

ISHPEMING CITY COUNCIL
Wednesday, March 9, 2022 at 6:00 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 (February 9th and Closed Session February 9th)
 - b. Approval of Disbursements
 - c. Confirm payment to the Ishpeming Senior Center: \$9,000
 - d. Declare 606 Library books as surplus
8. Monthly Financial Statement Report
9. Special Event Applications
 - a. Fourth of July Festivities and Parade: July 2, 2022
10. Approve lease agreement with RAMBA for the Howard Oil Building
11. Resolution #3-2022, Accept Drinking Water Asset Management Grant Agreement and Designation of Authorized Official to sign all grant documents
12. Strategic Revolving Fund
 - a. Water Project Planning
 - b. Sewer Project Planning
13. Award of bid to A. Lindberg and Sons for the Empire Street Water Project
14. Authorize purchase of three bunker coats and three bunker pants for the Fire Department - \$7,000
15. Acquisition of property located at 443 Marquette Street from the Marquette County Land Bank
16. Discuss offer to purchase property at 52-51-573-028-00 (Pumphouse Property)
17. Recommendation from Parks and Recreation Commission to increase part-time laborer wage
18. Department of Public Works GIS Improvements
 - a. Approve Tri-Media Proposal 2021-7041a: Annual GIS Maintenance
 - b. Approve Tri-Media Proposal 2021-7042a: Import hard-copy sanitary sewer data into GIS
19. Letter of Agreement with DPW Chapter of AFSCME Local 1282
20. Set Special Meeting on March 30, 2022 for workshop to discuss Attainable Housing and Brownfield
21. Old Business
22. New Business
23. Public Comment (*limit 3 minutes per person*)
24. Mayor and Council Reports
25. Manager's Report
26. Attorney's Report
27. Closed session pursuant to MCL 15.268(a) to consider a periodic personnel evaluation
28. Adjournment


Craig H. Cugini,
City Manager

7C

CONTRACT FOR SENIOR SERVICES
BETWEEN

THE CITY OF ISHPEMING,
called "Municipality" and
"Grantor"
and

THE GREATER ISHPEMING COMMISSION ON AGING
called "GICOA and Grantee"

This Agreement, made as of the ____ day of ____, 2022 by and between The City of Ishpeming, a Michigan Municipal Corporation and the Greater Ishpeming Commission on Aging, referred to as GICOA;

WITNESSETH, that the Municipality and GICOA in consideration of the mutual covenants hereinafter contained agree as follows:

1. GICOA agrees for the calendar year 2022 to provide services to senior citizens residing in the Western area of Marquette County to be identified within Paragraph 2, infra, for the benefit of the GICOA's Ishpeming Multi-Purpose Senior Center in exchange for an appropriation or award of a general support grant in the amount of \$9,000 from the City of Ishpeming's general tax revenues as supported by motion and vote of the Ishpeming City Council on March 9, 2022.
2. Senior services provided by the GICOA shall be, but not necessarily limited to, as follows:

Noon meals, monthly activities, caregiver and friends, legal clinics, blood pressure clinics, foot care clinics, or general operations.
3. Services will be provided to senior citizens, 60 years or older, who reside in the City of Ishpeming and the Townships of Ely, Tilden, Humboldt, Champion, Michigamme and Republic.
4. GICOA will continue to qualify as a tax-exempt organization under Section 501©(3) of the Internal Revenue Code and GICOA will notify the City of Ishpeming immediately if the Internal Revenue Service proposes to change or revoke its tax-exempt status.
5. The appropriation/grant award shall be made in a single payment upon the execution of this contract and after the notification of the appropriation to a private organization through publication in a newspaper of general circulation within 10 days following approval by the Ishpeming City Council in accordance with the provisions of MCL 400.571-400.577. Said statutory cite allows a city to provide services to persons 60 years or older as a permissible municipal expenditure.

The Ishpeming City Council hereby deems the provision of services to senior citizens to be a valid public purpose and therefore an allowable municipal expenditure.

IN WITNESS WHEREOF, the parties have signed this Contract on the day and year first above written.

The City of Ishpeming, a Michigan Municipal Corporation
“Municipality” and/or “Grantor”

By: Its Mayor

The Greater Ishpeming Commission on Aging
“GICOA” and/or “Grantee”

By: Its Executive Director

CITY OF ISHPEMING
NOTICE OF APPROPRIATION

The City of Ishpeming is entering into a service agreement with the Greater Ishpeming Commission on Aging for calendar year 2022 in the amount of \$9,000. Services will be provided to senior citizens, 60 years of age or older, who reside in the City of Ishpeming and the Townships of Ishpeming, Ely, Tilden, Humboldt, Champion, Michigamme, and Republic.

Questions may be directed to the City of Ishpeming Manager's Office, 100 E. Division Street, Ishpeming, Michigan, 49849; phone 906-485-1091, Ext. 203.



PARADE PERMIT APPLICATION FORM

9(a)

I, Tia Rodda, an official representative of (Name of Organization)
Ishpeming 4th of July Committee

hereby make application to conduct a parade on (date) July 2nd, 2022. It will begin at
10:30 am and end at 12:00 pm.

The parade will form at (location) Empire & Third Street

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

South on 3rd to Hematite, West on Hematite to Main St. South on Main St. to Division

East on Division to disperse past Ishpeming High School

I wish to have parking restricted on the following streets: All of the above streets and Bessemer, Park
Wabash, Michigan, Maurice, Empire, 2nd to 5th.

I wish to have the following intersections blocked: Bessemer, Empire and Hematite at 3rd
Main at 3rd & Division

Estimated number of units to be in the parade: 100

Equestrian (horse) units: 2 ??

Number of people provided to monitor the parade: 15

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

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

Signature of Applicant: 

APPROVED BY:

Chief of Police: _____ City Clerk: _____

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.

(Ishpeming Independence Day Celebration)

Organization's Name Ishpeming 4th of July Phone (906)

Organization Address P.O. Box 173 Ishpeming

Organization's Agent Andrea Jackson Phone (906)

Agent's Title President

Agent's Address 446 Euclid St. Ishpeming, MI 49849

Event Name Ishpeming Independence Day Celebration

Event purpose celebrate Independence Day throughout the City

Event Dates Saturday July 2nd 2022

Event Times 8:00 a.m. - 11:00 p.m.

Event Location Al Quaal - Throughout Downtown City Street

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

1st Saturday of July

Next year's Specific Dates:

July 1st 2023

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:

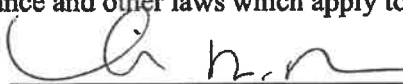
parade application submitted also

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.

