

**AGENDA**  
**ISHPEMING CITY COUNCIL SPECIAL MEETING**  
**Monday, May 15, 2017 at 10:00 a.m.**  
**Ishpeming City Hall, 100 E. Division Street, Ishpeming, MI 49849**  
**City Hall Telephone Number: 906-486-1091**

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Meeting Called to Order

Roll Call

Agenda Comment

**AGENDA ITEMS**

1. Award bid for RD Water System Improvement Project – Contract 1 and Contract 2
2. Resolution #7-2017, Resolution to Tentatively Award Contract 1 and Contract 2 for RD Water System Improvement Project
3. GEI Consultants Owner-Engineer Agreement Amendment #1 – RD Water System Improvement Project
4. Revised SF-424 RD Water System Improvement Project
5. Award bid for 2017 Wheel Loader – DPW
6. Charter Communications Uniform Video Service Franchise Agreement
7. Proposed Al Quaal Pavilion Gift from St. Rocco/St. Anthony Society
8. Award bid for Ready Street/BR 28 Culvert Removal and Replacement

Adjournment

Mark Slown  
City Manager

Consulting  
Engineers and  
Scientists

May 12, 2017  
Project No. 1508090

Mr. Mark Slown, City Manager  
City of Ishpeming  
100 E Division Street  
Ishpeming, MI 49849

**RE: City of Ishpeming – RD Water System Improvements  
Bid Award Recommendations – Contracts I and II**

Dear Mr. Slown:

We have completed our review of the bids for the City's RD Water System Improvements project, which were received on May 9, 2017 and May 11, 2017 for Contracts I and II respectively. Each contract is to be awarded based on the lowest reasonable and responsible Total Base Bid. Each bidder supplied prices for the Base Bid along with prices for each alternate add. The lowest Total Base Bid for the combined contracts is within the construction dollars budgeted. A summary of the results is located below:

Contract I	
Bidder	Total Base Bid
Lindberg and Sons	\$3,066,628.00
Oberstar, Inc.	\$3,676,653.00
James Peterson and Sons	\$5,021,603.12

Contract II	
Bidder	Total Base Bid
Lindberg and Sons	\$4,256,816.06
Oberstar, Inc.	\$4,495,085.00

Each of the bidders provided a Bid Bond, acknowledged receipt of all addenda, and attended a mandatory pre-bid meeting. Minor mathematical errors were found in multiple bids and corrected per the contract documents. This resulted in the following changes:

**Contract I:**

Oberstar – Read bid \$3,687,318.00, calculated \$3,676,653.00  
James Peterson – Read bid \$4,898,793.62, calculated \$5,021,603.12

**Contract II:**

Lindberg – Read bid \$4,256,546.06, calculated \$4,256,816.06  
Oberstar – Read bid \$4,497,835.00, calculated \$4,495,085.00

Based upon our review, the apparent low Total Base Bids submitted by A. Lindberg and Sons for both Contract I and Contract II are reasonable and responsible. The bid amount and unit prices should be sufficient to allow them to successfully complete this project. It is our recommendation that Contract I be awarded to A. Lindberg and Sons for \$3,066,628.00, and Contract II be awarded to A. Lindberg and Sons for \$4,256,816.06.

As mentioned, bid prices were received for each alternate. The bid prices received were as follows:

<b>Alternate</b>	<b>Total Bid</b>
A (8 <sup>th</sup> Addition)	\$1,077,128.00
B (Washington Street)	\$686,976.50
C (New York Street)	\$607,041.50
D (Stone Street)	\$500,680.66
E (Lower Pine Street)	\$1,211,283.00
F (Angeline and Terrace)	\$882,423.00
G (Downtown)	\$936,786.25

Based on discussions with the City Engineer and the Mayor after the opening of the bids, a prioritization of the alternate work was made, considering both the need and the costs. This prioritization led to the following recommendation for addition of alternates at time of award:

<b>Recommended Alternates</b>	
<b>Alternate</b>	<b>Total Bid</b>
A (8 <sup>th</sup> Addition)	\$1,077,128.00
D (Telemetry Portion)	\$40,012.66
G (Downtown)	\$936,786.25
F (Partial)	\$699,104
B (Washington Street)	\$686,976.50

Alternates A and B would be added to Contract I, while Alternates D, F, and G would be added to Contract II.

The award of the contracts above, with the Alternates as stated would result in a total construction cost of \$10,763,451.47. Of that amount, there is \$565,602.50 that is for sewer work that was identified during preliminary SAW grant investigations, which will be paid for separately by the City's sewer fund. The remaining \$10,197,848.97 would be the RD grant/loan construction cost, which leaves a remaining \$352,151.03 contingency. A 3% contingency is recommended by RD at this stage of the process. GEI will monitor the trends of construction closely throughout the project to determine if and when additions or deletions may be necessary to the work in order to meet the final budget.

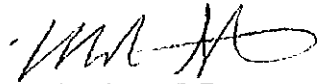
If the City concurs with our recommendation, the City will need to adopt the enclosed resolution tentatively awarding both Contract I and Contract II to A. Lindberg and Sons, contingent upon approval of Rural Development and availability of funding.

Upon approval, documents will be delivered to Rural Development for concurrence. Once approved by RD, Agreements will be prepared for execution. Enclosed with this letter, please find a copy of A. Lindberg and Sons' bid forms, as well as the bid tabulations for all bidders on each contract.

If you have any question or comments, please contact me at (906) 214-4147.

Sincerely,

GEI CONSULTANTS OF MICHIGAN, P.C.

A handwritten signature in black ink, appearing to read 'M. Stoor', with a stylized flourish at the end.

