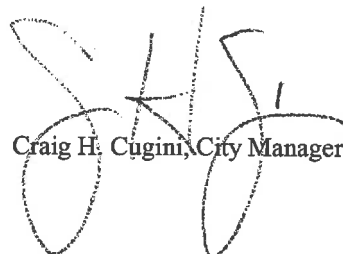


ISHPEMING CITY COUNCIL
Organizational Meeting
Wednesday, December 9, 2020 at 7:00 p.m.
Ishpeming City Hall Conference Room, 100 E. Division Street, Ishpeming MI
City Hall Telephone Number: (906) 485-1091

1. Call to Order
2. Roll Call
3. Public Comment (*limit 5 minutes per person*)
4. Approval of Agenda
5. Agenda Comment (*limit 3 minutes per person*)
6. Consent Agenda
 - a. Minutes of Previous Meeting (November 11th, 18th, and 30th)
 - b. Approval of Disbursements
 - c. Declare 33 Library Items (books and DVDs) as surplus property
7. Monthly Financial Statement Report
8. 2020 Budget Amendment: Keweenaw Bay Indian Community 2% distribution to Fire Department
9. City Council Committee Appointments by Mayor
10. Vacation of property located on Park Street
11. Special Event Applications
 - a. Northern Michigan University Ski Races: December 12th OR 13th and January 30th and 31st
 - b. Noquemanon Ski Marathon: January 23rd and 24th
12. 2021 City Health Insurance Coverage
13. TextMyGov Communication Services
14. Fleet Management and Work Order Software
15. Potential Short-term Contract Services (*Engineer/Planner*)
16. Assessing Services
 - a. Marquette County Inter-Local Agreement for County Designated Assessor
 - b. Agreement with Marquette County for providing assessing services
17. COVID Discussion
 - a. COVID Employee Policy Review
 - b. Tube Slide Operations for Winter of 2020-2021
18. Reschedule January 2021 Council meeting from January 6th to January 13th
19. Old Business
20. New Business
21. Public Comment (*limit 3 minutes per person*)
22. Mayor and Council Reports
23. Manager's Report
24. Attorney's Report
25. Closed Session pursuant to MCL Section 15.268(c) to consider strategy and negotiations connected with a collective bargaining agreement
26. Adjournment


Craig H. Cugini, City Manager



GC

MEMO

TO: City Manager & City Council
FROM: Jesse Shirtz, Library Director
DATE: 2 December 2020
RE: Items to be declared surplus

The Library has 33 items (books & dvds) to be declared surplus property. An itemized list is attached.

Thank you,
Jesse Shirtz

7

CITY OF ISHPEMING
Monthly Financial Report

Period Ending 11/30/2020

List of Funds	
Fund 101 - General Fund	Fund 401 - Public Improvement Fund
Fund 202 - Major Street Fund	Fund 472 - Construction Fund - CDBG
Fund 203 - Local Street Fund	Fund 590 - Sewer Fund
Fund 206 - Fire Fund	Fund 591 - Water Fund
Fund 211 - Firefighter Longevity	Fund 661 - Motor Pool Equipment Fund
Fund 220 - Lake Bancroft Fund	Fund 701 - Trust & Agency
Fund 226 - Garbage Fund	Fund 703 - Tax Collection
Fund 247 - Building Authority	Fund 711 - Cemetery Perpetual Care
Fund 248 - DDA	Fund 712 - Cemetery Care Fund
Fund 268 - Library Special Fund	Fund 732 - Act 345 Police/Fire Pension
Fund 271 - Library State Aid	

Pooled Cash by Fund		
101-General Fund	101-000-009.000	\$ 1,172,796.55
202-Major Street	202-000-009.000	644,999.62
203-Local Street	203-000-009.000	100,033.57
206-Fire	206-000-009.000	67,631.42
211-Firefighter Longevity	211-000-009.000	225,884.86
220-Lake Bancroft	220-000-009.000	(232,102.71)
226-Garbage	226-000-009.000	137,115.22
247-Building Authority	247-000-009.000	(139,379.99)
248-DDA	248-000-009.000	184,834.86
268-Library Special Fund	268-000-009.000	48,288.59
271-Library State Aid	271-000-009.000	(5,281.49)
401-Public Improvement	401-000-009.000	503,805.57
472-Construction Fund-CDBG	472-000-009.000	(256,266.73)
590-Sewer	590-000-009.000	1,493,940.67
591-Water	591-000-009.000	1,367,042.88
661-Motor Pool	661-000-009.000	536,387.49
Total Pooled Cash		\$ 5,849,730.38

Please note the following is a summary for the Finance Director to read from during the meeting. The full financial statements are attached.

	101 General Fund	202 Major St	203 Local St	226 Garbage	401 Public Imp	590 Sewer	591 Water
Share Pooled Cash	\$ 1,172,796.55	\$ 644,999.62	\$ 100,033.57	\$ 137,115.22	\$ 503,805.57	\$ 1,493,940.67	\$ 1,367,042.88
Revenues	2,620,822.65	611,042.01	271,725.78	692,947.23	546,808.39	1,360,670.78	2,204,014.92
Expenses	2,555,013.95	364,971.17	438,836.35	668,772.94	340,974.28	1,040,587.45	1,175,368.23
Net Income(Loss)	65,808.70	246,070.84	(167,110.57)	24,174.29	205,834.11	320,083.33	1,028,646.69
Fund Balance:							
Non-spendable	102,131.19	-	-	-	-	-	-
Restricted	-	644,999.62	100,262.41	-	503,805.57	-	-
Committed	33,960.00	-	-	-	-	-	-
Assigned	-	-	-	235,134.85	-	-	-
Unassigned	827,467.23	-	-	-	-	-	-
Inv in Capital Assets	-	-	-	-	-	9,161,216.01	8,395,971.37
Restrictd for Debt	-	-	-	-	-	-	774,407.00
Unrestricted	-	-	-	-	-	841,014.85	(298,140.07)
Total Fund Balance	\$ 963,558.42	\$ 644,999.62	\$ 100,262.41	\$ 235,134.85	\$ 503,805.57	\$ 10,002,230.86	\$ 8,872,238.30

Notes:

1. All fringe benefits are paid from the General Fund and then allocated back to other funds based on a fringe benefit rate on a quarterly basis. The 3rd Quarter 2020 has been recorded.
2. - Depreciation expense has been recorded in the Sewer, Water, and Motor Pool Funds through February 2020.
3. State revenue sharing in the General Fund has been recorded through August 2020.
Paid by the state in 2-month increments with a 2-month lag.

KEWEENAW BAY INDIAN COMMUNITY

8

2020 TRIBAL COUNCIL

WARREN C. SWARTZ, JR., President
GARY F. LOONSFOOT, JR., Vice President
KIM KLOPSTEIN, Secretary
TONI J. MINTON, Assistant Secretary
DOREEN G. BLAKER, Treasurer

Keweenaw Bay Tribal Center
16429 Beartown Road
Baraga, Michigan 49908
Phone (906) 353-6623
Fax (906) 353-7540

ROBERT "R.D." CURTIS, JR.
EDDY EDWARDS
DALE F. GOODREAU
RANDALL R. HAATAJA
SUSAN J. LAFFERNIER
RODNEY LOONSFOOT
DON MESSER

November 24, 2020

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

Dear Mr. Cugini;

Please accept, on behalf of the Keweenaw Bay Indian Community, the enclosed check in the amount of \$5,000.00. This payment is part of the 2% distribution from our Marquette Ojibwa II Casino and it is requested that it be allocated to the Ishpeming Volunteer Fire Department.

If you have any questions please feel free to contact me at 906-353-6623.

