

AGENDA

ISHPEMING CITY COUNCIL REGULAR MEETING

Wednesday, October 9, 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 (September 4th, 10th, 23rd, Closed Session September 4th and 10th)
 - b. Approval of Disbursements
 - c. Reappoint Larry Bussone, Harry Weikel, Diane Gauthier, and Jim Bertucci to 3 year terms on the Planning Commission
 - d. Reappoint John Jackson to a 5 year term on the Housing Commission
 - e. Reappoint Evelyn Valenti-Heikkala and Richard Burke to 3 year terms on the Zoning Board of Appeals
 - f. Special Event Application: Gus Macker: June 26-28, 2020
 - g. Confirm 2019 Form L-4029
 - h. Appoint Claudia Demarest to fill vacancy on Compensation Commission with term expiring 2024
8. Monthly Financial Statement Report
9. Contract with CUPPAD for full Master Plan Rewrite
10. Recommendation from Planning Commission to approve Rezoning RZ 2019: 02, 03, and 04
11. Donation of surplus lights to the Ishpeming Ski Club
12. Declare DPW Vehicles as surplus - 3 Pickups, 1 Pipe Truck, and 1 Plow
13. Declare Police Vehicle - 2011 Chevrolet Impala as surplus
14. City Policies required for MEDC Grant Application
 - a. Policy 403-2, Fair Housing Plan
 - b. Policy 403-3, Fair Housing Discrimination Complaint Process
 - c. Policy 413, Section 504, ADA Self Evaluation Questionnaire
 - d. Policy 414, Section 508, Citizen Participation Plan (CDBG Funding)
 - e. Policy 415, Residential Anti-Displacement and Relocation Plan (CDBG Funding)
 - f. Policy 416, Procurement Policy (CDBG Funding)
15. Estimate for repairs to Police Department Parking Area
16. Recommendation from Planning Commission on the Michigan Regulation and Taxation of Marijuana Act
17. Purchase of new Case 621G Loader for DPW
18. Lease for NMU Educational Access Network to be located on City Water Tank
19. Discuss amendment to the 2019 Fee Schedule – Tube Slide Rental Rates
20. Rural Development Water Improvement Project
 - a. Contract I, Change Order #14
 - b. Contract II, Change Order #15
 - c. Rural Development Draw #20
 - d. Confirm purchase of Handheld Meter Reader from remaining Rural Development funds
 - e. Contract III, Change Order #8
21. Lake Bancroft Pavilion Project
 - a. Pay Application #4
 - b. Discussion on Lake Bancroft Pavilion – Doors

AGENDA

22. Interim City Manager compensation
23. Set special Council Meetings
 - a. 2020 Budget Workshop
 - b. Recreational Marijuana Workshop
24. Old Business
 - a. Cost estimates for paving
25. New Business
26. Mayor and Council Reports
27. Manager's Report
28. Attorney's Report
29. Closed Session pursuant to MCL Sec.15.268(c) for strategy and negotiations connected with a collective bargaining agreement. (3 votes)
30. Adjournment

A handwritten signature in black ink, appearing to read "Steve Snowaert", with a stylized flourish at the end.

Steve Snowaert
Interim City Manager

7f

Policy #406

CITY OF ISHPEMING

SPECIAL EVENT APPLICATION

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

Organization's Name Ishpeming Community Events Phone 900-250-4823

Organization Address 910 US Hwy 41 West,

Organization's Agent Jennifer Hendrickson Phone 900-250-4823

Agent's Title Organizer

Agent's Address 586 Goldmine Creek Drive, Ishpeming

Event Name Bus Macker 3-on-3 Basketball

Event purpose Basketball tournament to bring revenue into city + support local organizations/schools

Event Dates June 26, 27, 28 2020

Event Times June 26 8am - June 28 10pm

Event Location Hematite Street from 3rd to Main
+ a few surrounding streets to be determined

1. Type of Event:

☐ City Operated Event

☒ Co-Sponsored Event

☒ Other Non-Profit Event

☐ Other For-Profit Event

☐ Political or Ballot Issue Event

7/21/2015

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

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

Normal Event Schedule TBD

Next year's Specific Dates: TBD

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

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

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

6. Other Requests: items from the City, as used in 2019
picnic tables, bleachers, garbage cans, barricades, etc.

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

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

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

9-24-19
Date

Jennifer Hendrick
Signature of Organization's Agent

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

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

Cathy Smith

From: Jennifer Crimmins <JCrimmins@lindberginc.com>
Sent: Tuesday, September 24, 2019 9:19 AM
To: Cathy Smith
Subject: special events app
Attachments: 3746_001.pdf

Cathy,

Attached is the app for Gus Macker 2020, I couldn't find last years to make sure I filled it out correctly, I think it's already filed in my giant tote as I make room for all the 2020 stuff!! Let me know if you see anything you think needs to be changed, it should be pretty straight forward this year, I'm hoping, since it will be the same as last year for the most part!

Thanks

Jen

From: Lindberg Canon [mailto:scanner@lindberginc.com]
Sent: Tuesday, September 24, 2019 10:59 AM
To: Jennifer Crimmins
Subject: Attached Image

2019 Tax Rate Request (This form must be completed and submitted on or before September 30, 2019)

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

This form is issued under authority of MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory. Penalty applies.

Carefully read the instructions on page 2.

County(ies) Where the Local Government Unit Levies Taxes Marquette County	2019 Taxable Value of ALL Properties in the Unit as of 5-28-19 121,306,820
Local Government Unit Requesting Millage Levy City of Ishpeming	For LOCAL School Districts: 2019 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties.

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2019 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election Charter, etc.	(5) ** 2018 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2019 Current Year "Headlee" Millage Reduction Fraction	(7) 2019 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec. 211.34 Truth In Assessing or Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy *	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized
CHARTER	General Op	N/A	15.0000	13.3545	1.0000	13.3545	1.0000	13.3545		13.3545	N/A
ACT 345	Retirement	N/A	N/A	N/A	N/A	N/A	N/A	N/A		2.2670	N/A
CHARTER	Pub Improvements	N/A	5.0000	4.4514	1.0000	4.4514	1.0000	4.4514		4.4514	N/A
VOTED	Fire Equip	AUG-17	.9000	.8940	1.0000	.8940	1.0000	.8940		.8940	2028

Prepared by JACKI LYKINS	Telephone Number (906) 225-8411	Title of Preparer ASSESSOR	Date 09/16/2019
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CERTIFICATION: As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.121(3).

<input type="checkbox"/> Clerk	Signature	Print Name	Date
<input type="checkbox"/> Secretary	Signature	Print Name	Date
<input type="checkbox"/> Chairperson	Signature	Print Name	Date
<input type="checkbox"/> President	Signature	Print Name	Date

* Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

** IMPORTANT: See instructions on page 2 regarding where to find the millage rate used in column (5).

Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 3 of 2019 for instructions on completing this section.	
Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	Rate
For Principal Residence, Qualified Ag, Qualified Forest and Industrial Personal	
For Commercial Personal	
For all Other	

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

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FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<u>CLAIM ON CASH</u>					
101-000-009-000		CLAIM ON CASH	1,545,794.52 (	56,352.31)	1,489,442.21
202-000-009-000		CLAIM ON CASH	288,409.26	115,319.72	403,728.98
203-000-009-000		CLAIM ON CASH	258,388.67	32,310.52	290,699.19
206-000-009-000		CLAIM ON CASH	56,262.39	0.00	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	(218,453.01) (	78,957.91) (	297,410.92)
226-000-009-000		CLAIM ON CASH	176,083.44 (	8,349.57)	167,733.87
247-000-009-000		CLAIM ON CASH	(112,119.99) (	10,925.00) (	123,044.99)
248-000-009-000		CLAIM ON CASH	140,299.36	3,427.71	143,727.07
268-000-009-000		CLAIM ON CASH	42,990.35	250.00	43,240.35
271-000-009-000		CLAIM ON CASH	1,177.94	0.00	1,177.94
401-000-009-000		CLAIM ON CASH	611,078.82 (	3,070.68)	608,008.14
590-000-009-000		CLAIM ON CASH	1,133,206.89	189,911.36	1,323,118.25
591-000-009-000		CLAIM ON CASH	228,551.25	104,693.05	333,244.30
661-000-009-000		CLAIM ON CASH	516,608.54 (	18,500.57)	498,107.97
TOTAL CLAIM ON CASH			4,893,337.31	269,756.32	5,163,093.63
			=====	=====	=====

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	\$ 1,489,442.21	\$ 403,728.98	\$ 290,699.19	\$ 167,733.87	\$ 608,008.14	\$ 1,323,118.25	\$ 333,244.30
Revenues	2,262,841.26	573,456.24	233,180.00	476,760.73	503,071.70	1,330,388.36	3,124,144.79
Expenses	2,011,175.14	472,201.27	240,348.96	491,213.80	265,174.55	1,112,337.05	1,099,297.33
Net Income(Loss)	251,666.12	101,254.97	(7,168.96)	(14,453.07)	237,897.15	218,051.31	2,024,847.46
Fund Balance:							
Non-spendable	49,604.53	-	-	26,711.78	-	-	-
Restricted	-	403,728.98	290,699.19	-	608,008.14	-	-
Committed	33,960.00	-	-	-	-	-	-
Assigned	-	-	-	187,879.44	-	-	-
Unassigned	1,061,935.34	-	-	-	-	-	-
Inv in Capital Assets	-	-	-	-	-	8,925,587.00	6,137,865.00
Restriced for Debt	-	-	-	-	-	-	986,233.00
Unrestricted	-	-	-	-	-	559,643.37	(12,678.13)
Total Fund Balance	\$ 1,145,499.87	\$ 403,728.98	\$ 290,699.19	\$ 214,591.22	\$ 608,008.14	\$ 9,485,230.37	\$ 7,111,419.87

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 3rd Quarter 2019 has been recorded.

2. - Depreciation expense has been recorded in the Sewer, Water, and Motor Pool Funds through September 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.

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Cathy Smith

From: Al Pierce
Sent: Wednesday, September 11, 2019 2:48 PM
To: City Manager; Cathy Smith
Cc: Bonnie Hoff
Subject: Master Plan Rewrite and Proposed Scope of Work
Attachments: ContractForMasterPlan_Ishpeming2019.pdf; Ishpeming MP Project Description and Scope of Work.pdf

Jim / Cathy;

At the September 9th Planning Commission meeting, Commissioners received a proposal and scope of work for a Master Plan Proposal from Dottie LaJoye, Executive Director of CUPPAD. The work would start October 01, 2019 and be completed September 30, 2021. This is all part of achieving the Redevelopment Ready Community (RRC) status (update of Ishpeming's current Master Plan) as required by the MEDC. The Commissioners unanimously recommended that the Council accept this contract and move forward in obtaining the RRC status. The Zoning Administrator will be assisting them in obtaining some of the necessary information. Their fee over this timeframe, with credits, is estimated at \$18,000.

Al Pierce

CONTRACT BETWEEN CITY OF ISHPEMING AND CUPPAD REGIONAL COMMISSION
CONTRACT FOR A FULL MASTER PLAN REWRITE

This contract is entered into on _____ by the City of Ishpeming, referred to as "the City" and the Central Upper Peninsula Planning and Development Regional Commission, referred to as a "CUPPAD". This contract is for the completion of a full Master Plan rewrite to replace the City's 2010 master plan, which will be completed by professional planning staff at CUPPAD. The City and CUPPAD, regarding their respective interests, hereby agree that:

1. CUPPAD shall prepare a full master plan rewrite of the City's Master Plan, last updated in 2010. The plan to be developed shall include a component relating to community energy planning, as recommended by the Michigan Energy Office. This plan shall be developed in accordance with the Michigan Planning Enabling Act (Act 33 of 2008, as amended), as well as to the specifications of a *Redevelopment Ready Communities*-approved master plan, the details of which are outlined in *Best Practice 1.1: The Plans* within the MEDC's *Redevelopment Ready Communities Best Practices Guidebook*. The work and products shall be undertaken beginning October 1, 2019 and be completed by September 30, 2021, according to the project timeline. CUPPAD staff shall notify the City of delays or other circumstances that may result in the need for an extended timeline which may be approved at the City's discretion.
2. In consideration for the work to be accomplished pursuant to this contract, the City shall pay to CUPPAD the sum of \$18,000 to be paid in the following manner: \$6,000 at the initiation of the project; \$6,000 on October 1, 2020; and \$6,000 on October 1, 2021. The City acknowledges the use of 20 CUPPAD membership hours (ten in 2020 and another ten in 2021) for this project and another \$3,000 grant from the Michigan Energy Office.
3. The City and CUPPAD hereby agree to comply with all applicable local, state, and federal ordinances, statutes, or regulations.
4. In the event that a portion of this contract shall be in conflict with local, state, or federal ordinances, statutes, or regulations, the remainder of the contract shall be considered valid and shall remain in effect.
5. This contract may be amended in whole or in part at any time by written agreement of the City and CUPPAD.
6. This contract is based on time and materials for a period of 320 hours at a rate of \$60.00 hourly, according to the Scope of Work. In the event that this project exceeds 320 hours, the contract will be subject to renegotiation.
7. It is understood that the product of this contract is subject to the acceptance of the City. Upon acceptance of the product, the City agrees to indemnify and hold CUPPAD harmless from any legal action resulting from the implementation or enforcement by the City of the product.

CUPPAD REGIONAL COMMISSION
Name: Dotty LaJoye
Title: Executive Director
Signature:
Date:

CITY OF ISHPEMING
Name:
Title: Interim City Manager
Signature:
Date:

City of Ishpeming Full Master Plan Rewrite – Project Description and Scope of Work

Project Description

CUPPAD proposes to assist the City of Ishpeming in the development of a rewrite of the City's Master Plan. The product will be a highly accessible, graphic plan that meets the requirements of P.A. 33 of 2008 (the Michigan Planning Enabling Act), as well as the MEDC's Redevelopment Ready Communities criteria for *Best Practice 1.1 and 1.2*. The plan will be a concise 40-50 page tool that is intended to guide elected and appointed leaders in the achievement of implementation-focused goals and objectives. Plan progress will be evaluated annually using an annual report template tailored to the plan and included as an appendix. The plan will be presented in clear, accessible language and minimize the use of professional jargon wherever possible, which will result in a document that is highly readable and engaging to community stakeholders of all ages and backgrounds; improving the conditions for community buy-in on strategy and implementation steps.

Important community values such as walkability, integrating community culture and into public spaces, adapting to new economic conditions, and downtown redevelopment opportunities (among many other concepts) will be explored through a series of focused stakeholder workshops. Workshops will be open to the public and will engage local leaders and professional partners.

CUPPAD will assist the City of Ishpeming Planning Commission in preparing all coordinated planning notices and public notices under the Michigan Planning Enabling Act. It will be the responsibility of the City to place, and pay, for any notices in local newspapers, unless specifically requested that CUPPAD perform this task (for an additional cost). The draft plan will be distributed online unless a hardcopy is requested. CUPPAD will provide the City Planning Commission with up to ten hardcopies of the draft plan and the final plan as adopted. Additional copies may be requested for a reproduction fee. CUPPAD will also provide the City with an electronic version of the Master Plan. This scope of work covers a **Full Rewrite** of the 2010 Master Plan.

