

AGENDA
ISHPEMING CITY COUNCIL REGULAR MEETING
Wednesday, June 7, 2017, at 7:00 p.m.
Ishpeming City Hall Conference Room, 100 E. Division Street, Ishpeming MI
City Hall Telephone Number: (906) 485-1091

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Public Comment
5. Approval of Agenda
6. Agenda Comment
7. Consent Agenda
 - a. Minutes of Previous Meeting (May 3rd and May 15th)
 - b. Approval of Disbursements (Councilman Tonkin and Councilman Skauge)
 - c. Reappoint Mark Slown to 3 year term on the Building Authority
 - d. Special Event Application – Ishpeming 4th of July Parade: July 4, 2017
 - e. Special Event Application – Red Earth Classic: July 21 and 22, 2017
 - f. Special Event Application – Buzz the Gut: August 12, 2017
 - g. Special Event Application – Relay for Life: June 9 and 10, 2017
 - h. Special Event Application – IBA Thursday Night Concerts
 - i. Special Event Application – IBA Festival of Treasures: July 3, 2017
 - j. Special Event Application – Carson & Barnes Circus: August 24, 2017
 - k. Request for Street Closures and Temporary Liquor License
 - i. Brogies Tavern
 - ii. Rainbow Bar
 - iii. Venice Pub
 - iv. Jack's Teepee Bar
 - v. Cognition Brewing Company
 - l. Approve Manager's travel to Manager's Workshop in Muskegon on July 25-27, 2017
8. Monthly Financial Statement Report
9. First Reading of Ordinance #2-1400, To Regulate Smoking and Use of Tobacco Products in Outdoor Public Places
10. First Reading of Ordinance #3-1300, To Regulate Mobile Food Vendors
11. Emergency Reading of Ordinance # 11-2400, Bond Ordinance
12. Adopt Loan Resolution #8-2017 for the Water Improvement Project
13. Adopt Non-Union Employee Personnel Policy #115
14. Fill a vacancy on Marquette County Transit Authority with term expiring 12/31/18
15. Recommendation from Planning Commission to approve the Zoning Map
16. Cable television broadcast of Council meetings
17. GEI Consultants- Construction Oversight Proposal for Ready Street/BR 28 Culvert project
18. Confirm bid award for North Lakeshore Drive Paving Bid to Superior Paving
19. Request from RAMBA to build a trailhead at Howard Oil site
20. Schedule special meeting for 2018 Goals, Budget Workshop, and Capital Improvement Plan
21. Old Business
22. New Business

23. Mayor and Council Reports
24. Manager's Report
25. Attorney's Report
26. Adjournment

A handwritten signature in black ink, reading "Mark Slown". The signature is written in a cursive, flowing style.

Mark Slown
City Manager

7

CITY OF ISHPEMING, MICHIGAN

ORDINANCE NO. 2-1400

AN ORDINANCE TO REGULATE SMOKING AND THE USE OF TOBACCO PRODUCTS IN OUTDOOR PUBLIC PLACES

THE CITY OF ISHPEMING ORDAINS:

SECTION 1.

This ordinance may be referred to as the city of Ishpeming Smoke free and Tobacco Free Outdoor Public Places Ordinance.

SECTION 2.

DEFINITIONS:

A. City Building means any building or structure owned by the City, including but not limited to parking lots and City Hall.

B. Public place means any enclosed area to which the public is invited or in which the public is permitted, including, but not limited to any business, retail store, health facility, manufacturing facility, convention hall, meeting hall, sports arena, theater, gymnasium, health spa, swimming pool, roller rink, ice rink, bowling alley, laundromat, professional office, school or public building.

C. Smoke free Outdoor Public Place means all of the following:

- a. Outdoors within 20 feet of entrances, windows and ventilation systems of any City building;
- b. Outdoors within 10 feet of bus stops;
- c. Outdoors within 20 feet of any public event;
- d. Outdoors within 20 feet of a boat launch.

D. Outdoor public event shall include the following:

- a. Music festival;
- b. Concert;
- c. Food Festival.
- d. Sporting events and races.

E. Tobacco Products mean chewing tobacco and tobacco snuff.

F. Smoking means inhaling, exhaling, burning or carrying any lighted cigar, cigarette, pipe, e-cigarette, plant or related substance or product.

SECTION 3.

SMOKING AND THE USE OF TOBACCO PRODUCTS ARE BANNED AT AL QUAAL PARK AND ALL OTHER CITY PARKS

Smoking is hereby banned at Al Quaal Park and all City Parks within the City of Ishpeming.

SECTION 4.

SMOKING IS BANNED IN ALL ENCLOSED PUBLIC AREAS AND WITHIN TWENTY FEET OF ANY OUTDOOR PUBLIC EVENT

Smoking is hereby banned in all enclosed public areas and within twenty feet of any outdoor public event.

SECTION 5.

PENALTY:

A violation of this section shall constitute a civil infraction, which shall be punishable by a fine of \$50 for a first offense and \$100 for a second offense.

SECTION 6.

EFFECTIVE DATE:

Pursuant to Article IV, Section 4.9 (f) of the City Charter, this ordinance shall take effect ten (10) days after adoption, but not before publication.

Mayor

City Clerk

ADOPTED: _____

PUBLISHED: _____

10

CITY OF ISHPEMING, MICHIGAN

ORDINANCE NO. 3-1300

AN ORDINANCE TO PERMIT AND REGULATE MOBILE FOOD VENDORS

THE CITY OF ISHPEMING ORDAINS:

SECTION 1.

This ordinance may be referred to as the city of Ishpeming Mobile Food Vendor Ordinance.

SECTION 2.

DEFINITIONS:

A. Mobile Food Vehicle shall mean **any motorized or non-motorized** vehicle which may upon issuance of a license by the City Clerk and conformance with the regulations established by this ordinance may temporarily park upon a public street and engage in the service, sale or distribution of ready to eat food for individual portion service to the general public directly from the vehicle.

B. Mobile Food Vendor shall mean the registered owner of a mobile food vehicle or the owner's agent or employee; and referred to in this ordinance as vendor.

SECTION 3.

LICENSE REQUIRED:

A. It shall be unlawful for any person, including any religious, charitable or nonprofit organization, to operate within the City a mobile food vehicle without having obtained a license from the City Clerk for that purpose. All licenses shall be prominently displayed on the Mobile Food Vehicle. No vending through a Mobile Food Vehicle shall be permitted unless it meets the definition of a Mobile Food Vehicle as defined by this ordinance.

B. A person desiring to operate a mobile food vehicle shall make written application for such license to the City Clerk. The application for a license shall be on forms provided by the City Clerk and shall include the following:

1. Name, signature, phone number, e-mail contact and business address of the applicant.
2. A description of the preparation methods and food product offered for sale including the intended menu;

3. Information on the mobile food vehicle to include year, make and model of the vehicle and dimensions, which shall not exceed 36 feet in length or 9 feet in width;

4. Information setting forth the proposed hours of operation, area of operations, plans for power access, water supply and wastewater disposal;

5. Copies of all necessary license or permits issued by the Marquette County Health Department;

6. Insurance Coverage:

a. Proof of General Comprehensive Commercial Liability policy with limits of no less than \$1 million per occurrence and \$2 million general aggregate issued by an insurer licensed to do business in this state and which names the City as an additional insured;

b. The following language shall be added to the vendor's liability policy:
"It is understood and agreed that the following shall be an Additional Insured: The City of Ishpeming, including all elected and appointed officials, all employees and volunteers. It is understood and agreed that by naming the City of Ishpeming as an additional insured, coverage afforded is considered to be primary and any other insurance the City of Ishpeming may have in effect shall be considered secondary and/or excess."

b. Proof of Public Liability and Property Damage motor vehicle policy with limits of no less than \$1 million issued by an insurer licensed to do business in this State.

C. All vendors receiving a license under this ordinance shall pay the annual fee as set forth from time to time by the City Council.

D. The City Clerk shall issue the license which shall not be transferable and which license shall be issued for the calendar year commencing on January 1 and expiring on December 31.

E. A license is valid for one vehicle only and shall not be transferred between vehicles.

SECTION 4.

FEES:

An Application for a license shall be accompanied by a fee in the amount established by resolution of the City Council. There shall be no proration of fees. Fees are non-refundable once a license has been issued by the City Clerk. If operating on non-city property, no fee shall be charged to a business which is on the City's tax rolls whose normal business includes the sale

of food and/or beverages. No one shall hire or subcontract such vendors in an attempt to evade the provisions of this ordinance.

SECTION 5.

INVESTIGATION BY CHIEF OF POLICE:

For operation of a mobile food vehicle within residential areas, approval must be given by the Chief of Police prior to issuance of a license by the City Clerk.

SECTION 6.

REGULATIONS:

All mobile food vendors shall comply with the following requirements:

- a. No operator of a mobile food vehicle shall park, stand or move a vehicle and conduct business within areas of the city where the license holder has not been authorized to operate. The City Council shall by resolution identify those streets and public areas where parking by mobile food vehicles is permitted.
- b. The customer service area for mobile food vehicles shall be on the side of the truck that faces a curb, lawn, or sidewalk when parked. No food service shall be provided on the driving lane side of the truck. No food shall be prepared, sold or displayed outside of the mobile food vehicles.
- c. No mobile food vehicle vendor shall provide or allow any dining area within 10 feet of the mobile food vehicle, including but not limited to, tables and chairs, booths, stools, benches or stand up counters except when parked on private property or on public property if the tables and chairs are located on private property.
- d. Customers shall be provided with single service articles such as plastic utensils and paper plates and a waste container for their disposal. All mobile food vehicle vendors shall offer a waste container for public use which the vendor shall empty at its own expense. All trash and garbage originating from the operation of mobile food vehicles shall be collected and disposed of off-site by the operators each day. Spills of food or food by-products shall be cleaned up and no dumping of gray water on the streets is allowed.
- e. No mobile food vehicle shall make or cause to be made any unreasonable or excessive noise. No loud music, other high-decibel sounds, horns or amplified announcements are allowed.
- f. Signage is allowed when placed on mobile food vehicles and free-standing signs are permitted provided they are less than 10 square feet and placed within 10 feet of the vehicle and do not block pedestrian traffic.

g. No flashing or blinking lights or strobe lights are allowed on mobile food vehicles or related signage when the vehicle is parked and engaged in serving customers. All exterior lights with over 60 watts shall contain opaque hood shields to direct the illumination downward.

h. Mobile food vehicles when parked on public streets shall be parked in conformance with all applicable parking restrictions and shall not hinder the lawful parking or operation of other vehicles.

i. A mobile food vehicle shall not be parked on the street overnight or left unattended and unsecured at any time food is in the vehicle. Any mobile food vehicle found to be unattended shall be considered a public safety hazard and may be ticketed and impounded.

j. A vendor shall not operate a mobile food vehicle within 500 feet of any fair, festival, special event or civic event that is licensed or sanctioned by the City unless the vendor has obtained permission from the event sponsor.

k. The issuance of a mobile food vehicle license does not grant or entitle the vendor to the exclusive use of any service route or parking space to the license holder.

l. A vendor shall not operate on private property without first obtaining written consent to operate from the affected private property owner. A private property owner shall not permit parking by a mobile food vehicle until a special use permit has been obtained to allow for such use.

m. No mobile food vehicle shall use external signage, seating or other equipment not contained within the vehicle. When extended, awnings for mobile food vehicles shall have a minimum clearance of 7 feet between the ground level and the lowest point of the awning or support structure.

n. Any power required for the mobile food vehicle located on a public way shall be self-contained and a mobile food vehicle shall not use utilities drawn from the public right-of-way. Mobile food vehicles on private property may use electrical power from the property being occupied or an adjacent property, but only when the property owner provides written consent to do so. All power sources must be self-contained. No power cable or equipment shall be extended at or across any City street, alley or sidewalk.

O. Mobile food vehicles shall not be parked within 150 feet of an existing brick and mortar restaurant during the hours when such restaurant is open to the public for business.

SECTION 7.

ENFORCEMENT:

Any license holder operating a mobile food vehicle in violation of any provision of this ordinance or any rules and regulations promulgated by the City shall be responsible for a civil infraction and subject to a civil fine of \$500 per day.