2/23/2022
Date


Signature of Organization's Agent

Tia M. Regula
Parade Chair

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

HOWARD OIL BUILDING LEASE WITH RAMBA

10

This Lease is made by and between the City of Ishpeming, a Michigan Municipal Corporation, of 100 East Division Street, Ishpeming, Michigan ("City" and "Lessor") and RAMBA, a Non-Profit, Volunteer Organization, of P.O. Box 14, Ishpeming, Michigan ("Lessee"), as follows:

1. City hereby agrees to lease to Lessee a building located in the NW ¼ of the NE ¼ of Section 11, T47N R27W, in the City of Ishpeming, County of Marquette, and State of Michigan, which building is more fully described and located as shown on Exhibit 1 attached hereto, which building is also known as the old "Howard Oil Company" building (the "Building" herein).
 2. The term of this lease is fifteen (15) years, starting on July 12th, 2021, and expiring on July 12th, 2036.
 3. Lessee shall pay rent to the City in the amount of one dollar (\$1.00) per year. Rent for the fifteen (15) year lease (\$15.00) shall be due and payable upon signing of this lease.
 4. Lessee shall be responsible for all damage(s) to the Building. Lessee does not need electricity, water, sewer, or any other utility. Building will be used for cold storage and maintenance of grooming equipment and trail related items. Any request for Lessee to acquire utility service, or to heat the building, shall require a written modification of this lease.
 5. Lessee is also granted a non-exclusive license to use the existing private road between Business Highway M-28 and the Building, as shown and located on Exhibit 1 hereto, for purposes of ingress and egress to/from the Building. Lessee is also granted a non-exclusive license from the Building to the existing Iron Ore Heritage Trail lying south of the Building, via the existing trail, for the purposes of access by Lessee's trail grooming equipment.
 6. a) The sole use of the Building by Lessee shall be for the storage, maintenance, and repair of grooming and trail building equipment. All maintenance and repair of the grooming and trail building equipment shall be done completely inside the Building. All used oil, used petroleum products, gasoline, and all other petrochemical shall be disposed of in an environmentally safe manner, shall not be disposed of anywhere in, on, around, or under the Building or surrounding property, and shall be disposed of in strict accordance with all rules and regulations promulgated by the Michigan Department of Environmental Quality (MDEQ) or its successor. No oil changes are permitted outside the Building.
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- b) No fuel or gasoline storage facilities shall be kept or maintained in the Building or anywhere on or in the area of the Building.
7. During the term of this Lease, Lessee shall provide liability insurance in an amount not less than One Million (\$1,000,000) Dollars per occurrence, covering claims for personal injury, loss or death, or other damage arising out of the use or occupancy of the Building or the access routes described herein, naming the City as an insured, and shall provide a copy of each current certificate of insurance to the City.
8. During the term of this Lease, Lessee shall indemnify, defend, and hold harmless City and all officers, employees, and agents of the City from all claims for personal injury and/or property damage arising out of any act or omission, or any alleged act or omission of Lessee or any of its members, in the use or occupancy of the Building, in the use of the private road license granted herein, or in any way related to the Building or the license granted herein. Such indemnity shall include indemnity for all costs and expenses incurred by the City in investigating and/or defending any claim or litigation brought against the City or any of its officers, employees, or agents, as well as all costs, expenses, damages and other sums the City is required to pay in any way related to this Lease or to the use or occupancy of the Building or the license rights granted herein.
9. Lessee shall make no structural repairs or improvements or undertake any structural changes or modifications to the Building without the express written approval of the Ishpeming City Council; provided, however, that Lessee may modify the North end of the Building to accommodate ingress and egress for its grooming and trail building equipment. Said modification shall be approved by the City Manager prior to commencement of any demolition or construction. Lessee shall not install any supplemental heating system or any wood burning or pellet burning stove or furnace, or any gasoline, propane or kerosene furnace or heater, or any other heating system in the Building, without the express written approval of the Ishpeming City Council.
10. This Lease may not be transferred or assigned by Lessee and Lessee may not sublet the premises, without the express written approval of the Ishpeming City Council. As an exception to the prohibition on subleasing, Lessee shall be allowed to sublease to the Iron Ore Heritage Trail and the Ishpeming Ski Club, two similarly situated non-profit entities, to store their materials and equipment inside the leased premises, without further approval of the City Council or modification of this lease. Nothing in this paragraph shall relieve Lessee of its obligations to Lessor under this lease, and Lessee shall have the same liability for and obligation to indemnify Lessor in relation to the property and actions of others as it does for its own property and actions as set forth in this Lease.
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11. The City may extend or renew this Lease for an additional period of fifteen (15) years

after the expiration of the term of this Lease; provided, however, that such an extension or renewal shall only be effective upon the mutual agreement of the parties, and reduced to a written instrument that is signed by both parties.

12. Lessee understands and acknowledges that the Building was previously used as a petroleum storage/handling facility and/or warehouse for petroleum products, that the Building has been vacant for a number of years, that there may be no functioning heat, water, sewer, electric, or other utility serving the Building, and that the Building may be in a state of disrepair or obsolescence. The City does not promise nor guarantee that the Building is safe nor sanitary. The City does not guarantee that the Building is fit or usable for Lessee's intended purposes. Lessee agrees to take the Building in its "AS IS, WHERE IS" condition. Lessee further acknowledges that it has had the opportunity to inspect the Building and is not relying upon any promises or representations made by the City or any officer, employee, or agent of the City with respect to the condition of the Building.
13. Failure by Lessee to comply with all of the terms and provisions in this Lease, or breach of any term or provision in this Lease by Lessee or any person using the Building with the consent or approval of Lessee may, in the sole discretion of the City, result in the termination of this Lease. Waiver by the City of any breach of this Lease shall not constitute waiver of any subsequent breach.
14. No alcoholic beverages or marihuana products of any kind and no controlled or illegal substances may be consumed, possessed, sold, distributed, or furnished to anyone, in, on, or in the area of the Building.
15. Approval of this Lease for signature by Lessee shall only be given by the Board of Directors of Lessee. Such approval shall be memorialized by a certified copy of the Resolution of Lessee's Board of Directors granting the Chair the authority to sign this lease on behalf of Lessee, which Resolution shall be attached hereto as Exhibit 2.
16. The City reserves the right to inspect the Building, with or without notice to Lessee, to assure strict compliance by Lessee with all of the terms and provisions of this Lease.
17. Upon the expiration or termination of this Lease, Lessee shall surrender the Building to the City in the same condition as when let, reasonable wear and tear excepted. Lessee shall not be entitled to any compensation, reimbursement or remuneration for any repairs or improvements made by Lessee to the Building.
18. This Lease can be terminated by either party at any time, after giving (60) days written notice of termination to the other party.

