

AGENDA
ISHPEMING CITY COUNCIL REGULAR MEETING
Wednesday, September 6, 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 (August 9th and Closed Session August 9th)
 - b. Approval of Disbursements (Mayor Juidici and Councilman Skauge)
 - c. Confirm 2017 Form L-4029
 - d. Reappoint Brad Waters and Joseph Pelkola to 3 year terms on Commission on Aging
 - e. Declare library books and various items as surplus
 - f. Confirm Special Event Application and Temporary Liquor License for Brogie's Tavern: September 8th, 28th, and 30th
 - g. Special Event Application: Cyclocross Race: October 14, 2017
 - h. Special Event Application: Out of the Darkness Walk: September 9, 2017
 - i. Special Event Application and Parade Permit for IHS Homecoming: September 22, 2017
8. Monthly Financial Statement Report
9. Rural Development – Water System Improvement Project Draw Three
10. Change Order #2 for Contract 1 for the RD Water System Improvement Project
11. A. Lindberg and Sons Pay Application #2 for Contract III
12. Charter Communications Bill of Sale
13. Uniform Video Service Local Franchise Agreement Amendment
14. Resolution #11-2017, Authorizing 2017 General Obligation Unlimited Tax Bonds
15. 906 Technologies Quote – New Server
16. Schedule Special Council Meeting September for Jasperlite Senior Housing Resolution of Support
17. Old Business
 - a. Power of 10 Pocket Park Maintenance Update
 - b. Ishpeming Housing Authority Discussion
 - c. Zoning Violations: 410-416 Ely Street and 378 W. Division Street
18. New Business
 - a. A. Lindberg and Sons Waste Site Proposals
19. Mayor and Council Reports
20. Manager's Report
21. Attorney's Report
22. Adjournment


Mark Slown, City Manager

2017 Tax Rate Request (This form must be completed and submitted on or before September 30, 2017)

Carefully read the instructions on page 2.

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

This form is issued under authority of MCL Sections 211.24a, 211.34 and 211.34d. Filing is mandatory. Penalty applies.

County(ies) Where the Local Government Unit Levies Taxes	2017 Taxable Value of ALL Properties in the Unit as of 5-22-17
MARQUETTE COUNTY	116,888,813
Local Government Unit Requesting Millage Levy	For LOCAL School Districts: 2017 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties.
CITY OF ISHPEMING	

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2017 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election Charter, etc.	(5) ** 2016 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2017 Current Year "Headlee" Millage Reduction Fraction	(7) 2017 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy *	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized
CHARTER	GEN OP	N/A	15.0000	13.4433	1.0000	13.4433	1.0000	13.4433		13.4433	N/A
ACT 345	RETIREMENT	N/A	N/A	N/A	N/A	N/A	N/A	N/A		1.5300	N/A
CHARTER	PUB IMPROV	N/A	5.0000	4.4810	1.0000	4.4810	1.0000	4.4810		4.4810	N/A
VOTED	FIRE EQUIP	8/17	.9000	N/A	1.0000	.9000	1.0000	.9000		.9000	2028

Prepared by JACKI LYKINS	Telephone Number 906-225-8411	Title of Preparer ASSESSOR	Date 8/22/2017
------------------------------------	---	--------------------------------------	--------------------------

CERTIFICATION: As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24a, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.121(3).

<input checked="" type="checkbox"/> Clerk	Signature <i>Ammie Lepp</i>	Print Name Ammie Lepp	Date 8/22/2017
<input type="checkbox"/> Secretary			
<input type="checkbox"/> Chairperson	Signature <i>Joseph Twine</i>	Print Name Joseph Twine	Date 8/22/17
<input type="checkbox"/> President			

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

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

Local School District Use Only: Complete if requesting millage to be levied. See 31C Bulletin 3 or 2017 for instructions on completing this section.			
Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)			Rate
For Principal Residence, Qualified Ag, Qualified Forest and Industrial Personal			
For Commercial Personal			
For all Other			

7e

Ishpeming Carnegie Public Library

317 N. Main Street, Ishpeming, MI 49849 906.486.4381

MEMO

TO: Mark Slown, City Manager
FROM: Jesse Shirtz, Library Director
DATE: August 7, 2017
RE: Surplus Property

The library has 100 books, a table and chairs, and a wooden shelf to be declared surplus. An itemized list of titles is attached.