Task Milestones

1. *Establish teams/subcommittees, ID stakeholders – November*
CUPPAD will work with the community to identify stakeholder groups and community leaders to engage throughout the planning process. Work group teams and subcommittees may be established as needed.
2. *Notification of Plan update – November*
CUPPAD will assist the community in developing transmittals and mailings to all entities required under P.A. 33 of 2008, the Michigan Planning Enabling Act. The City will be responsible for the actual mailing and postage costs of the notifications.
3. *Data gathering: Significant community trends and photos – November – Summer 2020*
CUPPAD planners will use a range of data sources to identify significant trends shaping the community. Data gathered in this way will be used to inform the community kickoff event and subsequent workshops. Data that is relevant to the strategy will be included throughout the master plan. During community visits, CUPPAD staff will take photos of the community and engagement activities to be included in the plan and for presentations.

4. *Community kickoff event and survey - public visioning – November 2019*

Members of the public and key stakeholders will be invited to attend the master plan kickoff event introducing the community to the planning process. Attendees of the event will contribute to the development of a communitywide vision through a series of interactive engagement activities. The results of this community input will be used to inform the policy team as it works to develop the core strategy of the plan, which will result in goals and objectives. The event will include an introduction from community leaders, a presentation from CUPPAD staff on significant trends shaping the community, and a series of rotating engagement activities facilitated by CUPPAD staff and volunteers. At the end of the event, attendees will be encouraged to leave with a take home survey. A web version of the survey will also be promoted for those who were unable to attend the community kickoff event. The results of the visioning will be shared following the meeting, through the methods described in the public participation plan. A community energy planning component will be featured as part of this event, coordinated with Michigan Energy Options.

5. *Policy team strategy workshop - Goals and objectives – December 2019*

CUPPAD planners will facilitate a meeting of the Master Plan policy team to develop the core strategy. The policy team is expected to consist of elected and appointed leaders and representatives of significant community sectors. Leaders will work together to develop goals and objectives that are focused on achieving the community vision that was established by the end of the kickoff and informed by the community survey.

6. *Stakeholder Workshops – January 2020 - July 2020*

Community stakeholders will be invited to attend facilitated workshops focused on concepts such as quality of life, economic vitality, community sustainability, and downtown development. Stakeholders will review the relevant goals developed by the policy team and will identify possible implementation steps for achieving the established objectives and discuss opportunities to collaborate on or enhance the strategy.

7. *Plan writing and edits – July 2020 – December 2020*

CUPPAD staff will be responsible for the development of plan content writing and edits using the new format.

8. *Review and Comment Period (63 days) – January 2021 – March 2021*

The plan will be open for review and comment for 63 days, as required by P.A. 33 of 2008, the Michigan Planning Enabling Act.

9. *Public hearing and Adoption– March 2021 – June 2021*

The Planning Commission will hold at least one public hearing on the draft of the plan before voting to recommend the plan for adoption to the City Council. The City Council will also hold a public hearing before the final adoption of the plan.

MEDC's Redevelopment Ready Community Guidelines

The updated plan will meet the best practices of the RRC Guidelines for a Master Plan, Capital Improvements Plan, and Public Participation Plan. If determined through the City of Ishpeming's RRC Report of Findings that any updates are needed for a RRC-compliant downtown plan, this scope may be easily adapted to include these items. RRC Criteria for each of these plan items follow:

Master Plan

- The governing body has adopted (or re-adopted) a master plan in the past five years.
- It reflects the community's desired direction for the future.
- It identifies strategies for priority redevelopment areas.
- It addresses land use and infrastructure, including complete streets elements.
- It includes a zoning plan.
- It incorporates recommendations for implementation, including goals, actions, timelines and responsible parties.
- Progress on the master plan is annually reported to the governing body.
- It is accessible online.

Downtown Plan

- The downtown plan identifies development area boundaries.
- The downtown plan identifies projects, and includes estimated project costs and timelines for completion.
- The downtown plan includes mixed-use and pedestrian oriented development elements.
- The downtown plan coordinates with the master plan and CIP.
- The downtown plan is accessible online.

Community Survey

Proper planning practices includes public input, typically done through a survey or series of public input meetings. These activities will be combined at public visioning kickoff event to develop a high level of understanding and engagement. At the end of the event, attendees will be provided with a take home survey that will attempt to understand perspectives on a range of community planning issues important to stakeholders in Ishpeming. A web-version of this survey will also be developed using Survey Monkey and in paper format for those unable to be present for the community kickoff. Hard copies of the survey will be made available at various community institutions across the City, which may also be drop-off points for completed surveys. It is CUPPAD's understanding that the City would utilize its own staffing and equipment to print, distribute, and gather completed paper surveys.

Cost Breakdown

Hours required for a full plan rewrite: 320 hours @ \$60/hour = \$19,200

Michigan Energy Options' Community Energy Planning Workshop and Report = \$3,000

Michigan Energy Office Community Energy Planning Grant = -\$3,000

CUPPAD member hours 20 @ \$60/hour = -\$1,200.00

TOTAL COST: \$18,000

Maps to be created or updated

- Non-motorized assets
- Redevelopment opportunities
- Existing land use map
- Future land use map

10

Cathy Smith

From: Al Pierce
Sent: Wednesday, September 11, 2019 1:04 PM
To: Cathy Smith
Cc: City Manager
Subject: PC recommendation for Rezoning
Attachments: Peoposed Rezonings for the Council.pdf

Cathy;

At the September 9th Planning Commission meeting, Commissioners voted at the Public Hearing 5 ayes – 0 nays to recommend that the City Council perform the rezoning RZ 2019 – 02, -03, -04 as indicated on the proposed Findings of Fact. This action will allow me to issue Zoning Permits for improvements and protect owners in the event of a catastrophe.

I can be present at the Council Meeting if required.

Al Pierce

Proposed Findings of Fact for the following Proposed Rezonings

RZ 2019-02: LOT 63 AND PART OF SOUTH SALISBURY ST. OF THE ASSESSOR'S PLAT OF THE SALISBURY LOCATION IN THE NW ¼ SW ¼ OF SECTION 15, T47N-R27W **FROM MINING TO GENERAL RESIDENTIAL;**


Also

RZ 2019-03: LOT 1 THRU LOT 7 AND EAST NEW YORK ST. OF THE ASSESSOR'S PLAT OF EAST NEW YORK ST. LOCATED IN THE W ½ SW ¼ OF SECTION 2, T47N-R27W **FROM DEFERRED DEVELOPMENT TO GENERAL RESIDENTIAL;**

Also

RZ 2019-04: LOTS 19-27 AND EAST BANK STREET OF THE ASSESSOR'S PLAT OF THE NEBRASKA LOCATION, PART OF THE NE ¼ OF SEC. 10, T47N-R27W **FROM INDUSTRIAL TO GENERAL RESIDENTIAL.**

1. All notification and publication requirements of the Zoning Ordinance have been met. The present owners of the lots and all statutory required mailings have been made. The structures have been located on the lots in question for many years and all are believed to have been established prior to any Zoning Ordinance.
2. The above parcels have all been zoned as noted above since at least February 08, 1984. All single-family homes and associated accessory structures on the lots were either not permitted in the zoning district they were located in or required special zoning approval (Public Hearings). All structures are considered to be Class B Non-conforming Structures with repairs being restricted by the ordinance and replacement, in the event of destruction, either being limited or not permitted.
3. The Ishpeming Planning Commission desires to bring these facts and this situation to the attention of the City Council and recommends that the affected parcels be rezoned to provide property owners with the same rights and responsibilities enjoyed by their appropriately zoned neighbors.


Alan K. Pierce, Zoning Administrator

9-10-2019

12

DPW SURPLUS VEHICLE LIST

020	Dodge	Pipe Truck	2500		\$ 500.00
031	2006 Chevrolet	Pickup	2500 4x4	1GCHK24206E110076	\$ 1,000.00
041	1998 Chevrolet	Pickup	S-10 2 WD	1GCCS1441WK195002	\$ 500.00
114	1999 Chevrolet	Pickup	Dump	1GBHK34R8TE253828	\$ 500.00
163	1981 Oshkosh	Plow	P2323	1OT2C3BB9B1019347	\$ 10,000

**CITY OF ISHPEMING
FAIR HOUSING PLAN****Efforts to Address Impediments to Fair Housing Choices**

Fair housing choice means that all persons have the same access to housing choices regardless of race, color, national origin, religion, sex, disability, familial status or income level. An impediment to Fair Housing Choice is a barrier or an action that prevents a person from exercising that right. Some of those barriers may include a shortage of affordable housing, income variables, discrimination based on historical prejudices and a lack of knowledge/education about fair housing choices.

Efforts to Affirmatively Further Fair Housing

Title 1 of the Housing and Community Development Act of 1974, as amended, requires that the City of Ishpeming, as a recipient of CDBG funding, affirmatively further fair housing. Generally this is through promoting and publicizing Fair Housing and Civil Rights laws. The City of Ishpeming must develop a method of documenting efforts to promote and monitor fair housing activities. This Fair Housing Plan will provide activities the City will take to accomplish this requirement.

Fair Housing Activities to Further Fair Housing

The City Council has identified the following activities, which will promote and further fair housing opportunities to residents of the City:

Fair Housing Activity	Status
Adoption of Fair Housing Policy	City Council adopted a Fair Housing Policy.
Display state and federal fair housing posters at the Ishpeming City Hall.	Posters on display at city hall offices.
Develop and display informational materials to promote local awareness of fair housing laws and guidelines.	Fair housing pamphlets available at City Hall.
Promote fair housing activities	The Ishpeming City Council will issue a Fair Housing Month proclamation in April.
Display of equal housing opportunity sign	A sign indicating the City supports Equal Housing Opportunity is displayed at city hall.

City of Ishpeming Affirmatively Furthers Fair Housing

The Ishpeming City Council recognizes the importance of fair housing and certifies they will take appropriate steps to affirmatively further fair housing.

ADOPTED BY THE ISHPEMING CITY COUNCIL, MARQUETTE COUNTY, MICHIGAN.

Cathy Smith, City Clerk

Date

**CITY OF ISHPEMING
FAIR HOUSING DISCRIMINATION COMPLAINT PROCESS**

Federal law prohibits housing discrimination based on race, color, national origin, religion, sex, family status, or disability. The City of Ishpeming has established a Fair Housing Complaint Process to assist its residents.

If you have been trying to buy or rent a home or apartment and you believe your rights have been violated, you can file a fair housing complaint with the U.S. Department of Housing and Urban Development (HUD).

There are several ways to file a complaint with the U.S. Department of Housing and Urban Development (HUD):

- File a complaint by using the online form at:
http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/online-complaint
- Call 800.669.9777 or 313.226.7900 or 312.353.7777 or 800.765.9372.
- For the hearing impaired TTY call: 1-800-927-9275
- Email your complaint to fhea.webmanager@hud.gov
- Request a form from the City Clerk's office at City Hall or obtain it from the HUD website http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/online-complaint and mail the form directly to HUD at one of the address below:

Office of Fair Housing and Equal Opportunity
Department of Housing and Urban Development
Room 5204
451 Seventh St. SW
Washington, DC 20410-2000

Michigan Residents can also send the form to:

Detroit FHEO Center
16th Floor
477 Michigan Avenue
Detroit, MI 48226

To contact the HUD office that serves Michigan (Region V), send the form to:

Chicago Regional Office
HUD Midwest Office
77 W. Jackson Boulevard, Suite 2101
Chicago, IL 60604

Cathy Smith, City Clerk



**CITY OF ISHPERING, MARQUETTE COUNTY
SECTION 504 ADA SELF-EVALUATION QUESTIONNAIRE**

The City of Ishpeming has more than 30 full time employees.

PART I

1. The City of Ishpeming provides the following programs and services to residents and visitors:
 - a. Municipal water and sewer service; wastewater treatment- Ishpeming Area Wastewater Treatment Facility, water- Negaunee-Ishpeming Water Authority
 - b. Parks and recreation facilities
 - c. Solid waste collection and compost drop-off; collection by contracted waste hauler
 - d. Police services
 - e. Fire protection services
 - f. Carnegie Public Library
 - g. Streets and sidewalks
 - h. Economic development (Greater Ishpeming-Negaunee Chamber of Commerce)
 - i. Building code inspections performed by Marquette County Building Code Department
 - j. Rental dwelling inspections
 - k. Community development
 - l. Zoning and land use
 - m. Cemetery
 - n. Pioneer Bluff Apartments- public housing for families and senior/disable individuals
 - o. Downtown Development Authority
 - p. Senior citizen services- Greater Ishpeming Commission on Aging and Ishpeming Multi-Purpose Senior Center

2. Below is a listing of the various policies and ordinances that direct the operation of the programs and services listed above.
 - City Charter
 - Code of Ordinances,
 - Adopted City Policies
 - Cemetery Rules and Fee Schedule
 - City Zoning Ordinance
 - Adopted Rate and Fee Schedule
 - City of Ishpeming Master Plan
 - City of Ishpeming Recreation Plan
 - City of Ishpeming Capital Improvement Plan
 - City budget

3. Identify issues with any program qualifications, eligibility, admission requirements or licensing standards that an individual must meet that might negatively affect individuals with disabilities.

- a. Do you currently provide a qualified disabled individual the opportunity to participate in, or benefit from, the aid, benefit, or service you provide?

Qualified disabled individuals are provided the opportunity to participate in, or benefit from, the aid, benefit, or service the City provides: Accessibility is provided at city recreation areas, at governmental meetings, and public events held at city-owned buildings.

- b. Do you provide opportunities for participation or benefit to the disabled, equal to opportunities afforded the population at large?

The City provides opportunities to the disabled for participation; if needed reasonable accommodations can be made.

- c. Do you avoid providing different or separate aids, benefits, or services to a qualified individual with a disability unless proven necessary to make them as effective as the aids, benefits, or services provided to others?

The City provides reasonable accommodations to a qualified individual with a disability.

- d. Do you exercise due diligence to avoid assisting or contracting with any persons or entities that are known to discriminate based on disability?

The City exercises due diligence to avoid assisting or contracting with any persons or entities that are known to discriminate based on disability.

- e. Do you allow qualified disabled individuals a full opportunity to participate in all local policy planning or advisory boards? This includes providing reasonable accommodations in the scheduling of time and/or location of meetings, use of auxiliary aids including guide dogs, etc.

The City allows qualified disabled individuals a full opportunity to participate in all local policy planning or advisory boards. The City provides reasonable accommodations in the scheduling of time and/or location of meetings and use of auxiliary aids including guide dogs, etc.