CITY OF ISHPEMING

Lindsay Bean, Ishpeming City Mayor

Date: _____

Cathy Smith, Ishpeming City Clerk

Date: _____

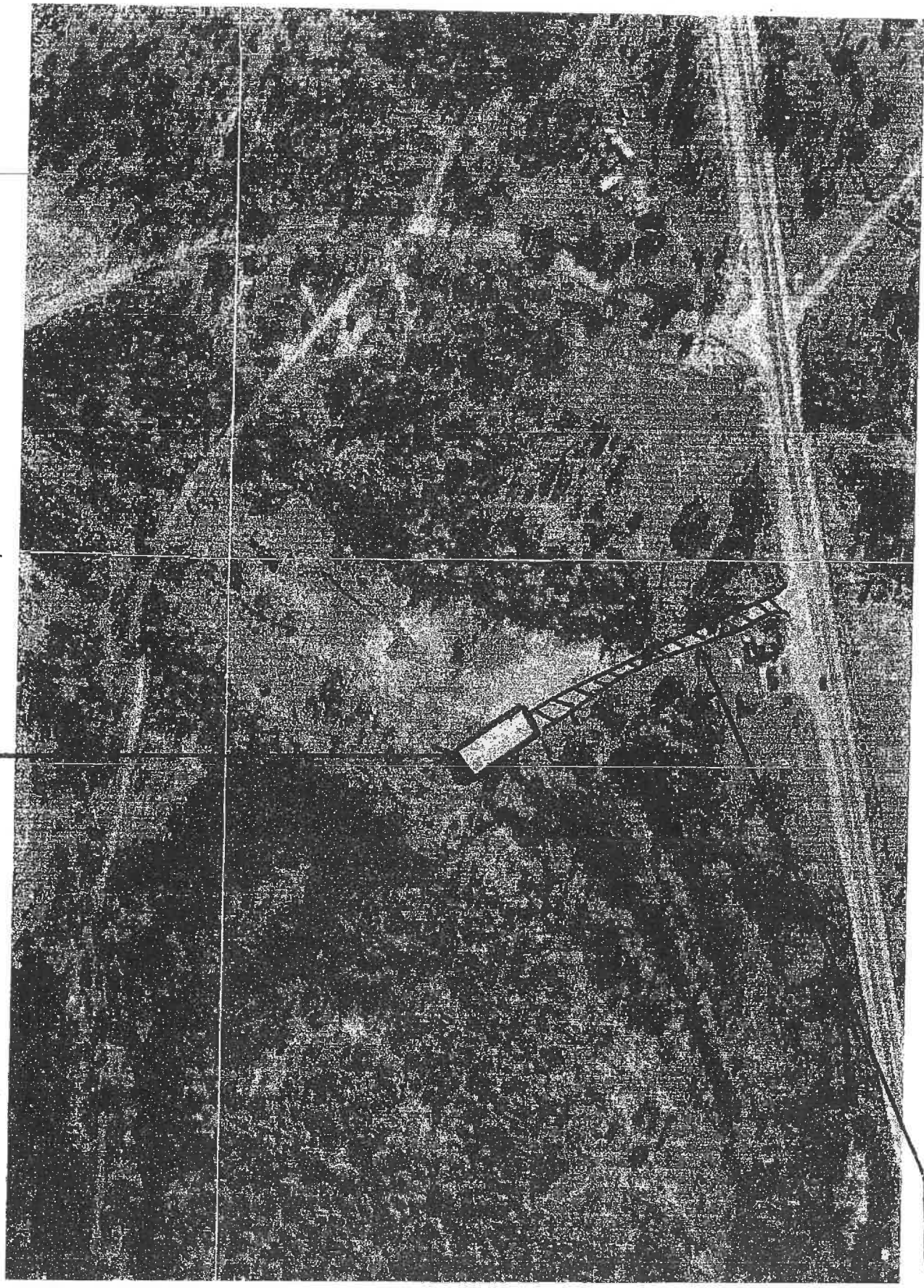
RAMBA



Tyler Gauthier, RAMBA President

Date: 3/1/2022

Building



ACCESS
EASEMENT
TO/FROM
BRM-28

EXHIBIT 1

CITY OF ISHPEMING
RESOLUTION #3-2022

RESOLUTION TO ACCEPT THE DRINKING WATER ASSET MANAGEMENT
GRANT AGREEMENT AND THE DESIGNATION OF AUTHORIZED OFFICIALS

WHEREAS, the City of Ishpeming has applied to the Michigan Department of Environment, Great Lakes, and Energy (EGLE) for a Drinking Water Asset Management Grant (DWAM);

WHEREAS, the Michigan Department of Environment, Great Lakes, and Energy approved the DWAM grant for work related to the City of Ishpeming's Distribution System Materials Inventory (DSMI) and drinking water Asset Management Plan (AMP).

NOW THEREFORE BE IT RESOLVED,

1. The person authorized to sign the grant agreement, all attachments, all amendments, and all further documentation including all payment requests and reporting documents that may be requested or required by EGLE in connection with the Grant, is Craig H. Cugini, City Manager.

Ayes: _____

Nays: _____

I hereby certify that the above RESOLUTION was adopted at a regular meeting of the Ishpeming City Council on March 9, 2022, by the number of votes required for adoption of a resolution under the Ishpeming City Charter.

Cathy Smith
Ishpeming City Clerk



**DRINKING WATER ASSET MANAGEMENT GRANT AGREEMENT
BETWEEN THE
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
AND CITY OF ISHPERING**

This Grant Agreement ("Agreement") is made between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), Finance Division ("State"), and **City of Ishpeming** ("Grantee").

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to Public Act 57 of 2019. This Agreement is subject to the terms and conditions specified herein.

Project Name: AMP/DSMI
Amount of grant: \$663,000
Amount of match: None required
Start Date: 10/15/2020

Project #: DW-097
State Funding: 100% of grant
PROJECT TOTAL: \$663,000
End Date: 03/15/2025

GRANTEE CONTACT:

Craig Cugini, City Manager

Name/Title

City of Ishpeming

Organization

100 E Division Street

Address

Ishpeming, MI 49849

Address

(906) 485-1091

Telephone number

citymanager@ishpemingcity.org

E-mail address

CV0047803

SIGMA Vendor Number

STATE'S CONTACT:

Leanne Hardisty, Departmental Analyst

Name/Title

Finance Division

Division/Bureau/Office

525 W Allegan Street

Address

Lansing, MI 48909

Address

(517) 582-0398

Telephone number

hardistyl@michigan.gov

E-mail address

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

FOR THE GRANTEE:

Signature

Craig Cugini, City Manager

Name/Title

Date

FOR THE STATE:

Signature

Kelly Green, Administrator

Name/Title

Date

I. PROJECT SCOPE

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

Upon signature by the State, the Agreement shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

III. CHANGES

Any changes to this Agreement shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

(A) The Grantee must complete and submit financial and progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be submitted via the Financial Status Report Form as provided by EGLE, and due according to the following:

Reporting Period	Due Date
Jan 1 – Jan 31	Feb 28
Feb 1 – Feb 28	Mar 31
Mar 1 – Mar 31	April 30
April 1 – April 30	May 31
May 1 – May 31	June 30
June 1 – June 30	July 31
July 1 – July 31	Aug 31
Aug 1 – Aug 31	Sept 30
Sept 1 – Sept 30	Before October 15*
Oct 1 – Oct 31	Nov 30
Nov 1 – Nov 30	Dec 31
Dec 1 – Dec 31	Jan 31

*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering September 1 – September 30. Advance notification regarding the due date for the period

ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October for the month ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State's contact at the address on page 1. All required supporting documentation (invoices, proof of payment, etc.) for expenses must be included with the report.

(B) The Grantee shall provide a final project report in a format prescribed by the State. The Grantee shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days of substantial completion of the project or the End Date of the Agreement.

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee's receipt or execution of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

VI. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

VII. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VIII. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

IX. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

X. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

XI. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

XII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

XIII. ANTI-LOBBYING

If all or a portion of this Agreement is funded with federal funds, then in accordance with 2 CFR 200, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or

in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies that it has checked the federal debarment/suspension list at www.SAM.gov to verify that its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of five years after the final payment has been issued to the Grantee by the State.

XVI. INSURANCE

(A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.

(B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

XVIII. COMPENSATION

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self Service web site (<https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>).

XIX. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

XX. CANCELLATION

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the State and the State will no longer be liable to pay the grantee for any further charges to the grant.

XXI. TERMINATION

(A) This Agreement may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
- c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
- d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
- e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a through d, above and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).

(2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
- b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
- c. Convicted under State or federal antitrust statutes; or
- d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
- e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XXII. IRAN SANCTIONS ACT

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.

XXIII. DISCLOSURE OF INFORMATION

All reports and other printed or electronic material prepared by or for the Grantee under the Agreement will not be distributed without the prior written consent of the State except for items disclosed in response to a Freedom of Information Act request, Court Order or subpoena.

APPENDIX A

Project Overview:

This project involves work related to the City of Ishpeming's (Ishpeming) Distribution System Materials Inventory (DSMI) and drinking water Asset Management Plan (AMP). Field verification will be conducted for a minimum of 341 service lines out of their total of 2,950. This includes hydro-excavation of curb stops and in-building documentation of service line materials. All information will be reviewed, updated, and put into Ishpeming's Geographic Information System database.

