

ISHPEMING CITY COUNCIL
Wednesday, August 4, 2021 at 7:00 p.m.
Ishpeming City Hall Council Chambers, 100 E. Division Street, Ishpeming MI
City Hall Telephone Number: (906) 485-1091

**MEETINGS WILL NOW BE OPEN TO THE PUBLIC; HOWEVER, A ZOOM LINK WILL STILL BE AVAILABLE
ON THE CITY'S WEBSITE @ WWW.ISHPEMINGCITY.ORG**

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 (July 7th, July 29th and Closed Session July 7th and 29th)
 - b. Approval of Disbursements
 - c. Declare 148 Library books and miscellaneous furnishings as surplus
 - d. Appoint Brooke Routhier to fill alternate vacancy on the Zoning Board of Appeals expiring 11/23
8. Monthly Financial Statement Report
9. Request to purchase Lot 48—Southwest corner of First Street and Pearl Street
10. Special Event Application
 - a. Special Event Application: 2021 Upper Great Lakes Health Center Employee Picnic: August 6, 2021
 - b. Special Event Application: Labor Day Festivities: September 6, 2021
 - c. Special Event Application: Marquette Marathon: September 4, 2021
 - d. Special Event Application: Paradise Bar Anniversary Party: September 4, 2021
 - e. Special Event Application: Marji Gesick: September 18, 2021
11. Rescind Ordinance #11-200, Time and Place of Regular City Council meetings
12. Revised 2021 City Council meeting schedule with meetings beginning at 6:00 p.m. beginning September 8th
13. Resolution #9-2021, Approving and Authorizing Signatures to MDOT Contract #21-5283
14. Designation of Craig Cugini as voting delegate at the MML Annual Meeting
15. Designation of James Lampman as he Officer Delegate for MERS
16. Amendments to 2021 Fee Schedule
17. Addition to the Traffic Control Orders per the Uniform Traffic Control Code: Addition of Yield Signs
18. Old Business
 - a. Paving project timeline
 - b. Structural Quote from GEI Consultants
19. New Business
20. Public Comment (*limit 3 minutes per person*)
21. Mayor and Council Reports
22. Manager's Report
23. Attorney's Report
24. Closed Session pursuant to MCL 15.268(c) to consider strategy and negotiations connected with a collective bargaining agreement
25. Adjournment


Craig H. Cugini, City Manager



7(c)

MEMO

To: City Manager

From: Jesse Shirtz, Library Director

7/27/2021

RE: Surplus library items

Craig,

The library has 148 books, 1 pretend play train, and 2 black chairs to be declared surplus. An itemized list of titles is attached.



pretend play train



black chair #1



black chair #2

CITY OF ISHPEMING
Monthly Financial Report

Period Ending 07/31/2021

8

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		Beginning Balance	Ending Balance
101-General Fund	101-000-009.000	\$ 1,194,877.37	\$ 1,234,430.94
202-Major Street	202-000-009.000	667,530.69	1,039,354.04
203-Local Street	203-000-009.000	92,466.10	169,966.60
206-Fire	206-000-009.000	80,992.30	103,560.94
211-Firefighter Longevity	211-000-009.000	215,637.70	209,310.59
220-Lake Bancroft	220-000-009.000	5,949.18	5,952.90
226-Garbage	226-000-009.000	94,528.14	183,161.81
247-Building Authority	247-000-009.000	0.00	(86,967.49)
248-DDA	248-000-009.000	266,881.24	238,326.73
268-Library Special Fund	268-000-009.000	50,707.53	55,949.43
271-Library State Aid	271-000-009.000	1,608.16	1,283.53
401-Public Improvement	401-000-009.000	414,350.58	696,942.92
472-Construction Fund-CDBG	472-000-009.000	(143,439.82)	(236,197.23)
590-Sewer	590-000-009.000	1,272,086.21	1,659,870.30
591-Water	591-000-009.000	1,407,844.02	1,722,004.16
661-Motor Pool	661-000-009.000	480,054.57	431,140.94
Total Pooled Cash		\$ 6,102,073.97	\$ 7,428,091.11

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	\$ 1,234,430.94	\$ 1,039,354.04	\$ 169,966.60	\$ 183,161.81	\$ 696,942.92	\$ 1,659,870.30	\$ 1,722,004.16
Revenues	2,095,615.36	462,174.64	217,543.71	432,024.04	527,073.64	869,081.75	1,199,904.80
Expenses	1,927,584.76	180,969.96	179,264.41	411,990.30	180,048.43	759,275.13	1,003,429.44
Net Income(Loss)	168,030.60	281,204.68	38,279.30	20,033.74	347,025.21	109,806.62	196,475.36
Fund Balance:							
Non-spendable	173,192.52	-	-	-	-	-	-
Restricted	-	1,039,354.04	170,195.44	-	696,942.92	-	-
Committed	960.00	-	-	-	-	-	-
Assigned	-	-	-	269,160.41	-	-	-
Unassigned	904,837.42	-	-	-	-	-	-
Inv in Capital Assets	-	-	-	-	-	8,902,797.47	8,624,808.24
Restricted for Debt	-	-	-	-	-	-	677,230.00
Unrestricted	-	-	-	-	-	869,654.95	(208,622.30)
Total Fund Balance	\$ 1,078,989.94	\$ 1,039,354.04	\$ 170,195.44	\$ 269,160.41	\$ 696,942.92	\$ 9,772,452.42	\$ 9,093,415.94

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 1st Quarter 2021 has been recorded.
2. - Depreciation expense has been recorded in the Sewer, Water, and Motor Pool Funds through July 2021.
3. State revenue sharing in the General Fund has been recorded through April 2021.
Paid by the state in 2-month increments with a 2-month lag.

10(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 Upper Great Lakes Family Health Center, Inc.

Phone 906-483-1705

Organization Address 506 Campus Drive, Hancock, MI 49930

Organization's Agent Donald Simila

Phone 906-481-8571

Agent's Title CEO

Agent's Address 56901 South 6th Street, Suite 1 & 2, Calumet, MI 49913

Event Name 2021 Employee Appreciation Picnic and Health Center Week Kick Off

Event purpose Employee Picnic

Event Dates Friday, August 6, 2021

Event Times 2:00pm - 6:00pm EST

Event Location Al Quaal Pavilion

1. Type of Event:

☐ City Operated Event ☐ Co-Sponsored Event

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

☐ Political or Ballot Issue Event

7/21/2015

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

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

Normal Event Schedule _____

Next year's Specific Dates: _____

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: _____

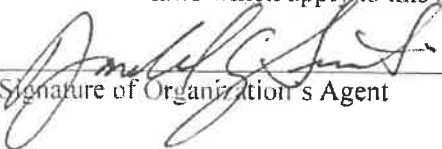
We will need parking lot space for approximately 120 cars.

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.

6/28/2021
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

10(b)

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 V.P. Regional Labor Federation Phone 906-236-3889
Organization Address P.O. Box 129, Marquette, MI 49855
Organization's Agent Tony Ghiringhelli Phone 906-236-3889
Agent's Title Trustee / Labor Day Chair person
Agent's Address _____
Event Name Labor Day Festival
Event purpose Parade, Picnic, Rally
Honor workers on Labor Day
Event Dates 9/6/2021
Event Times 9am - 6pm
Event Location Lake Bancroft Park
Parade through Ishpeming

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

Labor Day

Next year's Specific Dates:

9/5/2022

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.

