that an amendment to a Professional Engineering Consultant Contract or a Construction Contract need not be approved by the Board if: a) approved in accordance with applicable federal law or procedure by a representative of a federal agency contributing funds to the project that is the subject of the contract; or b) approved in accordance with MDOT's internal procedures provided the procedures include approval by at least one MDOT employee who has managerial responsibility and is neither the project manager nor directly involved in the administration of the project.
4. A contract for services not requiring MDOT prequalification ("Service Contract") in the amount of \$500,000 or more must be approved by the Board prior to execution by MDOT. A Service Contract does not include a Professional Engineering Consultant Contract or a Construction Contract.

5. An amendment to a Service Contract must be approved by the Board prior to execution by MDOT if the amount of the amendment and the sum of all previous amendments total \$500,000 or more. Thereafter, an amendment to a Service Contract must be approved by the Board if the amount of the amendment and the sum of all amendments executed after the most recent Board approval total \$500,000 or more.

6. A contract involving the conveyance of any real property interest under the jurisdiction of MDOT must be approved by the Board prior to execution by MDOT if the fair market value of the interest is \$500,000 or more. Fair market value must be determined in accordance with procedures approved by the State Transportation Commission.

7. MDOT may enter into a contract with a sub-recipient without approval of the Board if: a) the purpose of the contract is to provide federal or state matching funds for a project; b) MDOT has been authorized by an agency administering any federal funds to award them to the sub-recipient; and c) the sub-recipient has agreed to fully reimburse the State in the event the sub-recipient does not use the funds in accordance with the purpose of the funding. A sub-recipient includes, but is not limited to, a local unit of government, a governmental authority, a private non-profit entity, and a railroad or rail service provider.

8. MDOT may enter into a cost participation contract with a local unit of government without approval of the Board if: a) the contract involves the construction or physical improvement of a street, road, highway, bridge or other structure congruous with transportation; b) the construction or improvement is funded by federal, state or local funds; and c) the contract is approved by each entity providing funds or in accordance with applicable law.

9. MDOT may enter into a contract in connection with the award of a grant including state matching funds, to a local unit of government, a governmental authority, a private non-profit entity, a railroad or a rail service provider, without approval of the Board if the contract provides that the recipient will fully reimburse the State in the event grant funds are not used in accordance with the terms of the grant.

10. MDOT may enter into a contract with an airport sponsor without approval of the Board if the contract has been approved by the Michigan Aeronautics Commission.

11. MDOT may enter into a contract or award a grant without approval of the Board in situations where emergency action is required. For all emergency contracts or grants of \$250,000 or more, MDOT must transmit to the Board a

written report setting forth the nature of the emergency and the key terms of the contract or grant within 30 days of executing the contract or awarding the grant.

12. Notwithstanding any provisions of this resolution, the Board may require MDOT to report the status of any project and may require MDOT to obtain Board approval of any contract, grant or any amendment to a contract.

This Resolution is effective April 25, 2017.



APPENDIX E

SUBCONTRACT REQUIREMENTS

SUMMARY OF STATE ADMINISTRATIVE BOARD REQUIREMENTS FOR AMENDMENTS (PREVIOUSLY REFERRED TO AS OVERRUNS, EXTRA'S AND ADJUSTMENTS)

Administrative Board Resolution (2017-2, April 25, 2017)

Amendments

Subcontract Requirements:	Amendment Amount	State Administrative Board (SAB) Approval Requirements:
<ul style="list-style-type: none">• Region Engineer approval required prior to start of work.• Form 426 must be signed by the Region Engineer.• Documentation of amendment is required by the Municipality.• Send revised Form 426 to the Operations Field Services Division Contract Administrator for review and approval prior to the start of work.	\$499,999 or less	<p>Not required</p> <p>Note: Emergency contracts \$250,000 or greater require SAB approval.</p>
	\$500,000 or greater	<p>Required prior to the start of work</p> <p>Note: When the sum of the contract and all amendments total \$500,000 or greater, SAB approval is required.</p>

Definition of Term: Amendment includes situations where the original contract quantity or contract cost is exceeded. It also includes situations where quantities or work are added to the original contract as extra's or adjustments.