Mark F Stoor, P.E.  
Senior Project Manager

MFS:plw

Enclosures: As noted

cc: Brenda Stevenson, Rural Development  
Bonnie Hoff, City Attorney  
File 1508090

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Resolution #7-2017

**A RESOLUTION TO TENTATIVELY AWARD  
CONSTRUCTION CONTRACTS FOR THE RD WATER SYSTEM IMPROVEMENTS PROJECT**

**WHEREAS**, the City of Ishpeming wishes to construct improvements to its existing water distribution system; and

**WHEREAS**, the water distribution system improvements project will be funded through the United States Department of Agriculture – Rural Development Rural Utilities Service Program; and

**WHEREAS**, the City of Ishpeming has sought and received construction bids for the proposed improvements and has received a low Total Base Bid for Contract I in the amount of Three Million, Sixty Six Thousand, Six Hundred Twenty Eight Dollars (\$3,066,628) from A. Lindberg and Sons of Ishpeming Michigan, and a low Total Base Bid for Contract II in the amount of Four Million, Two Hundred Fifty Six Thousand, Eight Hundred Sixteen Dollars and Six Cents (\$4,256,816.06) from A. Lindberg and Sons of Ishpeming, Michigan

**WHEREAS**, the City's Engineer, GEI Consultants of Iron River, Michigan has recommended awarding the contract to the low bidder.

**NOW THEREFORE BE IT RESOLVED**, that City of Ishpeming award the contract for construction of the proposed RD Water System Improvements Contract I to A. Lindberg and Sons with the addition of Alternate Adds 'A' and 'B' for a total contract amount of \$4,830,732.50, and Contract II to A. Lindberg and Sons with the addition of Alternate Add G, as well as portions of Alternate Adds 'D' and 'F' for a total contract amount of \$5,932,718.97 as indicated in the attached draft Change Order No. 1 for each contract, contingent upon Rural Development's concurrence with the award and the availability of funding.

Yeas:

Nays:

Abstain:

Absent:

I certify that the above Resolution was adopted by the City of Ishpeming on

\_\_\_\_\_.

BY: Tammie Leece, City Clerk

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**AMENDMENT TO OWNER-ENGINEER AGREEMENT  
Amendment No. 1**

The Effective Date of this Amendment is: 05-15-17.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner: **City of Ishpeming**

Engineer: **GEI Consultants of Michigan, PC**

Project: **RD Water System Improvements**

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- x   Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

Description of Modifications:

***Hire Alan Pierce to review all historical easements previously obtained by the City, to file any of those that were not previously filed, and to assist with property acquisition and easement efforts for the water system Right-of-Way.***

Agreement Summary:

Original agreement amount:	<u>\$1,375,000.00</u>
Net change for prior amendments:	<u>\$0</u>
This amendment amount:	<u>\$10,745.15</u>
Adjusted Agreement amount:	<u>\$1,385,745.15</u>

Change in time for services (days or date, as applicable):   0  

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER: **City of Ishpeming**

ENGINEER: **GEI Consultants of Michigan, P.C.**

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By: \_\_\_\_\_  
Print  
name: **Joseph Juidici**

Title: **Mayor**

Date Signed: \_\_\_\_\_

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By: \_\_\_\_\_  
Print  
name: **Mark F Stoor, P.E.**

Title: **Senior Project Manager**

Date Signed: \_\_\_\_\_

## USDA Watermain Compliance for the City of Ishpeming

Performed by: Alan K. Pierce  
PO Box 135  
Little Lake, MI 49833

		TIME	MILEAGE
During January, 2016	Review Ishpeming Documents	4.5 hrs	64 miles
During February, 2016	Review Ishpeming Documents	4.25 hrs	128 miles
During March, 2016	Review Ishpeming Documents Legal Research	13 hrs	128 miles
During April, 2016	Review Ishpeming Documents	16.5 hrs	256 miles
During May, 2016	Review Ishpeming Documents	16.25 hrs	192 miles
During June, 2016	Review Ishpeming Documents List Un-recorded Deeds / Review	12 hrs	192 miles
During July, 2016	Document Scanning & Organizing	10.5 hrs	192 miles
During September, '16	Document Scanning & Organizing	23 hrs	320 miles
During October, 2016	Document Scanning & Copies Review Unrecorded Doc.'s, Mtg.	39.5 hrs	384 miles
During November, '16	Scanning, Mtg.s, Legal Research	35 hrs	320 miles
During December, '16	Locate City ownership- Email Prep. Easements, Etc.	57.5 hrs	576 miles
During January, 2017	Easement processing, Assist Attorney	7.5 hrs	32 miles
During February, 2017	Assist Attorney, Scan Documents Booster Station	12 hrs	
During March, 2017	Booster Station, Legal Research, Assist Attorney, Meetings	10.75 hrs	64 miles
Totals 262.25 Hours @ \$35/ hour		<u>\$9,178.75</u>	
2848 Miles @ 0.55 per mile			<u>\$1566.4</u>

Please issue two separate checks to : Alan K. Pierce

THANK YOU



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**APPLICATION FOR  
FEDERAL ASSISTANCE**