7/21/15

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

7-27-2021

Date

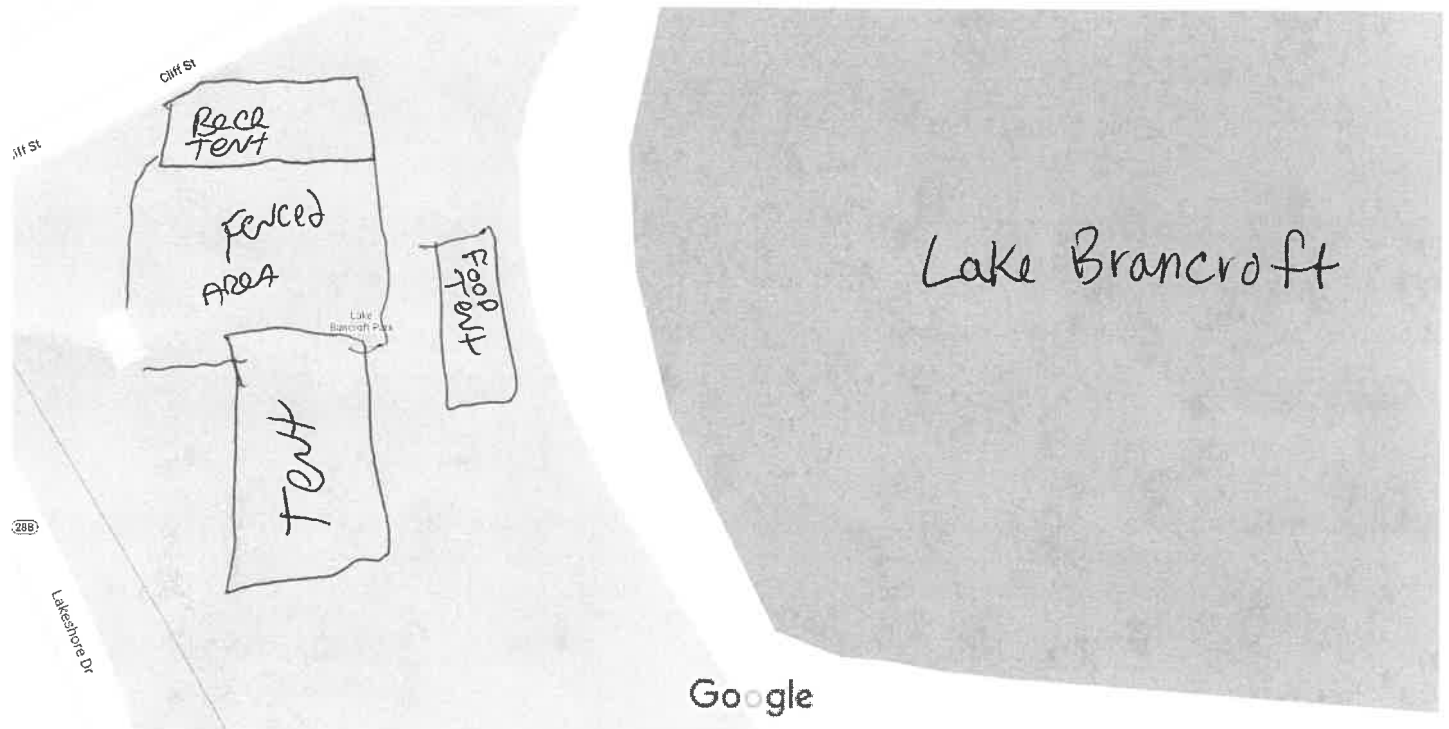


Signature of Organization's Agent

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

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

Google Maps



Map data ©2021 20 ft



Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Constitution Hall - 525 W. Allegan, Lansing, MI 48933
Mailing Address: P.O. Box 30005, Lansing, MI 48909
Toll-Free: 866-813-0011 - www.michigan.gov/lcc

Business ID: _____
Request ID: _____
(For MLCC Use Only)

Certified Resolution of the Membership or Board of Directors Authorizing the Application for Special License

(Required under Administrative Rule R 436.576 - Not Required for Candidate Committee)

At a ☒ Regular ☐ Special meeting of the ☒ Membership ☐ Board of Directors

called to order by _____ on _____ at _____
(Date) (Time)

the following resolution was offered:

Moved by _____ and supported by _____

that the application from U.P. Regional Labor Federation
(Name of Organization)

for a Special License to serve alcohol on 09/06/2021
(Event Date or Dates)

to be located at Lake Bancroft Park, Euclid Street, Ishpeming, MI 49855
(Physical Address - Include Location Name, Street Address, City, State, & Zip Code)

It is the consensus of this body that the application be Recommended for issuance.
(Recommended or Not Recommended)

Approval Vote Tally

Yeas: _____

Nays: _____

Absent: _____

Certification by Authorized Officer of Organization:

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the

☒ Membership ☐ Board of Directors at a ☒ Regular ☐ Special meeting held on _____
(Date)

Michael Thibault
Print Name & Title of Authorized Officer

Michael Thibault
Signature of Authorized Officer

7-23-2021
Date

10(c)

CITY OF ISHPERING
SPECIAL EVENT APPLICATION

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

Organization's
Name Northern Michigan University Phone 906 227-2745
Organization Address 1401 Presque Isle Ave
Organization's Agent Andrew Zerbel Phone 906-227-2745
Agent's Title Manager, Risk and Insurance
Agent's Address 1401 Presque Isle Ave
Event Name Marquette Marathon
Event purpose Running race from Ishpeming to Marquette
to promote running and boost the local economy.
Event Dates Saturday, September 4, 2021
Event Times 7:30 AM Start
Event Location Start in Cliffs Shaft Mine Museum /
Lake Bancroft Park /
IOHT

1. Type of Event:

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

Greg Barzel - 810-881-2361

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 7:30 AM start of race, 6:30 AM Set-Up, 8:00 AM completed
Next year's Specific Dates: Saturday, September 3, 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: Road barricades at east end of Euclid St at Lakeshore Dr and road barricades at east end of Euclid St at turn on to Spruce St. Please see below.

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.

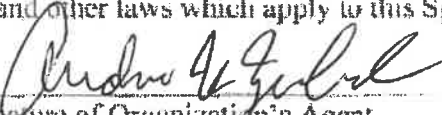
f. The organization will provide a security deposit for the estimated fees as may be required by the City and will promptly pay any billing for City services which may be rendered.

Also request City Police traffic control at crossing of Iron Ore Heritage Trail & Third St from 7:30-8:00 AM