April 25, 2017



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

PAUL C. AJEGBA
DIRECTOR

APPENDIX F

SAMPLE: Letter of Understanding

Date

Contract Agency Name
Address
Contact Person, Title

**RE: Clarification of State Trunkline Maintenance Contract between Michigan
Department of Transportation (MDOT) and the (insert name of contract agency)**

Dear _____:

This Letter of Understanding is in follow up to our recent meeting held on _____ and will serve as a reference to clarify the Scope of Work set forth in Section 2, of the State Trunkline Maintenance Contract.

The Scope of Work will be limited to (insert type of work activities and frequency of work to be performed) on the state trunkline (indicate routes) in the City of _____. The work activities are to be conducted by the City as a part of the Contract with MDOT.

The Scope of Work shall include traffic control to perform the work.

Request for reimbursement of the Scope of Work activities identified herein shall be in accordance with Section 16 of the Contract.

Subcontracting of any work activities shall be in accordance to Section 9 of the Contract.

Please sign each of the two original letters enclosed. Please keep one copy for your records and return the other copy to my attention.

Sincerely,

Name
Maintenance Engineer
MDOT ____TSC

APPROVED BY:

City of _____ agrees to the terms and conditions stated in this agreement.

Dated this _____ day of _____, 2014

Name, Title

APPROVED BY:

Region Engineer
Michigan Department of Transportation

Date _____

APPENDIX G

Non-Winter Maintenance Activity & Level of Service Priority

For the purposes of defining priority levels, the following guidance is suggested:

"Critical" work activities are those which address conditions in the infrastructure that pose an imminent threat to public health and safety. This would include instances in which defects or damage currently exist and must be repaired to restore the infrastructure to a safe operating condition. Examples may include filling existing potholes, repairing significantly damaged guardrail, grading shoulders with an edge drop in excess of 1 ½ *inches* or replacing a collapsed culvert.

"High Priority" work activities are those which address serious deficiencies in the condition of the infrastructure which, in the professional judgment of the Region and TSC management, could lead to defects or damage in the near future that would seriously impact public health and safety if they are not addressed now. Examples may include repairing significantly deteriorated pavement joints and cracks or repairing culverts with section loss.

"Routine/Preventive" work activities are those which address the condition of the infrastructure in such a way as to maintain or prevent the condition from deteriorating to serious condition. Examples may include sealing pavement cracks, grading shoulders, cleaning culverts and ditches, and brushing.

Priority Group 1:

Traffic Signal Energy
Facility Utilities
Freeway Lighting Energy
Operation of Pump Houses
Operation of Movable Bridges
Auto Liability Insurance (county contracts)
Supervision (county contracts)
Roadway Inspection (minimum acceptable level- county contracts)
Billable Construction Permits
Equipment Repair and Servicing
Fuel
Critical Surface Maintenance
Critical Guardrail Repair
Critical Sign Replacement
Critical Drainage Repair
Critical Traffic Signal Repair
Critical Freeway Lighting Repair
Critical Response to Traffic Incidents (to assist in traffic control, facility restoration)
Critical Drainage Area Sweeping (to prevent roadway flooding)

Critical Structural Maintenance on Bridges
Critical Pump House Maintenance
Critical Shoulder Maintenance (to address shoulder drops greater than 1 ½")
Critical Impact Attenuator Repair
Clear Vision Area Mowing
Removal of Large Debris and Dead Animals (from the traveled portion of the roadway)
Rest Area and Roadside Park Maintenance

Priority Group 2:

High Priority Surface Maintenance
High Priority Guardrail Repair
High Priority Sign Replacement
High Priority Drainage Repair
High Priority ROW Fence Repair
High Priority Shoulder Maintenance
High Priority Structural Maintenance
Adopt-A-Highway
Youth Corps in designated urban areas
Mowing (First Cycle)
Freeway Slope Mowing in designated urban areas
Litter Pickup in designated urban areas
Graffiti Removal in designated urban areas
Freeway Lighting Maintenance & Repair

Priority Group 3:

Mowing (Additional Cycles)
Brushing
Sweeping, beyond critical drainage areas
Litter Pickup, outside designated urban areas
Graffiti Removal, outside designated urban areas
Routine/Preventive Surface Maintenance
Routine/Preventive Guardrail Repair
Routine/Preventive Sign Replacement
Routine/Preventive Drainage Repair
Routine/Preventive Shoulder Maintenance
Routine/Preventive Structural Maintenance
Routine/Preventive Pump House Maintenance
Routine/Preventive Traffic Signal Maintenance
Youth Corps outside of designate urban areas
Non-motorized path maintenance

12(a)

Change Order No. 14

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

Balance quantities for pay items to reflect work installed and additional work needed to complete Contract II and all included alternates. Add pay item for concrete curb and gutter, additional 1" and 2" water services in project area (not on design plans), watermain fittings, and large diameter storm sewer for Alternate G. The Contractor needed to replace an old 36" brick storm sewer and structures due to the close proximity to the new watermain. The brick storm sewer was in poor condition and it was not feasible to avoid impacting the aging brick storm. The brick storm needed to be replaced to allow for a safe trench when excavating for the new watermain and services. The contractor is requesting additional days to allow for the new large diameter storm sewer to be installed, to complete hydrant replacements throughout the project areas in which the alternates were not added, and to finish the additional water services not included in original plans.

Additional engineering will be reflected in Engineering Amendment #3.

Attachments: Change Order Summary

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ 4,256,816.06	Original Contract Times: Substantial Completion: October 1, 2018 Ready for Final Payment: November 14, 2018
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 13 : \$ 1,786,664.04	[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 13 : Substantial Completion: 309 Ready for Final Payment: 279
Contract Price prior to this Change Order: \$ 6,043,480.10	Contract Times prior to this Change Order: Substantial Completion: August 6, 2019 Ready for Final Payment: August 20, 2019 days or dates
[Increase] [Decrease] of this Change Order: \$ (30,081.15)	[Increase] [Decrease] of this Change Order: Substantial Completion: 38 Ready for Final Payment: 38 days or dates
Contract Price incorporating this Change Order: \$ 6,013,398.95	Contract Times with all approved Change Orders: Substantial Completion: September 13, 2019 Ready for Final Payment: September 27, 2019 days or dates

RECOMMENDED:
By: [Signature]
Engineer (if required)
Title: Project Manager
Date: 08/28/2019

ACCEPTED:
By: _____
Owner (Authorized Signature)
Title: _____
Date: _____

ACCEPTED:
By: [Signature]
Contractor (Authorized Signature)
Title: Project Manager
Date: 8/28/19

Approved by Funding Agency (if applicable)

By: _____ Date: _____
 Title: _____

12(b)

**City of Ishpeming
City Council Meeting Action
Rural Development Water System Improvements Project
Nineteenth Draw**

SUBJECT: Approval of Payments for RD Water System Improvements Project

It was moved by _____
and
seconded by _____
that the City proceed with paying A. Lindberg and Sons, Inc \$325,764.71; and GEI
Consultants of Michigan, PC \$17,835.07.

