ISHPEMING CITY COUNCIL

Wednesday, September 6, 2023 at 6:00 p.m. Ishpeming City Hall Council Chambers, 100 E. Division Street, Ishpeming MI City Hall Telephone Number: (906) 485-1091

A ZOOM LINK IS 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. Consent Agenda
 - a. Minutes of Previous Meeting (August 9th and August 16th)
 - b. Approval of Disbursements
 - c. Confirm appointment of Brice Sturmer to fill vacancy on DDA: Term Expiring 7/2025
 - d. Reappoint Craig Cugini to the Building Authority: Term Expiring 6/2026
 - e. Appoint Grant Getschow to fill vacancy on the Building Authority: Term Expiring: 6/2025
 - f. Declare 497 Library Books as surplus
- 7. Monthly Financial Statement Report
- 8. 2023 Budget Amendments
- 9. Invoice from Anderson Tackman and Company for Extra Audit Time
- 10. Confirm 2023 Form L-4029
- 11. Special Event Applications
 - a. Ishpeming High School 2023 Homecoming Parade: October 6th
- 12. First Reading of Ordinance #11-2600, Parks and Recreation Commission Ordinance
- 13. Amendment to Policy #304, Utility Billing and Payment Process Policy
- 14. Police Department request to purchase a new Patrol Vehicle
- 15. Consider quote for City Hall Employee Entrance Door Replacement
- 16. Quote from McCoy Construction for Repairs to John Deer Loader 544K
- 17. Request from DPW to purchase Excavator Attachment
- 18. MMRMA Risk Control Assessment of City Playground Locations
- 19. Appointment to the vacant Liaison position for the Ishpeming Housing Commission
- 20. Recommendations from the Cemetery Board
 - a. Consider approval of years 3, 4, and 5 of the GIS Cemetery Project
 - b. Consider quote for repair/replacement of a portion of Cemetery Fence
 - c. Authorization to begin purchasing process for columbarium's in 2024
- 21. Update on purchase of used piston bully for Parks
- 22. Public Comment (limit 3 minutes per person)
- 23. Mayor and Council Reports
- 24. Manager's Report
- 25. Adjournment

Craig H. Cugin



6(f)

MEMO

To:

City Manager

From:

Jesse Shirtz, Library Director

Re:

Surplus library items

9/1/2023

The library has 497 books to be declared surplus. An itemized list of titles is attached.

UNAUDITED BALANCE SHEET EXCERPT FOR THE CITY OF ISHPEMING

Month Ended: August 31, 2023

Excerpt - Please see full listing of funds attached

GL NUMBER - FUND TITLE	BALANCE AS OF 8/31/2023
Fund 101 - GENERAL FUND	
BEG. FUND BALANCE 01/01/2023	1,143,599.51
NET OF REVENUES & EXPENDITURES YEAR TO DATE	59,308.22
ENDING FUND BALANCE	1,202,907.73
Fund 202 - MAJOR STREETS	
BEG. FUND BALANCE 01/01/2023	693,666.10
NET OF REVENUES & EXPENDITURES YEAR TO DATE	(46,782.76)
ENDING FUND BALANCE	646,883.34
Fund 203 - LOCAL STREETS	
EG. FUND BALANCE 01/01/2023	901,669.79
NET OF REVENUES & EXPENDITURES YEAR TO DATE	(256,179.71)
ENDING FUND BALANCE	645,490.08
248 BDA	
Fund 248 - DDA BEG. FUND BALANCE 01/01/2023	779,444.38
NET OF REVENUES & EXPENDITURES YEAR TO DATE	51,022.31
NDING FUND BALANCE	830,466.69
und 401 - PUBLIC IMPROVEMENT FUND	
REG. FUND BALANCE 01/01/2023	547,629.10
IET OF REVENUES & EXPENDITURES YEAR TO DATE	430,371.58
INDING FUND BALANCE	978,000.68
und 590 - SEWER FUND	
REG. FUND BALANCE 01/01/2023	10,108,849.81
NET OF REVENUES & EXPENDITURES YEAR TO DATE	245,179.28
ENDING FUND BALANCE	10,354,029.09
und 591 - WATER FUND	
BEG. FUND BALANCE 01/01/2023	9,594,638.54
NET OF REVENUES & EXPENDITURES YEAR TO DATE	623,530.57
ENDING FUND BALANCE	10,218,169.11
und 596 - GARBAGE/RECYCLE	
BEG. FUND BALANCE 01/01/2023 (See footnote)	425,847.69
NET OF REVENUES & EXPENDITURES YEAR TO DATE	31,099.92
NDING FUND BALANCE	456,947.61
und 661 - MOTOR POOL EQUIPMENT FUND	
BEG. FUND BALANCE 01/01/2023	1,045,607.99
NET OF REVENUES & EXPENDITURES YEAR TO DATE	274,422.13
ENDING FUND BALANCE	1,320,030.12
und 732 - POLICE & FIRE RETIREMENT	
SEG. FUND BALANCE 01/01/2023	4,270,170.17
NET OF REVENUES & EXPENDITURES YEAR TO DATE	599,730.53
ENDING FUND BALANCE	4,869,900.70
YEAR TO DATE SUMMARY OF FUNDS DISPLAYED ABOVE	
BEGINNING FUND BALANCE	29,511,123.08
NET OF REVENUES & EXPENDITURES YEAR TO DATE	1,737,279.94
FUND BALANCE	_, 30 jac 818 1
	31,522,825.15

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Proposed 2023 General Fund Budget Amendments