SECTION 8.

REVOCATION:

The City Clerk shall revoke the license or permit of any vendor engaged in mobile food vending who ceases to meet any requirement of this Ordinance or violates any other federal, state or local regulations, makes a false statement on their application, or conducts activity in a manner that is adverse to the protection of the public, health, safety and welfare. Immediately upon such revocation, the City Clerk shall provide written notice to the license holder by certified mail to their place of business or residence as indicated on the application. Immediately upon such revocation, the license shall become null and void.

SECTION 9.

EFFECTIVE DATE:

Pursuant to Article IV, Section 4.9 (f) of the City Charter, this ordinance shall take effect ten (10) days after adoption, but not before publication.

Mayor

City Clerk

ADOPTED: _____

PUBLISHED: _____

CITY OF ISHPERING

MOBILE FOOD VENDING LICENSE APPLICATION

Annual fee set forth by resolution of the Ishpeming City Council.

City-controlled property available for vending set forth by resolution of the Ishpeming City Council.

Applicant Name: _____

Applicant Address: _____

Phone Number: _____ DOB: _____

E-Mail Address: _____

Name of Business: _____

Food Products Offered for Sale: _____

Description of Food Preparation Methods: _____

Description of Vending Unit (Include Size): _____

Proposed Hours of Operation: _____

Intended Areas of Operation: _____

Plans for Electrical Access, Wastewater and Trash Disposal: _____

Does applicant own a brick-and-mortar restaurant in the City: ☐ Yes ☐ No

If Yes, what is the name of the brick-and-mortar establishment? _____

Applicant must include copies of all applicable license and/or permits issued by the Marquette County Health Department, as well as proof of comprehensive liability insurance, with a limit of at least Two Million (\$2 million) combined coverage, and which names the City of Ishpeming as an additional insured.

APPLICANT SIGNATURE

DATE

This section for office use only.

POLICE CHIEF _____

DATE _____

Approved Denied

CITY TREASURER _____

DATE _____

Approved Denied

FIRE CHIEF _____

DATE _____

Approved Denied

RESOLUTION
ESTABLISHING OPERATING LOCATIONS FOR MOBILE FOOD
VENDORS

WHEREAS the City of Ishpeming desires to encourage mobile food vendors who add to the desirability of Ishpeming while providing a framework under which such businesses operate; and

WHEREAS the City of Ishpeming may establish by resolution hours of operating and may identify City-controlled property for permissible Mobile Food Vending;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Ishpeming that Mobile Food Vending Units may only operate within residentially zoned areas between the hours of 9 a.m. and 9 p.m. and in commercially zoned areas between the hours of 7 a.m. and midnight unless otherwise stipulated below or in conjunction with a special event application. In accordance with Ordinance _____ of the City of Ishpeming, mobile food vendors are authorized to operate at the following City-owned properties:

1. Public parking lots;
2. Lake Bancroft Park during official park operating hours.
3. Al Quaal in conjunction with a special event permit only.
4. Specific street to be identified only if a road closure and/or with a special event application.
5. Main Street only as part of a special event permit.

Duly adopted by the City Council on _____.

Mayor

Certified: _____

City Clerk

RESOLUTION ESTABLISHING FEES FOR MOBILE FOOD VENDORS

WHEREAS requests are made to the office of the City Clerk requiring staff time to prepare licenses, assemble information, meet and discuss requests and to prepare follow-up reports and correspondence;

WHEREAS The City Council believe that it is important that the actual costs associated with these services are not subsidized by the general taxpayer;

NOW THEREFORE BE IT RESOLVED that the fees for the Mobile Food Vendor License be established as follows:

Fee Schedule:

Fee is non-refundable once a license has been issued by the City Clerk; licenses are valid for the timeframe January 1 through December 31 of the following year.

\$100.00 If vending on City and/or private property. (Not to include a business which is on the City's tax rolls whose normal business includes the sale of food and/or beverages).

Duly adopted by the City Council on _____.

Mayor

Certified: _____
City Clerk

11

CITY OF ISHPEMING
ORDINANCE NO. 11-2400

AN ORDINANCE TO PROVIDE FOR THE ESTABLISHMENT OF THE WATER SUPPLY SYSTEM SERVING THE CITY OF ISHPEMING PURSUANT TO 94 PA 1933; TO PROVIDE FOR THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF IMPROVEMENTS TO THE WATER SUPPLY SYSTEM; TO PROVIDE FOR THE ISSUANCE AND SALE OF REVENUE BONDS TO PAY THE COST THEREOF; TO PRESCRIBE THE FORM OF THE BONDS; TO PROVIDE FOR THE COLLECTION OF REVENUES FROM THE SYSTEM SUFFICIENT FOR THE PURPOSE OF PAYING THE COSTS OF OPERATION AND MAINTENANCE OF THE SYSTEM AND TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS; TO PROVIDE AN ADEQUATE RESERVE ACCOUNT FOR THE BONDS; TO PROVIDE FOR THE SEGREGATION AND DISTRIBUTION OF THE REVENUES; TO PROVIDE FOR THE RIGHTS OF THE HOLDERS OF THE BONDS IN ENFORCEMENT THEREOF; AND TO PROVIDE FOR OTHER MATTERS RELATING TO THE BONDS AND THE SYSTEM.

THE CITY OF ISHPEMING ORDAINS:

Section 1. Definitions. The following words and terms used in this Ordinance shall have the meanings assigned in this Section, unless the context clearly indicates otherwise.

The word “acquired,” as used in this Ordinance, shall be construed to include acquisition by purchase, construction or by any other method.

“Act 94” shall mean Act 94, Public Acts of Michigan, 1933, as amended.

“Additional Bonds” shall mean additional bonds issued pursuant to Section 17 of this Ordinance.

“Bond Reserve Account” shall mean the subaccount in the Bond and Interest Redemption Account established in accordance with Section 12 of this Ordinance.

“Bonds” or “Senior Lien Bonds” means any Bonds or series of Bonds so designated and payable from Net Revenues deposited in the Redemption Fund, which are secured by a statutory first lien on the Net Revenues established by this Ordinance and which are senior and superior in all respects with respect to the Net Revenues to any Junior Lien Bonds (including the Series 2017 Bond) secured by the statutory second lien established by this Ordinance, together with any additional Bonds of equal standing thereafter issued.

“Depository Bank” shall mean mBank, in Ishpeming, Michigan, a member of the Federal Deposit Insurance Corporation, or other financial institution qualified to serve as depository bank and designated by resolution of the Issuer.

“Engineer” shall mean GEI Consultants of Michigan, P.C., Iron River, Michigan.

“Fiscal Year” shall mean the fiscal year of the Issuer and the operating year of the System, commencing January 1 and ending December 31 of the subsequent calendar year, as such year may be changed from time to time.

“Government” shall mean the government of the United States of America or any agency thereof.

“Issuer” shall mean the City of Ishpeming, County of Marquette, State of Michigan.

“Junior Lien Bonds” means any Bonds or series of Bonds (including the Series 2017 Bond) payable from Net Revenues deposited in the Junior Lien Redemption Fund, after satisfaction of any requirements for funding the Redemption Fund, and which are secured by a statutory second lien on the Net Revenues and are junior and subordinate in all respects with respect to the Net Revenues to any Bonds hereafter issued secured by the statutory first lien established by this Ordinance.

“Ordinance” shall mean this ordinance and any ordinance or resolution of the Issuer amendatory or supplemental to this ordinance, including ordinances or resolutions authorizing issuance of Additional Bonds.

“Project” shall mean the acquisition, construction, furnishing and equipping improvements to the Issuer’s Water Supply System, together with all necessary interests in land, appurtenances and attachments thereto.

“Public improvements,” shall be understood to mean the public improvements, as defined in Section 3 of Act 94, which are authorized to be acquired and constructed under the provisions of this Ordinance.

“Reserve Amount” shall mean with respect to the Series 2017 Bond the lesser of (1) the maximum annual debt service due on the Series 2017 Bond in the current or any future year, (2) 125% of the average annual debt service on the Series 2017 Bond, or (3) 10% of the outstanding principal amount of the Series 2017 Bond on the date of issuance of the Series 2017 Bond.

“Revenues” and “Net Revenues” shall mean the revenues and net revenues of the Issuer derived from the operation of the System and shall be construed as defined in Section 3 of Act 94, including, with respect to “Revenues”, the earnings derived from the investment of moneys in the various funds and accounts established by this Ordinance.

“Series 2017 Bond” shall mean the Issuer’s Water Supply System Revenue Bond, Series 2017, in the principal amount of not to exceed Eight Million Nine Hundred Eighty Thousand Dollars (\$8,980,000) authorized to be issued pursuant to this Ordinance.

“System” shall mean the Issuer’s Water Supply System including such facilities thereof as are now existing, are acquired and constructed as the Project, and all enlargements, extensions, repairs and improvements thereto hereafter made.

“Transfer Agent” shall mean the transfer agent and bond registrar for the Bond as appointed from time to time by the Issuer as provided in Section 6 of this Ordinance and who or which shall carry out the duties and responsibilities as set forth in Section 6 of this Ordinance.

Section 2. Establishment of System; Necessity; Approval of Plans and Specifications.

The Issuer hereby confirms the establishment of the System pursuant to Act 94, comprised of the System as is now existing and any additions, extensions or improvements thereto. The operation, repair and management of the System and the acquiring of the Project shall continue to be under the supervision and control of the City Council. The City Council may make such rules and regulations as it deems advisable and necessary to assure the efficient management and operation of the System. The City Council may employ such person or persons in such capacity or capacities as it deems advisable to carry on the efficient management and operation of the System.

It is hereby determined to be a necessary public purpose of the Issuer to acquire and construct the Project in accordance with the plans and specifications prepared by the Issuer’s Engineer and on file with the Issuer, which plans and specifications are hereby approved.

Section 3. Costs; Useful Life. The total cost of the Project is estimated to be not less than Twelve Million Dollars (\$12,000,000) including the payment of incidental expenses as specified in Section 4 of this Ordinance, which estimate of cost is hereby approved and confirmed, and the period of usefulness of the Project is estimated to be not less than forty (40) years.

Section 4. Payment of Cost; Bond Authorized. To pay the cost of acquiring and constructing the Project, including legal, engineering, financial and other expenses incident to the issuance and sale of the Series 2017 Bond, it is hereby determined that the Issuer borrow the sum of not to exceed Eight Million Nine Hundred Eighty Thousand Dollars (\$8,980,000) and that revenue bonds be issued therefor pursuant to the provisions of Act 94. The remaining cost of the Project shall be paid from grant funds and from Issuer funds on hand and legally available for such use, if necessary.

Section 5. Bond Details. The Series 2017 Bond shall be designated “**WATER SUPPLY SYSTEM JUNIOR LIEN REVENUE BOND, SERIES 2017**” (or such other designation as may be approved by the Mayor), shall be dated as of the date of delivery of the first delivery installment (hereinafter defined), shall consist of one fully-registered nonconvertible bond of the denomination of not to exceed \$8,980,000 and shall be payable in principal installments serially on June 1 of each year, as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2018	\$145,000	2038	\$220,000
2019	148,000	2039	225,000

2020	151,000	2040	230,000
2021	154,000	2041	235,000
2022	157,000	2042	240,000
2023	161,000	2043	245,000
2024	164,000	2044	250,000
2025	168,000	2045	255,000
2026	171,000	2046	261,000
2027	175,000	2047	266,000
2028	179,000	2048	272,000
2029	182,000	2049	278,000
2030	186,000	2050	284,000
2031	190,000	2051	290,000
2032	194,000	2052	296,000
2033	198,000	2053	302,000
2034	203,000	2054	309,000
2035	207,000	2055	315,000
2036	211,000	2056	322,000
2037	216,000	2057	325,000

The Mayor is authorized to decrease the aggregate principal amount of the Series 2017 Bond and/or change the payment dates and the amounts of any of the foregoing installments if it is in the best interest of the Issuer, provided that the final principal payment of the Series 2017 Bond shall be due and payable within forty (40) years of the date of issuance of the Series 2017 Bond.