Version 7/03

<b>1. TYPE OF SUBMISSION:</b> Application <input checked="" type="checkbox"/> <b>Construction</b> <input type="checkbox"/> <b>Non-Construction</b>		<b>2. DATE SUBMITTED</b>		Applicant Identifier	
		<b>3. DATE RECEIVED BY STATE</b>		State Application Identifier	
<input type="checkbox"/> <b>Pre-application</b> <input type="checkbox"/> <b>Construction</b> <input type="checkbox"/> <b>Non-Construction</b>		<b>4. DATE RECEIVED BY FEDERAL AGENCY</b>		Federal Identifier	
<b>5. APPLICANT INFORMATION</b>					
Legal Name:			<b>Organizational Unit:</b>		
City of Ishpeming			Department:		
Organizational DUNS: 083299956			Division:		
<b>Address:</b> Street: 100 E. Division St			<b>Name and telephone number of person to be contacted on matters involving this application (give area code)</b>		
			Prefix: Mr.		First Name: Mark
City: Ishpeming			Middle Name		
County: Marquette			Last Name Slown		
State: MI		Zip Code 49849		Suffix:	
Country: USA			Email: citymanager@ishpemingcity.org		
<b>6. EMPLOYER IDENTIFICATION NUMBER (EIN):</b> <div style="border: 1px solid black; padding: 2px; display: inline-block;">             38-6004643           </div>			Phone Number (give area code) (906) 485-1091 x203		Fax Number (give area code) (906) 485-6246
<b>8. TYPE OF APPLICATION:</b> <input checked="" type="checkbox"/> <b>New</b> <input type="checkbox"/> <b>Continuation</b> <input type="checkbox"/> <b>Revision</b> If Revision, enter appropriate letter(s) in box(es) (See back of form for description of letters.)			<b>7. TYPE OF APPLICANT:</b> (See back of form for Application Types) C. Municipal Other (specify)		
Other (specify)			<b>9. NAME OF FEDERAL AGENCY:</b> United States Department of Agriculture		
<b>10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER:</b> <div style="border: 1px solid black; padding: 2px; display: inline-block;">             10-760           </div>			<b>11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:</b> Water System Improvements		
TITLE (Name of Program): Water and Waste Loan & Grant program					
<b>12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.):</b> Ishpeming, MI					
<b>13. PROPOSED PROJECT</b>			<b>14. CONGRESSIONAL DISTRICTS OF:</b>		
Start Date: 05-15		Ending Date: 11-18		a. Applicant 1	
				b. Project 1	
<b>15. ESTIMATED FUNDING:</b>			<b>16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?</b>		
a. Federal	\$	12,000,000	a. Yes. <input checked="" type="checkbox"/> THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON		
b. Applicant	\$	565,603	DATE: 5/9/14		
c. State	\$		b. No. <input type="checkbox"/> PROGRAM IS NOT COVERED BY E. O. 12372		
d. Local	\$		<input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW		
e. Other	\$		<b>17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?</b>		
f. Program Income	\$		<input type="checkbox"/> Yes If "Yes" attach an explanation. <input checked="" type="checkbox"/> No		
g. TOTAL	\$	12,565,603			
<b>18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.</b>					
<b>a. Authorized Representative</b>					
Prefix Mr.		First Name Joseph		Middle Name	
Last Name Juicici		Suffix			
<b>b. Title</b> Mayor		<b>c. Telephone Number (give area code)</b> (906) 284-1091			
<b>d. Signature of Authorized Representative</b>		<b>e. Date Signed</b>			

## INSTRUCTIONS FOR THE SF-424

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

This is a standard form used by applicants as a required face sheet for pre-applications and applications submitted for Federal assistance. It will be used by Federal agencies to obtain applicant certification that States which have established a review and comment procedure in response to Executive Order 12372 and have selected the program to be included in their process, have been given an opportunity to review the applicant's submission.

Item:	Entry:	Item:	Entry:
1.	Select Type of Submission.	11.	Enter a brief descriptive title of the project. If more than one program is involved, you should append an explanation on a separate sheet. If appropriate (e.g., construction or real property projects), attach a map showing project location. For preapplications, use a separate sheet to provide a summary description of this project.
2.	Date application submitted to Federal agency (or State if applicable) and applicant's control number (if applicable).	12.	List only the largest political entities affected (e.g., State, counties, cities).
3.	State use only (if applicable).	13.	Enter the proposed start date and end date of the project.
4.	Enter Date Received by Federal Agency Federal identifier number: If this application is a continuation or revision to an existing award, enter the present Federal Identifier number. If for a new project, leave blank.	14.	List the applicant's Congressional District and any District(s) affected by the program or project
5.	Enter legal name of applicant, name of primary organizational unit (including division, if applicable), which will undertake the assistance activity, enter the organization's DUNS number (received from Dun and Bradstreet), enter the complete address of the applicant (including country), and name, telephone number, e-mail and fax of the person to contact on matters related to this application.	15.	Amount requested or to be contributed during the first funding/budget period by each contributor. Value of in kind contributions should be included on appropriate lines as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses. If both basic and supplemental amounts are included, show breakdown on an attached sheet. For multiple program funding, use totals and show breakdown using same categories as item 15.
6.	Enter Employer Identification Number (EIN) as assigned by the Internal Revenue Service.	16.	Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process.
7.	Select the appropriate letter in the space provided. <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> A. State B. County C. Municipal D. Township E. Interstate F. Intermunicipal G. Special District H. Independent School District </div> <div style="width: 45%;"> I. State Controlled Institution of Higher Learning J. Private University K. Indian Tribe L. Individual M. Profit Organization N. Other (Specify) O. Not for Profit Organization </div> </div>	17.	This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes.
8.	Select the type from the following list: <ul style="list-style-type: none"> <li>"New" means a new assistance award.</li> <li>"Continuation" means an extension for an additional funding/budget period for a project with a projected completion date.</li> <li>"Revision" means any change in the Federal Government's financial obligation or contingent liability from an existing obligation. If a revision enter the appropriate letter:  <div style="display: flex; justify-content: space-between;"> A. Increase Award C. Increase Duration </div> </li> </ul>	18.	To be signed by the authorized representative of the applicant. A copy of the governing body's authorization for you to sign this application as official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)
9.	Name of Federal agency from which assistance is being requested with this application.		
10.	Use the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested.		

OMB Approval No. 0348-0041

BUDGET INFORMATION - Construction Programs

NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Columns a-b)
1. Administrative and legal expenses	\$ 64,254.85	\$	\$ 64,254.85
2. Land, structures, rights-of-way, appraisals, etc.	\$ 0.00	\$	\$ 0.00
3. Relocation expenses and payments	\$ 0.00	\$	\$ 0.00
4. Architectural and engineering fees	\$ 645,000.00	\$	\$ 645,000.00
5. Other architectural and engineering fees	\$ 110,745.15	\$	\$ 110,745.15
6. Project inspection fees	\$ 630,000.00	\$	\$ 630,000.00
7. Site work	\$	\$	\$ 0.00
8. Demolition and removal	\$	\$	\$ 0.00
9. Construction	\$ 10,763,451.47	\$ 565,602.50	\$ 10,197,848.97
10. Equipment	\$	\$	\$ 0.00
11. Miscellaneous	\$	\$	\$ 0.00
12. SUBTOTAL (sum of lines 1 -11)	\$ 12,213,451.47	\$ 565,602.50	\$ 11,647,848.97
13. Contingencies	\$ 352,151.03	\$	\$ 352,151.03
14. SUBTOTAL	\$ 12,565,602.50	\$ 565,602.50	\$ 12,000,000.00
15. Project (program) income	\$	\$	\$ 0.00
16. TOTAL PROJECT COSTS (subtract #15 from #14)	\$ 12,565,602.50	\$ 565,602.50	\$ 12,000,000.00
FEDERAL FUNDING			
17. Federal assistance requested, calculate as follows: (Consult Federal agency for Federal percentage share.) Enter the resulting Federal share.	Enter eligible costs from line 16c Multiply X 100 %		
			\$ 12,000,000.00

