

ISHPEMING CITY COUNCIL REGULAR MEETING
Wednesday, May 6, 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 (March 4th and March 14th)
 - b. Approval of Disbursements (March and April)
 - c. Special Event Application and Parade Permit: St. Rocco/St. Anthony Italian Fest: July 25, 2020
 - d. Special Event Application: Gus Macker Tournament: Cancel 2020 Reschedule 2021
 - e. Special Event for Historical Society - Main Street Tours Extend tours through September 2020
 - f. Reappoint David Morton, Edmund Holmgren, Claudia Demarest, and Angelo Bosio to three-year terms on the Parks and Recreation Commission
 - g. Reappoint Darren Boldt to a five-year term on the Cemetery Board
 - h. Appoint Eric Laksonen to fill vacancy and to the four-year term on the DDA expiring 2024
 - i. Declare Library books and miscellaneous furnishings as surplus
8. Monthly Financial Statement Report (No Financials Due to BS&A Conversion)
 - a. Update on BS&A Conversion
9. Resolution #5-2020, Accept Application for NEZ Certificate: 1015 River Ridge Drive
10. Bid Award Recommendation for Rural Development Water Metering Equipment
11. GEI, Inc. Agreement for funding application package to the USDA for Sanitary Sewer System Improvements Project
12. Rural Development Water Improvement Project
 - a. Pay Application #22 – Contract II
 - b. Rural Development Draw #23
 - c. Change Order #17 – Contract II
13. Update on Small Park along Hematite Drive
14. Ishpeming Senior Center MEDC Funding Update
 - a. Re-authorize staff to attend meeting scheduled for Tuesday, May 19th in Lansing
15. MERS Defined Contribution Plan Adoption Agreement
16. Resolution #6-2020, Resolution Adopting the MERS Defined Contribution Plan
17. Adopt City of Ishpeming Manager's Coin of Excellence
18. Update on City Attorney Services
19. Citizen Planner Training for Planning Commission Members
20. Old Business
21. New Business
 - a. Reminder to Residents to participate in the 2020 Census
22. Mayor and Council Reports
23. Manager's Report
24. Attorney's Report (No Report)
25. Adjournment

Craig H. Cugini, City Manager

7C

Policy #406

CITY OF ISHPEMING

SPECIAL EVENT APPLICATION

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

Organization's Name St. Rocco / St. Anthony Phone 486-4919

Organization Address 801 N. Maple St. Ishpeming

Organization's Agent Jim Bertucci Phone 486-4919

Agent's Title President

Agent's Address Same

Event Name Italian Fest

Event purpose Community Picnic

Event Dates July 25, 2020

Event Times 12:00pm to 10:00pm

Event Location Al Quaal

1. Type of Event:

☐ City Operated Event ☐ Co-Sponsored Event

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

☐ Political or Ballot Issue Event

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

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

Normal Event Schedule Last Full weekend in July

Next year's Specific Dates: July 24, 2021

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

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

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

6. Other Requests: _____

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

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

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

6-14-19
Date

Jim Bertucci
Signature of Organization's Agent

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

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



PARADE PERMIT APPLICATION FORM

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

hereby make application to conduct a parade on (date) 7-26-20. It will begin at
9:45 am and end at 11:00 am.

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

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

South on Main to Johnson Street, East on Johnson Street to First, North on First Street to

Pearl Street, East on Pearl to Third Street, North on Third Street to Cleveland Avenue,

West on Cleveland Avenue to Pine Street, South on Pine Street to K/D Hall.

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

I wish to have the following intersections blocked: None

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

Equestrian (horse) units: None

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

We understand that the parade route, parking restrictions, and street intersections to be blocked are subject to review and approval by officials of the City. It is also understood that the assignment of City personnel will be subject to review by the proper City officials.

I, hereby, assume full responsibility for the conduct of this parade.

Signature of Applicant: Jim Bertucci

APPROVED BY:

Chief of Police: _____

City Clerk: _____

7d

Policy #406

CITY OF ISHPEMING

SPECIAL EVENT APPLICATION

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

Organization's Name 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 Gus 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 25, 26, 27, 2021

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

Cancelled for
2020
Rescheduled for
2021

7/21/2015



Ishpeming Carnegie Public Library

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

MEMO

TO: City Manager & City Council
FROM: Jesse Shirtz, Library Director
DATE: 29 April 2020
RE: Executive Summary: Items to be declared surplus

General: All items weeded/deselected from the library's collection are removed by librarians according to our Collection Development Policy. For weeding we use the CREW Method (continuous review evaluation weeding). Factors usually include, but are not limited to: circulation, publication date, and MUSTIE factors (Misleading/inaccurate, Ugly/condition, Superseded, Trivial, Irrelevant, and available Elsewhere). All discarded items are included in this list including those too damaged to place on bid and "orphan records" (records in our system linked to "lost" or "missing" items).

Specific: These 2,773 books are a mixture of adult fiction and juvenile fiction and nonfiction items. Two blue tables and two black drafting chairs are also being declared surplus as they are no longer needed and we do not have the room to store them. Weeding is a continuous process that is performed year-round, however we rarely have the opportunity to focus as intently as we have during the closure for COVID-19. There will be more items to be declared surplus in future months as the process continues. An itemized list is attached.

Thank you,

Jesse Shirtz

7(i)



Ishpeming Carnegie Public Library

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

MEMO

TO: City Manager & City Council
FROM: Jesse Shirtz, Library Director
DATE: 29 April 2020
RE: Items to be declared surplus

The Library has 2,773 books and 4 items to be declared surplus property as part of our focused deselection project during our closure for COVID-19. An itemized list is attached.

Thank you,

Jesse Shirtz

RESOLUTION NO. 5-2020

RESOLUTION ACKNOWLEDGING RECEIPT OF APPLICATION
FOR NEIGHBORHOOD ENTERPRISE ZONE CERTIFICATE

Whereas, the City of Ishpeming established the Ishpeming River Ridge Development Neighborhood Enterprise Zone No. 3 on June 4, 2008; and

Whereas, the City of Ishpeming received an application from Cody Harju for the construction of a new home located at 1015 River Ridge Drive, Ishpeming, Michigan 49849; and

Now, Therefore, Be It Resolved that the City of Ishpeming acknowledges receipt of the Application for Neighborhood Enterprise Zone Certificate filed by the above-mentioned property owner and finds that it is in compliance with the requirements of Public Act 147 of 1992.

Be It Further Resolved, the City of Ishpeming finds that the application meets the requirements necessary for approval of a Neighborhood Enterprise Zone Certificate for a period of 15 years.

Councilmember _____ moved and Councilmember _____ seconded adoption of the above resolution.

Ayes:

Nays:

Absent:

Cathy Smith
City Clerk

Adopted: May 6, 2020

**RESOLUTION CREATING THE RIVER RIDGE DEVELOPMENT
NEIGHBORHOOD ENTERPRISE ZONE NO. 3**

Councilman Angelo Bosio offered and moved adoption of the following resolution:

WHEREAS, Public Act 147 of 1992, as amended, was created to enable cities in Michigan to encourage new residential construction and the rehabilitation of certain existing structures; and

WHEREAS, creation of this Neighborhood Enterprise Zone is determined to be consistent with the Master Plan adopted by the City of Ishpeming; and

WHEREAS, the City of Ishpeming has adopted a statement of its goals, objectives and policies relative to the maintenance, preservation, improvement and development of housing for all persons regardless of income level, living within this neighborhood enterprise zone; and

WHEREAS, the City hereby requires that housing units granted certificates of tax abatement as part of this Neighborhood Enterprise Zone shall be inspected to ensure compliance with construction and safety codes before a sale of said property may be finalized; and

WHEREAS, proper notification of all parties pursuant to P.A. 147 of 1992, as amended, has occurred; and

WHEREAS, creation of this zone will not cause the total accumulated acreage of all Neighborhood Enterprise Zones located within the City to exceed statutory limitations of P.A. 147 of 1992, as amended; and

WHEREAS, the City wishes to encourage the construction of new homes and the rehabilitation of certain existing residential housing structures within this neighborhood enterprise zone.

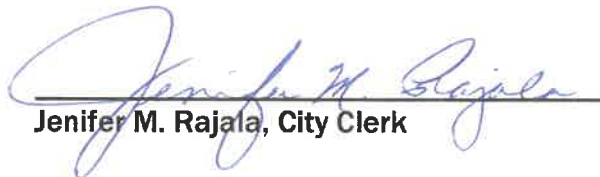
NOW, THEREFORE, BE IT RESOLVED that property encompassing 98.5 acres, henceforth to be known as City of Ishpeming River Ridge Development Neighborhood Enterprise Zone No. 3, is created pursuant to Michigan Public Act 147 of 1992, as amended, and that the zone includes those properties located within the boundaries indicated on the attached map.

BE IT FURTHER RESOLVED that this Neighborhood Enterprise Zone shall only apply to a "new facility" and to a "rehabilitated facility" as those terms are defined in Section 2 of Public Act 147 of 1992, as amended, and that only a "new facility" or a "rehabilitated facility" as so defined and located within this Neighborhood Enterprise Zone shall be entitled to the tax abatement provisions and benefits set forth in Public Act 147 of 1992, as amended.

Motion seconded by Councilwoman Patricia Bureau.

Ayes: Five (5). Nays: None (0). Absent: None (0).

Adopted on the 4th day of June, 2008.


Jenifer M. Rajala, City Clerk

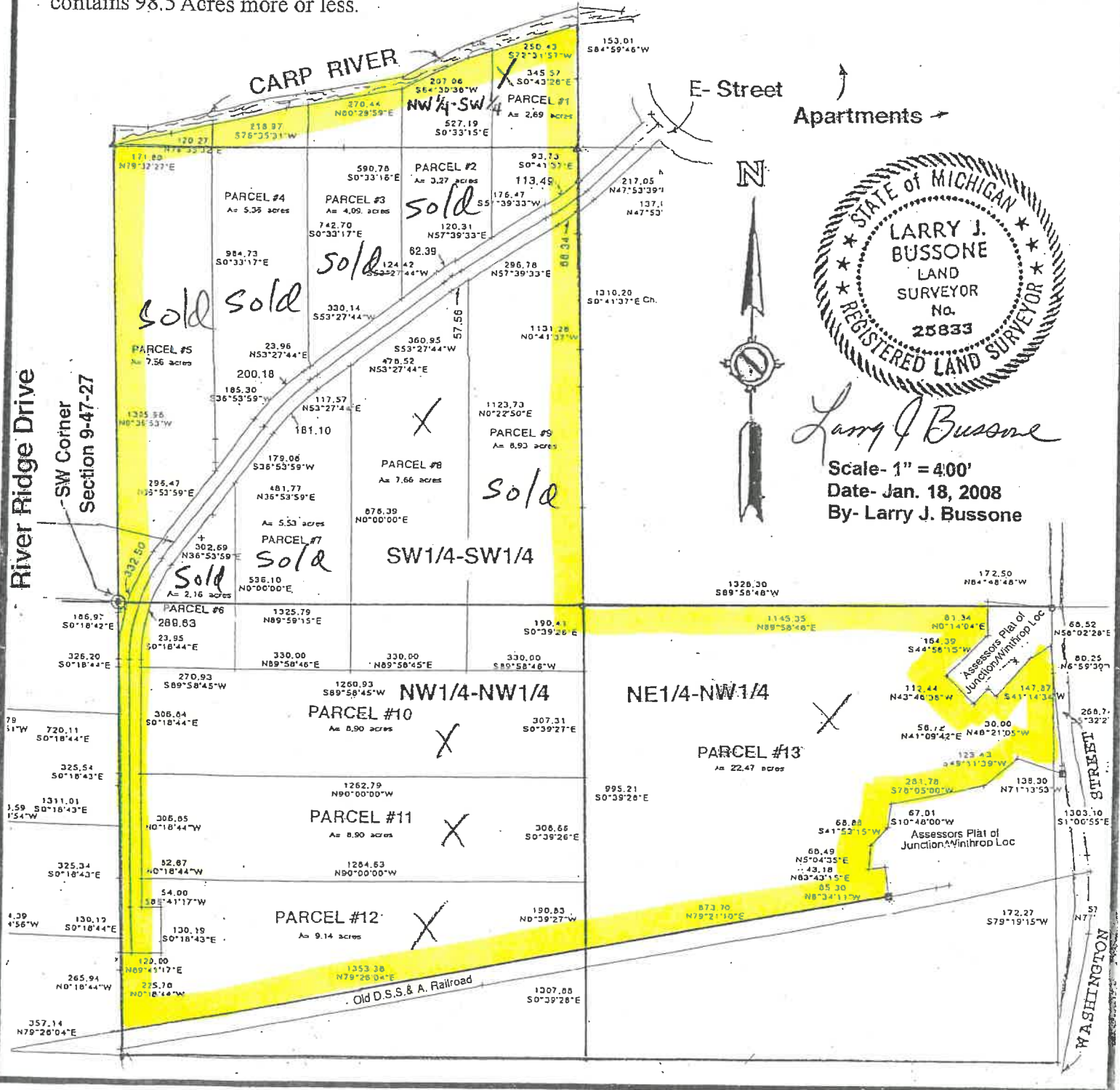
SURVEY SKETCH

PREPARED FOR: River Ridge Development Co.
Parcels in the City of Ishpeming Located in
Sections Nine (9), & Sixteen (16) of T.47 N., R.27 W.