The Series 2017 Bond is expected to be delivered to the Government as initial purchaser thereof in installments (the "delivery installments") and each delivery installment shall be noted on the registration grid set forth on the applicable Series 2017 Bond. The delivery installments shall be deemed to correspond to the serial principal installments of the applicable Series 2017 Bond in direct chronological order of said serial principal installments.

The serial principal installments of the Series 2017 Bond will each bear interest from the date of delivery of the corresponding delivery installment to the registered holder thereof as shown on the registration grid set forth on the Series 2017 Bond at the rate of not to exceed two and one-eighth percent (2.125%) per annum, payable on the first June 1 or December 1 following the date of delivery of said delivery installment, and semiannually thereafter on June 1 and December 1 of each year until maturity or earlier prepayment of said installment. Acceptance of the interest rate on the Series 2017 Bond shall be made by execution of the Series 2017 Bond which so designates the rate specified by the Government and accepted in writing by the Issuer. The Series 2017 Bond shall be issued in fully-registered form and such Series 2017 Bond shall not be convertible or exchangeable into more than one fully-registered bond.

The Series 2017 Bond or installments thereof will be subject to prepayment prior to maturity in whole or in part at any time on or after the payment date of the first installment of principal of the Series 2017 Bonds in the manner provided in the form of the Series 2017 Bond set forth in Section 9 of this Ordinance.

Section 6. Bond Registration and Transfer. The Transfer Agent shall keep or cause to be kept at its principal office sufficient books for the registration and transfer of the Series 2017 Bond, which shall at all times be open to inspection by the Issuer. The Transfer Agent shall transfer or cause to be transferred on said books any Bond or Junior Lien Bond presented for transfer, as hereinafter provided and subject to such reasonable regulations as it may prescribe.

Any Bond or Junior Lien Bond may be transferred upon the books required to be kept by the Transfer Agent pursuant to this Section, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond or Junior Lien Bond for transfer, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Transfer Agent. Whenever any Bond or Junior Lien Bond shall be surrendered for transfer, the Transfer Agent shall record such transfer on the registration books and shall register such transfer on the registration grid attached to the Bond or Junior Lien Bond. At the time of such transfer the Transfer Agent shall note on the Bond or Junior Lien Bond the outstanding principal amount thereof at the time of such transfer. The Transfer Agent shall require the payment by the bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer. The Issuer shall not be required (i) to issue, register the transfer of, or exchange any Bond or Junior Lien Bond during a period beginning at the opening of business fifteen days before the day of the mailing of a notice of prepayment of the Bond or Junior Lien Bond or installments thereof selected for redemption and ending at the close of business on the day of that mailing, or (ii) to register the transfer of or exchange the Bond or Junior Lien Bond or portion thereof so selected for prepayment. In the event the Bond or Junior Lien Bond is called for prepayment in part, the Transfer Agent upon surrender of the Bond or Junior Lien Bond shall note on the Bond the principal amount prepaid and shall return the Bond or Junior Lien Bond to the registered owner thereof together with the prepayment amount on the prepayment date.

The Issuer's Treasurer is hereby appointed to act as Transfer Agent with respect to the Series 2017 Bond. If and at such time the Series 2017 Bond is transferred to or held by any registered owner other than the Government, the Issuer by resolution may appoint a bank or trust company qualified under Michigan law to act as transfer agent and bond registrar with respect to the Series 2017 Bond, and the Issuer may thereafter appoint a successor Transfer Agent upon sixty (60) days notice to the registered owner of the Series 2017 Bond.

Section 7. Payment of the Bond. Principal of and interest on the Series 2017 Bond shall be payable in lawful money of the United States of America by check or draft mailed by the Transfer Agent to the registered owner at the address of the registered owner as shown on the registration books of the Issuer kept by the Transfer Agent. If the Government shall no longer be the registered owner of the Series 2017 Bond, then the principal of and interest on the Series 2017 Bond shall be payable to the registered owner of record as of the fifteenth day of the month preceding the payment date by check or draft mailed to the registered owner at the registered address. Such date of determination of the registered owner for purposes of payment of principal or interest may be changed by the Issuer to conform to future market practice. The Issuer's Treasurer is hereby authorized to execute an agreement with any successor Transfer Agent.

The Transfer Agent shall record on the registration books the payment by the Issuer of each installment of principal or interest or both on the Series 2017 Bond when made and the

canceled checks or drafts representing such payments shall be returned to and retained by the Issuer's Treasurer, which canceled checks or drafts shall be conclusive evidence of such payments and the obligation of the Issuer with respect to such payments shall be discharged to the extent of such payments.

Upon payment by the Issuer of all outstanding principal of and interest on the Series 2017 Bond, the registered owners thereof shall deliver the Series 2017 Bond to the Issuer for cancellation.

The Issuer's Mayor and Clerk are each hereby authorized and directed to negotiate privately the sale of the Series 2017 Bond to the Government at an interest rate not to exceed two and one-eighth percent (2.125%) per annum.

The sale of the Series 2017 Bond to the Government at an interest rate of not to exceed two and one-eighth percent (2.125%) per annum and at the par value thereof is hereby approved. The Issuer's Treasurer is hereby authorized to deliver the Series 2017 Bond in accordance with the delivery instructions of the Government.

Section 8. Execution and Delivery of the Bond. The Series 2017 Bond shall be manually signed by the Mayor and countersigned by the City Clerk and shall have the corporate seal of the Issuer impressed thereon. After execution, the Series 2017 Bond shall be held by the Issuer's Treasurer for delivery to the Government. The Series 2017 Bond nor any installment thereof shall be valid until registered by the Issuer's Treasurer or by another person designated in writing by the Issuer's Treasurer to act as Bond Registrar, or upon transfer by the Government and thereafter, by an authorized representative of the Transfer Agent.

Section 9. Bond Form. The form and tenor of the Series 2017 Bond shall be substantially as follows, subject to appropriate variation upon issuance of additional bonds:

REGISTERED

UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF MARQUETTE

CITY OF ISHPEMING

WATER SUPPLY SYSTEM JUNIOR LIEN REVENUE BOND, SERIES 2017

No. R-1

\$8,980,000

The City of Ishpeming, County of Marquette, State of Michigan (the "Issuer"), for value received, hereby promises to pay to the registered owner hereof, but only out of the hereinafter described Net Revenues of the Issuer's Water Supply System including all appurtenances, additions, extensions and improvements thereto (the "System"), the sum of

Eight Million Nine Hundred Eighty Thousand Dollars

on the dates and in the principal installment amounts set forth in Exhibit A attached hereto and made a part hereof with interest on said installments from the date each installment is delivered to the Issuer and as set forth on the registration grid hereon until paid at the rate of two and one-eighth percent (2.125%) per annum, first payable on December 1, 2017, and semiannually thereafter; provided that the principal repayments required herein to the registered owner shall not exceed the total of the principal installments set forth on the registration grid attached hereto from time to time hereafter to acknowledge receipt of payment of the purchase price of this bond up to a total of \$8,980,000. Both principal of and interest on this bond are payable in lawful money of the United States of America to the registered owner at the address shown on the Issuer's registration books by check or draft mailed to the registered holder at the address shown on the registration books of the Issuer, and for the prompt payment thereof, the revenues of the System, after provision has been made for reasonable and necessary expenses of operation, administration and maintenance thereof (the "Net Revenues"), are hereby irrevocably pledged and a statutory second lien thereon is hereby recognized and created, subject to the senior lien of any additional bonds of the Issuer hereafter issued. The Issuer has reserved the right to issue such additional bonds which shall be superior and senior in all respects to this bond as to the Net Revenues.

Purchasers of this bond, by their acceptance of the bond or a beneficial ownership interest therein, shall be deemed to have consented to the subordination of their interest in and lien upon the Net Revenues upon the issuance of additional bonds subsequent to the delivery of this bond.

This bond is a single, fully-registered, non-convertible bond constituting an issue in the total aggregate principal sum of \$8,980,000, issued pursuant to Ordinance ____ (the "Ordinance"), and under and in full compliance with the Constitution and statutes of the State of Michigan, including specifically Act 94, Public Acts of Michigan, 1933, as amended, for the

purpose of paying part of the cost of the acquisition, construction, furnishing and equipping improvements to the Issuer's Water Supply System, together with all necessary interests in land, appurtenances and attachments thereto. For a complete statement of the revenues from which, and the conditions under which, this bond is payable, a statement of the conditions under which additional bonds of superior or equal standing may hereafter be issued, and the general covenants and provisions pursuant to which this bond is issued, reference is made to the Ordinance.

This bond is a self-liquidating bond and is not a general obligation of the Issuer and does not constitute an indebtedness of the Issuer within any constitutional, statutory or charter debt limitation, but is payable, both as to principal and interest, solely from the Net Revenues of the System. The principal of and interest on the bond is secured by the statutory lien hereinbefore mentioned.

Principal installments of this bond are subject to prepayment prior to maturity, in inverse chronological order, at the Issuer's option, on any date on or after December 1, 2017, at par and accrued interest to the date fixed for prepayment.

Thirty days notice of the call of any principal installments for prepayment shall be given by mail to the registered owner at the registered address. The principal installments so called for prepayment shall not bear interest after the date fixed for prepayment, provided funds are on hand to prepay said installments.

This bond shall be registered as to principal and interest on the books of the Issuer kept by the Issuer's Treasurer or successor or written designee as bond registrar and transfer agent (the "Transfer Agent") and noted hereon, after which it shall be transferable only upon presentation to the Transfer Agent with a written transfer by the registered owner or his attorney in fact. Such transfer shall be noted hereon and upon the books of the Issuer kept for that purpose by the Transfer Agent.

The Issuer has covenanted and agreed and does hereby covenant and agree to fix and maintain at all times while any bonds including any installments of this bond payable from the Net Revenues of the System shall be outstanding, such rates for service furnished by the System as shall be sufficient to provide for payment of the interest on and the principal of this bond and any additional bonds of equal standing payable from the Net Revenues of the System as and when the same become due and payable, and to create a bond and interest redemption account (including bond reserve account) therefor, to provide for the payment of expenses of administration and operation and such expenses for maintenance of the System as are necessary to preserve the same in good repair and working order, and to provide for such other expenditures and funds for the System as are required by the Ordinance.

It is hereby certified and recited that all acts, conditions and things required by law to be done precedent to and in the issuance of this bond have been done and performed in regular and due time and form as required by law.

IN WITNESS WHEREOF, the City of Ishpeming, County of Marquette, State of Michigan, by its City Council, has caused this bond to be signed in its name by its Mayor and to be countersigned by its City Clerk, and its corporate seal to be hereunto affixed, all as of _____, 2017.

CITY OF ISHPEMING

By _____
Its Mayor

(Seal)

Countersigned:

By _____
Its City Clerk

REGISTRATION
NOTHING TO BE WRITTEN HEREON EXCEPT

BY THE BOND REGISTRAR/TRANSFER AGENT

Date of Registration of Delivery	Name of Registered Owner	Principal Installment Delivered	Signature of Bond Registrar/ Transfer Agent
	United States of America		
	United States of America		
	United States of America		
	United States of America		
	United States of America		
	United States of America		
	United States of America		
	United States of America		
	United States of America		
	United States of America		
	United States of America		
	United States of America		
	United States of America		

EXHIBIT A

<u>June 1</u>	<u>Amount</u>	<u>June 1</u>	<u>Amount</u>
2018	\$145,000	2038	\$220,000
2019	148,000	2039	225,000
2020	151,000	2040	230,000
2021	154,000	2041	235,000
2022	157,000	2042	240,000
2023	161,000	2043	245,000
2024	164,000	2044	250,000
2025	168,000	2045	255,000
2026	171,000	2046	261,000
2027	175,000	2047	266,000
2028	179,000	2048	272,000
2029	182,000	2049	278,000
2030	186,000	2050	284,000
2031	190,000	2051	290,000
2032	194,000	2052	296,000
2033	198,000	2053	302,000
2034	203,000	2054	309,000
2035	207,000	2055	315,000
2036	211,000	2056	322,000
2037	216,000	2057	325,000

Section 10. Security for Bond. Any Senior Lien Bonds hereafter issued and the interest thereon shall be payable solely from the Net Revenues, and to secure such payment, there is hereby created a statutory lien upon the whole of the Net Revenues which shall be a first lien to continue until payment in full of the principal of and interest on all Senior Lien Bonds payable from the Net Revenues, or, until sufficient cash or Sufficient Government Obligations have been deposited in trust for payment in full of all Senior Lien Bonds of a series then outstanding, principal and interest on such Senior Lien Bonds to maturity, or, if called for redemption, to the date fixed for redemption together with the amount of the redemption premium, if any.