City Council Member:

<u>Karl Lehmann</u>	_____ AYE	_____ NAY	_____ ABSENT
<u>Stuart Skauge</u>	_____ AYE	_____ NAY	_____ ABSENT
<u>Mike Tonkin</u>	_____ AYE	_____ NAY	_____ ABSENT
<u>Pat Scanlon</u>	_____ AYE	_____ NAY	_____ ABSENT
<u>Lindsay Bean</u>	_____ AYE	_____ NAY	_____ ABSENT

BY:

Cathy Smith, City Clerk

DATE: September 4, 2019

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

Name of Borrower City of Ishpeming - RD Water System Improvements

Items	Amount of Funds
Development	\$ 325,764.71
Contract or Job No.	
Contract or Job No. <u>II</u>	
Contract or Job No.	
Land and Rights-of-Way	
Legal Services	
Engineering Fees	17,835.07
Interest	
Equipment	
Contingencies	
Refinancing	
Initial O & M	
Other	
TOTAL	\$ 343,599.78

Prepared by City of Ishpeming

By Karl Lehmann, Mayor

Name of Borrower

Date

Approved by

Date

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

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

1. Construction

Contract I \$ - (See attached Pay Application)
Contract II \$ 325,764.71 (See attached Pay Application)

Total Construction ==> \$ 325,764.71

2. Basic Engineering

Total Basic Engineering ==> \$ 578.20 (See attached invoices)

3. Resident Engineering

Total Resident Engineering ==> \$ 17,238.87 (See attached invoices)

4. Other Engineering

Total Other Engineering ==> \$ 18.00 (See attached invoices)

Total Engineering ==> \$ 17,835.07

Total All Categories Nineteenth Draw ==> \$ 343,599.78

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

1. Construction

Pay App No.	Invoice Date	Invoice Amount	Progress Billing No.	Billed to Date
Contract I -		\$ -		\$ 3,964,702.68
Contract II - 18	8/28/2019	\$ 325,764.71	19	\$ 5,505,873.50
Total Construction==>		\$ 325,764.71		

2. Basic Engineering

Task 1001

Invoice No.	Invoice Date	Invoice Amount	Progress Billing No.	Billed to Date
5007597	8/20/2019	\$ 578.20	40	\$ 648,781.25
		\$ -		\$ 648,781.25
		\$ -		\$ 648,781.25
Total Billed ==>		\$ 578.20		

3. Resident Engineering

Task 1002

Invoice No.	Invoice Date	Invoice Amount	Progress Billing No.	Billed to Date
5007597	8/20/2019	\$ 17,238.87	40	\$ 663,098.54
				\$ 663,098.54
				\$ 663,098.54
Total Billed ==>		\$ 17,238.87		

4. Other Engineering

Task 1003

Invoice No.	Invoice Date	Invoice Amount	Progress Billing No.	Billed to Date
5007597	8/20/2019	\$ 18.00	40	\$ 114,191.05
				\$ 114,191.05
				\$ 114,191.05
Total Billed ==>		\$ 18.00		

Total Engineering ==> \$ 17,835.07

12(C)

**AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 3**

The Effective Date of this Amendment is: 09-04-19.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner: **City of Ishpeming**

Engineer: **GEI Consultants of Michigan, PC**

Project: **RD Water System Improvements**

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- ☒ Additional Services to be performed by Engineer
- ☐ Modifications to services of Engineer
- ☐ Modifications to responsibilities of Owner
- ☐ Modifications of payment to Engineer
- ☐ Modifications to time(s) for rendering services
- ☐ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Provide Construction Observation Services for additional work performed on the project, including additional large diameter storm sewer work performed on 2nd Street due to old brick sewer within vicinity of construction, additional hydrant replacements within project area, and additional water service construction. Additional work to provide bidding and procurement services for remoted read and water meter equipment.

Agreement Summary:

Original agreement amount:	<u>\$1,375,000.00</u>
Net change for prior amendments:	<u>\$89,745.15</u>
This amendment amount:	<u>\$27,000</u>
Adjusted Agreement amount:	<u>\$1,491,745.15</u>

Change in time for services (days or date, as applicable): 30

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.