7/21/15

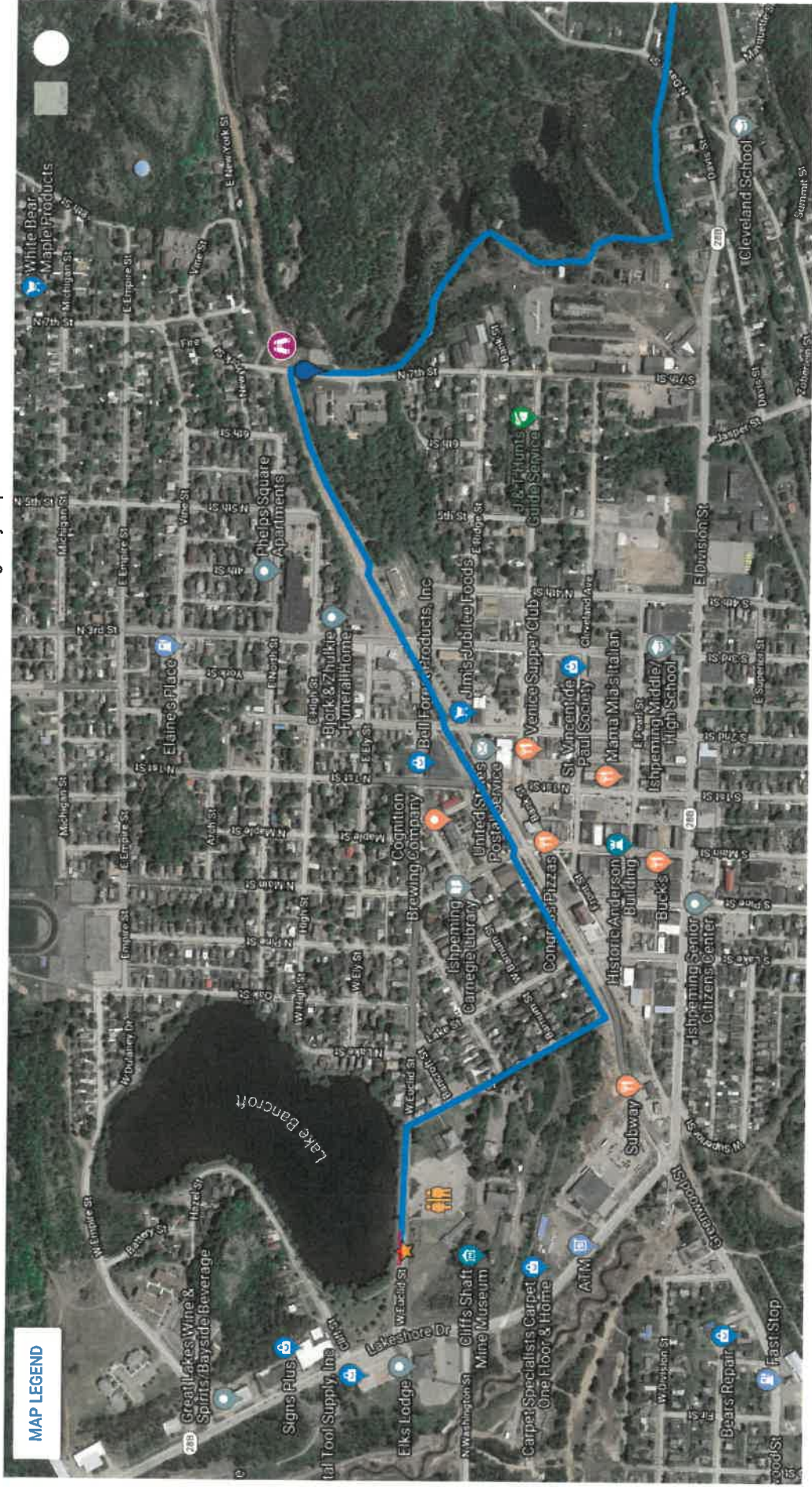
As the duly authorized agent of the organization, I hereby apply for approval of this Special Event, affirm the above understandings, and agree that my sponsoring organization will comply with the City's Special Event Policy, the terms of the Written Confirmation of Approval, and all other City requirements,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

7/14/2021
Date


Signature of Organization's Agent

Return this Application at least thirty (30) days prior to the first day of the event to:

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



10(d)

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 Paradise bar Phone 906 486 8851
Organization Address 122 W. Division ST.
Organization's Agent Ernie Lindsey Phone 906 362-7689
Agent's Title CO owner
Agent's Address 122 W. Division ST.
Event Name 10TH Annual Anniversary BASH
Event purpose Celebrate 10TH Anniversary

Event Dates Sept. 4th 2021
Event Times 10am — 2am
Event Location Paradise bar 122 W. Division ST.

1. Type of Event:

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

Pd 825⁰⁰-fw
License

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: _____

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: Block of Pine St. on side of
Paradise Bar (West side of Bar)

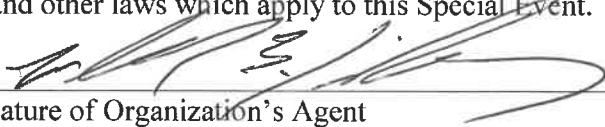
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- c. All food vendors must be approved by the Marquette County Health Department and each food vendor must provide the City with a Certificate of Insurance which names the City as an additional named insured on the policy.
- d. All liquor vendors must 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.
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- 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.

7/27/21

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

Division ST.

Snow Fence

Entrance

Paradise Bar

Rear Entrance

Paradise
Garage

ALLEY

S. Pine ST.

GLOBE
Printing

Snow Fence

ALLEY

10(e)

7.28.2021

2021 Marji Gesick – Overview

If you'd like to view the route, go here: <https://connect.garmin.com/modern/course/35041539>

Schedule of Events

Friday, September 17th

MG100 – RUN starts at NOON from Forestville

Saturday, September 18th

MG50 – RUN starts at 7:30 from Marquette Mountain

MG100 – BIKE starts at 7:30 from Forestville

MG50- BIKE starts at 7:30 from Marquette Mountain

Sunday, September 19th

Event Cutoff – 2:00am – Jackson Park. Participants who have not made it to, or left the park, will be considered DNF.

Finish Line closes at 8:30am, event staff will tear down and be out of town by 10:00am.

Finish Line set-up in Ishpeming

Friday, September 17th

NOON – Main Street from Cleveland to Hematite needs to be closed for beer tent setup.

NOON – Bank Street closed for delivery of toilets.

10:00PM – THE REST OF MAIN STREET CLOSED from Hematite to Division St. Cross streets close: Cleveland, Bank, Front etc. Approximately 12 locations will require barriers to protect the finish line on Main Street. Event staff will setup finish line spanning from Pearl to Cleveland.

Saturday, September 18th

6:00AM – Event staff will place finish line arch

6:00 – NOON – Vendors and sponsors will arrive and get set

NOON – Vendors, Beer Tent, and Food trucks open

10:00PM – Beer tent closes.

Sunday, September 19th

8:30AM – Finish line closes

10:00AM – TEAR DOWN

Notes

- Traffic will not be stopped at Division by volunteers, or any other place on the course
- DPW applies for a permit for the Division Crossing
- DPW can deliver all of the barricades to location noted on the map in our packet, our volunteers can set barricades and secure roads Friday night.
- **Can the city provide trash cans for the beer tent area and finish line zone from Bank to Cleveland?**

Special Note for Main Street and Division → We need to block access to Main Street from Division with tall barriers that help us shrink the size of the street opening to allow bikes only. We cannot have cars anywhere inside the finish line zone.

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 906 ADVENTURE TEAM Phone 906-748-0034
Organization Address 51 LINDA STREET
Organization's Agent TODD POOSETE Phone 906-748-0034
Agent's Title DIRECTOR OF ADVENTURE
Agent's Address 51 LINDA STREET
Event Name MARSI GESICK
Event purpose ULTRA- ENDURANCE MTB EVENT

Event Dates SEPTEMBER 17-19, 2021
Event Times 9-17-21 @ NOON till 9-19-21 @ 10:00AM
Event Location MAIN STREET, ISHPEMING

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 9-16 to 9-19, 22

Next year's Specific Dates: _____

3. An Event Map ☒ [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? ☒ [No] Other vendors? ☒ [Yes] [No]

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

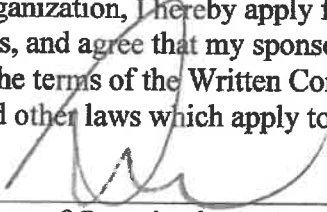
6. Other Requests: _____

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.
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- 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.