Notes Notes 2

16							32,140,00	165.00	100	30,00	,	1,200.00		650.00	200.00	*))	0.	•	2,400,00	3,500.00	•			1,835,142.00	500.00	32,000.00	• 9	(F. 9)	000		9	1000	24	39,000.00	980	100	1.5		1,100.00	. ,	(29)	800.00	200.00	200.00	0 70	310.00	1	300,00	20,00	ŧ: •	()t)
Change in Budget			1,468,300.00	1,200.00	2.400.00	10,000.00	32,140.00	5,900,00		30,00 66,500,00	150.00	1.200.00	3,100.00	1.500.00	400.00	50,00	18,000.00	5,500.00	10,000.00	10,000.00	10,000.00	15,000.00	20.00	9700	1,700.00	7.200.00	1,000.00	100.00	00'09	3,000.00	30.00		1,250.00	39,000,00	,	, ,	15,000.00	18,000,00	4,100.00		2,500,00	4,250.00	200:00	1,000.00	25,000.00	9,000.00	2,000.00	1,000.00	120.00	, 00000	B,vvvvvvv
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AVAILABLE BALANCE AVAILABLE NORMAL (ABNORMAL)			170,950.00	1,200.00	2,400.00	10,000.00	(32,135,84)	(165.74)	000	19,132.01	150.00	(1.157.00)	2,598.00	(250.00)	(200.00)	50.00	3,200.00	1,400.00	(1.630.00)	(3,110.00)	10,000.00	6,530.00	50.00	(1.835,140,71)	(420.60)	503,449.00	345.00	75.00	00'09	1,205.00	30.00	0.00	438.54	8,333.39 (14,436.73)	0.00	000	5,925.00	1,490.00	(1,060.00)	0.00	628.14	(800,000)	(200.00)	(476.69)	4,933.87	(296.31)	1,995.00	216.00	(20.00)	0.00	0.00
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2023 AMENDED BUDGET			1,468,300.00	1,200.00	2,400,00	10,000.00	0.00	5,735.00	0.00	00'00	150.00	84,000.00	3,100.00	850.00	200.00	50.00	18,000.00	5,500.00	7,600.00	6,500.00	10,000.00	15,000.00	50.00	000	1,200.00	993,000.00	1,000.00	100.00	00:09	3,000,00	30.00	0.00	1,250.00	0.00	000	000	15,000.00	18,000.00	3,000.00	000	2,500.00	3,450.00	300.00	200.00	25,000.00	8,690.00	2,000.00	1,000.00	100.00	00.00	00:0
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Anderson, Tackman & Company, PLC

Certified Public Accountants

102 W. Washington Street

Suite 109

■ Marquette, MI 49855

Phone: (906) 225-1166

Invoice:

1000030637

ISHPEMING CITY

Date:

07/30/2023

Due Date: 08/29/2023

100 DIVISION STREET

ISHPEMING, MI 49849

Progress billing for services rendered in connection with an audit of the Accounts and Records for the year ended - December 31, 2022

11,100.00

Extra Audit Time = 60 Hours * \$120

7,200.00

Croig, this number seems reasonable given the commistance and what we received as for as service from A.T.C.O. This should be considered council.

Billed Time & Expenses \$18,300.00

Invoice Total \$18,300.00

Beginning Balance \$0.00 Invoices 18,300.00 Receipts 0.00 Adjustments 0.00 Service Charges 0.00

Amount Due

\$18,300.00

07/30/2023 18,300.00

07/02/2023 0.00 06/04/2023 0.00 04/30/2023 0.00 04/02/2023+ 0.00

Total \$18,300.00

Please return this portion with payment.

Invoice:

1000030637

ID: 13050

ISHPEMING CITY

Date:

07/30/2023

Due Date:

08/29/2023

Amount Due:

\$18,300.00

Amount Enclosed: \$

Michigan Department of Treasury 614 (Rev. 01-23)

ORIGINAL TO: County Clerk(s) COPY TO: Equalization Department(s)

L-4029

COPY TO: Each township or city clerk

Carefully read the instructions on page 2. For LOCAL School Districts: 2023 Taxable Value excluding Principal Residence, Qualified Agricuttural, Qualified Forest, Industrial Personal and Commercial Personal Properties. 2023 Taxable Value of ALL Properties in the Unit as of 5-22-2023 2023 Tax Rate Request (This form must be completed and submitted on or before September 30, 2023) 139,915,246 This form is issued under authority of MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory, Penalty applies. MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS County(ies) Where the Local Government Unit Levies Taxes Local Government Unit Requesting Millage Levy **MARQUETTE COUNTY** CITY OF ISHPEMING

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2023 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election Charter, etc.	(4) Original 2022 Millage Rate Millage Permanently Authorized by Reduced by MCL Election 211.34d Charter, etc. "Headlee"	(6) 2023 Current Year "Headlee" Millage Reduction Fraction	(7) 2023 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction	(9) Maximum Aliowable Millage Levy	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized
CHARTER	GENERAL OP		15.0000	13.0661	1.0000	13.0661	1.0000	13.0661		13.0661	
ACT 345	RETIREMENT		N/A	N/A	N/A	N/A	N/A	N/A		2.6404	
CHARTER	PUBLIC		5.0000	4.3552	1.0000	4.3552	1.0000	4.3552		4.3552	
VOTED	FIRE	8/17	0006	.8746	1.0000	.8746	1.0000	.8746		.8746	2028
		-									
Prepared by NICOLE MERLO	ERLO		Telepi (90)	(906) 225-8410		Title of Preparer ASSESSOR	N.		Date 08/29/2023		

CERTIFICATION: As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3).

08/29/2023 Date Print Name Print Name Signature Signature Chairperson Secretary President Clerk

allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not * Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate larger than the rate in column 9.

Local School District Use Only, Complete if requesting miliage to be levied. See STC Bulletin 2 of 2023 for instructions on completing this section. Rate For Principal Residence, Qualified Ag., Qualified Forest and Industrial Personal Total School District Operating Rates to be Levied (HH/Supp For Commercial Personal and NH Oper ONLY) For all Other

^{**} IMPORTANT: See instructions on page 2 regarding where to find the millage rate used in column (5).

12

ORDINANCE NO. 11-2600

CITY OF ISHPEMING PARKS AND RECREATION COMMISSION ORDINANCE

THE CITY OF ISHPEMING ORDAINS:

<u>Section 11-2601</u>. There is hereby created a Parks and Recreation Commission in the City of Ishpeming.

Section 11-2602. The Parks and Recreation Commission shall consist of Seven (7) members. Six members shall be appointed by the Mayor with approval of the City Council, including one member who shall be a member of the City Council. The seventh member shall be appointed by the Ishpeming Public School Board. Each member shall be a resident of the City of Ishpeming. The member appointed to represent the Ishpeming Schools who may or may not be a resident of the City of Ishpeming.