Ishpeming's drinking water AMP will be updated based on a comprehensive asset inventory as well as other portions of the plan, including hydraulic model development, water system criticality, capital improvement plan, and revenue structure evaluation. Ishpeming and their consultant will also create a master water system map.

EGLE approved estimated project costs include:

Task	Budget
AMP	\$273,946
DSMI	\$385,000
Equipment	\$4,054*
Project Cost Subtotal	\$663,000
Total Grant Amount	\$663,000

*The estimated grant-eligible equipment cost of \$4,054 represents 25 percent of the total estimated purchase cost of \$16,218 for an EOS Arrow Survey Rod, two iPad Pros, one tough pad, and a Rycom Utility Locator.

Program-specific Requirements:

1. Non-professional contractor services should be competitively bid.
2. A signed contract is needed for contracted services greater than \$50,000 prior to reimbursement.
3. Force account may be utilized with justification documenting the need. Force account fringe benefits are limited to 40 percent and holiday and overtime pay is not grant eligible. Utility indirect costs (rent, overhead, etc.) are not grant eligible. A detailed summary sheet(s) including name, title, hours worked, per hour compensation (show wages and fringes) of each municipal employee with time billed to the project, along with a description of the service the employee provided, is needed for reimbursement.
4. Eligible equipment purchases with acceptable justification, such as computer hardware or software used directly for asset management or materials assessment, can be reimbursed at 25 percent of the purchase price if the equipment can be used for multiple asset types, at EGLE's discretion. This may include training related to that equipment/hardware/software purchase. If the equipment will be shared with a neighboring community, EGLE will consider reimbursement up to 50 percent of the equipment purchase price. Adequate maintenance and procedures must be developed to keep equipment purchased in good working condition for the entirety of the grant period.

5. Completion of grant funded work does not constitute approval by the Department of Environment, Great Lakes, and Energy's Drinking Water and Environmental Health Division to meet a regulatory obligation. All compliance related questions need to be directed to your district engineer. All water systems need to meet required compliance deadlines and approval and execution of this grant contract does not alter a water supply's obligation to meet compliance deadlines.

Grant Administration and Close Out:

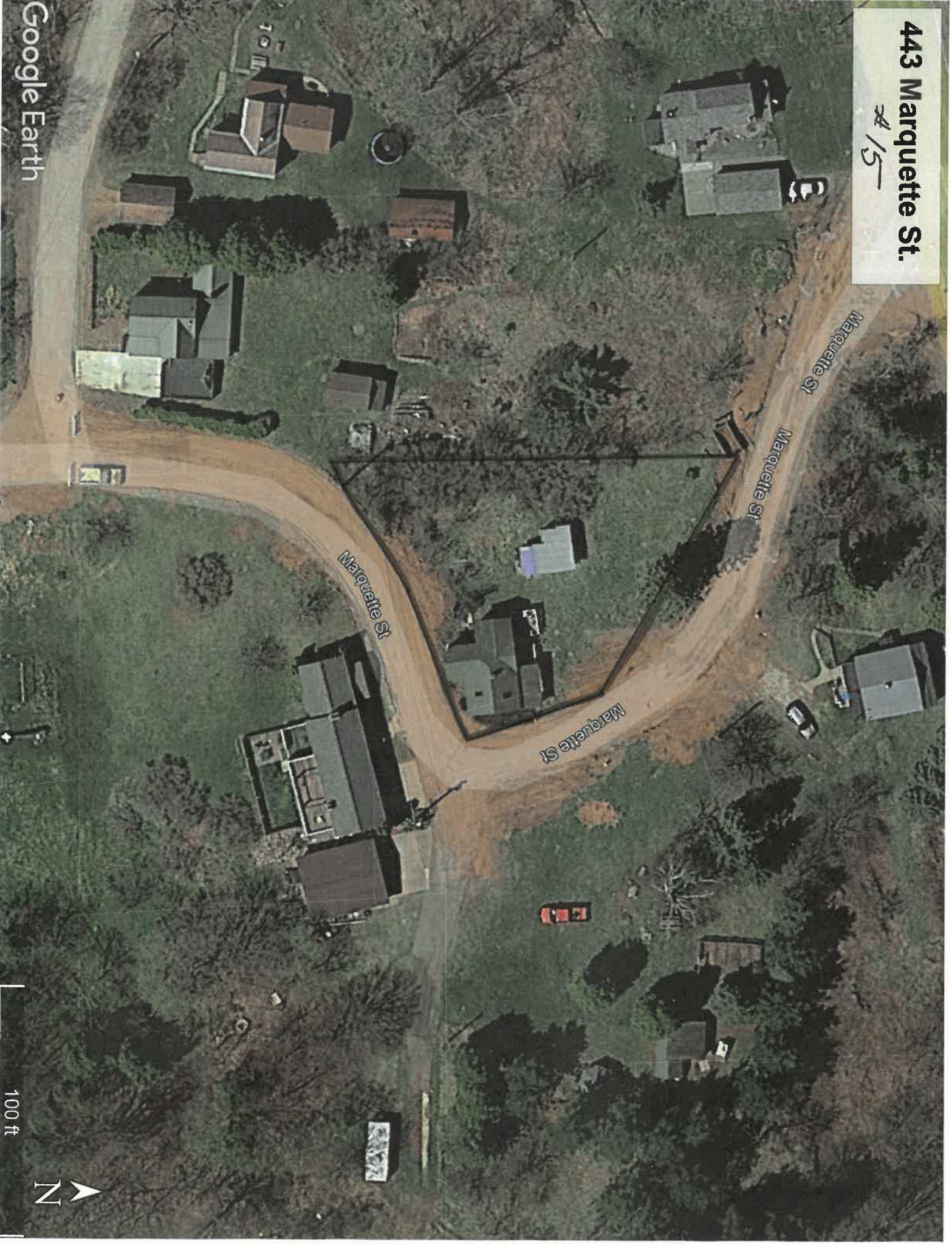
As mentioned previously, in Section IV, GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS, the Grantee must complete and submit financial and progress reports and must include supporting documentation of eligible project expenses. Reports shall include the Financial Status Report Form with supporting cost documentation (i.e. vendor invoices), a report including a brief description of work completed during the reporting period, and any delays occurred or anticipated. Reports shall be due within 30 days of the end of each monthly reporting period. If applicant chooses not to submit reimbursement requests monthly, the EGLE project manager must be notified that no submission will be completed for the month.

The Grantee must provide a final project report, which shall include a summary of work completed utilizing grant funds, including any significant lessons learned and anticipated needs going forward. The Grantee shall submit the final status report, including the Financial Status Report Form with all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days of substantial completion of the project or the end date of the agreement whichever occurs first.

Grant information including grantee name, grant award amount, and a project summary will be shared with the legislature and posted on EGLE's website.

443 Marquette St.

#15



Google Earth

100 ft



The regular meeting of the Parks and Recreation Commission was held on Tuesday, February 15, 2022 at the Al Quaal Lodge. Chairman Andrews called the meeting to order at 6:30 p.m.

Present: Chairperson Norman Andrews, Commission members, Claudia Demarest, Stevie Parks, Angelo Bosio, Edmund Holmgren, School Liaison Carrie Meyer, Dr. Stephen Piereson, and Council Representative Lindsay Bean. Also, present was DPW Assistant Foreman-Cem/Parks Kaleb Rundman and DPW Office Manager April Holm. Absent: David Morton

PUBLIC COMMENT

There as none.