4. In the area of employment, the City of Ishpeming is an *Equal Opportunity Employer* and as such follows policies, practices, and procedures to ensure non-discrimination based on disability:

- a. Public advertising of vacant positions and other job opportunities are in local and regional newspapers and contacting appropriate state/federal employment services
- b. Processing and review of applications;
- c. Testing and established minimum requirements have been reviewed as to not be discriminatory;
- d. Interviewing is conducted in accordance with state laws, nondiscriminatory interview questions are avoided; the city will provide necessary accommodations upon request;
- e. The City Personnel Policy outlines the procedures employed by city administration in regards to promotion/demotion, layoff/reinstatement, or transfer, including changes in compensation, these are reviewed to ensure they are nondiscriminatory ;
- f. The City Personnel Policy outlines job assignments/classifications and requires the

- nondiscriminatory treatment of employees by supervisory personnel;
- g. The City Personnel Policy assures equal access to benefits, including policies on use of vacation and sick leave, unpaid leave of absence, and compensatory time. Also include opportunities for training, attendance at conferences, or other supported activities, including recreational or social programs, health and insurance benefits, etc.;
 - h. City personnel policies and city administrative procedures provide for city administration to consider a request for a reasonable accommodation on the job, including determining whether an individual with a disability is capable of performing the essential functions of a particular job with or without a reasonable accommodation. The City Manager, along with guidance from the city attorney will review and act upon such a request.
5. To insure that communication with disabled applicants, participants, and members of the public are as effective as communications with non-disabled individuals:
- a. If any written materials are produced on a program or service, indicate whether the following alternative formats are provided:

Audio tape	<input type="checkbox"/> Yes	<input type="checkbox"/> No <input checked="" type="checkbox"/> if requested and resources are available
Braille	<input type="checkbox"/> Yes	<input type="checkbox"/> No <input checked="" type="checkbox"/> if requested and resources are available
Reader	<input type="checkbox"/> Yes	<input type="checkbox"/> No <input checked="" type="checkbox"/> if requested and resources are available
Aide	<input type="checkbox"/> Yes	<input type="checkbox"/> No <input checked="" type="checkbox"/> if requested and resources are available
Mailed to home	<input type="checkbox"/> Yes	<input type="checkbox"/> No <input checked="" type="checkbox"/> if requested and resources are available
Large print format	<input type="checkbox"/> Yes	<input type="checkbox"/> No <input checked="" type="checkbox"/> if requested and resources are available
Interpreter	<input type="checkbox"/> Yes	<input type="checkbox"/> No <input checked="" type="checkbox"/> if requested and resources are available
Other assistance	<input type="checkbox"/> Yes	<input type="checkbox"/> No <input checked="" type="checkbox"/> if requested and resources are available

The Carnegie Public Library has large print books and audio tape books available at the library. Upon request, the City could obtain books printed in Braille for a patron. If a special need arises, library staff could provide limited services in reading a book to patrons.

Upon request and resources are available, the City could, provide alternative formats described above to explain and communicate programs and services to city residents and to the public.

- b. How would a disabled person learn about these auxiliary aids and services, and how could they request such assistance from you? **Placement of notices at City offices and other city-owned facilities and inclusion of such notices on notices of public meetings. Individuals would contact city officials for assistance.**
- c. How will you ensure that meetings, hearings, and conferences are accessible for individuals with communication disabilities? **With seven days' notice, the City will provide reasonable accommodations to an individual.**
- d. Do you currently offer TDD (telecommunication device for the disabled) access within your communications system? **The City does not utilize TDD communication services.**
- e. Are 911 or E-911 emergency service offered within your jurisdiction? If so, is there a TDD connected to your system? **Marquette County E 911 (Enhanced) Dispatch**

Center is capable of receiving TDD communications. Marquette County E 911 (Enhanced) Dispatch Center is also capable of receiving 911 calls via text messaging.

- f. Do you have a toll-free phone number to access services and programs? If so, is it usable by persons with hearing impairments? **The City does not have a toll-free number to access services and programs.**
- g. Do you have any public telephones located within your facilities? If so, is at least one phone hearing aid compatible? **There are no public phones at the Ishpeming City Hall or Senior Center. City staff will assist hearing-impaired individuals in making or receiving phone calls.**

Considering the relatively small scale of the City of Ishpeming, and the limited financial resources available, it is necessary to limit aid to the most basic and cost-effective services. As resources are available, staff, boards and officials of the City of Ishpeming will be provided training in providing meaningful access of services, and benefits to all individuals.

Part II

- 1. Do you have a policy regarding non-discrimination on the basis of disability that is in compliance with CDBG requirements? ☒ Yes ☐ No
- 2. Is a copy included in the appropriate project files with your self- evaluation and other related documentation? ☒ Yes ☐ No
- 3. Does your Notice of Nondiscrimination include the following?
 - a. Contact information for your 504/ADA coordinator ☒ Yes ☐ No
 - b. How to request auxiliary aids or other services ☒ Yes ☐ No
 - c. That alternative formats are available ☒ Yes ☐ No
 - d. That a complaint grievance procedure has been adopted ☒ Yes ☐ No
- 4. Do you have a grievance procedure? ☒ Yes ☐ No

If you answered No, then you must adopt one for successful completion of this project.

If you answered Yes, does it include the following?

- a. A statement allowing an individual to submit a grievance in alternative formats ☒ Yes ☐ No
- b. A time limit for filing a grievance procedure ☒ Yes ☐ No
- c. Information on how to also file a complaint through appropriate State or Federal agencies ☒ Yes ☐ No

Part III Certification

I have reviewed the above self-evaluation and believe it to be accurate.

Steven Snowaert
Interim City Manager
City of Ishpeming

Date

CITY OF ISHPEMING SECTION 508 CITIZEN PARTICIPATION PLAN

Citizen Participation

The City of Ishpeming, as a recipient of Community Development Block Grant funding, has developed and adopted this Citizen Participation Plan to be in compliance with Section 508 of the Housing and Community Development Act of 1974, as amended.

This Plan:

- Provides for and encourages citizen participation, with particular emphasis on participation by persons of Low and Moderate Income (LMI) who are residents of slum or blighted areas and of areas in which funds are proposed to be used.
- Provides citizens with reasonable and timely access to local meetings, information, and records relating to the City of Ishpeming proposed method of distribution and relating to the actual use of funds under Title I of the Housing and Community Development Act of 1974, as amended.
- Provides for technical assistance to groups representative of persons of LMI that request such assistance in developing proposals with the level and type of assistance to be determined by the City of Ishpeming.
- Provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including the development of needs, review of proposed activities, and review of program performance; which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodations for the handicapped. At a minimum, two hearings are required: one at the time of application, and one at the end of the grant.
- Provides for a formal written procedure that will accommodate a timely written response to written complaints and grievances, within 15 days where practicable.
- Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be expected to participate.

The City of Ishpeming provides citizens with adequate opportunity to participate in the planning, implementation, and assessment of the Community Development Block Grant (CDBG) program. The City of Ishpeming will provide adequate information to citizens, hold a public hearing at the initial stage of the planning process to obtain views and proposals of citizens, and provide opportunity to comment on the City of Ishpeming's community development performance.

Scheduling and Providing Notices of Public Hearings

To provide for adequate notice, a minimum of five calendar days' notice must be given of any public hearing. The initial public hearing must be scheduled early in the planning process to ensure adequate public participation and still permit the City of Ishpeming to complete and submit an application. In addition, the City of Ishpeming must provide citizens with reasonable and timely access to the hearings. The location and times of these hearings must be scheduled in such a manner as to be convenient to potential or actual beneficiaries with accommodations for the handicapped and non-English speaking persons.

Citizens, with particular emphasis on persons of LMI who are residents of slum or blighted areas, must be encouraged to submit their views and proposals regarding community development and housing needs. Citizens must be made aware of where they may submit their views and proposals should they be unable to attend the public hearing. Where a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter must be present to accommodate the needs of the non-English speaking residents. Citizens must be provided with the following information at the public hearing prior to application submittal to the state. The following items must be included in the first public notice:

- The amount of funds available for proposed community development.
- The range of activities that may be undertaken, including the estimated amount proposed to be used for activities that will benefit LMI persons.
- The plans of the applicant for minimizing displacement of persons as a result of activities assisted with such funds and the benefits to be provided by persons actually displaced as a result of such activities.
- The City of Ishpeming will provide citizens with information regarding the applicant's performance in prior CDBG programs funded by the State.

In addition, the hearing should inform citizens of the proposed objectives, proposed activities, the location of the proposed activities, and the amounts to be used for each activity. Citizens must be given the opportunity to review the application and comment on the proposed application. The notice must state the proposed submittal date of the application and must provide the location at which, and hours when, the application is available for review. The application must be available for review when the notice is published in the newspaper.

Written minutes of hearings and an attendance roster must be submitted to the MEDC Program Specialist and kept for review by State officials.

To satisfy all the requirements of citizen participation, additional information will provided to citizens.

The City of Ishpeming will retain as proof of the published public notices in the form of an affidavit or the actual newspaper page showing the published notice with the publication date of each public notice. Such proof will be submitted to the MEDC.

Technical Assistance

The City of Ishpeming must provide technical assistance to facilitate citizen participation when requested, particularly to groups' representative of persons of LMI. The level and type of technical assistance will be determined by the City of Ishpeming based upon the specific needs of the community's residents.

Complaint Procedures

The City of Ishpeming has a written citizen and administrative complaint procedures. All written citizen complaints that identify deficiencies relative to the City of Ishpeming 's community development program merit full, prompt consideration, and must be handled according to their written complaints procedure. Good faith attempts must be made to satisfactorily resolve the complaint at the local level.

This citizen and administrative complaint procedures is established to meet the requirements of Section 508:

- The complaint should be in writing and contain information about the alleged discrimination such as name, address, phone number of complainant and location, date, and description of the problem. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint, will be made available for persons with disabilities upon request.
- The complaint should be submitted by the grievant or his/her designee as soon as possible but no later than 60 calendar days after the alleged violation to:

**Cathy Smith, City Clerk
100 E Division St
Ishpeming, MI 49849
(906) 485-1091**

Within 15 calendar days after receipt of the complaint, Cathy Smith or her designee will meet with the complainant to discuss the complaint and the possible resolutions. Within 15 calendar days of the meeting, Cathy Smith or her designee will respond in writing, and where appropriate, in format accessible to the complainant, such as large print, Braille, or audio tape. The response will explain the position of City of Ishpeming and offer options for substantive resolution of the complaint.

- If the response by Cathy Smith or her designee does not satisfactorily resolve the issue, the complainant or his/her designee may appeal the decision of within 15 calendar days after receipt of the response to the City Manager.
- Within 15 calendar days after receipt of the appeal, the City Manager will meet with the complainant to discuss the complaint and possible resolutions. Within 15 calendar days after the meeting, the City Manager will respond in writing, and, where appropriate, in a format accessible to the complainant, with a final resolution of the complaint.
- All written complaints received by Cathy Smith or her designee, appeals to the City Manager, and responses from these two offices will be retained by the City of Ishpeming for at least three years.

All citizen complaints relative to Fair Housing/Equal Opportunity violations involving discrimination must be forwarded to the Michigan Department of Civil Rights [Michigan Department of Civil Rights, Intake Team, 3054 West Grand Blvd., Suite 3-600, Detroit, MI 48202] for disposition. The complainant must be notified in writing within 10 days that, due to the nature of the complaint, it has been forwarded to the Michigan Department of Civil Rights. Citizens must be made aware that they can forward a complaint alleging discrimination directly to the Michigan Department of Civil Rights, Intake Team, 3054 West Grand Blvd., Suite 3-600, Detroit, MI 48202. Persons wishing to object to the Michigan Strategic Fund's (MSF) approval of an application may make such objection known to the Michigan Economic Development Corporation.

The MSF will consider objections made only on the following grounds:

- The City of Ishpeming 's description of needs and objectives is plainly inconsistent with available facts and data.

- The activities to be undertaken are plainly inappropriate to meeting the needs and objectives identified by the City of Ishpeming.
- The application does not comply with the requirements set forth in the final statement (consolidated plan) or other applicable laws. Such objections should include both identification of the requirements not met and, in the case of objections relative to the first bullet above, must include the data upon which the objection is based. Performance Hearings prior to close-out of the CDBG, the recipient must have a public hearing to obtain citizen views and to respond to questions relative to the recipient's performance. This hearing must be conducted after any construction or other significant activity has been completed. It may be conducted during or after the lien period. A copy of the public notice and minutes of the hearing must be submitted with the close-out documents.

Documentation must be kept at the local level to support compliance with the aforementioned requirements.

The City of Ishpeming recognizes the importance of adequate public participation in seeking Community Development Block Grant funds.

ADOPTED BY THE ISHPEMING CITY COUNCIL, MARQUETTE COUNTY, MICHIGAN.

Cathy Smith, City Clerk

Date

**CITY OF ISHPEMING
RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION PLAN UNDER SECTION 104(D)
OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED**

Minimize Displacement

Consistent with the goals and objectives of activities assisted under the Housing and Community Development Act of 1974, as amended, the City of Ishpeming will take the following steps to minimize the displacement of persons from their homes:

- A. Coordinate code enforcement with rehabilitation and housing assistance programs.
- B. Evaluate housing codes and rehabilitation standards in reinvestment areas to prevent their placing undue financial burden on long-established owners or tenants of multi-family buildings.
- C. Stage rehabilitation of apartment units to allow tenants to remain during and after rehabilitation by working with empty units or buildings first.
- D. Establish facilities to house persons who must be relocated temporarily during rehabilitation.
- E. Adopt public policies to identify and mitigate displacement resulting from intensive public investment in neighborhoods.
- F. Adopt policies which provide reasonable protections for tenants faced with conversion to a condominium or cooperative.
- G. Adopt tax assessment policies such as deferred tax payment plans to reduce impact or rapidly increasing assessments on low income owner occupants or tenants in revitalizing areas.
- H. Establish counseling centers to provide homeowners and renters with information on the assistance available to help them remain in their neighborhood in the face of revitalization pressures.

Relocation Assistance to Displaced Persons

The City of Ishpeming will provide relocation assistance for lower-income tenants who, in connection with an activity assisted under the CDBG Program, move permanently or move personal property from real property as a direct result of the demolition of any dwelling unit or the conversion of a lower-income dwelling unit in accordance with the requirements of 24 CFR 42.350. A displaced person who is not a lower-income tenant, will be provided relocation assistance in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR Part 24.

One-for-One Replacement of Lower-Income Dwelling Units

The City of Ishpeming will replace all occupied and vacant occupiable low and moderate income dwelling units demolished or converted to a use other than as low and moderate income housing in connection with an activity assisted with funds provided under the Housing and Community Development Act of 1974, as amended, as described in 24 CFR 570.488 (c) in Subpart I.

Before entering into a contract committing the City of Ishpeming to provide funds for an activity that will directly result in demolition or conversion, the City of Ishpeming will make public by publication in the (Marquette) Mining Journal, a newspaper of general circulation within the City of Ishpeming and submit to Grants Administration the following information in writing:

- A. A description of the proposed assisted activity;
- B. The location on a map and number of dwelling units by size noting the number of bedrooms that will be demolished or converted to a use other than as low and moderate income dwelling units as a direct result of the assisted activities;
- C. A time schedule for the commencement and completion of the demolition or conversion;
- D. The location on a map and the number of dwelling units by size and number of bedrooms that will be provided as replacement dwelling units. If such data are not available at the time of the general submission, the City of Ishpeming will identify the general location on an area map and the approximate number of dwellings units by size and provide information identifying the specific location and number of dwelling units by size as soon as it is available;
- E. The source of funding and a time schedule for the provision of the replacement dwelling units;
- F. The basis for concluding that each replacement dwelling unit will remain a low and moderate income dwelling unit for at least 10 years from the date of initial occupancy;
- G. Information demonstrating that any proposed replacement of dwelling units with smaller dwelling units is consistent with the housing needs of lower income households in the jurisdiction.

To the extent that the specific location of the replacement units and other data in items D-G are not available at the time of the general submission, the City of Ishpeming will identify the general location of such dwelling units on a map and complete the disclosure and submission requirements as soon as the specific data is available.