Any Junior Lien Bonds issued hereunder, including the Series 2017 Bond, and the interest thereon shall be payable primarily from the Net Revenues, and to secure such payment, there is hereby created a statutory lien upon the whole of the Net Revenues which shall be a second lien, subject only to the statutory first lien established with respect to the Senior Lien Bonds, to continue until payment in full of the principal of and interest on all Junior Lien Bonds payable from the Net Revenues, or, until sufficient cash or Sufficient Government Obligations have been deposited in trust for payment in full of all Junior Lien Bonds of a series then outstanding, principal and interest on such Junior Lien Bonds to maturity, or, if called for redemption, to the date fixed for redemption together with the amount of the redemption premium, if any. The statutory lien on the Net Revenues created with respect to the Junior Lien Bonds (including the Series 2017 Bond) shall at all times be and remain subordinate and inferior to the pledge of Net Revenues and the statutory first lien thereon authorized to be granted to secure any Senior Lien Bonds hereafter issued, and the Junior Lien Bonds shall carry a legend to that effect.

Section 11. Budget. Immediately upon the effective date of this Ordinance for the remainder of the current Fiscal Year, and thereafter prior to the beginning of each Fiscal Year, the Issuer shall prepare an annual budget for the System for the ensuing Fiscal Year itemized on the basis of monthly requirements. A copy of such budget shall be mailed to the Government without request from the Government for review prior to adoption (as long as the Government is the registered owner of the Bond), and upon written request to any other registered owners of the Bond.

Section 12. Custodian of Funds; Funds. The Issuer's Treasurer shall be custodian of all funds belonging to or associated with the System and such funds shall be deposited in the Depository Bank. The Issuer's Treasurer shall execute a fidelity bond with a surety company in an amount at least equal to the maximum annual debt service for the Series 2017 Bond.

The Issuer's Treasurer is hereby directed to create and maintain a WATER SUPPLY SYSTEM FUND, with the following accounts, into which the proceeds of the Series 2017 Bond and the Revenues from the System shall be deposited in the manner and at the times provided in this Ordinance, which accounts shall be established and maintained, except as otherwise provided, so long as the Series 2017 Bond remains unpaid.

(A) CONSTRUCTION ACCOUNT. The proceeds of the Series 2017 Bond hereby authorized, and no other funds, shall be deposited in the 2017 WATER SUPPLY SYSTEM CONSTRUCTION ACCOUNT (the "Construction Account"), in the Depository Bank. Moneys

in the Construction Account shall be used solely for the purposes for which the Series 2017 Bond is issued. If monies other than proceeds of the Series 2017 Bond are deposited into the Construction Account, then the monies constituting proceeds of the Series 2017 Bond shall be accounted separately from such other funds or monies.

Any unexpended balance of the proceeds of sale of the Series 2017 Bond remaining after completion of the Project herein authorized may in the discretion of the Issuer be used for further improvements, enlargements and extensions to the System, provided that at the time of such expenditure such use be approved by the Department of Treasury (if such approval is then required by law). Any remaining balance after such expenditure shall be paid into the Junior Lien Bond and Interest Redemption Account and used as soon as is practical for the prepayment of installments of the Series 2017 Bond or for the purchase of installments to the Series 2017 Bond at not more than the fair market value thereof. Following completion of the Project, any unexpended balance of the Series 2017 Bond shall be invested at a yield not to exceed the yield on the Series 2017 Bond.

After completion of the Project and disposition of remaining proceeds, if any, of the Series 2017 Bond pursuant to the provisions of this Section, the Construction Account shall be closed.

(B) **WATER SUPPLY SYSTEM RECEIVING ACCOUNT.** Upon and after the effective date of this Ordinance, the Revenues of the System shall be set aside into a separate account to be designated the WATER SUPPLY SYSTEM RECEIVING ACCOUNT (the "Receiving Account"), and moneys so deposited therein shall be transferred, expended and used only in the manner and order as follows:

(1) Operation and Maintenance Account. There is hereby established a separate account to be designated the OPERATION AND MAINTENANCE ACCOUNT (the "Operation and Maintenance Account"). Revenues shall be transferred each quarter of the Fiscal Year, commencing upon the effective date of this Ordinance, from the Receiving Account to the Operation and Maintenance Account to pay the reasonable and necessary current expenses of administration and operating and maintaining the System for the ensuing quarter.

(2) Bond and Interest Redemption Account (Senior Lien Bonds). There is hereby established a separate account to be designated as the SENIOR LIEN BOND AND INTEREST REDEMPTION ACCOUNT (the "Senior Lien Bond and Interest Redemption Account"), the moneys on deposit therein from time to time used solely for the purpose of paying the principal of and interest on any Senior Lien Bonds. After the transfer required in (1) above, Revenues shall be transferred each quarter of the Fiscal Year from the Receiving Account, before any other expenditures or transfer therefrom, and deposited in the Senior Lien Bond and Interest Redemption Account for payment of principal of and interest on any Senior Lien Bonds and to fund the Bond Reserve Account, if any, required upon the issuance of Senior Lien Bonds.

(3) Bond and Interest Redemption Account (Junior Lien Bonds). There is hereby established a separate account to be designated as the JUNIOR LIEN BOND AND INTEREST REDEMPTION ACCOUNT (the "Junior Lien Bond and Interest Redemption Account"), the moneys on deposit therein from time to time used solely for the purpose of paying the principal

of and interest on Junior Lien Bonds, including the Series 2017 Bond. After the transfer required in (1) and (2) above, Revenues shall be transferred each quarter of the Fiscal Year from the Receiving Account, before any other expenditures or transfer therefrom, and deposited in the Junior Lien Bond and Interest Redemption Account for payment of principal of and interest on the Junior Lien Bonds, including the Series 2017 Bond and to fund the Bond Reserve Account, in the amounts and at the times specified below.

Upon any delivery of an installment of the Series 2017 Bond there shall be set aside at the time of delivery and on the first day of each quarter of the Fiscal Year thereafter to the next interest payment date an amount equal to that fraction of the amount of interest due on the next interest payment date on said installment so delivered, the numerator of which is 1 and the denominator of which is the number of full and partial Fiscal Year quarters from the date of said delivery to the next interest payment date. There also shall be set aside each Fiscal Year quarter on or after the delivery of the first principal installment an amount not less than $\frac{1}{2}$ of the amount of interest due on the next interest payment date on all outstanding installments of the Series 2017 Bond not delivered during the then current interest payment period.

Commencing twelve calendar months preceding the date on which the first principal installment payment on the Series 2017 Bond is due, upon any delivery of an installment of the Series 2017 Bond there shall be set aside at the time of such delivery and on the first day of each quarter of the Fiscal Year thereafter to the next principal payment date an amount equal to that fraction of the amount of principal due on the next principal payment date on said installment so delivered, the numerator of which is 1 and the denominator of which is the number of full and partial Fiscal Year quarters from the date of said delivery to the next principal payment date. There shall also be set aside each Fiscal Year quarter on or after the first day of the Fiscal Year quarter after payment of the first principal installment of the Series 2017 Bond, an amount not less than $\frac{1}{4}$ of the amount of principal due on the next principal payment date. Except as hereinafter provided, no further deposits shall be made into the Junior Lien Bond and Interest Redemption Account (excluding the Bond Reserve Account) once the aforesaid sums have been deposited therein. Any amount on deposit in the Junior Lien Bond and Interest Redemption Account (excluding the Bond Reserve Account) in excess of (a) the amount needed for payment of principal installments of the Series 2017 Bond for the then current principal payment period, plus (b) interest on the Series 2017 Bond for the then current interest payment period, shall be used by the Issuer for redemption of principal installments of the Series 2017 Bond in the manner set forth in Section 9 hereof, or if such use is impracticable, shall be deposited in or credited to the Receiving Account.

If for any reason there is a failure to make such quarterly deposit in the amounts required, then the entire amount of the deficiency shall be set aside and deposited in the Bond and Interest Redemption Account out of the Revenues first received thereafter which are not required by this Ordinance to be deposited in the Operation and Maintenance Account or in the Bond and Interest Redemption Account, which amount shall be in addition to the regular quarterly deposit required during such succeeding quarter or quarters.

There is hereby recognized in the Junior Lien Bond and Interest Redemption Account a separate account designated as the BOND RESERVE ACCOUNT (the "Bond Reserve Account"). Commencing October 1, 2017, there shall be withdrawn from the Receiving Account

at the beginning of each Fiscal Year quarter and set aside in and transferred to the Bond Reserve Account, after provision has been made for the Operation and Maintenance Account and the current requirements of the Junior Lien Bond and Interest Redemption Account, the sum of at least \$8,400 per quarter (\$33,600 annually) until there is accumulated in such account the lesser of the sum of \$336,000 or the Reserve Amount. Except as hereinafter provided, no further deposits shall be made into the Junior Lien Bond and Interest Redemption Account for the purposes of the Bond Reserve Account once the lesser of the sum of \$336,000 or the Reserve Amount has been deposited therein. The moneys in the Bond Reserve Account shall be used solely for the payment of the principal installments of and interest on the Series 2017 Bond as to which there would otherwise be default; provided however, that in the event the amount on deposit in the Bond Reserve Account exceeds the Reserve Amount, the moneys in excess of the Reserve Amount shall be used to pay principal installments of and interest on the Series 2017 Bond on the next payment date.

If at any time it shall be necessary to use moneys in the Bond Reserve Account for such payment, then the moneys so used shall be replaced from the Net Revenues first received thereafter which are not required by this Ordinance to be used for operation and maintenance or for current principal and interest requirements for the Series 2017 Bond.

No further payments need be made into the Junior Lien Bond and Interest Redemption Account after enough of the principal installments of the Series 2017 Bond have been retired so that the amount then held in the Junior Lien Bond and Interest Redemption Account (including the Bond Reserve Account), is equal to the entire amount of principal and interest which will be payable at the time of maturity of all the principal installments of the Series 2017 Bond then remaining outstanding.

The moneys in the Junior Lien Bond and Interest Redemption Account and the Bond Reserve Account shall be invested in accordance with Section 13 of this Ordinance, and profit realized or income earned on such investment shall be used or transferred as provided in Section 13 of this Ordinance.

(4) Repair, Replacement and Improvement Account. There is hereby established a separate account designated REPAIR, REPLACEMENT AND IMPROVEMENT ACCOUNT (the "RRI Account"). After the transfers required in (1), (2) and (3) above, and so long as any principal installments of the Series 2017 Bond remain outstanding, commencing October 1, 2017, revenues shall be transferred each Fiscal Year quarter from the Receiving Account and deposited in the RRI Account in an amount not less than \$17,281.25 (\$69,125 annually), less the amount, if any, deposited in the Bond Reserve Account at the beginning of the same Fiscal Year quarter as provided in the preceding subsection. Moneys in the RRI Account shall be used and disbursed only for the purpose of paying the cost of (a) repairing any damage to and emergency maintenance of the System, (b) repairing or replacing obsolete, deteriorating, deteriorated or worn out portions of the System, (c) acquiring and constructing extensions and improvements to the System and (d) when necessary, for the purpose of making payment of principal and interest on the Series 2017 Bond. If the amount in the Junior Lien Bond and Interest Redemption Account and the Bond Reserve Account is not sufficient to pay the principal of and interest on the Series 2017 Bond when due, the moneys in the RRI Account shall be transferred to the Junior

Lien Bond and Interest Redemption Account and used for that purpose. Moneys in the RRI Account may be invested in accordance with Section 13 of this Ordinance.

(5) General Obligation Debt Account. Out of the remaining Revenues in the Receiving Account, there may be next set aside in or credited to monthly after meeting the requirements of the foregoing Account, to an account designated General Obligation Debt Account (the "G.O. Account"), or from other available moneys such sums as shall be necessary to pay debt service on presently existing or future general obligation bond issues of the Issuer or general obligations or contractual obligations of the Issuer incurred or to be incurred for System purposes.