**ASSURANCES - CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles 11 and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the

National Environmental Policy Act of 1969 (P.L. 91- 190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-1 33, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL		TITLE Mayor
APPLICANT ORGANIZATION City of Ishpeming 100 E Division St, Ishpeming, MI 49849		DATE SUBMITTED 05-16-2017



**To:** Mark Slown, City Manager  
**From:** Jon Kangas, DPW Director  
**Date:** May 8, 2017  
**Regarding:** 2017 Wheel Loader Bids

Wheel Loader Bids were received and opened on Friday, May 5, 2017 at 1:00 pm. The results of the bid are provided in the tabulation below:

<b>Rank (\$)</b>	<b>1</b>	<b>2</b>	<b>3</b>
<b>Vendor</b>	Miller-Bradford & Risberg, Inc.	Nortrax	Fabick
<b>Location</b>	Negaunee Township	Escanaba	Marquette Township
<b>Brand</b>	Case	John Deere	Cat
<b>Model</b>	621G	544K-II	930M
<b>Power</b>	172 hp @ 1800 rpm	163 hp @ 1800 rpm	166 hp
<b>Base Bid</b>	\$142,999.00	\$152,605.00	\$157,000.00
<b>Trade-in</b>	\$13,500	\$15,000.00	\$12,000.00

Additional bids were received, but did not meet the minimum specifications (Deere 524K-II and Cat 926M), or were not invited to bid due to lack of information for other manufacturers (Doosan.)

**My recommendation is to award the 2017 Wheel Loader bid to Miller-Bradford & Risberg, Inc. of Negaunee Township for the bid amount of \$142,999.00. In addition, I recommend the City declare vehicle #301 (1992 Case 621) surplus and utilize the machine as a trade-in for the proposed trade-in value of \$13,500.00.**

As approved by the City Council at the Special Meeting on April 25, 2017, a budget amendment of \$165,000.00 to the Public Improvement Fund will be utilized to complete this transaction. We are well within the proposed budget at the bid prices received.

I respectfully request this item be placed on the agenda for the Special City Council Meeting scheduled for Monday, May 15, 2017.



CITY OF ISHPEMING

MAY 02 2017

RECEIVED

May 1, 2017

City of Ishpeming  
Attn: Mark Slown, City Manager  
100 E. Division St.  
Ishpeming, MI 49849

Dear Mr. Slown:

As you may know, the Michigan legislature passed Public Act 480, known as the Uniform Video Services Franchise Act ("Act") in 2006, and it became effective on January 1, 2007. The Michigan Public Service Commission has released the Uniform Video Service Local Franchise Agreement ("Agreement") for use by cable operators and municipalities going forward.

Charter Communications is hereby filing for a franchise under the terms and conditions of the uniform Agreement established by the state of Michigan. Therefore, please see the enclosed Agreement.

Franchise Fees: As you review the Agreement, please note the franchise fee section. On page four of the Agreement, the directions stipulate that the municipality must indicate the franchise fee percentage they wish Charter to collect from customers for the term of the Agreement (from 0 to 5%). Therefore, if your community chooses to elect a franchise fee to be collected from customers and paid to your community, as allowed by the Act, please write the franchise fee percentage (%) in the blank on page four, paragraph VI.

PEG Fees: Your community currently imposes a \$.10 p/sub fee for support of Public, Educational, and Government ("PEG") channels.

I have enclosed two originals of the Agreement and both have been signed by an authorized Charter representative.

Please complete and sign **both** documents and return one fully executed (**signed and dated**) original to me using the enclosed self-addressed envelope. Be sure that you keep one signed/dated original for your records.

Charter Communications is proud to provide our products and services in your community and we are committed to providing the highest level of customer service to our customers. Should you have any questions on the materials I've provided or the processes and steps described above, please call me at (906) 401-0616 or via email at [don.gladwell@charter.com](mailto:don.gladwell@charter.com).

Sincerely,

Don Gladwell  
Manager, State Government Affairs



## INSTRUCTIONS FOR UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

Pursuant to 2006 Public Act 480, MCL 484.3301 *et seq*, any Video Service Provider seeking to provide video service in one or more service areas in the state of Michigan after January 30, 2007, shall file an application for a Uniform Video Service Local Franchise Agreement with the Local Unit of Government ("Franchising Entity") that the Provider wishes to service. Pursuant to Section 2(2) of 2006 PA 480, "Except as otherwise provided by this Act, a person shall not provide video services in any local unit of government without first obtaining a uniform video service local franchise as provided under Section 3." Procedures applicable to incumbent video service providers are set forth below.

As of the effective date (January 1, 2007) of the Act, no existing franchise agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the agreement. The incumbent video Provider, at its option, may continue to provide video services to the Franchising Entity by electing to do one of the following:

1. Terminate the existing franchise agreement before the expiration date of the agreement and enter into a new franchise under a uniform video service local franchise agreement.
2. Continue under the existing franchise agreement amended to include only those provisions required under a uniform video service local franchise.
3. Continue to operate under the terms of an expired franchise until a uniform video service local franchise agreement takes effect. An incumbent video Provider with an expired franchise on the effective date has 120 days after the effective date of the Act to file for a uniform video service local franchise agreement.

On the effective date (January 1, 2007) of the Act, any provisions of an existing Franchise that are inconsistent with or in addition to the provisions of a uniform video service local Franchise Agreement are unreasonable and unenforceable by the Franchising Entity.

If, at a subsequent date, the Provider would like to provide video service to an additional Local Unit of Government, the Provider must file an additional application with that Local Unit of Government.