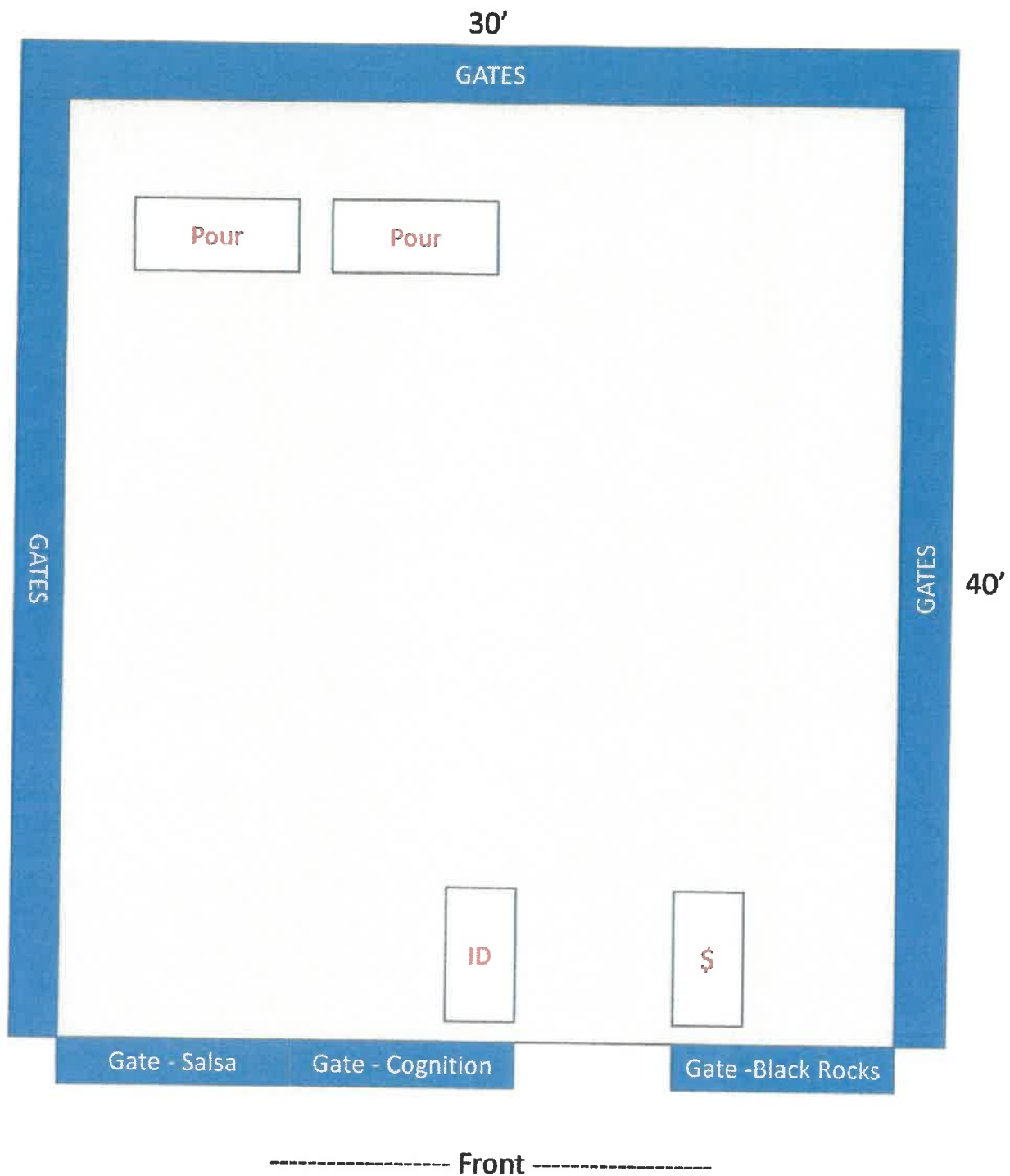
7-28-21
Date


Signature of Organization's Agent

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

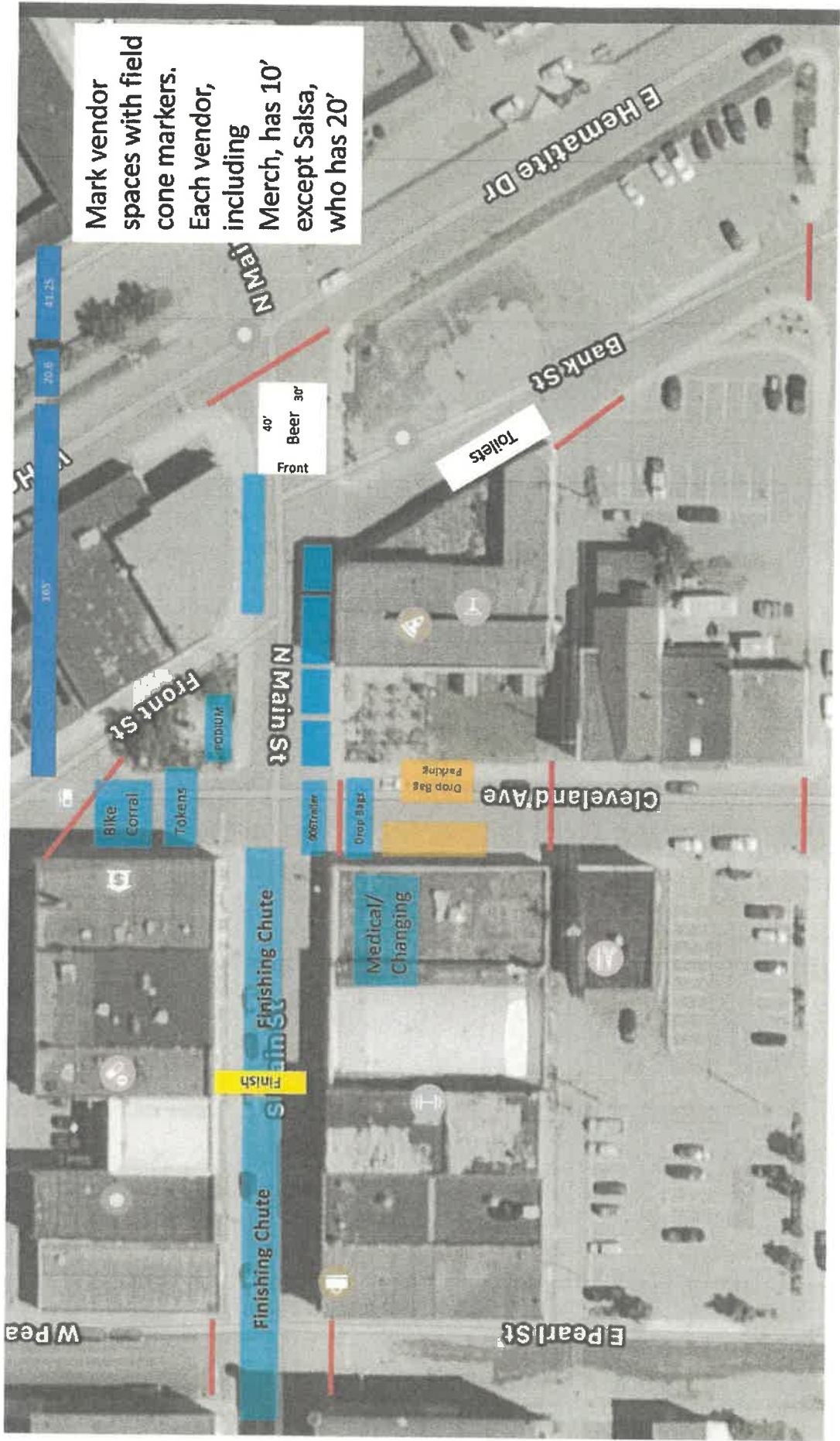
City Manager's Office
City Hall
E. Division Street
Ishpeming, Michigan 49849

7/21/2015



3 sides will be enclosed with 8' sections of interlocking metal barricades (indicated in blue). "Front" will have 24' of same barricades and a 6' opening. Opening will be staffed with volunteers who will check IDs, stamp hands of people over 21 to identify them to beer pourer and make transactions. No alcohol will be allowed outside the tent. Volunteers will monitor the entrance/exit between 12pm and 10pm. After 10pm, beer sales/consumption will end.