APPROVAL OF MINUTES

A motion was made by Commissioner Holmgren, supported by Commissioner Demarest and carried unanimously to approve the minutes of October 19, 2021 as presented.

DOG PARK DISCUSSION

Council Representative Lindsay Bean discussed the formation of a new dog park committee. She introduced everyone to Paul Holeva who will take the lead on the dog park committee. Council Member Bean forwarded all the 1st survey results to Mr Holeva. There is a lot of interest from residents to participate on the committee. Mr Holeva will be reaching out to the interested parties. Commissioner Parks is going to act as the liaison between the committee and the Parks Boards.

Once they formalize a subcommittee, they will begin exploring the areas of interest for the dog park. A few new areas were discussed as well. The new areas of interest for the dog park were West Division Park and an area off of Malton Road. Mr Holeva would like to send out another survey to see if the public has any other ideas of where the dog park should be located.

The committee would like to formalize a location for the dog park this summer and begin their fundraising campaign over the winter. The committee will bring any new updates back to the Parks and Rec Board.

OLD/NEW BUSINESS

Kaleb Rundman discussed having to close the tube slide for the season because of lack of interest in part time staffing for the hill. The reason for lack of interest was that the wage was too low compared to other part time jobs in the area.

A motion was made by Angelo Bosio with support from Claudia Demarest to recommend to the City Council to raise the part time student wage to \$12 an hour for the next tube slide season. The motion was carried unanimously.

Kaleb also discussed that we have had a lot of races at Al Quaal this year. The Noque, Junior Noque, NMU ski race, Junior Nationals, and the Fat-Ish all took place in the park this year.

Council Member Bean discussed that the new DPW General Foreman Bill Anderson was not able to make the meeting but wanted to have a special meeting to potentially amend the 5-year Park Plan. He would like to discuss making some improvements to the parks and equipment. The grooming equipment is getting old and starting to breakdown more. There are a few grants that the city would like to apply for but would need to update our Park plan first.

Bill Anderson and Kaleb Rundman are also having a meeting with Andy Keller from NMU to discuss a possible donation that could be put towards a groomer.

February 15, 2022

A motion was made by Angelo Bosio with support from Stephen Piereson to have a special meeting on 3/1 at 6:30pm to discuss and potentially amend the 5-year park plan.

Commissioner Demarest asked what the status of the skate park was. Commissioner Bean said that she believed that a committee was set up and that the DDA was involved because the area where it will be going is the old Senior Center location.

The larger ice rink has been a hit this year and many residents have been our using it. Some issues have come up regarding hockey being played on the rink. Discussed possibly putting up a sign that says "No Hockey". Kaleb let everyone know that the rink is a work in progress and that next year we could potentially have 2 rinks. One that would be used for hockey. They are trying to come up with ways to make sure that the hockey nets don't get stolen or lost.

NEXT MEETING

The next meeting will be held on March 1, 2022 at 6:30 p.m.

ADJOURNMENT

At 7:36 p.m. a motion was made by Commissioner Holmgren supported by Commissioner Demarest to adjourn. The motion was unanimously carried.

Respectfully Submitted,

April Holm
DPW Office Manager/Recording Secretary



GIS System Improvements

Problem Statement: The current GIS System we are operating on is not sufficient.

How can we upgrade our GIS System to meet new needs and have the flexibility to easily collect and upgrade data in real time while performing field activities?



Facts and Assumptions

Facts

- Tri-media will be working with GEI on the Drinking Water Grant to locate and identify apparatuses on the water system.
- The current system is outdated and needs an upgrade in order to be user friendly and productive.
- New system will give us the ability to update and collect data while in the field.

Assumptions

- The current system has a lot of information about the systems but is missing the GPS component.
- Tri-Media will be marking water system apparatuses and would be able to mark and identify sewer system apparatuses at the same time.
- New system will be significantly more user friendly.
- New system will improve our ability to perform accurate MISSDIG's on our utility systems.



Constraints

- Current system uses CAD instead of GPS, users can not locate water/ sewer system apparatuses.
- Current system does not allow us to install new data or update current data when we find issues. (i.e. missing water/sewer lines, missing manholes, misplaced water/sewer lines)
- New system must be user friendly in order to achieve ultimate efficiency.
- New system must operate on the GPS platform.



GIS System Improvements

Pros

- Utilities will be located more accurately and more efficiently.
- City staff will be able to make changes to data in the field as they see it.
- New system will give us the ability to track valve turning, hydrant flushing, and sewer cleaning operations more efficiently.

Cons

- None, the system improvements are needed to allow users to be more efficient.



Sources of Funding / Options

- Contract 2021-7041a would come out of the following professional services line items
 - 590-546-801 sewer
 - 101-441-801 DPW
 - The not-to-exceed amount of \$11,000 will be split between the two budget line items.

- Contract 2021-7042 would come out of Sewer Maintenance professional services
 - 590-546-801 as this is just a sewer project \$4000

GIS System Improvements





Recommendation

- Allow City staff to sign the contracts with money coming from assigned lines.

This will allow the contractors to being work in conjunction with the work that will be done for the drinking water grant.



830 W. Washington Street
Marquette, MI 49855
906.228.5125
906.228.5126 Fax
www.trimediaee.com

18G

February 21, 2022

SENT VIA ELECTRONIC MAIL

Mr. Bill Anderson
City of Ishpeming - Department of Public Works
208 South Lake Street
Ishpeming, Michigan 49849

Re: *Revised Technical and Cost Proposal* – Professional Consulting Services for the City of
Ishpeming's Annual GIS Maintenance
TriMedia Proposal Number 2021-7041a

Dear Mr. Anderson:

TriMedia Environmental & Engineering Services, LLC (TriMedia) appreciates having the opportunity to demonstrate how our staff can be of assistance to the City of Ishpeming – Department of Public Works (DPW) by providing annual geographical information system (GIS) maintenance services for calendar year 2022.

Our team of professionals provides expertise in the areas of GIS planning, mapping, database management, surveying, hydrologic and wetland studies, and storm water management. We have an experienced team of professionals with diverse expertise gained from consulting project work and from prior staff/management positions in the industry. We anticipate the undersigned, Mr. Kelly Levely, GIS Specialist, and Mr. Ken Kaiser, GIS Manager, will provide technical expertise and project management. They will be assisted, as needed, by other TriMedia technical staff with commensurate credentials.

PROJECT UNDERSTANDING

TriMedia understands that the City of Ishpeming DPW is requesting a cost estimate for annual GIS maintenance services for the 2022 calendar year. We understand this to include maintaining a working online GIS system that includes GIS software, mapping, and GIS database that fully addresses the needs of the City-owned utilities. This GIS system will provide the City of Ishpeming with greater capabilities and higher efficiency in the creation and administration of facilities maps and records, facilities management, land records management, zoning and demographic analysis, emergency services support, and planning. This would also include as-needed services to update elements, field training for data collection, and online data maintenance and servicing. TriMedia is intent on providing practical and effective GIS/planning solutions and proposes to provide as-needed services utilizing the hourly fees outlined in the enclosed Preferred-Client Professional Rate Schedule.

Environmental

Industrial Hygiene

Health & Safety

Geospatial Data Services

Survey

866.866.5125



www.trimediaee.com

TASK 1: GIS SYSTEM SET Up and Annual Maintenance

TriMedia understands that initial services will include the following: set up and recommendations for ESRI ArcGIS software purchase and equipment necessary to properly work with and store DPW utilities data; facilitate data migration from a desktop database system to an ArcGIS online database system; and assist with mobile data collection applications and equipment to allow City of Ishpeming DPW staff to collect and update data as necessary from mobile applications as well as desktop applications. This task may include staff field training to use and work with the ESRI field data applications in a mobile environment.