Contacts

Cathy Smith, (906 485-1091) has been designated as the city official responsible for:

- tracking the replacement of housing and ensuring that it is provided within the required period and,
- responsible for ensuring requirements are met for notification and provision of relocation assistance, as described in 570.488 (c), to any lower income person displaced by the demolition of any dwelling unit or the conversion of a low and moderate income dwelling unit to another use in connection with an assisted activity.

ADOPTED BY THE ISHPERING CITY COUNCIL, MARQUETTE COUNTY, MICHIGAN.

Cathy Smith, City Clerk

Date

PROCUREMENT POLICY

These procedures are intended to serve as guidelines for the procurement of supplies, equipment, construction services and professional services for the Community Development Block Grant (CDBG) Program. These guidelines meet the standards established in 24 CFR 85.36.

CODE OF CONDUCT

No employee, officer, or agent of the City of Ishpeming shall participate in the selection or in the award or administration of a contract supported by CDBG funds if a conflict of interest, real or apparent, would be involved. Such a conflict could arise if the employee, officer or agent; any member of his/her immediate family; his/her partner; or an organization which employs or is about to employ any of the above, has a financial or other interest in the firm selected for award.

No officer, employee or agent of the City of Ishpeming shall solicit or accept gratuities, favors or anything of monetary value from contractors or firms, potential contractors or firms, or parties to sub-agreements, except where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value.

Any alleged violations of these standards of conduct shall be referred to the City Manager. Where violations appear to have occurred, the offending employee, officer or agent shall be subject to disciplinary action, including but not limited to dismissal or transfer; where violations or infractions appear to be substantial in nature, the matter may be referred to the appropriate officials for criminal investigation and possible prosecution.

PROCUREMENT PROCEDURES

The director or supervisor of each department of the City of Ishpeming responsible for procurement of services, supplies, equipment, or construction obtained with CDBG funds shall review all proposed procurement actions to avoid the purchase of unnecessary or duplicative items. Such reviews shall consider consolidation or breaking out to obtain a more economical purchase. When determined appropriate by the director or supervisor, an analysis to determine which approach would be the most economical shall be undertaken.

The City of Ishpeming shall take affirmative steps to assure that small and minority firms, women's business enterprises, and labor surplus firms are solicited whenever they are potential qualified sources. The City of Ishpeming shall also consider the feasibility of dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority firms, women's business enterprises, and labor surplus firms. Where permitted by regulations, delivery schedules will be developed which will include participation by such businesses.

The City of Ishpeming shall assist the prime contractor whenever possible by providing copies of lists which identify qualified small and minority firms, women's business enterprises, and labor surplus area firms.

SELECTION PROCEDURES

ALL procurement carried out with CDBG funds, where the City of Ishpeming is a direct party, shall be carried out in a manner that provides maximum free and open competition. Procurement procedures will not restrict or eliminate competition. The City of Ishpeming shall not place unreasonable requirements

on firms in order for them to qualify to do business, nor will the City of Ishpeming encourage or participate in noncompetitive practices among firms. The City of Ishpeming is alert to organizational conflicts, which would jeopardize the negotiation process and limit competition. The City of Ishpeming will not require unnecessary experience or bonding requirements.

Pursuant to state law and federal regulations (24 CFR 85.36(b)), all solicitations of offers shall incorporate a clear accurate description of the technical requirements for the material, service, or product to be procured. In competitive procurements, these descriptions shall not contain features, which unduly limit competition. The description may include a statement of the qualitative nature of the material, product, or service and the minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications shall be avoided whenever possible. A "brand name or equal" description may be used to define the performance or other salient requirements of procurement. The specific features of the named brand, which must be met by offerors, shall be clearly stated.

All solicitations of offers shall clearly set forth all requirements, which offerors must fulfill, and all other factors to be used in evaluating bids, proposals, or statements of qualifications.

Contracts shall be awarded only to responsible contractors/firms that possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.

Consideration shall be given to such factors as the contractor's/firm's capacity, integrity, compliance with public policy, record of past performance, and financial and technical resources.

METHODS OF PROCUREMENT

Direct procurement by the City of Ishpeming shall be made by using one of the following methods depending on the type of service to be procured.

Small Purchase Procedures. Relatively simple, informal procurement procedures will be used where the purchase of materials, single task services, supplies, equipment, and/or other property will not cost in the aggregate more than \$100,000, except where further limited by state law or local policy. The procurement officer must obtain a minimum of three oral or written price or rate quotations from qualified sources. Documentation on all quotations received (whether oral or written) shall be made a part of the file. Selections shall be made principally on price. Payment shall be made upon delivery or completion.

Competitive Sealed Bids/Formal Advertising. Under this procedure, bids are publicly advertised in accordance with the applicable laws. A firm fixed price contract (either lump sum or unit price) shall be awarded to the responsible bidder whose bid is lowest in price and that conforms to all the material terms and conditions of the advertisement for bids.

Competitive sealed bids can be used **ONLY** when the following criteria are met: (1) there are complete, adequate, and realistic specifications or purchase descriptions; (2) there are two or more responsible bidders who are willing and able to compete effectively; (3) the procurement can be made on a firm fixed-price contract and selection of the successful bidder can appropriately be made principally on the basis of price.

When formal advertising is used, the following conditions shall be met.

- i. The advertisement for bids shall be publicly advertised.

- ii. The advertisement for bids, including the specifications and pertinent attachments, shall clearly define the items, end products or services needed in order for the bidders to properly respond to the advertisement.
- iii. All bids shall be opened publicly at the time and place specified in the advertisement for bids.

A firm fixed-price contract award shall be made by written notice to the lowest responsive and responsible bidder whose bid conforms to the advertisement for bids. Notwithstanding the above, any or all bids may be rejected when there are sound documented business reasons in the best interest of the CDBG Program.

"Responsible bidder" refers to the character or quality of the bidder -- whether it is an entity with which the City of Ishpeming is safe doing business.

"Responsive bidder" refers to whether or not the bidder has offered the City of Ishpeming in its bid what was asked for in the specifications.

Disqualification of a bidder for **lack of responsibility** will require notice to the bidder and the opportunity for a hearing. Rejection of a bid because of **unresponsiveness** requires only that bidder be informed of why bid was rejected.

Competitive Negotiation: Requests for Proposals/Qualification Statements. The technique of competitive proposals is normally conducted with more than one source submitting an offer. All competitive proposals shall be conducted using a formal RFP/RFQ containing at least the minimum items in the attached RFP/RFQ Outline (See Attachment A). Architectural and engineering services must be procured via requests for qualification statements; administrative consulting and other professional services must be procured via requests for proposals. Other professional services may also be procured by requests for proposals. The following procedures will be used for competitive negotiation:

- i. Requests for proposals or qualification statements will be adequately publicized to achieve sufficient competition. All submittals will be honored and entered into the competition.
- ii. Request for proposals or qualification statements shall contain a detailed list of tasks in the proposed scope of work that is expected to be accomplished.
- iii. The request for proposals or qualification statements shall identify all significant evaluation factors or selection criteria, including the corresponding point system that will be used to rate the proposals/qualification statements. Requests for proposals shall always include cost and at least one non-cost evaluation factor.
- iv. The department head, City Manager or City Council committee shall review all proposals and statements received and make a technical evaluation of each. This shall also include a written statement that identifies the basis upon which the selection was made; including the importance of cost (for RFPs).
- v. Contract award will be made to the responsible offeror whose submission is deemed most appropriate to the City of Ishpeming with consideration for price, qualifications, and other factors set by the local governing body. Unsuccessful offerors shall be notified in writing within ten working days of contract award. Documentation of notification shall be maintained in the contract selection file for the individual project.

For qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated, and the most qualified competitor is selected, at least three firms will be solicited. Following the review of the qualification statements received, the most qualified competitor will be selected to enter into contract negotiation. This shall always include negotiation of price to insure cost reasonableness. At the conclusion of successful negotiation, the competitor shall be invited to enter into a contract.

CONTRACT PRICING

The City of Ishpeming shall perform cost or pricing analysis in connection with EVERY procurement action including contract modifications in accordance with the requirements of "Cost and Price Analysis for HUD Grantees and Funding Recipients". [See Attachment C] Costs or prices based on estimated costs for CDBG projects shall be allowed only to the extent that the costs incurred, or the cost estimates included in negotiated prices are consistent with federal cost principles [48 CFR Part 31]. Lump sum prices will only be utilized when there is a definable work product and the quantity to be provided is certain and the contractor assumes all the risk for costs incurred. Unit prices can be utilized when there is a definable work product and the contractor assume all the risk for costs incurred, but the quantity is estimated. Cost reimbursement will be utilized when the task does not result in a definable work product or the contractor will not assume the risk of incurring the cost to complete the task. Cost reimbursement, unit or lump sum price, or a combination thereof may be utilized as appropriate.

A cost reimbursement type contract is most appropriate when the scope and extent of the work to be performed are not clearly defined, such as a professional services contract. A cost reimbursement contract MUST clearly establish a cost ceiling, which may not be exceeded without formally amending the contract, and must identify a fixed dollar profit that may not be increased unless there is a contract amendment that increases the scope of the work.

A fixed price contract is appropriate when the scope of work is very well defined and product oriented. A fixed price contract can only be awarded when fair and reasonable prices can be established through adequate price competition and the solicitation is based principally on price. A fixed price contract MUST establish a guaranteed price that may not be increased.

Cost plus percentage of cost and percentage of construction cost methods of contracting MUST NOT be used.

PROCUREMENT RECORDS

The City of Ishpeming shall maintain records sufficient to detail the history of the procurement. The records will include the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection and the basis for the contract price

CONTRACT PROVISIONS

The records shall include the following contract provisions and conditions:

- i. Contracts other than small purchase shall contain provisions that allow for administrative, contractual, or legal remedies if contractors violate or breach contract terms, and provide for sanctions and penalties as appropriate.
- ii. All contracts in excess of \$10,000 shall provide for termination for cause and for convenience by the City of Ishpeming including the manner in which it will be done and the basis for settlement.

- iii. All construction contracts and subcontracts in excess of \$10,000 shall include provisions which require compliance with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in DOL regulations (41 CFR Part 60).
- iv. All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick-Back" Act (18 USC 874) as supplemented by DOL regulations (29 CFR Part 3).
- v. All contracts or subcontracts in excess of \$2,000 for construction or repair shall include a provision for compliance with the Davis-Bacon Act (40 USC 276a to a-7) as supplemented by DOL regulations (29 CFR Part 5).
- vi. All construction or repair contracts or subcontracts in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers, shall include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by DOL regulations (29 CFR Part 5).
- vii. All negotiated contracts shall include a provision that makes it possible for the State of Michigan, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, to have access to any books, documents, papers, or records of the contractor/firm that are directly pertinent to the contract, for the purpose of making audit examination excerpts and transcriptions. Further, the contract must include a provision that all required records will be maintained by the contractor/firm for a period of four years after the City of Ishpeming formally closes out each CDBG program.
- viii. All contracts, subcontracts, and subgrants in amounts in excess of \$100,000 shall contain a provision which requires compliance with the requirements of Section 306 of the Clean Air Act (42 USC 1857 h), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- ix. The City of Ishpeming will be permitted to require changes, remedies, changed conditions, access and record retention, and suspension of work clauses approved by the City Council.

CONTRACT ADMINISTRATION

The City of Ishpeming shall maintain contract administration systems that insure contractors/firms perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. The accepted performance of contractors/ firms will be a factor in subsequent contract negotiations and award. Remedial action by the City of Ishpeming through legal processes shall be considered in instances of identified significant nonperformance.

PROTEST PROCEDURE

Any person who is aggrieved in connection with the solicitation or award of a contract shall make a protest to the City Manager.

Protest with respect to a **solicitation** shall be submitted in writing at least two working days prior to the opening of bids. Protest with respect to the **award** of a contract shall be submitted in writing within ten calendar days after the contract award.

ADOPTED BY THE ISHPEMING CITY COUNCIL, MARQUETTE COUNTY, MICHIGAN.

Cathy Smith, City Clerk

Date

PROCUREMENT POLICY

ATTACHMENT A – RFP/RFQ OUTLINE

Under the federal procurement regulations professional services are typically procured through the competitive proposal or request for proposal method [24 CFR 85.36(d)(3)]. A well-written RFP or RFQ will contain all of the information the proposers need to know in a manner that captures interest and is easy to follow. The RFP or RFQ will consist of an introduction and six sections, each of which is summarized briefly on this page:

COUNCIL

All RFPs or RFQ issued by the City of Ishpeming for professional services will at minimum contain the following items:

1. **Advertisement/Purpose (Introduction)** –A summary of the services being solicited and the due date for proposals.
2. **Program Information** – Will include an overview of the grant/project status and a summary of the roles and responsibilities of all involved parties to provide the context for the solicited services and capture the interest of potential respondents.
3. **Scope of Services** - Will include an overview of the solicited services, summarize general expectations, specify the anticipated role of the selected firm, and provide a detailed list of tasks to be accomplished. Should be connected to the fee proposal and be detailed enough to be in the final contract.
 - **Statement of Work (RFP only):** All tasks the selected consultant will be expected to perform will be listed in detail. The list must be detailed enough for the consultant to provide price or estimated cost for the services.
4. **Submission and Evaluation Requirements** – Will describe what sections should be included in the proposal (e.g. approach, organization chart or staffing plan, fee proposal (RFP only), etc.) and what information each of those sections should contain. In addition, the criteria the City will use to evaluate the proposal and the weights for each criterion will be described. Submission requirements and evaluation criteria should be linked.
 - **Approach section (RFP):** For each task identified in the scope of work, respondent is to describe how they would accomplish the task(s).
 - **Project staffing:** Respondent will be asked to include names and roles of principal staff members, time commitments for principal staff members, and attach resumes.
 - **Qualifications:** Respondent will be asked to include project summaries the respondent's relevant experience, organized by firm or by type of experience.
 - **Fee proposal (RFP only):** Respondent will be asked to provide a price for services described in the approach, broken out by task.
5. **Schedule and Required Information** – Will provide information about the procurement not related to the actual project. This includes a schedule/timetable for the procurement, information on written questions and pre-proposal conference, contractual obligations, information on conflict of interest, and all other required clauses.

6. Attachments - Provide any required forms (e.g. form for fee proposal or Certifications/Assurances), further clarify the expectations by including a sample contract, copies of the roles/ responsibilities checklist, and/or scopes of work for other consultants, and include more detailed information on the project (e.g. application or project summary).

PROCUREMENT POLICY

ATTACHMENT B – Sealed Bid Requirements and Procedures

Under the federal procurement regulations construction services are required to be procured through the competitive sealed bid method [24 CFR 85.36(d)(2)]. This method is also required for the procurement of equipment and supplies over \$100,000.

Sealed Bid Requirements

1. Advertisement or bids- instructions to potential bidders including location and time and date for submission; availability of bid documents and duration of public inspection, deposit(s) and other bidding requirements; notice of Federal contract requirements.
2. Information for Bidders- instructions to potential bidders including: bid preparation requirements; details for price submission; bidder qualifications, bid security requirements, timelines for bid and contract award; liquidated damages provisions; conditions of work; addenda and interpretations; security for performance; power of attorney; governing laws and regulations; method of bid award; and obligations of bidders.
3. Requirements for a Bid Guarantee. The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
4. Requirements for a Performance Bond. A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
5. Requirements for a Payment Bond. A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.
6. Requirements for a Certificate as to Corporate Principal.
7. Requirements for a Public Work Bid, including acceptable pricing format.