Legal Description:

A parcel of land located in Sections Nine (9) and Sixteen (16) of T.47 N., R.27 W. in the City of Ishpeming, Marquette County, Michigan more particularly described as follows:

The West One-half of the Southwest Quarter (W1/2-SW1/4) of said section 9, lying South of the Carp River, and the North One-half of the Northwest Quarter (N1/2-NW1/4) of said section 16, lying North of the old D.S.S. & A. Railroad, and excepting the Assessors Plat of Junction/Winthrop Location. Said parcel contains 98.5 Acres more or less.



NEZ 3 VALUES

Tax_Id.....	Street_No	Street Name.....	Assessment
52-51-709-011-00	\		32,000
52-51-709-011-20	1010	RIVER RIDGE DR	132,600
52-51-709-011-30	1020	RIVER RIDGE DR	116,300
52-51-709-011-40	1030	RIVER RIDGE DR	112,650
52-51-709-011-50	1040	RIVER RIDGE DR	19,000
52-51-709-011-60	1035	RIVER RIDGE DR	81,200
52-51-709-011-70	1025	RIVER RIDGE DR	87,800
52-51-709-011-90	1005	RIVER RIDGE DR	103,050
52-51-716-005-20	\		12,500
52-51-716-006-10	\		16,800
***			713,900

10 Rows Processed



Consulting
Engineers and
Scientists

April 29, 2020
Project No. 1508090

Mr. Craig Cugini, City Manager
City of Ishpeming
100 E Division Street
Ishpeming, MI 49849

**RE: City of Ishpeming – RD Water System Improvements
Bid Award Recommendations – Metering Equipment**

Dear Mr. Cugini:

As part of the water system improvements project, the City identified within their original Preliminary Engineering Report the supply of radio read capable meters and the associated systems required as a need for the City. The City elected, rather than completion of another street, to use the remaining funds toward that goal. To that end, GEI solicited quotes, per City and federal requirements, from three separate entities capable of the supply of the meters and radio read equipment.

A summary of the bids received is included below.

Meter Supply and Radio Read	
Bidder	Total Base Bid
Core and Main	\$155,804.00
Lindberg and Sons	\$220,308.00
Sensus	\$231,792.63

Each of the bidders indicated that they could meet the delivery and installation schedules outlined in the bid form. In this case, because it is single source equipment, we believe that the main difference between the contracts is the cost of securing the equipment. As the licensed supplier for the area, Core and Main most likely obtains the equipment from Sensus at a reduced cost than Sensus will give to the City, or to the other contractor. It is in Sensus's interests not to undercut their supplier, so they apparently went well above. The contractor (Lindberg and Sons) had to add their markup from the cost they received.

Core and Main provided the lowest quote for the products and met the specified product description. Core and Main verified that they will be able to provide a Performance Bond for fulfillment of the installation of the radio read system. In regard to overall costs, the price received from Core and Main was in line with costs that we had been using for budgeting purposes since the inception of the project.

Based on our review of the quotes, GEI recommends the selection of Core and Main for supply of the water meters and supply / installation of radio read system, and award of the procurement and installation contract for a price of \$155,804.00. The City is also encouraged to include Bid Alternate M-0104 "Furnish and Deliver SENSUS Smart Meters" and additional meters/radio read units (until all grant money is used) per direction of DPW Director and City Manager. The smart meters can be used in strategic areas of the system to further help the City and maintenance / billing of the water system.

If you have any question or comments, please contact me at (517) 803-4603.

Sincerely,

GEI CONSULTANTS OF MICHIGAN, P.C.



Mark F Stoor, P.E.
Senior Project Manager



Brian S Fabbri, E.I.T.
Project Engineer

MFS:plw

Enclosures: As noted

cc: Brenda Stevenson, Rural Development
File 1508090

CITY OF ISHPEMING
RD WATER SYSTEM IMPROVEMENTS PROJECT - METERING EQUIPMENT
BID DUE DATE: JANUARY 7, 2020 AT 1:00 P.M. LOCAL TIME; ISHPEMING CITY HALL
GEI #1508090

BASE BID FORM:

Item No.	Item Description	Quantity	Unit	Unit Price	Extension
M-0100	Furnish and Deliver SENSUS Water Meters	250	EACH	\$ 125.00	\$31,250.00
M-0101	Furnish and Deliver SENSUS Radio Read Units	250	EACH	\$ 125.00	\$31,250.00
M-0102	Furnish and Deliver SENSUS Handheld Radio Read System	1	LSUM	\$ 8150.00	\$8150.00
M-0103	Furnish, Deliver, and Install SENSUS Fixed Radio Read System	1	LSUM	\$ 85,154.00	\$85,154.00

TOTAL BASE BID ==> \$ 155,804.00

BID ALTERNATES:

Item No.	Item Description	Quantity	Unit	Unit Price	Extension
M-0104	Furnish and Deliver SENSUS Smart Meters	10	EACH	\$ 400.00	\$4,000.00
M-0105	Furnish, Deliver, and Install SENSUS Mobile Radio Read System	1	LSUM	\$ 23,000.00	\$23,000.00

***Project is to be awarded based on the lowest reasonable and responsible Total Base Bid.**

Project Description

Project includes the furnishing and delivering of Sensus Meters, Sensus Radio Read Units, and Sensus Handheld Radio Read Unit to the Ishpeming DPW located at 208 South Lake Street, Ishpeming, MI. Furnished meters and radio read units to be installed by others.

Bidder will be responsible for furnishing and installing all components necessary to provide the City of Ishpeming with a functioning Radio Read System based on project award of either the mobile radio read system or the fixed radio read system. A minimum one (1) day training will be provided to the City at no additional cost.

Project Specifications

Item M-0100 - Shall be SENSUS 5/8 iPERL

Item M-0101 - Shall be SENSUS 510M

Item M-0102 - Shall be SENSUS 6501-GB GPS with SENSUS Command Link

Item M-0103 - Shall be SENSUS M400 Basestation with Antenna, Installation, and Software with Support. Bid price shall include first year of service fees.

Item M-0104 - Shall be an SENSUS Ally Water Meter

Item M-0105 - Shall be SENSUS Flexnet VGB Vehicle Gateway Basestation with Laptop, Autovu GPS Mapping Software, and SENSUS Interface

Project Clause

This material procurement is to be completed by March 9, 2020 and installation of Radio Read System by July 1, 2020.

Project Notes

All bidding inquiries shall be directed to Brian Fabbri with GEI Consultants at 906-214-4155.

Core And Main

CONTRACTOR NAME (PRINTED)

SIGNATURE OF AUTHORIZED INDIVIDUAL

DATE

1-7-20

CITY OF ISHPERING
RD WATER SYSTEM IMPROVEMENTS PROJECT - METERING EQUIPMENT
BID DUE DATE: JANUARY 7, 2020 AT 1:00 P.M. LOCAL TIME; ISHPERING CITY HALL
GEI #1508090

BASE BID FORM:

Item No.	Item Description	Quantity	Unit	Unit Price	Extension
M-0100	Furnish and Deliver SENSUS Water Meters	250	EACH	\$ 164.79	\$ 41,197.50
M-0101	Furnish and Deliver SENSUS Radio Read Units	250	EACH	\$ 185.08	\$ 46,270.00
M-0102	Furnish and Deliver SENSUS Handheld Radio Read System	1	LSUM	\$ 26,468.13	\$ 26,468.13
M-0103	Furnish, Deliver, and Install SENSUS Fixed Radio Read System	1	LSUM	\$ 117,857.00	\$ 117,857.00

TOTAL BASE BID ==> \$ 231,792.63

BID ALTERNATES:

Item No.	Item Description	Quantity	Unit	Unit Price	Extension
M-0104	Furnish and Deliver SENSUS Smart Meters	10	EACH	\$ 500.00 (5/8 x 3/4)	\$ 5,000.00
M-0105	Furnish, Deliver, and Install SENSUS Mobile Radio Read System	1	LSUM	\$ 56,769.91	\$ 56,769.91

***Project is to be awarded based on the lowest reasonable and responsible Total Base Bid.**

Project Description

Project includes the furnishing and delivering of Sensus Meters, Sensus Radio Read Units, and Sensus Handheld Radio Read Unit to the Ishpeming DPW located at 208 South Lake Street, Ishpeming, MI. Furnished meters and radio read units to be installed by others.

Bidder will be responsible for furnishing and installing all components necessary to provide the City of Ishpeming with a functioning Radio Read System based on project award of either the mobile radio read system or the fixed radio read system. A minimum one (1) day training will be provided to the City at no additional cost.

Project Specifications

Item M-0100 - Shall be SENSUS 5/8 IPERL

Item M-0101 - Shall be SENSUS 510M

Item M-0102 - Shall be SENSUS 6501-GB GPS with SENSUS Command Link

Item M-0103 - Shall be SENSUS M400 Basestation with Antenna, Installation, and Software with Support. Bid price shall include first year of service fees.

Item M-0104 - Shall be an SENSUS Ally Water Meter

Item M-0105 - Shall be SENSUS Flexnet VGB Vehicle Gateway Basestation with Laptop, Autovu GPS Mapping Software, and SENSUS Interface

Project Clause

This material procurement is to be completed by March 9, 2020 and Installation of Radio Read System by July 1, 2020.

Project Notes

All bidding inquiries shall be directed to Brian Fabbri with GEI Consultants at 906-214-4155.

CHANCE CURTIS
SENSUS (A XYLEM BRAND)
CONTRACTOR NAME (PRINTED)

SIGNATURE OF AUTHORIZED INDIVIDUAL

01.07.2020

DATE

CITY OF ISHPEMING
RD WATER SYSTEM IMPROVEMENTS PROJECT - METERING EQUIPMENT
BID DUE DATE: JANUARY 7, 2020 AT 1:00 P.M. LOCAL TIME; ISHPEMING CITY HALL
GEI #1508090

BASE BID FORM:

Item No.	Item Description	Quantity	Unit	Unit Price	Extension
M-0100	Furnish and Deliver SENSUS Water Meters	250	EACH	\$ 175.65	\$ 43,912.50
M-0101	Furnish and Deliver SENSUS Radio Read Units	250	EACH	\$ 175.65	\$ 43,912.50
M-0102	Furnish and Deliver SENSUS Handheld Radio Read System	1	LSUM	\$ 10,965.00	\$ 10,965.00
M-0103	Furnish, Deliver, and Install SENSUS Fixed Radio Read System	1	LSUM	\$ 121,518.00	\$ 121,518.00

TOTAL BASE BID ==> \$ 220,308.00

BID ALTERNATES:

Item No.	Item Description	Quantity	Unit	Unit Price	Extension
M-0104	Furnish and Deliver SENSUS Smart Meters	10	EACH	\$ 550.25	\$ 5,502.50
M-0105	Furnish, Deliver, and Install SENSUS Mobile Radio Read System	1	LSUM	\$ 30,435.50	\$ 30,435.50

***Project is to be awarded based on the lowest reasonable and responsible Total Base Bid.**

Project Description

Project includes the furnishing and delivering of Sensus Meters, Sensus Radio Read Units, and Sensus Handheld Radio Read Unit to the Ishpeming DPW located at 208 South Lake Street, Ishpeming, MI. Furnished meters and radio read units to be installed by others.