Perimeter: Salsa x6, Cog 2 more, Travel Marquette x1, others TBD



Mark vendor spaces with field cone markers. Each vendor, including Merch, has 10' except Salsa, who has 20'

40'
Beer 30'
Front



INCIDENT & EMERGENCY ACTION PLAN

Self-Supported: This race operates as a self-supported adventure. Road rules apply. The race does not operate aid stations. Volunteers do not cover road crossings. Racers are on their own and must fend for themselves. They can receive food/water from friends or family but no other assistance is permissible unless received from a fellow racer (mechanical).

Racer Director: Todd Poquette, 906-748-0034 or todd@906adventureteam.com

Course Officials (responsibilities):

1. Provide a properly signed course.
2. Provide accurate GPX files for race day.
3. Advise racers of the self-supported ethos and potential risks and danger associated with the event.
4. Locate racer drop bags at the race transition point in Negaunee (Jackson Mine Park).
5. Provide accurate and up to date information in the weeks leading up to the race.
6. Respond to and answer racer questions leading up to the race – on race day racers are on their own.
7. Notify local law enforcement agencies, central dispatch and search and rescue of race operations the weekend of the event.

Allocation of Resources:

1. The race is self-supported. In the event of an emergency all participants have been instructed to dial 911. All participants have been instructed to come prepared and fend for him/herself.
2. Mobile phones with all race officials on racecourse.
3. Race plates: allocated to participants before the event.
4. Race sweep to confirm the course is clear of riders.
5. Race plates contain a contact number in the event of a mechanical, an injury or decision to quit.



6. The race officials use timing pads to help them narrow the location of active racers.

Cut-off time

1. There will be a cutoff at 2:00am Sunday morning in Jackson Park.

Search and Rescue:

1. All emergency response will be handled by Marquette County Search and Rescue.
2. In case of emergency all calls will be directed to 911 with central dispatch handling asset coordination.
3. Racers are advised **ROAD RULES APPLY**.

GPX File

The event will provide a GPX file for participants to use as a primary source of navigation in the event signs are pulled down or they happen to get lost. Participants are advised GPS units are **required** and the race director assumes no responsibility for those who fail to follow the rules.

Event and Traffic Management Signage

Marji Gesick course signage, traffic management signage and safety signage will be strategically placed throughout the course route. Signage will be up the day prior to the event and removed the day following the event. All racers will be advised "Road Rules" apply – traffic will not stop for racers, bikes must yield to traffic.

We cannot stress enough that signage can be torn down, blow down or be eaten by wild animals. We cannot guarantee the presence of signage on race day. All participants are advised to bring working GPS units and an ability to manage their navigation needs. They are also advised road rules apply and that they must obey all traffic laws on course.

**Media**

The sole person to communicate to the media will be the race director.

Emergency Access for Medical Professionals

Course design allows access for emergency medical staff and emergency vehicles at several points throughout the route. Search and Rescue will determine what form of assistance/evacuation is required.

In the event of an accident or injury

1. All race participants will be notified at the race briefing that if an accident occurs, to contact 911 or a race course official who will then contact 911 and notify them of the accident, location and circumstances.
2. Non-threatening or minor injuries should be reported directly to the Race Director or other another course official.

Aid-Stations

Aid Station are not provided by the race. The race is Self-Supported. Road Rules apply.

Self Supported Ethos

The Marji Gesick is operated as Self Supported. Competitors have been told no one is out there to save them, they are on their own and they need to be fully prepared to coordinate their personal support. Support from family and friends will be allowed but will not be facilitated in any way by the race committee. The MG100 is an adventure race and only those individuals fully aware of and comfortable with the potential risks of such an endurance event should attempt.

FINISH LINE Overview



Attractions

Museums

Transit

Pharmacies

ATMs

 = BARRICADES

He

Bank St

N 2nd St

Bank St

N 1st St

Hemette Dr

Main St

Canda St

Iron Range Agency

Congress Pizzas
Takeout

Hemette Dr

Canda St

Stonehouse
Window & Door

Front St

Hometown Service
Auto parts store

S Pine St

mBank

Velodrome
Coffee Company

Snyders Drug Store

Sarasin & Associates, Inc

S 1st St

Yoopter Goddess
Clothing store

Brogie's Tavern

Concepts Consulting

Main Street Antique Mall
Antique store

Mama Mia's Italian
Takeout

Dave's Barber Shop

Wonder Bar

West End Ski & Trail
Bicycle store

Avant Gardens Floral
Delivery

E Pearl St

Walsh's Magic Touch

E Pearl St

Rollie's Furniture
Delivery

Paradise Bar
Takeout

Inspired Art and Gifts UP
Gift shop

Sherry's Beauty Boutique

Wilderness Sports
Sporting goods store

Buck's
Takeout

(288)

W Division St

S Pine St

S Lake St

Carroll Broad

Ishpeming
Municipal Building

Rare Earth
Goods and Cafe
Takeout

Salvation Army

Google

arride annale

Map data ©2021

United States

Term

11

ORDINANCE NO. 11-200

AN ORDINANCE TO PROVIDE FOR THE TIME AND PLACE OF THE
REGULAR MEETINGS OF THE CITY COUNCIL

THE CITY OF ISHPEMING ORDAINS:

Section 11-201. That the City Council shall hold its regular meetings once each month on the first Wednesday following the first Monday in the month at 7:00 P.M. local time, unless the same shall fall on a legal holiday, in which event, said regular meeting for that month shall be held on the evening of the following day, or, unless by motion, the City Council sets a different day of the month for the regularly scheduled meeting by indicating the meeting date being changed and establishing another meeting date to take its place. Any change in the regular meeting date because of other City business, which is the first Wednesday following the first Monday, shall be published in the official newspaper at least one week prior to the regularly scheduled Wednesday meeting.

Section 11-202. That the City Council shall hold its meetings at City Hall or at the Ishpeming Senior Citizens Center or at such other place as determined by the City Council.

Section 11-203. This ordinance is declared to be an emergency ordinance and shall take immediate effect.

Adopted: February 21, 1944
Amended: August 5, 1970
Amended: June 9, 1971
Amended: June 7, 1972
Amended: April 22, 1992
Amended: November 8, 2000

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2021 ISHPERING CITY COUNCIL
REVISED MEETING SCHEDULE

Beginning September 8, 2021, all Ishpeming City Council Meetings will begin at 6:00 p.m. instead of 7:00 p.m. All meetings will continue to be held in the Council Chambers at Ishpeming City Hall, 100 E. Division Street in Ishpeming.

Wednesday, September 8, 2021

Wednesday, October 6, 2021

Wednesday, November 3, 2021

Wednesday, December 8, 2021

Questions may be directed to the City Clerk at the above address or calling 906-485-1091, Extension 203.

13

RESOLUTION NO. #9-2021
CITY OF ISHPEMING

RESOLUTION APPROVING AND AUTHORIZING SIGNATURES TO MICHIGAN
DEPARTMENT OF TRANSPORTATION CONTRACT #21-5283

WHEREAS, the City of Ishpeming hereby enters into and approves Contract #21-5283, Job Number 208256CON with the Michigan Department of Transportation for the purposes of the Empire Street from Main Street to Third Street Project;

THEREFORE, BE IT RESOLVED, the City of Ishpeming hereby authorizes the City Manager and the Mayor to sign, on its behalf, Contract #21-5283 with the Michigan Department of Transportation.

The following aye votes were recorded: _____

The following nay votes were recorded: _____

Adopted this 4th day of August, 2021.