Sincerely,



Warren C. Swartz, Jr.
President

cc: David Neuffer, Assistant Fire Chief
File

/pll

CITY OF ISHPERING

NOV 30 2020

RECEIVED

LAKE SUPERIOR BAND OF CHIPPEWA INDIANS

"Home of the Midnight Two-Step Championship"

11(a)

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 Northern Michigan University Phone 906-458-0459
Organization Address 1401 Presque Isle Ave. Mt. MI 49655
Organization's Agent Sten Fjeldheim Phone 906-458-0459
Agent's Title Head Ski Coach
Agent's Address 1401 Presque Isle Ave.
Event Name NMU SKI RACES
Event purpose SKI RACES
Cancelled Sat Dec 12th
Event Dates December 12th SATURDAY only SATURDAY SAT + SUN
+ 6th December 13th and 30th + 31st
Event Times December (5th + 6th) 11:00 to 1:00 pm JAN 30 + 31 9AM - 3:00 PM
Event Location ALQUAAL ski Trails

1. Type of Event: university ski RACE

- ☐ City Operated Event ☐ Co-Sponsored Event
☐ Other Non-Profit Event ☐ Other For-Profit Event
☐ Political or Ballot Issue Event

7/21/2015

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

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

Normal Event Schedule _____

Next year's Specific Dates: TBD

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

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

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

6. Other Requests: Grooming, we work well with your
P+R personnel Tim Delangelo + STAFF

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.

Exhibit BINDEMNIFICATION AND INSURANCE AGREEMENT

The Northern Michigan University agree(s) to defend, indemnify and hold harmless the City of Ishpeming, from any claim/demand, suit, loss, cost of expense or any damage which may be asserted, claimed or recovered against or from the SKI RACES by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the performance of this contract and regardless of which claim, demand, damage, loss, cost of expense is caused in whole or in part by the negligence of the City of Ishpeming or by third parties, or by the agents, servants, employees or factors of any of them.

It is further understood and agreed that the City of Ishpeming, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers shall be an Additional insured on the organization's liability insurance policy. It is further understood and agreed that by naming the City of Ishpeming as an additional insured, coverage afforded is considered to be primary and any other insurance the City of Ishpeming may have in effect shall be considered secondary and/or excess.

It is further understood and agreed that the organization's liability insurance policy shall be Comprehensive General Liability including contractual coverage with limits in an amount of at least One Million (\$1,000,000) Dollars per occurrence, One Million (\$1,000,000) Dollars aggregate bodily injury and One Million (\$1,000,000) Dollars aggregate property damage or One Million (\$1,000,000) Dollars Combined Single Limit.

It is further understood and agreed that the Certificate of Insurance shall be delivered to the City of Ishpeming, Office of the City Manager, at least forty-five (45) days prior to the scheduled event. In the event that the organization fails to comply with this requirement, the City of Ishpeming will take reasonable steps as may be necessary to advise the organization and the general public that the event will not occur.

Signature: [Signature]
Date: 11/16/2020
Witness: [Signature]

7/21/2015

Policy #406

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.

11/16/2020
Date

St. Paul
Signature of Organization's Agent

Please call my cell # if you
have questions, Thank you

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

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

CITY OF ISHPEMING
SPECIAL EVENT APPLICATION

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

Organization's

Name NTN-NOQUEMANON SKI MARATHONPhone 906.869.4054Organization Address P.O. Box 746Organization's Agent NICOLE DEWALO SWENSONPhone " "Agent's Title RACE COORDINATORAgent's Address P.O. Box 746, MQT. MIEvent Name NOQUEMANON SKI MARATHONEvent purpose JR. NOQUE, 5K, 3K, 1K - 12K CLASSIC/FS RACES -
SNOWSHOE 10K & 5K & A SKI JOUR.Event Dates SAT. JAN 23RD & SUN. JAN 24thEvent Times 9 AM - 3 PMEvent Location ALQUAAL RECREATION CENTER

1. Type of Event:

☐ City Operated Event☐ Co-Sponsored Event☒ Other Non-Profit Event☐ Other For-Profit Event☐ Political or Ballot Issue Event

CITY OF ISHPEMING

NOV 09 2020

RECEIVED

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 4th WEEKEND OF JANUARY
 Next year's Specific Dates: JAN. 22ND & 2RD, 2022

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]

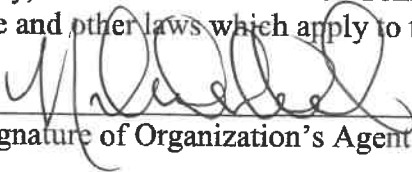
6. Other Requests: _____

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.

11.4.2020
Date



Signature of Organization's Agent

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

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

Al Quaal**Saturday Jan 23rd**

9:00AM	5K Classic Wave 1	30	Olympic Trial Loop?
9:05AM	5K Classic Wave 2	30	Olympic Trial Loop?
9:15AM	5K Classic Wave 3	30	<i>if needed</i>
10:00AM	3K Classic Wave 1	30	Baby Lake Trail Loop +?
10:05AM	3K Classic Wave 2	30	Baby Lake Trail Loop +?
10:10AM	3K Classic Wave 3	30	<i>if needed</i>
11:00AM	1K Classic Wave 1	30	School Trail?
11:05AM	1K Classic Wave 2	30	School Trail?
11:10AM	1K Classic Wave 3	30	<i>if needed</i>
1:00PM	12K Classic Wave 1	30	Teal Lake Trail + Olympic Trail
1:05PM	12K Classic Wave 2	30	Teal Lake Trail + Olympic Trail
1:10PM	12K Classic Wave 3	30	<i>if needed</i>
2:00PM	12K Freestyle Wave 1	30	Teal Lake Trail + Olympic Trail
2:05PM	12K Freestyle Wave 2	30	Teal Lake Trail + Olympic Trail
2:10PM	12K Freestyle Wave 3	30	<i>if needed</i>

Sunday Jan 24th

11:00AM	10K Snowshoe	Teal Lake Trail + Olympic Trail ?
12:00AM	5K Snowshoe	Olympic Trail Loop ?
3:00PM	Ski-jour	?

TextMyGov

TextMyGov
P.O. Box 3784
Logan, Utah 84323
435-755-5126

Partnership Proposal

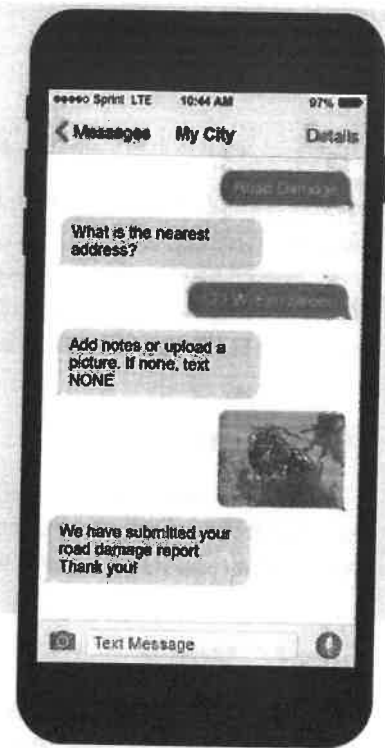
Introducing TextMyGov

TextMyGov was developed to open lines of communication with local government agencies and citizens. The system works 24 hours a day and easily connects with your website and other communication methods.

Using the regular messaging app on any smartphone, the smart texting technology allows the citizen to ask questions and get immediate responses, find links to information on the agency's website, address problems, report any issues and upload photos.

According to the Pew Research Center, **97% of smartphone owners text regularly.**

The technology analysts at Compuware reported **that 80 to 90% of all downloaded apps are only used once and then eventually deleted** by users.



TextMyGov Solutions:

Communicate, Engage, Boost Website Traffic, Track, and Work



Communicate

TextMyGov uses smart texting technology to communicate with citizens. Local government agencies can answer questions, send links to their website, and provide details on garbage pickup, utility payments, city news, events, office hours, just to name a few.



Engage

TextMyGov uses smart texting technology to engage with citizens. Citizens can easily report issues to any department, such as potholes, drainage problems, tall grass, junk cars. The issue reporting function can be customized for each department and their most commonly reported items. Agencies can engage citizens and ask specific guided questions regarding location, address, street name, and more. If your goal is to engage with citizens and get smart valuable data- You need TextMyGov.