Sealed Bid Procedures

The sealed bid solicitation will be published at least once, not less than 30 and not more than 45 days before the date for filing bids in a newspaper that serves as the official publication for the grantee. If the grantee does not have an official publication then it will be published in a newspaper published at least once weekly and having general circulation in the geographic area served by the governmental entity. Preference should be given to a newspaper published daily if available.

The sealed bid solicitation will insure the complete plans and specifications will be available on the date of the first advertisement.

The advertisement for the sealed bid solicitation will indicate where specifications can be obtained and when and where bids will be received and opened.

All sealed bids received will be date and time stamped upon receipt.

Any sealed bid, which does not arrive at the designated place by the appointed time, will not be considered and will not be opened. The bid will be marked by the time received and returned to the bidder unopened.

All bids will remain confidential until the public bid opening.

All bids submitted on time will be publicly opened and the sealed bids read aloud.

Where specified in the bid documents, factors such as discounts, transportation costs, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts shall only be used to determine low bid when prior experience indicates that such discounts are generally taken.

After approval by the City Council, a firm fixed price award in writing to the lowest responsive bidder whose bid conforms to the advertisement for bids will be made.

A bid abstract of the bid opening will be maintained. At a minimum, it will include the following:

- date, time, and location of the bid opening;
- a listing of all bids received and the amounts of their bids
- a listing of all persons present;
- a tabulation of the bids opened;
- the award decision

Unsuccessful bidders will be promptly notified in writing.

PROCUREMENT POLICY

ATTACHMENT C – HUD Guidance on Cost Price Analysis

Under the federal procurement regulations grantees are required to perform a cost price analysis on every procurement action [24 CFR 85.36(f)]. HUD has provided a guide to recipients to meet this requirement. The important sections of which are provided below.

Quick Guide to Cost and Price Analysis for HUD Grantees and Funding Recipients

What is price analysis?

Price analysis is essentially price comparison. It is the evaluation of a proposed price (i.e., lump sum) without analyzing any of the separate cost elements that it is composed of.

What is cost analysis?

Cost analysis is the evaluation of the separate elements (e.g., labor, materials, etc.) that make up a contractor's total cost proposal or price (for both new contracts and modifications) to determine if they are allowable, directed related to the requirement and ultimately, reasonable.

Is cost or price analysis always required?

Yes. HUD's regulations at 24 Code of Federal Regulations (CFR) Part 84, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," and 24 CFR Part 85, "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments," require grantees to perform a cost or price analysis for *every* procurement action, including contract modifications (e.g., "change orders"), using HUD grant funds.

When do I perform a price analysis?

You use price analysis whenever you are comparing lump sum prices – not cost estimates - received from contractors in a competitive pricing situation (e.g., when sealed bids are obtained).

What qualifies as competition?

Generally, competition means two or more responsible (e.g., not debarred or suspended, etc.) offerors ("bidders"), competing independently, submit priced offers that satisfy the grantee's contract requirement. Obviously, the greater the number of offers received, the greater the competition and ideally, the better the pricing.

When do I perform a cost analysis?

Cost analysis is used whenever you do not have price competition. A cost analysis is required when:

- Using the **competitive proposal** (or "negotiated") method of contracting (see 24 CFR 85.36(d)(3) for a definition), e.g., for acquiring professional, consulting or architect/engineering (A/E) services. **Under the competitive proposal method, offerors are required to submit cost proposals that show the elements (e.g., labor, materials, overhead, and profit) of their proposed costs or price. SEE FORMAT BELOW.**
- Negotiating a contract with a **sole source**, i.e., not soliciting competitive bids or offers. When a sole source is appropriate and justified (see 24 CFR 85.36(d)(4)), you must obtain a complete cost breakdown from the sole source contractor and perform an analysis using the cost principles to establish a fair and reasonable price or estimated cost.

- After soliciting competitive sealed bids, you receive **only one bid**, and it differs substantially from your independent estimate of the contract price. If you determine that the bid is unreasonable and decide to not recompet (e.g., market survey tells you that you would not get competition), then you may formally cancel the solicitation and negotiate a contract price with the single bidder. In that case, you must obtain a cost breakdown of the single bid price and use cost principles to determine if that price is reasonable.
- Negotiating a **modification** (including change orders) to *any* type of contract, if the modification changes the work authorized under the contract, and changes the price or total estimated cost, either upwards or downwards. You must obtain a detailed breakdown of the contractor's proposed cost - not a lump sum proposal - before negotiating the change in contract price.

CAUTION: Modifications that change the work beyond the scope of the contract must be justified in accordance with the conditions set forth in 24 CFR 85.36(d)(4) or 24 CFR 84.43. If the out-of-scope change cannot be justified, you must procure the work competitively.

Do I need to analyze and negotiate profit separately?

Whenever you are required to perform a cost analysis, and you are negotiating a contract action that provides for a profit or fee, you must negotiate profit separately. When negotiating profit, you should consider **all** of the following:

- The complexity of the work to be performed. The more difficult the work, the more profit a contractor may be entitled to.
- Contractor's risk. How much risk - either performance or cost to the contractor - will the contract create? The higher the risk, the higher the reward, i.e., profit.
- Contractor's investment (labor, oversight, etc.). How much and what type of resources will the contractor have to dedicate to performing the contract? The greater the investment of resources the more profit.
- Subcontracting. The amount of profit depends upon the size, nature and oversight needs of the subcontracts the contractor will use. Will the contractor perform most of the work, or will he/she sub out some of it, and if so, how much? Will subcontracted work be routine or complex? What amount and level of oversight and management will subcontracted work require of the contractor? Simple subcontracts for routine supplies of services should not be worth as much profit as complex subcontracts that require a lot oversight by your own highly skilled staff or management.
- Quality of the contractor's past performance. Profit should reward the contractor for a proven record of high quality performance. A consistent record of delivering quality goods or services on time within cost, indicates that the contractor will likely "deliver the goods" to you, too. (Note: You probably will not be considering a poor performer for a new contract award.) Performance under the current contract must be considered when negotiating a modification.
- Industry profit rates in the surrounding geographical areas for similar work. What's the "going rate," especially for standard, more commercial types of work? **CAUTION:** Be careful to not pay going rates when the work required is not really covered by those rates, e.g., paying specialty rates for routine work.

CAUTION! The "cost-plus-a-percentage-of-cost" and "percentage-of-construction-cost" contract types are prohibited. (See also 24 CFR 85.36(f)(4), and 24 CFR 84.44(c).) These types of contracts reward contractors for incurring greater costs, which is just the opposite of what is in your, the buyer's, best interest.

How do cost analysis and price analysis apply to the different contracting methods?

- **Small Purchases.** For routine, commercial type purchases, comparing price or rate quotes obtained from an adequate number of qualified vendors is sufficient price analysis. If the small purchase is for professional or technical services, or the City needs to evaluate other factors than

price, then at least a limited cost analysis is appropriate. In either case, the City's analysis should include comparing the proposed prices to past prices it has paid for the same or similar items or services.

- **Sealed Bidding.** This is the preferred method for contracting for supplies, equipment and construction. (See 24 CFR 85.36(d)(2) for a definition.) Normally, the competitive pricing forces of the marketplace determine the reasonableness of the low price obtained through sealed bidding. Nevertheless, the City should always compare its own independent cost estimate to the low competitive bid received. In the event they are significantly different, the City will need to examine each to verify that either its own estimate or the market price is valid. Otherwise, no further price or cost analysis is required under sealed bidding.

CAUTION! *When only one bid is received in response to a competitive bid solicitation, you do not have price competition. If you decide to award on the basis of a single submitted bid price, i.e., without negotiation, you must justify that the price is fair and reasonable. At a minimum, you should compare the bid price to your own in-house estimate and past prices paid for the same or substantially similar item(s) in the past.*

You should also try to obtain information from the marketplace, if you have not already done so in developing your own estimate. If you decide to cancel the sealed bid and negotiate a contract price with the single bidder, you must obtain a complete cost breakdown and perform a cost analysis of the proposed price. If the bidder refuses to provide a breakdown of his/her costs, you may have no other choice than to resolicit bids. In any case, you must document the rationale for your award decision.

- **Competitive Proposals.** This method is most often used to contract for professional, consulting, and architect/engineering (A/E) services. (See 24 CFR 85.36(d)(3) for a definition.) To determine the reasonableness of proposed costs, you must obtain cost breakdowns from the offerors showing all the elements of their proposed total costs and perform a cost analysis of each proposal using the appropriate set of cost principles (discussed below).

NOTE! *When awarding a contract using the competitive proposal method, the type of contract (e.g., firm fixed-price or cost-reimbursement) you propose to award does not affect the requirement for a cost analysis. For example, if you intend to award a firm fixed-price contract via the competitive proposal method, you still must analyze all of the proposed costs contained in each offeror's price. However, you are not required to negotiate each individual cost element in arriving at an agreement on total price. The final price you negotiate with the contractor on a fixed-price contract normally reflects agreement only on the total price. Therefore, the overall objective should be to negotiate total prices that are fair and reasonable.*

NOTE! *In certain cases, the contract may specify separately priced items. This is commonly done in indefinite-delivery (e.g., indefinite-quantity, sometimes called job order, or "open ended") contracts. Under these contracts, the City orders pre-priced items on an as-needed basis, up to a stated maximum quantity. For these contracts, agreement must be reached on each item's price before award and the prices included in the final contract document.*

ATTACHMENT C.1

Format for Cost Analysis

Develop a detailed list of tasks and subtasks, based on the services requested in the RFP/RFP.
Estimate the number of hours needed to complete each task and divide among staff with a variety of hourly rates.

Estimate materials, supplies, services or other direct costs for to complete each task.

Apply overhead rate *if applicable* to appropriate cost base for each task.

Apply profit rate *if applicable* to appropriate base for each task.

Sum all the elements of cost and profit for the task.

Contract Task 1: **Proposal Review**

Labor Cost

Estimated 10 proposals x 4 hours per proposal for Assistant Planner @ \$20 per hour = \$ 800.00

Estimated 10 proposals x 1.5 hours per proposal for Senior Planner @ \$32.50 per hour = \$ 487.50

Fringe Benefit @ 22% of Direct Labor Cost = \$ 383.25

Total estimated Direct Labor Cost for completing **Proposal Review** Task \$1,570.75

Materials and Services Cost

Estimated 15 copy pages per proposal x 10 proposals @ \$.32 per page = \$ 48.00

Estimated printing cost per proposal summary @ \$3.50 ea. x 10 = \$ 35.00

Total estimated Materials and Services Cost for completing **Proposal Review** Task \$ 83.00

Overhead

Overhead rate for federally funded contracts @ 32% x Direct Labor Cost = \$ 502.64

Total estimated Costs for completing **Proposal Review** Task \$2,156.39

Profit

Profit @ 8% of total estimated Cost \$ 172.51

TOTAL PRICE for completing **Proposal Review** Task \$2,328.90

Estimated unit price *if applicable* Total Price divided by # proposals = \$232.89

CITY OF ISHPEMING
POLICE PARKING AREA
COST ESTIMATE
SEPTEMBER 2019

Item No.	Item Description	Estimated Quantity	Unit	Engineer's Estimate	
				Unit Price	Extension
	Mobilization	1	LSUM	\$ 1,000.00	\$ 1,000.00
	Fine Grading	240	SYD	\$ 2.00	\$ 500.00
	3" Bituminous Mixture, MDOT LVSP	44	TON	\$ 120.00	\$ 5,300.00
TOTAL COST ==>				\$	6,800

Cathy Smith

From: Al Pierce
Sent: Friday, September 13, 2019 1:17 PM
To: City Manager; Cathy Smith; Bonnie Hoff
Cc: Brooke Routhier
Subject: Ish. Plan. Comm. Sept. 09, 2019 MRTMA Public Forum

Cathy;

On Sept. 09, 2019 the Ishpeming Planning Commission conducted a Public Forum on the Michigan Regulation and Taxation of Marihuana Act (MRTMA). At the close of the Forum, a motion was made by Brooke Routhier and supported by Larry Bussone that the PC recommend to the City Council that they remain opted out of the current MRTMA but allow time for rules to be made, re-evaluated and re-considered at some time in the future when there is a track record and a way of evaluating the effect upon on the City. The motion passed 5 ayes, 0 nays and no abstentions.

I trust Brooke to tell me if this is the "correct" motion language.

Al Pierce



Corporate Office:
W250 N6851 Hwy 164
P.O. Box 904
Sussex, WI 53089

Sussex, WI 1-800-242-3115
DeForest, WI 1-800-585-7219
De Pere, WI 1-800-638-7448
Negaunee, MI 1-800-562-9770
Eau Claire, WI 1-800-585-7232
Marathon, WI 1-888-886-4410
Rockford, IL 1-800-585-7231
Distributors of Equipment and Supplies for ■ Construction ■ Forestry ■ Industry ■ Government

TO: CITY OF ISHPEMING
100 E. DIVISION STREET
ISHPEMING MI. 49849
DATE: 9/20/2019
REFERENCE: CASE 621G

WE SUBMIT THE FOLLOWING PROPOSAL:

QUANTITY	DESCRIPTION	AMOUNT
1	2019/20 CASE 621G WHEEL LOADER EQUIPPED WITH THE FOLLOWSING SPECS: LESS TRADE CASE 621B NET ENHANCED CAB COMFORT ENHANCED VISIBILITY PACKAGE WIDE FENDERS RIDE CONTROL COOLING SYS REVERSE FAN JOYSTICK WITH 1 AUX FUNCTION SY KLONE BRAND PRE CLEANER FIVE SPEED TRANSMISSION LIMITED SLIP AXELS (NEW) ALL SEASON TIRE 3.0 BUCKET AND ACS COUPLER COLD WEATHER PACKAGE LEASE OPTION: \$1,750.00 PER MONTH FOR 12 MONTHS: \$21,000.00 DUE AT DELIVERY- MBR STOCK MACHINE	\$160,000.00 (\$8,000.00) \$152,000.00

TERMS: TBD F.O.B.: DELIVERED
DELIVERY: 6-8 WEEKS A.R.O.

WE THANK YOU FOR THE OPPORTUNITY TO QUOTE ON THIS EQUIPMENT

SIGNED

Miller-Bradford & Risberg, Inc.

City Manager

From: Eric Smith <esmith@nmu.edu>
Sent: Wednesday, October 2, 2019 3:53 PM
To: City Manager; 'Mark Pantti'
Cc: 'Dave Maki'; Cathy Smith; DPW Director
Subject: RE: NMU, New York Street Water tank
Attachments: Ishpeming City - LTE Watertank DRAFT.DOCX

Steve,

Thanks for your patience on this draft agreement (attached). NMU offers this cooperative project to share use of our technology and the City's public infrastructure. Mark mentioned that in addition to NMU's provision of fixed and mobile LTE service for the City's use, we would also provide assistance in transferring the City's water system electronics from its current location to the water tank. We are also suggesting that if NMU installs an emergency generator at the water tank site, that it be used to provide standby power for Ishpeming's electronic equipment and communications services at that site. We typically set a propane-powered 12.5KW generator at our sites. The generator includes an automatic transfer switch and monitoring facilities so we receive automated reports in the event of a power outage at the site. As part of that monitoring service, NMU could add Ishpeming staff to the notifications so that your folks would receive word in the event of a power outage at that location. This agreement is similar to other municipalities where NMU has installed LTE equipment on a water tower structure in exchange for the municipality's use of our LTE service.