Thank you,

Jesse Shirtz

Items to be delcared surplus - August 2017

AUTHOR	TITLE	PUB DATE
Better Homes an	Holiday Crafts Kids Can Make	1987
Dixon	The Disappearing Floor	1986
World Book	Year Book 2012	2012
Cummings	Dictionary of Contemporary American Artists	1982
	PDR for Herbal Medications	2004
	The Johns Hopkins White Papers 2012 Volume 1	2012
	The Johns Hopkins White Papers 2012 Volume 2	2012
	The New York Public Library Business Desk Reference	1998
	Physicians' Desk Reference	2010
ProQuest	Statistical Abstract of the United States 2013	2012
Stephen	The Picture World of Warships	1990
Scott	Moose	1981
American Medic	Family Medical Guide	2004
Marcovitch	Black's Medical Dictionary	2006
	Current Biography (67 volumes)	1943-2011
Gunning	Dream Cars	1990
Distad	Come to the Fair	1977
Collins	First to the Moon	1978
	All About Dinosaurs	1985
Millimaki	Fingerprint Detective	1973
Weiss	How to Run a Railroad	1977
Goor	In the Driver's Seat	1982
Greene	A Trip to the Aquarium	1967
Myers	Sea Creatures Do Amazing Things	1981
	Profiles of Michigan	2006
Stewart	Raising a Hyperactive Child	1973
Stray-Gunderson	Babies with Down Syndrome	1995
McElroy	Children and Adolescents with Mental Illness	1988
Cunningham	Down's Syndrome	1987
Utian	Managing Your Menopause	1990
Rosenthal	The Gynecological Sourcebook	1999
Jovanovic	A Woman Doctor's Guide to Menopause	1993
Buchman	Hysterectomy	1976
Weinstein	Living with Endometriosis	1987

bistro table & 2 chairs

wooden shelf

Surplus Election Equipment

August 31, 2017

The following election equipment is obsolete and no longer needed for City elections:

Item	Quantity	Estimated value
Large black plastic vote containers	5	\$10 each
Large black plastic Automark Containers	2	\$20 each

On behalf of the City staff, please declare these items surplus and authorize the staff to auction them off.

Mark Slown, CM

- 12

CITY OF ISHPEMING

SPECIAL EVENT APPLICATION

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

Organization's

Name Brogie's Tavern LLC

Phone 906-204-9675

Organization Address 106 North 2nd St, Ishpeming MI 49849

Organization's Agent Matthew DeWitt

Phone 906-204-9675

Agent's Title Owner/ Managing Member

Agent's Address 106 North 2nd St, Ishpeming MI 49849

Event Name Bassfest featuring SoDown

Event purpose Concert

Event Dates 9/8/17 - 9/9/17

Event Times 6:00PM 9/8 to 2:00AM 9/9

Event Location Warehouse Showroom, 114 N 2nd St, Ishpeming

1. Type of Event:

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

7/21/15

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

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

Normal Event Schedule _____

Next year's Specific Dates: _____

3. An Event Map ☒ [Is] ☐ [Is Not] attached. If your event will use streets and/or sidewalks (for a parade, run, etc.) or will use multiple locations, please attach a complete map showing the assembly and dispersal locations and the route plan. Also please show any streets or parking lots that you are requesting to be blocked off.

4. Vendors: Food Concessions? ☒ [Yes] ☐ [No] Other vendors? ☒ [Yes] ☐ [No]

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

6. Other Requests: Close 2nd St between Bank and Cleveland as well as the alley behind the
building at 114 N 2nd.

7. CERTIFICATION AND SIGNATURE: I understand and agree on behalf of the sponsoring organization that:

a. A certificate of Insurance must be provided which names the City of Ishpeming as an additional named insured party on the policy.

b. Event organizers and participants will be required to sign Indemnification Agreement forms.