Section 11-2603. The term of office of each Commission member, other than the School member and the City Council member, shall be three (3) years or until their successor is appointed. The School member shall serve at the pleasure of the Ishpeming Public Schools Board. The City Council member shall serve until his or her term on the City Council expires. The Parks and Recreation Commission members currently serving at the time of adoption of this Ordinance shall continue to hold their positions until the expiration of the term for which each was originally appointed.

<u>Section 11-2604</u>. The Parks and Recreation Commission shall meet at least every other month (6 meetings per year). A quorum for the conduct of business shall be four (4) members. The Commission shall adopt a set of By-laws for its operation.

<u>Section 11-2605</u>. The Commission shall be considered a Public Body under the Michigan Open Meetings Act and shall conduct business at open, public meetings.

<u>Section 11-2606</u>. The Parks and Recreation Commission is created for the purpose of advising the City Council and the City Manager regarding the planning, operations and maintenance of all Park and Recreation areas and facilities within the City which may include, but is not limited to, the following:

- (1) To make recommendations to the City Council for the creation and implementation of plans for the establishment, development, re-development and maintenance of current and future parks and recreational facilities;
- (2) To recommend to the City Council policies, rules and regulations, and fees as necessary or desirable with respect to the use of public park, recreation and athletic facilities;

	` '	pervise, oversee and coordinate the use and operation of public park, al and athletic facilities, and to schedule the use thereof.
Section	n 11-2607.	This Ordinance shall be effective upon publication.

Adopted by the Ishpeming City C	ouncil:
First Reading:	
Second Reading:	
Date Published:	

June 20, 2023

A meeting of the Parks and Recreation Commission was held on Tuesday, June 20, 2023 at the Al Quaal Lodge. Chair Lisa Thompson called the meeting to order at 4:00 p.m.

Present: Commission members present were Claudia Demarest, Lisa Thompson, Stephen Piersen, Jane Hendrick, Kevin Corkin, and Council Representative Lindsay Bean (6). Absent: School Representative Carrie Meyer (1). We currently have two open seats. Also, present was City Manager Craig Cugini, DPW General Foreman Bill Anderson, DPW Assistant Foreman-Cemetery/Parks Kaleb Rundman, DPW Office Manager April Holm.

<u>PUBLIC COMMENT</u> – No public comment.

APPROVAL OF MINUTES

A motion was made by Member Demarest, supported by Member Corkin and carried unanimously to approve the minutes as presented for 04/18/2023.

COMMITTEE MEMBER UPDATE

The Parks and Rec board currently has 2 open seats. David Morton's term ended and Edmund Holmgren decided to step down off the board. DPW General Foreman Bill Anderson proposed to the board to make a recommendation to council to consider reducing the size of the board from 9 members to 7. Last winter the board struggled to have enough members present to hold meetings. Member Demarest made a motion to recommend to city council to reduce the Parks and Rec Board to 7 members with support from Member Pieresen. The motion carried with a unanimous vote.

LODGE UPDATE

The Park Department is currently working on getting bids to replace the ramps for both lodges and for painting the buildings at Al Quaal especially the bathrooms.

The pumps at Al Quaal Lodge are in the process of being fixed so that we do not have to use the vactor truck to pump out the sewer after each rental.

LITTLE LEAGUE BALLFIELD UPDATE

The park Department has been busy making some necessary repairs to the Little League ballfields. The bleachers have been replaced and the backstop net will be replaced as well. The pump is working but the backflow preventor had to be replaced for the irrigation system.

The roof to the concession stands need to be completely replaced but the park dept was able to fix the leak temporarily. There is potential that the Construction Class at the High School may take on the roof project but that would not be until the fall when school is back in session. The City is also looking into the possibility that the roof damage may be covered by our insurance.

LAKE BANCROFT UPDATE

The playground equipment is being moved by Lake Bancroft Mining Heritage Pavilion so that it can start to be assembled. They are estimating that it will take 2 weeks to completely install. The sidewalks and walkways still need to be put in. The ribbon cutting for the new play lot will most likely be in September for Ray Leverton Day.

PARK REPORT

Stonehouse had to come and fix the Teal Lake Lodge roof due to a large tree branch falling on it during our spring storm causing a hole.



ISHPEMING POLICE DEPARTMENT

CITY OF ISHPEMING, MICHIGAN 100 EAST DIVISION STREET ISHPEMING, MICHIGAN 49849 906-486-4416



To: City Manager Craig H. Cugini and City Council Members

From: Police Chief Chad Radabaugh Purpose: Purchase of new patrol vehicle.

In the 2023 budget our department was authorized to purchase a new patrol vehicle, in the amount of \$45,000.00. An additional \$9,200.00 was also authorized to outfit the new patrol vehicle, for a total of \$54,200. These numbers were based on the price of new patrol vehicles purchased by department's in 2022 and future projects made by dealerships.

Since the budget was approved last year, the cost to purchase and outfit a patrol vehicle have increased due to lack of production and inflation. We have reached out to several dealerships in an attempt to locate a vehicle to purchase. We located Lunghamer Ford of Owosso, who has the MI deal contract for Ford patrols vehicles, Contract# 071B7700180. On July 19, 2023, I was contacted by Lunghamer Ford and advised they were able to obtain one 2023 patrol vehicle.

Lunghamer Ford of Owosso has given us the following two options:

- 1. A 2023 Ford F150 Super Crew 4x4 Police Responder Pickup: \$48,689.00
- 2. A 2024 Ford F150 Super Crew 4x4 Police Responder Pickup: \$52,649.00
- 3. A 2024 Ford Police Interceptor AWD: \$50,850.00

Elcom Systems is our authorized dealer for all things involving outfitting vehicles. Below is their quote to outfit the Interceptor. They advised it will be at least \$800 cheaper to outfit the truck.

1. \$14,267.00

I have also included an estimate from Icon Signs to place lettering on the new patrol vehicle. Their estimate totaled \$575.00

I am asking council to approve the purchase of option 1, the 2023 F150. The purchase of truck will allow our officers to have better access to the trails systems with in our city when needed. The purchase of a truck will also give our department a better option when transporting evidence/property that is to big to transport with our current fleet of vehicles. As of now when that issues arises, we are forced to use our personal trucks or at times a DPW pickup.

I am asking that the council consider amending the budget to purchase a new vehicle from the approved funds of \$54,000.00 to \$65,000. Lunghamer Ford is holding the 2023 vehicle for us, at this point. As of now the current delivery lead time for the 2024 options on a new vehicle is estimated at 30 plus weeks from receipt of purchase order.