(6) Reverse Flow of Funds; Surplus Money. In the event the moneys in the Receiving Account are insufficient to provide for the current requirements of the Operation and Maintenance Account, the Bond and Interest Redemption Account (including the Bond Reserve Account) or the RRI Account, any moneys and/or securities in the funds of the System described by this Ordinance shall be transferred, first, to the Operation and Maintenance Account, second, to the Bond and Interest Redemption Account, and third, to the RRI Account.

All moneys remaining in the Receiving Account at the end of any Fiscal Year after satisfying the above requirements for the deposit of moneys into the Operation and Maintenance Account, the Senior Lien Bond and Interest Redemption Account, the Junior Lien Bond and Interest Redemption Account and the RRI Account may be transferred to the Bond and Interest Redemption Account and used to call the Bond or portions thereof for redemption, or at the option of the Issuer, transferred to the RRI Account and used for the purpose for which the account was established; provided, however, that if there should be a deficit in the Operation and Maintenance Account, the Bond and Interest Redemption Account, the Bond Reserve Account or the RRI Account, on account of defaults in setting aside therein the amounts hereinbefore required, then transfers shall be made from such moneys remaining in the Receiving Account to such accounts in the priority and order named in this Section, to the extent of such deficits.

Section 13. Investments. Moneys in the funds and accounts established herein and moneys derived from the proceeds of sale of the Senior Lien Bonds and Junior Lien Bonds may be invested by the legislative body of the Issuer on behalf of the Issuer in the obligations and instruments permitted for investment by Section 24 of Act 94, as the same may be amended from time to time; provided, however, that as long as the Series 2017 Bond is held by the Government, then the investment may be limited to the obligations and instruments authorized by the Government. Investment of moneys in the Junior Lien Bond and Interest Redemption Account being accumulated for payment on the next maturing principal or interest payment on the Series 2017 Bond shall be limited to obligations and instruments bearing maturity dates prior to the date of the next maturing principal or interest payment on the Bond. Investment of moneys in the Bond Reserve Account shall be limited to Government obligations and instruments bearing maturity dates or subject to redemption, at the option of the holder thereof, not later than five (5) years from the date of the investment. In the event investments are made, any securities representing the same shall be kept on deposit with the Depository Bank. Interest income earned on investment of funds in the Receiving Account, the Operation and Maintenance Account and the Bond and Interest Redemption Account (except the Bond Reserve Account), shall be deposited in or credited to the Receiving Account. Interest income earned on the investment of

funds in the Bond Reserve Account shall be deposited in the Bond and Interest Redemption Account.

Section 14. Rates and Charges. Rates and charges for the services of the System have been fixed by ordinance in an amount sufficient to pay the costs of operating, maintaining and administering the System, to pay the principal of and interest on the Series 2017 Bond and to meet the requirements for repair, replacement, reconstruction and improvement and all other requirements provided herein, and otherwise comply with the covenants herein provided. The Issuer hereby covenants and agrees to fix and maintain at all times while the Series 2017 Bond shall be outstanding such rates for service furnished by the System as shall be sufficient to provide for the foregoing expenses, requirements and covenants, and to create a Junior Lien Bond and Interest Redemption Account (including a Bond Reserve Account) for such Series 2017 Bond. The rates and charges for all services and facilities rendered by the System shall be reasonable and just, taking into consideration the cost and value of the System and the cost of maintaining, repairing, and operating the same and the amounts necessary for the retirement of all of the Series 2017 Bond, and accruing interest on all of the Series 2017 Bond, and there shall be charged such rates and charges as shall be adequate to meet the requirements of this Section and Section 12 of this Ordinance.

Section 15. No Free Service. No free service shall be furnished by the System to any individual, firm or corporation, public or private or to any public agency or instrumentality.

Section 16. Covenants. The Issuer covenants and agrees, so long as any of the Series 2017 Bond hereby authorized remains unpaid, as follows:

(a) It will comply with applicable State laws and regulations and continually operate and maintain the System in good condition.

(b)(i) It will maintain complete books and records relating to the operation and financial affairs of the System. If the Government is the holder of the Series 2017 Bond, the Government shall have the right to inspect the System and the records, accounts, and data relating thereto at all reasonable times.

(ii) It will file with the Department of Treasury and the Government each year, as soon as is possible, not later than ninety (90) days after the close of the Fiscal Year, a report, on forms prepared by the Department of Treasury, made in accordance with the accounting method of the Issuer, completely setting forth the financial operation of such Fiscal Year.

(iii) It will cause an annual audit of such books of record and account for the preceding Fiscal Year to be made each year by a recognized independent certified public accountant, and will cause such accountant to mail a copy of such audit to the Government, without request of the Government, or to the manager of the syndicate or account purchasing the Series 2017 Bond. Such audit shall be completed and so made available not later than one hundred eighty (180) days after the close of each Fiscal Year, and said audit may, at the option of the Issuer, be used in lieu of the statement on forms

prepared by the Department of Treasury and all purposes for which said forms are required to be used by this Ordinance.

(c) It will maintain and carry, for the benefit of the holders of the Series 2017 Bond, insurance on all physical properties of the System, of the kinds and in the amounts normally carried by municipalities engaged in the operation of similar systems. The amount of said insurance shall be approved by the Government. All moneys received for losses under any such insurance policies shall be applied solely to the replacement and restoration of the property damaged or destroyed, and to the extent not so used, shall be used for the purpose of calling the Series 2017 Bond.

(d) It will not borrow any money from any source or enter into any contract or agreement to incur any other liabilities that may in any way be a lien upon the Revenues or otherwise encumber the System so as to impair Revenues therefrom, without obtaining the prior written consent of the Government, nor shall it transfer or use any portion of the Revenues derived in the operation of the System for any purpose not herein specifically authorized.

(e) It will not voluntarily dispose of or transfer its title to the System or any part thereof, including lands and interest in land, sale, mortgage, lease or other encumbrances, without obtaining the prior written consent of the Government.

(f) Any extensions to or improvements of the System shall be made according to sound engineering principles and specifications shall be submitted to the Government for prior review.

(g) If the Series 2017 Bond is issued on a tax exempt basis, then to the extent permitted by law, it shall take all actions within its control necessary to maintain the exclusion of the interest on the Series 2017 Bond from adjusted gross income for general federal income tax purposes under the Internal Revenue Code of 1986, as amended, including but not limited to, actions relating to the rebate of arbitrage earnings, if applicable, and the expenditure and investment of proceeds of the Series 2017 Bond and moneys deemed to be proceeds of the Series 2017 Bond.

Section 17. Additional Bonds. The Issuer may issue additional bonds of equal standing with the Series 2017 Bond for the following purposes and on the following conditions:

(a) To complete construction of the Project according to the plans referred to in Section 1, additional bonds may be issued in the amount necessary therefor.

(b) For the purpose of making reasonable replacement or extension of the System or refunding any Junior Lien Bonds or any additional bonds of equal standing with the Series 2017 Bond if:

(i) The augmented net revenues (hereinafter defined) of the System for the Fiscal Year preceding the year in which such additional bond is to be issued were 100 percent of the average annual debt service requirements on the

Junior Lien Bonds and any bonds of equal standing then outstanding and those proposed to be issued net of any bonds to be refunded by the new issue; or

(ii) The holders of at least 75 percent of the Junior Lien Bonds consent to such issue in writing.

For purposes of this Section the term “augmented net revenues” shall mean the Net Revenues of the System for a year, adjusted to reflect the effect of any rate increase placed in effect during that year (but not in effect for the whole year), placed in effect subsequent to the year or scheduled, at the time the new bond is authorized, to be placed in effect before principal of and interest on the new bond become payable from Revenues of the System, and augmented by any increase in Revenues or decrease in expenses estimated to accrue from the improvements to be acquired from the new bond. The adjustments and augmentations provided for in the preceding sentence shall be established by certificate of an independent consulting engineer filed with the Clerk of the Issuer. If a new bond is issued within 4 months of the end of a Fiscal Year, the determination made in subsection (b)(i) of this Section may be based upon the results of a Fiscal Year ending within 16 months of the date of issuance of the new bond.

The funds herein established shall be applied to all additional bonds issued pursuant to this Section as if said bonds were part of the original bond issue and all Revenue from any such extension or replacement constructed by the proceeds of an additional bond issue shall be paid to the Receiving Account mentioned in this Ordinance.

Section 18. Ordinance Shall Constitute Contract. The provisions of this Ordinance shall constitute a contract between the Issuer and the bondholders and after the issuance of the Series 2017 Bond this Ordinance shall not be repealed or amended in any respect which will adversely affect the rights and interests of the holders nor shall the Issuer adopt any law, ordinance or resolution in any way adversely affecting the rights or the holders so long as the Series 2017 Bond or interest thereon remains unpaid.

Section 19. Refunding of Bond. If at any time it shall appear to the Government that the Issuer is able to refund upon call for redemption or with consent of the Government the then outstanding Series 2017 Bond by obtaining a loan for such purposes from responsible cooperative or private credit sources at reasonable rates and terms for loans for similar purposes and periods of time, the Issuer will, upon request of the Government, apply for and accept such loan in sufficient amount to repay the Government, and will take all such actions as may be required in connection with such loans.

Section 20. Default of Issuer. If there shall be default in the Junior Lien Bond and Interest Redemption Account, provisions of this Ordinance or in the payment of principal of or interest on any of the Series 2017 Bond, upon the filing of a suit by 20 percent of the holders of the Junior Lien Bonds, any court having jurisdiction of the action may appoint a receiver to administer the System on behalf of the Issuer with power to charge and collect rates sufficient to provide for the payment of the Junior Lien Bonds and for the payment of operation, maintenance and administrative expenses and to apply Revenues in accordance with this Ordinance and the laws of the State of Michigan.

The Issuer hereby agrees to transfer to any bona fide receiver or other subsequent operator of the System, pursuant to any valid court order in a proceeding brought to enforce collection or payment of the Issuer's obligations, all contracts and other rights of the Issuer, conditionally, for such time only as such receiver or operation shall operate by authority of the court.

The holders of 20 percent of the then outstanding principal amount of the Junior Lien Bonds in the event of default may require by mandatory injunction the raising of rates in a reasonable amount.

Section 21. Ordinance Subject to Michigan Law and Government Regulations. The provisions of this Ordinance are subject to the laws of the State of Michigan and to the present and future regulations of the Government not inconsistent with the express provisions hereof and Michigan law.

Section 22. Fiscal Year of System. The fiscal year for operating the System shall be the Fiscal Year.

Section 23. Issuer Subject to Loan Resolution. So long as the Government is holder of any of the Series 2017 Bond, the Issuer shall be subject to the loan resolution (RUS Bulletin 1780-27) and shall comply with all provisions thereof.

Section 24. Covenant Not to Defeas. So long as the Government is the holder of the Series 2017 Bond, the Issuer covenants that it will not defeas the Series 2017 Bond held by the Government.

Section 25. Approval by the Michigan Department of Treasury. The Mayor is hereby authorized to obtain any necessary waivers or approvals from the Department of Treasury in order to effectuate the sale and delivery of the Series 2017 Bonds as contemplated by this Ordinance (if such approval is then required).

Section 26. Conflict and Severability. All ordinances, resolutions and orders or parts thereof in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed, and each section of this Ordinance and each subdivision of any section hereof is hereby declared to be independent, and the finding or holding of any section or subdivision thereof to be invalid or void shall not be deemed or held to affect the validity of any other section or subdivision of this Ordinance.

Section 27. Paragraph Headings. The paragraph headings in this Ordinance are furnished for convenience of reference only and shall not be considered to be a part of this Ordinance.

Section 28. Publication and Recordation. This Ordinance shall be published in full in the *Mining Journal*, a newspaper of general circulation in the Issuer, qualified under State law to publish legal notices, promptly after its adoption, and the same shall be recorded in the Ordinance Book of the Issuer and such recording authenticated by the signatures of the Mayor and the City Clerk.