EQUIPMENT AND SOFTWARE RECOMMENDATIONS

Equipment and ESRI License Fees

TriMedia is recommending the purchase of Software to include at least one ArcGIS Online Professional Basic Account, one ArcGIS Field Editor Account, and one to three ArcGIS Viewer Account(s) or an ArcGIS Editor Account. With each account (except the Viewer) you receive credits to be used towards online data storage and mapping. We also recommend that the City purchase additional credits. Additional credits can be purchased at any time if needed.

ArcGIS Online Subscriptions Recommendations

2 ArcGIS Professional Basic	x	\$ 700.00
2 ArcGIS Field Editor	x	\$ 350.00
1 ArcGIS Online Viewer	x	\$ 100.00
Additional Credits		\$ 100.00

PROJECT COST

TriMedia has developed a not-to-exceed cost of **\$11,000.00** for completion of Task 1 presented herein. The project will be billed on a time and expense, not-to-exceed basis. In no case will the project estimate be exceeded unless so authorized by the City of Ishpeming DPW in writing. This cost does not include the Field Equipment, Software, or ESRI Annual License Fees.

AUTHORIZATION TO PROCEED

TriMedia appreciates having the opportunity to present this *Revised Technical and Cost Proposal*. We trust the content and format of this correspondence is consistent with our discussions and your expectations. In the event you wish to retain TriMedia, we request your authorization to proceed by executing below and returning one copy of this correspondence and one initialed copy of the enclosed Terms and Conditions. Should the City of Ishpeming DPW desire to issue a Purchase Order, please reference *Revised TriMedia Proposal Number 2021-7041a*, and all Terms and Conditions presented herein shall apply

Should you have any questions or wish to discuss this *Revised Technical and Cost Proposal* in greater detail relative to the technical requirements or anticipated project costs and pricing controls, please contact either of the undersigned at (906) 228-5125, or via email at klevly@trimediaee.com.

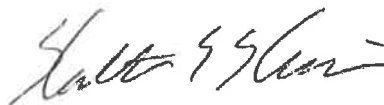
Mr. Bill Anderson
City of Ishpeming - Department of Public Works
February 21, 2022
Page 3

Your Priority. Our Promise. On behalf of the professional staff at TriMedia, we look forward to your review and the opportunity to successfully complete this project for the City of Ishpeming.

Sincerely,
TriMedia Environmental & Engineering Services, LLC



Kelly D. Levely, ASP
GIS Specialist



Kenneth G. Kaiser, GISP
GIS Manager

KDL/mlh
Enclosures (2): Preferred-Client Professional Rate Schedule
Terms and Conditions
cc: TriMedia File 2021-7041a

ACCEPTANCE

City of Ishpeming DPW (herein referred to as "Client") hereby contracts with TriMedia to perform the services described above and in accordance with the presented Terms and Conditions, unless otherwise specified in writing.

City of Ishpeming DPW

**TriMedia Environmental & Engineering
Services, LLC**

Bill Anderson

Tom L. Anthos, CIH, Member

Date: _____

Date: _____



Confidential Attachment I

830 W. Washington Street
Marquette, MI 49855
906.228.5125
906.228.5126 Fax
www.trimediaee.com

**Professional Rate Schedule
Effective January 1, 2022**

Preferred	Rates	Unit
Consultants & Technical Staff		
Senior Principal	\$215.00	Hour
Project Manager	\$190.00	Hour
Senior Engineer/Hydrogeologist/Industrial Hygienist/Scientist/Advisor/Surveyor/GIS/Safety	\$180.00	Hour
Project Engineer/Hydrogeologist/Industrial Hygienist/Scientist/Advisor/Surveyor/GIS/Safety	\$160.00	Hour
Staff Engineer/Hydrogeologist/Industrial Hygienist/Scientist/Advisor/Surveyor/GIS/Safety	\$140.00	Hour
CADD/GIS Operator/Designer	\$115.00	Hour
Project Coordinator	\$100.00	Hour
Senior Field Technician	\$105.00	Hour
Senior Survey Technician	\$105.00	Hour
Project Technician	\$95.00	Hour
Assistant Technician	\$80.00	Hour
Clerical	\$85.00	Hour
Administrative Expenses		
Per Diem (lodging not included)	\$50.00	Person/Day
Per Diem (lodging included, if greater than 50 miles from residence)	\$125.00	Person/Day
Lodging	Cost + 10%	
Mileage	\$0.75 per/Mile	
Hauling Mileage	\$1.00 per/Mile	
Register of Deeds	Cost + 10%	
Photocopies (black/white)	\$0.10 Each	
Photocopies (color)	Cost + 10%	
Blueprints	Cost + 10%	
Suppliers/Subcontractors/Subconsultants	Cost + 10%	
Miscellaneous Project Expenses	Cost + 10%	
Technical Equipment/Instrumentation		
Boat	\$150.00	Day
Job Trailer	\$500.00	Day
Side by Side/UTV	\$75.00	Day
Generator (1kw – 5kw)	\$50.00	Day
Air/Noise Monitoring & Sampling		
Air Pump Calibrator	\$25.00	Day
AreaRAE	\$350.00	Day
Bio-Pump/High Volume Air Pump	\$40.00	Day
Borescope	\$15.00	Day
Calibration RAE	\$600.00	Day
DustTrak DRX w/ Environmental Enclosure	\$400.00	Day

High Volume Air Pump	\$25.00 Day
IAQ Monitor	\$90.00 Day
Lux Meter	\$10.00 Day
MultiRAE Plus	\$150.00 Day
Nasal Ranger	\$50.00 Day
Noise Dosimeters	\$50.00 Day
PCM Analytical Equipment	\$75.00 Day
Personal Sampling Pump	\$50.00 Day
Smoke Fog Generator	\$100.00 Day
SoundPro w/ Environmental Enclosure	\$200.00 Day
SoundPro w/out Environmental Enclosure	\$100.00 Day
Thermal Micromanometer with Velocity Matrix	\$75.00 Day
ToxiRAE	\$50.00 Day
UltraRAE	\$150.00 Day
UV Meter	\$25.00 Day
Vibration Monitor	\$100.00 Day
WeatherPak	\$130.00 Day
Sample Kit	\$25.00 Day

Drilling/Environmental Sampling

0.45 Micron Filter (and accessories)	\$25.00 Each
Dredge Sampler	\$75.00 Day
Dual Tube 3.25" Sleeves	\$11.00 Each
Dual Tube Sleeves	\$6.00 Each
Electrical Conductivity Meter	\$30.00 Day
Expendable Points	\$25.00 Each
Geoprobe (Standby)	\$125.00 Hour
Geoprobe (Track)	\$500.00 Day
Geoprobe (Truck)	\$500.00 Day
Groundwater Pump - Bladder	\$90.00 Day
Groundwater Pump - Peristaltic	\$50.00 Day
Groundwater Sampling Equipment	\$15.00 Each
Grout Pump	\$300.00 Day
Hot Water Pressure Washer	\$100.00 Day
Interface Probe	\$50.00 Day
Photoionizing Device (PID)	\$105.00 Day
Rotameter	\$20.00 Day
Schonstedt Instrument	\$30.00 Day
UV Light – Oil Detection	\$75.00 Day
Water Level Probe	\$40.00 Day
Water Quality Meter YSI EXO1	\$100.00 Day
Water Quality Meter YSI Pro +	\$50.00 Day
Whale Pump	\$25.00 Day