Bidder will be responsible for furnishing and installing all components necessary to provide the City of Ishpeming with a functioning Radio Read System based on project award of either the mobile radio read system or the fixed radio read system. A minimum one (1) day training will be provided to the City at no additional cost.

Project Specifications

Item M-0100 - Shall be SENSUS 5/8 IPERL

Item M-0101 - Shall be SENSUS 510M

Item M-0102 - Shall be SENSUS 6501-GB GPS with SENSUS Command Link

Item M-0103 - Shall be SENSUS M400 Basestation with Antenna, Installation, and Software with Support. Bid price shall include first year of service fees.

Item M-0104 - Shall be an SENSUS Ally Water Meter

Item M-0105 - Shall be SENSUS Flexnet VGB Vehicle Gateway Basestation with Laptop, Autovu GPS Mapping Software, and SENSUS Interface

Project Clause

This material procurement is to be completed by March 9, 2020 and installation of Radio Read System by July 1, 2020.

Project Notes

All bidding inquiries shall be directed to Brian Fabbri with GEI Consultants at 906-214-4155.

A. LINDBERG + SONS, INC.
 CONTRACTOR NAME (PRINTED)

Nick Magallane
 SIGNATURE OF AUTHORIZED INDIVIDUAL

1-7-2020
 DATE

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Ishpeming ("Owner") and
Core and Main ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Bidding Documents. The Work is generally described as follows: supply and deliver water meters and radio read units. Also, included is supply of handheld radio read unit, deliver smart meters and supply / installation of base radio read system.

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **RD Water System Improvements – Metering Equipment Procurement**

ARTICLE 3 – ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by ***GEI Consultants of Michigan, PC***
- 3.02 The Owner has retained ***GEI Consultants of Michigan, PC*** ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Dates*
- A. The Work will be substantially completed on or before **October 1, 2020**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **November 14, 2020**.
- 4.03 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the

actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner **\$1,000** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$1,000** for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
4. Milestones: Contractor shall pay Owner **\$1,000** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved.

4.04 *[Deleted]*

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

- ~~1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract~~

- a. ~~95 percent of Work completed (with the balance being retainage); If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and~~
 - b. ~~95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).~~
- B. ~~Upon Substantial Completion of the entire procurement and installation, Owner shall pay an amount sufficient to increase total payments to Contractor to 100% percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200% percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.~~

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 ~~All amounts not paid when due shall bear interest at the rate of _____ percent per annum.~~

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the

Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 7, inclusive).
 - 2. Performance bond (pages 1 to 3, inclusive).
 - ~~3. Payment bond (pages 1 to 3, inclusive).~~
 - ~~4. Other bonds.~~
 - ~~a. (pages to , inclusive).~~
 - ~~5. General Conditions (pages 1 to 65, inclusive).~~
 - ~~6. Supplementary Conditions (pages 1 to 18, inclusive).~~
 - ~~7. Specifications as listed in the table of contents of the Project Manual.~~
 - ~~8. Drawings (not attached but incorporated by reference) consisting of 92 sheets with each sheet bearing the following general title: RD Water System Improvements – Contract I~~
 - ~~9. Addenda (numbers to , inclusive).~~
 - 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 1, inclusive).
 - 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - ~~a. Notice to Proceed.~~
 - b. Work Change Directives.
 - c. Change Orders.

- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Other Provisions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.
- B. **Michigan Act 524, PA 1980 (MCLA 125.1561 et seq.) regarding contractor retainage escrow accounts does not apply to Rural Development funds. There will be no escrow account for retainage or interest earned from Rural Development funds.**

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on May 4, 2020 (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

City of Ishpeming

By: _____

By: _____

Title: Mayor

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

100 E. Division Street

Ishpeming, MI 49849

License No.: _____

(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

11



Consulting
Engineers and
Scientists

April 22, 2020
Proposal 2002018

Mr. Craig Cugini, City Manager
City of Ishpeming
100 East Division Street
Ishpeming, MI 49849

**RE: USDA-Rural Development Application for Sewer System Improvements
Proposal for Professional Engineering Services**

Dear Mr. Cugini:

GEI Consultants of Michigan, P.C. (GEI) is pleased to present this proposal for professional engineering services for the preparation and submittal of a funding application package to the United States Department of Agriculture-Rural Development (RD) for a Sanitary Sewer System Improvements Project.

GEI has worked closely with the City on past sewer system improvements projects and recently completed the City's Sanitary Sewer System Asset Management Plan (SAW), which evaluated the condition of the City's sanitary sewer system. A component of the SAW included the development of a Capital Improvements Plan (CIP) for system needs for the next 10 years. The CIP identified approximately \$10 million of construction costs necessary for the City's sanitary sewer system. Unusually wet weather and high ground water conditions have exacerbated conditions attributed to those areas where improvements were identified, and we understand the City would like to proceed with work now in at least some of these areas.

At this time, interest rates are very favorable which makes it an opportune time to submit a funding application to RD and have projects planned for and "shovel ready" if possible. GEI is recommending that the City inquire into funding a sewer system improvements project that can address these needs, and hopefully, with funding assistance, minimize costs to users. Proposed project needs include improvements or reconstruction of the Park Street Lift Station and complete sanitary sewer replacements in different areas of the City to remove inflow and infiltration. These improvements would reduce the number of sanitary sewer overflows and backups that have occurred in recent years. These items would be the primary focus in an application for funding to RD, but depending on the urgency and alternative funding scenarios, a phased approach to complete smaller strategic projects could be expedited as conditions require.

GEI proposes to begin the process of completing a Preliminary Engineering Report (PER) and application for funding to RD for a project that will allow the City to move forward with an affordable sewer system improvements project to address identified needs.

Scope of Services

GEI will work with the City to prepare and submit the following documents on behalf of the City:

- System User Map showing residential and other users of the sewer system.
- Review and complete customer user information and submit Michigan Guide 2, Attachment 1.
- Complete and submit State and Regional Clearing House Review documents.
- Form SF-424, SF-424C & SF-424D, Application for Federal Assistance with supporting documentation.
- Preliminary Engineering Report (PER) consistent with USDA Bulletin 1780-2 requirements.
- Prepare Environmental Report in accordance with Michigan Guide 2, Attachment 2 requirements.
- Provide a Draft Engineering Agreement.

GEI will assist the City in completing and submitting the following documents:

- Certification of Commercial Credit.
- Assist the City in updating ADA Accessibility Checklist.
- Review latest Audit Report and coordinate with PER.
- Notice of Intent to file an Application.
- Letter from the Michigan Department of Environment, Great Lakes, and Energy (EGLE) Stating System Deficiencies.
- Legal Services Agreement.

Schedule

GEI will make staff available to begin work on your project immediately with a goal of submitting a complete application to RD by early August. It is noted that time is of the essence in getting the application documents completed and submitted to RD by this time in order to increase the likelihood of getting your project funded this year. Grant and low interest loan opportunities exist with interest rates presently at 1.375%. GEI will work closely with and require close cooperation with City representatives in assuring all documentation is prepared and submitted in a timely fashion.

Given the difficulties created by the ongoing COVID-19 crisis, the performance of the services included in this Proposal as well as the satisfaction of the schedule described herein, are contingent and conditioned upon GEI having the ability to deploy the required resources as well as having access to the required site and data/documents to complete the services. These resources include, but are not limited to GEI staff, subcontract vendors and materials providers. GEI will immediately notify the Client in the event it becomes aware that services will be interrupted or otherwise delayed as discussed herein.

Compensation and Authorization

Our fee to complete the above scope of services is a Not-to-Exceed fee of **\$15,000** and will be billed on a time and material basis. We will provide our Standard Professional Services Agreement for your review and approval upon acceptance of this proposal.

If you have any question or need additional information, please contact Brian Fabbri at (906) 367-0295 or bfabbri@geiconsultants.com. As always, thank you for this opportunity to provide these services to the City.

Sincerely,

GEI CONSULTANTS OF MICHIGAN, P.C.



Brian Fabbri, E.I.T.
Project Engineer



Jeff Bal, P.E.
Vice President

cc: GEI File

BSF:plw

K:\shpeming_City\1-Proposals\2002018-RD_Sewer_Application\2002018-ISH_RD_Application_Sewer_Proposal_042220_FINAL.docx

STANDARD PROFESSIONAL SERVICES AGREEMENT

1. AGREEMENT

This Agreement is made and entered into by and between

GEI Consultants of Michigan, P.C., 990 Lalley Road, Iron River, MI 49935 and
City of Ishpeming, 100 E. Division Street, Ishpeming, MI 49849

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

2. SCOPE OF SERVICES

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

3. EFFECTIVE DATE

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

4. FORCE MAJEURE

- a) Force Majeure "Event of Force Majeure" means an event beyond the control of GEI and CLIENT, which prevents a Party from complying with any of its obligations under this Contract, including but not limited to, acts of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); war, hostilities, acts of terrorism, riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of GEI or its subcontractors.
- b) Neither CLIENT nor GEI shall be considered in breach of this Agreement to the extent that performance of their respective obligations (excluding payment obligations) is prevented by an event of Force Majeure. Either CLIENT or GEI shall give written notice to the other upon becoming aware that an Event of Force Majeure.

5. COMPENSATION

- a) CLIENT agrees to pay GEI in accordance with the payment terms provided in **Exhibit B** but in no event later than thirty (30) days of CLIENT's receipt of invoice.
- b) GEI will submit invoices monthly or upon completion of a specified scope of service in accordance with GEI's standard invoicing practices, or as otherwise provided in **Exhibit B**.
- c) Payment is due upon receipt of the invoice. Payments will be made by either check or electronic transfer to the address specified by GEI, and will reference GEI's invoice number.
- d) Interest will accrue at the rate of 1% per month of the invoiced amount in excess of thirty (30) days past the invoice date, or as otherwise provided in **Exhibit B**.
- e) In the event of a disputed or contested invoice, only that portion so contested will be withheld from payment, and the undisputed amounts will be paid.

6. PERFORMANCE STANDARDS

- a) GEI will perform its services under this Agreement in a manner consistent with that degree of skill and care ordinarily exercised by members of GEI's profession currently practicing in the same locality under similar conditions. GEI makes no other representations and no warranties, either express or implied, regarding the services provided hereunder.
- b) GEI shall correct deficiencies in services or documents provided under this Agreement without additional cost to CLIENT; except to the extent that such deficiencies are directly attributable to deficiencies in CLIENT-furnished information.

- c) Unless otherwise specifically indicated in writing, GEI shall be entitled to rely, without liability, on the accuracy and completeness of information provided by CLIENT, CLIENT's consultants and contractors, and information from public records, without the need for independent verification.
- d) CLIENT agrees to look solely to the manufacturer or provider to enforce any warranty claims arising from any equipment, materials or other goods provided as a component of GEI's services.

7. INSURANCE

- a) GEI will carry the types and amounts of insurance in the usual form as provided in **Exhibit C**.
- b) Upon written request of CLIENT, GEI will furnish Certificates of Insurance indicating the required coverages and conditions.

8. ALLOCATION OF RISKS

- a) Indemnification. To the fullest extent permitted by law, GEI agrees to indemnify and hold CLIENT harmless from and against liabilities, claims, damages, and costs (including reasonable attorney's fees) to the extent caused by the negligence or willful misconduct of GEI in the performance of services under this Agreement.
- b) Limitation of Liability. To the fullest extent permitted by law, the total liability, in the aggregate, of GEI and its officers, directors, employees, agents, and independent professional associates and consultants, and any of them, to CLIENT and any one claiming by, through or under CLIENT, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to GEI's services, the project, or this Agreement, will not exceed the total compensation received by GEI under the specific applicable project and/or task order, or Fifty Thousand Dollars (\$50,000) whichever is less. This limitation will apply regardless of legal theory, and includes but is not limited to claims or actions alleging negligence, errors, omissions, strict liability, breach of contract, breach of warranty of GEI or its officers, directors, employees, agents, or independent professional associates or consultants, or any of them. CLIENT further agrees to require that all contractors and subcontractors agree that this limitation of GEI's liability extends to include any claims or actions that they might bring in any forum.
- c) Consequential Damages. GEI and CLIENT waive consequential damages, including but not limited to damages for loss of profits, loss of revenues, and loss of business or business opportunities, for claims, disputes, or other matters in question arising out of or relating to this Agreement.