Section 29. Negotiated Sale to the Government. The Issuer determines to sell the Series 2017 Bond to the Government at a negotiated sale in order to obtain terms not generally available from conventional municipal bond market sources and for the opportunities provided by a negotiated sale to the Government to select and adjust the terms of the Series 2017 Bond, including the prepayment of the principal of the Bond at any time without premium.

Section 30. Effective Date. This Ordinance is hereby determined by the City Council to be immediately necessary for the preservation of the peace, health and safety of the Issuer and shall be in full force and effect from and after its passage and publication as required by law.

Passed and adopted by the City of Ishpeming, County of Marquette, State of Michigan, on June 7, 2017.

Joseph Juidici
Mayor

(Seal)

Attest:

Tammie Leece
City Clerk

I hereby certify that the foregoing constitutes a true and complete copy of an Ordinance duly adopted by the City Council of the City of Ishpeming, County of Marquette, State of Michigan, at a regular meeting held on the June 7, 2017, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

I further certify that the following Members were present at said meeting:

_____ and that the following
Members were absent: _____.

I further certify that Member _____ moved adoption of said Ordinance, and that said motion was supported by Member _____.

I further certify that the following Members voted for adoption of said Ordinance:

and that the following Members voted against adoption of said Ordinance:
_____.

I further certify that said Ordinance has been recorded in the Ordinance Book and that such recording has been authenticated by the signatures of the Mayor and the City Clerk.

Tammie Leece
City Clerk

29230244.2\043278-00010

17

LOAN RESOLUTION #8-2017
(Public Bodies)A RESOLUTION OF THE CouncilOF THE City of Ishpeming

AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS

Water System

FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for the City of Ishpeming

(Public Body)

(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of

Eight Million Nine Hundred Eighty Thousand & 00/100pursuant to the provisions of Revenue Bond P.A.No.94 of PA of 1933, as amended; and**WHEREAS**, the Association intends to obtain assistance from the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association:**NOW THEREFORE**, in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U.S.C. 1983(c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legal ly permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so, without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contractor agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by USDA. No free service or use of the facility will be permitted.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0572-0121. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

11. To acquire and maintain such insurance and fidelity bond coverage as may be required by the Government.
12. To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to provide for required audit thereof as required by the Government, to provide the Government a copy of each such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.
13. To provide the Government at all reasonable times access to all books and records relating to the facility and access to the property of the system so that the Government may ascertain that the Association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.
14. That if the Government requires that a reserve account be established, disbursements from that account(s) may be used when necessary for payments due on the bond if sufficient funds are not otherwise available and prior approval of the Government is obtained. Also, with the prior written approval of the Government, funds may be withdrawn and used for such things as emergency maintenance, extensions to facilities and replacement of short lived assets.
15. To provide adequate service to all persons within the service area who can feasibly and legally be served and to obtain USDA's concurrence prior to refusing new or adequate services to such persons. Upon failure to provide services which are feasible and legal, such person shall have a direct right of action against the Association or public body.
16. To comply with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation.
17. To accept a grant in an amount not to exceed \$ 3,020,000.00

under the terms offered by the Government; that the Mayor

and Clerk of the Association are hereby authorized and empowered to take all action necessary or appropriate in the execution of all written instruments as may be required in regard to or as evidence of such grant; and to operate the facility under the terms offered in said grant agreement(s).

The provisions hereof and the provisions of all instruments incident to the making or the insuring of the loan, unless otherwise specifically provided by the terms of such instrument, shall be binding upon the Association as long as the bonds are held or insured by the Government or assignee. The provisions of sections 6 through 17 hereof may be provided for in more specific detail in the bond resolution or ordinance; to the extent that the provisions contained in such bond resolution or ordinance should be found to be inconsistent with the provisions hereof, these provisions shall be construed as controlling between the Association and the Government or assignee.

The vote was: Yeas _____ Nays _____ Absent _____

IN WITNESS WHEREOF, the Council of the

City of Ishpeming has duly adopted this resolution and caused it

to be executed by the officers below in duplicate on this _____, _____ day of _____

(SEAL)

By Joseph Juidici
Title Mayor

Attest:

Tammie Leece
Title Clerk

CERTIFICATION TO BE EXECUTED AT LOAN CLOSING

I, the undersigned, as Clerk of the City of Ishpeming
hereby certify that the Council of such Association is composed of
_____ members, of whom, _____ constituting a quorum, were present at a meeting thereof duly called and
held on the _____ day of _____ ; and that the foregoing resolution was adopted at such meeting
by the vote shown above, I further certify that as of _____ ,
the date of closing of the loan from the United States Department of Agriculture, said resolution remains in effect and has not been
rescinded or amended in any way.

Dated, this _____ day of _____

Tammie Leece

Title Clerk

Cathy Smith

From: Al Pierce
Sent: Tuesday, May 30, 2017 1:42 PM
To: City Manager
Cc: Cathy Smith
Subject: Adoption of New Digital Zoning Map

Mark and Cathy;

At the May 01, 2017 Ishpeming Planning Commission meeting, a recommendation was made and unanimously passed that the Ishpeming City Council officially adopt the updated map as "A careful and faithful replication of the hand patterned Zoning Map of the City of Ishpeming adopted February 08, 1984 depicting 10 Rezoned Areas up to August 04, 1999 now updated to include all 23 Rezoned Areas in a digital format ~~dated April 21, 2017.~~" printed on May 16, 2017.

It is important from a statutory perspective, since no Public Notice was published in the Mining Journal nor were any personal mailings sent, that this map only reflect a change in presentation (hand placed patterns vs. digital) and that no change in Zoning Districts occur. Considerable effort has been expended to make this upgrade and transformation. I do plan to place an ad in the paper informing the Public of this change in Zoning Map format.

Al Pierce, Zoning Administrator



16
CITY OF ISHPERING

APR 26 2017

RECEIVED

April 21, 2017

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


Dear Mr. Slown:

As you are aware, Ishpeming has a service agreement in place (dated 2/21/11) with Charter Communications to produce and cablecast live coverage of your council meetings on a monthly basis. This letter is to provide notice that Charter intends to terminate the "service agreement" pursuant to section 4. Effective July 1, 2017 Charter will no longer provide staff and or equipment to produce for live cablecast your monthly council meetings.

We will honor all existing commitments as of the date of this correspondence up to the termination date. We are recommending that the City of Ishpeming enter into an agreement with another person or entity capable of producing your council meetings. Charter will continue to provide capacity on its cable system (i.e., on its channel lineup) for Government Access programming.

Please be advised that federal law does not allow the City of Ishpeming to use PEG fees for personnel and other operational support. Please feel free to contact me at 906-401-0616 with questions.

Respectfully,


Don Gladwell
Manager, Government Affairs
Charter, Michigan



Consulting
Engineers and
Scientists

May 25, 2017
Proposal No. 610042

Mr. Jon Kangas, Engineer
City of Ishpeming
100 W. Division Street
Ishpeming, MI 49849

**RE: Ready Street/BR 28 Culvert Removal and Replacement
Proposal for Construction Site Representation**

Dear Mr. Kangas:

Per the City's request, GEI Consultants of Michigan, P.C. (GEI) is pleased to present this proposal to provide Professional Engineering Services and construction oversight during the construction phase of the Ready Street/BR 28 Culvert Removal and Replacement project.

Scope of Services

Based on our conversation with you, the Michigan Department of Transportation has supplied the City with an overhead budget to cover their construction oversight costs. The construction oversight shall be performed to typical City standards, and shall include the following scope of work:

- Provide Construction Observation services during construction.
- Document means and methods of construction, including backfill, compaction methods, materials, crew size, hours worked, and other items typically recorded in a field notebook.
- Document variance from drawings or specifications, and notify City of any concerns with variances.
- Provide horizontal and vertical measurements of installed construction items.
- Provide Observer's Daily Reports documenting the construction items for that day.
- Perform gradation and proctor testing on aggregate base course. Perform density testing of compacted in place aggregate base course.
- Provide Standard As-Built Drawing set upon completion of the work. Standard As-built set shall consist of field recorded red-line markups.
- Provide completed post-construction package to City, including as-built drawings, construction daily reports, daily field notes, and construction site photos.

Assumptions

- Proposal assumes a construction period of two weeks.
- Project will not require additional paperwork typical of MDOT Small Urban Grants or similar MDOT jobs.
- Contractor will maintain single source of aggregate base throughout project.

Fees and Schedule

Based on the services outlined above, GEI intends to perform this work, and to supply the City with items as noted for a Not-to-Exceed fee of **\$4,642**. We are prepared to perform this work based on the Contractor's schedule.

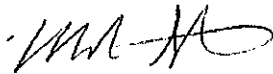
Terms and Conditions

If the City would like to proceed with the above mentioned scope of services for Professional Engineering Services, please sign and date the attached agreement. Please return one (1) copy to our office and keep the other copy for your file.

If you have any questions regarding this proposal or need any additional information, please do not hesitate to contact me at (906) 214-4147 or mstoor@geiconsultants.com.

Sincerely,

GEI CONSULTANTS OF MICHIGAN, INC.



Mark F Stoor, P.E.
Project Manager



Jeff R. Bal, P.E.
Branch Manager

MFS:plw

cc: GEI File

STANDARD PROFESSIONAL SERVICES AGREEMENT

1. AGREEMENT.

This Agreement is made and entered into by and between GEI Consultants of Michigan, P.C. (GEI),

990 Lalley Road, Iron River, MI 49935 and

City of Ishpeming

100 E. Division Street, Ishpeming MI 49849

By this Agreement, the parties do mutually agree as follows:

2. SCOPE OF SERVICES.

GEI shall perform the services described herein and in **Exhibit A**.

3. EFFECTIVE DATE.

The effective date of this Agreement shall be the latter of the acceptance dates indicated in Article 16, Acceptance. Acceptance of this Agreement by both parties shall serve as GEI's Notice to Proceed with the services described in **Exhibit A**.

4. TIMES FOR RENDERING SERVICES.

- a) GEI shall endeavor to perform the services under this Agreement in an orderly and efficient manner, consistent with the schedule or milestone dates provided in **Exhibit A**.
- b) GEI shall not be responsible for delays caused by factors beyond GEI's reasonable control. When such delays beyond GEI's reasonable control occur, CLIENT agrees that GEI shall not be responsible for damages, nor shall GEI be deemed in default of this Agreement.

5. COMPENSATION.

- a) CLIENT agrees to pay GEI in accordance with the payment terms provided in **Exhibit B**.
- b) GEI will submit invoices monthly or upon completion of a specified scope of service in accordance with GEI's standard invoicing practices, or as otherwise provided in **Exhibit B**.
- c) Payment is due upon receipt of the invoice. Payments will be made by either check or electronic transfer to the address specified by GEI, and will reference GEI's invoice number.
- d) Interest will accrue at the rate of 1% per month of the invoiced amount in excess of 30 days past the invoice date, or as otherwise provided in **Exhibit B**.
- e) In the event of a disputed or contested invoice, only that portion so contested will be withheld from payment, and the undisputed amounts will be paid.

6. PERFORMANCE STANDARDS.

- a) GEI will perform its services under this Agreement in a manner consistent with that degree of skill and care ordinarily exercised by members of GEI's profession currently practicing in the same locality under similar conditions. GEI makes no other warranties or representations, either expressed or implied, regarding the services provided hereunder.
- b) GEI shall correct deficiencies in services or documents provided under this Agreement without additional cost to CLIENT; except to the extent that such deficiencies are directly attributable to deficiencies in CLIENT-furnished information.
- c) Unless otherwise specifically indicated in writing, GEI shall be entitled to rely, without liability, on the accuracy and completeness of information provided by CLIENT, CLIENT's consultants and contractors, and information from public records, without the need for independent verification.

7. INSURANCE.

- a) GEI will carry the types and amounts of insurance in the usual form as provided in **Exhibit C**.
- b) Upon written request of CLIENT, GEI will furnish Certificates of Insurance indicating the required coverages and conditions.
- c) It is understood and agreed that the following shall be Additional Insured: The City of Ishpeming, including all elected and appointed officials, all employees and volunteers, all boards, commissions,

and/or authorities and their board members, employees, and volunteers. It is understood by naming the City of Ishpeming as additional insured, coverage afforded is considered to be primary and any other insurance the City of Ishpeming may have in effect shall be considered secondary or in excess.

