

**ISHPEMING CITY COUNCIL REGULAR MEETING**  
**Wednesday, February 5, 2020 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 (January 8<sup>th</sup> and January 22<sup>nd</sup>)
  - b. Approval of Disbursements
  - c. Appoint Matt Cody to fill vacancy on the Housing Board of Appeals with term expiring 12/2020
  - d. Appoint Craig Cugini to vacancy on Building Authority with term expiring 6/2020
  - e. Reappoint Larry Bussone to a three-year term on the Iron Ore Recreation Authority with term expiring 4/2023
8. Monthly Financial Statement Report
9. Resolution 2-2020, Waiver of Penalty and Interest for untimely filed property transfer affidavits
10. Resolution 3-2020, Adopt Poverty Exemption Income Guidelines and Asset Test
11. Recommendation from Planning Commission to approve rezoning's: RZ 2019-05 and RZ 2019-06
12. Request from St. Rocco's for permission to construct permanent roof over bandstand at Al Quaal
13. Policy # 115; Closure of MERS Division 10, Non-Union Supervisory Unit Defined Benefit Plan to New Hires
14. Second Reading of Amendment to Ordinance #4-1100, Open Burn
15. Contract Extension for one year with Hydro-Corp for Cross Connection Control Program
16. Department of Public Works Garage Roof Repair
17. Authorize Payment to Elcom Systems for Police Department radios
18. Attorney Services
19. Part Time Front Office Assistant Positions
20. Schedule Public Hearing for resubmittal of the MNRTF Grant Application for the Tennis Court Project
21. Discussion of regulations pertaining to the Michigan Regulation and Taxation of Marihuana Act
22. Old Business
23. New Business
24. Mayor and Council Reports
25. Manager's Report
26. Attorney's Report
27. Adjournment



Steve Snowaert  
Interim City Manager



7e  
102 W. Washington Street #232  
Marquette, MI 49855  
906-235-2923  
ironoreheritage.com

CITY OF ISHPEMING

JAN 28 2020

RECEIVED

January 27, 2020

City of Ishpeming  
100 E. Division Street  
Ishpeming, MI 49849

Dear City Manager and City Council Members:

We are asking that you reappoint Larry Bussone as your city representative on the board of directors for the Iron Ore Heritage Recreation Authority. Our board members serve at the will of each member municipality for three-year terms. Ishpeming is one of our members and Mr. Bussone is your current representative on our board. His term expires in April of 2020. We have utilized Mr. Bussone's skills on our board as a surveyor, an Ishpeming Planning Commission member, and Bancroft Park pavilion board member.

Mr. Bussone is interested in serving another term of three years and we'd love him to stay. His term would keep him on our board until April of 2023. Please let us know if you will be reappointing Mr. Bussone to the Iron Ore Heritage Recreation Authority. Enclosed are our Articles of Incorporation detailing who is eligible for appointment to our board.

Please call with any questions.

Sincerely,

Carol Fulsher  
Administrator

CITY OF ISHPEMING  
POOLED CASH REPORT (FUND 999)  
AS OF: JANUARY 31ST, 2020

8

UND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<u>CLAIM ON CASH</u>					
01-000-009-000	CLAIM ON CASH		1,307,687.35 (	309,080.39)	998,606.96
02-000-009-000	CLAIM ON CASH		298,277.28	28,950.29	327,227.57
03-000-009-000	CLAIM ON CASH		228,027.09 (	1,594.14)	226,432.95
06-000-009-000	CLAIM ON CASH		58,096.42	0.00	58,096.42
11-000-009-000	CLAIM ON CASH		225,558.08	0.00	225,558.08
20-000-009-000	CLAIM ON CASH		( 508,887.05)	0.00 (	508,887.05)
26-000-009-000	CLAIM ON CASH		185,782.09	55,552.94	241,335.03
27-000-009-000	CLAIM ON CASH		0.00 (	24,475.62) (	24,475.62)
28-000-009-000	CLAIM ON CASH		459,268.99 (	983.67)	458,285.32
28-000-009-000	CLAIM ON CASH		43,879.81	513.91	44,393.72
27-000-009-000	CLAIM ON CASH		( 2,612.37) (	1,552.63) (	4,165.00)
101-000-009-000	CLAIM ON CASH		431,695.46 (	35,437.87)	396,257.59
590-000-009-000	CLAIM ON CASH		1,061,964.75	109,880.52	1,171,845.27
591-000-009-000	CLAIM ON CASH		494,260.02	158,586.15	652,846.17
561-000-009-000	CLAIM ON CASH		442,081.09 (	24,812.99)	417,268.10
TOTAL CLAIM ON CASH			4,725,079.01 (	44,453.50)	4,680,625.51
=====					

## 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	\$ 998,606.96	\$ 327,227.57	\$ 226,432.95	\$ 241,335.03	\$ 396,257.59	\$ 1,171,845.27	\$ 652,846.17
Revenues	43,461.55	62,707.33	18,250.62	51,805.57	-	125,801.58	380,036.54
Expenses	285,082.48	33,757.04	19,844.76	10,145.15	5,034.48	48,426.70	17,235.38
Net Income(Loss)	(241,620.93)	28,950.29	(1,594.14)	41,660.42	(5,034.48)	77,374.88	362,801.16
Fund Balance:							
Non-spendable	49,604.53	-	-	26,711.78	-	-	-
Restricted	-	327,227.57	226,432.95	-	330,905.53	-	-
Committed	33,960.00	-	-	-	-	-	-
Assigned	-	-	-	239,439.33	-	-	-
Unassigned	388,706.91	-	-	-	-	-	-
Inv in Capital Assets	-	-	-	-	-	9,166,379.84	8,054,915.81
Restricted for Debt	-	-	-	-	-	-	986,233.00
Unrestricted	-	-	-	-	-	534,535.40	(1,166,290.45)
Total Fund Balance	\$ 472,271.44	\$ 327,227.57	\$ 226,432.95	\$ 266,151.11	\$ 330,905.53	\$ 9,700,915.24	\$ 7,874,858.36

## Notes:

1. All fringe benefits are paid from the General Fund and then allocated back to other funds based on a fringe benefit rate on a quarterly basis. The 4th Quarter 2019 has been recorded.

2. - Depreciation expense has been recorded in the Sewer, Water, and Motor Pool Funds through January 2020.

3. State revenue sharing in the General Fund has been recorded through October 2019.  
Paid by the state in 2-month increments with a 2-month lag.

# CITY OF ISHPEMING

## RESOLUTION 2-2020

### RESOLUTION FOR WAIVER OF PENALTY AND INTEREST FOR UNTIMELY FILED PROPERTY TRANSFER AFFIDAVITS

*Whereas*, Under PA206 of 1893, The governing body of a local tax collecting unit may waive, by resolution, the penalty levied under subsection (1)(c) or (d) (MCL 211.7b);

**NOW, THEREFORE, BE IT HEREBY RESOLVED** that pursuant to PA206 of 1893, THE City of Ishpeming, Marquette County, authorizes the City Manager or their designee to waive the collection of penalty and interest for untimely filed property transfer affidavits.

The forgoing resolution offered by Councilmember \_\_\_\_\_ and supported by Councilmember \_\_\_\_\_.

Ayes:

Nays:

I, Cathy Smith, City Clerk, do hereby certify that the foregoing is a true and original copy of a resolution duly made and passed by the City Council of Ishpeming at a Regular Meeting held on February 5, 2020 at 7:00 pm, with a quorum present.

\_\_\_\_\_  
Cathy Smith

\_\_\_\_\_  
Date

City of Ishpeming Resolution #3-2020

10

**Resolution to Adopt Poverty Exemption Income Guidelines and Asset Test**

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

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

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

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

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

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

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

The foregoing resolution offered by Councilmember \_\_\_\_\_ and supported by Councilmember \_\_\_\_\_..

Ayes:

Nays:

Excused:

I, Cathy Smith, the duly appointed City Clerk of the City of Ishpeming hereby certify that the foregoing resolution was adopted by the City Council of said City at the regular meeting held on February 5, 2020, at which meeting a quorum was present.

\_\_\_\_\_  
Cathy Smith, City Clerk

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

## **POVERTY INCOME GUIDELINES**

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

### **2020 Federal Poverty Income Guidelines**

Size of Family/Household	Maximum Total Income
1	\$12,490
2	\$16,910
3	\$21,330
4	\$25,750
5	\$30,170
6	\$34,590
7	\$39,010
8	\$43,430
Additional Person	\$4,420

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

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

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

## **ASSET TEST**

***(IF THE APPLICANT MEETS THE POVERTY INCOME GUIDELINES)***

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

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

## Findings of Fact for the following Proposed Rezoned Parcels

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 almost all are believed to have been established prior to any Zoning Ordinance. On RZ 2019-05, the structures were built in 1885 and 1890. On RZ 2019-06, structures were built from 1880 – 1940, 1973 & 2006 and affects approximately 22 parcels.
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) per the Zoning Ordinance. All structures are presently 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 these situations to the attention of the Ishpeming 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.