### **The forms shall meet the following requirements:**

- The Provider must complete both the "Uniform Video Service Local Franchise Agreement" and "Attachment 1 - Uniform Video Service Local Franchise Agreement" forms if they are seeking a new/renewed Franchise Agreement, and send the forms by mail (certified, registered, first-class, return receipt requested, or by a nationally recognized overnight delivery service) to the appropriate Franchising Entity. Until otherwise officially notified by the Franchising Entity, the forms shall be sent to the Clerk or any official with the responsibilities or functions of the Clerk in the Franchising Entity. "**Attachment 2 - Uniform Video Service Local Franchise Agreement**" is not required to be filed at this time *unless* it is being used regarding amendments, terminations, or transfers pertaining to an existing Uniform Video Service Local Franchise Agreement. (Refer to Sections X to XII of the Agreement, as well as Section 3(4-6) of the Act.)
- Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL**.
  1. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:

"[insert PROVIDER'S NAME]  
[CONFIDENTIAL INFORMATION]"



2. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
  3. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.
- Responses to all questions must be provided and must be amended appropriately when changes occur.
  - All responses must be printed out, typed, signed/dated (where appropriate), and mailed (certified, registered, first class, return receipt requested, or by a national recognized overnight delivery service) to the appropriate party.
  - The Agreement and Attachments are templates. Tab through the documents and fill in as appropriate, use the appropriate "dropdown box" (City/Village/Township) when indicated.
  - For sections that need explanation, if the Provider runs out of space, the Provider should then submit the application with typed attachments that are clearly identified.
  - The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by this Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the franchise agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
  - A Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under this subsection, the franchise agreement shall be considered complete and the Franchise Agreement approved. The Provider shall notify both the Franchising Entity and the Michigan Public Service Commission of such an approved and completed Agreement by completing **Attachment 3 - Uniform Video Service Local Franchise Agreement**.
  - For changes to an existing Uniform Video Service Local Franchise Agreement (amendments, transfers, or terminations), the Provider must complete the "**Attachment 2 - Uniform Video Service Local Franchising Entity**" form, and send the form to the appropriate Franchising Entity.
  - For information that is to be submitted to the Michigan Public Service Commission, please use the following address:

Michigan Public Service Commission  
Attn: Video Franchising  
P.O. Box 30221  
Lansing, MI 48909

Fax: (517) 284-8200

Questions should be directed to the Telecommunications Division, Michigan Public Service Commission at (517) 284-8190.

## UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq.* (the "Act") by and between the City of Ishpeming, a Michigan municipal corporation (the "Franchising Entity"), and CC VIII Operating, a Delaware Limited Liability corporation doing business as Charter Communications.

### I. Definitions

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

- A. "Cable Operator" means that terms as defined in 47 USC 522(5).
- B. "Cable Service" means that terms as defined in 47 USC 522(6).
- C. "Cable System" means that term as defined in 47 USC 522(7).
- D. "Commission" means the Michigan Public Service Commission.
- E. "Franchising Entity" means the local unit of government in which a provider offers video services through a franchise.
- F. "FCC" means the Federal Communications Commission.
- G. "Gross Revenue" means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
- H. "Household" means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
- I. "Incumbent video provider" means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider's existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
- J. "IPTV" means internet protocol television.
- K. "Local unit of government" means a city, village, or township.
- L. "Low-income household" means a household with an average annual household income of less than \$35,000.00 as determined by the most recent decennial census.
- M. "METRO Act" means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq.*
- N. "Open video system" or "OVS" means that term as defined in 47 USC 573.
- O. "Person" means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
- P. "Public rights-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
- Q. "Term" means the period of time provided for in Section V of this Agreement.
- R. "Uniform video service local franchise agreement" or "franchise agreement" means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
- S. "Video programming" means that term as defined in 47 USC 522(20).
- T. "Video service" means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- U. "Video service provider" or "Provider" means a person authorized under the Act to provide video service.
- V. "Video service provider fee" means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.

## II. Requirements of the Provider

- A. An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under **Section 3 of the Act** (except as otherwise provided by the Act).
- B. The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.
- C. The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.
- D. The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.
- E. The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.
- F. The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.
- G. The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
  - i. Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.
- H. The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.
- I. The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.
- J. If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.
- K. The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.
- L. The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.
- M. The Provider provides an exact description of the video service area footprint to be served, pursuant to **Section 2(3)(e) of the Act**. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under **Section 2(3)(e) of the Act** must be noted. The Provider will provide this information in Attachment 1 - Uniform Video Service Local Franchise Agreement.
- N. The Provider is required to pay the Provider fees pursuant to **Section 6 of the Act**.

## III. Provider Providing Access

- A. The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.
- B. It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:
  - i. Within 3 years of the date it began providing video service under the Act and the Agreement; at least 25% of households with access to the Provider's video service are low-income households.
  - ii. Within 5 years of the date it began providing video service under the Act and Agreement and from that point forward, at least 30% of the households with access to the Provider's video service are low-income households.
- C. **[If the Provider is using telecommunication facilities]** to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication

service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. **The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.**

- D. The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
- i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
  - ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
  - iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
  - iv. Natural disasters
  - v. Factors beyond the control of the Provider
- E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.
- F. The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.
- G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement.

#### **IV. Responsibility of the Franchising Entity**

- A. The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.
- B. The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.
- C. The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- D. The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under **Section 3(3) of the Act**, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
- i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail: certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.
- E. The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.
- F. The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
- i. The authorization or placement of a video service or communications network in public right-of-way.
  - ii. Access to a building owned by a governmental entity.
  - iii. A municipal utility pole attachment.
- G. The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has

paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.

- H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.
- I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by **Section 9 of the Act**.
- J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

## V. Term

- A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by (a) the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or (b) the date the Agreement is deemed approved pursuant to **Section 3(3) of the Act**, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.
- B. Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under **Section 3(7) of the Act**.

## VI. Fees

- A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:
  - i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.
  - ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of 5 % (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers
- B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.
- D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.
  - 1. **Gross revenues shall include all of the following:**
    - i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
    - ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
    - iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
    - iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.
    - v. All revenue derived from compensation arrangements for advertising to the local franchise area.
    - vi. Any advertising commissions paid to an affiliated third party for video service advertising.
  - 2. **Gross revenues do not include any of the following:**
    - i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.
    - ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.

- iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services, capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
  - iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
  - v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
  - vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
  - vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barter, services, or other items of value shall be included in gross revenue.
  - viii. Sales of capital assets or surplus equipment.
  - ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
  - x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.
- E. In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
- F. Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.
- G. The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.
- H. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- I. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- J. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.
- K. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

## **VII. Public, Education, and Government (PEG) Channels**

- A. The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the **effective date of the Act** or as provided under **Section 4(14) of the Act**.
- B. Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.
- C. The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the

particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.