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

d. All liquor vendors must obtain a liquor license for the event which must be approved by the Michigan Liquor Control Commission and must provide the City with a Certificate of Insurance which names the City as an additional named insured on the policy.

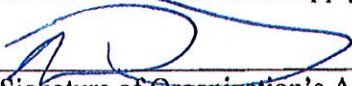
e. The approval of this special event may include additional requirements based on the City's review of this application in accordance with the City's Special Event Policy. The event will be operated in conformance with the written confirmation of approval.

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

7/21/15

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

8/8/17
Date


Signature of Organization's Agent

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

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

CITY OF ISHPEMING

SPECIAL EVENT APPLICATION

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

Organization's

Name Brogie's Tavern LLC

Phone 906-204-9675

Organization Address 106 North 2nd St, Ishpeming, MI 49849

Organization's Agent Matthew DeWitt

Phone 906-204-9675

Agent's Title Owner/ Managing Member

Agent's Address 106 N 2nd St, Apt 2, Ishpeming, MI 49894

Event Name Saliva Returns to the Showroom

Event purpose Concert

Event Dates 9/28/17

Event Times 5:00PM to 12:00 Midnight

Event Location Warehouse Showroom 114 N 2nd, Ishpeming

1. Type of Event:

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

7/21/15

CITY OF ISHPEMING

SPECIAL EVENT APPLICATION

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

Organization's
Name Brogie's Tavern LLC Phone 906-204-9675

Organization Address 106 North 2nd St, Ishpeming MI 49849

Organization's Agent Matthew DeWitt Phone 906-204-9675

Agent's Title Owner/ Managing Member

Agent's Address 106 North 2nd St, Ishpeming MI 49849

Event Name End of the season concert

Event purpose Concert

Event Dates 9/30-10/1/17

Event Times 7:00PM to 2:00AM

Event Location Warehouse Showroom, 114 N 2nd St, Ishpeming

1. Type of Event:

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

7/21/15

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

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

Normal Event Schedule _____

Next year's Specific Dates: _____

3. An Event Map ☒ [Is] ☐ [Is Not] attached. If your event will use streets and/or sidewalks (for a parade, run, etc.) or will use multiple locations, please attach a complete map showing the assembly and dispersal locations and the route plan. Also please show any streets or parking lots that you are requesting to be blocked off.

4. Vendors: Food Concessions? ☒ [Yes] ☐ [No] Other vendors? ☒ [Yes] ☐ [No]

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

6. Other Requests: Close 2nd St between Bank and Cleveland as well as the alley behind the
building at 114 N 2nd.

7. CERTIFICATION AND SIGNATURE: I understand and agree on behalf of the sponsoring organization that:

a. A certificate of Insurance must be provided which names the City of Ishpeming as an additional named insured party on the policy.

b. Event organizers and participants will be required to sign Indemnification Agreement forms.

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

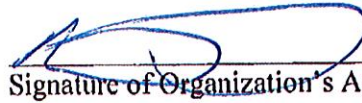
d. All liquor vendors must obtain a liquor license for the event which must be approved by the Michigan Liquor Control Commission and must provide the City with a Certificate of Insurance which names the City as an additional named insured on the policy.

e. The approval of this special event may include additional requirements based on the City's review of this application in accordance with the City's Special Event Policy. The event will be operated in conformance with the written confirmation of approval.

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

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

8/8/17
Date


Signature of Organization's Agent

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

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

7/21/15

CITY OF ISHPEMING

SPECIAL EVENT APPLICATION

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

Organization's
Name RAMBA / UPCROSS Phone 906-361-2488

Organization Address 128 W FAIRBANKS ST

Organization's Agent STALEY KAMBA Phone 906-361-2488

Agent's Title PRESIDENT - UPCROSS OR DANNY WILL
PRESIDENT - RAMBA

Agent's Address SALE 236-2876

Event Name ALL CRAWL CYCLOCROSS RACE

Event purpose RAMBA FUNDRAISER - ALL PROCEEDS GO TO TRAILS.
PART OF 10 RACE CYCLOCROSS SERIES IN MQT, HTH, + LEW. COUNTIES