At the conclusion of the Public Hearings before the City of Ishpeming Planning Commission on January 06, 2020 for **RZ 2019-05 and RZ 2019-06**, a motion was made by Brooke Routhier supported by Larry Bussone and passed unanimously to recommend to the Ishpeming City Council that the parcels as described in RZ 2019-05 and RZ 2019-06 be rezoned as described below to the MR (Multiple Residential) or GR (General Residential) Zoning Districts as indicated.

### RZ 2019-05

- A. PARTS OF SE ¼ OF SE ¼ SEC. 3 T47N R27W; BEG 606.28' N & 296.73' W OF SE COR. THEREOF; TH S 85 DEG W 193.76'; TH N 8 DEG E 137.02'; TH S 83 DEG E 183.37'; TH S 6 DEG W 100' TO POB; ALSO BEG 590.11' N & 490.14' W OF SE COR. THEREOF; TH N 150.49'; TH N 8 DEG E 145'; TH S 73 DEG E 149.9'; TH S 8 DEG W 137.02' TO POB AND INCLUDING THE LANDS LYING DUE WEST OF THE LAST DESCRIBED PARCEL TO THE EASTERLY LINE OF THE EXISTING MULTIPLE RESIDENTIAL (MR) ZONING DISTRICT-- FROM DEFERRED DEVELOPMENT TO MULTIPLE RESIDENTIAL.

### RZ 2019-06

1. BARNUM ADDITION LOTS 56-60 AND LOTS 62-65 ALSO: ASSESSOR'S PLAT OF THE BARNUM LOCATION, LOTS 1-6 INCLUSIVE, AND ASSESSORS PLAT OF THE BARNUM LOCATION NO. 2, LOTS 7 - 9 & 14-15, ALL BEING PART OF THE E ¼ OF SECTION 9, T47N-R27W-- FROM INDUSTRIAL TO GENERAL RESIDENTIAL.

ALSO

PART OF SE ¼ OF NE ¼ OF SEC. 9 T47N R27W BEG 532.18' N OF SE COR; TH N 245.73'; TH S 63 DEG 14'W 274.31'; TH S 21 DEG 43' W 176.84'; TH E 83.37'; TH E'LY ALONG C/L OF JOHNSON ST 241.96' TO POB, FROM MINING TO MULTIPLE RESIDENTIAL. (52-51-709-004-40)

ALSO

PART OF SE ¼ OF NE ¼ SEC 9 T47N R27W BEG N 1 DEG 15' W 401.76' FROM E 1/4 COR; TH W 143.15'; TH S 46 DEG 41'W 156.93'; TH N 53 DEG 9' W 134.17'; TH N 21 DEG 44' E 124.46'; TH E 83.37' TO C/L JOHNSON ST.; TH ALG. C/L N 69 DEG 6' E 103.79'; TH N 81 DEG 36' E 58.16'; TH S 87 DEG 28'E 78.01' TO E SEC LINE; TH S 1 DEG 15' E 130.42' TO POB, FROM MINING TO MULTIPLE RESIDENTIAL. (52-51-709-004-50)



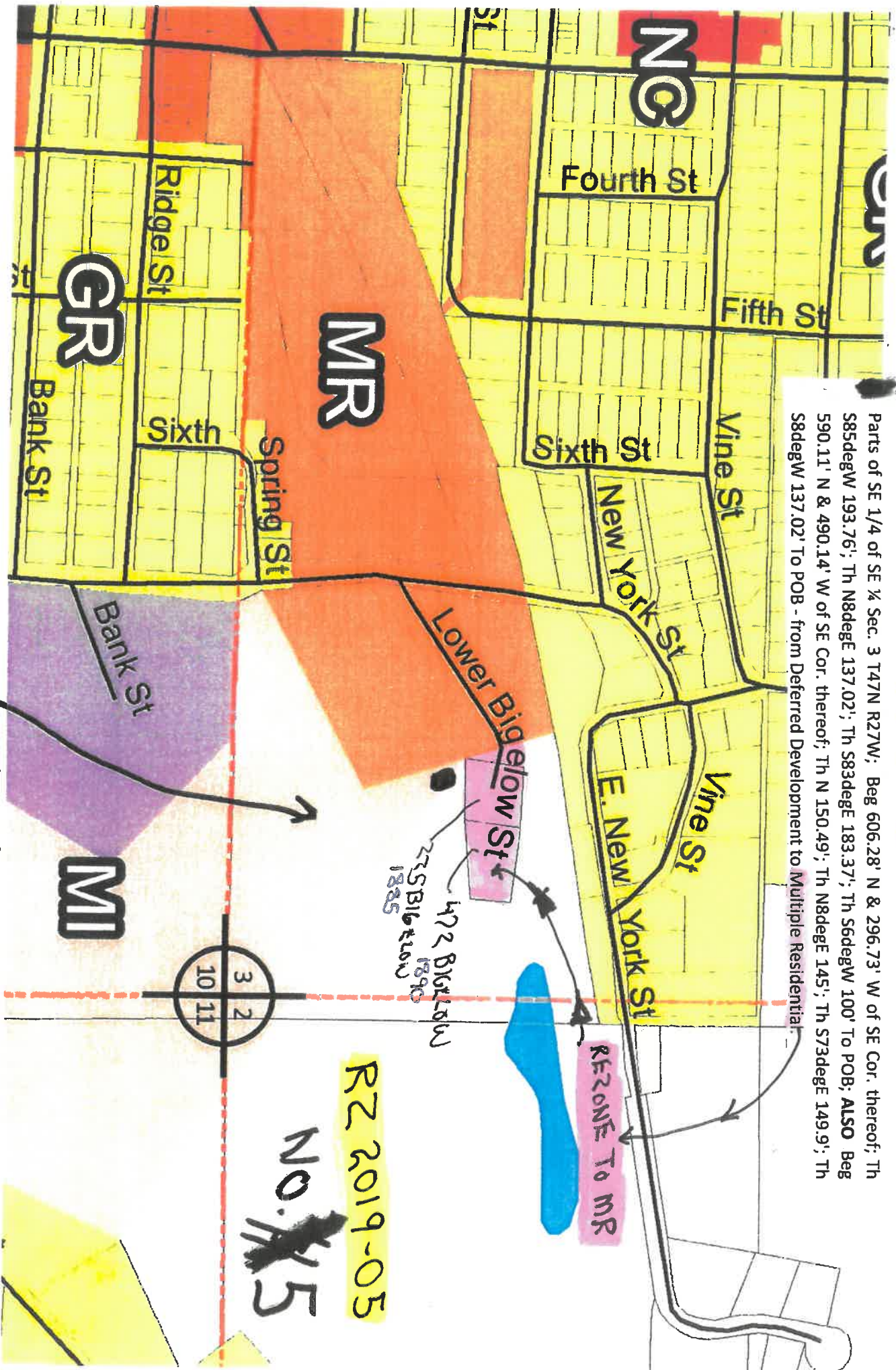
Alan K. Pierce, Zoning Administrator



# RZ2019-05

Proposed Rezoning

Parts of SE 1/4 of SE 1/4 Sec. 3 T47N R27W; Beg 606.28' N & 296.73' W of SE Cor. thereof; Th S85degW 193.76'; Th N8degE 137.02'; Th S83degE 183.37'; Th S6degW 100' To POB; **ALSO** Beg 590.11' N & 490.14' W of SE Cor. thereof; Th N 150.49'; Th N8degE 145'; Th S73degE 149.9'; Th S8degW 137.02' To POB - from Deferred Development to Multiple Residential.