8. ALLOCATION OF RISKS.

- a) Indemnification. To the fullest extent permitted by law, GEI agrees to indemnify and hold CLIENT harmless from and against any liabilities, claims, damages, and costs (including reasonable attorney's fees) to the extent caused by the negligence or willful misconduct of GEI in the performance of services under this Agreement.
- b) Limitation of Liability. To the fullest extent permitted by law, the total liability, in the aggregate, of GEI and its officers, directors, employees, agents, and independent professional associates and consultants, and any of them, to CLIENT and any one claiming by, through or under CLIENT, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to GEI's services, the project or this Agreement, will not exceed ~~the total compensation received by GEI under this Agreement, or~~ available proceeds from GEI's insurance, ~~whichever is less~~. This limitation will apply regardless of legal theory, and includes but is not limited to claims or actions alleging negligence, errors, omissions, strict liability, breach of contract, breach of warranty of GEI or its officers, directors, employees, agents or independent professional associates or consultants, or any of them. ~~CLIENT further agrees to require that all contractors and subcontractors agree that this limitation of GEI's liability extends to include any claims or actions that they might bring in any forum.~~
- c) Consequential Damages. GEI and CLIENT waive consequential damages, including but not limited to damages for loss of profits, loss of revenues, and loss of business or business opportunities, for claims, disputes or other matters in question arising out of or relating to this Agreement.

9. CONFIDENTIALITY.

- a) Unless compelled by law, governmental agency or authority, or order of a court of competent jurisdiction, or unless required pursuant to a subpoena deemed by GEI to be duly issued, or unless requested to do so in writing by CLIENT, GEI agrees it will not convey to others any proprietary non-public information, knowledge, data or property relating to the business or affairs of CLIENT or of any of its affiliates, which is in any way obtained by GEI during its association with CLIENT. GEI further agrees to strive to limit, to a "need to know" basis, access by its employees to information referred to above.
- b) Unless compelled by law, governmental agency or authority, or order of a court of competent jurisdiction, or unless required pursuant to a subpoena deemed by CLIENT to be duly issued, CLIENT will not release to its employees or any other parties any concepts, materials, or procedures of GEI deemed by GEI to be proprietary and so explained to CLIENT.

10. OWNERSHIP OF DOCUMENTS.

Drawings, diagrams, specifications, calculations, reports, processes, computer processes and software, operational and design data, and all other documents and information produced in connection with the project as instruments of service (Project Documents), regardless of form, will be confidential and the proprietary information of GEI, and will remain the sole and exclusive property of GEI whether the project for which they are made is executed or not. CLIENT retains the right to use Project Documents for the furtherance of the project consistent with the express purpose(s) of the Project Documents, and for CLIENT's information and reference in connection with CLIENT's use and occupancy of the project. Any use of Project Documents for purposes other than those for which they were explicitly prepared shall be at CLIENT's sole risk and liability. CLIENT agrees to defend, indemnify, and hold GEI harmless from and against any claims, losses, liabilities, and damages arising out of or resulting from the unauthorized use of Project Documents.

11. TERMINATION AND SUSPENSION.

- a) This Agreement may be terminated by CLIENT for any reason upon 10 days written notice to GEI.
- b) This Agreement may be terminated by GEI for cause upon 30 days written notice to CLIENT.
- c) In the event that this Agreement is terminated for any reason, CLIENT agrees to remit just and equitable compensation to GEI for services already performed in accordance with this Agreement, subject to the limitations given in this Article 11, Termination and Suspension.

- d) In the event Client terminates this Agreement for cause, in determining just and equitable compensation to GEI for work already performed, CLIENT may reduce amounts due to GEI by amounts equal to additional costs incurred by CLIENT to complete the Agreement scope. Such additional costs incurred by CLIENT may include but are not limited to: (1) the additional costs incurred by CLIENT to engage another qualified consultant to complete the unfinished scope; and (2) CLIENT's labor costs and expenses to demobilize and remobilize its personnel to the site to coordinate with the new consultant.
- e) GEI may suspend any or all services under this Agreement if CLIENT fails to pay undisputed invoice amounts within 90 days following invoice date, by providing a 10-day written notice to CLIENT, until payments are restored to a current basis. In the event GEI engages counsel to enforce overdue payments, CLIENT will reimburse GEI for all reasonable attorney's fees and court costs related to enforcement of overdue payments, provided that CLIENT does not have a good faith dispute with the invoice. CLIENT will indemnify and save GEI harmless from any claim or liability resulting from suspension of the work due to non-current, undisputed payments.

12. DISPUTE RESOLUTION.

Both parties agree to submit any claims, disputes, or controversies arising out of or in relation to the interpretation, application, or enforcement of this Agreement to non-binding mediation pursuant to the Rules for Commercial Mediation of the American Arbitration Association, as a condition precedent to litigation or any other form of dispute resolution.

13. GENERAL CONSIDERATIONS.

- a) Authorized Representatives. The following individuals are authorized to act as CLIENT's and GEI's representatives with respect to the services provided under this Agreement:

For Client:	Mark Slown
	100 E. Division Street
	Ishpeming, MI 49849
For GEI:	Mark Stoor
	990 Lalley Road
	Iron River, MI 49935

- b) Nothing in this Agreement shall be construed as establishing a fiduciary relationship between Client and GEI.
- c) Notices. Any notice required under this Agreement will be in writing, submitted to the respective party's Authorized Representative at the address provided in this Article 13, General Considerations. Notices shall be delivered by registered or certified mail postage prepaid, or by commercial courier service. All notices shall be effective upon the date of receipt.
- d) Controlling Law. This Agreement is to be governed by the laws of the State of Michigan.
- e) Survival. All express representations, indemnifications, or limitations of liability included in the Agreement will survive its completion or termination for any reason. However, in no event shall indemnification obligations extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of repose or statute of limitations.
- f) Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon GEI and CLIENT.
- g) Waiver. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- h) Headings. The headings used in this Agreement are for general reference only and do not have special significance.
- i) Certifications. GEI shall not be required to sign any documents, no matter by whom requested, that would result in GEI having to certify, guaranty, or warrant the existence of conditions or the suitability or performance of GEI's services or the project, that would require knowledge, services or responsibilities beyond the scope of this Agreement.

- j) Third Parties. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or GEI. GEI's services hereunder are being performed solely for the benefit of CLIENT, and no other entity shall have any claim against GEI because of this Agreement or GEI's performance of services hereunder.

14. ADDITIONAL PROVISIONS.

- a) If Field Services are provided under this Agreement, the additional provisions included in **Exhibit D** shall apply. Field Services are defined as services performed on property owned or controlled by CLIENT, any federal, state, or local government or governmental agency, or other third party, and include, but are not limited to: site inspection, site investigation, subsurface investigation, sample collection, or sample testing.
- b) If the services of a Licensed Site Professional (LSP) or Licensed Environmental Professional (LEP) are provided under this Agreement, the additional provisions included in **Exhibit E** shall apply.
- c) If Engineering Design Services are provided under this Agreement, the additional provisions included in **Exhibit F** shall apply.
- d) If Opinions of Probable Construction Cost are provided under this Agreement, the additional provisions included in **Exhibit G** shall apply.
- e) If Construction Services are provided under this Agreement, the additional provisions included in **Exhibit H** shall apply.

15. EXHIBITS.

The following Exhibits are attached to and made a part of this Agreement:

- | | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | Exhibit A, Scope of Services and Schedule |
| <input checked="" type="checkbox"/> | Exhibit B, Payment Terms |
| <input checked="" type="checkbox"/> | Exhibit C, Insurance |
| <input type="checkbox"/> | Exhibit D, Special Provisions for Field Services |
| <input type="checkbox"/> | Exhibit E, Special Provisions for Services of Licensed Site/Environmental Professionals |
| <input type="checkbox"/> | Exhibit F, Special Provisions for Engineering Design Services |
| <input type="checkbox"/> | Exhibit G, Special Provisions for Opinions of Probable Construction Costs |
| <input checked="" type="checkbox"/> | Exhibit H, Special Provisions for Construction Services |

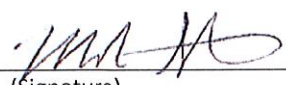
16. ACCEPTANCE.

The parties hereto have executed this Agreement as of the dates shown below.

For CLIENT:

For GEI:

By: _____
(Signature)

By: 
(Signature)

Mark Slown
(Print Name)

Mark Stoor, P.E.
(Print Name)

City Manager
(Title)

Project Manager
(Title)

(Date)

May 25, 2017
(Date)



Approved as to Form:

By: _____
Bonnie L. Hoff, Attorney At Law

(Date)

STANDARD PROFESSIONAL SERVICES AGREEMENT EXHIBITS A - H

EXHIBIT A

Scope of Services and Schedule

See attached proposal/letter dated May 25, 2017.

EXHIBIT B

Payment Terms

Project will be billed in accordance with this agreement, and the amount billed will not exceed the amount referenced in the attached proposal letter dated May 25, 2017.

EXHIBIT C

Insurance

GEI will carry the following types and amounts of insurance:

- A. Worker's Compensation and Employer's Liability (statutory):
 1. In accordance with the laws of the state(s) in which services are performed.
- B. Commercial General Liability (CGL) Insurance:
 1. Bodily Injury and Property Damage Combined: \$1,000,000 per occurrence and in aggregate.
 2. Including explosion, underground drilling excavation, and collapse hazards.
 3. Including an endorsement providing Additional Insured Status to CLIENT under the policy.
- C. Comprehensive Automobile Insurance:
 1. Bodily Injury and Property Damage Combined: \$1,000,000 per accident.
 2. Includes all owned, non-owned, and hired vehicles used in connection with the services under this Agreement.
- D. Professional Liability Insurance:
 1. \$1,000,000 per claim and in aggregate.

EXHIBIT D

Special Provisions for Field Services

- A. Right of Entry. CLIENT agrees to furnish GEI with right of entry and a plan of boundaries of the site where GEI will perform its services. If CLIENT does not own the site, CLIENT represents and warrants that it will obtain permission for GEI's access to the site to conduct site reconnaissance, surveys, borings, and other explorations of the site pursuant to the scope of services in the Agreement. GEI will take reasonable precautions to minimize damage to the site from use of equipment, but GEI is not responsible for damage to the site caused by normal and customary use of equipment. The cost for restoration of damage that may result from GEI's operations has not been included in GEI's fee, unless specifically stated in **Exhibit B**.
- B. Underground structures. CLIENT will identify locations of buried utilities and other underground structures in areas of subsurface exploration. GEI will take reasonable precautions to avoid damage to the buried utilities and other underground structures noted. If locations are not known or cannot be confirmed by CLIENT, then there will be a degree of risk to CLIENT associated with conducting the exploration. In the absence of confirmed underground structure locations, CLIENT agrees to accept the risk of any damages and losses resulting from the exploration work.
- C. Presence of Hazardous Materials. If the services under this Agreement do not include services relating to hazardous waste, oil, asbestos, or other hazardous materials, as defined by federal, state, or local laws or regulations, and if such materials are discovered during GEI's work, CLIENT agrees to negotiate appropriate revisions to the scope, schedule, budget, terms, and conditions of this Agreement. When such hazardous materials are suspected, GEI will have the option to stop work, without financial penalty, until a modification to this Agreement is made or a new Agreement is reached. If a mutually satisfactory Agreement cannot be reached between both parties, this Agreement will be terminated, and CLIENT agrees to pay GEI for all services rendered up to the date of termination, including any costs associated with termination.