906-228-5887 • IconSignsInc.com 601 Lakeshore Dr. Ishpeming, MI 49849

Estimate

Date	Estimate #
1/10/2023	

Name / Add	resis			
City of Ishpemin	ng, MI 49849			Project
Item	Description	Qty	Rate	Total
ettering	GRAPHICS PACKAGE FOR NEW POLICE CAR IN REFLECTIVE VINYL	1	575.00	575.00
		Sub	total	\$575.00
		Sale	s Tax (6.0%)	\$0.00
		Tot	al	\$575.00





MOTOROLA

QUOTE: 7723A

2024 FORD PI WITH ROOFTOP LIGHTBAR

New Website!

DATE: 07/07/23

http://elcomsystems.net

TO:

ISHPEMING POLICE ATTN:Kirby Frantti 100 E. Division Street, ISHPEMING,MI 49849 Phone:905-486-4416

kirbyfrantti@ishpemingcity.org

FROM: Elcom Systems Mark Olson 3150 Wright St.

Marquette, MI 49855

Phone:

906-228-5255 906-228-2621

Fax: Email:

quark@elcomsvstems.not

DEC TEST	QUANTITY	GESCHIPTION	UNIT PRICE	EXTENDED PRICE
1	1	FRONT PARTITION WITH SLIDING REAR WINDOW	\$989.00	\$989.00
2	1	CARGO AREA PARTITION WITH FULL REPLACEMENT BIO-	\$1,500.00	\$1,500.00
3	1	SETINA PUSH BUMPER WITH 4 BUILT-IN mPOWER LED LIGHTS	\$1,149.00	\$1,149.00
4	1	REAR WINDOW BARS	\$299.00	\$299.00
5	1	DUAL UNIVERSAL LOCKING GUN MOUNT	\$579.00	\$579.00
6	1	23" CONSOLE AND FACE PLATES	\$625.00	\$625.00
7	1	DUAL CUP HOLDER	\$65.00	\$65.00
. 8	1	FLIP UP ARMREST	\$180.00	\$180.00
9	2	SIDE REAR WINDOW LIGHTS 1 RED 1 BLUE	\$170.00	\$340.00
10	2	SURFACE MOUNT INTERSECTOR LIGHTS 1 RED 1 BLUE	\$214.00	\$428.00
. 11	2	REAR LIGHTS NEXT TO LICENSE PLATE 1 RED 1 BLUE	\$153.00	\$306.00
12	1	ROOFTOP LIGHTBAR WITH SCENF LIGHTS AND AMBER TRAFFIC CONTROL	\$2,850.00	\$2,850.00
13	1	REAR INTERIOR LIGHTBAR	\$860.00	\$860.00
14	1	SIREN/LIGHT CONTROLLER	\$576.00	\$576.00
1 15	1	100 WATT SIREN SPEAKER	\$261.00	\$261,00
16	1	STRIP-OUT OLD CAR	\$460.00	\$460.00
17	i	INSTALLATION	\$2,500.00	\$2,500.00
18	i	MISC SHOP SUPPLIES	\$300.00	\$300.00
. !				
		PRICES GOOD FOR 30 DAYS AFTER THE DATE ON THE QUOTE		1
1				
1		har a har a har a		
1		The state of the s	Total	\$14,267,00
1			Plus Shipping	TBD
		Bruit to a nicitary or any tensor make, tensor provide socially according or a prof. generalized to gradual name or make and a social	Так	
1		PRICES VALID 30 DAYS FROM DATE OF THE QUOTE	TOTAL:	\$14,267.00
64	. 14			

Thank you for the opportunity to provide this quotation...Get Connected, Get Elcom!

























July 19, 2023

City of Ishpeming Police Department Attn: Chief Chad Radabaugh 100 East Division Street Ishpeming, MI 49849

Dear Chad Radabaugh:

Price on 2023 Vehicle State of Michigan Contract# 071B7700180 and Macomb County Contract# 21-18 Bid:

2023 Ford F150 Super Crew 4x4 Police Responder Pickup

\$48,689.00 ea

<u>Service Contract:</u> 36,000 miles or 36 months factory bumper to bumper warranty and 100,000 miles or 60 months powertrain warranty.

<u>Delivery date:</u> Current lead time to order is estimated at 30 + weeks from receipt of Purchase Order.

Order Cutoff Date: Incoming Unit.

Ford Motor Company does not guarantee delivery---Ford Motor Company will make reasonable efforts to schedule orders received prior to fleet order cut-off date.

Payment requirements: All departments to pay on delivery of vehicle. 10-day grace period will be given if previous arrangements have been made. An \$8.00 per day floor plan will be charged if payment is not at the dealership within 10 days of delivery of the vehicle (s). If you have any questions please call me, 888-92-Fleet (888-923-5338).

Respectfully Submitted,

Bill Campbell

Bill Campbell
Government & Fleet Sales





June 23, 2023

City of Ishpeming Police Department Attn: Sgt. Kirby Frantti 100 East Division Street Ishpeming, MI 49849

Dear Sgt. Kirby Frantti:

Price on 2024 Vehicle State of Michigan Contract# 071B7700180 and Macomb County Contract# 21-18 Bid:

2024 Ford F150 Super Crew 4x4 Police Responder Pickup \$52

\$52,649.00 ea

<u>Service Contract:</u> 36,000 miles or 36 months factory bumper to bumper warranty and 100,000 miles or 60 months powertrain warranty.

<u>Delivery date:</u> Current lead time to order is estimated at 30 + weeks from receipt of Purchase Order.

Order Cutoff Date: DRAFT TBD.

Ford Motor Company does not guarantee delivery---Ford Motor Company will make reasonable efforts to schedule orders received prior to fleet order cut-off date.

<u>Payment requirements:</u> All departments to pay on delivery of vehicle. 10-day grace period will be given if previous arrangements have been made. An \$8.00 per day floor plan will be charged if payment is not at the dealership within 10 days of delivery of the vehicle (s). If you have any questions please call me, 888-92-Fleet (888-923-5338).