RZ 2019-05

NO. 15

SE 1/4 SE 1/4 OF SECTION 3-47-27



R2 2019-06

G2h

09-003-00

Dulles South Shore and Atlantic Rd

TO GR

709-014-00

3-01

Greenwood St

Carp St

R2 2019-06

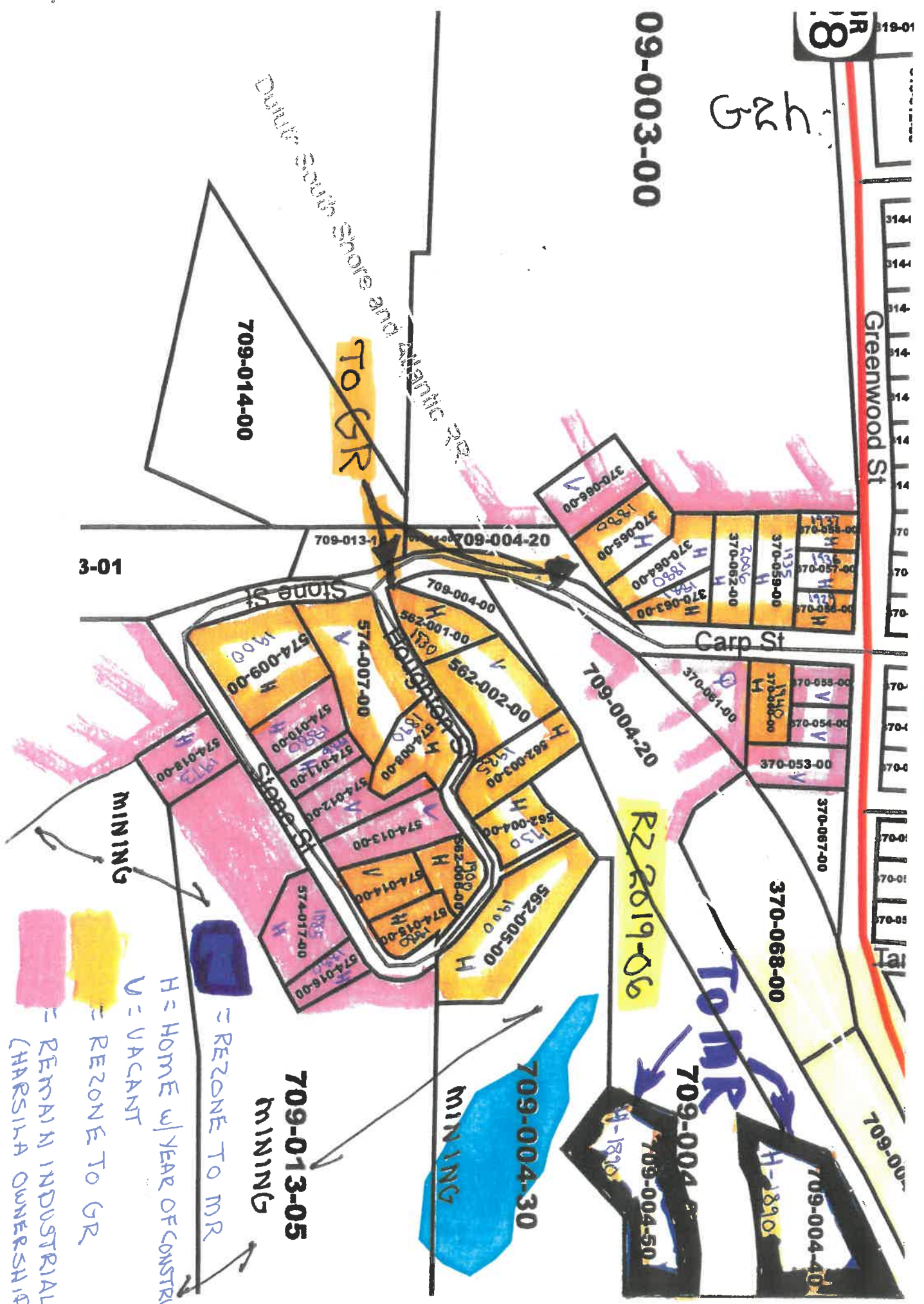
TO MR

MINING

MINING

709-013-05  
mining

= REZONE TO MR  
= HOME w/ YEAR OF CONSTRUCT  
= VACANT  
= REZONE TO GR  
= REMAIN INDUSTRIAL  
(HARSHIA OWNERSHIP)



12

December 26, 2019

Steve Snowaert, Interim City Manager  
Ishpeming City Council  
100 East Division Street  
Ishpeming, Michigan 49849

CITY OF ISHPEMING

JAN 06 2020


RECEIVED

Dear Mr. Snowaert and Council Members:

The St. Rocco St. Anthony Society of Ishpeming would like to put a permanent roof over the bandstand at the Al Quaal Recreation Area. With your permission, we would like to begin the process of obtaining engineered drawings. Upon receipt of the drawings, we would submit them for your approval. There would be no cost to the City for this process or the construction of the roof itself.

Thank you for your consideration of this matter.

Sincerely,

  
Jim Bertucci, President  
St. Rocco St. Anthony Society



# CITY OF ISHPEMING, MICHIGAN

100 East Division Street • Ishpeming, Michigan 49849

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

To: Ishpeming City Council

From: Interim City Manager Steven J. Snowaert

Date: January 30, 2020

RE: Closing Division 10 (Supervisory) Defined Benefit Plan to new hires/Equalizing City Holidays

During our recent union negotiations, the MERS Defined Benefit plans were closed to new hires in Division 01 (Clerical/Public Works) and in Division 11 (Union/Supervisors). There is one other division, Division 10 (Non-Union Supervisors) which has not been addressed, and I believe it needs to also be closed to new hires effective 1/1/2020. Division 10 is made up of the Assistant to the City Manager/City Clerk, Finance Director, Treasurer and the City Attorney positions. All employee positions affected by the MERS Defined Benefit Plan, understand the City's intent to close the plan to new hires in order to take the first step to stabilize the plan.

In order to stay consistent with the City's long-term plan with MERS, I recommend the closing of Division 10 (Non-Union Supervisory) MERS Defined Benefit Plan to new hires (115.26) effective 1/1/2020.

Section 115.28 calls for a review of the policy to coincide with Union Negotiations. Affected members have requested the Policy be reviewed when City Manager Cugini starts and has become familiar with City functions.

However, Section 115.12 – Holiday Provisions should be reviewed now. Currently, three employees covered by this policy receive one less holiday than all other employees for the City of Ishpeming (Assistant to the City Manager/City Clerk, Finance Director, and the Treasurer).

I recommend that these three employees, be given President Day as a holiday. This change would be consistent with the provision in the policy that the other member included in the policy, the Chief of Police, also has Presidents Day as a holiday.

Thank You for the consideration.



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

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



ORDINANCE # 4-1100.

AN ORDINANCE TO PROHIBIT THE OPEN BURNING OF DESIGNATED MATERIALS WITHOUT A SPECIAL PERMIT. AND PROHIBITING UNUSUAL SMOKE OR ODOR CONDITIONS CREATING A PUBLIC NUISANCE FROM ANY TYPE OF BURNING AND OR FROM WOOD FIRED FURNACE/BOILERS.

**Section 4-110.1: Definitions. As used in the Ordinance, the following definitions shall apply.**

(a). "Open burning" shall mean the burning of materials such as paper, cardboard, trees, branches or limbs of trees, brush, grass, leaves, logs, rubbish, trash, rags, furniture, or another wood product ~~construction materials~~, cloth of any kind, food containers, or any other combustible material whatsoever, where smoke or other emissions are released. ~~directly into the air without passing through a chimney or stack, and includes burning any of the foregoing items in a residential fireplace. "Open burning" also includes the use of burn barrels for the burning of any substance and the burning of any substance in incineration devices that do not control the combustion air to maintain an adequate temperature and sufficient time for complete combustion.~~

(b). "Fire Chief" shall mean the Chief of the City of Ishpeming Volunteer Fire Department and his or her designated representative. Designated representatives are: Any Fire Department Officer or Law Enforcement Officer employed by the City of Ishpeming.

(c). "Permit" shall mean a written permit, issued by the Fire Chief, authorizing a specific open burning event. The written permit request shall be made 7 business days prior to the requested specific open burning event.

**Section 4-1102. Open Burning Prohibited:**

Open burning anywhere in the City of Ishpeming is hereby prohibited, unless the open burning is done pursuant to a permit issued by the Fire Chief. No person shall engage in, participate in, or start an open burning fire without a permit issued by the Fire Chief.

(a). Open burning of any refuse as described in Section 4-110.1, specifically, burn barrels of any construction are not permitted within the city limits.

**Section 4-1103. Permit Authorizing Open Burning:**

(a). Upon written application to the Fire Chief, open burning may be approved by issuance of a permit, provided that the Fire Chief is satisfied that the open burning will be in compliance with Michigan Department of Environmental Quality guidelines and will not be unsafe, and will not pose a threat or a hazard to persons or property. The open burning may be revoked or withdrawn at any time if the Fire Chief determines that the open burning event would be or is a reasonably likely to become unsafe due to the particular circumstance involved including, but not limited to, unfavorable weather conditions.

(b). In the issuance of a permit, the Fire Chief may impose reasonable conditions for the open burning event, such as limitations as to the type of materials to be burned, and limitations or conditions with respect to time of day, duration, quantity of materials, location, and manner of burning.