Boost Website Traffic

TextMyGov uses smart texting technology to maximize a cities website. Citizens can text in keywords like festival, parking, ticketing, meeting, sporting event, etc. The smart texting technology can answer the question or send a link from the city's website with additional information. Local government agencies spend thousands of dollars each year on their website. TextMyGov is the best way to benefit from that investment. If your goal is to benefit from your website investment- You need TextMyGov.



Track

TextMyGov uses smart texting technology to track and record all the information that is sent in. Agencies can track the cell phone number, date, and time of every request. If your agency wants to be compliant with FOIA- You need TextMyGov.



Work

Smart texting uses detailed information to track a citizen's request or create a work order. Work orders and requests can be generated and completed. Smart texting allows you to easily collect information like name, location, street address, and allows the user to upload a photo. If your agency wants to track real requests and real work orders submitted by a real cell phone number- You need TextMyGov.

Implementation

Getting Started

After the execution of the basic service agreement, a project manager will be assigned to assist the client through implementation. A local phone number will be obtained for use with TextMyGov.

Configuration

The project manager will work with the client to customize interactive responses, create automation flows, and keyword lists. Training will be provided on how to quickly create and edit data.

Media Kit

Advertising materials will be provided to the client, including an infographic for the website and downloadable flyer for social media and other communication methods used by the agency.

Unlimited Training and Support

After initial implementation and training, unlimited on-going support is included. Our experts are available M-F 6am-5pm MST.

Subscription Cost Breakdown

This quote represents a subscription to TextMyGov with an annual reoccurring charge for a period of two years. The agreement is set to automatically renew on the date of this agreement, after year two. See below for package price and other details.

Terms and conditions can be printed and attached as Exhibit A or viewed at www.TextMyGov.com/terms

Prepared for:

Ishpeming
100 E Division Street, Ishpeming, MI 49849
Craig Cugini (citymanager@ishpemingcity.org)

Prepared by:

Drake Russell
Account Executive
P.O. Box 3784
Logan, UT 84323

Package	Package Price	Billing
TextMyGov Package includes: • TextMyGov Web-Based Software • Local Phone Number • Short Code Number (for outgoing messages) • Unlimited Users • Unlimited Departments • Unlimited Support for Every User • 25,000 Text Messages per year • 10 GB Managed online data storage • Additional text messages can be purchased for: (\$750 for 100,000), (\$550 for 50,000), (\$300 for 25,000)	\$2,400	Annual
Implementation/Setup Fee	\$500	One Time
Total (First Year):	\$2,900	First Year
Total (Ongoing):	\$2,400	Annual

Notes:

1. This is a two-year contract. After the initial two years, the contract can be canceled by providing 60-day written notice.
2. After the initial two-year contract, the agreement will revert to a year to year.
3. Customer is required to put Text My Gov widget on the Agencies Web Home page.

Agreement Confirmation

Implementation Team Information

Name:

Title:

Email:

Office Phone:

Cell Phone (Required):

Implementation Team Information

Name:

Title:

Email:

Office Phone:

Cell Phone (Required):

Billing Information

Billing Contact Name:

Title:

Email:

Office Phone:

Address:

Agreement Signature

Name:

Title:

Date (Subscription Start):

Signature:

Prepared For:

Ishpeming, MI

Monday, November 23, 2020

Prepared By:

Jerry Ketoff

jerry@pubworks.com 563.581.2488

PO Box 6502 Snowmass Village, CO 81615



PubWorks was established in 1997.
Software specifically designed for Public Works Departments
across the US and Canada.

Asset Management | Job Costing Core

**Fleet
Maintenance**

Mobile

**Work
Orders**

MapView

**Service
Requests**

November 23, 2020

City of Ishpeming, MI
Mr. Craig Cugini
City Administrator
100 E. Division St
Ishpeming, MI 49849

Dear Craig,

I am grateful for the time you and Pat invested with me recently. I enjoyed learning more about your operation and am pleased you believe **PubWorks** is an ideal fit for your operation. Per your request, it is my privilege to submit this pricing proposal for your review. Below is a summary of just a few of the key benefits you felt would be extremely valuable to your operation, in implementing **PubWorks**.

1. Unique combination of ease-of-use, comprehensive functionality and affordability offers a value proposition that is very difficult to surpass.
2. Ability to set up, track and report on projects such as Snowstorms, FEMA events, disaster recovery and any other event where many resources are expended.
3. Ability to staff or administration to easily document, track and manage all service requests/work orders, with crews being able to see what is assigned to them without having to wait for foreman to assign.
4. Tracking all aspects of equipment and vehicle maintenance, including the ability to communicate with a fueling system, should the City purchase one in the future.
5. Hundreds of reports which can be generated within seconds, allowing administration and council to make more informed decisions or have justification for decisions.

Based on my assessment of your needs, I am recommending you start slowly "in the shallow end" with the following three modules: 1.) Asset Management/Core; 2.) Service Requests; 3.) Fleet Maintenance.

As the transition matures a bit and staff becomes familiar with the software and any new processes, it may make sense to discuss additional modules. I don't believe that to be the best decision now though, as you want the transition to be manageable without staff becoming overwhelmed.

As a next step, I let's schedule a quick call to review this information and discuss the next steps. Thank you again to you and Pat for your time. Our team is looking forward to working with you on this exciting project and are hopeful to start quickly. May you have a blessed Thanksgiving.

Respectfully,

Jerry Ketoff

563.581.2488

Pricing and Licensing

PubWorks is sold as a perpetual site license exclusively for Ishpeming, MI, its divisions, and employees, **placing no limits** on the number of users or PCs on which the software is installed.

Charge Description	Quantity	Rate	Total
Asset Management/Job Costing Core	1	\$ 5,625	\$ 5,625
Service Requests Module (Reactive Maintenance)	1	\$ 1,750	\$ 1,750
Fleet Maintenance Module	1	\$ 2,500	\$ 2,500
Software Total			\$ 9,875
Basic Installation, Configuration & Data Conversion ²	<8 Hours	\$ 125/Hour	Included
Onsite User Training (or Web-based if preferred)	2 Days	\$ 975/Day	Included
Implementation Services			Included
Estimated Total Project Cost			\$ 9,875

Annual Support and Maintenance (ASM)

1. Ongoing customer support is provided **free of charge** for the first six months, and thereafter at a charge equal to 20% of the normal list price of software purchased. ASM will be invoiced for a full-term, following the initial six-month free period. **Total ASM for the City will be \$ 1,975 Annually.**
2. If **PubWorks Cloud option is selected** rather than local installation on a City Server, an additional \$400 annually will be added to ASM.
3. ASM fees may increase over time, as determined by the US Consumer Price Index.
4. An active ASM agreement entitles you to unlimited customer support, all program updates, new versions and releases, and all enhancement.

Installation and Set-up

1. We will install the necessary **PubWorks** folders and files that will be used run the **PubWorks** software and assist you in setting-up and configuring the software for your environment.

Training

1. Two days of On-site, hands-on user training at your facility (or equivalent Web-based training, if preferred due to current conditions.)
2. Follow-up web-based training is provided **free of charge**.

Customer Support

1. **PubWorks** approach is Total Customer Satisfaction.
2. Our **Service Level Objective** is to respond within 30 minutes of a customer's notification of a problem.
3. Contact **PubWorks** Support:
 - o 1-888-920-0380 or via email at support@pubworks.com.
 - o Support website, www.support.pubworks.com
 - o Ongoing training webinars, quarterly newsletters, and an annual user conference.

Instructor Travel Costs

1. Travel costs are not included in the above quote and are based on current market prices for reasonable and customary airline, hotel, rental car, and meals for instructor travel.
2. Customer will only be billed for the actual costs incurred.
3. Billable travel costs will not exceed \$1,250
4. If, due to current conditions, City of Ishpeming prefers Web-based training, no instructor costs would exist.