STATE OF MICHIGAN)

)ss

COUNTY OF MARQUETTE)

I Cathy Smith, Clerk of the City of Ishpeming, Michigan, do hereby certify that the above is a true and correct copy of the Resolution adopted by the Ishpeming City Council at a regular meeting held on August 4, 2021.

Signature

City Clerk

Title

August 4, 2021

Date

July 2, 2021

Michigan Municipal League Annual Meeting Notice

(Please present at the next Council, Commission or Board Meeting)

Dear Official:

The Michigan Municipal League Annual Convention will be held in Grand Rapids, September 22-24, 2021. The League's "Annual Meeting" is scheduled for 4:15 pm on Wednesday, September 22 in Ambassador Ballroom East at the Amway Grand Hotel. The meeting will be held for the following purposes:

1. Election of Trustees. To elect six members of the Board of Trustees for terms of three years each (see #1 on page 2).
2. Policy. A) To vote on the Core Legislative Principles document.

In regard to the proposed League Core Legislative Principles, the document is available on the League website at <http://www.mml.org/delegate>. If you would like to receive a copy of the proposed principles by fax, please call Monica Drukis at the League at 800-653-2483.

B) If the League Board of Trustees has presented any resolutions to the membership, they also will be voted on. (See #2 on page 2.)

In regard to resolutions, member municipalities planning on submitting resolutions for consideration by the League Trustees are reminded that under the Bylaws, they must be submitted to the Trustees for their review by August 20, 2021.

3. Other Business. To transact such other business as may properly come before the meeting.

Designation of Voting Delegates

Pursuant to the provisions of the League Bylaws, you are requested to designate by action of your governing body one of your officials who will be in attendance at the Convention as your official representative to cast the vote of the municipality at the Annual Meeting, and, if possible, to designate one other official to serve as alternate. Please submit this information through the League website by visiting <http://www.mml.org/delegate> no later than August 20, 2021.

We love where you live.



Regarding the designation of an official representative of the member to the annual meeting, please note the following section of the League Bylaws:

“Section 4.4 - Votes of Members. Each member shall be equally privileged with all other members in its voice and vote in the election of officers and upon any proposition presented for discussion or decision at any meeting of the members. Honorary members shall be entitled to participate in the discussion of any question, but such members shall not be entitled to vote. The vote of each member shall be cast by its official representative attending the meeting at which an election of officers or a decision on any proposition shall take place. Each member shall, by action of its governing body prior to the annual meeting or any special meeting, appoint one official of such member as its principal official representative to cast the vote of the member at such meeting, and may appoint one official as its alternate official representative to serve in the absence or inability to act of the principal representative.”

1. Election of Trustees

Regarding election of Trustees, under Section 5.3 of the League Bylaws, six members of the Board of Trustees will be elected at the annual meeting for a term of three years. The regulations of the Board of Trustees require the Nominations Committee to complete its recommendations and post the names of the nominees for the Board of Trustees on a board at the registration desk at least four hours before the hour of the business meeting.

2. Statements of Policy and Resolutions

Regarding consideration of resolutions and statements of policy, under Section 4.5 of the League Bylaws, the Board of Trustees acts as the Resolutions Committee, and “no resolution or motion, except procedural and incidental matters having to do with business properly before the annual meeting or pertaining to the conduct of the meeting, shall be considered at the annual meeting unless it is either (1) submitted to the meeting by the Board of Trustees, or (2) submitted in writing to the Board of Trustees by resolution of the governing body of a member at least thirty (30) days preceding the date of the annual meeting.” Thus, the deadline this year for the League to receive resolutions is **August 20, 2021**. Please submit resolutions to the attention of Daniel P. Gilmartin, Executive Director/CEO at 1675 Green Rd., Ann Arbor, MI 48105. Any resolution submitted by a member municipality will go to the League Board of Trustees, serving as the resolutions committee under the Bylaws, which may present it to the membership at the Annual Meeting or refer it to the appropriate policy committee for additional action.

Further, “Every proposed resolution submitted by a member shall be stated in clear and concise language and shall be accompanied by a statement setting forth the reasons for recommending the proposed resolution. The Board shall consider the proposal at a Board meeting prior to the next annual meeting and, after consideration, shall make a recommendation as to the advisability of adopting each such resolution or modification thereof.”

We love where you live.



3. Posting of Proposed Resolutions and Core Legislative Principles

The proposed Michigan Municipal League Core Legislative Principles and any new proposed Resolutions recommended by the Board of Trustees for adoption by the membership will be available on the League website, or at the League registration desk to permit governing bodies of member communities to have an opportunity to review such proposals and delegate to their voting representative the responsibility for expressing the official point of view of the member at the Annual Meeting.

The Board of Trustees will meet on Tuesday, September 21 at Amway Grand Hotel for the purpose of considering such other matters as may be requested by the membership, in addition to other agenda items.

Sincerely,



William Wild
President
Mayor, City of Westland



Daniel P. Gilmartin
Executive Director & CEO

We love where you live.



2021 Officer and Employee Delegate Certification Form

MERS Annual Business Meeting | October 2021

Please print clearly • Scan and attach this file when you register online • Retain a copy for your records

IMPORTANT: If you are not electing/appointing delegates to vote during the MERS Annual Business Meeting, please **DO NOT** submit this form. A **delegate** is **NOT** confirmed to have voting rights until this form has been uploaded with their online registration.

The voting delegate representative must be a MERS member, defined as an **active employee on payroll** who is enrolled in either a MERS Defined Benefit Plan, Defined Contribution Plan or Hybrid Plan.

1. Officer (and alternate) delegate information

The officer delegate (or alternate) shall be a MERS member who holds a department head position or above, exercises management responsibilities, and is directly responsible to the legislative, executive, or judicial branch of government.

Officer Delegate name

Officer Alternate name

Officer delegate and alternate listed above were appointed to serve during the 2021 MERS Annual Business Meeting by official action of the governing body (or chief judge for a participating court) on _____, 2021.

2. Employee (and alternate) delegate information

The employee delegate (or alternate) shall be an employee member who is not responsible for management decisions, receives direction from management and, in general, is not directly responsible to the legislative, executive, or judicial branch of government.

Employee Delegate name

Employee Alternate name

Employee delegate and alternate listed above were elected to serve during the 2021 MERS Annual Business Meeting by secret ballot election conducted by an authorized officer on _____, 2021.

3. Certification

NOTE: Certification should be signed by a member of the governing body or chief administrative officer, or the chief judge for a participating court. **An electronic signature is permissible.**

I certify that the officer delegate and alternate selections are true and correct, and the secret ballot election results for the employee delegate and alternate are true and correct.

Employer/municipality name*		Municipality number*	Email address	
Employer address		Employer city	Employer state	Employer zip code
Printed name		Title of authorized authority*		
Authorized signature*			Date	

* Required field

2

ways to
complete

1. You may complete it electronically (an electronic authorized signature is permissible), then save it and upload it when registering your delegate(s) – OR –
2. You may print it off and complete it, then scan and upload it to your computer for uploading when you register your delegate(s).