**Section 4-1104. Exceptions:**

(a). This ordinance shall not apply to campfires in designated campgrounds, to small enclosed ~~backyard~~ fire pits or fireplaces, or to outdoor barbecues where food preparation is the sole purpose of the fire generating materials. The Fire Chief/Fire Department Officer or Law Enforcement Officer is authorized to order any property owner, resident, or any other person to extinguish any fire, including those listed above within the City of Ishpeming if, smoke, odor, local or

state issued ban on open burning or any other condition such as, a public nuisance is created, health, safety or welfare is potentially jeopardized or put in danger including any of the above mentioned conditions. And will be subject to any and all penalties described in the ordinance.

~~(b). This ordinance shall not apply to outdoor fireplace structures or wood stoves that are designed and constructed to burn wood for the sole purpose of providing a primary or secondary source for a residential or commercial structure.~~

(c). Bonfires may only be lighted after issuance of a permit in accordance with the provisions of Section 4-1103 above.

(d). Fire Department live fire training, all live fire suppression will conform to the guidelines established by the National Fire Protection Association (NFPA) Standard on Live Fire Training Evolutions (NFPA 1403). And the Michigan Department of Environmental Quality, Air Quality Division.

#### **Section 4-1104.1. Unusual Smoke or Odor Conditions:**

(a). **Wood fired furnace/boiler.** The Fire Chief/Fire Department Officer or Law Enforcement Officer is authorized to order any property owner, resident, or any other person to extinguish any fire within the City of Ishpeming if, due to smoke, odor, fire, or any other condition, a public nuisance is created or if the public, health, safety or welfare is potentially jeopardized or put in danger. **Including, fire pits, campfires, fireplaces, wood fired furnace/boiler, regardless of their location, including stand alone outdoor wood fired furnace/boiler or wood fired furnace/boiler located within a structure on the property.** It shall be the Fire Chief/Fire Department Officer or Law Enforcement Officer that will make the determination if the smoke or odor is a public nuisance. Or if the public, health, safety or welfare is potentially jeopardized, or put in danger. And will be subject to any and all penalties described in the Ordinance.

#### **Section 4-1105. Conditions:**

(a). All open burning allowed by permit shall be constantly attended by the permit holder until the fire is extinguished.

(b). The Fire Chief is authorized to order any property owner, resident, or any other person to extinguish any fire within the City of Ishpeming if, due to smoke, odor, fire, or any other condition, a public nuisance is created or if the public health, safety, or welfare is potentially jeopardized, or put in danger.

(c). Right of entry and inspection. The Fire Chief/Fire Department Officer or Law Enforcement Officer is authorized to inspect any property or structure for the purpose of ascertaining compliance with the provisions of this Ordinance.

#### **Section 4-1106. Civil Liability:**

Every person who engages in open burning, or creates a public nuisance with unusual smoke or odor is in violation of the term of this Ordinance shall be liable to the City of Ishpeming for reimbursement of all costs and expenses incurred by the City of Ishpeming in dispatching fire apparatus and personnel to extinguish the fire or open burning event, or to investigate the unusual smoke or odor. The rate of reimbursement to the City of Ishpeming shall be:

- A. \$100/hour (or fraction thereof for the first hour or less) for each piece of fire department apparatus dispatched to extinguish the open burning, or to investigate the unusual smoke or odor: plus
- B. The current hourly rate, plus FICA and Worker's Comp, for the first hour or fraction thereof, for each firefighter dispatched to the scene responding to the alarm.
- C. Charges after the first hour shall be billed in no less than one hour increments, at the above rates, for the fire department apparatus and fire department personnel.

all of which charges shall be computed on a portal-to-portal basis.



**Section 4-1107. Penalty:**

Any person who shall violate any of the provisions of this Ordinance shall be guilty of a misdemeanor, and upon conviction thereof shall be punished by a fine not to exceed Five Hundred (\$500) Dollars, plus costs, or by imprisonment in the County Jail for a period of not to exceed ninety (90) days, or by both fine and imprisonment. Punishment under this Section 4-1107 shall be in addition to any reimbursement ordered under Section 4-1106 herein, and the City of Ishpeming may seek civil penalties and criminal penalties under this Ordinance. municipal civil infraction and shall be subject to payment of a civil fine as provided in the schedule below. The legal owner of the property or structure, will be responsible for all civil fines and Fire Department charges as outlined in Section 4-1106. and Section 4-1107.

- A. First violation. Any person who is found in violation of any Section in Ordinance 4-1100 shall be subject to a civil fine of \$50.
- B. Second violation. Any person who is found in violation of any Section in Ordinance 4-1100 for a second violation in any 12-month period shall be subject to a civil fine of \$100.
- C. Third violation. Any person who is found in violation of any Section in Ordinance 4-1100 for a third violation in any 12-month period shall be subject to a civil fine of \$500.

In addition to Civil fines in Section 4-1107, persons found to be in violation of Ordinance 4-1100 may be subject to reimbursement to the City of Ishpeming as outlined under Section 4-1106.

Adopted as an Emergency Ordinance: May 3, 2006

Amended: February 4, 2009

Amended: January 7, 2015

Amended:

Respectfully Submitted:

Edward M. Anderson

Fire Chief

15

## DPW Director

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**From:** Paul Patterson <ppatterson@hydrocorpinc.com>  
**Sent:** Tuesday, January 21, 2020 1:24 PM  
**To:** DPW Director  
**Cc:** Jerry Ayers  
**Subject:** HydroCorp - CCC Program

Good Afternoon Carl,

It was good catching up with you last week. I looked through our records and we have just completed the third year of the contract, so there is an extension in the contract for this year. The price would go up 2.1% = to inflation rate. Currently you pay 7,200.00 annually so for 2020 that would increase to 7,351.20. We would bill quarterly at \$1,837.80.

On my end, I just need confirmation via e-mail that we can proceed with the extension because the contract has already been signed. Let me know if you need anything from me paperwork wise and I will get that out to you.

Thanks,  
Paul

**Paul M. Patterson**  
**Vice President**



**HydroCorp - Corporate Office**  
5700 Crooks Road, Suite 100  
Troy, MI 48098  
800.690.6651 ext. 5022  
248.250.5022 direct  
734.904.5153 cell  
[hydrocorpinc.com](http://hydrocorpinc.com)  
**The Safe Water Authority®**

GEI identified and recommended that the following improvements be made within the next 5 years: replace lines for the Bluff Street water station, replace lines on Division/Greenwood Street from Pine Street to Washington Street, replace lines on Washington Street, perform a leak detection analysis, prepare a catalog of repair work, and use repair records to prioritize needed repairs. Their 20-year recommendations included: budgeting for a 100 year replacement schedule, complete a comprehensive reconstruction project, and pursue funding.

Mayor Tall asked about the availability of grant funding for water projects.

City Manager Ottenwess explained that one of the best sources of grant funding is the USDA-Rural Development. The USDA has a combination of grants and loans. Other potential funding sources would include the State Revolving Loan Fund and Community Development Block Grants. However, he cautioned the Council that funding has faded over the past few years.

Mr. Bal stated that the 5-year plan that GEI has prepared will allow the City to immediately apply in the event that a grant opportunity becomes available. The key to obtaining grants is to be prepared and to have the needs study in place.

Now that the water system evaluation has been completed, DPW Director Kangas recommended to the City Council that a sewer system evaluation be budgeted for FY2014.

#### CROSS CONNECTION CONTROL CONTRACT

At the recommendation of the City Manager and DPW Director, a motion was made by Councilwoman Demarest and seconded by Mayor Tall to waive competitive bidding and award a three year contract to Hydro Designs, Inc. in the amount of \$2,808 per year to provide cross connection control inspections and backflow prevention services on the City's utility system. Ayes: Four (4). Nays: None (0). Absent: Councilman Williams. One (1). Motion carried.

#### OHM SERVICE AGREEMENT FOR ADA PHASE 2 IMPROVEMENTS – LIBRARY

At the recommendation of the City Manager, a motion was made by Councilwoman Demarest and seconded by Mayor Tall to approve the Professional Services Proposal from OHM, as amended by the City Attorney, for the Ishpeming Carnegie Library Phase 2 Improvement Project. The estimated cost to provide the services is \$134,000 and shall be paid from the Library Special Fund. Ayes: Four (4). Nays: None (0). Absent: Councilman Williams. One (1). Motion carried.

#### SECOND READING OF AMENDMENTS TO ORDINANCE NO. 4-500, AN ORDINANCE REGULATING NOXIOUS WEEDS, TALL GRASS, AND MISCELLANEOUS DEBRIS

At the recommendation of the City Manager, a motion as made by Councilwoman Demarest and seconded by Councilwoman Racine to adopt the amendments to Ordinance No. 4-500, *An Ordinance Regulating Noxious Weeds, Tall Grass, and Miscellaneous Debris*, as presented and as of the second reading. Ayes: Four (4). Nays: None (0). Absent: Councilman Williams. One (1). Motion carried.