OWNER: **City of Ishpeming**

ENGINEER: **GEI Consultants of Michigan, P.C.**

By: _____
Print
name: **Karl Lehmann**

Title: **Mayor**

Date Signed: _____

By: 
Print
name: **Mark F Stoor, P.E.**

Title: **Senior Project Manager**

Date Signed: **09/01/19**

13(2)

Change Order No. 2

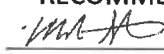
Date of Issuance: _____ Effective Date: _____
 Owner: **City of Ishpeming** Owner's Contract No.: _____
 Contractor: _____ Contractor's Project No.: _____
 Engineer: **GEI Consultants of Michigan, P.C.** Engineer's Project No.: **1700242**
 Project: **Lake Bancroft Park Pavilion Project** Contract Name: _____

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

Description: Modifying the landscaping scope of work pay item and adding (3) fiberglass fixed windows to the north facing wall while still fulfilling grant requirements.

Attachments: *GE Builders Quote / Extra Work Order*

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>1</u> : \$ 4,248.84	[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: \$ 549,285.15	Contract Times prior to this Change Order: Substantial Completion: <u>October 1, 2019</u> Ready for Final Payment: <u>November 14, 2019</u> days or dates
[Increase] [Decrease] of this Change Order: \$ 1,200.00	[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: \$ 550,485.15	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></u>	By: _____	By: _____	By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Senior Project Manager</u>	Title: _____	Title: _____	Title: _____	Title: _____	Title: _____
Date: <u>08/28/19</u>	Date: _____	Date: _____	Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
 Title: _____



G.E. BUILDERS, INC

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

EXTRA WORK

Submitted to City of Ishpeming : GEI	Phone	Date August 26, 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:

Working with GEI to find ways to modify the landscaping scope of work to allow room in the project budget for windows, while maintaining the DNR grant requirements.

We hereby submit specifications and costs for extra work completed:

- | | | |
|---|--|-------------|
| 1 | Modify landscape plan as per onsite meeting (8/26/2019). Increase turf grass area, remove (5) trees. | -\$6,200.00 |
| 2 | Add (3) fiberglass fixed windows on north facing wall. | \$7,400.00 |