Event Dates OCTOBER 14, 2017

Event Times 10am - 5pm

Event Location ALQUAAL REC AREA

1. Type of Event:

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

5/19/15

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

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

Normal Event Schedule EVERY FALL

Next year's Specific Dates: SEPT. - OCT. TBD

3. An Event Map [Is] (Is Not) attached. If your event will use streets and/or sidewalks (for a parade, run, etc.) or will use multiple locations, please attach a complete map showing the assembly and dispersal locations and the route plan. Also please show any streets or parking lots that you are requesting to be blocked off.

4. Vendors: Food Concessions? [Yes] (No) Other vendors? [Yes] (No)

5. Event signs: Will this event include the use of signs? (Yes) [No] TEMP BANNERS - DAY OF.

6. Other Requests: USE OF PAVILION, RESTROOMS, PARK ROADS,
FIELDS, TRAILS 6 BARRICADES, 24 CONES, 2 RACE IN
PROGRESS" SIGNS, CLOSE MATHER GATE

7. CERTIFICATION AND SIGNATURE: I understand and agree on behalf of the sponsoring organization that:

a. A certificate of Insurance must be provided which names the City of Ishpeming as an additional named insured party on the policy.

b. Event organizers and participants will be required to sign Indemnification Agreement forms.

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

d. All liquor vendors must obtain a liquor license for the event which must be approved by the Michigan Liquor Control Commission and must provide the City with a Certificate of Insurance which names the City as an additional named insured on the policy.

e. The approval of this special event may include additional requirements based on the City's review of this application in accordance with the City's Special Event Policy. The event will be operated in conformance with the written confirmation of approval.

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

16

CITY OF ISHPEMING

SPECIAL EVENT APPLICATION

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

Organization's Name Marquette County Health Department Phone 906-315-2630

Organization Address 184 US-41 E, Negaunee, MI 49866

Organization's Agent Emily Pratt Phone 906-315-2630

Agent's Title Health Educator

Agent's Address 184 US-41 E, Negaunee, MI 49866

Event Name Marquette County Out of the Darkness Walk

Event purpose Community walk to bring awareness to suicide and raise funds for suicide prevention

Event Dates September 9, 2017

Event Times 9:00am - noon

Event Location Al Quaal Recreation Area

1. Type of Event:

☐ City Operated Event ☐ Co-Sponsored Event

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

☐ Political or Ballot Issue Event

7/21/15

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

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

Normal Event Schedule unsure of 2018 date

Next year's Specific Dates: will re-apply

3. An Event Map [Is] ☐ [Is Not] ☐ attached. If your event will use streets and/or sidewalks (for a parade, run, etc.) or will use multiple locations, please attach a complete map showing the assembly and dispersal locations and the route plan. Also please show any streets or parking lots that you are requesting to be blocked off.

4. Vendors: Food Concessions? ☒ [Yes] ☐ [No] Other vendors? ☒ [Yes] ☐ [No]

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

6. Other Requests: _____

7. CERTIFICATION AND SIGNATURE: I understand and agree on behalf of the sponsoring organization that:

a. A certificate of Insurance must be provided which names the City of Ishpeming as an additional named insured party on the policy.

b. Event organizers and participants will be required to sign Indemnification Agreement forms.

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

d. All liquor vendors must obtain a liquor license for the event which must be approved by the Michigan Liquor Control Commission and must provide the City with a Certificate of Insurance which names the City as an additional named insured on the policy.

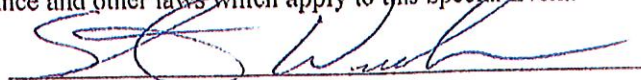
e. The approval of this special event may include additional requirements based on the City's review of this application in accordance with the City's Special Event Policy. The event will be operated in conformance with the written confirmation of approval.