# PROPOSAL

DEVELOPED FOR

John Kangas

DPW Director/City Engineer

City of Ishpeming, MI

100 E. Division Street

Ishpeming, MI 49849

November 4, 2016

## KEEPING DRINKING WATER SAFE FOR INDUSTRIES AND MUNICIPALITIES

For over 30 years, HydroCorp™ has been dedicated to safe drinking water for companies and communities across North America. Fortune 500 firms, metropolitan centers, utilities, small towns and businesses – all rely on HydroCorp to protect their water systems, averting backflow contamination and the acute health risks and financial liabilities it incurs.

**HYDRACORP**  
THE SAFE WATER AUTHORITY

CROSS-CONNECTION  
CONTROL / BACKFLOW  
PREVENTION

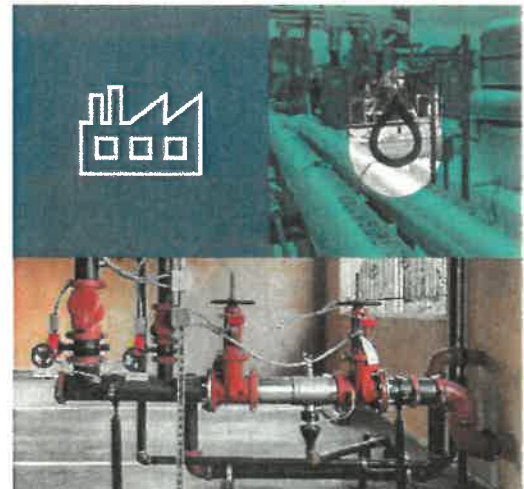
WATER SYSTEM  
SURVEYS / AUDITS

PIPE SYSTEM MAPPING  
AND LABELING

WATER SAMPLING  
AND ANALYSIS / RISK  
ASSESSMENTS

PROGRAM  
AND PROJECT  
MANAGEMENT

COMPLIANCE  
ASSISTANCE /  
DOCUMENTATION



MICHIGAN CORPORATE OFFICE  
5700 Crooks Road, Suite 100  
Troy, MI 48098  
800.690.6651 TOLL FREE  
248.250.5000 PHONE  
248.786.1788 FAX GENERAL  
[info@hydrocorpinc.com](mailto:info@hydrocorpinc.com) EMAIL



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PROFESSIONAL SERVICE AGREEMENT .....	4-10
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## SCOPE OF WORK

Based on our recent meeting, HydroCorp™ will provide the following services to the City of Ishpeming. This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the City of Ishpeming with the necessary data and information to maintain compliance with the Michigan Department of Environmental Quality (DEQ) Water Bureau Cross Connection Control Regulations. Once this project has been approved and accepted by the City and HydroCorp, you may expect completion of the following elements within a three (3) year period. The components of the project include:

1. Annually, perform a minimum of 70 initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the City served by the public water supply for cross-connections. Inspections will be conducted in accordance with the DEQ Water Bureau Cross Connection Control regulations.
2. Generate all backflow prevention assembly test notices, non-compliance notices and coordinate/monitor backflow prevention assembly testing compliance for all backflow prevention assemblies.
3. Perform administrative functions including: answering water user telephone calls, scheduling of inspections, mailing of all notices, verification of backflow prevention assembly tester credentials & proper testing results and general customer service and program education inquiries.
4. Generate and document the required program data for the facilities using the HydroCorp Software Data Management Program.
5. Submit comprehensive management reports on a quarterly basis.
6. Conduct an annual review meeting to discuss overall program status and recommendations.
7. Provide up to six- (6) ASSE approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers, (i.e. combination) per facility as required, in order to place a facility into immediate compliance at the time of inspection.
8. Prepare the annual State of Michigan, DEQ Water Bureau Cross Connection Report.
9. Assist the City with a community wide public relations program including general awareness brochures and customized web site cross connection control program overview content and resources.
10. Provide ongoing support via phone, fax, internet, text or email.

The above services will be provided for:

**Quarterly Amount: \$ 1,800.00**

**Annual Amount: \$ 7,200.00**

**Contract Total: \$ 21,600.00**

Contract Amount is based upon a 36-month period. HydroCorp will invoice in 12 equal amounts of \$ 1,800.00



## PROFESSIONAL SERVICE AGREEMENT

This agreement, made and entered into this (Date) by and between the City of Ishpeming organized and existing under the laws of the State of Michigan referred to as "Utility", and HydroCorp™ a Michigan Corporation, referred to as "HydroCorp".

WHEREAS, the Utility supplies potable water throughout its corporate boundary to property owners; and desires to enter into a professional services contract for cross connection control program inspection, reporting and management services.

WHEREAS, HydroCorp is experienced in and capable of supplying professional inspection of potable water distribution systems and cross connection control program management to the Utility and the Utility desires to engage HydroCorp to act as its independent contractor in its cross connection control program.

WHEREAS, the Utility has the authority under the laws of the State of Michigan and its local governing body to enter into this professional services contract.

NOW THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the parties agree as follows:

### ARTICLE I. Purpose

During the term of this Agreement, the Utility agrees to engage HydroCorp as an independent contractor to inspect and document its findings on its potable water distribution system in public, commercial and industrial facilities within the community. Each party to this Agreement agrees that it will cooperate in good faith with the other, its agents, and subcontractors to facilitate the performance of the mutual obligations set forth in this Agreement. Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete and accurate, yet due to the inaccessible nature of water piping or due to access constraints within water users' facilities, complete and accurate data is not always available.

### ARTICLE II. Scope of Services

The scope of services to be provided by HydroCorp under this Agreement will include the inspections/surveys, program administration, answering telephone call inquiries, scheduling of inspections, program compliance review, public education materials, preparation of quarterly management reports, and annual cross connection reports with respect to the facilities to the extent specifically set forth in this Article II (hereinafter the "Scope of Services"). Should other reports/services be included within the Scope of Services, the same shall be appended to this Agreement as Exhibit 1.

**2.1 PROGRAM REVIEW/PROGRAM START UP MEETING.** HydroCorp will conduct a Program Startup Meeting for the Cross-Connection Control/Backflow Prevention Program. Items for discussion/review will include the following:

- Review state & local regulations
- Review and/or provide assistance in establishing local Cross-Connection Control Ordinance
- Review/establish wording and timeliness for program notifications including:
  - Inspection Notice
  - Compliance Notice
  - Non-Compliance Notices 1-2, Penalty Notices
- Special Program Notices
- Electronic use of notices/program information
- Obtain updated facility listing, address information and existing program data from Utility
- Prioritize Inspections (City buildings, schools, high hazard facilities, special circumstances.)



- Review/establish procedure for vacant facilities
- Establish facility inspection schedule
- Review/establish procedures and protocol for addressing specific hazards
- Review/establish high hazard, complex facilities and large industrial facility inspection/containment procedures including supplemental information/notification that may be requested from these types of facilities in order to achieve program compliance.
- Review/establish program reporting procedures including electronic reporting tools
- Review/establish educational and public awareness brochures

**2.2 INSPECTIONS.** HydroCorp will perform initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with Michigan Department of Environmental Quality Cross Connection Control Rules.

- *Initial Inspection* – the first time a HydroCorp representative inspects a facility for cross connections. Degree of Hazard will be assigned and/or verified during this facility visit. The Degree of Hazard will dictate future re-inspection frequency/schedule of facility, (facility will be either compliant or non-compliant after this inspection).
- *Compliance Inspection* – subsequent visit by a HydroCorp representative to a facility that was non-compliant during the *Initial Inspection* to verify that corrective action was completed and meets the program requirements.
- *Re-Inspection* – Revisit by a HydroCorp representative to a facility that was previously inspected. The re-inspection frequency/schedule is based on the degree of hazard assigned to the facility during the initial inspection (two, six or ten year re-inspection cycle).

**2.3 INSPECTION SCHEDULE.** HydroCorp shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Utility's designated contact person. The initial check in will include a list of inspections scheduled. An exit interview will include a list of inspections completed.