9. CONFIDENTIALITY

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

10. OWNERSHIP OF DOCUMENTS

Drawings, diagrams, specifications, calculations, reports, processes, computer processes and software, operational and design data, and all other documents and information produced in connection with the project as instruments of service (Project Documents), regardless of form, will be confidential and the proprietary information of GEI, and will remain the sole and exclusive property of GEI whether the project for which they are made is executed or not. CLIENT retains the right to use Project Documents for the furtherance of the project consistent with the express purpose(s) of the Project Documents, and for CLIENT's information and reference in connection with CLIENT's use and occupancy of the project. Any use of Project

Documents for purposes other than those for which they were explicitly prepared shall be at CLIENT's sole risk and liability. CLIENT agrees to defend, indemnify, and hold GEI harmless from and against any claims, losses, liabilities, and damages arising out of or resulting from the unauthorized use of Project Documents.

11. TERMINATION AND SUSPENSION

- a) This Agreement may be terminated by CLIENT for any reason upon ten (10) days written notice to GEI.
- b) This Agreement may be terminated by GEI for cause upon thirty (30) days written notice to CLIENT.
- c) In the event that this Agreement is terminated for any reason, CLIENT agrees to remit just and equitable compensation to GEI for services already performed in accordance with this Agreement, subject to the limitations given in this Article 11, Termination and Suspension.
- d) In the event Client terminates this Agreement for cause, in determining just and equitable compensation to GEI for work already performed, CLIENT may reduce amounts due to GEI by amounts equal to additional costs incurred by CLIENT to complete the Agreement scope. Such additional costs incurred by CLIENT may include but are not limited to: (1) the additional costs incurred by CLIENT to engage another qualified consultant to complete the unfinished scope; and (2) CLIENT's labor costs and expenses to demobilize and remobilize its personnel to the site to coordinate with the new consultant.
- e) GEI may suspend any or all services under this Agreement if CLIENT fails to pay undisputed invoice amounts within sixty (60) days following invoice date, by providing written notice to CLIENT, until payments are restored to a current basis. In the event GEI engages counsel to enforce overdue payments, CLIENT will reimburse GEI for all reasonable attorney's fees and court costs related to enforcement of overdue payments, provided that CLIENT does not have a good faith dispute with the invoice. CLIENT will indemnify and save GEI harmless from any claim or liability resulting from suspension of the work due to non-current, undisputed payments.

12. DISPUTE RESOLUTION

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

13. GENERAL CONSIDERATIONS

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

For CLIENT: Craig Cugini

For GEI: Brian Fabbri

- b) Nothing in this Agreement shall be construed as establishing a fiduciary relationship between CLIENT and GEI.
- c) Notices. Any notice required under this Agreement will be in writing, submitted to the respective party's Authorized Representative at the address provided in this Article 13, General Considerations. Notices shall be delivered by registered or certified mail postage prepaid, or by commercial courier service. All notices shall be effective upon the date of receipt.
- d) Controlling Law. This Agreement is to be governed by the laws of the State of Michigan.
- e) Survival. All express representations, indemnifications, or limitations of liability included in the Agreement will survive its completion or termination for any reason. However, in no event shall indemnification obligations extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of repose or statute of limitations.

- f) Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon GEI and CLIENT.
- g) Waiver. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- h) Headings. The headings used in this Agreement are for general reference only and do not have special significance.
- i) Certifications. GEI shall not be required to sign any documents, no matter by whom requested, that would result in GEI having to certify, guaranty, or warrant the existence of conditions or the suitability or performance of GEI's services or the project, that would require knowledge, services or responsibilities beyond the scope of this Agreement.
- j) Third Parties. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or GEI. GEI's services hereunder are being performed solely for the benefit of CLIENT, and no other entity shall have any claim against GEI because of this Agreement or GEI's performance of services hereunder. CLIENT shall indemnify and hold GEI harmless from any claims by any third parties that arise from the CLIENT's release of any Project Documents by CLIENT.

14. ADDITIONAL PROVISIONS

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

15. EXHIBITS

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

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

(Check all that apply; strike all that do not apply)



16. ACCEPTANCE

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

For CLIENT:

By: _____
(Signature)

(Print Name)

(Title)

(Date)

For GEI:

By: Jeff Bal
(Signature)

Jeff Bal, P.E.
(Print Name)

Vice President/Branch Manager
(Title)

April 22, 2020
(Date)

STANDARD PROFESSIONAL SERVICES AGREEMENT**EXHIBITS A - H****EXHIBIT A****Scope of Services and Schedule**

Please see attached proposal/letter dated April 22, 2020 for Professional Engineering Services for completion of a USDA-Rural Development Application for Sewer System Improvements.

EXHIBIT B**Payment Terms**

Project will be billed in accordance with this agreement, and the amount billed will not exceed the amount referenced in the attached proposal/letter dated April 22, 2020.

EXHIBIT C**Insurance**

GEI will carry the following types and amounts of insurance:

A. Worker's Compensation and Employer's Liability (statutory):

1. In accordance with the laws of the state(s) in which services are performed.

B. Commercial General Liability (CGL) Insurance:

1. Bodily Injury and Property Damage Combined: \$1,000,000 per occurrence and in aggregate.
2. Including explosion, underground drilling excavation, and collapse hazards.
3. Including an endorsement providing Additional Insured Status to CLIENT under the policy.

C. Comprehensive Automobile Insurance:

1. Bodily Injury and Property Damage Combined: \$1,000,000 per accident.
2. Includes all owned, non-owned, and hired vehicles used in connection with the services under this Agreement.

D. Professional Liability Insurance:

1. \$1,000,000 per claim and in aggregate.

EXHIBIT D**Special Provisions for Field Services**

- A. Right of Entry. CLIENT agrees to furnish GEI with right-of-entry and a plan of boundaries of the site where GEI will perform its services. If CLIENT does not own the site, CLIENT represents and warrants that it will obtain permission for GEI's access to the site to conduct site reconnaissance, surveys, borings, and other explorations of the site pursuant to the scope of services in the Agreement. GEI will take reasonable precautions to minimize damage to the site from use of equipment, but GEI is not responsible for damage to the site caused by normal and customary use of equipment. The cost for restoration of damage that may result from GEI's operations has not been included in GEI's fee, unless specifically stated in **Exhibit B.**
- B. Underground structures. CLIENT will identify locations of buried utilities and other underground structures in areas of subsurface exploration. GEI will take reasonable precautions to avoid damage to the buried utilities and other underground structures noted. If locations are not known or cannot be confirmed by CLIENT, then there will be a degree of risk to CLIENT associated with conducting the exploration. In the absence of confirmed underground structure locations, CLIENT agrees to accept the risk of any damages and losses

- resulting from the exploration work and shall indemnify and hold GEI, its subconsultants and employees harmless from all claims, losses or damages arising from GEI's services involving subsurface exploration.
- C. Presence of Hazardous Materials. If unanticipated hazardous waste, oil, asbestos, or other hazardous materials, as defined by federal, state, or local laws or regulations, and if such materials are discovered during GEI's work, CLIENT agrees to negotiate appropriate revisions to the scope, schedule, budget, and terms and conditions of this Agreement. When such hazardous materials are suspected, GEI will have the option to stop work, without financial penalty, until a modification to this Agreement is made or a new Agreement is reached. If a mutually satisfactory Agreement cannot be reached between both parties, this Agreement will be terminated without cause and CLIENT agrees to pay GEI for all services rendered up to the date of termination, including any costs associated with termination.
- D. Disposal of Samples and Wastes Containing Regulated Contaminants. In the event that samples collected by GEI or provided by CLIENT, or wastes generated as a result of site investigation activities, contain or potentially contain substances or constituents which are or may be regulated contaminants as defined by federal, state, or local statutes, regulations, or ordinances, including but not limited to samples or wastes containing hazardous materials, said samples or wastes remain the property of CLIENT and CLIENT will have responsibility for them as a generator. If set forth in the Agreement, GEI will, at CLIENT's expense and as CLIENT's appointed agent, perform necessary testing, and either (a) return said samples and wastes to CLIENT, or (b) using a manifest signed by CLIENT as generator, have said samples and/or wastes transported to a location selected by CLIENT for disposal. CLIENT agrees to pay all costs associated with the storage, transport and disposal of said samples and/or wastes. Unless otherwise provided in the Agreement, GEI will not transport, handle, store, or dispose of waste or samples or arrange or subcontract for waste or sample transport, handling, storage, or disposal. CLIENT recognizes and agrees that GEI is working as a bailee and/or agent and at no time assumes title to said waste or samples or any responsibility as generator of said waste or samples. Further, CLIENT agrees to look solely to any transport or disposal entity in the event any claim, cause of action or damages arise from GEI's activities a bailee or agent of CLIENT under this provision.
- E. Contribution of Hazardous Materials. CLIENT agrees that GEI has not contributed to the presence of hazardous wastes, oils, asbestos, biological pollutants such as molds, fungi, spores, bacteria and viruses, and by-products of any such biological organisms, or other hazardous materials that may exist or be discovered in the future at the site. GEI does not assume any liability for the known or unknown presence of such materials. GEI's scope of services does not include the investigation or detection of biological pollutants such as molds, fungi, spores, bacteria and viruses, and by-products of any such biological organisms. CLIENT agrees to indemnify and hold harmless GEI, its subconsultants, subcontractors, agents, and employees from and against all claims, damages, losses, and costs (including reasonable attorneys' fees) that may result from the detection, failure to detect, or from the actual, alleged, or threatened discharge, dispersal, release, escape, or exposure to any solid, liquid, gaseous, or thermal irritant, asbestos in any form, or contaminants including smoke, vapor, soot, fumes, acids, alkalies, chemicals, waste, oil, hazardous materials, or biological pollutants. CLIENT's obligations under this paragraph apply unless such claims, damages, losses, and expenses are caused by GEI's sole negligence or willful misconduct.

EXHIBIT E

Special Provisions for Services of Licensed Site/Environmental Professionals

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

- A. ~~Under the LSP/LEP/LSRP Program, the LSP/LEP/LSRP owes professional obligations to the public, including, in some instances, a duty to disclose the existence of certain contaminants to the state in which the services are provided.~~

- ~~B. CLIENT understands and acknowledges that in the event that the licensed professional's obligations under the LSP/LEP/LSRP Program conflict in any way with the terms and conditions of this Agreement or the wishes or intentions of CLIENT, the licensed professional is bound by law to comply with the requirements of the LSP/LEP/LSRP Program. CLIENT recognizes that the licensed professional is immune from civil liability resulting from any such actual or alleged conflict.~~
- ~~C. CLIENT agrees to indemnify and hold GEI harmless from any claims, losses, damages, fines, or administrative, civil, or criminal penalties resulting from the licensed professional's fulfillment of the licensed professional's obligations under the LSP/LEP/LSRP Program.~~

EXHIBIT F

Special Provisions for Engineering Design Services

- A. Design Without Construction Phase Services. CLIENT understands and agrees that if GEI's services under this Agreement include engineering design and do not include Construction-Related Services, then CLIENT:
1. Assumes all responsibility for interpretation of the construction Contract Documents.
 2. Assumes all responsibility for construction observation and review.
 3. Waives any claims against GEI that may be in any way connected thereto.
- For purposes of this Agreement, Construction-Related Services include, but are not limited to: construction observation; review of the construction contractor's technical submittals; review of the construction contractor's progress; or other construction-phase services.
- B. Use of Documents.
1. The actual signed and sealed hardcopy construction Contract Documents including stamped drawings, together with any addenda or revisions, are and will remain the official copies of all documents.
 2. All documents including drawings, data, plans, specifications, reports, or other information recorded on or transmitted as Electronic Files are subject to undetectable alteration, either intentional or unintentional, due to transmission, conversion, media degradation, software error, human alteration, or other causes.
 3. Electronic Files are provided for convenience and informational purposes only and are not a finished product or Contract Document. GEI makes no representation regarding the accuracy or completeness of any accompanying Electronic Files. GEI may, at its sole discretion, add wording to this effect on electronic file submissions.
 4. CLIENT waives any and all claims against GEI that may result in any way from the use or misuse, unauthorized reuse, alteration, addition to, or transfer of the electronic files. CLIENT agrees to indemnify and hold harmless GEI, its officers, directors, employees, agents, or subconsultants, from any claims, losses, damages, or costs (including reasonable attorney's fees) which may arise out of the use or misuse, unauthorized reuse, alteration, addition to, or transfer of electronic files.