Respectfully Submitted,

Bill Campbell

Bill Campbell Government & Fleet Sales



June 22, 2023

City of Ishpeming Police Department Attn: Sgt. Kirby Frantti 100 East Division Street Ishpeming, MI 49849

Dear Sgt. Kirby Frantti:

Price on 2024 Vehicle State of Michigan Contract# 071B7700180 and Macomb County Contract# 21-18 Bid:

2024 Ford Police Interceptor Utility AWD in Black

\$50,850.00 ea

<u>Service Contract:</u> 36,000 miles or 36 months factory bumper to bumper warranty and 100,000 miles or 60 months powertrain warranty.

<u>Delivery date:</u> Current lead time to order is estimated at 30 ± weeks from receipt of Purchase Order.

Order Cutoff Date: DRAFT TBD.

Ford Motor Company does not guarantee delivery---Ford Motor Company will make reasonable efforts to schedule orders received prior to fleet order cut-off date.

<u>Payment requirements:</u> All departments to pay on delivery of vehicle. 10-day grace period will be given if previous arrangements have been made. An \$8.00 per day floor plan will be charged if payment is not at the dealership within 10 days of delivery of the vehicle (s). If you have any questions please call me, 888-92-Fleet (888-923-5338).

Respectfully Submitted,

Bill Campbell

Bill Campbell Government & Fleet Sales Stonehouse Window & Door 212 Front Street Ishpeming, MI 49849 US 9064864000 Stonehouse49849@gmail.com

Estimate 1875



ADDRESS SHIP TO City of Ishpeming City of Ishpeming **EXPIRATION** DATE TOTAL Ishpeming City Hall City of Ishpeming DATE 08/23/2023 \$9,843.55 100 E Division Public Works Department 09/30/2023 Ishpeming, MI 49849 100 S. Lake St Ishpeming, MI 49849

	DESCRIPTION	Ğ.	TY RATE	AMOUNT
Exterior Door	3/0 x 8/0 Steel Flush Single Door Kit w/Transom: Right Hand Reverse Outs 16ga Frame Jamb Depth 5.5" - 24 x 30 Tempered Glass Kit Installed - Integra Anchor - Prepared Opening Anchor - A 2711 Closer with Hold Open - Single E Hinges Ball Bearing Brushed Chrome Sweeps - Weatherstrip - Threshold - C Reinforcement - No Prefinish - Primer	O Clear ted Sill Aluminum Bore - - 30 Bloser	1 5,657.12	5,657.12T
Door Installation	Door Installation Includes Removal an Disposal of Existing Door - Materials, Fasteners, Sealants, and Spray Foam Door Opening - Exterior: New Brickmo Paneling Above Door - Interior: Reuse Handle Install Closer - Set Glass - Doe Include Any Unforeseen Damages.	Around uld & Existing	1 2,100.00	2,100.00
General Contracting	Repairs to Rotted Wall - This is a Budg Subject to Change Upon Time & Mate Used - Scope of Work to Include: Rem Paneling on Inside Both Side of Door- Rotted Framing - Inspect for Further D Replace Framing as Necessary - Insta Paneling - Paint & Trim - Budget Set: I \$547 Labor \$1,200	rials nove Replace amages - Ill New	1 1,747.00	1,747.00
deviation from the above material/labor will only b	then arbitration. Any alteration or e summary involving extra cost of e executed upon change orders by	SUBTOTAL TAX		9,504.12 339.43
· · · · · · · · · · · · · · · · · · ·	d will result in extra charge over the sum cted price. This includes unforeseen	TOTAL	\$	9,843.55

3% Processing fee will apply for all credit card transaction.

A FINANCE CHARGE OF 1.5% (18% PER ANNUM) will be charged to accounts past 30 days.

THANK YOU.

damages that were not visible at the time of estimate, or execution.

Payments of Contract Price shall be made as follows: 60% down due at time of contract signing, and the remaining 40% of balance to be paid within 7 days of completion of work unless noted otherwise.

Vienna Faye, Inc (DBA: Stonehouse Window and Door) is hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which you agree to pay the amount mentioned in said proposal. In the event buyer defaults under the terms of this agreement. Buyer agrees to pay reasonable attorney fees, if the sums due are collected by or through an attorney.

Accepted By

Accepted Date

3% Processing fee will apply for all credit card transaction.

A FINANCE CHARGE OF 1.5% (18% PER ANNUM) will be charged to accounts past 30 days.





Invoice To Account No: 52250

CITY OF ISHPEMING NORM HOL JIM BERTUCCI

ISHPEMING MI 49849

100 E DIVISION ST

McCoy Construction & Forestry 1818 North Lincoln Road Escanaba, MI 49829 (906) 789-9054

Remit Payment to: McCoy Construction & Forestry, Inc. ATTN: Accounts Receivable 2099 Southpark Ct Dubuque, IA 52003



*** PROFORMA INVOICE ***

Quote Expires: 09/15/2023

SERVICE QUOTATION

Invoice Number:

Invoice Date Location: 08/17/2023 02

Work Order Number: Payment Type:

615524 Account

Customer PO No: Make/Model: estimate

Meter Reading:

2011 JOHN DEERE 544K 8774

Serial Number: **Equipment Number:**

1DW544KZKB0634142 13601M

Fleet Number:

304

Page:

1 of 2

Phone: **Deliver To:**

CITY OF ISHPEMING 208 LAKE ST ISHPEMING MI 49849

Phone:

(906)485-1091

(906)485-1091

/TTM -F-0000031 Retail

CONCERN:

TRAVEL TIME AND MILEAGE

CAUSE:

CORRECTION:

CHARGES ARE FOR TRAVEL TIME & MILEAGE

LOCATION:

TECH:

<u>Miscellaneous</u>	Description		Qu	<u>iantity</u>	Net Price	Extended Price	Taxed Ind
S1	Travel Mileage			95.00	\$3.50	\$332.50	N
Labor: \$450.00	Parts: \$0.00	OL&M: \$0.00	Misc: \$33	2.50	Sub-Total:	\$782.50	

Gen2 Retail

CONCERN:

Machine overheating - Repairs

CAUSE:

CORRECTION:

** Charges may be additional to estimate for freight and oils. Labor may vary upon tear down and inspection. Overtime is applicable after 8.0 hours and may be additional to estimate. Wear items will be additional to estimate (i.e. o-rings, gaskets, seals) If cleaning is required for repairs, it will be additional to the estimate.