As a final note, we have several options for fixed or mobile receivers that could be used to help Ishpeming utility sites or services gain internet access. We should probably have a discussion about your specific needs but the agreement allows for that customized use as needed.

Thanks for considering this draft agreement. We look forward to discussion with you about finalizing a project that is of benefit to both organizations.

Eric



Eric L. Smith

Director of Broadcast & AV Services
 Northern Michigan University | 26 Harden Hall
 1401 Presque Isle Ave, Marquette, MI 49855
 906-227-1314 | fax: 906-227-1313

From: City Manager <citymanager@ishpemingcity.org>
Sent: Wednesday, October 2, 2019 14:41
To: 'Mark Pantti' <mpantti@nmu.edu>
Cc: Eric Smith <Esmith@nmu.edu>; Dave Maki <dmaki@nmu.edu>; Cathy Smith <CathySmith@ishpemingcity.org>; DPW Director <DPWDirector@ishpemingcity.org>
Subject: RE: NMU, New York Street Water tank

Have not received anything yet to review!

LTE IMPLEMENTATION AGREEMENT

THIS AGREEMENT is made (date _____) between NORTHERN MICHIGAN UNIVERSITY, a Michigan constitutional body corporate, whose address is 1401 Presque Isle Avenue, Marquette, Michigan, 49855-5301 ("NMU") and the City of Ishpeming, a Michigan community, whose address is 100 E. Division Street, Ishpeming, MI 49849 ("ISHPEMING").

Background

NMU proposes to expand its wireless LTE network into Ishpeming, MI and wishes to enter into a relationship with ISHPEMING for that purpose. ISHPEMING will agree to provide Water Tank space, related equipment space, and power, and will receive, in exchange, the use of the NMU LTE networking equipment to enable LTE access to ISHPEMING network for ISHPEMING operations, including emergency vehicles, utility vehicles, and ISHPEMING offices and municipal buildings.

In consideration of the terms and conditions contained herein, the parties agree as follows:

1. ISHPEMING hereby leases to NMU space on ISHPEMING's water tank, along with space in or adjacent to the Water Tank site located at coordinates N 46.495908° latitude, W -87.655801° longitude and being sufficient to hold NMU's transceiver equipment and standby A/C power generator and propane fuel supply as well as additional space atop the water tower suitable for the installation of sector antennas, microwave dish and fiber optic equipment (collectively, the "Leased Premises"), together with the full and unimpaired access to the Leased Premises and other common areas of the Water Tank (as defined herein), with 24 hours' advance notice, or on an expedited basis in the event of an emergency, during the term of this Agreement. The Leased Premises is situated at the base of the ISHPEMING Water Tower in Ishpeming, MI. The Leased Premises and the adjacent area of the Water tank site are collectively referred to herein as the "Water Tank". If adequate space is not available inside the existing Water Tank, ISHPEMING will lease space to NMU, adjacent to the tank, for the installation of outdoor-rated equipment and climate controlled equipment enclosures.

2. Use of Leased Premises. ISHPEMING hereby grants permission to NMU to install, operate and maintain the transceiver equipment, sector and fiber optic cabinets, outdoor-rated equipment, climate controlled equipment enclosures, standby A/C generator and propane fuel supply and other communications equipment in order to operate the wireless network (collectively, the "Communications Equipment") on or in the Leased Premises during the term of this Agreement. The Communications Equipment located at the Leased Premises shall be used solely for operating and maintaining a wireless network and related activities. The Communications Equipment shall not interfere with any ISHPEMING equipment or RF transmissions.

3. Term. The term of this Agreement shall commence on the date hereof and shall continue for a term of ten (10) years. Thereafter, this Agreement shall be renewed automatically for additional terms of five (5) years each unless at least sixty (60) days prior to the end of the original or any renewal term, either party provides written notice to the other party of its intention to terminate the Agreement upon the expiration of the then current term. NMU and ISHPEMING intend to operate the LTE system for the term of this agreement, however, NMU or ISHPEMING may terminate this Agreement at any time, with cause, upon 6-months prior written notice.

4. Rent. The rent for the Leased Premises shall be \$0, and there shall be no charge to NMU by ISHPEMING for rent or power necessary to operate Communications Equipment. In exchange, NMU shall not charge ISHPEMING for access to and use of NMU's LTE wireless network ("LTE Network").

5. ISHPEMING Use of Wireless System and Standby Power. For the duration of this Agreement, NMU shall allow ISHPEMING use of the LTE Network and associated standby power for the sole purpose of enabling LTE access to ISHPEMING network for ISHPEMING operations, including emergency vehicles, utility vehicles, and ISHPEMING offices and municipal or public buildings

LTE IMPLEMENTATION AGREEMENT

Date: July 31, 2018

("Purpose"). Bandwidth available to ISHPEMING shall be provided as "best effort" service with expected LTE data transfer rates of up to twenty (20) megabits per second down and five (5) megabits per second up, per client, subject to any limitations imposed by ISHPEMING owned equipment or network service. Notwithstanding any other provision herein, ISHPEMING's use of the LTE Network is provided without warranty, "as-is" and "where is," and NMU shall not be responsible for any outages or otherwise poor performance of the LTE Network.

6. ISHPEMING agrees it shall not use the LTE Network for any other Purpose without the prior written consent of NMU. NMU may suspend Township's use of the LTE Network if ISHPEMING or its employees, agents or guests use the LTE Network for any other Purpose without NMU's prior written consent. ISHPEMING is responsible to purchase their own CPE (Customer Premise Equipment) used to enable city-owned network operations.

7. Installation, Operation and Maintenance of Communications Equipment. NMU shall be solely responsible for installing (by qualified personnel), operating and maintaining the Communications Equipment in good working order. All Communications Equipment owned by NMU at the Water Tank Site shall be at the risk of NMU only.

8. Removal of the Communications Equipment upon Termination. Upon termination of this Agreement for any reason, NMU shall remove the Communications Equipment and repair any damage from such removal to the Water Tank Site. If the Communications Equipment is not removed from the Water Tank Site within 60 days after termination of this Agreement, ISHPEMING shall be permitted to remove such equipment and bill NMU for reasonable costs.

9. Access. ISHPEMING agrees that during the term of this Agreement, NMU shall have reasonable ingress and egress to the Water Tank Site for the purpose of maintaining, installing, operating or repairing the Communication Equipment with access on 24 hours' advanced notice or on an expedited basis in the event of an emergency. ISHPEMING shall furnish NMU with the means to access the Water Tank Site.

10. Insurance.

10.1 ISHPEMING Insurance. ISHPEMING shall obtain and maintain during the term of this Agreement: (i) all risk property insurance covering all the Water Tank, improvements and fixtures on the Water Tank Site in an amount not less than 100% of their actual replacement cost; and (ii) commercial general liability insurance, including broad form property damage insurance, for bodily injuries and property damage, in amounts not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate covering bodily injuries or death or property damage occurring on the Water Tank Site.

10.2 NMU Insurance. NMU shall obtain and maintain during the term of this Agreement: (i) all risk property insurance covering all the Communications Equipment on the Water Tank Site in an amount not less than 100% of its actual replacement cost; and (ii) commercial general liability insurance for bodily injuries and property damage, in amounts not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate covering bodily injuries or death or property damage occurring on the Water Tank Site.

10.3 Worker's Compensation Insurance. Each party shall ensure that its officers, employees, contractors, subcontractors and agents who enter onto the Leased Premises are fully covered by Workers' Disability Compensation Insurance to the extent required under Michigan law.

LTE IMPLEMENTATION AGREEMENT

Date: July 31, 2018

10.4 Certificate of Insurance. Each party shall furnish certificates of insurance or other acceptable evidence that all insurance required by this contract is in force at all times during this Agreement. All policies relating to the Leased Premises shall contain a provision that the policy shall not be modified or canceled unless the insurer first gives at least thirty (30) days prior written notice.

10.5 Waiver of Subrogation Rights Under Insurance Policies. NMU and ISHPEMING hereby waive all rights of recovery which either might otherwise have against the other, and its trustees, officers, agents, employees, invitees, guests, or licensees, for any damage to their property which is covered by a policy of insurance, notwithstanding that such damage may result from the negligence or fault of one of them, or its trustees, officers, agents, employees, invitees, guests, or licensees; provided, however, that this waiver shall be effective only with respect to losses or damages occurring where this waiver will not affect the right of the insured to recover under the applicable policy of insurance.

11. Water Tank Lighting and Marking Responsibilities. ISHPEMING shall be responsible for compliance with all Water Tank or shelter markings and lighting requirements which may be required by the FAA or the FCC. ISHPEMING shall maintain all required records and shall file any required notification with the FAA concerning any repairs to the Water Tank.

12. Maintenance of Water Tank Site. ISHPEMING shall maintain and repair the Water Tank Site on an as needed basis to conform to local, state, FAA and FCC ordinances, rules and regulations with reasonable diligence.

13. Limitation of Damages. Neither party shall have any liability to the other for punitive damages or for any consequential, incidental, or special damages, loss of production, revenue or profits. Further, NMU shall not have a liability to ISHPEMING for failure to provide wireless network access. Nothing in this Agreement is intended to or can be deemed a waiver of either party's governmental immunity.

14. Damage or Destruction. If the Water Tank Site is damaged or destroyed by fire, winds, flood, riot or other natural or manmade cause, ISHPEMING shall have the option to repair or replace the Water Tank Site or to terminate this Agreement effective on the date of such damage or destruction. In the event ISHPEMING elects to terminate the Agreement, ISHPEMING shall have no further obligations hereunder. If ISHPEMING elects to repair or replace the Water Tank Site, until such repair or replacement is completed, ISHPEMING's rental hereunder shall abate in proportion to the part of the Leased Premises which is unusable by ISHPEMING under this Agreement. If ISHPEMING undertakes such repair or replacement, but cannot complete the same within 90 days after the damage occurred, NMU may terminate this Agreement upon 30 days prior written notice and have no further obligations hereunder.

15. Default. A party shall be deemed to be in default under this Agreement upon occurrence of any of the following events: (a) any failure of the party to perform any other of the terms, conditions or covenants of this Agreement for more than thirty (30) days after written notice of such default shall have been given thereto, or (b) if ISHPEMING shall abandon the Leased Premises, or allow this Agreement to be taken under any writ of execution.

Upon the occurrence of any of the events of default described in this Section, the defaulting party shall be deemed to be in default of this Agreement and the non-defaulting party may, at its option, without further notice or demand, have all rights and remedies provided at law or in equity.

LTE IMPLEMENTATION AGREEMENT

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16. Force Majeure. The parties shall not be in default hereunder if either party is prevented from performing any of its obligations hereunder due to any accident, breakage, strike, riot, shortage of material, tornadoes, floods, acts of God, or other causes beyond the party's control.

17. RF Interference. Under no circumstances shall NMU, its employees, invitees, agents, or any other person or entity acting under its authority, put the Leased Premises to any use that in any way interferes with ISHPEMING's use of its own property, water tank, or communication system. If ISHPEMING determines that any use of the Leased Premises unreasonably interferes with ISHPEMING's use of its own property, tower, or communication system, ISHPEMING shall provide NMU a detailed description of any such interference by registered United States mail. NMU shall correct any such interference within seventy-two (72) hours, or such other period of time as may be mutually agreed to by ISHPEMING and NMU. If NMU fails to correct any such interference to the satisfaction of ISHPEMING within seventy-two (72) hours or within such other time mutually agreed upon, ISHPEMING may terminate this Agreement without liability to NMU by giving an additional ten (10) days' written notice of termination by registered United States mail.

18. Hold Harmless. NMU shall hold ISHPEMING harmless to the extent of any personal injury or death to any NMU employee or contractor, property damage to the Water Tank, or problems with interference of any third party's communication equipment located on the Water Tank caused by NMU's Communication Equipment except to the extent caused by ISHPEMING.

19. Assignment. Neither party may assign or sublet any portion of its rights and interests under this Agreement without the express written consent of the other party. Additionally, ISHPEMING may not sell or transfer any portion of the Leased Premises without prior written notice to NMU. Neither NMU nor any assignee or subleasee shall install additional towers or equipment, nor in any way increase the use or burden upon the Leased Premises, without the express written consent of ISHPEMING. ISHPEMING reserves the right to modify the consideration or charge an actual monthly lease fee if additional equipment over and above that contemplated by the Agreement is to be installed. NMU shall notify ISHPEMING of any proposed assignment or sublease, or any additional towers or equipment proposed, by registered United States mail at ISHPEMING's address written above.

20. Miscellaneous.

20.1 Notices. All notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed given: (a) when personally delivered to the party to be given such notice or other communication; (b) on the business day that such notice or other communication is sent by facsimile or similar electronic device, fully prepaid, which facsimile or similar electronic communication shall promptly be confirmed by written notice; (c) on the third business day following the date of deposit in the United States mail if such notice or other communication is sent by certified or registered mail with return receipt requested and postage thereon fully prepaid; or (d) on the business day following the day such notice or other communication is sent by reputable overnight courier, to the address set forth at the beginning of this Agreement or to such other address as the parties may designate in writing.

20.12 Construction. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto.

LTE IMPLEMENTATION AGREEMENT

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20.13 Partial Invalidity. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

20.14 Successors. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors, assigns, guardians, heirs and legal representatives.

20.15 Choice of Law. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Michigan.

20.16 Entire Agreement and Amendment. This Agreement contains the entire agreement with respect to the matters described herein and is a complete and exclusive statement of the terms thereof and supersedes all previous agreements with respect to such matters. This Agreement may not be altered or modified except by a writing signed by NMU and ISHPEMING.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused it to be effective as of the day and year first set forth above.

NMU:

ISHPEMING:

NORTHERN MICHIGAN UNIVERSITY

ISHPEMING

By: _____
R Gavin Leach

By: _____

Vice President
Its: Finance and Administration

Its: Supervisor

PARKS AND RECREATION

Horseshoe Fees	\$40.00 per league team/season
Downhill Skiing	\$8.00 per day
Tube Slide	\$8.00 per day \$60.00 – Daily rate for 10 people
Tube Slide Group Rental Rates	1-60 people - \$275.00
Monday through Sunday 5:30 p.m. – 8:30 p.m.	61+ people - \$375.00 \$100 cleanup bond for Teal Lake Lodge (refundable)
Sponsor the Tube Slide	Saturday - \$1,200
Saturday or Sunday from noon-5:00 p.m. (cannot prohibit public use of tube slide)	Sunday - \$800
Cross-Country Rates	\$35.00 – season pass for adult \$25.00 – season pass for student \$80.00 – season pass for family \$7.00 – daily pass

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 I**

The Contract is modified as follows upon execution of this Change Order: Description: Balance all item quantities to represent work installed and to zero out remaining quantities. Add pay item for assorted cost for Washington Street Watermain. Add additional days to allow contractor to complete punch list work items and final paving. No engineering as part of this change order.