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

7/21/15

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

5-1-17
Date


Signature of Organization's Agent

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

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

7/21/15



71

PARADE PERMIT APPLICATION FORM

I, CARRIE MEYER, an official representative of (Name of Organization) ISHPERING HIGH SCHOOL hereby make application to conduct a parade on (date) FRIDAY, SEPTEMBER 22, 2017. It will begin at 6:00 P.M. and end at 6:30 P.M.
The parade will form at (location) AT THE MIDDLE SCHOOL ON PEARL STREET.
Line of march will be as follows (List Streets and Directions). PEARL STREET EAST TO THIRD STREET, TURN NORTH ON THIRD STREET TO CLEVELAND AVENUE, WEST ON CLEVELAND AVENUE TO FIRST STREET, NORTH ON FIRST STREET TO EMPIRE STREET, WEST ON EMPIRE STREET TO PLAYGROUNDS.

I wish to have parking restricted on the following streets: PEARL STREET (FROM SECOND STREET EAST TO FOURTH STREET).

I wish to have the following intersections blocked: SECOND STREET EAST - THIRD STREET SOUTH AT CLEVELAND - SECOND STREET AND FIRST STREET NORTH AT CLEVELAND - BANK STREET AND HEMATITE DRIVE, CANADA, ELY, HIGH, NORTH, EMPIRE, PINE AND OAK STREETS.

Estimated number of units to be in the parade: 10

Equestrian (horse) units: 0

Number of people provided to monitor the parade: 8

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

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

Signature of Applicant: Carrie Meyer

APPROVED BY:

Chief of Police: _____ City Clerk: _____

CITY OF ISHPEMING

SPECIAL EVENT APPLICATION

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

Organization's
Name Ishpeming High School Phone

Organization Addresses 319 E. Division Street

Organization's Agent Carrie Meyer Phone

Agent's Title Superintendent of Schools

Agent's Address

Event Name 2017 Homecoming

Event purpose Homecoming Parade

Event Dates Friday, September 22, 2017

Event Times 6:00 – 6:30 p.m.

Event Location Begin at Pearl Street end at Playgrounds

1. Type of Event:

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

7/21/15

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

8/8/2017
Date

Carri Meyer
Signature of Organization's Agent

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

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

City of Ishpeming
City Council Meeting Action
Rural Development Water System Improvements - 2017
Third Draw

SUBJECT: Approval of Payments for RD Water System Improvements Project

It was moved by _____
and
seconded by _____
that the City proceed with paying A. Lindberg and Sons, Inc \$460,667.54; GEI
Consultants of Michigan, PC \$12,922.24; The State of Michigan \$400.00; and the
Marquette Mining Journal \$2,912.50.

City Council Member:

<u>Joseph Juidici</u>	_____AYE	_____NAY	_____ABSENT
<u>Justin Koski</u>	_____AYE	_____NAY	_____ABSENT
<u>Karl Lehmann</u>	_____AYE	_____NAY	_____ABSENT
<u>Stuart Skauge</u>	_____AYE	_____NAY	_____ABSENT
<u>Mike Tonkin</u>	_____AYE	_____NAY	_____ABSENT

BY:

Tammie Leece, City Clerk

DATE: September 6, 2017

ESTIMATE OF FUNDS NEEDED
FOR
30-Day Period Commencing
Second Draw

FORM APPROVED
OMB NO. 0575-0015

Name of Borrower City of Ishpeming - RD Water System Improvements

Items	Amount of Funds
Development	\$ 460,667.54
Contract or Job No. <u>I</u>	
Contract or Job No. <u>II</u>	
Contract or Job No.	
Land and Rights-of-Way	
Legal Services	
Engineering Fees	12,922.24
Interest	
Equipment	
Contingencies	3,312.50
Refinancing	
Initial O & M	
Other	
TOTAL	\$ 476,902.28

Prepared by City of Ishpeming

By Joseph Juidici, Mayor

Name of Borrower

Date 9/6/17

Approved by _____

Date _____

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 0575-0015. 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.