<u>PartNumber</u>	Description	Quantity	Net Price	Extended Price	Taxed Ind
51M7041	O-RING	1.00	\$2.69	\$2.69	N
AT228767	HYDRAULIC	1.00	\$1,486.48	\$1,486.48	N
AT316475	OIL PUMP	1.00	\$2,027.14	\$2,027.14	N
RE52722	TEMPERATUR	1.00	\$41.29	\$41.29	N
T350654	GASKET	1,00	\$23,16	\$23.16	N
Miscellaneous C	harges:				
Shop Supplies					\$75.00
Environmental Fo	ees				\$65.00

OL&M: \$0.00 Misc: \$140.00 Sub-Total: \$5,665.76 Labor: \$1,945.00 Parts: \$3.580.76

CONTINUED ON NEXT PAGE->

^{**} Estimate includes current travel charges invested into machine

^{**} Estimate includes current diagnostic labor invested into machine



McCoy Construction & Forestry 1818 North Lincoln Road Escanaba, MI 49829 (906) 789-9054

Remit Payment to: McCoy Construction & Forestry, Inc. ATTN: Accounts Receivable 2099 Southpark Ct Dubuque, IA 52003



***	DDOEODMA	INVOICE * * *
	PRUPURMA	IN ACHE

Quote Expires: 09/15/2023

SERVICE QUOTATION

CITY OF ISHPEMING NORM HOL JIM BERTUCCI 100 E DIVISION ST **ISHPEMING MI 49849**

Invoice To Account No: 52250

Phone:

(906)485-1091

Deliver To:

CITY OF ISHPEMING 208 LAKE ST **ISHPEMING MI 49849**

Phone:

(906)485-1091

Invoice Number:

Invoice Date Location:

02 615524 Account

Work Order Number: Payment Type:

estimate

Customer PO No: Make/Model:

2011 JOHN DEERE 544K

Meter Reading: 1DW544KZKB0634142 Serial Number:

Equipment Number: Fleet Number: 13601M 304

8774

08/17/2023

Page:

2 of 2

Customer PO No:

estimate

Tax Exempt No:

MI 2026-06-28 GV

Advisor:

COURTNEY CUNNINGHAM Labor:

\$2,395.00

Parts: OL&M: \$3,580.76 \$0.00

Misc:

\$472.50

Total:

\$6,448.26

TERMS AND CONDITIONS

This is a parts and labor estimate only. McCoy Construction & Forestry reserves the right to adjust the pricing if the scope of repairs changes, which impacts the parts or labor involved to complete the repairs. Customers will be contacted to discuss and approve the changes to the repairs.

Received by:		Date:
--------------	--	-------



Decision Brief Equipment Purchase Mounting bracket for Jack Hammer

wheeled excavator instead of using a 2nd machine, while Problem Statement: How does the city best increase efficiencies through use of different attachments for establishing a lifecycle management strategy for the future.

Searching for best tool to efficiently accomplish frozen ground breaking during winter months.





Facts and Assumptions

Facts

To perform digging operations, we currently use 2 machines. 1 backhoe with a jackhammer breaks up the frozen ground. The wheeled excavator then digs to expose the watermain.

Assumptions

This plate would allow us to mount the jack hammer onto of wheeled excavator.



due to the amount of shock to the system that the hammer requires. machine and we are constantly replacing hydraulic lines and fittings attachment. This Hammer was causes a lot of wear and tear on this Currently the staff has to use an aging backhoe with a jackhammer



Jack Hammer Mount

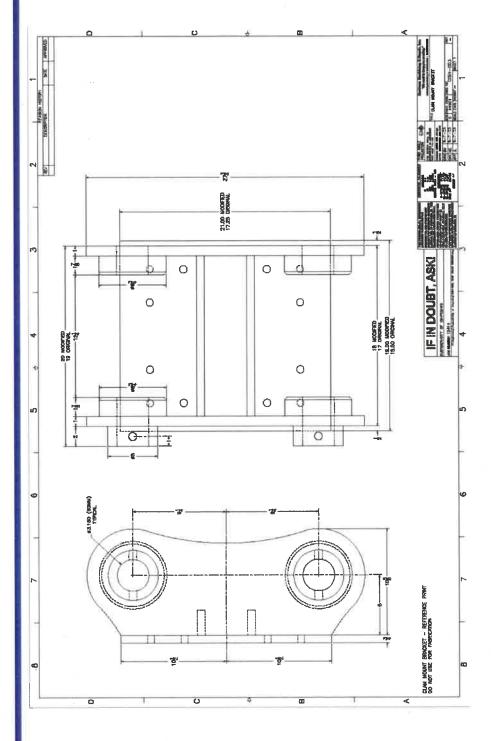
Pros

Cons

- Staff would only need to have 1 piece of equipment with multiple attachments.
- The wheeled excavator is designed for attachments like a jack hammer.

 Little more time would be needed to switch attachments.

Jack Hammer Mount







- Allow Northern Machine & Repair to build a mount for the jack hammer so it can be used on the wheeled excavator.
- Use funding from the Motor Pool Fund operating supplies line.
- Northern Machine and Repair in the amount of \$6,921.74 from the Motion: Approve the purchase of a Jack Hammer mount from Motor Pool Operating Supplies Line



The Ishpeming Cemetery Board meeting was held on Monday, July 17, 2023, at the Ishpeming City Hall Conference Room. The meeting was called to order at 3:00 p.m. by Member Magnuson.

Staff present: April Holm-DPW, Bill Anderson-DPW General Foreman, and Kaleb Rundman-Assistant Foreman Cemetery Parks, Craig Cugini-City Manager. Council Liaison: Councilmember Scanlon was absent.

Present: Tracy Magnuson, Christine Moffat, Jim Bertucci, Dr. Stephen Piereson, and Karen Kasper (5). Absent: None

PUBLIC COMMENT – None.

MINUTES OF THE PREVIOUS MEETING

A motion was made by Member Bertucci, supported by Member Magnuson and carried unanimously to approve the minutes of May 15, 2023 as presented.

CEMETERY GIS UPDATE AND DEMO

Ken Kaiser with Tri Media Consultants attended the Cemetery Meeting to give the board a demonstration on their progress mapping out the Cemetery and what it would look like. They have been able to survey a large portion of the cemetery. Tri Media has students from NMU doing most of the onsite work at the Cemetery. He was able to give a demonstration on how it worked and how helpful it will be for residents locating loved ones.