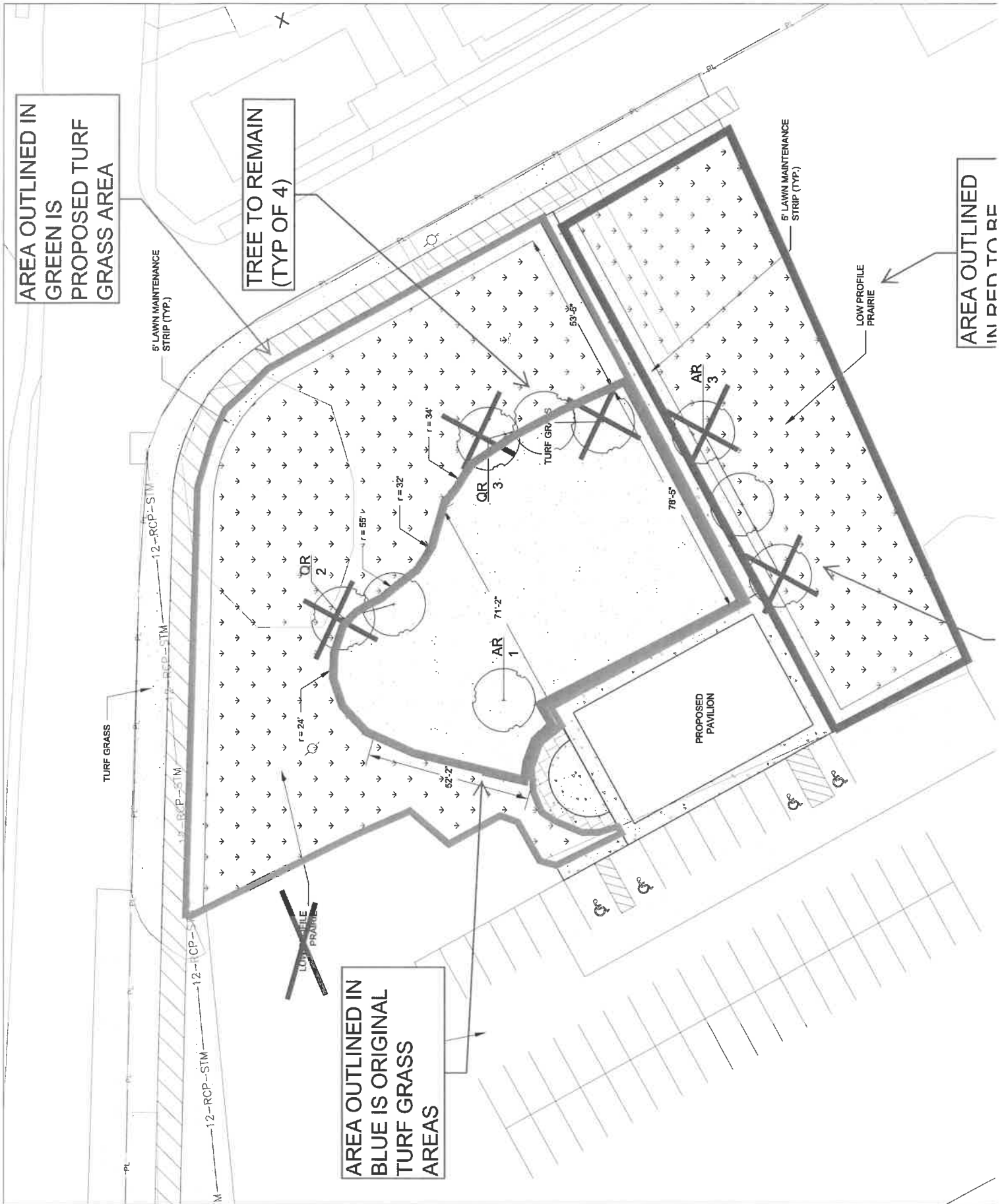
One Thousand, Two Hundred and 00/100 Dollars

\$1,200.00

Authorized Signature

Brian Frustaglio

Brian Frustaglio or Ryan Maino, 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 #: 3
PERIOD TO: 08/23/19
PROJECT NOS: 1700242

Distribution to:

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

CONTRACT DATE:

CONTRACT FOR: Lake Bancroft Pavilion

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.

CONTRACTOR:

By: Brian Frustaglio Date: 8/23/2019

State of: Michigan
County of: Marquette

Subscribed and sworn to before
me this 23rd day of August

Notary Public: Ryan Stone
My Commission expires:

CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$139,558.18

(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.)

ARCHITECT:

By: [Signature] Date: 08-28-2019

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.

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	\$ 390,801.34

(Column G on Continuation Sheet)

5. RETAINAGE:

a. 10.0% of Completed Work (Columns D+E on Continuation Sheet)	\$ 38,240.13
b. 10.0% of Stored Material (Column F on Continuation Sheet)	\$ 840.00

Total Retainage (Line 5a + 5b or

Total in Column 1 of Continuation Sheet	\$ 39,080.13
6. TOTAL EARNED LESS RETAINAGE	\$ 351,721.21

(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate)	\$ 212,163.03
8. CURRENT PAYMENT DUE	\$ 139,558.18

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6)	\$ 197,563.94
----------------------	---------------

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	

13(b)

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 3

PROJECT:

APPLICATION DATE: 08/23/19

Lake Bancroft Pavilion

PERIOD TO: 23-Aug-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	15,000.00	15,000.00		30,000.00	114%	(3,790.09)	3,000.00					
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		5,000.00		5,000.00	18%	22,800.00	500.00					
7	M-0600 Recycling and Trash Recept.	3,300.00						3,300.00						
8	M-0620 Burfed Elec, Trans, Ped, Meter	4,000.00		500.00		500.00	13%	3,500.00	50.00					
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			1,275.00	100%		127.50					
11	R-0120 Remove Conc. Curb/Gutter	742.50	742.50			742.50	100%		74.25					
12	R-0220 Subbase, MDOT Class II, 12"	16,684.50	12,513.38	4,171.12		16,684.50	100%		1,668.45					
13	R-0310 Agg. Base Under Bit MDOT 22A, 6"	5,143.60	3,086.16	2,057.44		5,143.60	100%		514.36					
14	R-0320 Agg. Base Under Bit MDOT 22A, 8"	11,894.40	3,568.32	8,326.08		11,894.40	100%		1,189.44					
15	R-0410 Imported Trench Backfill	3,172.20	3,172.20			3,172.20	100%		317.22					
16	R-0730 Bituminous Mix, LVSP	40,200.00						40,200.00						
17	R-0820 Agg. Shldr Course, MDOT 23A, 6"	3,091.40		2,300.00		2,300.00	74%	791.40	230.00					
18	R-0910 Conc. Sidewalk, 4"	9,375.00		7,500.00		7,500.00	80%	1,875.00	750.00					
19	R-0920 Conc. Sidewalk Ramp, 4" w/ Warn.	1,020.00		1,020.00		1,020.00	100%		102.00					
20	R-0945 E-Curb	2,520.00						2,520.00						
21	R-1096 Sidewalk Removal and Turf Rest.	1,175.00	822.50			822.50	70%	352.50	82.25					
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	50,700.00			50,700.00	100%		5,070.00					
SUBTOTALS PAGE 2		236,476.11	114,377.66	45,874.64		160,252.30	68%	76,223.81	16,025.23					

CONTINUATION SHEET

Page 3 of 2 Pages

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 3

PROJECT:

APPLICATION DATE: 08/23/19

Lake Bancroft Pavilion

PERIOD TO: 23-Aug-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					
29	A-1002 Pavilion Walls and R.O.	39,310.20	39,310.20			39,310.20	100%		3,931.02
30	A-1003 Pavilion Cedar Trim. (1x Trim)	5,300.00	2,100.00	3,200.00		5,300.00	100%		530.00
31	A-1004 Pavilion Siding / Façade	18,640.00	10,400.00	8,240.00		18,640.00	100%		1,864.00
32	A-1005 Pavilion Stone Veneer	35,000.00			8,400.00	8,400.00	24%	26,600.00	840.00
33	A-1008 Ext. and Int. HM Single Doors	22,560.00		16,400.00		16,400.00	73%	6,160.00	1,640.00
34	A-1009 Ext. and Int. HM Double Doors	4,500.00		3,000.00		3,000.00	67%	1,500.00	300.00
35	A-1010 Pavilion Roof Framing and Roofing	36,950.00	32,200.00	4,750.00		36,950.00	100%		3,695.00
36	A-1012 Pavilion Interior Wall/Rm. Finishes	48,300.00		30,200.00		30,200.00	63%	18,100.00	3,020.00
37	A-1013 Pavilioin Plumb. Systems & Fixt.	55,500.00	21,100.00	15,000.00		36,100.00	65%	19,400.00	3,610.00
38	A-1014 Pavilion Elec. Systems	24,500.00	7,500.00	12,500.00		20,000.00	82%	4,500.00	2,000.00
39	A-1015 Pavilion HVAC Systems	18,000.00	4,500.00	7,500.00		12,000.00	67%	6,000.00	1,200.00
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									
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53									
54									
55									
56									
	SUBTOTALS PAGE 3	549,285.15	235,736.70	146,664.64	8,400.00	390,801.34	71%	158,483.81	39,080.13



CITY OF ISHPERING, MICHIGAN

100 East Division Street • Ishpeming, Michigan 49849 • 906-485-1091

15

M E M O

TO: Cathy Smith, City Clerk/Assistant to the City Manager
FROM: Carl Petersen, DPW Director *CP*
RE: Traffic Control Order
DATE: August 28, 2019