Payment and Terms

1. Upon approval to purchase, Customer will be invoiced a sum equal to 50% of total project costs.
2. After completion of onsite training, Customer will be invoiced remaining 50% plus any other agreed upon applicable charges, including instructor travel costs.
3. Terms are Net 15

Note: With upcoming fiscal year, flexible billing options can be discussed if necessary.

IWORQ SERVICE AGREEMENT

For iWorQ applications and services

Ishpeming here after known as ("Customer"), enters into THIS SERVICE AGREEMENT ("Agreement") with iWorQ Systems Inc. ("iWorQ") with its principal place of business 1125 West 400 North, Suite 102, Logan, Utah 84321.

1. SOFTWARE AS A SERVICE (SaaS) TERMS OF ACCESS:

iWorQ grants Customer a non-exclusive, non-transferable limited access to use iWorQ service(s), application(s) on iWorQ's authorized website for the fee(s) and terms listed in Appendix A. This agreement will govern all application(s) and service(s) listed in the Appendix A.

2. CUSTOMER RESPONSIBILITY:

Customer acknowledges that they are receiving only a limited subscription to use the application(s), service(s), and related documentation, if any, and shall obtain no titles, ownership nor any rights in or to the application(s), service(s), and related documentation, all of which title and rights shall remain with iWorQ. Customer shall not permit any user to reproduce, copy, or reverse engineer any of the application(s), service(s) and related documentation.

iWorQ is not responsible for the content entered into iWorQ's database or uploaded as a document or image. Access to iWorQ cannot be used to record personal or confidential information such as driver license numbers, social security numbers, financial data, credit card information or upload any images or documents considered personal or confidential.

3. TRAINING AND IMPLEMENTATION:

Customer agrees to provide the time, resources, and personnel to implement iWorQ's service(s) and application(s). iWorQ will assign a senior account manager and an account management team to implement service(s) and application(s). Typical implementation will take less than 60 days. iWorQ account managers will call twice per week, provide remote training once per week, and send weekly summary emails to the customer implementation team. iWorQ can provide project management and implementation documents upon request. iWorQ will do ONE import of the Customer's data. This import consists of importing data, sent by the Customer, in an electronic relational database format. Customer must have clear ownership of all forms, letters, inspections, checklists, and data sent to iWorQ.

Data upload and storage is provided to every Customer. This includes uploading files up to 3MB and 10 GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

4. CUSTOMER DATA:

Customer data will be stored on AWS GovCloud. iWorQ will use commercially reasonable efforts to backup, store and manage Customer data. iWorQ does backups twice per week and offsite backups twice per week. The subscription will renew each year on the anniversary date of this Agreement unless terminated (see 7. TERMINATION).

Customer can run reports and export data from iWorQ application(s) at any time.

Customer can pay iWorQ for additional data management service(s), onsite backups, application(s) and other service(s).

Data upload and storage is provided to every Customer. This includes uploading files up to 3MB and 10 GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

5. CUSTOMER SUPPORT:

Customer support and training are FREE and available Monday-Friday, from 6:00 A.M. to 5:00 P.M. MST, for any authorized user with a login. iWorQ provides unlimited remote Customer training (through webinars), phone support, help files, and documentation. Basic support request is typically handled the same day. iWorQ provides "Service NOT Software".

6. BILLING:

iWorQ will invoice Customer on an annual basis. iWorQ will send invoice by mail and by email to the address(s) listed in Appendix A. Terms of the invoice are net 30 days. Any billing changes will require that a new Service(s) Agreement be signed by Customer.

Any additional costs imposed by the Customer including business licenses, fees, or taxes will be added to the Customer's invoice yearly.

7. TERMINATION:

Either party may terminate this agreement, after the initial 1-YEAR TERM, without cause if the terminating party gives the other party sixty (60) days written notice. Should Customer terminate any application(s) and or service(s) the remaining balance will immediately become due. Should Customer terminate any part of the application(s) and or service(s) a new Service(s) Agreement will need to be signed.

Upon termination (6. TERMINATION), iWorQ will discontinue all application(s) and or service(s) under this Agreement; iWorQ will provide customer with an electronic copy of all of Customer's data, if requested by the Customer (within 3-5 business days).

During the term of the Agreement, the Customer may request a copy of all of Customer's data for a cost of no more than \$2,500; and all provisions of this Agreement will continue.

8. ACCEPTABLE USE:

Customer represents and warrants that the application(s) and service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, and policies, terms and procedures. iWorQ may restrict access to users upon misuse of application(s) and service(s).

9. MICELLANEOUS PROVISIONS:

This Agreement will be governed by and construed in accordance with the laws of the State of Utah.

10. CUSTOMER IMPLEMENTATION INFORMATION:

Primary Implementation Contact _____ Title _____

Office Phone _____ Cell _____

Email _____

Secondary Implementation Contact _____ Title _____

Office Phone _____ Cell _____

Email _____

11. CUSTOMER BILLING INFORMATION:

Billing Contact _____ Title _____

Billing Address: _____

Office Phone _____ Cell _____

Email _____

PO# _____ (if required) Tax Exempt ID # _____

12.ACCEPTANCE:

The effective date of this Agreement is listed below. Authorized representative of Customer and iWorQ have read the Agreement and agree and accept all the terms.

Signature _____

Effective Date: _____

Printed Name _____

Title _____

Office Number _____

Cell Number _____

iWorQ Service(s) Agreement

APPENDIX A

iWorQ Price Proposal

Ishpeming	Population- 6470
100 E Division Street, Ishpeming, MI 49849	Prepared by: Cade Gunnell and Ty Pebley

Annual Subscription Fees

Application(s) and Service(s)	Package Price	Billing
Public Works Package (Infrastructure) Package includes: *Work Management *Sign Management *Pavement Management *Water Management *Sewer Management -Available on any computer, tablet, or mobile device -Track and manage work and asset(s) by location using OpenStreetMap -Work order scheduling and templates -Track labor, inventory, parts, and material -Track MUTCD, condition, reflectivity, etc. -Track manholes, hydrants, valves, lines etc. -Track pavement condition, distress, treatments, etc. -Track pumps, manholes, and collection sub-assets GIS RestServices Public Works -iWorQ will publish your agency's WMS layers in iWorQ Public Works applications via Rest Services. iWorQ will update asset attribute data weekly: Water Management Includes: hydrants, valves, and lines Sewer Management Includes: manholes, pumps, and lines Additional attribute data for each capital asset is \$500 annually. *Note: If configuration changes (i.e. FTP location, name format, field changes, or interval for published updates) iWorQ will charge a minimum fee of \$500 with each additional hour \$250 to accommodate new configuration changes.	\$6,500	Annual

Fleet Management -Available on any computer, tablet, or mobile device using Chrome browser -Fuel log tracking and uploads -Work orders for employee cost, inventory, and purchase orders -Manage maintenance schedules -Inventory management -Configurable dashboard, fields, and reports	\$2,500	Annual
Subscription Fee Total (This amount will be invoiced each year)	\$9,000	Annual

One-Time Setup, GIS integration, and Data Conversion Fees

Service(s)	Full Price Cost	Package Price	Billing
Implementation and Setup cost year 1	\$5,900	\$5,900	Year One
Up to 5 hours of GIS integration and data conversion	\$1,000	Included	Year One
Data Conversion	\$4,900	Included	Year One
One-Time Setup Total (This amount will be added year 1)	\$11,800	\$5,900	Year One
Grand Total Due Year 1	\$20,800	\$14,900	

NOTES AND SERVICE DESCRIPTION

- I. Invoice for the (Annual Subscription Fee Total + One-Time Total) will be sent out 2 weeks after signature and Effective Date
- II. This subscription Fee and Agreement have been provided at the Customer's request and is valid for 25 days
- III. This cost proposal cannot be disclosed or used to compete with other companies.

IWORQ SERVICE AGREEMENT

For iWorQ applications and services

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Primary Implementation Contact _____ Title _____

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Email _____

Secondary Implementation Contact _____ Title _____

Office Phone _____ Cell _____

Email _____

11. CUSTOMER BILLING INFORMATION:

Billing Contact _____ Title _____

Billing Address: _____

Office Phone _____ Cell _____

Email _____

PO# _____ (if required) Tax Exempt ID # _____

12.ACCEPTANCE:

The effective date of this Agreement is listed below. Authorized representative of Customer and iWorQ have read the Agreement and agree and accept all the terms.