**2.4 PROGRAM DATA.** HydroCorp will generate and document the required program data for the Facility Types listed in the Scope of Services using the HydroCorp Software Data Management Program. Program Data shall remain property of the Utility; however, the HydroCorp Software Data Management program shall remain the property of HydroCorp and can be purchased for an additional fee. Data services will include:

- Prioritize and schedule inspections
- Notify users of inspections, backflow device installation and testing requirements if applicable
- Monitor inspection compliance using the HydroCorp online software management program.
- Maintain program to comply with all MDEQ regulations

**2.5 MANAGEMENT REPORTS.** HydroCorp will submit comprehensive management reports in electronic, downloadable format on a quarterly & annual basis to the Utility. Reports to include the following information:

- Name, location and date of inspections
- Number of facilities inspected/surveyed
- Number of facilities compliant/non-compliant

**2.6 REVIEW OF CROSS-CONNECTION CONTROL ORDINANCE.** HydroCorp will review or assist in the development of a cross-connection control ordinance. Items for review include: Code adoption references, standard operational procedures, program notice documentation, reporting procedures and preference standards and penalties for non-compliance.



- 2.7 VACUUM BREAKERS.** HydroCorp will provide up to six (6) ASSE approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers per facility as required, in order to place a facility into immediate compliance at the time of inspection if no other cross-connections are identified.
- 2.8 PUBLIC RELATIONS PROGRAM.** HydroCorp will assist the Utility with a community-wide public relations program including general awareness brochures and website cross connection control program content.
- 2.9 SUPPORT.** HydroCorp will provide ongoing support via phone, fax, text, website or email for the contract period.
- 2.10 FACILITY TYPES.** The facility types included in the program are as follows:
- Industrial
  - Institutional
  - Commercial
  - Miscellaneous Water users
  - Residential
  - Multifamily
- Complex Facilities.** Large industrial and high hazard complexes or facilities may require inspection/survey services outside the scope of this Agreement. An independent cross connection control survey (at the business owner's expense) may be required at these facilities and the results submitted to the Utility to help verify program compliance.
- 2.11 INSPECTION TERMS.** HydroCorp will perform a minimum of **210** total inspections over a **three-(3) year** contract period. The total inspections include all initial inspections, compliance and re-inspections.
- 2.12 COMPLIANCE WITH DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ).** HydroCorp will assist in compliance with DEQ and Michigan Plumbing Code cross connection control program requirements for all commercial, industrial, institutional, residential, multifamily and public authority facilities.
- 2.13 POLICY MANUAL.** HydroCorp will review and/or develop a comprehensive cross connection control policy manual/plan and submit to the appropriate regulatory agency for approval on behalf of the Utility.
- 2.14 INVENTORY.** HydroCorp shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model and serial number if applicable.
- 2.15 DATA MANAGEMENT.** HydroCorp shall provide data management and program notices for all inspection services throughout the contract period.
- 2.16 ANNUAL YEAR END REVIEW.** HydroCorp will conduct an on-site annual year-end review meeting to discuss overall program status and specific program recommendations.
- 2.17 CROSS CONNECTION CONTROL BROCHURES.** HydroCorp will provide approximately **300** cross-connection control educational brochures for the duration of the Agreement.
- 2.18 INSURANCE.** HydroCorp will provide all required copies of general liability, workers compensation and errors and omissions insurance naming the Utility as an additional insured if required.



### ARTICLE III. Responsibilities of the Utility

- 3.1 UTILITY'S REPRESENTATIVE.** On or before the date services are to commence under this Agreement, the Utility shall designate an authorized representative ("Authorized Representative") to administer this Agreement.
- 3.2 COMPLIANCE WITH LAWS.** The Utility, with the technical and professional assistance of HydroCorp, shall comply with all applicable local, state, and federal laws, codes, ordinances, and regulations as they pertain to the water inspection and testing, and shall pay for any capital improvements needed to bring the water treatment and delivery system into compliance with the aforementioned laws.
- 3.3 NOTICE OF LITIGATION.** In the event that the Utility or HydroCorp has or receives notice of or undertakes the prosecution of any actions, claims, suits, administrative or undertakes the prosecution of any actions, claims, suits, administrative or arbitration proceedings, or investigations in connection with this Agreement, the party receiving such notice or undertaking of such prosecution shall give the other party timely notice of such proceedings and will inform the other party in advance of all hearings regarding such proceedings.
- 3.4 FACILITY LISTING.** The Utility must provide HydroCorp a complete list of facilities to be inspected, including facility name, type of service connection, address, contact person, and phone number, (if available). *Electronic file format such as Microsoft Excel, etc. is required. An additional one-time fee to manually enter facility listing will be charged at the rate of \$80.00 per hour. Incorrect facility addresses will be returned to the Utility contact and corrected address will be requested.*
- 3.5 LETTERHEAD/LOGO.** The Utility will provide HydroCorp with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only. (300 dpi in either .eps, or other high quality image format for printing.)

### ARTICLE IV. Term, Compensation and Changes in Scope of Services

- 4.1 TERM AND TERMINATION TERM.** Services by HydroCorp under this Agreement shall commence on (Date) and end three (3) year from such date, unless this Agreement is renewed or terminated as provided herein. The terms of this Agreement shall be valid only upon the execution of this Agreement within ninety (90) days of its receipt. Failure to execute this Agreement within the ninety (90) day period shall deem the proposed terms void.
- 4.2 RENEWAL.** Upon the expiration of this Agreement the utility will have the option to renew this agreement for two (2) consecutive one (1) year period. Increases in fees for each additional term will be based on the consumer price index, but no more than 3% annually.
- 4.3 TERMINATION.** The Utility or HydroCorp may terminate this Agreement at any time and on any date in the initial and renewal terms of this Agreement, with or without any cause, by giving written notice of such intent to terminate to the other party at least thirty (30) days prior to the effective date of termination. Notice of the intent to terminate shall be given in writing by personal service, by an authorized agent, or by certified mail, return receipt requested. The Utility shall pay the balance of any outstanding accounts for work performed by HydroCorp.
- 4.4 BASE COMPENSATION.** From the Beginning thirty (30) days after execution of this Agreement, the Utility shall pay HydroCorp as compensation ("Base Compensation") for labor, equipment, material, supplies, and utilities provided and the services performed pursuant to this Agreement, the sum of \$1,800.00 per quarter, \$7,200.00 annually for a three (3) year contract period totaling \$7,200.00 subject to section 4.3.





- 4.5 PAYMENT OF INVOICES.** Upon presentation of invoices by HydroCorp, all payments including base and other compensation shall be due and payable on the first day of each month (due date) after the month for which services have been rendered. All such payments shall be made no later than thirty (30) days after the due date. Failure to pay shall be deemed a default under this Agreement. For any payment to HydroCorp which is not made within thirty (30) calendar days after the due date, HydroCorp, shall receive interest at one and one-half (1½) percent per month on the unpaid balance.
- 4.6 CHANGES IN SCOPE OF SERVICES.** In the event that the Utility requests and HydroCorp consents to perform additional work or services involving the consulting, management, operation, maintenance, and repair of the Utility's water delivery system where such services or work exceeds or changes the Scope of Services contemplated under this Agreement, HydroCorp shall be provided additional compensation. Within thirty (30) calendar days from the date of notice of such additional work or services, the parties shall mutually agree upon an equitable sum for additional compensation. This amount shall be added to the monthly sum effective at the time of change in scope. Changes in the Scope of Service include, but are not limited to, requests for additional service by the Utility or additional costs incurred in meeting new or changed government regulations or reporting requirements.
- 4.7 CLIENT CONFIDENTIALITY.** Disclosure of all communications between HydroCorp and the Utility regarding business practices and other methods and forms of doing business is subject to the provisions of Michigan Public Records Law. HydroCorp agrees to make available for inspection and copying all records in its possession created, produced, collected or otherwise related to this Agreement to the same extent as if the records were maintained by the Utility. HydroCorp expressly acknowledges and agrees that its obligations concerning Public Records Law and compliance under this Agreement should not be limited by copyright, license, privacy and/or confidentiality except as authorized under the Public Records Law.
- 4.8 ACCESSIBILITY.** Backflow prevention device information will be completed in full only when the identifying information (i.e. data plate, brass tag, etc.) is accessible and visible from ground level or from a fixed platform/mezzanine.
- 4.9 CONFINED SPACES.** – HydroCorp personnel will not enter confined spaces.