Underground Utility Locating (Sweep)

Electromagnetic Locators	\$75.00 Day
Ground Penetrating Radar	\$250.00 Day
Sweep Supplies	\$25.00 Each
Sub-Meter GPS Antenna & Field Tablet	\$100.00 Day

1 Meter GPS Antenna & Field Tablet	\$50.00 Day
Field Tablet	\$25.00 Day

Safety

Intrinsically Safe Camera	\$50.00 Day
Intrinsically Safe Tool Kit	\$25.00 Day
Intrinsically Safe iPad	\$100.00 Day
Irritant Smoke Tubes	\$15.50 Each
Personal Gas Monitor RKL GX 2009	\$50.00 Day
Personal Protective Equipment – Level B (two person minimum)	\$400.00 Person/Day
Personal Protective Equipment – Level C	\$75.00 Person/Day
Personal Protective Equipment – Level D (with Tyvek)	\$20.00 Person/Day
Self-Contained Breathing Apparatus (SCBA)	\$150.00 Each/Day

Survey Equipment

SenseFly Albis Drone	\$250.00 Day
DJI Phantom 4 Pro Drone	\$50.00 Day
Demo Hammer	\$50.00 Day
Trimble R8 RTK GPS Base Station & Rover	\$350.00 Day
Trimble R8 RTK GPS Additional Rover	\$175.00 Day
Trimble R8 RTK GPS VRS/CORS Enabled Rover	\$200.00 Day
Trimble SX10 Scanner	\$450.00 Day
Trimble S6 Robot	\$150.00 Day
Trimble Digital Level	\$75.00 Day
Sonarmite	\$200.00 Day

TERMS AND CONDITIONS

1. PARTIES AND SCOPE OF WORK: TriMedia Environmental & Engineering Services, LLC ("TriMedia") shall include said company, or its particular division performing the work. "Work" means the service(s) performed by TriMedia for Client or at Client's direction. "This Agreement" consists of the TriMedia *Technical and Cost Proposal*, Client's written acceptance thereof if accepted by TriMedia, and these Terms and Conditions. "Client" refers to the person or business entity ordering the work to be done by TriMedia. Any Additional Services shall be authorized in writing signed on behalf of the Client and TriMedia.
2. PERFORMANCE: TriMedia will perform professional services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar circumstances in the same or similar locality. The foregoing standard of care is in lieu of all other standards and warranties. TriMedia shall not be liable for any claim, damage, cost or expense (including attorney fees) or other liability or loss not directly and solely caused by the negligent acts, errors or omissions of TriMedia.
3. TERMINATION: This Agreement may be terminated by either party upon seven (7) days prior written notice. In the event of termination, TriMedia shall be paid for all costs and fees up to the effective date of termination.
4. PAYMENT: TriMedia shall invoice for services rendered and incurred reimbursable expenses, and each invoice shall be due and payable within 15 days of the date of the invoice. Invoices over 30 days past due will be charged interest at the rate of 1-1/2% per month on the unpaid balance or the highest lawful rate, whichever is less. TriMedia may, after 10 days written notice to the Client, suspend performance of services until all past due amounts are paid. In the event Client elects to pay TriMedia via American Express, Discover, VISA® or MasterCard® for all services rendered and reimbursable costs incurred, a 3.5% transaction fee surcharge will be added to each TriMedia invoice, with the total becoming immediately payable to TriMedia by Client.
5. MEDIATION/ARBITRATION: In an effort to resolve any conflicts that arise during the course of this Agreement, Client and TriMedia agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. Any dispute arising pursuant to this Agreement that cannot be resolved by mediation, shall be submitted to arbitration in the City of Marquette, Michigan, in accordance with the rules of the American Arbitration Association, the award of the arbitrator to be final and binding on the parties. Judgment upon any award rendered may be enforced in any court having jurisdiction.
6. INSURANCE: Upon request, TriMedia will furnish the Client a written description of insurance coverage then being maintained by TriMedia.
7. INDEMNITY: TriMedia agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from damages and losses arising from negligent acts, errors or omissions of TriMedia in the performance of professional services under this Agreement, to the extent TriMedia is responsible for such damages and losses on a comparative basis of fault and responsibility between TriMedia and the Client. The Client agrees, to the fullest extent permitted by law, to indemnify and hold TriMedia harmless from any damage, liability or cost to the extent caused by the Client's negligent acts, errors, or omissions and those of his or her contractors, subcontractors, or consultants or anyone for whom the Client is legally liable arising from the project that is the subject of this Agreement.
8. FEDERAL RIGHT-TO-KNOW COMPLIANCE: In compliance with the Federal *Hazard Communication Standard*, Client shall provide TriMedia with a list of hazardous chemicals in the work place, and related Material Safety Data Sheets, which employees may be exposed while executing this Agreement.
9. UTILITIES AND SUBSURFACE OBJECTS: Client represents and warrants that it has advised TriMedia of any known or suspected utilities at any site at which TriMedia is to do work hereunder.
10. ACCESS TO SITE: Client will arrange and provide access to each site upon which it will be necessary for TriMedia to perform its work.
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12. CORPORATE PROTECTION: The Client agrees that any claim, demand, or suit shall only be directed and/or asserted against TriMedia, a Michigan corporation, and not against any TriMedia employee, officer, or director.
13. CERTIFICATIONS, GUARANTEES, AND WARRANTIES: TriMedia shall not be required to sign any documents, no matter by whom requested, that would result in TriMedia having to certify, guarantee or warrant the existence of conditions whose existence TriMedia cannot ascertain.
14. INFORMATION PROVIDED BY OTHERS: To the extent known, TriMedia shall indicate to the Client the information needed for rendering of services. The Client shall provide to TriMedia such information and TriMedia shall be entitled to rely upon the accuracy and completeness thereof.
15. ENTIRE AGREEMENT: This Agreement contains the entire understanding between the parties. Client acknowledges that no representations, warranties, undertakings or promises have been made other than and except those expressly contained herein.
16. INDEPENDENT CONTRACTOR: The relationship between the Client and TriMedia is that of an independent contractor.
17. GOVERNING LAW/ASSIGNS/WRITTEN NOTICE: This Agreement shall be deemed to have been made in Marquette County, Michigan, and shall be governed by, and construed in accordance with the laws of the State of Michigan. Neither the Client nor TriMedia may delegate, assign, sublet or transfer its duties, responsibilities or interests in this Agreement, including but not limited to, monies that are due or monies that may be due, without the written consent of the other party. Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail.



830 W. Washington Street
Marquette, MI 49855
906.228.5125
906.228.5126 Fax
www.trimediaee.com

18(b)

February 21, 2022

SENT VIA ELECTRONIC MAIL

Mr. Bill Anderson
City of Ishpeming - Department of Public Works
208 South Lake Street
Ishpeming, Michigan 49849

Re: *Revised Technical and Cost Proposal* – Professional Services to Import Hard-Copy Sanitary Sewer Data into a Geographical Information System
TriMedia Proposal Number 2021-7042a

Dear Mr. Anderson:

TriMedia Environmental & Engineering Services, LLC (TriMedia) appreciates having the opportunity to demonstrate how our staff can be of assistance to the City of Ishpeming – Department of Public Works (DPW) by importing existing sanitary sewer paper documents into a Geographical Information System (GIS) to correlate with parcel addresses.