Signature _____

Effective Date: _____

Printed Name _____

Title _____

Office Number _____

Cell Number _____

iWorQ Service(s) Agreement

APPENDIX A

iWorQ Price Proposal

Ishpeming	Population- 6470
100 E Division Street, Ishpeming, MI 49849	Prepared by: Mitch Coughlin and Ty Pebley

Annual Subscription Fees

Application(s) and Service(s)	Package Price	Billing
Community Development (Department) *Permit Management *Code Enforcement *Portal Home Quarterly upload of parcel information to iWorQ's GIS Map Track contractors, inspections, property information Track code violations, fees, and activities Unlimited reports and ad-hoc reporting Unlimited access to iWorQ's template library including 3 custom letters & 3 custom forms for Portal Home Premium Data (25MB Uploads & 100GB Storage)	\$5,500	Annual
License Management - Rental Licenses - Available on any computer, tablet, or mobile device using Chrome browser - Licensing for business, alcohol, liquor, rentals, etc. - Free letters and / or permits utilizing iWorQ's template library, and up to 3 custom letters. - Reminder letter generation - Online renewal capabilities	\$2,500	Annual
Subscription Fee Total (This amount will be invoiced each year)	\$8,000	Annual

One-Time Setup, GIS integration, and Data Conversion Fees

Service(s)	Full Price Cost	Package Price	Billing
Implementation and Setup cost year 1	\$5,000	\$5,000	Year One
Up to 5 hours of GIS integration and data conversion	\$1,000	Included	Year One
Data Conversion	\$4,900	Included	Year One
One-Time Setup Total (This amount will be added year 1)	\$10,900	\$5,000	Year One
Grand Total Due Year 1	\$18,900	\$13,000	

NOTES AND SERVICE DESCRIPTION

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County of Marquette

Courthouse Complex
234 W. Baraga Avenue
Marquette, Michigan 49855
Fax: (906) 225-8155
www.co.marquette.mi.us

County Administrator
225-8151
Finance & Accounting
225-8175
Human Resources & Risk
225-8162
Information Systems
225-8170

MEMORANDUM

TO: Marquette County Cities and Townships
FROM: Scott Erbisch, County Administrator *SE*
SUBJECT: Designated Assessor Interlocal Agreement
DATE: 11/25/2020
CC: N/A

Assessing Reform Legislation included a provision that each county in the State of Michigan must have a Designated Assessor in place by December 31, 2020. The Designated Assessor is appointed by the County Board of Commissioners with the concurrence of the majority of the municipalities within the County through an interlocal agreement. The interlocal agreement must be submitted to the State Tax Commission for final approval.

Of importance is the that fact that the "appointment" of the Designated Assessor, through the Interlocal Agreement, does not create County-wide assessing nor does it create an assessing contract with the municipalities. The Designated Assessor may only come into to play when a local unit is declared non-compliant by the State Tax Commission following and AMAR Audit. If that occurs, the municipality can hire a new assessor of their own choosing with a minimum of an MCAO certification or enter into a separate contract with the County Designated Assessor.

If the identified non-compliant municipality selects and enters into an agreement with the County's Designated Assessor, the local municipality will be responsible for costs incurred to bring the unit into compliance as directed by the State Tax Commission. The Marquette County Board of Commissioners recently approved the County's Equalization Director as the Designated Assessor contingent upon a majority of the municipalities supporting this through the Interlocal Agreement. The County Board of Commissioners also established a fee schedule of \$40-\$65 per parcel to cover the first three (3) years of service, with a reduced per-parcel fee of \$15-\$17 annually for years four (4) and five (5). Please note that there are **no fees** to a municipality for entering into the Interlocal Agreement unless the municipality becomes non-compliant and it selects the County's Designated Assessor. A separate agreement would then be created.

Attached is the Interlocal Agreement for review and consideration. It was modeled after the sample agreement on the State of Michigan's Treasury website as well as other related Treasury requirements. I understand that this is relatively short notice for a something that the County needs to have to the State of Michigan by the end of this month. I would ask that we have back your signed agreement before the Christmas Holiday. The County will do its best to answer your questions and concerns at our upcoming meeting Monday, November 30th at 4 p.m.



Property Assessing Reform: Designated Assessor

One of the most complex provisions within P.A. 660 is the Designated Assessor. This document will provide a high level overview of the Designated Assessor requirement and what it is and isn't.

What is the Designated Assessor? The Designated Assessor is part of a process to ensure that local units are in compliance with the statutory provisions of the AMAR. In other words it is part of a process to make sure that local units are meeting minimum assessing requirements.

As with the current AMAR process, the statute provides for an initial AMAR and a corrective action plan to be approved by the STC. The statute then provides for a follow up review to be conducted in accordance with the approved corrective action plan. If after that follow up review, the local unit remains in non-compliance then the local unit has three options: they can employ or contract with a new assessor of record at the Advanced or Master Level, they can allow for STC assumption of jurisdiction, or they can contract with the Designated Assessor for the County to serve as their assessor of record.

Who are the Designated Assessors? The statute provides the process for determining who the Designated Assessors will be. Each County is required to enter into an interlocal agreement that designates the individual who will serve as the County's Designated Assessor. That interlocal agreement must be approved by the County Board and a majority of the assessing districts in the County. Once the interlocal agreement is approved, it is sent to the State Tax Commission for final approval. The STC will determine if the individual named as the Designated Assessor is capable of ensuring they can achieve and maintain substantial compliance for any local unit that contracts with them.

The Designated Assessor is not an automatic requirement for Countywide assessing or for the County Equalization Director to take over assessor for local units. While the County Equalization Director can certainly be named the Designated Assessor, it is not an automatic designation as the Designated Assessor as this is determined by the approved interlocal agreement.

The Act contains a number of specific detailed provisions regarding the Designated Assessor including how long they serve, what happens in the case of a Designated Assessor that can no longer serve and appeal processes for local units regarding substantial compliance. Further detail regarding the Designated Assessor can be found in Bulletin 8 of 2020.



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TREASURY
LANSING

RACHAEL EUBANKS
STATE TREASURER

16(a)

Bulletin 8 of 2020
June 9, 2020
Audit Process and Designated Assessor

TO: Assessors and Equalization Directors

FROM: State Tax Commission

SUBJECT: Overview of Audit Process and Designated Assessor under Public Act 660 of 2018

Public Act 660 of 2018 was approved by Governor Snyder on December 28, 2018 and amended the General Property Tax Act to provide a statutory framework to ensure proper assessing in order to guarantee the highest quality assessments for taxpayers as well as local units. The Act defines the requirements for substantial compliance with the General Property Tax Act, provides timelines for audits and follow-up audits, and details a process for bringing a local unit into compliance if they remain non-compliant after a follow-up review. The Designated Assessor is an integral part of that process.

Audit Process Overview

The Commission will conduct an audit of assessment practices according to a published schedule. If the assessing district (City, Township or Joint Assessing Authority) is determined to be in substantial compliance, the audit process for that five-year cycle is complete and the assessing district is not required to take any additional action.

If the State Tax Commission determines that an assessing district is not in substantial compliance with the General Property Tax Act, the Commission will provide the assessing district with a notice of noncompliance, including the reasons the assessing district is not in substantial compliance.

The assessing district must either appeal the audit determination by filing a written petition to be developed by the State Tax Commission or they must submit a corrective action plan to be approved by the State Tax Commission. "Corrective action plan" is defined in P.A. 660 of 2018 as "a plan developed by an assessing district that specifically indicates *how* the assessing district will achieve substantial compliance . . . and *when* substantial compliance will be achieved." (Emphasis added). Additional information related to the corrective action plan and petition to challenge the audit results will be provided by the State Tax Commission in separate guidance.