- D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider shall not exercise any editorial control over any programming on any channel designed for public, education, or government use.
- E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.
- F. If a Franchising Entity seeks to utilize capacity pursuant to **Section 4(1) of the Act** or an agreement under **Section 13 of the Act** to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under **Section 13 of the Act**. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.
- G. A PEG channel shall only be used for noncommercial purposes.

### VIII. PEG Fees

- A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:
  - 1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount n/a) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
  - 2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is 1 % of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
  - 3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is n/a % of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
  - 4. An amount agreed to by the Franchising Entity and the video service Provider.
- B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.
- C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.
- G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

### IX. Audits

- A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.
- B. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.

## **X. Termination and Modification**

This Franchise Agreement issued by a Franchising Entity may be terminated or the video service area footprint may be modified, except as provided under **Section 9 of the Act**, by the Provider by submitting notice to the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

## **XI. Transferability**

This Franchise Agreement issued by a Franchising Entity or an existing franchise of an incumbent video service Provider is fully transferable to any successor in interest to the Provider to which it is initially granted. A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer. The Provider will use Attachment 2, when notifying the Franchising Entity. The successor in interest will assume the rights and responsibilities of the original provider and will also be required to complete their portion of the Transfer Agreement located within Attachment 2.

## **XII. Change of Information**

If any of the information contained in the Franchise Agreement changes, the Provider shall timely notify the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

## **XIII. Confidentiality**

Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL.**

- A. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:  
    "[insert PROVIDER'S NAME]  
    [CONFIDENTIAL INFORMATION]"
- B. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
- C. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

## **XIV. Complaints/Customer Service**

- A. The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.
- B. The Provider shall be subjected to the penalties, as described under **Section 14 of the Act**, and the Franchising Entity and Provider may be subjected to the dispute process as described in **Section 10 of the Act**.
- C. Each Provider shall annually notify its customers of the dispute resolution process required under **Section 10 of the Act**. Each Provider shall include the dispute resolution process on its website.
- D. Before a customer may file a complaint with the Commission under **Section 10(5) of the Act**, the customer shall first attempt to resolve the dispute through the dispute resolution process established by the Provider in **Section 10(2) of the Act**.
- E. A complaint between a customer and a Provider shall be handled by the Commission pursuant to the process as described in **Section 10(5) of the Act**.
- F. A complaint between a Provider and a franchising entity or between two or more Providers shall be handled by the Commission pursuant to the process described in **Section 10(6) of the Act**.
- G. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by **Section 2(3)(l) in the Act**.



## **XV. Notices**

Any notices to be given under this Franchise Agreement shall be in writing and delivered to a Party personally, by facsimile or by certified, registered, or first-class mail, with postage prepaid and return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

*If to the Franchising Entity:*  
(must provide street address)

*If to the Provider:*  
(must provide street address)

**City of Ishpeming:**

100 E. Division St.

Ishpeming, MI 49849

Attn: City Manager

Fax No.: 906-485-6246

Charter Communications

12405 Powerscourt Drive

St. Louis, MO 63131

Attn: Legal Department

Fax No.: 314-965-6640

Or such other addresses or facsimile numbers as the Parties may designate by written notice from time to time.

## **XVI. Miscellaneous**

- A.** Governing Law. This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
- B.** The parties to this Franchise Agreement are subject to all valid and enforceable provisions of the Act.
- C.** Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.
- D.** Power to Enter. Each Party hereby warrants to the other Party that it has the requisite power and authority to enter into this Franchise Agreement and to perform according to the terms hereof.
- E.** The Provider and Franchising Entity are subject to the provisions of 2006 Public Act 480.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Franchise Agreement.

**City of Ishpeming, a Michigan Municipal Corporation**

By \_\_\_\_\_

Print Name

**City Manager**

Title

**100 E. Division St.**

Address

**Ishpeming, MI 49849**

City, State, Zip

**906-485-1091**

Phone

**906-485-6246**

Fax

Email

**CC VIII Operating, a Delaware Limited Liability corporation doing business as Charter Communications**

*Mark E. Brown*

By \_\_\_\_\_

Print Name

**Mark E. Brown**

Title

**VP, State Government Affairs**

Address

**12405 Powerscourt Drive**

City, State, Zip

**St. Louis, MO 63131**

Phone

**314-543-2306**

Fax

**314-965-8793**

Email

**FRANCHISE AGREEMENT** *(Franchising Entity to Complete)*

Date submitted:

Date completed and approved:



## **ATTACHMENT 1**

### **UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT (Pursuant To 2006 Public Act 480) (Form must be typed)**

Date: March 13, 2017		
Applicant's Name: CC VIII Operating, LLC		
Address 1: 12405 Powerscourt Drive		
Address 2:		Phone: 314-965-0555
City: St. Louis	State: Missouri	Zip: 63131
Federal I.D. No. (FEIN): 38-2558446		

#### **Company executive officers:**

Name(s): Thomas Rutlege
Title(s): President and Chief Executive Officer

#### **Person(s) authorized to represent the company before the Franchising Entity and the Commission:**

Name: Marilyn Passmore		
Title: Director, Government Affairs		
Address: 4670 E. Fulton, #102, Ada, MI 49301		
Phone: 616-607-2377	Fax: 616-975-1107	Email: marilyn.passmore@charter.com

#### **Describe the video service area footprint as set forth in Section 2(3e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)**

The area provided service is the City of Ishpeming. Upon request, Charter Communications shall provide route maps showing the location of the Cable System, to Municipality, access to "as-built" maps, and updated route maps to reflect any changes. Municipality shall give Grantee a minimum of 48 hours notice of the request to view "as-built" maps, unless there exists an emergency situation requiring earlier viewing. Charter Communications' local office and engineering contact information (engineering drawings/"as-built" map addresss) is listed below. This information also applies to 24 hour emergencies:

Keith Schierbeek-Director of Field Operations  
1433 Fulton Street  
Grand Haven, MI 49417  
Phone: 616-607-2302  
email: keith.schierbeek@charter.com

[**Option A:** for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[**Option B:** for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]

[**Option C:** for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]

**Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).**

Date: N/A

**For All Applications:**

**Verification  
(Provider)**

I, Mark E. Brown, of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Name and Title (printed): Mark E. Brown, VP State Government Affairs