Attachments: *Change Order Summary*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ 3,066,628.00	Original Contract Times: Substantial Completion: <u>October 1, 2018</u> Ready for Final Payment: <u>November 14, 2018</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>13</u> : \$ 1,272,447.25	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>13</u> : Substantial Completion: <u>294</u> Ready for Final Payment: <u>264</u>
Contract Price prior to this Change Order: \$4,339,075.25	Contract Times prior to this Change Order: Substantial Completion: <u>July 22, 2019</u> Ready for Final Payment: <u>August 5, 2019</u> days or dates
[Increase] [Decrease] of this Change Order: \$ (105,765.80)	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>57</u> Ready for Final Payment: <u>50</u>
Contract Price incorporating this Change Order: \$ 4,233,309.45	Contract Times with all approved Change Orders: Substantial Completion: <u>September 17, 2019</u> Ready for Final Payment: <u>September 24, 2019</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>[Signature]</u>	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Project Manager</u>	Title: _____	Title: _____
Date: <u>09/26/2019</u>	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____

Change Order No. 15

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. Add pay items for additional pre-construction surface videotaping along Business M-28 and assorted water service repairs for a combined water service on 1st Street that was split into separate services. No additional engineer will be added with this change order.

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: <u>October 1, 2018</u> Ready for Final Payment: <u>November 14, 2018</u>
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>14</u> : \$ 1,756,582.89	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>14</u> : Substantial Completion: <u>347</u> Ready for Final Payment: <u>317</u>
Contract Price prior to this Change Order: \$ 6,013,398.95	Contract Times prior to this Change Order: Substantial Completion: <u>September 13, 2019</u> Ready for Final Payment: <u>September 27, 2019</u> days or dates
[Increase] [Decrease] of this Change Order: \$ 757.73	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ 6,014,156.68	Contract Times with all approved Change Orders: Substantial Completion: <u>September 13, 2019</u> Ready for Final Payment: <u>September 27, 2019</u> days or dates

RECOMMENDED:		ACCEPTED:	
By: <u>[Signature]</u>	By: _____	By: <u>[Signature]</u>	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)	
Title: <u>Project Manager</u>	Title: _____	Title: <u>Project Manager</u>	Title: _____
Date: <u>09/26/2019</u>	Date: _____	Date: <u>10/3/19</u>	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
 Title: _____

20c

**City of Ishpeming
City Council Meeting Action
Rural Development Water System Improvements Project
Twentieth 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 \$119,371.22; and GEI Consultants of Michigan, PC \$14,607.12.

City Council Member:

Karl Lehmann _____ AYE _____ NAY _____ ABSENT

Stuart Skaug _____ AYE _____ NAY _____ ABSENT

Mike Tonkin _____ AYE _____ NAY _____ ABSENT

Pat Scanlon _____ AYE _____ NAY _____ ABSENT

Lindsay Bean _____ AYE _____ NAY _____ ABSENT

BY:

Cathy Smith, City Clerk

DATE: October 9, 2019

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

Name of Borrower City of Ishpeming - RD Water System Improvements

Items	Amount of Funds
Development	\$ 119,371.22
Contract or Job No.	
Contract or Job No. <u>II</u>	
Contract or Job No.	
Land and Rights-of-Way	
Legal Services	
Engineering Fees	14,607.12
Interest	
Equipment	
Contingencies	
Refinancing	
Initial O & M	
Other	
TOTAL	\$ 133,978.34

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 TWENTIETH DRAW
GEI PROJECT #1508090

1. Construction

Contract I \$ - (See attached Pay Application)
Contract II \$ 119,371.22 (See attached Pay Application)

Total Construction ==> \$ 119,371.22

2. Basic Engineering

Total Basic Engineering ==> \$ 14,607.12 (See attached invoices)

3. Resident Engineering

Total Resident Engineering ==> \$ - (See attached invoices)

4. Other Engineering

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

Total Engineering ==> \$ 14,607.12

Total All Categories Twentieth Draw ==> \$ 133,978.34

**CITY OF ISHPEMING
RD WATER SYSTEM IMPROVEMENTS
INVOICE SUMMARY
ESTIMATE OF FUNDS NEEDED RD FORM 440-11 TWENTIETH 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 - 19	10/2/2019	\$ 119,371.22	20	\$ 5,625,244.72
Total Construction==>		\$ 119,371.22		

2. Basic Engineering

Task 1001

Invoice No.	Invoice Date	Invoice Amount	Progress Billing No.	Billed to Date
5007836	9/13/2019	\$ 14,607.12	41	\$ 663,388.37
		\$ -		\$ 663,388.37
		\$ -		\$ 663,388.37
Total Billed ==>		\$ 14,607.12		

3. Resident Engineering

Task 1002

Invoice No.	Invoice Date	Invoice Amount	Progress Billing No.	Billed to Date
			41	\$ 663,098.54
				\$ 663,098.54
				\$ 663,098.54
Total Billed ==>		\$ -		

4. Other Engineering

Task 1003

Invoice No.	Invoice Date	Invoice Amount	Progress Billing No.	Billed to Date
			41	\$ 114,191.05
				\$ 114,191.05
				\$ 114,191.05
Total Billed ==>		\$ -		

Total Engineering ==> \$ 14,607.12



20(d)

Bid Proposal for ISHPEMING 6501 Sensus Handheld Upgrade

ISHPEMING WATER DEPARTMENT

Bid Date: 09/05/2019

Core & Main 1054103

Core & Main

2804 LaRue Fields Lane

Sun Prairie, WI 53590

Phone: 608-834-1311

Fax: 608-834-1331

Seq#	Qty	Description	Units	Price	Ext Price
20	1	SENSUS 6501-GB GPS / BARCODE SCANNER] HHD	EA	8,000.00	8,000.00
30	1	FL6001 SINGLE ETHERNET DOCKING STATION 5390731300005	EA	N/C	N/C
40	1	SENSUS COMMAND LINK	EA	N/C	N/C
50	1	FIELD LOGIC SOFTWARE HHD/WB HHD/WALK-BY #5390714700007	EA	N/C	N/C
60	1	SENSUS AG6590 BT AUTOGUN ONLY (BLUETOOTH)	EA	N/C	N/C
				Sub Total	8,000.00
				Tax	0.00
				Total	8,000.00

Branch Terms:

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES UPON THIRTY (30) CALENDAR DAYS' NOTICE TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>

Mayor Pro Tem Tonkin opened the public hearing at 9:03 p.m.

Eric Hemmila was glad to see the proposal for the tennis courts to be redone and was pleased that there would be eight courts located at the playgrounds instead of seven.

The public hearing was closed at 9:06 p.m.

RESOLUTION #3-2019 MNRTF GRANT APPLICATION FOR TENNIS COURT PROJECT

A motion was made by Councilmember Scanlon, supported by Councilmember Skauge and carried unanimously to approve Resolution #3-2019, Approval of Tennis Court and Trail MNRTF Grant Application.

RESOLUTION #4-2019, POVERTY EXEMPTION INCOME GUIDELINES AND ASSET TEST

A motion was made by Councilmember Skauge, supported Councilmember Scanlon and carried unanimously to approve Resolution #4-2019, Poverty Exemption Income Guidelines and Asset Test as presented.

REQUEST FOR LAND ON NOE WAY/INDUSTRIAL DRIVE

A motion was made by Councilmember Skauge, supported by Councilmember Scanlon to authorize the City Manager to work with Matt Cody on a trade of the property located on Second Street with the property located on Noe Way Drive.

REQUEST FROM POLICE DEPARTMENT FOR PATROL VEHICLES

A motion was made by Councilmember Skauge, supported by Councilmember Scanlon and carried unanimously to approve the request from the Police Chief to lease two patrol vehicles as requested.

Councilmember Bean asked if there were any restrictions with miles on the leased vehicles. Chief Snowaert advised there were no restrictions and it was a lease to own, and it included all the emergency equipment as well.

AWARD OF BID FOR THE LAKE BANCROFT PAVILION PROJECT

Manager Slown advised the Iron Ore Heritage Trail Authority has offered a \$25,000 donation to the project and Father Ryan of St. John's Church has offered donations of time for beautification at the site. Councilmember Skauge reported the Rotary Club would apply for a grant from Eagle Mine for the purchase of picnic tables for the pavilion. He also spoke with Roger Crimmins of A. Lindberg and Sons and he has offered to donate some time and materials for the sewer work at the site.

A motion was made by Councilmember Skauge, supported by Councilmember Scanlon and carried unanimously to award the bid for the Lake Bancroft Pavilion to the low bidder, GE Builders of Negaunee.

UPDATE ON REPEATER INSTALLATION AT THE C-SHAFT BUILDING

Brian Fabbri, GEI Consultants, advised the antenna for the repeater has been installed and was completely separate from the Northern Michigan University equipment. A formal agreement with the Mining Museum was needed.

USDA PROJECT – WATER METER REPLACEMENT

Brian Fabbri, GEI Consultants, advised when the water project work is completed, there would be approximately \$500,000 remaining in grant funds the City should utilize. In reviewing the alternatives to utilize the funds, if the neighborhoods which were removed at the beginning of the project were done, it would result in significant overruns. In talking to Rural Development, they would approve using the remainder of the funds towards a radio read water meter system. The amount would not allow for the entire City to be on radio read by it would be a great start. GEI Consultants would like conceptual approval from Council to proceed.

Councilmember Skauge felt the money should be utilize to put more pipe in the ground or replace some fire hydrants, rather than using it for a radio read system.

A motion was made by Councilmember Scanlon, supported by Councilmember Bean and carried unanimously to concur with the recommendation from GEI Consultants and use the remainder of the Rural Development grant funding towards a radio read system.

DISCUSSION ON ORDINANCE #6-400, PROHIBITING PLACING SNOW/ICE ON STREETS ALLEYS

Manager Slown explained there had been problems in the downtown with snow being pushed back onto the sidewalks after town was cleaned up by DPW. There was discussion regarding Ordinance #6-400 and Ordinance #6-401 and problems with enforcement. No action was taken.

FIRST READING OF AMENDMENT TO ORDINANCE #2-400, REGULATION OF FIREWORKS

A motion was made by Councilmember Scanlon, supported by Councilmember Skaug and carried unanimously to approve the first reading of amendment to Ordinance #2-400 Regulation of the ignition, discharge, and use of Fireworks.

JOHNSON CONTROLS QUOTATION FOR UPGRADES TO THE CITY HALL HVAC CONTROL SYSTEM

Councilmember Scanlon explained this quote was to replace the control system for the HVAC at City Hall. All other equipment related to the existing system would be reused.

A motion was made by Councilmember Scanlon and supported by Councilmember Bean to approve the contract with Johnson Controls for the City Hall HVAC control system in the amount of \$17,380 contingent upon contract approval by the City Attorney. Ayes: Mayor Pro Tem Tonkin, Councilmembers Bean and Scanlon (3). Nays: Councilmember Skaug (1). Motion passed.

DISCUSSION OF CATASTROPHIC UTILITY BILL POLICY

A motion was made by Councilmember Skaug, supported by Councilmember Scanlon and carried unanimously to table this item until the April Council meeting.

DISCUSS SCHEDULE FOR BUDGET/SUSTAINABILITY MEETINGS

A motion was made by Councilmember Skaug, supported by Councilmember Scanlon and carried unanimously to schedule a special Council meeting on Wednesday, March 13th at 5:00 p.m. to discuss budget/sustainability.

PUBLIC ACT 202 CORRECTIVE ACTION PLAN

It was the consensus of Council to place this item on the special meeting agenda for March 13th.

OLD BUSINESS – There was none.

NEW BUSINESS

Councilmember Scanlon thanked the Police Department and State Police for continuing on drug enforcement; and, thanked DPW for all their efforts during the weather events.

MAYOR AND COUNCIL REPORTS

Councilmember Skaug attended the Lake Superior Community Partnership event and would be attending the meeting tomorrow with a presentation from Cliffs; is continuing to work on the street lighting in the City; and gave staff an article from the MML Magazine regarding the Local Agency Pavement Warranty Program.

Councilmember Bean reported the Polar Roll was a very successful event; she was very impressed how the community came together to help remove snow from the trails so the event could take place; she thanked everyone that took part in the trail cleanup effort.

Mayor Pro Tem Tonkin was very happy to see the Zoning Ordinance completed with final approved next month.

Change Order No. 8

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

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

Description: Add pay item to allow the off-road watermain west of Marquette Street to be abandoned in place immediately. There is currently (1) water service remaining on the off-road line. The original plans showed the water service being hooked up in an existing location south of a house. Existing conditions and possibilities of sanitary sewer conflicts caused the new water service to be installed north of the house. This required work on private property and therefore not eligible for the RD water project. No additional engineering as part of this change order.

Attachments: Change Order Summary

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ 565,602.50	Original Contract Times: Substantial Completion: <u>October 1, 2018</u> Ready for Final Payment: <u>November 14, 2018</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>7</u> : \$ 151383.18	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>7</u> : Substantial Completion: <u>30</u> Ready for Final Payment: <u>16</u>
Contract Price prior to this Change Order: \$ 716,985.68	Contract Times prior to this Change Order: Substantial Completion: <u>July 17, 2019</u> Ready for Final Payment: <u>July 30, 2019</u> days or dates
[Increase] [Decrease] of this Change Order: \$ 6,193.95	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ 723,179.63	Contract Times with all approved Change Orders: Substantial Completion: <u>July 17, 2019</u> Ready for Final Payment: <u>July 30, 2019</u> days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: <u>[Signature]</u>	By: _____	By: _____	By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized		Contractor (Authorized Signature)		
Title: <u>Project Manager</u>	Title: _____		Title: _____		
Date: <u>10-03-2019</u>	Date: _____		Date: _____		

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

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 #: 4

PERIOD TO: 09/24/19

PROJECT NOS: 1700242

Distribution to:

☐ Owner
☐ Const. Mgr
☐ Architect
☒ 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.

1. ORIGINAL CONTRACT SUM	\$	545,036.31
2. Net change by Change Orders	\$	5,448.84
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	550,485.15
4. TOTAL COMPLETED & STORED TO DATE	\$	488,324.19

(Column G on Continuation Sheet)

5. RETAINAGE:

a. 10.0% of Completed Work (Columns D+E on Continuation Sheet)	\$	48,832.42
b. 10.0% of Stored Material (Column F on Continuation Sheet)	\$	

Total Retainage (Line 5a + 5b or

Total in Column 1 of Continuation Sheet	\$	48,832.42
6. TOTAL EARNED LESS RETAINAGE	\$	439,491.77

(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate)	\$	348,310.13
8. CURRENT PAYMENT DUE	\$	91,181.64

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6)	\$	110,993.38
----------------------	----	------------

\$91,181.64

AMOUNT CERTIFIED

(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.)

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.