Jim Bertucci made a motion to recommend to council to approve years 3,4, and 5 of the GIS Cemetery project with support from Tracy Magnuson. The motion was carried unanimously.

FENCE QUOTE

Kaleb Rundman - Assistant Foreman Cemetery/Parks presented to the board a quote that he received from Marquette Fence to replace damaged fencing around the Cemetery. The quote was for \$9046. Marquette Fence was the only quote received because they are the only company in the area that does that type of work.

A motion was made by Tracy Magnuson with support from Jim Bertucci to recommend to council that to accept the quote from Marquette Fence to repair and replace some lengths of the cemetery fence; as they are the only company in the area to do this type of work. The motion was passed unanimously.

COLUMBARIUM UPDATE

The city received an additional quote for a new columbarium from Menominee Granite. The structure would be a different size then the existing ones. Niches would be a little bit smaller but there would be more of them. Also, for this type of granite they recommend engraving the names and dates on the doors instead of the bronze markers. The installation of the bronze markers would be more time consuming and costly. The quote was approximately \$23,500. The pricing is not guaranteed until the order is placed because of the fluid cost of granite in the market.

The cemetery only has 5 niches left and it was recommended to potentially purchase 2 because of their popularity and the amount of time it takes us to secure a new one. Also, there is potential that we may get a price break if we purchase 2.

Bjork and Zhulkie notified the Cemetery that they had another company that was potentially interested in submitting a quote for a new columbarium as well. The quote was not submitted in time for the meeting.

Tracy Magnuson made a motion with support from Karen Kasper to recommend \$50,000 be allocated in the 2024 budget to purchase 2 columbariums and recommending cemetery staff to obtain quotes since construction could take up to 12 months. The vote was carried unanimously.

OLD/NEW BUSINESS

Dr Stephen Pieresen would potentially like to see a larger more prominent sign at the entrances of the Cemetery that would say "No Pets Allowed." He has had many people approach him about dogs being walked in the Cemetery. Tracy suggested that we laminate a few larger signs and place them out there to see if that would deter people from bringing their pets into the Cemetery before making the investment for more permanent signs. Also, everyone should be encouraging people when they see dogs in the cemetery to call the police.

Karen Kasper let everyone know that the Cemetery tours would continue to the end of August. The tours have been very popular this year.

City Manager Craig Cugini suggested that the Cemetery Board send a Thank You card to the ROTC for cleaning Veteran markers this summer.

NEXT MEETING DATE AND PLACE

The next meeting will be held September 19, 2023, at Ishpeming City Hall.

ADJOURNMENT

At 3:54p.m., a motion was made by Member Magnuson with support from Member Moffat to adjourn.

Respectfully submitted,

April Holm Recording Secretary



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

20(a)

SENT VIA ELECTRONIC MAIL

June 29, 2022

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 Cemetery Information Management System

TriMedia Proposal Number 2021-7043a

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 (City) – Department of Public Works (DPW) by providing project management and consulting services for continued development of its Cemetery Information Management System.

Our team of professionals provides expertise in the areas of Geographic Information Systems (GIS) planning, mapping, database management, cemetery information management, ground penetrating radar, 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.

Mr. Ken Kaiser, GISP, will provide technical expertise and project management. He will be assisted, as needed, by other TriMedia technical staff with commensurate credentials. TriMedia has successfully completed, or is in the process of completing, similar local projects for Limestone Township, Mathias Township, Munising Township, Mueller Township, Humboldt Township, and L'Anse Township (Aura and Pequaming cemeteries).

PROJECT UNDERSTANDING

TriMedia understands that the City is requesting a cost estimate for GIS services for its Cemetery Information Management System. **This will be done for six defined areas of the cemetery over a six-year period.** Our proposal has been developed to allow the City to use its existing GIS software and accounts, to avoid costly future maintenance fees. 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, and development of documentation and communication to support the project.

Environmental

Industrial Hygiene

Health & Safety

Geospatial Data Services

Survey

Task 2: GIS and Plot Map Development

TriMedia will develop a GIS created from the existing paper map of cemetery blocks, plots, and gravesites. This map will be populated in GIS with data the City has currently entered into existing digital records from an export to a useable database or spreadsheet. The GIS will be integrated into the City's GIS system and include training of City staff to be able to update future records and make map changes.

Task 3: GIS Public Access Website

TriMedia will develop a web-based, interactive map depicting headstone locations, burial names, and headstone photographs. This will provide an easy to use, searchable, web-based map to allow the public to easily navigate the cemetery via computer or real time via their phone or tablet. The map will be transitioned to the City to host through their ArcGIS Online account.

Task 4: Global Position Systems (GPS) Headstone Mapping (Optional)

TriMedia will collect survey grade GPS locations of all headstones with photographic links. Headstone data such as name, born/death dates and veteran status will also be collected. A site will also be setup to utilize the City's existing ArcGIS Online account for both viewing and providing a portal to upload documents such as sales deeds, burial certificates, etc. This dataset will allow users to view actual site photographs of locations that they select and allow City staff to match actual burial information with grave plots.

Task 5: Drone Survey (Optional)

TriMedia recommends a drone flight be performed to acquire accurate and high-quality aerial photographs of the existing cemetery. The aerial photograph will be utilized as a background and reference for the GIS data and will clearly show features such as buildings, fences, and headstones. Field activities will be completed by a Federal Aviation Administration Unmanned Aircraft Systems certified remote pilot, who will be accompanied by a flight observer.