Ordinance 12-100: Water and Sewer Utility

Section 12-102(1a)

- Minimum monthly charge of \$49.70 for the first 0-2,500 gallons of water per month; for all metered water consumption greater than 2,500 gallons per month, an additional charge of \$19.88 per 1,000 gallons (or any part thereof).
- Above rates will be increased by 5% effective January 1 of each year

Section 12-102(2)

- Temporary Service based on average water usage

Section 12-102(3)

- Permit to install tap from City water main\$100.00
- If City does work to connect a line to a City water main\$500.00
- If private contractor does work to connect a line to a City water main...\$300.00

Section 12-102(4)

- Late Fee Penalty: 5% of past due utility bill

Section 12-102(5)

- Door Hanger\$25.00
- Opening or closing a street stop-cock
 - April through October\$25.00
 - April through October if due to delinquency\$40.00
 - November through March\$50.00
 - November through March if due to delinquency\$80.00
- Removal of water meter (for other than City purposes)\$35.00
- Overtime charge: Actual cost, with a minimum of \$200.00
- Thawing of frozen lines or pipes
 - Thawing from curb stop valve to water meter, actual cost with minimum charge of \$125.00 during normal hours
 - Minimum of \$250.00 if done on overtime
 - Minimum of \$350 if done on a Sunday or holiday

Section 12-102(6)

- Guarantee Deposit:
 - Single family residence user and other individual users.....\$250.00
 - Multiple family dwelling - \$250.00 per unit up to four (4) units.
 - Business, commercial, and industrial users, and large residential of more than four (4) units – an amount equal to the estimated usage for a one month period based on the usage of similar users.

Section 12-103(4)

- Damaged Meter – Actual cost of repairs if damage caused by neglect on the part of the consumer.
- Meter testing fee will be \$250 and will appear on the next billing statement along with the cost of the new meter.
 - If the meter does not meet AWWA accuracy standards the City will credit the meter testing fee, issue a bill credit based upon average consumption over the prior 12 months and credit the cost of the new meter.

Section 12-103(9)

- Repairing leaks between curb stop and water meter – responsibility of property owner unless the leak is caused by conditions existing on public property and no fault of the property owner, for which the City Council may waive costs.
- If leak is not repaired in five business days, a service fee of \$25.00 per day can be assessed until leak is repaired.

Section 12-104

- Civil fine of not more than \$200.00, plus costs, and if applicable damages and expenses as provided by law.

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Non-Resident

Interment or Disinterment	April 1 – November 30	December 1 to March 31
Casket	\$1,300.00	\$1,950.00
Urn in Ground	\$ 500.00	\$ 750.00
Children 5 & under (casket or urn)	\$400.00	\$600.00
Urn in Niche	No Charge	No Charge
Disinterment and Reinterment (Transfer within Cemetery)		
Casket	\$2,600.00	\$3,900.00
Urn in Ground	\$1,000.00	\$1,500.00
Children 5 & under (casket or urn)	\$800.00	\$1,200.00
Urn in Niche	No Charge	No Charge

After 3:00 p.m. weekdays and Saturdays, the following rates are in addition to the rates above.

- Casket\$450.00
- Urn in Ground.....\$150.00
- Urn in Niche.....\$50.00

Sundays and Holidays, the following rates are in addition to the rates above.

- Casket\$600.00
- Urn in Ground.....\$200.00
- Urn in Niche.....\$100.00

Special Services, the following rates are in addition to the rates above.

Graveside Services	Resident	Non-Resident
Tent, greens, lowering device, and chairs	\$200.00	\$400.00
Greens, lowering device, and chairs	\$90.00	\$180.00
Greens, lowering device	\$65.00	\$130.00
Lowering Device	\$40.00	\$80.00

Section 11-622: Transfer of Lot, Grave Space, or Niche

Deed transfer fee for a Lot, Grave Space, or Niche\$ 50.00

Section 11-627: Indigent Rates

As stipulated by Department of Social Services or State of Michigan.

Purchase of Lots and Niches

Lot Size	Resident	Non-Resident
1 grave space	\$550	\$1,100
2 grave spaces	\$1,100	\$2,200
3 grave spaces	\$1,650	3,300
5 grave spaces	\$2,750	\$5,500

Niche	Resident	Non-Resident
Bottom Row	\$1,095	\$2,070
Second Row	\$1,145	\$2,170
Third Row	\$1,195	\$2,270
Top Row	\$1,245	\$2,370

****Prices for Lots and Niches include 50% to the Perpetual Care Fund**

Staff present: April Holm, DPW Office Manager, and Ryan Martinac - Cemetery.

Council Liaison: Councilmember Scanlon was absent.

Present: Dr. Stephen Piereson, Christine Moffat, Tracy Magnuson and Karen Kasper (4). Absent: John Carlson.

The Ishpeming Cemetery Board meeting was held on Monday, July 19, 2021 at the Ishpeming City Hall Conference Room. The meeting was called to order at 3:03 p.m. by Member Piereson.

PUBLIC COMMENT – None.

MINUTES OF THE PREVIOUS MEETING

A motion was made by Member Magnuson, supported by Member Kasper and carried unanimously to approve the minutes of May 17, 2021 as presented.

COLUMBARIUM

April Holm discussed that the etching for Rest In Peace columbarium has still not been finished. The city was given a couple of etching dates by Republic Memorial but all have gone by without a finished product. The issue has now been turned over to the City Manager's office for next steps.

Member Piereson inquired about the unfinished walkway for the last columbarium. Ryan Martinac explained that staffing and being extremely busy with burials this summer has definitely delayed the process. He is hoping by September or October the final walkway will be completed.

The Cemetery Board discussed the motion by City Council not to place the grass carpeting at the columbarium area. They suggested that sod would be a better option. A motion was made by Member Magnuson with support from Member Moffatt to purchase sod for the columbarium areas. The motion passed unanimously. Member Magnuson did want to note that she still thinks that the grass carpet was a better option.

CEMETERY REPORT

Ryan Martinac went over the Cemetery Report for 2021. He discussed that we continue to be extremely busy with burials this summer.

OLD/NEW BUSINESS

Member Kasper will begin her Cemetery Tours on August 3 and will hold the tours every Tuesday for the remainder of August and also will hold a tour on the last Thursday of August. The tours will focus on Cemetery blocks 45, 46, 47, and 47A.

There has been a ton of requests to transfer deeds of purchased lots to other family members this past year. This process has created a lot of extra paperwork for multiple departments. April Holm suggested adding a fee to the fee schedule for deed transfers. Member Magnuson made a

motion to suggest that City Council add a deed transfer fee of \$50 to our current fee schedule. The motion had support from Member Moffatt and passed unanimously.

Ryan Martinac asked the Board about the possibility of splitting up 5 space lots into two 2 space lots as needed in Block 83. Those are the only remaining unsold lots in that block and we have had many inquiries on 2 space lots. Member Magnuson made a motion to break 5 space lots into 2 space lots as needed. The motion was supported by Member Kasper and was passed unanimously.

NEXT MEETING DATE AND PLACE

The next meeting will be held September 20, 2021, at City Hall.

ADJOURNMENT

At 3:40 p.m., a motion was made by Member Kasper with support from Member Magnuson to adjourn.

Respectfully submitted,

April Holm
Recording Secretary

POLICE DEPARTMENT

Police reports	\$10.00
Breathalyzer tests (PBT)	\$5.00 per test
NSF Check Complaint Processing Fee	\$40.00 per complaint
Finger Prints	Ink - \$25.00 LiveScan - \$65.00
Liquor License Approvals	\$25.00 (Fee can be waived at discretion of the Chief of Police for special licenses converting to open license)
Serving of Eviction Papers	\$30.00

PUBLIC WORKS

Hydrant Meter Usage	\$250
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OTHER CHARGES

- City of Ishpeming Charter \$5.00 per copy
- City Budget (Actual or Proposed) \$25.00
- City Zoning Ordinance \$25.00
- City Recreation Plan \$20.00
- City Master Plan \$20.00
- Photocopy Charge \$.50 per page
- Bad Checks/Electronic Payment \$30.00 per NSF Check
- Stop Payment Fee \$45.00
-

Other Permits

- Sidewalk Permit ~~\$30.00~~ \$50.00
- Utility/Excavation Permit ~~\$50.00~~ \$100 – Refundable Cash Bond ~~\$200~~ \$500
- Curb Cut and Driveway Permit \$50.00

- Dog Licenses

One Year	\$16.00 (\$8.00 if spayed or neutered)
Three Year	\$40.00 (\$20.00 if spayed or neutered)

- Freedom of Information Requests

Please refer to the City of Ishpeming, Freedom of Information Act Policy. Copy is available on the City website www.ishpemingcity.org or a paper copy is available at City Hall.