**CITY OF ISHPEMING
RD WATER SYSTEM IMPROVEMENTS
BREAKDOWN OF COSTS
ESTIMATE OF FUNDS NEEDED RD FORM 440-11 THIRD DRAW
GEI PROJECT #1508090**

1. Construction

Contract I	\$	<u>432,668.19</u>	(See attached Pay Applic
Contract II	\$	<u>27,999.35</u>	(See attached Pay Applic
MDEQ Notice of Coverage Permit		\$400	(See attached invoice)
Total Construction ==>		\$	<u>461,067.54</u>

2. Basic Engineering (Budget Amount: \$645,000)

Total Resident Engineering ==> \$ 367.26 (See attached invoices)

3. Resident Engineering (Budget Amount: \$630,000)

Total Resident Engineering ==> \$ 12,089.98 (See attached invoices)

4. Other Engineering (Budget Amount: \$110,745.15)

Total Other Engineering ==> \$ 465.00 (See attached invoices)

Total Engineering ==> \$ 12,922.24

5. Advertising

Total Advertising ==> \$ 2,912.50 (See attached invoices)

Total All Categories Second Draw ==> \$ 476,902.28

**CITY OF ISHPEMING
RD WATER SYSTEM IMPROVEMENTS
INVOICE SUMMARY
ESTIMATE OF FUNDS NEEDED RD FORM 440-11 THIRD DRAW
GEI PROJECT #1508090**

1. Construction

Pay App No.	Invoice Date	Invoice Amount	Progress Billing No.	Billed to Date
Contract I - 2	8/22/2017	\$ 432,668.19	2	\$ 618,463.23
Contract II - 2	8/22/2017	\$ 27,999.35	2	\$ 56,499.35
SOM - NOC Permit	7/12/2017	\$ 400.00	1	\$ 400.00

Total Construction==> \$ 460,667.54

2. Basic Engineering (Budget Amount: \$645,000)

Task 1002

Invoice No.	Invoice Date	Invoice Amount	Progress Billing No.	Billed to Date
5003187	8/9/2017	\$ 367.26	22	\$ 644,995.05

Total Billed ==> \$ 367.26

3. Resident Engineering (Budget Amount: \$630,000)

Task 1002

Invoice No.	Invoice Date	Invoice Amount	Progress Billing No.	Billed to Date
5003187	8/9/2017	\$ 12,089.98	22	\$ 27,614.48

Total Billed ==> \$ 12,089.98

4. Other Engineering (Budget Amount: \$110,745.15)

Task 1003

Invoice No.	Invoice Date	Invoice Amount	Progress Billing No.	Billed to Date
5003187	8/9/2017	\$ 465.00	22	\$ 109,887.05

Total Billed ==> \$ 465.00

Total Engineering ==> \$ 12,922.24

5. Advertising

Invoice No.	Invoice Date	Invoice Amount	Progress Billing No.	Billed to Date
70239	7/31/2017	\$ 2,912.50	1	

Total Billed ==> \$ 2,912.50

Change Order No. 2

Date of Issuance:	Effective Date:
Owner: City of Ishpeming	Owner's Contract No.:
Contractor:	Contractor's Project No.:
Engineer: GEI Consultants of Michigan, P.C.	Engineer's Project No.: 1508090
Project: RD Water System Improvements	Contract Name: Contract I

The Contract is modified as follows upon execution of this Change Order:

Description: Add Pay items for multiple Items discovered in field and for different fitting sizes, including 12" storm sewer, sewer bulkheads, 6"x6" tee, and 6" cap for water main.

Attachments: *Contractor Pricing and Change Order Summary*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price:	Original Contract Times:
\$ <u>3,066,628.00</u>	Substantial Completion: <u>October 1, 2018</u>
	Ready for Final Payment: <u>November 14, 2018</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>1</u> :	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>1</u> :
\$ <u>1,329,389.45</u>	Substantial Completion: <u>0</u>
	Ready for Final Payment: <u>0</u>
	days or dates
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ <u>4,396,017.45</u>	Substantial Completion: <u>October 1, 2018</u>
	Ready for Final Payment: <u>November 14, 2018</u> days or dates
[Increase] [Decrease] of this Change Order:	[Increase] [Decrease] of this Change Order:
\$ <u>4,980.00</u>	Substantial Completion: <u>0</u>
	Ready for Final Payment: <u>0</u>
	days or dates
Contract Price Incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ <u>4,400,997.45</u>	Substantial Completion: <u>October 1, 2018</u>
	Ready for Final Payment: <u>November 14, 2018</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>[Signature]</u>	By: _____	By: <u>[Signature]</u>
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Project Manager</u>	Title _____	Title <u>Project Manager</u>
Date: <u>8/22/17</u>	Date _____	Date <u>8/17/17</u>