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

1. **Add to** Section V Parking Prohibitions on Designated Street: Lake Street, West Side, no parking, from the entrance to the Fire Hall 20 feet to the south.

cas

cc: Steve Snowaert, Chief of Police
Bonnie Hoff, City Attorney
Ed Anderson, Fire Chief
Jim Lampman, Interim City Manager



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

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

16

Cathy Smith

From: Steve Snowaert
Sent: Thursday, August 29, 2019 8:48 AM
To: City Manager
Cc: Cathy Smith
Subject: New Portable radio purchase
Attachments: Motorola Quote.pdf

Jim,

Our current portable radios are approximately 20 years old. We started last year to budget replacement of the radios. These radios are the lifeline of our officers. A few years ago, we started having issues with the radios as they are starting to show their age.

Last year I spoke to another radio vender (Range Communication) and we bought two "Harris Radios" as I was told they were as good as Motorola and less expensive. Because of the programing for the radios by the State of Michigan there was no way to "Test Drive" the radio's before we purchased them. I asked other Chief's in the State and received mixed reviews, however we decided to buy the radio's.

After an extensive testing period, our officers found they were not as reliable as our older Motorola radio's and now they are not used as everyday radio's, only as a back-up.

Elcom in Marquette is the authorized Motorola dealer in our area and we have received a quote for two Motorola radio's which comes to \$5800.76. Each radio needs to be programmed by the State which is \$250 for each radio. Also, Elcom indicated there would be a charge for shipping which will be determined upon the purchase of the radio's. I have budgeted \$7000 in my Public Improvement Account for 2019.

I have attached a quote from Elcom, which comes to \$6300.76 plus shipping.

I am requesting we waive competitive bidding and purchase two Motorola radio's from Elcom in Marquette.

Thank You.

Steve

Steven J. Snowaert
Chief of Police
Ishpeming Police Department
100 S. Lake Street
Mailing Address: 100 E. Division Street
Ishpeming, MI 49849
Office: (906) 486-4416
Fax: (906) 485-1018





New Website!
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PROCLAMATION
OCTOBER 2019 UNITED WAY MONTH

WHEREAS, The United Way of Marquette County founded in 1943, set forth a mission statement "Focusing community resources to meet community needs"; and

WHEREAS, United Way has raised more than twelve million dollars through its annual campaigns from the generous support of residents, employees and businesses, enabling Marquette County non-profit organizations to serve thousands of residents each year; and

WHEREAS, United Way believes in encouraging our residents to invest their United Way contributions to their home communities; and

WHEREAS, 3,044 Ishpeming residents received services from United Way agencies last year;

NOW, THEREFORE, I, Karl Lehmann, Mayor of the City of Ishpeming, Michigan, do hereby proclaim the month of October as **UNITED WAY OF MARQUETTE COUNTY MONTH** in the City of Ishpeming.

AND FURTHER, I encourage our residents and City employees to continue their support in this United Way fundraising campaign, to raise \$400,000 to benefit the residents of Marquette County throughout the year of 2019.

In witness whereof, I hereunto set my hand this ____ day of _____, 2019.

Karl Lehmann, Mayor

Cathy Smith

From: Andrew Rickauer <arickauer@uwmqt.org>
Sent: Friday, August 23, 2019 4:00 PM
To: Cathy Smith
Subject: UWMC Proclamation
Attachments: PROCLAMATION - Ishpeming October 2019.docx

Hi Cathy,

Is it possible to add this to the September City Meeting Agenda?

Thanks,

Andrew Rickauer

Executive Director

United Way of Marquette County

Mailing Address: PO Box 73

Physical Address: 1414 W. Fair Avenue, Ste. 26

Marquette, MI 49855

906-226-8171

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LIVE UNITED. 

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