CITY OF ISHPEMING, MICHIGAN

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

17

M E M O

TO: City Council

FROM: Cathy Smith, City Clerk/Assistant to the City Manager *CS*

RE: Traffic Control Order

DATE: September 29, 2020

By authority of R 28.1153, Rule 153 of the Uniform Traffic Code, the Street Administrator has hereby issued the following traffic control order.

1. **Add to Section I: Yield to Right-of-Way Intersections Designated**

- High Excelsior Street shall yield to Middle Street
- Low Excelsior Street shall yield to Lower Excelsior Street

cas

cc: Steve Snowaert, Chief of Police
Caroline Bridges, City Attorney
Jason Annala, Fire Chief
Craig Cugini, City Manager



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

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



18(a)

City Manager

From: MDOT-OED-CategoryB <MDOT-OED-CategoryB@michigan.gov>
Sent: Thursday, July 29, 2021 3:46 PM
To: Zuzga, Christine (MDOT); Belisle-Toler, Tyler (MDOT)
Subject: Transportation Economic Development Fund Category B - Delay in Award Announcement

Good afternoon,

Thank you to all the applicants that have shown interest in the Transportation Economic Development Fund Category B program for fiscal year 2022. This year MDOT has received a significantly larger number of applications than expected, which demonstrates the increasing need for funding to improve local roadways. While we originally intended to have the award announcements by the end of July, due to the high number of applications received, the review process has taken longer than normal. As such, we anticipate announcements to be made on the week of August 9th. Each applicant will be notified of their results via email. We appreciate your patience through this process.

Sincerely,

Christine M. Zuzga, AICP

TEDF Manager, Office of Economic Development
Michigan Department of Transportation



Van Wagoner Building
425 W. Ottawa Street, PO Box 30050
Lansing, MI 48909



517.388.7644



ZuzgaC@michigan.gov
Mail Code: 8441

18(b)



Consulting
Engineers and
Scientists

July 30, 2021
Proposal 610043

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

RE: Proposal for Engineering Services, Condition Assessments and Repair or Replacement Alternatives for the City of Ishpeming's Fire Tower, Fire Station Floor, DPW Maintenance Shop Floor and Library Columns, Ishpeming, MI

Dear Mr. Cugini,

GEI Consultants of Michigan, P.C. (GEI) is pleased to provide a proposal for a condition assessment and repair or replacement alternatives for the existing structures at the above referenced site. This proposal summarizes our understanding of the project and outlines our scope of services, the anticipated schedule, and associated costs.

Background and Purpose

The City of Ishpeming (the City) has requested assistance evaluating the existing structure fire tower, fire station floor, DPW maintenance shop floor and library columns on a variety of city properties. We understand that the intent is to document the current condition, provide a structural safety assessment, and recommendations on what type of repairs and/or replacement may be needed. GEI will provide up to three options for repairs and/or replacement at each location based on the site findings.

GEI understands the condition assessment and repair/replace alternatives will be used to help the City plan for future occupancy, use, and capital improvements. Information provided by GEI will note any limiting factors that would require additional investigation should the City plan to invest further in the current structure. GEI will prepare and submit a condition assessment summary letter for each structure to the City summarizing our findings.

Scope of Services

GEI will perform a condition assessment of each existing structure. The site observations will consist of one (1) day onsite for a professional structural engineer registered in the State of Michigan. The purpose of the condition assessment is to identify the condition of the existing building elements and specifically note structural elements that may require repairs. GEI understands that the structures are at different locations within the city; however, does not anticipate the condition assessment to take more than one day. Any available reference information about the building structures (e.g., construction drawings, photos, etc.) should be made available at this time.

It should be noted that GEI will not remove wall or ceiling coverings to gain visual access to the structural elements that are not readily visible. GEI will not perform demolition or destructive testing during the course of the condition assessment. The structure will be assessed based on visual observation of the safely accessible elements.

GEI anticipates the project deliverable will include a summary letter of findings and recommendations based on our site observations for each structure. Findings will describe current condition of structural members, condition of the exterior and interior walls, and any limiting factors for future capital improvements. A photo log from the site visit will also be submitted to the City and referenced in the letter summarizing our findings.

GEI will also prepare up to three repairs and/or replacement alternatives for each structure to include in the summary letter. Each alternative will be included schematic details and an opinion on probable costs. The schematic details are not intended to be used for construction.

Project Schedule

The site assessments included in these services can be initiated on or after August 16, 2021. The summary reports as outlined above will be submitted in PDF format within three (3) weeks of the site assessments completion.

Project Assumptions

GEI has assumed the following in preparation of the scope of work and fees:

- The City can provide or arrange right-of-access to the site for GEI, its employees, agents, and contractors, to conduct these services.
- Condition assessment will be based on visual observation.
- One (1) site visit, up to 8 hours in duration, will be required.
- For Construction designed repairs and/or reinforcement to address any deficiencies identified during the condition assessment are not included in the scope of services described above.

Fee and Conditions of Service

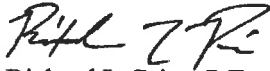
We propose to complete these services for a lump sum fee of **\$8,500.00** (as broken out in the table below) in accordance with the terms and conditions of the attached Professional Services Agreement. If this proposal is acceptable, please authorize GEI to perform this work by executing the attached Agreement, which will serve as our contract and notice to proceed.

Location	Fee
Fire Tower	\$ 3,000
Fire Station Floor	\$ 2,000
DPW Maintenance Shop Floor	\$ 2,000
Library Columns	\$ 1,500
Total:	\$ 8,500

Should you have any questions regarding the scope of services, fee, or schedule as presented herein, please contact Richard Price, P.E. at (906) 629-1383. We thank you for the opportunity to submit this proposal and look forward to working with you on this project.

Sincerely,

GEI CONSULTANTS OF MICHIGAN, P.C.



Richard L. Price, P.E.
Project Manager



Chris R. Abraham, P.E.
Senior Engineer

Enclosures: Professional Services Agreement

RLP:plw

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STANDARD PROFESSIONAL SERVICES AGREEMENT

1. AGREEMENT

This Agreement is made and entered into by and between

City of Ishpeming, 100 E. Division Street, Ishpeming, MI 49849 and
GEI Consultants of Michigan, P.C., 109 W. Baraga Avenue, Marquette, MI 49855

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 Agreement, including but not limited to, acts of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods, epidemics, 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 of 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:	Mr. Craig H. Cugini
	100 E. Division Street, Ishpeming, MI 49849
<hr/>	
For GEI:	Mr. Richard Price
	109 W. Baraga Avenue, Marquette, MI 49855
<hr/>	

- 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:  _____
(Signature)

Chris Abraham, P.E.

(Print Name)

Senior Engineer

(Title)

July 30, 2021

(Date)

STANDARD PROFESSIONAL SERVICES AGREEMENT

EXHIBITS A-H

EXHIBIT A

Scope of Services and Schedule

Please see attached proposal/letter dated July 30, 2021, for Engineering Services, Condition Assessments and Repair or Replacement Alternatives for the City of Ishpeming's Fire Tower, Fire Station Floor, DPW Maintenance Shop Floor and Library Columns.

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 July 30, 2021.

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, nonowned, and hired vehicles used in connection with the services under this Agreement.

D. Professional Liability Insurance:

\$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, alkalis, 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/Remediation 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.~~

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.~~