In the event the Commission conducts a follow-up review and the assessing district is not in substantial compliance after the follow-up review, the assessing district has three options:

1. The assessing district may hire a new Michigan Advanced Assessing Officer (MAAO) or Michigan Master Assessor Officer (MMAO),

2. The State Tax Commission assumes jurisdiction over the assessment roll in order to bring the roll into substantial compliance, or,
3. The local unit may move directly to the designated assessor.

Regardless of which option is selected, the Commission will conduct a second follow-up review to determine if the assessment roll is in substantial compliance. If, after the second follow-up review the assessing district continues to be in noncompliance, the local unit will move directly to the Designated Assessor process.

As defined in statute **substantial compliance** “means that any identified deficiencies do not pose a significant risk that the assessing district is unable to perform the assessment function in conformity with the state constitution and state statute.”

As defined in statute **noncompliance** “means that the identified deficiencies, taken together, pose a significant risk that the assessing district is unable to perform the assessing function in conformity with the state constitution and state statute.”

At the December 17, 2019 State Tax Commission meeting, the Commission determined “substantial compliance” to mean that the local unit 1) has properly calculated and appropriately documented Economic Condition Factors; 2) has properly calculated and appropriately documented land value determinations; and 3) less than 1% of the record cards are on override and less than 1% of the record cards reflect flat land values. If any of the requirements associated with those items are not met, the local unit will be considered noncompliant and the notice of noncompliance will be issued.

Once the audit is complete, if an assessing district is notified that it has fallen out of substantial compliance prior to the next audit, the State Tax Commission may require the assessing district to contract with the Designated Assessor to serve as their assessor of record. If the assessing district is notified that it has fallen out of substantial compliance more than four years after the initial finding of substantial compliance, then the regular audit process will be followed.

What is the Designated Assessor?

The Designated Assessor is part of a process to ensure that local units are in compliance with the statutory provisions of the General Property Tax Act, meaning that local units are meeting minimum assessing requirements.

The Designated Assessor is the individual selected and agreed to by the County Board of Commissioners and a majority of the assessing districts within that county, subject to final approval of the State Tax Commission.

The Designated Assessor serves as the assessor of record and assumes all duties and responsibilities as the assessor of record for an assessing district that is determined to be non-compliant with an audit.

The Designated Assessor is not an automatic requirement for Countywide assessing or for the County Equalization Director to take over as the assessor for local units. While the County can be named the Designated Assessor, it is not an automatic designation as the Designated Assessor as this is determined by the approved interlocal agreement.

Who may be the Designated Assessor?

Each Assessing District within each County is required to have an assessor of record with a certification level that meets the valuation requirements set forth by the State Tax Commission. Township and City certification levels are adjusted annually and approved by the STC. The individual who will serve as the county's Designated Assessor must be in good standing and be certified, at least, at the highest level required within the County. If the County contains an Assessing District that requires a Michigan Master Assessing Officer (MMAO), the Designated Assessor must then also be certified at the MMAO level. If the County only contains Assessing Districts that require a Michigan Advanced Assessing Officer (MAAO) certification, or a lower certification, the Designated Assessor may be certified at the level of MAAO. A Michigan Certified Assessing Officer (MCAO) may not serve as the Designated Assessor. As part of the annual certification level process, the Commission will review all MAAO Designated Assessors to ensure compliance with certification level requirements. Additionally, the STC will examine and determine a specific process, on a case by case basis, any specific instance of a MAAO that has been assigned multiple units that may place them beyond the certification requirements of a MAAO.

Notification of Selected Designated Assessor

P.A. 660 of 2018 requires that each county notify the State Tax Commission, no later than December 31, 2020, of the individual that will serve as the county's Designated Assessor. In addition, the county must provide the State Tax Commission with the interlocal agreement executed by the County Board of Commissioners, a majority of the assessing districts within that county, and the proposed Designated Assessor for the county. The interlocal agreement must provide enough detail regarding the assessment responsibilities for the designated assessor. The Commission expects the interlocal agreement will include, but not be limited to, the following:

- Information related to the scope of services being provided by the Designated Assessor, including preparation of assessment rolls, timeline for delivery of documents and execution of forms, attendance at Boards of Review meetings, duties and responsibilities related to property tax appeals, both Small Claims and Entire Tribunal, filed with the Michigan Tax Tribunal, responsibility to meet with local unit officials, and obligations of local unit assessing staff members.
- Duties and responsibilities for each local unit within the County, including providing the Designated Assessor with reasonable access to records, documents and information.
- Details relating to cost and compensation for overseeing and administering the annual assessment and operating the assessing office, including payment terms and cost reimbursement.

Failure to timely notify the State Tax Commission of the county's Designated Assessor will result in the State Tax Commission selecting a Designated Assessor for the county.

If the State Tax Commission determines that an individual named as the Designated Assessor is capable of ensuring that the assessing districts within the county will achieve and maintain substantial

compliance, the Commission shall approve that individual as the County's Designated Assessor. Once approved, the designation will not be revoked for at least five years from the approval date.

If the State Tax Commission is unable to approve the individual identified as the county's Designated Assessor because the Commission determines that the proposed Designated Assessor is not capable of ensuring that the assessing districts will achieve and maintain substantial compliance, the county must submit a new Designated Assessor candidate and accompanying interlocal agreement within sixty days of the Commission's determination. The county will be required to repeat the process until a satisfactory Designated Assessor can be approved. The State Tax Commission will appoint an individual to serve as the county's temporary Designated Assessor during this period.

The State Tax Commission will develop a form to be utilized by the County Equalization Departments to notify the Commission of the proposed Designated Assessor. The Designated Assessor form will be available by August 18, 2020. The form must be submitted to the Commission no later than December 31, 2020.

Designated Assessor Term

Once an assessing district is under contract with a Designated Assessor, the Designated Assessor will remain in place for a minimum of five years. Statute does provide for a local unit to petition the Commission to end the contract after the Designated Assessor has been in place for 3 years.

The Commission shall approve termination of a contract if it is determined that the assessing district can *achieve and maintain* substantial compliance with the General Property Tax Act using a different assessor of record other than the Designated Assessor.

The State Tax Commission may revoke the Designated Assessor and provide for an interim designated assessor if:

1. The Designated Assessor dies or becomes incapacitated
2. The Designated Assessor's employment status materially changes or
3. The Designated Assessor is not capable of ensuring that the assessing district is able to achieve and maintain substantial compliance with MCL 211.10g.

The interim Designated Assessor will remain in place until a new Designated Assessor can be selected following the interlocal agreement process.

If the Designated Assessor is serving as an assessor of record for an assessing district that is found to be in noncompliance, the State Tax Commission will appoint an individual to serve as the county's temporary Designated Assessor. The county will utilize the normal process to select and notify the Commission of the new Designated Assessor.

Designated Assessor Costs

The Designated Assessor is permitted to charge an assessing district for the reasonable costs incurred in serving as the assessing district's assessor of record, including, but not limited to, the costs of overseeing and administering the annual assessment, preparing and defending the assessment roll, and operating the assessing office. The assessing district is required to pay these costs in accordance with

the interlocal agreement. The costs and fees agreed to by the county, assessing districts and the Designated Assessor is a local issue and will vary statewide.

The Commission will develop guidelines as required by statute for any local unit to protest charges by the Designated Assessor.

Audit Preparation

While the audit process outlined in P.A. 660 of 2018 will not commence until 2022, assessing districts can prepare for these audits by meeting the requirements of the current Audit of Minimum Assessing Requirements (AMAR) and the "Supervising Preparation of the Assessment Roll", as those requirements existed on October 1, 2018. Additionally, assessing districts should employ an assessor certified by the State Tax Commission at the proper certification level based on the valuation requirements, adjusted annually, set forth by the State Tax Commission. Additional information about the AMAR, including the AMAR Review Sheet, and certification levels, are available on the State Tax Commission website (www.michigan.gov/statetaxcommission).