EXHIBIT G

Special Provisions for Opinions of Probable Construction Costs

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

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

EXHIBIT H**Special Provisions for Construction Services**

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

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

(26)



Contractor's Application for Payment No.

22

Application Period: 11/18/19-04/30/20	Application Date: 4/30/2020
To (Owner): City of Ishpeming	From (Contractor): A. Lindberg & Sons, Inc.
Project: RD Water System Improvements	Via (Engineer): GEI Consultants of Michigan, P.C.
Owner's Contract No.:	Contract's Project No.: 22263.17
	Engineer's Project No.: 1508090

Application For Payment

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
Change Order #1 - #7	\$1,763,586.61	
CO #8 - #14	-\$7,003.72	
CO #15	\$757.73	
CO #16	-\$11,707.33	
CO #17	\$13,205.00	
TOTALS	\$1,758,838.29	
NET CHANGE BY CHANGE ORDERS		\$1,758,838.29

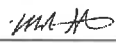
1. ORIGINAL CONTRACT PRICE.....	\$ \$4,256,816.06
2. Net change by Change Orders.....	\$ \$1,758,838.29
3. Current Contract Price (Line 1 ± 2).....	\$ \$6,015,654.35
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$ \$ 6,015,654.35
5. RETAINAGE:	
a. 0.5000% X \$ 6,015,654.35 Work Completed.....	\$ \$ 30,078.27
b. 2.5% X \$ - Stored Material.....	\$ \$ -
c. Total Retainage (Line 5a + Line 5b).....	\$ \$ 30,078.27
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$ \$ 5,985,576.07
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ \$ 5,968,457.10
8. AMOUNT DUE THIS APPLICATION.....	\$ \$ 17,118.97
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$ \$ 30,078.27

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: **GLSAARI** Digitally signed by GLSAARI
DN: cn=GLSAARI, o=A. Lindberg & Sons, Inc., ou, email=glsaari@alindberg.com, c=US
Date: 2020.04.30 16:53:30 -0400 Date: 4/30/2020

Payment of: \$ \$17,118.97
(Line 8 or other - attach explanation of the other amount)

is recommended by:  04/30/2020
(Engineer) (Date)

Payment of: \$ \$17,118.97
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
(Owner) (Date)

Approved by: _____
Funding Agency (if applicable) (Date)

12(6)

City of Ishpeming
City Council Meeting Action
Rural Development Water System Improvements Project
Twenty-third 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 \$17,118.97

City Council Member:

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

BY:

Cathy Smith, City Clerk

DATE: May 6, 2020

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

Name of Borrower City of Ishpeming - RD Water System Improvements

Items	Amount of Funds
Development	\$ 17,118.97
Contract or Job No. <u>I</u>	
Contract or Job No. <u>II</u>	
Contract or Job No.	
Land and Rights-of-Way	
Legal Services	
Engineering Fees	0.00
Interest	
Equipment	
Contingencies	
Refinancing	
Initial O & M	
Other	
TOTAL	\$ 17,118.97

Prepared by City of Ishpeming

By _____, 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 TWENTY-THIRD DRAW
GEI PROJECT #1508090**

1. Construction

Contract I \$ - (See attached Pay Application)
Contract II \$ 17,118.97 (See attached Pay Application)

Total Construction ==> \$ 17,118.97

2. Basic Engineering

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

3. Resident Engineering

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

4. Other Engineering

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

Total Engineering ==> \$ -

Total All Categories Twenty-Third Draw ==> \$ 17,118.97

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

1. Construction

Pay App No.	Invoice Date	Invoice Amount	Progress Billing No.	Billed to Date
		\$ -		\$ 4,041,718.24
Contract II - 22	4/30/2020	\$ 17,118.97	22	\$ 6,059,113.65
Total Construction==>		\$ 17,118.97		

2. Basic Engineering

Task 1001

Invoice No.	Invoice Date	Invoice Amount	Progress Billing No.	Billed to Date
		\$ -	43	\$ 663,633.37
		\$ -		\$ 663,633.37
		\$ -		\$ 663,633.37
Total Billed ==>		\$ -		

3. Resident Engineering

Task 1002

Invoice No.	Invoice Date	Invoice Amount	Progress Billing No.	Billed to Date
		\$ -	43	\$ 680,296.43
		\$ -		\$ 680,296.43
		\$ -		\$ 680,296.43
Total Billed ==>		\$ -		

4. Other Engineering

Task 1003

Invoice No.	Invoice Date	Invoice Amount	Progress Billing No.	Billed to Date
		\$ -	43	\$ 114,191.05
		\$ -		\$ 114,191.05
		\$ -		\$ 114,191.05
Total Billed ==>		\$ -		

Total Engineering ==> \$ -

12(C)

Change Order No. 17

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**

Add pay item for the removal and replacement of the light pole near Wilderness Sporting Goods. The existing light pole was in the immediate vicinity of an existing curb stop. To make the area safe, the contractor contacted J&N Electric to disconnect the pole wires and cap. Contractor remove existing pole base and sidewalk and installed new water service. Contractor then installed new sonotube, rebar, and poured new pole base. J&N Electric re-hooked up pole and replaced on new pole base. Add pay item for restocking watermain materials. The initial project included Salisbury location and 8" watermain and corresponding material. This area was removed and Business M28 was added due to MDOT paving project occurring at the same time of the RD project and some pavement cost savings. Add pay item for pavement patch on Elliot Street. This cost will include preparation and paving for a repair the City of Ishpeming DPW completed during the winter of 2019/2020. The new water service developed a leak outside of the corporation stop. The work was past the 1 year warranty for the contractor and the City decided to repair the leak on their own. The patch is still in the RD project area and can be covered with this added pay item. No additional engineer will be added with this change order.

Attachments: Change Order Summary and Lindberg Letter Dated 4/17/20

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>16</u> : \$ 1,745,633.29	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>16</u> : Substantial Completion: <u>347</u> Ready for Final Payment: <u>317</u>
Contract Price prior to this Change Order: \$ 6,002,449.35	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: \$ 13,205.00	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ 6,015,654.35	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:		ACCEPTED:	
By: <u>[Signature]</u>	By: _____	By: <u>[Signature]</u>	By: _____	By: <u>[Signature]</u>	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Project Manager</u>	Title: _____	Title: _____	Title: _____	Title: _____	Title: _____
Date: <u>04/30/2020</u>	Date: _____	Date: _____	Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
 Title: _____

Cathy Smith

From: Al Pierce
Sent: Monday, April 6, 2020 11:02 AM
To: Cathy Smith; City Manager
Subject: FW: Recommendation to the City Council Regarding 3 Sons Memorial
Attachments: 3 Sons Memorial - Site Plan.pdf; 3 Sons Memorial - Satellite Image.pdf; 3 Sons Memorial - excerpts from Ish. PC Meeting Minutes.docx

Cathy;
 Re: Three Sons of Ishpeming Heritage Plaza

This Email and attachments were sent to all Planning Commissioners requesting a recommendation to the City Council. Responses were received from 8 commissioners.

A motion by Bruce Houghton supported by John Carlson that the "3 Sons Memorial" as shown on the attached Site Plan and Satellite Image be recommended to the City Council for approval passed by a vote of 8 ayes, 0 nays and 1 unresponsive.

Al Pierce, Zoning Administrator

From: Al Pierce
Sent: Thursday, April 2, 2020 3:30 PM
To: 'Angelo Bosio' <ajbosio@aol.com>; 'Brooke Routhier' <bcrouthier@gmail.com>; 'Bruce Houghton' <bruce@brucelhoughton.com>; 'Gabe Seelen' <gabe.seelen@semcoenergy.com>; 'Harry Weikel' <holidayharry@rocketmail.com>; 'Jim Bertucci' <jimbertucci10@gmail.com>; 'John Carlson' <johncarlson2010@gmail.com>; 'Larry Bussone' <larry.bussone@cliffsnr.com>; 'Mike Tonkin' <miketonkin@sbcglobal.net>
Cc: City Manager <citymanager@ishpemingcity.org>; Cathy Smith <CathySmith@ishpemingcity.org>
Subject: Recommendation to the City Council Regarding 3 Sons Memorial

Commissioners;

As I'm sure you are aware, the PC meeting for April is cancelled. However, I'd like to try and provide the City Council with a recommendation regarding the "3 Sons Memorial" for when they meet again. Text from the approved PC Meeting Minutes, a Site Plan and Satellite image of Hematite Drive is attached. The project involves all items discussed (2 trees removed, existing street light pole repositioned and a new one installed, a 20' diameter Plaza Circle with a Hematite Boulder and busts of 3 accomplished "Sons of Ishpeming"), and a Handicapped accessible crosswalk on the West side of Second Street.

All items will be provided by private fundraising and volunteers and be constructed within City R.O.W. on Hematite Drive. The only cost for the City of Ishpeming will be approximately \$30 a month for an electricity payment to UPPCO for a new street light. As the Street's Committee for Ishpeming, the Planning Commission is charged with making a recommendation to the City Council regarding the project. I'd like to try to move this project forward with a recommendation to the Council and am available to answer any questions you might have. It is essential that I receive an email from each commissioner approving or denying the request. You will receive a copy of each email at our next meeting.

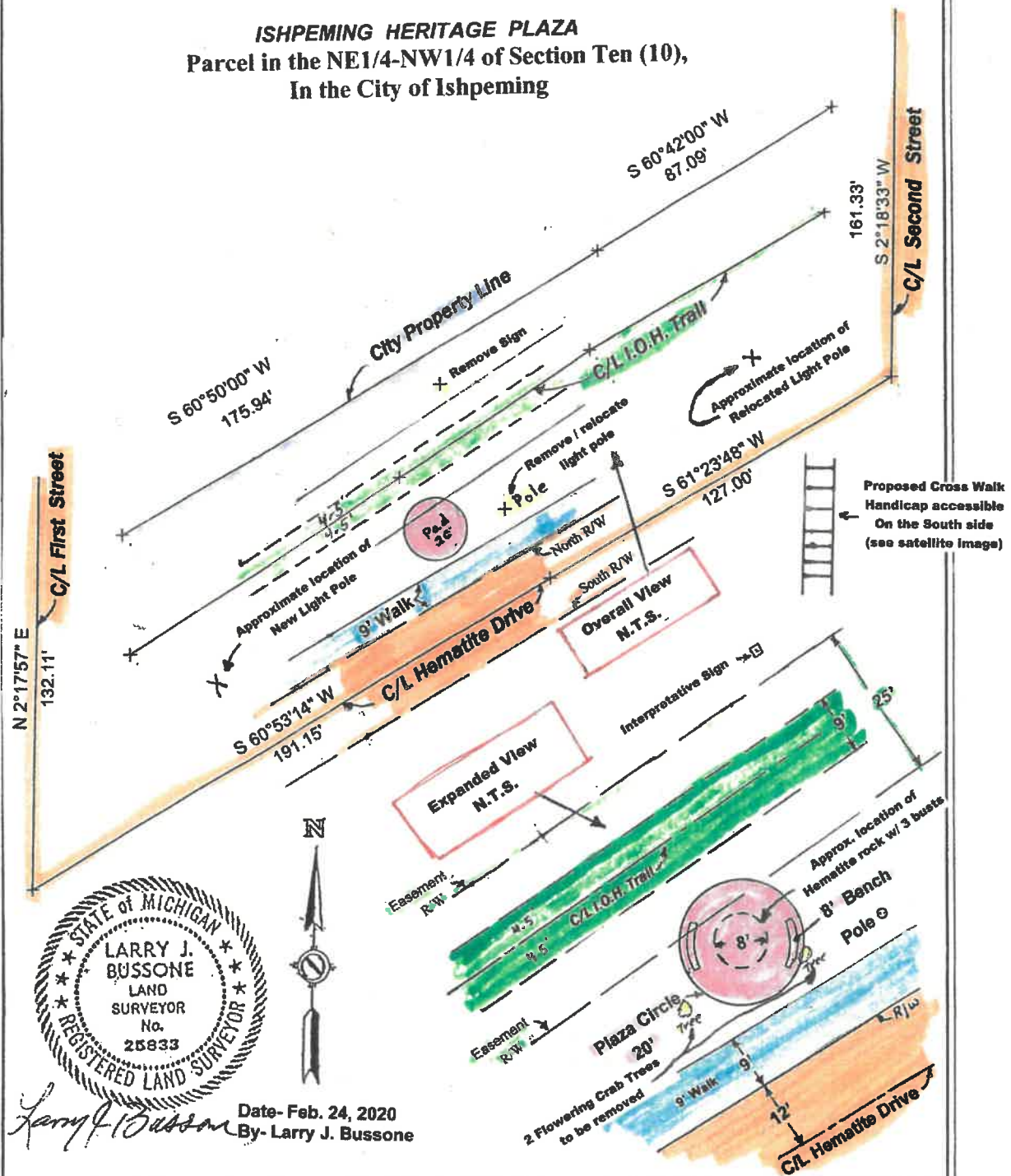
I'm available generally from 10AM to 3:30PM Mon. thru Thurs. at City Hall (485-1091 ext. 206) to attempt to address any questions you might have regarding this project. I look forward to trying to get something done in these challenging times!