- ~~D. Disposal of Samples and Wastes Containing Regulated Contaminants.~~ In the event that samples collected by GEI or provided by CLIENT, or wastes generated as a result of site investigation activities, contain or potentially contain substances or constituents which are or may be regulated contaminants as defined by federal, state, or local statutes, regulations, or ordinances, including but not limited to samples or wastes containing hazardous materials, said samples or wastes remain the property of CLIENT and CLIENT will have responsibility for them as a generator. If set forth in the Agreement, GEI will, at CLIENT's expense, perform necessary testing, and either (a) return said samples and wastes to CLIENT, or (b) using a manifest signed by CLIENT as generator, have said samples and/or wastes transported to a location selected by CLIENT for disposal. CLIENT agrees to pay all costs associated with the storage, transport and disposal of said samples and/or wastes. Unless otherwise provided in the Agreement, GEI will not transport, handle, store, or dispose of waste or samples or arrange or subcontract for waste or sample transport, handling, storage, or disposal. CLIENT recognizes and agrees that GEI is working as a bailee and at no time assumes title to said waste or samples or any responsibility as generator of said waste or samples.
- ~~E. Contribution of Hazardous Materials.~~ CLIENT agrees that GEI has not contributed to the presence of hazardous wastes, oils, asbestos, biological pollutants such as molds, fungi, spores, bacteria, and viruses, and by products of any such biological organisms, or other hazardous materials that may exist or be discovered in the future at the site. GEI does not assume any liability for the known or unknown presence of such materials. GEI's scope of services does not include the investigation or detection of biological pollutants such as molds, fungi, spores, bacteria, and viruses, and by products of any such biological organisms. CLIENT agrees to indemnify and hold harmless GEI, its subconsultants, subcontractors, agents, and employees from and against all claims, damages, losses, and costs (including reasonable attorneys' fees) that may result from the detection, failure to detect, or from the actual, alleged, or threatened discharge, dispersal, release, escape, or exposure to any solid, liquid, gaseous or thermal irritant, asbestos in any form, or contaminants including smoke, vapor, soot, fumes, acids, alkalis, chemicals, waste, oil, hazardous materials, or biological pollutants. CLIENT's obligations under this paragraph apply unless such claims, damages, losses, and expenses are caused by GEI's sole negligence or willful misconduct.

EXHIBIT E

Special Provisions for Services of Licensed Site/Environmental Professionals

For services under this Agreement that require the engagement of a Licensed Site Professional (LSP) or a Licensed Environmental Professional (LEP) registered with and subject to the laws and regulations promulgated by the state in which the services are provided (collectively the LSP/LEP Program), the following will apply:

- ~~A.~~ Under the LSP/LEP Program, the LSP/LEP owes professional obligations to the public, including, in some instances, a duty to disclose the existence of certain contaminants to the state in which the services are provided.
- ~~B.~~ CLIENT understands and acknowledges that in the event that the licensed professional's obligations under the LSP/LEP Program conflict in any way with the terms and conditions of this Agreement or the wishes or intentions of CLIENT, the licensed professional is bound by law to comply with the requirements of the LSP/LEP Program. CLIENT recognizes that the licensed professional is immune from civil liability resulting from any such actual or alleged conflict.
- ~~C.~~ CLIENT agrees to indemnify and hold GEI harmless from any claims, losses, damages, fines, or administrative, civil, or criminal penalties resulting from the licensed professional's fulfillment of the licensed professional's obligations under the LSP/LEP Program.

EXHIBIT F

Special Provisions for Engineering Design Services

- ~~A. Design Without Construction Phase Services.~~ CLIENT understands and agrees that if GEI's services under this Agreement include engineering design and do not include Construction Related Services, then CLIENT:
- ~~1.~~ Assumes all responsibility for interpretation of the construction Contract Documents.
 - ~~2.~~ Assumes all responsibility for construction observation and review.
 - ~~3.~~ Waives any claims against GEI that may be in any way connected thereto.

For purposes of this Agreement, Construction Related Services include, but are not limited to: construction observation; review of the construction contractor's technical submittals; review of the construction contractor's progress; or other construction phase services.

B. ~~Use of Documents.~~

1. ~~The actual signed and sealed hardcopy construction Contract Documents including stamped drawings, together with any addenda or revisions, are and will remain the official copies of all documents.~~
2. ~~All documents including drawings, data, plans, specifications, reports or other information recorded on or transmitted as Electronic Files are subject to undetectable alteration, either intentional or unintentional, due to transmission, conversion, media degradation, software error, human alteration, or other causes.~~
3. ~~Electronic Files are provided for convenience and informational purposes only and are not a finished product or Contract Document. GEI makes no representation regarding the accuracy or completeness of any accompanying Electronic Files. GEI may, at its sole discretion, add wording to this effect on electronic file submissions.~~
4. ~~CLIENT waives any and all claims against GEI that may result in any way from the use or misuse, unauthorized reuse, alteration, addition to, or transfer of the Electronic Files. CLIENT agrees to indemnify and hold harmless GEI, its officers, directors, employees, agents, or subconsultants, from any claims, losses, damages or costs (including reasonable attorney's fees) which may arise out of the use or misuse, unauthorized reuse, alteration, addition to, or transfer of Electronic Files.~~

EXHIBIT G

Special Provisions for Opinions of Probable Construction Costs

GEI's Opinions of Probable Construction Cost provided under this Agreement are made on the basis of GEI's experience and qualifications, and represent GEI's best judgment as an experienced and qualified professional generally familiar with the industry. However, since GEI has no control over the cost of labor, materials, equipment or services furnished by others, or over a contractor's methods of determining prices, or over competitive bidding or market conditions, GEI cannot and does not guarantee that proposals, bids or actual construction costs will not vary from Opinions of Probable Construction Cost prepared by GEI.

If CLIENT wishes greater assurance as to probable construction costs, CLIENT agrees to employ an independent cost estimator.

EXHIBIT H

Special Provisions for Construction Services

In accordance with the scope of services under this Agreement, GEI will provide personnel to observe the specific aspects of construction stated in the Agreement and to ascertain that construction is being performed, in general, in accordance with the approved construction Contract Documents.

- A. ~~GEI cannot provide its opinion on the suitability of any part of the work performed unless GEI's personnel make measurements and observations of that part of the construction. By performing construction observation services, GEI does not guarantee the contractor's work. The contractor will remain solely responsible for the accuracy and adequacy of all construction or other activities performed by the contractor, including: methods of construction; supervision of personnel and construction; control of machinery; false work, scaffolding or other temporary construction aids; safety in, on, or about the job site; and compliance with OSHA and construction safety regulations and any other applicable federal, state, or local laws or regulations.~~
- B. ~~In consideration of any review or evaluation by GEI of the various bidders and bid submissions, and to make recommendations to CLIENT regarding the award of the construction Contract, CLIENT agrees to hold harmless and indemnify GEI for all costs, expenses, damages and attorneys' fees incurred by GEI as a result of any claims, allegations, administrative proceedings, or court proceedings arising out of or relating to any bid protest or such other action taken by any person or entity with respect to the review and evaluation of bidders and bid submissions or recommendations concerning the award of the construction Contract. This paragraph will not apply if GEI is adjudicated by a court to have been solely negligent or to have actually engaged in intentional and willful misconduct without legitimate justification, privilege, or immunity; however, CLIENT will be obligated to indemnify GEI until any such final adjudication by a court of competent jurisdiction.~~

TRANSPORTATION WORK AUTHORIZATION

Type of Work	Culvert Under drain Maintenance
Work to be Performed by	Ishpeming-City
(If not under terms of trunk line maintenance contract give contract number)	
Contract No.	
Location	Business Route at Ready St in The City of Ishpeming
	County

Fiscal Control No.	170062
Division Auth. No.	803865
Control Section No.	
Fed No.	
Job No.	Phase:
Trunk Line No.	BM028
Fed. Item No.	
Signal or Pole No.	
Region	
Division	Maintenance

Estimated Project Cost	Starting Date	Estimated Completion Date	Date Work Completed
	06/05/2017	09/30/2017	
A (1) Labor \$.00 B Materials \$.00 C Equipment \$.00 D Overhead \$ 4,642.00 E Other Subcontract \$ 42,200.00 Telephone Power Dept. of Labor F Less: Salvage Credits G Total Est. Cost \$ 46,842.00 Estimated By Oberstar, Inc Prepared By Dan Robillard	Description of Work to be performed: (All materials incorporated in the work will be accepted on the basis of a visual inspection by a representative of the performing agency. The Department retains the right to sample and test at its option.) work to include the removal and replacement of 2 cross culverts and establishing one more at the same location. This will be a subcontract between the City of Ishpeming and Oberstar Inc of Marquette Mi		

PLEASE NOTE > An overrun of the estimate in excess of 10 percent (except an overrun less than \$100) must either have prior approval of the Authorizing Division or must be accompanied by an explanation outlining unforeseeable difficulties encountered while performing the work which resulted in the overcharge.

Percent	Name of those participating in the Overhead costs	FEDERAL PARTICIPATION ACTION BY FHWA OR
		Approved _____ Date _____ Not Eligible _____ Date _____ See Letter / PR 1240 Dated _____ (attach copy if available) Required only when work is to be performed by direct or contract maintenance forces. Jason Reviewed by DeGrand, PE Date _____ Region Operations Engineer Reviewed by _____ Date _____ Region/TSC/Division
Authorized: By _____ Date _____		

AGY	AY	INDEX NO.	PCA NO.	AGENCY OBJ.	GRANT	PH.	PROJ	PH	AG1	AG2	AG3	AMOUNT
591		50504	12800	3539	OBM028	52				1280	803865	\$ 46,842.00

TRANSPORTATION WORK AUTHORIZATION

INSPECTION AND COMPLETION REPORT

Attach to Performing Agency copy of Work Authorization.

Type of Work	Culvert Under drain Maintenance	Fiscal Control No.	170062
Work to be Performed by	Ishpeming-City	Division Auth. No.	803865
(If not under terms of trunk line maintenance contract, enter contract number)		Control Section No.	
		Fed No.	
		Job No.	Phase:
Location	Business Route at Ready St in The City of Ishpeming	Trunk Line No.	BM028
		Fed. Item No.	
		Signal or Pole No.	
		Region	
Township, city or village	County	Division	Maintenance

WORK COMPLETION AND MATERIALS APPROVAL

The following information is to be supplied by the performing agency upon completion of the work and forwarded to the Region office of the originating Division. If any deviation from work description was necessary, explain in detail under Remarks.

All work specified on this Authorization was completed on _____ (Date).

Signature	Title	Date
-----------	-------	------

Remarks

INSPECTION AND APPROVAL

The following information is to be supplied by the Region/TSC office.

I certify the installation was inspected and approved on _____ (Date) and that the traffic work was in accordance with the authorized work.

Signature	Title	Date
-----------	-------	------

Remarks

18

Cathy Smith

From: DPW Director
Sent: Friday, May 26, 2017 8:03 AM
To: City Manager; Jim Lampman
Cc: Cathy Smith; 'Mike Morissette (mike@superiorpavingmgt.com)'
Subject: N Lakeshore Drive

Mark – I've received two bids for the N Lakeshore paving project. Bacco has not responded.

Superior Paving - \$40,600.00
Payne & Dolan - \$43,748.00

Cost is to hand patch/wedge existing pavement, install butt joints at the north and south end and along the Jubilee parking lot, and install a 1 ½" overlay. This seems like the most affordable repair at this time and could extend the life of the pavement 5-8 years.

My recommendation is to award the project to Superior Paving for \$40,600.00. This would require a budget amendment to the Major Streets fund, utilizing new and unbudgeted revenues from the recent gas tax increase.

I request this be placed on the June agenda so we can try to get it paved before the 4th of July.

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



City of Ishpeming
100 E Division Street
P: 906.486.9371
F: 906.486.9551
e: dpwdirector@ishpemingcity.org
w: www.ishpemingcity.org

The City of Ishpeming is an equal opportunity provider, and employer.

CONFIDENTIALITY NOTICE: The information in this transmittal (including attachments, if any) may be privileged and confidential and is intended only for the recipient(s) listed above. Any review, use, disclosure, distribution or copying of this transmittal, in any form, is prohibited except by or on behalf of the intended recipient. If you have received this transmittal in error, please notify me immediately by reply email and destroy all copies of the transmittal.

FYI:

Excerpt from April 18, 2017 Parks and Rec commission minutes:

PROPOSED RAMBA TRAILHEAD AT HOWARD OIL

Dr. Stephen Piereson made a motion to support RAMBA's proposal to build a trailhead at Howard Oil. The motion was supported by Mr. David Morton and the motion carried unanimously.

Please let me know if you need anything else.

Kate