16(a)

MARQUETTE COUNTY INTERLOCAL AGREEMENT FOR COUNTY DESIGNATED ASSESSOR

This Interlocal Agreement, by and between the COUNTY OF MARQUETTE, a political subdivision of the State of Michigan (hereinafter referred to as the "County"), and, CHAMPION TOWNSHIP, CHOCOLAY TOWNSHIP, ELY TOWNSHIP, EWING TOWNSHIP, FORSYTH TOWNSHIP, HUMBOLDT TOWNSHIP, ISHPEMING TOWNSHIP, MARQUETTE TOWNSHIP, MICHIGAMME TOWNSHIP, NEGAUNEE TOWNSHIP, POWELL TOWNSHIP, REPUBLIC TOWNSHIP, RICHMOND TOWNSHIP, SANDS TOWNSHIP, SKANDIA TOWNSHIP, TILDEN TOWNSHIP, TURIN TOWNSHIP, WELLS TOWNSHIP, WEST BRANCH TOWNSHIP, CITY OF ISHPEMING, CITY OF MARQUETTE, and CITY OF NEGAUNEE, each a political subdivision of the State of Michigan (each hereinafter referred to as an "Assessing District," and collectively referred to as the "Assessing Districts"), is entered into pursuant to the Urban Cooperation Act of 1967, Public Act 7 of 1967 (Ex. Sess.), as amended, MCL 124.501 *et seq.*, and the General Property Tax Act, Public Act 206 of 1893, as amended by Public Act 660 of 2018, MCL 211.10g, for the purpose of designating an individual to serve as the County's Designated Assessor.

WHEREAS, pursuant to MCL 211.10g(4), every County shall have a Designated Assessor on file with the State Tax Commission as of December 31, 2020; and

WHEREAS, the County Designated Assessor is designated by an Interlocal Agreement executed between the County Board of Commissioners and a majority of the Assessing Districts in the County; and

WHEREAS, the individual designated as the County's Designated Assessor must be approved by the State Tax Commission.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Designation of County Designated Assessor. The County and a majority of the Assessing Districts in the County designate the County's Equalization Director, currently Jacki Lykins, an individual qualified and certified by the State Tax Commission as an Advanced Assessing Officer or Master Assessing Officer, to be the County Designated Assessor for the County of Marquette.

2. Duties of County Designated Assessor. Consistent with the terms set forth in this Agreement, the County Designated Assessor shall contract with one or more Assessing Districts as necessary to serve as the Assessing District's assessor of record, on request of the Assessing District or as may be required by the State Tax Commission, as a consequence of the Assessing District receiving a notice of noncompliance from the State Tax Commission after an audit under the terms and conditions set forth in MCL 211.10g.

At all times, the County Designated Assessor shall remain certified and in good standing.

The County Designated Assessor shall ensure that any Assessing District under such contract achieves and maintains substantial compliance with the requirements in MCL 211.10g(1).

The services to be provided by the Designated Assessor to the contracting Assessing District include: preparation of assessment rolls, establishing a plan to correct deficiencies found in the State Tax Commission audit (timeline to be established in separate contract with Assessing District depending on degree and complexity of non-compliance and potential need to hire additional field staff), timely delivery of documents and execution of forms, attendance at Board of Review meetings, handling property tax appeals filed with the Michigan Tax Tribunal (either directly or through legal counsel), timely reporting and meetings with local officials of the Assessing District, and responsibility for overseeing assessing staff members of the Assessing District. The County Designated Assessor is a local assessing unit for purposes of the provisions in MCL 211.44 concerning the division and use of any collected property tax administration fees.

While not acting in the capacity of Designated Assessor for an Assessing District, the Designated Assessor will serve as the Equalization Director for the County of Marquette.

3. Duties of Assessing District. The Assessing District shall provide the Designated Assessor with reasonable access to records, documents, and information. The Assessing District shall advise the Designated Assessor of any applicable policies and procedures, including technology, equipment, and facilities.

4. Compensation. Assessing Districts under contract with the Designated Assessor shall pay for all reasonable costs incurred by the Designated Assessor in serving as the Assessing District's assessor of record. Reasonable costs include, but are not limited to, the cost of overseeing and administering the annual assessment, preparing and defending the assessment roll, and operating the assessing office (including employment of additional staff necessary to bring the Assessing District into compliance). The Marquette County Board of Commissioners may establish a reasonable rate of compensation for these services (e.g., periodic payment on a per parcel basis). Such schedule shall be reviewed and adjusted on a periodic basis. In addition to these fees, the Assessing District is responsible for actual out of pocket costs for the Designated Assessor's related expenses including, but not limited to, mailings, postage, and office supplies. Costs incurred in appeals to the Michigan Tax Tribunal (i.e., appraisal costs, expert witness fees and attorney fees) are the responsibility of the Assessing District. Similarly, where employment of additional staff is necessary to bring the Assessing District into compliance, the Assessing District will be responsible for all associated employment costs.

For 2021, the Designated Assessor fee schedule is:

- Initial assessment (covers first three years) \$40-65 per parcel depending on complexity;
- Maintenance Fee (years four and five) \$15-17 annually per parcel

Tax administration services are not included.

5. Term of Designation. If approved by the State Tax Commission, the County Designated Assessor shall serve for a minimum of five (5) years from the date of the approved designation. The designation shall not be revoked, and no new designation shall be made earlier than five (5) years following the date of the approved designation, except as otherwise provided in Sec. 6.

Once an Assessing District is under contract with the Designated Assessor, the contract will remain in place for a minimum of five years. However, the Assessing District may petition the State Tax Commission to end the contract after a minimum of three years.

6. Revocation of Designation by State Tax Commission. The State Tax Commission may designate and approve, on an interim basis and pursuant to a formal agreement, an individual to serve as a County Designated Assessor and, if applicable, revoke the approved designation of a current County Designated Assessor under the following circumstances:

- (i) if the County Designated Assessor dies or becomes incapacitated;
- (ii) if the County Designated Assessor was designated and approved based on his or her employment status, and that status materially changes; or
- (iii) if it determines at any time that the County Designated Assessor is not capable of ensuring that contracting Assessing Districts achieve and maintain substantial compliance with the requirements in MCL 211.10g(1).

The State Tax Commission's designation of an interim County Designated Assessor under this Section is effective only until a new County Designated Assessor has been designated in a new Interlocal Agreement under MCL 211.10g(4)(a), and approved by the State Tax Commission.

7. Petition to State Tax Commission. Upon the execution and filing of this Interlocal Agreement, the County shall petition the State Tax Commission to approve the individual named in Section 1 of this Interlocal Agreement to serve as the County Designated Assessor. The individual shall serve as the County Designated Assessor on approval of the State Tax Commission. If the State Tax Commission rejects the County's petition, then the parties agree to enter into additional Interlocal Agreements under MCL 211.10g(4)(a) until a suitable Assessor

has been presented.

8. Nondiscrimination. The Parties shall adhere to all Federal, State, and local laws, ordinances and regulations prohibiting discrimination in the performance of this Interlocal Agreement. The Parties shall not discriminate against a person to be served or an employee or applicant for employment because of race, color, religion, national origin, age, sex, disability that is unrelated to an individual's ability to perform the duties of a particular job or position, height, weight, or marital status. Breach of this section shall be regarded as a material breach of this Interlocal Agreement.

9. Effective Date. This Interlocal Agreement shall become effective when executed by the County and a majority of the Assessing Districts in the County, and an executed copy is filed with the Leelanau County Clerk and the Michigan Secretary of State.

10. Term. This Agreement shall begin on the effective date and continue for ten years, unless sooner revised or revoked by the County and a majority of the Assessing Districts in the County. This Agreement will automatically renew in ten year increments unless no longer required by statute or the County and a majority of the Assessing Districts agree otherwise.

11. Non-Exclusivity. The Assessing Districts are not obliged to use the County Designated Assessor, but may elect other available statutory options in the event the Assessing District is not in substantial compliance after a follow-up review by the State Tax Commission.

12. Modification. This Agreement may only be modified in writing, signed by the County and a majority of the Assessing Districts in the County.