PROJECT COST

TriMedia has developed a not-to-exceed cost of \$27,600.00 for completion of Tasks 1-3, or \$73,150.00 for completion of Tasks 1-5, presented above. The project will be billed on a time and expense, not-to-exceed basis and in no case will the project estimate be exceeded unless so authorized by the City 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. Costs beyond year 2023 include a 3% rate increase per year. The cost estimate is further detailed as follows:

Lots 45-66 (2022):

Task 1: Project Management \$800.00
Task 2: GIS and Plot Map Development \$5,850.00
Task 3: GIS Public Access Website \$250.00
Total: \$6,900.00

	GIS/GPS Headstone Mappin Drone Survey		\$	1,000.00 375.00 8,275.00
Lots 68-80 (202	23):			
Task 2:	Project Management GIS and Plot Map Developm GIS Public Access Website	ent Total:	\$	450.00 3,350.00 150.00 3,950.00
	GIS/GPS Headstone Mappin Drone Survey		\$	6,275.00 225.00 0,450.00
Lots 81-91 (20	24):			
Task 2:	Project Management GIS and Plot Map Developm GIS Public Access Website	ent Total :	\$ \$ \$ \$	750.00 5,575.00 225.00 6,550.00
	GIS/GPS Headstone Mappin Drone Survey	_	\$	0,500.00 350.00 7,400.00
Lots 35-44 (202	25):			
Task 2:	Project Management GIS and Plot Map Developm GIS Public Access Website	ent Total:	\$ \$ \$ \$	275.00 2,000.00 100.00 2,375.00
	GIS/GPS Headstone Mappin Drone Survey		\$ \$	3,750.00 125.00 6,250.00
Lots 1-16 (2026):				
Task 2:	Project Management GIS and Plot Map Developm GIS Public Access Website	ent Total:	\$ \$ \$	500.00 3,775.00 150.00 4,425.00
	GIS/GPS Headstone Mappir Drone Survey	•	\$	7,100.00 250.00 1 1,775.00

Lots 17-34 (2027):

Task 1: Project Management 375.00 Task 2: GIS and Plot Map Development 2.900.00 Task 3: GIS Public Access Website 125.00

Total: \$ 3,400.00

Task 4: GIS/GPS Headstone Mapping 5,425.00 Task 5: Drone Survey 175.00

Total: \$ 9,000.00

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 desire to issue a Purchase Order, please reference Revised TriMedia Proposal Number 2021-7043a, 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 or kkaiser@trimediaee.com.

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 DPW.

Sincerely.

TriMedia Environmental & Engineering Services, LLC

Kelly D. Levely, ASP

GIS Specialist

Kenneth G. Kaiser, GISP

Jult 95 Ceni

GIS Manager

KDL/KGK/mlh

Enclosure: Terms and Conditions cc: TriMedia File 2021-7043a

ACCEPTANCE

City of Ishpeming DPW

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 <u>Terms and Conditions</u>, unless otherwise specified in writing.

SHE

Date: 20 October 2022

TriMedia Environmental & Engineering Services. LLC

Tom L. Anthos, CIH, Member

Date: 10/26/2022

Council Approved ITEMS 1\$2 AT August 3,2022
MEETing Council ASKED STAFF TO Figure
OUT funding for ITEMS 3-6 And Bring
BACK TO COUNCIL

CONTVACT NOT TO EXCEED \$28,725.

TERMS AND CONDITIONS City of Ishpeming

- 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 caused, partly or solely, by the negligent acts, errors or omissions of TriMedia.
- 3. <u>Termination</u>: 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 90 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. INSURANCE:

- a. TriMedia will furnish to Client the Certificates of Insurance indicating the required coverages and conditions prior to the commencement of work under this contract.
- b. TriMedia, and any and all of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to Client. The requirements below should not be interpreted to limit the liability of TriMedia. All deductibles and SIRs are the responsibility of TriMedia.
- C. TriMedia shall procure and maintain the following insurance coverage:
- 1. **Worker's Compensation Insurance**, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- 2. **Commercial General Liability** not less than \$1,000,000 per occurrence and \$2,000,000 in aggregate. Coverage shall include, but not limited to, the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent.

- 3. **Automobile Liability**, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- 4. Additional Insured: All policies shall include an endorsement stating the following shall be Additional Insureds: The Client, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the Client as additional insured, coverage afforded is considered to be primary and any other insurance the Client may have in effect shall be considered secondary and/or excess.
- 5. **Cancellation Notices**: Policy(ies), as described above, shall be endorsed to state the following: It is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: (City of Ishpeming, Attention: City Clerk, 100 East Division Street, Ishpeming, Michigan 49849)
- 6. <u>INDEMNITY:</u> 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.
- 7. **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.
- 8. <u>UTILITIES AND SUBSURFACE OBJECTS:</u> 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.
- 9. **ACCESS TO SITE:** Client will arrange and provide access to each site upon which it will be necessary for TriMedia to perform its work.
- 10. <u>OWNERSHIP OF DOCUMENTS</u>: TriMedia's reports, drawings, maps, compilations and other documents or creations prepared under this Agreement, including works which are solely electronic, shall become the property of Client upon completion of the work and payment in full of all monies due to TriMedia.
- 11. <u>CERTIFICATIONS, GUARANTEES, AND WARRANTIES:</u> 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.
- 12. <u>Information Provided by Others:</u> 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.
- 13. **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.

- 14. <u>INDEPENDENT CONTRACTOR:</u> The relationship between the Client and TriMedia is that of an independent contractor.
- 15. <u>Governing Law/Assigns/Written Notice</u>: 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 by registered or certified mail.

Revised TriMedia	Proposal Number 2021-7043a
Acceptance:	

, 20(b)

See Drawing

Marquette Fence Company, Inc.

1446 M-28 East

Marquette, MI 49855

Phone: (906) 249-8000 Fax: (906) 249-8002

Initial:____

Date: 5-30-23 **Mailing Address:** Job Site Address: Email: parks forman & ishpermingcity.org Attn: Total Height: Style Fence: Chainla C Height of Fabric: Style Fabric: ____ Gauge: ___ Depth of Bury: _ "____ Mid Rail: ______ Bottom Rail/ Wire: ____ End & Corner Posts: _____ Frame Work Finish: Line Post: _____ Drive Gate Posts: ___ Walk Gate Posts: ___ Materials Only: _____ Good Side To Neighbor Ces/No Fence to Follow Ground Level Materials Only: _____ Good Side To Neighbork Pence to Terms of Payments: 25% down balance net 16 days upon completion. Ornamental Acceptance - This proposal and diagram, when accepted by Marquette Fence Co. and upon review of Terms & Conditions by the customer, becomes a contract between the two parties. We publish pictures of our fence installations to our website. If you do not want your installation on our site, please check this box Accepted Marquette Fence Co. Accepted: ___ Marquette, MI Date: _ *All Property Owners Must Get a Fence Permit Where Required, Prior to Any Erection of Fencing Materials.*