#### ARTICLE V. Risk Management and General Provisions

- 5.1 INFORMATION.** Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete to the best of their knowledge, yet due to the inaccessible nature of water piping or lack of access provided by property owner/water user, complete accurate data is not always available. Cross-connection control inspection and results are documented as of a specific date. The property owner and/or water user may make modifications to the potable water system after the inspection date that may impact compliance with the program.
- 5.2 INDEMNIFICATION.** HydroCorp agrees to and shall hold the Utility, its elected and appointed officers, and employees harmless from any liability for claims or damages for personal injury or property damage which is caused by or arises from the sole negligence of HydroCorp in the performance of its services under this Agreement. The Utility agrees to and shall hold HydroCorp, its officers, and employees harmless from any liability for claims or damages for personal injury or property damage which is caused by, or arises from, the sole negligence of the Utility. In the event that both HydroCorp and the Utility are found by a fact finder to be negligent and the negligence of both is a proximate cause of such claim for damage, then in such event each party shall be responsible for the portion of the liability equal to its comparative share of the total negligence. HydroCorp's liability to the Utility for any loss, damage, claim, or expense of any kind or nature caused directly or indirectly by the performance or non-performance of



obligations pursuant to this Agreement shall be limited to general money damages in an amount not exceed or within the limits of the insurance coverage provided hereunder. HydroCorp shall in no event be liable for indirect or consequential damages, including but not limited to, loss of profits, loss of revenue, or loss of facilities, based upon contract, negligence, or any other cause of action.

**5.3 HYDROCORP INSURANCE.** HydroCorp currently maintains the following insurance coverage's and limits:

	Occurrence	Aggregate
Comprehensive General Liability	\$1 Million	\$2 Million
Excess Umbrella Liability	\$5 Million	\$5 Million
Automobile Liability (Combined Single Limit)	\$1 Million	
Worker's Compensation/ Employer's Liability	\$1 Million	
Errors and Omissions	\$2 Million	\$2 Million

Within thirty (30) calendar days of the start of the project, HydroCorp shall furnish the Utility with satisfactory proof of such insurance, and each policy will require a 30-day notice of cancellation to be given to the Utility while this Agreement is in effect. The Utility shall be named as an additional insured according to its interest under the general liability policy during the term of this Agreement.

**5.4 UTILITY INSURANCE.** The Utility will maintain liability insurance on an all risk basis and including extended coverage for matters set forth in this Agreement. The Utility and HydroCorp agree that with respect to insurance coverage carried by either party in connection with the Facilities, such insurance will provide for the waiver by the insurance carrier of any subrogation rights against the Utility or against HydroCorp as the case may be.

**5.5 RELATIONSHIP.** The relationship of HydroCorp to the Utility is that of independent contractor and not one of employment. None of the employees or agents of HydroCorp shall be considered employees of the Utility. For the purposes of all state, local, and federal laws and regulations, the Utility shall exercise primary management, and operational and financial decision-making authority.

**5.6 ENTIRE AGREEMENT AMENDMENTS.** This Agreement contains the entire Agreement between the Utility and HydroCorp, and supersedes all prior or contemporaneous communications, representations, understandings, or agreements. This Agreement may be modified only by a written amendment signed by both parties.

**5.7 HEADINGS, ATTACHMENTS, AND EXHIBITS.** The heading contained in this Agreement is for reference only and shall not in any way affect the meaning or interpretation of this Agreement. The Attachments and Exhibits to this Agreement shall be construed as integral parts of this Agreement.

**5.8 WAIVER.** The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.

**5.9 ASSIGNMENT.** This Agreement shall not be assigned by either party without the prior written consent of the other unless such assignment shall be to the affiliate or successor of either party.

**5.10 FORCE MAJEURE.** A party's performance under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of actions due to causes beyond its reasonable control such as, but not limited to, Acts of God, the acts of civil or military authority, loss of potable water sources, water system contamination, floods, quarantine restrictions, riot, strikes, commercial impossibility, fires, explosions, bombing, and all such interruptions of business, casualties, events, or circumstances reasonably beyond the control of the party obligated to perform, whether such other causes are related or unrelated, similar or dissimilar, to any of the foregoing. In the event of any such force majeure, the



party unable to perform shall promptly notify the other party of the existence of such force majeure and shall be required to resume performance of its obligations under this Agreement upon the termination of the aforementioned force majeure.

- 5.11 AUTHORITY TO CONTRACT.** Each party warrants and represents that it has authority to enter into this Agreement and to perform the obligations, including any payment obligations, under this Agreement.
- 5.12 GOVERNING LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, regardless of the fact that any of the parties hereto may be or may become a resident of a different state or jurisdiction. Any suit or action arising shall be filed in a court of competent jurisdiction within the State of Michigan, venue by the presiding County. The parties hereby consent to the personal jurisdiction of said court within the State of Michigan.
- 5.13 COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.
- 5.14 NOTICES.** All notices, requests, demands, payments and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by nationally recognized overnight carrier, or mailed by certified mail, postage prepaid, return receipt requested, as follows:

If to HydroCorp:

HydroCorp  
c/o John Hudak  
5700 Crooks Road, Ste. 100  
Troy, MI 48337  
(248) 250-5005

If to Utility:

Jon Kangas  
DPW Director/City Engineer  
City of Ishpeming  
100 E. Division Street  
Ishpeming, MI 49849

- 5.15 SEVERABILITY.** Should any part of this Agreement for any reason, be declared invalid or void, such declaration will not affect the remaining portion, which will remain in full force and effect as if the Agreement has been executed with the invalid portion eliminated.

#### SIGNATURES

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written.

**City of Ishpeming**

By:  
Title:

**HydroCorp**

By: John Hudak  
Its: President



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5700 Crooks Road, Ste. 100  
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(248) 250-5005

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Jon Kangas  
DPW Director/City Engineer  
City of Ishpeming  
100 E. Division Street  
Ishpeming, MI 49849

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#### SIGNATURES

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written.

City of Ishpeming

  
By: Jon Kangas, P.E.  
Title: DPW Director / City Engineer

HydroCorp

  
By: John Hudak  
Its: President







## Qualifications/Experience

HydroCorp™ is a professional service organization that specializes in Cross Connection Control Programs. Cross Connection Control Program Management & Training is the main core and focus of our business. We are committed to providing water utilities and local communities with a cost effective and professionally managed cross connection control program in order to assist in protecting the public water supply.

- HydroCorp conducts over 30,000 Cross Connection Control Inspections **annually**.
- HydroCorp tracks and manages over 35,000+ backflow prevention assemblies for our Municipal client base.
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to the technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, and USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), American Society for Sanitary Engineering (ASSE). HydroCorp recognizes the importance of Professional Development and Learning. We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- We have a trained administrative staff to handle client needs, water user questions and answer telephone calls in a professional, timely and courtesy manner. Our administrative staff can answer most technical calls related to the cross connection control program and have attended basic cross connection control training classes.
- HydroCorp currently serves over 200 communities in Michigan, Wisconsin, Maryland, Delaware, Virginia & Florida. We still have our first customer!
- HydroCorp and its' staff are active members in many water industry associations including: National Rural Water Association, State Rural Water Associations, National AWWA, State AWWA Groups, HydroCorp is committed to assisting these organizations by providing training classes, seminars and assistance in the area of Cross Connection Control.
- Several Fortune 500 companies have relied on HydroCorp to provide Cross Connection Control Surveys, Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.



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January 29, 2020

Dan Perkins Construction Inc  
PO Box 573  
Ishpeming MI 49849

Project: Ishpeming DPW Main Shop area

Size: 8600 sq/ft

Scope of Work: Provide and Install as follows:

1. Install ¾" plywood over existing fiberglass panel skylights.
2. Install wood blocking around the entire perimeter of roof area.
3. Apply ¾" Plywood over all skylight panels.
4. Install (1) layer of 1.5" polyisocyanurate (ISO) insulation over the entire roof area. ISO will be mechanically fastened to the existing roof panels.
5. Install a 50 mil, prefabricated, Duro-Last Roof System to the entire roof area. The Duro Last membrane will be mechanically fastened per Duro Last engineering requirements to meet required wind up.
6. Flash and seal all roof penetrations using custom made flashings per manufacture's requirements.
7. Install Duro Last Two Way breather vents per manufacture's requirements.
8. Install Two Piece Compression Fascia system to the rake edge of the roof area.
9. Install a metal drip edge to eave edge of the roof area.
10. Provide complete clean up and removal of all job related debris.
11. Provide a 20 year No Dollar Limit manufacturers warranty covering a 100% material and 100% labor.
12. Upon completion a Tech Rep from Duro Last will perform a complete inspection to insure compliance of specification requirements.