Notary Public: Ryan Stone

My Commission expires: 9/24/2025

By: Brian Frustaglio Date: 9/24/2019

State of: Michigan

County of: Marquette

Subscribed and sworn to before me this 24th day of September, 2019

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$4,248.84	
Total approved this Month	\$1,200.00	
TOTALS	\$5,448.84	
NET CHANGES by Change Order		\$5,448.84

ARCHITECT:

By: [Signature]

Date: 10/3/19

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

21(a)

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 4

PROJECT:

APPLICATION DATE: 09/24/19

Lake Bancroft Pavilion

PERIOD TO: 24-Sep-19

204 Spruce St.

ARCHITECT'S PROJECT NO: 1700242

Ishpeming, MI 49849

A Item No.	B Description of Work	C Scheduled Value	D		E		F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage
			From Previous Application (D + E)	Work Completed This Period				Total Completed And Stored To Date (D + E + F)	% (G/C)		
1	M-0110 Mobilization	26,209.91	26,209.91					26,209.91	100%		2,620.99
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	16,000.00				21,000.00	76%	6,800.00	2,100.00
7	M-0600 Recycling and Trash Recept.	3,300.00								3,300.00	
8	M-0620 Buried Elec, Trans, Ped, Meter	4,000.00	500.00					500.00	13%	3,500.00	50.00
9	M-0630 Senco 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	16,684.50					16,684.50	100%		1,668.45
13	R-0310 Agg. Base Under Bit MDOT 22A, 6"	5,143.60	5,143.60					5,143.60	100%		514.36
14	R-0320 Agg. Base Under Bit MDOT 22A, 8"	11,894.40	11,894.40					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		32,385.44				32,385.44	81%	7,814.56	3,238.54
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	1,875.00				9,375.00	100%		937.50
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	352.50				1,175.00	100%		117.50
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	156,462.21	50,612.94				207,075.15	88%	29,400.96	20,707.52

CONTINUATION SHEET

Page 3 of 2 Pages

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 4

PROJECT:

Lake Bancroft Pavilion

204 Spruce St.

Ishpeming, MI 49849

APPLICATION DATE: 09/24/19

PERIOD TO: 24-Sep-19

ARCHITECT'S PROJECT NO: 1700242

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 Timb. (1x Trim)	5,300.00	5,300.00			5,300.00	100%		530.00	
31	A-1004 Pavilion Siding / Façade	18,640.00	18,640.00			18,640.00	100%		1,864.00	
32	A-1005 Pavilion Stone Veneer	35,000.00	8,400.00			25,900.00	74%	9,100.00	2,590.00	
33	A-1008 Ext. and Int. HM Single Doors	22,560.00	16,400.00		17,500.00	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	36,950.00			36,950.00	100%		3,695.00	
36	A-1012 Pavilion Interior Wall/Rm. Finishes	48,300.00	30,200.00		13,000.00	43,200.00	89%	5,100.00	4,320.00	
37	A-1013 PaviloIn Plumb. System & Fixt.	55,500.00	36,100.00		10,000.00	46,100.00	83%	9,400.00	4,610.00	
38	A-1014 Pavilion Elec. Systems	24,500.00	20,000.00		4,000.00	24,000.00	98%	500.00	2,400.00	
39	A-1015 Pavilion HVAC Systems	18,000.00	12,000.00		5,000.00	17,000.00	94%	1,000.00	1,700.00	
40	Extra Work- Engineered Fill (6.14.19)	4,248.84	4,248.84			4,248.84	100%		424.88	
41	Extra Work- (3) Windows (8.26.19)	1,200.00			1,200.00	1,200.00	100%		120.00	
42										
43										
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52										
53										
54										
55										
56										
SUBTOTALS PAGE 3		550,485.15	387,011.25	101,312.94		488,324.19	89%	62,160.96	48,832.42	

24(a)

Fabbri, Brian

From: Fabbri, Brian
Sent: Monday, August 5, 2019 2:56 PM
To: Jim Lampman; City Manager (citymanager@ishpemingcity.org); Carl Peterson (dpwdirector@ishpemingcity.org)
Subject: FW: Milling and Paving Costs

Jim and Carl,

See below for a quick estimate from Bacco for possible paving yet this year. Bacco must have a plant close by to get bit that cheap. Also, C&S stands for crush and shape. Please note that these are just estimates and I can't guarantee that Bacco would bid those amounts on a job this year.

I also asked Payne and Dolan for proposed costs as well.

Thank you,
Brian

GEI

BRIAN FABBRI
Project Engineer

906.214.4155 cell: 906.367.0295 fax: 906.214.4141
990 Lalley Road, Iron River, MI 49935



From: Kyle Fortier <kfortier@baccocc.com>
Sent: Monday, August 5, 2019 2:47 PM
To: Fabbri, Brian <bfabbri@geiconsultants.com>
Subject: [EXT] RE: Milling and Paving Costs

C&S should be \$3.50-\$4.00 syd

Milling should be \$3-4

Bit \$75-85 depending on quantity

From: Fabbri, Brian [mailto:bfabbri@geiconsultants.com]
Sent: Monday, August 5, 2019 2:22 PM
To: Kyle Fortier
Subject: Milling and Paving Costs

Hi Kyle,

The City of Ishpeming is looking at doing some paving on City Streets this year. They asked me to get some pricing for them. Could you provide some costs for either doing mill and overlay, or possibly crush and shaping. The project could be anywhere from 5,000 SYD to 20,000 SYD. Please let me know if you have any questions or concerns.

Thank you,
Brian Fabbri

CITY OF ISHPEMING
STREET COMMITTEE
COST ESTIMATE
SEPTEMBER 2019

EMPIRE STREET FROM 3RD STREET TO 1ST STREET (MAJOR STREET)

Item No.	Item Description	Estimated Quantity	Unit	Engineer's Estimate	
				Unit Price	Extension
M-0110	Mobilization	1	LSUM	\$ 2,500.00	\$ 2,500.00
M-0320	Maintaining Traffic	1	LSUM	\$ 1,000.00	\$ 1,000.00
R-0510	Cold Mill Existing Asphalt Pavement	2,800	SYD	\$ 5.00	\$ 14,000.00
R-0710	2" Bituminous Mixture, MDOT LVSP	339	TON	\$ 90.00	\$ 30,500.00
	Adjust Structure	19	EA	\$ 150.00	\$ 2,900.00
TOTAL COST ==>				\$	\$ 51,000

1ST STREET FROM ELY STREET TO ARCH STREET (MAJOR STREET)

Item No.	Item Description	Estimated Quantity	Unit	Engineer's Estimate	
				Unit Price	Extension
M-0110	Mobilization	1	LSUM	\$ 2,800.00	\$ 2,800.00
M-0320	Maintaining Traffic	1	LSUM	\$ 1,000.00	\$ 1,000.00
R-0510	Cold Mill Existing Asphalt Pavement	3,200	SYD	\$ 5.00	\$ 16,000.00
R-0710	2" Bituminous Mixture, MDOT LVSP	387	TON	\$ 90.00	\$ 34,800.00
	Adjust Structure	22	EA	\$ 150.00	\$ 3,300.00
TOTAL COST ==>				\$	\$ 58,000

EUCLID STREET FROM MAIN STREET TO 1ST STREET

Item No.	Item Description	Estimated Quantity	Unit	Engineer's Estimate	
				Unit Price	Extension
M-0110	Mobilization	1	LSUM	\$ 1,400.00	\$ 1,400.00
M-0320	Maintaining Traffic	1	LSUM	\$ 1,000.00	\$ 1,000.00
R-0510	Cold Mill Existing Asphalt Pavement	1,900	SYD	\$ 5.00	\$ 9,500.00
R-0710	1-1/2" Bituminous Mixture, MDOT LVSP	172	TON	\$ 90.00	\$ 15,500.00
	Adjust Structure	6	EA	\$ 150.00	\$ 900.00
TOTAL COST ==>				\$	\$ 28,000

LAKE STREET FROM CANDA STREET TO EUCLID STREET

Item No.	Item Description	Estimated Quantity	Unit	Engineer's Estimate	
				Unit Price	Extension
M-0110	Mobilization	1	LSUM	\$ 2,300.00	\$ 2,300.00
M-0320	Maintaining Traffic	1	LSUM	\$ 1,000.00	\$ 1,000.00
R-0510	Cold Mill Existing Asphalt Pavement	3,000	SYD	\$ 5.00	\$ 15,000.00
R-0710	1-1/2" Bituminous Mixture, MDOT LVSP	272	TON	\$ 90.00	\$ 24,500.00
	Adjust Structure	27	EA	\$ 150.00	\$ 4,100.00
TOTAL COST ==>				\$	47,000

CLEVELAND AVENUE FROM 4TH STREET TO 7TH STREET (MAJOR STREET)

Item No.	Item Description	Estimated Quantity	Unit	Engineer's Estimate	
				Unit Price	Extension
M-0110	Mobilization	1	LSUM	\$ 3,200.00	\$ 3,200.00
M-0320	Maintaining Traffic	1	LSUM	\$ 1,000.00	\$ 1,000.00
R-0510	Cold Mill Existing Asphalt Pavement	3,800	SYD	\$ 5.00	\$ 19,000.00
R-0710	2" Bituminous Mixture, MDOT LVSP	460	TON	\$ 90.00	\$ 41,400.00
	Adjust Structure	14	EA	\$ 150.00	\$ 2,100.00
TOTAL COST ==>				\$	67,000

7TH STREET FROM BANK STREET TO SPRING STREET

Item No.	Item Description	Estimated Quantity	Unit	Engineer's Estimate	
				Unit Price	Extension
M-0110	Mobilization	1	LSUM	\$ 1,500.00	\$ 1,500.00
M-0320	Maintaining Traffic	1	LSUM	\$ 1,000.00	\$ 1,000.00
R-0510	Cold Mill Existing Asphalt Pavement	1,900	SYD	\$ 5.00	\$ 9,500.00
R-0710	1-1/2" Bituminous Mixture, MDOT LVSP	172	TON	\$ 90.00	\$ 15,500.00
	Adjust Structure	17	EA	\$ 150.00	\$ 2,600.00
TOTAL COST ==>				\$	30,000

NEW YORK STREET FROM DEADEND TO BIGELOW STREET

Item No.	Item Description	Estimated Quantity	Unit	Engineer's Estimate	
				Unit Price	Extension
M-0110	Mobilization	1	LSUM	\$ 2,000.00	\$ 2,000.00
M-0320	Maintaining Traffic	1	LSUM	\$ 1,000.00	\$ 1,000.00
R-0510	Cold Mill Existing Asphalt Pavement	2,900	SYD	\$ 5.00	\$ 14,500.00
R-0710	1-1/2" Bituminous Mixture, MDOT LVSP	263	TON	\$ 90.00	\$ 23,700.00
	Adjust Structure	4	EA	\$ 150.00	\$ 600.00
TOTAL COST ==>				\$	\$ 42,000

YORK STREET FROM NORTH STREET TO VINE STREET

Item No.	Item Description	Estimated Quantity	Unit	Engineer's Estimate	
				Unit Price	Extension
M-0110	Mobilization	1	LSUM	\$ 1,400.00	\$ 1,400.00
M-0320	Maintaining Traffic	1	LSUM	\$ 1,000.00	\$ 1,000.00
R-0510	Cold Mill Existing Asphalt Pavement	1,800	SYD	\$ 5.00	\$ 9,000.00
R-0710	1-1/2" Bituminous Mixture, MDOT LVSP	163	TON	\$ 90.00	\$ 14,700.00
	Adjust Structure	14	EA	\$ 150.00	\$ 2,100.00
TOTAL COST ==>				\$	\$ 28,000

MAIN STREET FROM DIVISION STREET TO BLUFF STREET

Item No.	Item Description	Estimated Quantity	Unit	Engineer's Estimate	
				Unit Price	Extension
M-0110	Mobilization	1	LSUM	\$ 3,300.00	\$ 3,300.00
M-0320	Maintaining Traffic	1	LSUM	\$ 1,000.00	\$ 1,000.00
R-0510	Cold Mill Existing Asphalt Pavement	4,700	SYD	\$ 5.00	\$ 23,500.00
R-0710	1-1/2" Bituminous Mixture, MDOT LVSP	427	TON	\$ 90.00	\$ 38,400.00
	Adjust Structure	18	EA	\$ 150.00	\$ 2,700.00
TOTAL COST ==>				\$	\$ 69,000

JOHNSON STREET FROM MAIN STREET TO 4TH STREET

Item No.	Item Description	Estimated Quantity	Unit	Engineer's Estimate	
				Unit Price	Extension
M-0110	Mobilization	1	LSUM	\$ 2,500.00	\$ 2,500.00
M-0320	Maintaining Traffic	1	LSUM	\$ 1,000.00	\$ 1,000.00
R-0510	Cold Mill Existing Asphalt Pavement	3,400	SYD	\$ 5.00	\$ 17,000.00
R-0710	1-1/2" Bituminous Mixture, MDOT LVSP	309	TON	\$ 90.00	\$ 27,800.00
	Adjust Structure	18	EA	\$ 150.00	\$ 2,700.00
TOTAL COST ==>				\$	\$ 51,000

MARQUETTE STREET FROM READY STREET TO SNOW STREET

Item No.	Item Description	Estimated Quantity	Unit	Engineer's Estimate	
				Unit Price	Extension
M-0110	Mobilization	1	LSUM	\$ 1,000.00	\$ 1,000.00
M-0320	Maintaining Traffic	1	LSUM	\$ 1,000.00	\$ 1,000.00
R-0510	Cold Mill Existing Asphalt Pavement	1,400	SYD	\$ 5.00	\$ 7,000.00
R-0710	1-1/2" Bituminous Mixture, MDOT LVSP	127	TON	\$ 90.00	\$ 11,400.00
	Adjust Structure	2	EA	\$ 150.00	\$ 300.00
TOTAL COST ==>				\$	\$ 21,000

ZOBERLEIN STREET FROM BLUFF STREET TO READY STREET

Item No.	Item Description	Estimated Quantity	Unit	Engineer's Estimate	
				Unit Price	Extension
M-0110	Mobilization	1	LSUM	\$ 1,000.00	\$ 1,000.00
M-0320	Maintaining Traffic	1	LSUM	\$ 1,000.00	\$ 1,000.00
R-0510	Cold Mill Existing Asphalt Pavement	1,300	SYD	\$ 5.00	\$ 6,500.00
R-0710	1-1/2" Bituminous Mixture, MDOT LVSP	118	TON	\$ 90.00	\$ 10,600.00
	Adjust Structure	6	EA	\$ 150.00	\$ 900.00
TOTAL COST ==>				\$	\$ 20,000

CITY OF ISHPEMING
STREET COMMITTEE
COST ESTIMATE
SEPTEMBER 2019

PRAIRE AVENUE FROM JOPLING STREET TO POPLAR STREET (MAJOR STREET)

Item No.	Item Description	Estimated Quantity	Unit	Engineer's Estimate	
				Unit Price	Extension
M-0110	Mobilization	1	LSUM	\$ 4,300.00	\$ 4,300.00
M-0320	Maintaining Traffic	1	LSUM	\$ 1,000.00	\$ 1,000.00
R-0510	Cold Mill Existing Asphalt Pavement	5,200	SYD	\$ 5.00	\$ 26,000.00
R-0710	2" Bituminous Mixture, MDOT LVSP	629	TON	\$ 90.00	\$ 56,600.00
	Adjust Structure	10	EA	\$ 150.00	\$ 1,500.00
TOTAL COST ==>				\$	89,000

September 2019

Street Committee Report

Mike Tonkin

Stu Skaug

Streets needing Milling & Overlay:

- **Empire from 3rd to 1st**
- **1st from Ely to Arch**
- **Euclid from Main to 1st**
 - **Lake from Canda to Euclid**
 - **Cleveland Ave from 4th to 7th**
 - **7th from Bank to Spring**
 - **New York from _____ to Bigelow**
 - **York from North to Vine**
 - **Main from Division to Bluff**
 - **Johnson from Main to 4th**
 - **Marquette to Snow**
 - **Zoberline from Bluff to Ready**
 - **Praire from Jopling to Poplar**
- **Major Streets**
 - **Local Streets**

3rd Street — Euclid to Lakeshore