Al Pierce

SITE SURVEY

PREPARED FOR: Robert Marietti

ISHPEMING HERITAGE PLAZA
Parcel in the NE1/4-NW1/4 of Section Ten (10),
In the City of Ishpeming



Excerpts from Ishpeming Planning Commission Meeting Minutes

Jan. 06, 2020 Approved Meeting Minutes

A. Presentations – Hematite Drive Small Park / Bob Marietti

Bob furnished conceptual information regarding Ishpeming Heritage Plaza, a small park proposed along the North side of Hematite Drive honoring three sons of Ishpeming - Glenn Seaborg, John Voelker and Kelly Johnson. General details of the Park included a Sculpture, Hematite Rock, Benches and a Plaza Circle. Descriptions of site construction details, procedures, sculpture and metal fabrication were provided. A site plan was not part of the presentation. The proposed site is on the North side of Hematite Drive between First and Second Streets at the vicinity of Bell Forest Products. A street light would be relocated, sod and an ornamental tree removed and a 20' memorial site established and landscaped. Several aspects of the community would be involved in the project. He was informed that the Planning Commission as the Streets Committee would review a Site Plan and provide a recommendation to the City Council. The project has support from A. Lindberg and Sons, rock from the Republic Mine, Mike Lempinen artistry and community support. He provided some details as to the weather difficulties encountered last year with the concrete walk construction. Commissioners encouraged a plan submission to move the project forward and thanked Bob for his vision and effort.

Feb. 03, 2020 Approved Meeting Minutes

2. Three Sons of Ishpeming Memorial – Site Plan Review and Recommendation to Council

Bob Marietti presented an annotated satellite image of the site – North of Hematite Drive between First and Second Streets. The “Sons” sculpture would be a bronze casting located on a rock from the Republic Mine inside a 20' diameter Plaza Circle. One existing flowering Crab tree is proposed to be removed, an existing streetlight is proposed to be relocated and an additional streetlight is a proposed addition. A new 9' wide concrete trail was installed late last Fall. He also discussed the proposed involvement of the community in the project involving IHS students and Beautification Committee. Construction details and site design were addressed by written commentary. No parking was shown within public ROW and the impression was created that it may occur within Bell Forest Products ownership. Bob stated that he has discussed the plans with Iron Ore Heritage Trail personnel with apparently no objections. He has contacted family members of the “Sons” for their knowledge and received their support. Craig asked “Why this site?” Bob responded that this is a main thoroughfare with existing landscaping and ornamental trees, the monument is oriented to face the road and is positioned off the I.O.H.T. Craig asked about the zoning strategy and felt it should look 20-30 years into the future. Larry thought this was an opportunity for the future as the ROW is wide in this area. Craig asked about the tree removal and if it was thought out and required. Bob responded that the trees need to be maintained and trimmed and that placement of the Memorial away from the roadway required it. This monument is a gift to the City and is proposed to be done without Municipal cost. Brooke asked Al if this Site Plan complied with the requirements of the Zoning Ordinance for Site Plan review. Al explained that he had printed the satellite image for Bob in the late afternoon on Jan. 31st and there probably was insufficient time to prepare a plan to comply with the ordinance. Al will provide Larry with a copy of the Clark-Menard R.R. survey for Larry, to assist in site plan development.

14

Cathy Smith

From: City Manager
Sent: Tuesday, April 21, 2020 8:19 AM
To: Cathy Smith
Subject: FW: Ishpeming SC at MSF Meeting

For next City Council Agenda – just an update... could still change.

Craig H. Cugini
City Manager
City of Ishpeming
100 E. Division Street
Ishpeming, MI 49849
906-485-1091, ext 204
citymanager@ishpemingcity.org

From: Jennifer Tucker (MEDC) <tuckerj6@michigan.org>
Sent: Monday, April 20, 2020 4:32 PM
To: City Manager <citymanager@ishpemingcity.org>; 'Elyse Bertucci' <centerdirector@gicoaseniors.org>; 'Jason L Gauthier' <jason@rg-design.co>
Subject: RE: Ishpeming SC at MSF Meeting

Hi Ishpeming,
Our May MSF meeting was moved to 10am Tuesday May 19th, with the briefing call I attend to prep the Board on the project on the 14th. The project is officially on the agenda! Currently, the meeting is still scheduled for in person, but will likely include some accommodations for space considering the number of people that typically attend/present. I will continue to keep you posted as things change (and I bet they will!).

Thanks,
Jen

Jen Tucker
Community Assistance Team Specialist, Region 1 | [CATeam](#)
Community Development
Michigan Economic Development Corporation
300 N. Washington Square | Lansing, MI 48913
Mobile: 906.201.4367
tuckerj6@michigan.org

This message contains information which may be confidential and privileged. Unless you are the intended recipient (or authorized to receive this message for the intended recipient), you may not use, copy, disseminate or disclose to anyone the message or any information contained in the message. If you have received the message in error, please advise the sender by reply e-mail, and delete the message. Thank you very much.

From: Jennifer Tucker (MEDC)
Sent: Tuesday, April 14, 2020 3:32 PM
To: 'City Manager' <citymanager@ishpemingcity.org>; 'Elyse Bertucci' <centerdirector@gicoaseniors.org>; 'Jason L Gauthier' <jason@rg-design.co>
Subject: RE: Ishpeming SC at MSF Meeting

Thanks for getting back to me. Let's connect tomorrow at 1:30. Please use the call in below. Talk to you tomorrow!

Join Skype Meeting

Trouble Joining? [Try Skype Web App](#)

Join by phone

[+12483403787](#) (Dial-in Number)

Conference ID: 304380400

Jen Tucker

Community Assistance Team Specialist, Region 1 | [CATeam](#)

Community Development

Michigan Economic Development Corporation

300 N. Washington Square | Lansing, MI 48913

Mobile: 906.201.4367

tuckerj6@michigan.org

This message contains information which may be confidential and privileged. Unless you are the intended recipient (or authorized to receive this message for the intended recipient), you may not use, copy, disseminate or disclose to anyone the message or any information contained in the message. If you have received the message in error, please advise the sender by reply e-mail, and delete the message. Thank you very much.

From: Jennifer Tucker (MEDC)

Sent: Monday, April 13, 2020 5:39 PM

To: 'City Manager' <citymanager@ishpemingcity.org>; 'Elyse Bertucci' <centerdirector@gicoaseniors.org>; 'Jason L Gauthier' <jason@rg-design.co>

Subject: RE: Ishpeming SC at MSF Meeting

Hi Ishpeming,

Do you guys have time for a quick call on the latest word on project status?

I have lots of flexibility Wednesday after 1:30- Thursday before 1, if there is a time in there we could touch base for 15-30 minutes.

Let me know what works for you and I will set up a number.

Thanks, and hope you are all staying healthy!

Jen

Jen Tucker

Community Assistance Team Specialist, Region 1 | [CATeam](#)

Community Development

Michigan Economic Development Corporation

300 N. Washington Square | Lansing, MI 48913

Mobile: 906.201.4367

tuckerj6@michigan.org

This message contains information which may be confidential and privileged. Unless you are the intended recipient (or authorized to receive this message for the intended recipient), you may not use, copy, disseminate or disclose to anyone the message or any information contained in the message. If you have received the message in error, please advise the sender by reply e-mail, and delete the message. Thank you very much.

From: Jennifer Tucker (MEDC) <tuckerj6@michigan.org>

Sent: Friday, March 20, 2020 4:06 PM

To: 'City Manager' <citymanager@ishpemingcity.org>; 'Elyse Bertucci' <centerdirector@gicoaseniors.org>; 'Jason L

Gauthier' <jason@rg-design.co>

Subject: Re: Ishpeming SC at MSF Meeting

Hi all,

We have officially canceled the MSF board meeting on Tuesday, as the Governor has called for limited public meetings to the best of our ability due to the COVID 19 outbreak. We are working to meet that directive, particularly right now as the situation is changing so rapidly.

As far as when we might expect projects to be taken up that were previously on the March agenda, it sounds like the current priority lies in projects/approvals addressing urgent needs as a result of the current health emergency and those subject to statutory deadlines, at this time. I wish I had more info on what we expect as far as timeline for consideration on this project, however we have no indication that there will be MSF Board action otherwise, yet. I will absolutely keep you guys posted as I get more info, but all we can do is sit tight for the moment.

Please reach out if you have any questions or concerns at all.

Thanks,

Jen

From: Jennifer Tucker (MEDC)

Sent: Thursday, March 19, 2020 10:47 AM

To: 'City Manager' <citymanager@ishpemingcity.org>; 'Elyse Bertucci' <centerdirector@gicoaseniors.org>; 'Jason L Gauthier' <jason@rg-design.co>

Subject: Ishpeming SC at MSF Meeting

Hi Ishpeming,

I wanted to provide you with an update on the March MSF meeting, with more to come later today.

It appears that there will not be a meeting in Lansing on Tuesday, so please update your travel plans accordingly. I should have more directions later, but wanted to keep you posted on that immediately.

Thanks,

Jen

Jen Tucker

Community Assistance Team Specialist, Region 1 | [CATeam](#)

Community Development

Michigan Economic Development Corporation

300 N. Washington Square | Lansing, MI 48913

MERS Defined Contribution Plan Adoption Agreement



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersofmich.com

The Employer, a participating municipality or court within the state of Michigan that has adopted MERS coverage, hereby establishes the following Defined Contribution Plan provided by MERS of Michigan, as authorized by 1996 PA 220 in accordance with the MERS Plan Document.

I. Employer Name City of Ishpeming Municipality #: 5204

II. Effective Date

Check one:

A. ☒ If this is the **initial** Adoption Agreement for this group, the effective date shall be the first day of January 1, 2020.

☐ This municipality or division is new to MERS, so vesting credit prior to the **initial** MERS effective date by each eligible employee shall be credited as follows (choose one):

☐ Vesting credit from date of hire ☐ No vesting credit

☒ This division is for new hires, rehires, and transfers of current Defined Benefit* division # 01, 10, & 11 and/or current Hybrid division # _____

Closing this division will change future invoices to a flat dollar amount instead of a percentage of payroll, as provided in your most recent annual actuarial valuation. (The amount may be adjusted for any benefit modifications that may have taken place since then.)

Current active (defined benefit or hybrid) employees (select one of the following and see [Plan Document](#), Section 64 for more information):

☐ Will have a one-time opportunity to convert the value of their current defined benefit from the existing defined benefit or hybrid plan into the new Defined Contribution Plan as a lump sum, or continue accruing service in the Defined Benefit. (Complete *MERS Defined Contribution Conversion Addendum*.)

☐ Will have a one-time opportunity to cease service accrual in the current plan and transfer to the new Defined Contribution plan for future service accrual, or continue accruing service in the Defined Benefit. The deadline for employees to make their election is: / /

☐ Will be required to cease service accrual in Defined Benefit and will transfer to Defined Contribution for future service accrual.

** By completing the section above, the Employer acknowledges receiving Projection Study results and understands the municipality's obligation to continue funding the liability associated with the closed Defined Benefit division.*

B. ☐ If this is an **amendment** of an existing Adoption Agreement (existing division number _____), the effective date shall be the first day of _____, 20____.

Note: You only need to mark **changes** to your plan throughout the remainder of this Agreement.