Bid Price: \$52,500

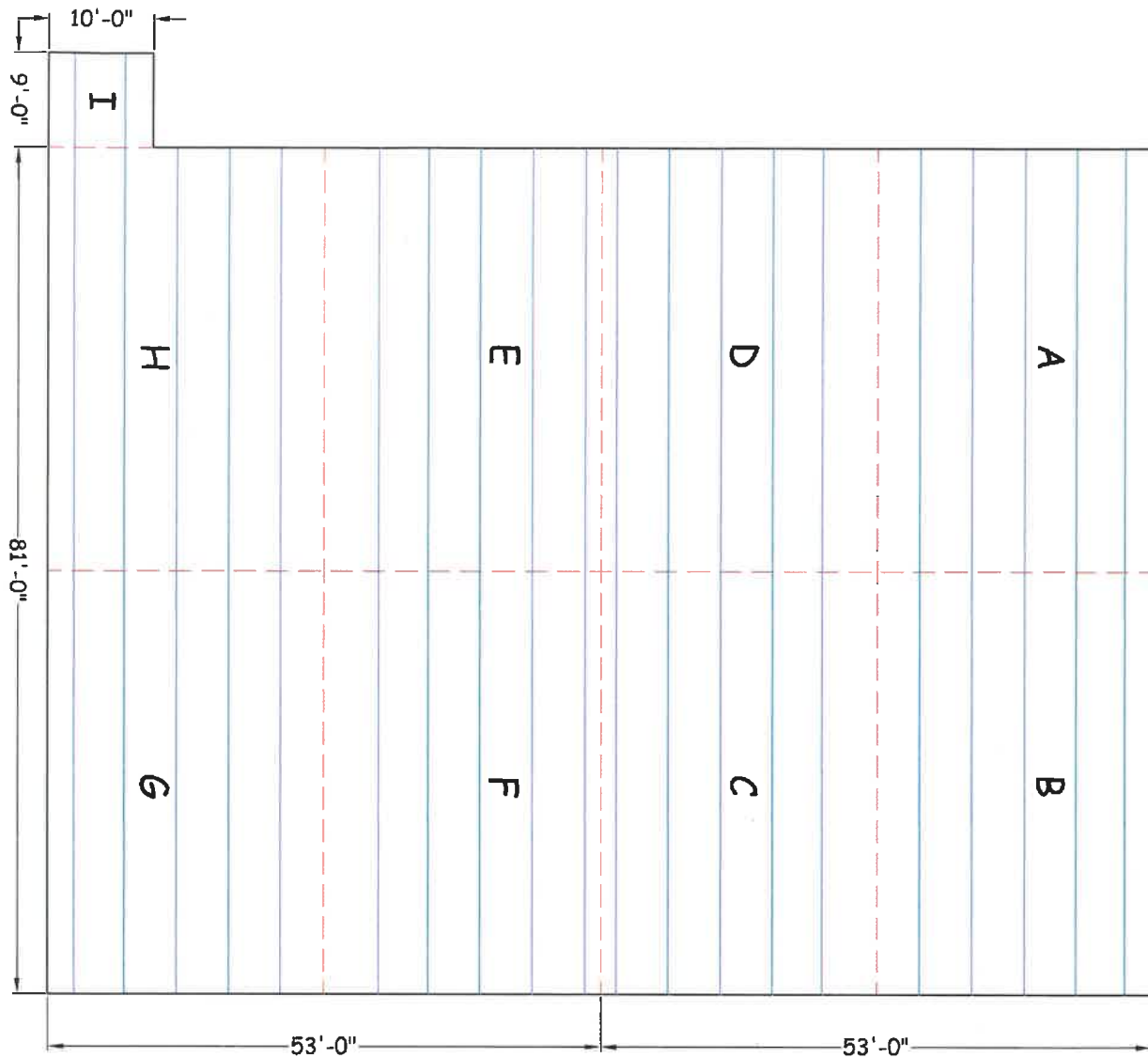
Alternates:

1. Install (2) layers of 1.5" ISO in lieu (1) layer of 1.5" ISO – Add .....\$11,250







Please call id you have any questions or to schedule the installation.

Sincerely,

Dan Perkins  
President



For Bid Only! Pull test is required.  
All items must be verified prior to  
ordering!

<b>Legend</b>	<b>Drawn By:</b> G.Seafert	<b>Ishpeming DPW Garage</b>			 <b>DURO-LAST.</b> THE WORLD'S BEST ROOF.  525 E Morley Drive Saginaw, MI 48601 Fax: 989-758-6359 Phone: 800-248-0280 <a href="mailto:engineering@duro-last.com">engineering@duro-last.com</a>  <b>Project #:134403</b>
<b>Factory</b> 	<b>Date:</b> 1-14-2020	<b>Ishpeming, MI</b>			
<b>Field</b> 	<b>Scale:</b> N.T.S.	<b>DL Trevor Wagestor</b>			
<b>Curb</b> 	<b>Duro-Last Roofing, Inc. is the supplier of the materials only. The proposed layout is based upon the information provided by the contractor and/or independent sales rep. Verification of local building codes, dimensions and quantities are the sole responsibility of the architect, installing contractor, independent sales rep, or owners representative prior to ordering</b>	<b>Date</b>	<b>Revision</b>	<b>By</b>	
<b>Stack</b> 		00/00/00	-	-	
<b>Walkpad</b> 		00/00/00	-	-	
		00/00/00	-	-	

## DPW Director

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**From:** Dan Perkins <danperkinsroof@gmail.com>  
**Sent:** Friday, January 31, 2020 8:18 AM  
**To:** DPW Director; trevor wagester  
**Subject:** DPW Garage Bid  
**Attachments:** Ishpeming DPW proposal.docx; 134403 - Ishpeming DPW 8.pdf

Carl,

I will contact you regarding a meeting on Thursday with Trevor Wagaster of Duralast so we can answer questions and provide samples and info regarding the product quoted.

Thanks, Dan

--

**Daniel W Perkins**

President

Dan Perkins Construction, Inc.

P.O. Box 573

Ishpeming, MI 49849

ph: 906-485-2045

cell: 906-361-6628

email: [dan@danperkinsroof.com](mailto:dan@danperkinsroof.com)

web: [www.danperkinsroof.com](http://www.danperkinsroof.com)





RESOLUTION #1-2020, Resolution in Support of the Reinstatement of State Historic Tax Credits SB54/HB4100  
A motion was made by Councilmember Scanlon, supported by Councilmember Skauge and carried unanimously to approve Resolution #1-2020, in support of the reinstatement of State Historic Tax Credits SB54 and HB 4100 and forward the resolution to Michigan Historic Preservation Network.

#### MICHIGAN REGULATION AND TAXATION OF MARIHUANA ACT REGULATIONS

A motion was made by Councilmember Skauge and supported by Councilmember Scanlon to table this item until the February agenda. Ayes: Councilmember Bean, Scanlon, and Skauge (3). Nays: Mayor Tonkin (1). Motion passed.

#### OLD BUSINESS

a. Jasperlite Senior Housing 2019 Expenditures as required per Ordinance #11-2300 – Interim City Manager Snowaert advised this was basically and informational item. The information provided was required under Ordinance #11-2300.

Councilmember Scanlon questioned why the City had not applied for and/or received 2% Tribal Gaming Funds. Attorney Hoff explained the 2% gaming funds rules and regulations. The Police Department received a grant from the funds in the amount of \$9,000 for AED's and the Fire Department received \$1,000.

#### NEW BUSINESS

Confirm payment to the Commission on Aging \$9,000 for 2020 – Finance Director Lampman explained MCL 400.571.577 577 stated that while payments for services to older person is a valid public purpose for municipal expenditures, appropriations to a private organization must be specified and the terms of the appropriation must be published in a newspaper of general circulation within 10 days following approval by the governing body.

A motion was made by Councilmember Scanlon, supported by Councilmember Bean, and carried unanimously to move forward with the \$9,000 appropriation to the Greater Ishpeming Commission on Aging and direct staff to prepare the necessary documents.

Interim City Manager Snowaert advised a member of the Planning Commission recently resigned so there was one vacancy. Clerk Cathy Smith advised John Carlson expressed an interest in being appointed to the Planning Commission.

A motion was made by Councilmember Skauge, supported by Councilmember Scanlon and carried unanimously to appoint John Carlson to fill the vacancy on the Planning Commission with the term expiring November 2022.

Councilmember Bean felt the City Attorney should be included in the 3% wage increase and made motion to include the City Attorney in the raise. The motion died for lack of support.

There was some discussion related to the City Attorney Employment Agreement.

A motion was made by Councilmember Skauge and supported by Councilmember Scanlon to appoint two Councilmembers to review the City Attorney Employment Agreement. Ayes: Mayor Tonkin, Councilmembers Bean and Skauge (3). Nays: Councilmember Scanlon (1). Motion passed

Mayor Tonkin appointed Councilmember Bean and Skauge to the Committee.

Councilmember Scanlon resigned from the City Attorney Liaison Committee.

Councilmember Bean discussed the importance of safety in the workplace and would like to have department heads promote safety awareness among staff.

#### MAYOR AND COUNCIL REPORTS

Councilmember Bean attended the meeting regarding the Master Plan update that was held at the Carnegie Library which was very well attended; attended the Fatish Bike Race at Al Quaal which was a wonderful event.