Our team of professionals provides expertise in the areas of GIS planning, mapping, database management, surveying, hydrologic and wetland studies, and storm water management. We have an experienced team of professionals with diverse expertise gained from consulting project work and from prior staff/management positions in the industry. We anticipate the undersigned, Mr. Kelly Levely, GIS Specialist, and Mr. Ken Kaiser, GIS Manager, will provide technical expertise and project management. They will be assisted, as needed, by other TriMedia technical staff with commensurate credentials.

PROJECT UNDERSTANDING

TriMedia understands that the City of Ishpeming DPW is requesting a cost estimate for data importing services related to the City's Sanitary Sewer System. As such, we have developed the following proposed *Scope-of-Service* based on information available to-date.

Scope-of-Service

Task 1: Project Management

TriMedia will provide project management services to aid in ensuring project tasks and budget are consistent with this proposed *Scope-of-Service*. This effort will include project planning and scheduling activities, development of documentation and communication to support the project, and acting as the Project Manager for the project as a whole.

Environmental	Industrial Hygiene	Health & Safety	Geospatial Data Services	Survey
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866.866.5125



www.trimediaee.com

Task 2: Data Upload (City Staff)

This task will include scanning each card from the binder and renaming the file. The process for scanning each card from the binder and saving the new files will be coordinated by TriMedia and completed by the City of Ishpeming internal personnel complete this task. TriMedia assumes the City of Ishpeming will want this task to be completed on-site to maintain control of all master documents and maps.

Task 3: GIS Integration

TriMedia will integrate the existing sanitary card system data into the existing DPW sanitary GIS / database. Once each card has been scanned and renamed (Task 2) the file and data will be attached to an address point created from the existing Ishpeming parcel layers and uploaded to the online system. This effort will make the card data viewable from the online GIS system.

PROJECT COST

TriMedia has developed a not-to-exceed cost of **\$4,000.00** for completion of the tasks presented herein. The project will be billed on a time and expense, not-to-exceed basis. In no case will the project estimate be exceeded unless so authorized by the City of Ishpeming DPW in writing. In this way, should some of the project contingencies not be necessary, the City will limit project expenditures because TriMedia will only charge for those services required and expended during the project. The cost estimate is further detailed as follows:

Task 1: Project Management	\$ 500.00
Task 2: Data Upload (City Staff)	\$ 500.00
Task 3: GIS Integration	<u>\$ 3,000.00</u>
Total:	\$ 4,000.00

AUTHORIZATION TO PROCEED

TriMedia appreciates having the opportunity to present this *Revised Technical and Cost Proposal*. We trust the content and format of this correspondence is consistent with our discussions and your expectations. In the event you wish to retain TriMedia, we request your authorization to proceed by executing below and returning one copy of this correspondence and one initialed copy of the enclosed Terms and Conditions. Should the City of Ishpeming DPW desire to issue a Purchase Order, please reference *Revised TriMedia Proposal Number 2021-7042a*, and all Terms and Conditions presented herein shall apply.

Should you have any questions or wish to discuss this *Revised Technical and Cost Proposal* in greater detail relative to the technical requirements or anticipated project costs and pricing controls, please contact either of the undersigned at (906) 228-5125, or via email at klevely@trimediaee.com.

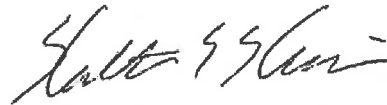
Mr. Bill Anderson
City of Ishpeming - Department of Public Works
February 21, 2022
Page 3

Your Priority. Our Promise. On behalf of the professional staff at TriMedia, we look forward to your review and the opportunity to successfully complete this project for the City of Ishpeming.

Sincerely,
TriMedia Environmental & Engineering Services, LLC



Kelly D. Levely, ASP
GIS Specialist



Kenneth G. Kaiser, GISP
GIS Manager

KDL/mlh
Enclosure: Terms and Conditions
cc: TriMedia File 2021-7042a

ACCEPTANCE

City of Ishpeming DPW (herein referred to as "Client") hereby contracts with TriMedia to perform the services described above and in accordance with the presented Terms and Conditions, unless otherwise specified in writing.

City of Ishpeming DPW

**TriMedia Environmental & Engineering
Services, LLC**

Bill Anderson

Tom L. Anthos, CIH, Member

Date: _____

Date: _____

TERMS AND CONDITIONS

1. **PARTIES AND SCOPE OF WORK:** TriMedia Environmental & Engineering Services, LLC ("TriMedia") shall include said company, or its particular division performing the work. "Work" means the service(s) performed by TriMedia for Client or at Client's direction. "This Agreement" consists of the TriMedia *Technical and Cost Proposal*, Client's written acceptance thereof if accepted by TriMedia, and these Terms and Conditions. "Client" refers to the person or business entity ordering the work to be done by TriMedia. Any Additional Services shall be authorized in writing signed on behalf of the Client and TriMedia.
2. **PERFORMANCE:** TriMedia will perform professional services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar circumstances in the same or similar locality. The foregoing standard of care is in lieu of all other standards and warranties. TriMedia shall not be liable for any claim, damage, cost or expense (including attorney fees) or other liability or loss not directly and solely caused by the negligent acts, errors or omissions of TriMedia.
3. **TERMINATION:** This Agreement may be terminated by either party upon seven (7) days prior written notice. In the event of termination, TriMedia shall be paid for all costs and fees up to the effective date of termination.
4. **PAYMENT:** TriMedia shall invoice for services rendered and incurred reimbursable expenses, and each invoice shall be due and payable within 15 days of the date of the invoice. Invoices over 30 days past due will be charged interest at the rate of 1-1/2% per month on the unpaid balance or the highest lawful rate, whichever is less. TriMedia may, after 10 days written notice to the Client, suspend performance of services until all past due amounts are paid. In the event Client elects to pay TriMedia via American Express, Discover, VISA® or MasterCard® for all services rendered and reimbursable costs incurred, a 3.5% transaction fee surcharge will be added to each TriMedia invoice, with the total becoming immediately payable to TriMedia by Client.
5. **MEDIATION/ARBITRATION:** In an effort to resolve any conflicts that arise during the course of this Agreement, Client and TriMedia agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. Any dispute arising pursuant to this Agreement that cannot be resolved by mediation, shall be submitted to arbitration in the City of Marquette, Michigan, in accordance with the rules of the American Arbitration Association, the award of the arbitrator to be final and binding on the parties. Judgment upon any award rendered may be enforced in any court having jurisdiction.
6. **INSURANCE:** Upon request, TriMedia will furnish the Client a written description of insurance coverage then being maintained by TriMedia.
7. **INDEMNITY:** TriMedia agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from damages and losses arising from negligent acts, errors or omissions of TriMedia in the performance of professional services under this Agreement, to the extent TriMedia is responsible for such damages and losses on a comparative basis of fault and responsibility between TriMedia and the Client. The Client agrees, to the fullest extent permitted by law, to indemnify and hold TriMedia harmless from any damage, liability or cost to the extent caused by the Client's negligent acts, errors, or omissions and those of his or her contractors, subcontractors, or consultants or anyone for whom the Client is legally liable arising from the project that is the subject of this Agreement.
8. **FEDERAL RIGHT-TO-KNOW COMPLIANCE:** In compliance with the Federal *Hazard Communication Standard*, Client shall provide TriMedia with a list of hazardous chemicals in the work place, and related Material Safety Data Sheets, which employees may be exposed while executing this Agreement.
9. **UTILITIES AND SUBSURFACE OBJECTS:** Client represents and warrants that it has advised TriMedia of any known or suspected utilities at any site at which TriMedia is to do work hereunder.
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