Signature:

*Mark E. Brown*

Date:

*3/17/17*

**(Franchising Entity)**

**City of Ishpeming, a Michigan municipal corporation**

By

Print Name

City Manager

Title

100 E. Division St.

Address

Ishpeming, MI 49849

City, State, Zip

906-485-1091

Phone

906-485-6246

Fax

Email

Date

**Cathy Smith**

---

**From:** Carlock, Merrie (DNR) <CarlockM@michigan.gov>  
**Sent:** Thursday, May 11, 2017 3:38 PM  
**To:** DPW Director  
**Cc:** City Manager; Bonnie Hoff; 'Bonnie Hoff (blhoff127@aol.com)'; Al Pierce; Cathy Smith; DPW Clerk  
**Subject:** RE: Proposed Al Quaal Pavilion Gift

Mr. Kangas:

I have spoken to the Program Manager, Jon Mayes, and Section Manager, Steve Debrabander. They approve of the request since there is an overall benefit to the public and only a nominal percentage of the structure affected and conditionally that the pavilion would be open and available for use by the public at all times, including rentals, etc. and that the storage room built into the pavilion would house food service equipment solely for the purpose of annual special events or festival within the park. There would no commercial use or use outside of the park.

Please keep a copy of this email in all grant files for the park.

Thank you,

**Merrie M. Carlock, LLA**

Grant Coordinator / Grants Management  
 Region One – Upper Peninsula  
 Region Ten -Wayne, Oakland & Macomb Counties  
 Finance and Operations Division  
 Michigan Department of Natural Resources  
[carlockm@michigan.gov](mailto:carlockm@michigan.gov)  
 517.284.5931

*If you are writing about your grant, please always include your grant number in the subject line.*

*Learn about Michigan Department of Natural Resources Grant Programs:*

<http://www.michigan.gov/dnr/0,4570,7-153-58225---,00.html>

*Apply for Recreation Grants at MiRecGrants:*

<https://secure1.state.mi.us/MIRGS/Login2.aspx?APPTHEME=MIDNR>



Click on the red envelope to receive DNR email updates or visit [www.michigan.gov/dnr](http://www.michigan.gov/dnr) to

**From:** DPW Director [mailto:DPWDirector@ishpemingcity.org]

**Sent:** Thursday, May 11, 2017 10:35 AM

**To:** Carlock, Merrie (DNR) <CarlockM@michigan.gov>

**Cc:** City Manager <citymanager@ishpemingcity.org>; Bonnie Hoff <cityattorney@ishpemingcity.org>; 'Bonnie Hoff (blhoff127@aol.com)' <blhoff127@aol.com>; Al Pierce <zoning@ishpemingcity.org>; Cathy Smith <CathySmith@ishpemingcity.org>; DPW Clerk <DPWClerk@ishpemingcity.org>

**Subject:** Proposed Al Quaal Pavilion Gift

Dear Merrie,

Thank you for taking the time to take our phone call two weeks ago regarding the City's proposed acceptance of a Pavilion gift from the St. Rocco/St. Anthony Society.

As we discussed, Mr. Jim Bertucci, President of St. Rocco/St. Anthony Society submitted a formal letter to the City of Ishpeming in March of this year offering a gift of a Pavilion with attached storage unit (garage) to the City of Ishpeming at Al Quaal Recreation Area. Donation of the pavilion is contingent upon the City providing exclusive storage rights for the attached garage to the Society. St. Rocco/St. Anthony Society is a local non-profit group that hosts the annual Italian Festival at Al Quaal. The Italian Festival is open to the public and admission is free of charge. Per the request, the Society has already started construction of the Pavilion by installing the concrete slab and footings. Installation of the slab occurred late in 2015 due to requirements of the Marquette County Health Department. (The Society has a spaghetti feed at the annual Italian Festival and the Health Department required the pasta be served from a hard surface.)

The portion of Al Quaal that the proposed pavilion will be located on is indicated on the attached Assessment Map, parcel #52-51-834-013-00. Said parcel was acquired in 1992 utilizing MNRT Acquisition funds (see attached TF 91-080, Al Quaal Land Acquisition letter dated August 13, 1992.) According to the Grant Agreement, the City is obligated to "keep the property and any facilities located thereon...open to the public at all times..." We understand that granting exclusive storage rights to one specific group would potentially violate the terms of said agreement. Historically speaking, storage space, while beneficial to the public, is generally locked for security purposes to protect the stored equipment and materials.

The pavilion portion of the proposed gift would remain open and available to the public at all times, and available for any group to rent, as indicated in the letter. The gift has been accepted (in general) by the City Parks and Recreation Commission and City Council. However, we are required to request consent of MDNR (as stated above) to accept the proposed gift under the given terms. Please note that no commercial endeavor would occur in the proposed facility. Only storage of commercial grade "food keeping" equipment. Commercial activities are neither proposed by the Society nor agreeable to City.

We are attaching several files to this request for consent, as indicated below:

1. Pavilion Info – Includes letter from St. Rocco/St. Anthony Society and GIS parcel information (red rectangle is proposed pavilion location.)
2. Assessment Map – redundant map to GIS parcel information, but provides more information regarding actual location.
3. DNR TF 91-080 – 1992 letter from MDNR regarding the TF land acquisition.
4. Permit Set – Permitted plan set of the proposed project and gift.

The City of Ishpeming does hereby request consent of MDNR to accept the proposed gift under the stated terms. We stand ready to provide any additional information the Department may require to make an informed decision in this matter.

Respectfully,

Jon Kangas, P.E.  
DPW Director/City Engineer

March 1,, 2017

To: Mark Sloan, City Manager  
Ishpeming City Council

From: Jim Bertucci, President  
St. Rocco/St. Anthony Society

In 2015 the Ishpeming City Council gave their approval to the St. Rocco/St. Anthony Society to build a pavilion with an attached garage/storage facility at the Al Quaal Recreation Area. We began construction and completed the concrete slab and footings.

We are planning to continue this year with the construction of the pavilion and garage/storage area. It is our hope that the council will agree that this storage area is to be used by the St. Rocco/St. Anthony Society only, as we have a large quantity of material that needs to be stored for the annual Italian Fest. As previously discussed, the Pavillion area is the City's to rent out or use as the Council sees fit.