13. Certification. The persons signing this Agreement certify by their signatures that they are duly authorized to sign this Agreement on behalf of the Parties, and that this Agreement has been authorized by the Parties.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto have fully executed this instrument.

COUNTY OF MARQUETTE

Gerald O. Corkin, Chairperson
County Board of Commissioners

Date

CHAMPION TOWNSHIP

Supervisor

Date

CHOCOLAY TOWNSHIP

Supervisor

Date

ELY TOWNSHIP

Supervisor

Date

EWING TOWNSHIP

Supervisor

Date

FORSYTH TOWNSHIP

Supervisor

Date

HUMBOLDT TOWNSHIP

Supervisor

Date

ISHPEMING TOWNSHIP

Supervisor

Date

MARQUETTE TOWNSHIP

Supervisor

Date

MICHIGAMME TOWNSHIP

Supervisor

Date

NEGAUNEE TOWNSHIP

Supervisor

Date

POWELL TOWNSHIP

Supervisor

Date

REPUBLIC TOWNSHIP

Supervisor

Date

RICHMOND TOWNSHIP

Supervisor

Date

SANDS TOWNSHIP

Supervisor

Date

TILDEN TOWNSHIP

Supervisor

Date

TURIN TOWNSHIP

Supervisor

Date

WELLS TOWNSHIP

Supervisor

Date

CITY OF ISHPEMING

Manager

Date

CITY OF MARQUETTE

Manager

Date

CITY OF NEGAUNEE

Manager

Date

DESIGNATED COUNTY ASSESSOR

Jacki Lykins

Date

16(b)

**AGREEMENT BETWEEN MARQUETTE COUNTY AND CITY OF ISHPEMING
FOR PROVIDING ASSESSING SERVICES**

WHEREAS, the City of Ishpeming has historically provided for assessing in compliance with State of Michigan General Tax Act Law, 1969 PA 203, using its own employees;

WHEREAS, Marquette County has an Equalization Department which has the necessary State certificates, experience, and leadership abilities to be able to provide management and leadership functions for the City of Ishpeming to successfully perform assessing and support functions;

WHEREAS, the General Tax Act of 1969 PA 203 authorizes the County Equalization Department to contract with a Township or City to provide assessing services.

The parties to this Agreement do hereby agree as follows:

1. This Agreement is made between the County of Marquette, a body corporate by virtue of MCL 45.3; MSA 5.283 with offices located at 234 W. Baraga Avenue, Marquette, MI 49855, and the City of Ishpeming, for the purpose of establishing an agreement whereby the County would provide assessing services to the City of Ishpeming.
2. The County Equalization Director will serve as the Assessor of Record for the City of Ishpeming. Additional Equalization Department Employees shall assist in the collection of appraisal data.
3. At all times while performing the services specified in this Agreement, the Equalization Department Staff will be County of Marquette employees.
4. The County Equalization Director, while acting as the City Assessor, will oversee and have final say in areas of the Assessor's Office pertaining to the certification of the assessment roll and the duties delineated.
5. The Equalization Department Staff will be physically present at the City of Ishpeming facilities for approximately 6 hours per month to provide access to the general public and management of assessing activities.
6. The County Equalization Director shall manage, supervise, and sign all necessary documents, paperwork, reports, and recommendations in an official capacity as the City Assessor as well as approving splits of property.
7. The County Equalization Director will be responsible for approving and signing the tax roll certification that is given to the City Treasurer and other required state forms.

8. The County of Marquette shall provide updates to the City computer on a regular basis. Apex software (if not already in place) shall be installed on the City computer to provide for the ability to print available electronic building sketches. The annual maintenance fee for the Apex software shall be the responsibility of the City.
9. The City of Ishpeming and its employees shall fully cooperate with the County Equalization Department to assist in performing assessing and support functions.
10. The duties of the County Equalization Department acting as the City Assessor shall be as follows:

1. The County Equalization Director acting as the City Assessor will be responsible for approving and signing the Assessment Roll, the Tax Roll and provide qualified Staff to be present at the Board of Review and engage in other duties as defined below:

A. Assessment Roll - Duties:

1. Oversee the development of the Assessment Roll per the General Property Tax Laws and the State Tax Commission guidelines.
2. Prepare and sign the necessary reports as required by the State Tax Commission and the General Property Tax Law.
3. Provide a warrant roll to the Board of Review.
4. Certification of roll.
5. Provide Truth in Taxation Headlee calculations to Treasurer/Clerk for final approval.

B. Board of Review - Duties:

1. Preliminary March Board
Present preliminary roll to the Board of Review
 2. Regular March Board of Review
Will be present at all Board of Review sessions to assist the Board Members in reviewing assessed/taxable value issues. If the Director is unable to attend, an Equalization Dept. Appraiser may act as a substitute.
11. The City agrees to pay Marquette County \$50,000 annually for all services provided by the County Equalization Department, to be paid as follows: Quarterly with first payment made upon execution of the agreement. All charges relating to the services provided for the processing of Tax Rolls will continue to be billed to the City at the same rates as other Townships/Cities that are serviced by the Tax Roll Division of the Department. The City

will be responsible for the costs of Personal Property Statements and Assessment Change Notices as well as the postage related to both.

12. Either the City or County may terminate this Agreement without cause by providing 60-day written notice to the other party. The City will be obligated to pay the amount for services provided by the County up to the date of actual termination. If the County loses its Equalization Director; the County (with the approval of the City) shall appoint another Equalization Department Employee to act as City Assessor for the term of this Agreement. If the City does not approve of the appointment of the Assessor of Record, the City will not be bound by this Agreement and termination can occur immediately upon notice to the County.
13. In the event that the County Equalization Director, while acting in his/her capacity as City Assessor, must defend a tax payer appeal to the Board of Review, Michigan Tax Tribunal, Michigan Court of Appeals, or the Michigan Supreme Court, the City of Ishpeming shall provide at its own total expense, legal counsel to fully assist in the defense (or prosecution) of these matters.
14. It is further agreed that as to indemnification; To the fullest extent permitted by law, the City of Ishpeming agrees to indemnify, pay on behalf of, defend, and hold harmless Marquette County from and against any and all actions or causes of action, claims, demands, liabilities, lawsuits, or damages of whatsoever kind and nature, and from all losses, costs, and expenses arising out of any liability, or claim of liability, or injuries or damage to persons or property sustained or claimed to have been sustained by anyone whomsoever arising, on account of, or by reason of the acts or omissions of the County Equalization Department when acting as Assessor under the terms of this Agreement.
15. This Agreement shall be in effective January 1, 2018 for a term of three years at which time both parties shall have the ability continue the contract, renegotiate the terms or terminate the Agreement. The County reserves the right to present the City of Ishpeming with sufficient data to potentially renegotiate the annual cost of providing services outlined in the Contract on the annual anniversary dates of January 1, 2019 and January 1, 2020.

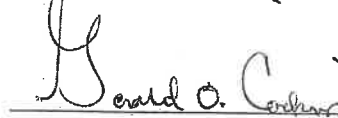
Dated: February 8, 2018

CITY OF ISHPEMING:

 2-9-18
Joseph Jhidici

Its: Mayor

COUNTY OF MARQUETTE:


Gerald O. Cochran

Its: Board Chairman

2021 ISHPEMING CITY COUNCIL
MEETING SCHEDULE

Wednesday, January 13, 2021**

Wednesday, February 3, 2021

Wednesday, March 3, 2021

Wednesday, April 7, 2021

Wednesday, May 5, 2021

Wednesday, June 9, 2021

Wednesday, July 7, 2021

Wednesday, August 4, 2021

Wednesday, September 8, 2021

Wednesday, October 6, 2021

Wednesday, November 3, 2021

Wednesday, December 8, 2021

Council meeting are held the Wednesday following the first Monday of every month, unless noted with an asterisk (**).

All meetings are held at 7:00 p.m. in the Council Chambers at Ishpeming City Hall, 100 E. Division Street in Ishpeming.