MERS Defined Contribution Plan Adoption Agreement

- C. ☐ If this is to **separate employees** from an existing *Defined Contribution division* (existing division number(s) _____) into a new division, the effective date shall be the first day of _____, 20____.
- D. ☐ If this is to **merge division(s)** _____ into division(s) _____, the effective date shall be the first of _____, 20____.

III. Eligible Employees

Only those Employees eligible for MERS membership may participate in the MERS Defined Contribution Plan. A copy of ALL employee enrollment forms must be submitted to MERS. The following groups of employees are eligible to participate:

Example: [Employees hired after 1/1/2020]

(Name of Defined Contribution division – e.g. All Full Time Employees, or General After 7/01/13)

To further define eligibility, (check all that apply):

- ☐ **Probationary periods** are allowed in one-month increments, no longer than 12 months. During this introductory period the Employer will not report or make contributions for this period, including retroactively. Service will begin after the probationary period has been satisfied. The probationary period will be _____ month(s).
- ☐ **Temporary employees** in a position normally requiring less than a total of 12 whole months of work in the position may be *excluded* from membership. These employees must be notified in writing by the participating municipality that they are excluded from membership within 10 business days of date of hire or execution of this Agreement. The temporary exclusion period will be _____ month(s).

MERS Defined Contribution Plan Adoption Agreement

IV. Provisions

1. Vesting (Check one):

- ☐ Immediate
- ☐ Cliff Vesting (fully vested after below number years of service)
☐ 1 year ☐ 2 years ☒ 3 years ☐ 4 years ☐ 5 years
- ☐ Graded Vesting
_____ % after 1 year of service
_____ % after 2 years of service
_____ % after 3 years of service (min 25%)
_____ % after 4 years of service (min 50%)
_____ % after 5 years of service (min 75%)
_____ % after 6 years of service (min 100%)

Vesting will be credited using (check one):

- ☒ Elapsed time method – Employees will be credited with one vesting year for each 12 months of continuous employment from the date of hire.
- ☐ Hours reported method – Employees will be credited with one vesting year for each calendar year in which _____ hours are worked

In the event of disability or death, an employee's (or his/her beneficiary's) entire employer contribution account shall be 100% vested, to the extent that the balance of such account has not previously been forfeited.

Normal Retirement Age (presumed to be age 60 unless otherwise specified): _____

If an employee is still employed with the municipality at the age specified here, their entire employer contribution balance will become 100% vested regardless of years of service.

2. Contributions

- a. Will be remitted according to Employer's payroll withholding which represents the actual period amounts are withheld from employee paychecks, or within the month during which amounts are withheld (check one):

- ☐ Weekly
- ☒ Bi-Weekly (every other week)
- ☐ Semi-Monthly (twice each month)
- ☐ Monthly
- ☐ Other (must specify) _____

- b. Required Employee Contribution Structure to DC (subject to Internal Revenue Code 415(c) limitations). Select one:

- ☒ Employees are required to contribute per payroll period, the percentage 5 % OR flat dollar amount \$ _____
- ☐ Employees are required to contribute within the following range for each payroll:
Percentage range from _____ % to _____ % OR
dollar amount range \$ _____ to \$ _____
- ☐ Direct Required Employee Contributions pre-tax

MERS Defined Contribution Plan Adoption Agreement

c. Employer Contributions

☒ Non-Matching Contributions

The Employer hereby elects to make contributions to the Program without regard to an employee's contribution to the Program. The Employer elects the following contribution formula (check one):

☒ **Annual Contributions:** A one-time annual contribution of \$ _____ OR
10 _____ % of compensation per employee.

☐ \$ _____ or _____ % of compensation per employee for each payroll period.

☐ Matching Contributions

The Participating Employer may make matching contributions and/or non-matching contributions into the Defined Contribution plan based on an employee's voluntary election as outlined in the *Matching Employer Contribution Addendum (MD-073)*.

- d. Post-tax voluntary employee contributions are allowable into a Defined Contribution account subject to Section 415(c) limitations of the Internal Revenue Code.

3. Compensation

Employers may designate the definition of compensation per division participating in Defined Contribution pursuant to section 49 of the MERS Plan Document (check one):

☒ All income subject to income tax reported in Box 1 of Form W-2, plus elective deferrals
(Note: this definition aligns to MERS' 457 definition of compensation)

☐ Medicare taxable wages reported in Box 5 of Form W-2

☐ Base wages, to which any of the following may be included:

☐ Longevity pay

☐ Overtime pay

☐ Shift differentials

☐ Pay for periods of absence from work by reason of vacation, holiday, and sickness

☐ Workers' compensation weekly benefits (if reported and are higher than regular earnings)

☐ A member's pre-tax contributions to a plan established under Section 125 of the IRC

☐ Transcript fees paid to a court reporter

☐ A taxable car allowance

☐ Short term or long term disability payments

☐ Payments for achievement of established annual (or similar period) performance goals

☐ Payment for attainment of educational degrees from accredited colleges, universities, or for acquisition of job-related certifications

☐ Lump sum payments attributable to the member's personal service rendered during the FAC period

☐ Other: _____

☐ Other 2: _____

NOTE: For purposes of applying the Internal Revenue Code Section 415(c) limits on annual additions, compensation shall be defined as required under that law.

MERS Defined Contribution Plan Adoption Agreement

4. **Loans:** ☐ shall be permitted ☒ shall not be permitted
If Loans are elected, please complete and attach the *MERS Defined Contribution Loan Addendum*.
5. **Rollovers** from qualified plans are permitted and the plan will account separately for pre-tax and post-tax contributions and earnings thereon.

V. Appointing MERS as the Plan Administrator

The Employer hereby agrees to the provisions of this *MERS Defined Contribution Plan Adoption Agreement* and appoints MERS as the Plan Administrator pursuant to the terms and conditions of the Plan. The Employer also agrees that in the event of any conflict between the MERS Plan Document and the MERS Defined Contribution Plan Adoption Agreement, the provisions of the Plan Document control.

VI. Modification of the terms of the Adoption Agreement

If the Employer desires to amend any of its elections contained in this Adoption Agreement, including attachments, the Governing Body or Chief Judge, by resolution or official action accepted by MERS, must adopt a new Adoption Agreement. The amendment of the new Agreement is not effective until approved by MERS.

VII. Enforcement

1. The Employer acknowledges that the Michigan Constitution of 1963, Article 9, Section 24, provides that accrued financial benefits arising under a public Employer's retirement plan are a contractual obligation of the Employer that may not be diminished or impaired.
2. The Employer agrees that, pursuant to the Michigan Constitution, its obligations to pay required contributions are contractual obligations to its employees and to MERS and may be enforced in a court of competent jurisdiction;
3. The Employer acknowledges that employee contributions (if any) and employer contributions must be submitted in accordance with the *MERS Reporting and Contribution Enforcement Policy*, the terms of which are incorporated herein by reference;
4. The Employer acknowledges that late or missed contributions will be required to be made up, including any applicable gains, pursuant to the Internal Revenue Code;
5. Should the Employer fail to make its required contribution(s) when due, MERS may implement any applicable interest charges and penalties pursuant to the *MERS Reporting and Contribution Enforcement Policy* and Plan Document Section 79, and take any appropriate legal action, including but not limited to filing a lawsuit and reporting the entity to the Treasurer of the State of Michigan in accordance with MCL 141.1544(d), Section 44 of PA 436 of 2012, as may be amended.
6. It is expressly agreed and understood as an integral and non-severable part of this Agreement that Section 43 of the Plan Document shall not apply to this Agreement and its administration or interpretation. In the event any alteration of the terms or conditions of this Agreement is made or occurs, under Section 43 or other plan provision or law, MERS and the Retirement Board, as sole trustee and fiduciary of the MERS plan and its trust reserves, and whose authority is non-delegable, shall have no obligation or duty to administer (or to have administered) the MERS Defined Contribution Plan, to authorize the transfer of any defined benefit assets to the MERS Defined Contribution Plan, or to continue administration by MERS or any third-party administrator of the MERS Defined Contribution Plan.

MERS Defined Contribution Plan Adoption Agreement

VIII. Execution

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

The foregoing Adoption Agreement is hereby approved by City of Ishpeming on
the ____ day of _____, 20____. (Name of Approving Employer)

Authorized signature: _____

Title: _____

Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: _____, 20____ Signature: _____
(Authorized MERS Signatory)

16

Resolution Adopting the MERS Defined Contribution Plan



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersofmich.com

This Resolution is entered into under the provisions of 1996 PA 220 and the Municipal Employees' Retirement System of Michigan ("MERS") Plan Document, as each may be amended.

WHEREAS, the participating entity desires to adopt the MERS Defined Contribution Plan for its designated employees;

WHEREAS, the participating entity has furnished MERS with required data regarding each eligible employee and retiree;

WHEREAS, as a condition of MERS membership, and pursuant to the MERS Retirement Board's power as plan administrator and trustee under Plan Document Section 71 and MCL 38.1536, as each may be amended, it is appropriate and necessary to enter into a binding agreement providing for the administration of the Defined Contribution Plan, the reporting of wages, and the payment of the required contributions of a participating entity and withholding of employee contributions; now, therefore,

IT IS HEREBY RESOLVED:

On behalf of the participating entity, the governing body of
City of Ishpeming _____ adopts the MERS Defined
Contribution Plan in accordance with Plan Section 4 for its eligible employees as described
in the MERS Defined Contribution Adoption Agreement, subject to the MERS Plan
Document and as authorized by 1996 PA 220, as both may be amended;

I hereby certify that the above is a true copy of the Defined Contribution Resolution adopted at the official meeting held by the governing body of this municipality:

Dated: _____, 20____. _____
(Signature of Authorized Official)

Printed name: _____
(Authorized Official - printed)

This Resolution shall have no legal effect under the MERS Plan Document until a certified copy of this adopting Resolution is filed with MERS, MERS determines that all necessary requirements under the Plan Document, the Adoption Agreement, and this Resolution have been met, and MERS certifies the Resolution below.

Received and Approved by the Municipal Employees' Retirement System of Michigan:

Dated: _____, 20____. _____
(Signature of Authorized MERS Representative)

17

Cathy Smith

From: City Manager
Sent: Wednesday, April 29, 2020 3:17 PM
To: brenda@universalproonline.com
Cc: Cathy Smith
Subject: RE: ARTWORK AND PRICING: New Coin upc-353

Brenda,

I just wanted to let you know that we have received our "Proof" Coin today.

WOW! This turned out GREAT!

We have a city Council meeting on Wednesday, May 6, 2020. I will present the proof and request the funding to move forward on our purchase. I think the Council is going to be very excited.

Thanks!

Craig H. Cugini
City Manager
City of Ishpeming
100 E. Division Street
Ishpeming, MI 49849
906-485-1091, ext 204
citymanager@ishpemingcity.org

From: brenda@universalproonline.com <brenda@universalproonline.com>
Sent: Monday, February 17, 2020 8:30 AM
To: City Manager <citymanager@ishpemingcity.org>
Subject: ARTWORK AND PRICING: New Coin upc-353
Importance: High

Good morning,

Thank you for your patience and support, please see your City Custom Coin artwork attached! This coin is a die-struck 2.25" Antique silver Nickel medallion with full color hard enamel. Pricing will be 8.25 per coin, plus a one-time setup fee in the amount of 350.00; total for 100 QTY would be 1175.00 with delivery included, and there is no tax.

One thing we could possibly change is to a red white and blue star at bottom of outer ring on the back; we could also split the text on back to be some on top and some on bottom. Any feedback on this in particular?

I know this will turn out to be a beautiful looking coin, looking forward to your reply!

Thank you,

Brenda
703 597 1288

From: brenda@universalproonline.com <brenda@universalproonline.com>
Sent: Wednesday, February 12, 2020 5:18 PM
To: 'City Manager' <citymanager@ishpemingcity.org>
Subject: FOLLOW UP: New Coin
Importance: High

Good afternoon,

Thanks so much for reaching out!! This is a great vision for the coins, and a really beautiful city by what I see online! I just spoke with my artist and he is going to get a proof put together for you to review and I should be able to email the artwork and pricing to you by Monday at the very latest. This is a wonderful idea for the City and will look really sharp on an oval shaped coin.

Looking forward to working together on this!! Please call or email me anytime if anything comes up in the meantime!