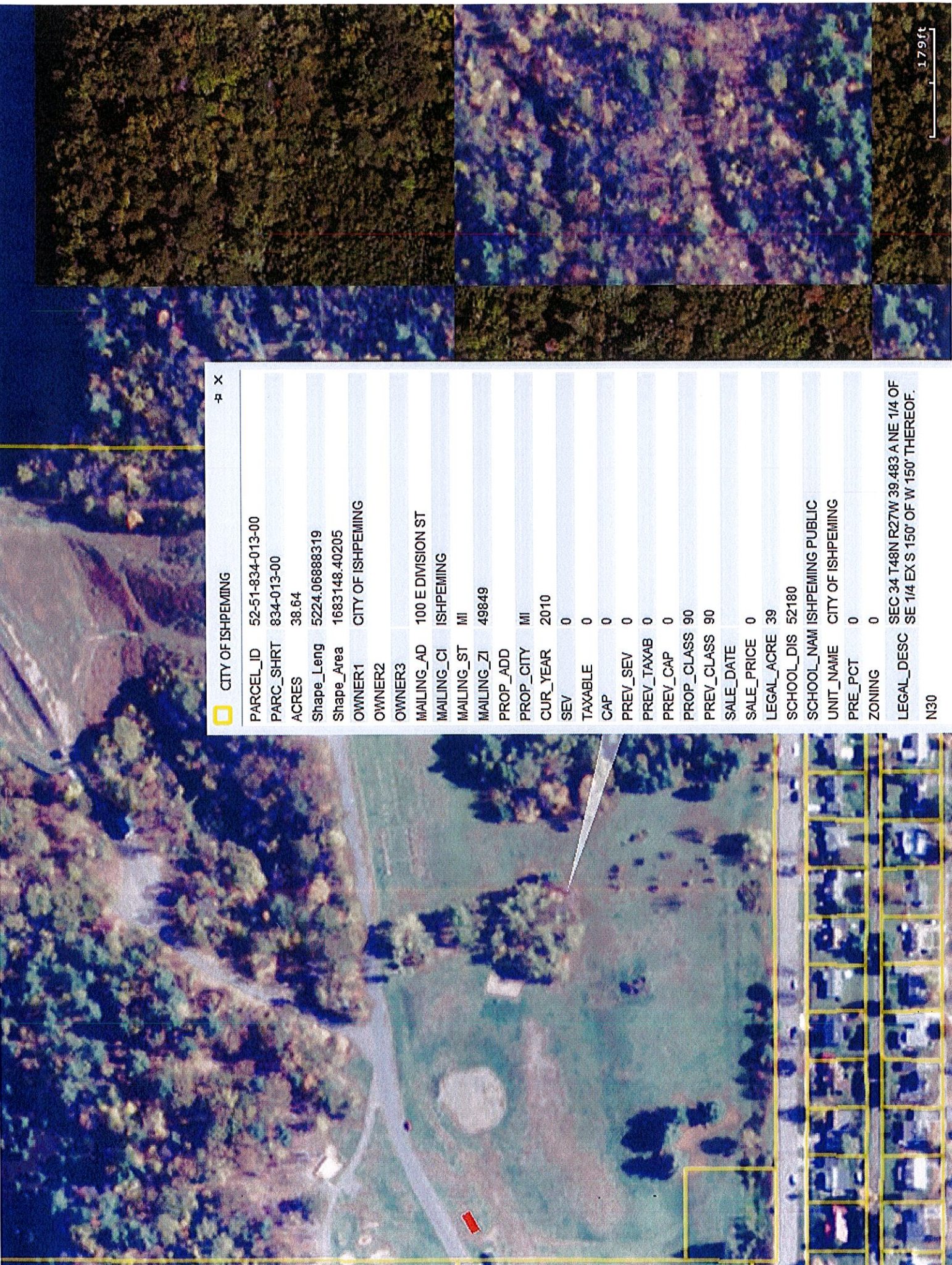
Thank you for your consideration of this matter.

Sincerely,

Jim Bertucci







CITY OF ISHPMEMING		✕
PARCEL_ID	52-51-834-013-00	
PARC_SHRT	834-013-00	
ACRES	38.64	
Shape_Leng	5224.06888319	
Shape_Area	1683148.40205	
OWNER1	CITY OF ISHPMEMING	
OWNER2		
OWNER3		
MAILING_AD	100 E DIVISION ST	
MAILING_CI	ISHPMEMING	
MAILING_ST	MI	
MAILING_ZI	49849	
PROP_ADD		
PROP_CITY	MI	
CUR_YEAR	2010	
SEV	0	
TAXABLE	0	
CAP	0	
PREV_SEV	0	
PREV_TAXAB	0	
PREV_CAP	0	
PROP_CLASS	90	
PREV_CLASS	90	
SALE_DATE		
SALE_PRICE	0	
LEGAL_ACRE	39	
SCHOOL_DIS	52180	
SCHOOL_NAM	ISHPMEMING PUBLIC	
UNIT_NAME	CITY OF ISHPMEMING	
PRE_PCT	0	
ZONING	0	
LEGAL_DESC	SEC 34 T48N R27W 39.483 A NE 1/4 OF SE 1/4 EX S 150' OF W 150' THEREOF.	
N30		

179ft



City of Ishpeming  
Ready Street/BR 28 Culvert Removal and Replacement Project

BID TABULATION  
GEI #1506660

Contractor		Oberstar		A. Lindberg & Sons		Associated	
Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Extension	Unit Price	Extension
M-0411	Lakeshore Drive Exporation and Repair	1	LS	\$5,200.00	\$5,200.00	\$12,500.00	\$12,500.00
M-0412	Ready Street Culvert Replacement No. 1	1	LS	\$13,100.00	\$13,100.00	\$26,500.00	\$26,500.00
M-0413	Ready Street Culvert Replacement No. 2	1	LS	\$12,300.00	\$12,300.00	\$20,500.00	\$20,500.00
M-0414	Ready Street Culvert Installation	1	LS	\$11,600.00	\$11,600.00	\$22,500.00	\$22,500.00
TOTA;					\$42,200.00		\$82,000.00
							\$87,475.00

2