Thank you,

Brenda
703 597 1288

From: City Manager <citymanager@ishpemingcity.org>
Sent: Wednesday, February 12, 2020 4:31 PM
To: brenda@universalproonline.com
Subject: New Coin

Brenda,

Got your email from my former executive admin (Durae Willey). I have moved and would like to start designing a coin for my City.

Attached is the logo we use. I'm thinking of something oval to match. Have a tag line "The community of Choice" (TOP) "in Marquette County" (Bottom)

Would also like to incorporate a state of Michigan (or at least the upper peninsula) with a star signifying our location.

Like a nice size coin (equivalent to 2" or 2.5" round)

Cut edges

Black frame with silver lettering for tag line

Logo (attached for front with tag line)

State on back with "City of Ishpeming" (Top); "Manager's Coin for Excellence" (bottom)

Please let me know how to proceed from vision to execution,

Thanks,

Craig H. Cugini
City Manager
City of Ishpeming
100 E. Division Street
Ishpeming, MI 49849
906-485-1091, ext 204



MSU Extension MSU Extension Citizen Planner Program

Ask an Expert (<https://www.canr.msu.edu/outreach/ask-an-expert>)

The Michigan State University Extension Citizen Planner Program offers land use education for locally appointed and elected planning officials and interested residents throughout Michigan. This non-credit course leads to a certificate of completion awarded by MSU Extension. Advanced training through the Master Citizen Planner (MCP) credential is also available. The Citizen Planner Program is offered in a classroom or via video conference setting, or through a convenient self-paced opportunity called Citizen Planner Online.

Citizen Planner Classroom Program

The Citizen Planner Classroom Program is a six-week course offered in a classroom setting or through video conferencing. Participants earn the certificate by successfully completing all six sessions. Courses are held during consecutive weeks at a local facility or via computer-based video conference at your home or office. Each three-hour session includes lectures and hands-on learning exercises. The six sessions provide the fundamentals on roles, responsibilities and best practices for planning and zoning in Michigan, including:

1. **Understanding the Planning and Zoning Context:** Learn the legal sources and limitations of planning and zoning authority and explore your understanding of ethical decision-making.
2. **Planning for the Future of Your Community:** Recognize the function and importance of a master plan, know the process for developing one and its relationship to zoning.
3. **Implementing the Plan with Zoning:** Discover the importance of zoning, learn how zoning is administered and gain confidence in your zoning reviews, including site plans.
4. **Making Zoning Decisions:** Learn how to adopt and amend a zoning ordinance, understand the role of the zoning board of appeals and obtain skills in basic property development methods.
5. **Using Innovative Planning and Zoning:** Strategize with placemaking and design-based solutions for local and regional success in the New Economy.
6. **Successfully Fulfilling Your Role:** Strengthen your ethical decision-making skills, apply standards to your decision-making and know when to ask for help.

Master Citizen Planner Credential

Participants who complete the Citizen Planner Classroom Program or Citizen Planner Online are eligible to earn the Master Citizen Planner (MCP) credential. In addition to completing the course, the MCP credential requires passage of an online exam, capstone presentation and meeting annual continuing education requirements.

Master Citizen Planners may receive incentives, such as course discounts, exclusive training opportunities and scholarships for annual conferences and regional training offered by partnering organizations. The MCP designation is an achievement recognized as the standard of excellence among planning officials and community leaders in Michigan.

[Learn more about Master Citizen Planner.](#)

Citizen Planner Advanced Academy

The Citizen Planner Advanced Academy is an annual training opportunity developed for Master Citizen Planners. Offered each year in early June, the Advanced Academy includes instruction on the latest developments within the discipline of planning and zoning, plus emerging land use hot topics statewide. While the program is tailored to MCPs, it is open to all.

Citizen Planner Impacts

Read about the history of the Citizen Planner Program, including stories about program impacts and details on a long-term evaluation in the [Planning & Zoning News](#), an Extension bulletin - [Measuring Impacts Using Ripple Effect Mapping and Survey Evaluation Techniques](#) and in the [Journal of Extension - Transforming the Knowledge Gap for Local Planning Officials: Impacts of Continuing Education in a Master Citizen Planner Program.](#)

Contact

To learn more about the Citizen Planner Program, contact:

Citizen Planner Program
Michigan State University Extension
Justin S. Morrill Hall of Agriculture (NEW ADDRESS)
446 West Circle Drive, Room 11
East Lansing, MI 48824
Phone: 517-353-6472
Fax: 517-432-1048
cplanner@msu.edu

Bulk Enrollment Registration Instructions:

Citizen Planner Online Course

In order to register a participant in the Citizen Planner Online course both **you** and **the person you are registering** must create an account (Community ID) and password prior to registration. Follow the steps below to register a participant.

STEP #1: Ask **THE PERSON YOU ARE REGISTERING** to Create a Community ID and Password

1. Contact the person you are registering and ask them to create an account in our system. You can share with them the following web page with step-by-step instructions: [How to Create and Activate Your Account](#). They must create and activate their account in order for you to register them.

STEP #2: Create **YOUR OWN** Community ID and Set Your Password

You will need to create an account and set a password in order to login to the registration system and enroll participants.

1. Go to <https://community.idm.msu.edu/selfservice/>.
2. Select the **Create Your Account Here** link.

3. Enter your name and email. Type in the **Captcha** text and select the button to **Create my account**.

4. You will receive an email from a sender called **Community ID**. In this email you will find a link which will allow you to set your password. Make sure to remember your password in order to make future purchases.

***Please note:** If you need to reset your password at any time go to <https://community.idm.msu.edu/selfservice/>.
Towards the bottom of the page click on the **Click here to reset your password** link.

STEP #3: Register a Participant in the Citizen Planner Online Course

Once you have created your account and set your password, follow these instructions to register a participant:

1. Go to [Citizen Planner Online Registration](#).
2. Login with your **Community ID (your email address)** and your password as shown below.

The image shows a login page for MSU NetID. At the top, there is a lock icon and the text "SIGN IN". Below this, there are three main input fields: "MSU NETID", "PASSWORD", and "AUTHENTICATOR". The "MSU NETID" field contains the email address "d2lgwynshelle@gmail.com". The "PASSWORD" field is masked with dots. The "AUTHENTICATOR" field has a dropdown menu showing "MSU Net". Below these fields is a "SIGN IN" button. To the right of the login form, there is a yellow box with instructions: "An active MSU NetID or Community ID is required", "A login is required to complete your course registration.", "If you do not have an MSU NetID, you must create a Community ID before continuing.", "If you already have a Community ID, enter your full email address in the MSU NETID field", and "To create a Community ID or reset your Community ID password, please visit <https://community.idm.msu.edu/selfservice/>". Below the login form, there is a link for "Forgot Password?". At the bottom, there is a section titled "DO YOU NEED HELP?" with a link for "Help & Support". Three numbered red circles (1, 2, 3) are placed next to the "MSU NETID", "PASSWORD", and "SIGN IN" button respectively. Red callout boxes with white text provide instructions for each step: "1. Enter your email address in the MSU NETID field", "2. Enter the password you set when registering for the course", and "3. Click the SIGN IN button". A fourth callout box points to the "Forgot Password?" link with the text: "If you are a Community ID user do not use this link for resetting your password - this is for MSU staff/students only".

1 MSU NETID
d2lgwynshelle@gmail.com

2 PASSWORD
.....

AUTHENTICATOR MSU Net ▼

3 SIGN IN

[Forgot Password?](#)

DO YOU NEED HELP?
[Help & Support](#)

An active MSU NetID or Community ID is required
A login is required to complete your course registration.
If you do not have an MSU NetID, you must create a Community ID before continuing.
If you already have a Community ID, enter your full email address in the MSU NETID field
To create a Community ID or reset your Community ID password, please visit <https://community.idm.msu.edu/selfservice/>.

1. Enter your email address in the MSU NETID field

2. Enter the password you set when registering for the course

3. Click the SIGN IN button

If you are a Community ID user do not use this link for resetting your password - this is for MSU staff/students only

3. Follow the instructions to **register a participant** and **pay for the course**. The participant(s) must create their Community ID account and set a password in order to receive access to the course.

If you have any technical problems please call the **Michigan State University Help Desk**. They are available 24/7 at reachout@msu.edu or 1-800-500-1554.

How the 2020 Census will invite everyone to respond



Every household will have the option of responding online, by mail, or by phone.

Nearly every household will receive an invitation to participate in the 2020 Census from either a postal worker or a census worker.



95% of households will receive their census invitation in the mail.



Almost 5% of households will receive their census invitation when a census taker drops it off. In these areas, the majority of households may not receive mail at their home's physical location (like households that use PO boxes or areas recently affected by natural disasters).



Less than 1% of households will be counted in person by a census taker, instead of being invited to respond on their own. We do this in very remote areas like parts of northern Maine, remote Alaska, and in select American Indian areas that ask to be counted in person.

Note: We have special procedures to count people who don't live in households, such as students living in university housing or people experiencing homelessness.

Why We Ask

The 2020 Census is easy. The questions are simple.

The census asks questions that provide a snapshot of the nation. Census results affect your voice in government, how much funding your community receives, and how your community plans for the future.

When you fill out the census, you help:

- Determine how many seats your state gets in Congress.
- Guide how more than \$675 billion in federal funding is distributed to states and communities each year.
- Create jobs, provide housing, prepare for emergencies, and build schools, roads and hospitals.

POPULATION COUNT (NUMBER OF PEOPLE LIVING OR STAYING)

We ask this question to collect an accurate count of the number of people at each address on Census Day, April 1, 2020. Each decade, census results determine how many seats your state gets in Congress. State and local officials use census counts to draw boundaries for districts like congressional districts, state legislative districts, and school districts.

ANY ADDITIONAL PEOPLE LIVING OR STAYING

Our goal is to count people once, only once, and in the right place according to where they live on Census Day. Keeping this goal in mind, we ask this question to ensure that everyone living at an address is counted.

OWNER/RENTER

We ask about whether a home is owned or rented to create statistics about



homeownership and renters. Homeownership rates serve as an indicator of the nation's economy and help in administering housing programs and informing planning decisions.

PHONE NUMBER

We ask for a phone number in case we need to contact you. We will never share your number and will only contact you if needed for official Census Bureau business.

Revised July 2019

Connect with us
@uscensusbureau

2020CENSUS.GOV

**Shape
your future
START HERE >**

United States
**Census
2020**

50 WAYS CENSUS DATA ARE USED

- Decision making at all levels of government.
- Drawing federal, state, and local legislative districts.
- Attracting new businesses to state and local areas.
- Distributing over \$675 billion annually in federal funds and even more in state funds.
- Forecasting future transportation needs for all segments of the population.
- Planning for hospitals, nursing homes, clinics, and the location of other health services.
- Forecasting future housing needs for all segments of the population.
- Directing funds for services for people in poverty.
- Designing public safety strategies.
- Development of rural areas.
- Analyzing local trends.
- Estimating the number of people displaced by natural disasters.
- Developing assistance programs for American Indians and Alaska Natives.
- Creating maps to speed emergency services to households in need of assistance.
- Delivering goods and services to local markets.
- Designing facilities for people with disabilities, the elderly, or children.
- Planning future government services.
- Planning investments and evaluating financial risk.
- Publishing economic and statistical reports about the United States and its people.
- Facilitating scientific research.
- Developing "intelligent" maps for government and business.
- Providing proof of age, relationship, or residence certificates provided by the Census Bureau.
- Distributing medical research.
- Reapportioning seats in the House of Representatives.
- Planning and researching for media as backup for news stories.
- Drawing school district boundaries.
- Planning budgets for government at all levels.
- Spotting trends in the economic well-being of the nation.
- Planning for public transportation services.
- Planning health and educational services for people with disabilities.
- Establishing fair market rents and enforcing fair lending practices.
- Directing services to children and adults with limited English-language proficiency.
- Planning urban land use.
- Planning outreach strategies.
- Understanding labor supply.
- Assessing the potential for spread of communicable diseases.
- Making business decisions.
- Understanding consumer needs.
- Planning for faith-based organizations.
- Locating factory sites and distribution centers.
- Distributing catalogs and developing direct mail pieces.
- Setting a standard for creating both public and private sector surveys.
- Evaluating programs in different geographic areas.
- Providing genealogical research.
- Planning for school projects.
- Developing adult education programs.
- Researching historical subject areas.
- Determining areas eligible for housing assistance and rehabilitation loans.