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

Construction Cost Tracking and Change Orders
City of Espenring - RO Water System Improvements
Contract 1

Item No.	Item Description	Unit	Contract Unit Price	Original Contract Quantity	Original Contract Extension	Previous Contract Quantity	Previous Contract Amount	C.O. #2 Quantity	C.O. #2 Extension	Revised Contract Quantity	Revised Contract Extension
5-1120	Sewer Subhead	EA	\$ 75.00	4	\$ 300.00	0	\$ -	30	\$ 2,250.00	30	\$ 2,250.00
D-01340	12" SDR-35 PVC Storm Sewer Main	LFT	\$ 30.00	5	\$ 150.00	0	\$ -	40	\$ 1,200.00	40	\$ 1,200.00
W-1010	5' x 6' Tee	EACH	\$ 280.00	5	\$ 1,400.00	0	\$ -	31	\$ 720.00	31	\$ 720.00
W-2020	15" Cap	EACH	\$ 135.00	5	\$ 675.00	0	\$ -	61	\$ 810.00	61	\$ 810.00
					\$ 3,065,602.00		\$ 4,395,027.45		\$ 4,980.00		\$ 4,400,597.45



Contractor's Application for Payment No. <u>2</u>	
To City of Ishpeming	Application Period: 7/26/2017 - 8/20/17
(Owner):	Application Date: 8/22/2017
Project: RD Water System Improvements	Via (Engineer): GEI Consultants of Michigan, P.C.
Owner's Contract No.:	Contractor's Project No.: 1508090
	Contract: III
	Contractor's Project No.: 22263.17

Application For Payment
Change Order Summary

Approved Change Orders Number	Additions	Deductions
1. ORIGINAL CONTRACT PRICE		\$ 5565,602.50
2. Net change by Change Orders		\$
3. Current Contract Price (Line 1 ± 2)		\$ 5565,602.50
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)		\$ 53,460.70
5. RETAINAGE:		
a. 5% X \$ 14,986.05 Work Completed		\$ 749.30
b. 5% X \$ 38,474.65 Stored Material		\$ 1,923.73
c. Total Retainage (Line 5a + Line 5b)		\$ 2,673.03
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)		\$ 50,787.66
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)		\$ 13,508.27
8. AMOUNT DUE THIS APPLICATION		\$ 37,279.39
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)		\$ 514,814.84

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: <i>Ray L. Tran</i>	Date: 8/22/2017
------------------------	-----------------

Payment of: \$ 37,279.39	(Line 8 or other - attach explanation of the other amount)
is recommended by: <i>MLH</i>	(Date) 8/22/17
Payment of: \$	(Line 8 or other - attach explanation of the other amount)
is approved by:	(Owner) (Date)
Approved by:	Funding Agency (if applicable) (Date)

**BILL OF SALE
AGREEMENT**

This **Bill of Sale Agreement** ("Agreement") is made this Sept. 6, 2017 (the "Effective Date") by and between Charter Communications Operating, LLC ("Charter"), and the City of Ishpeming, having an address at Ishpeming City Hall, 100 E. Division Street, Ishpeming, MI 49849 ("the City"). In consideration of Charter's donation and delivery of production equipment to the City, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. Disclaimer; The City's Assumption of Liability.

NOTWITHSTANDING ANYTHING IN THIS **BILL OF SALE AGREEMENT** TO THE CONTRARY, THE CITY ACKNOWLEDGES THAT THE EQUIPMENT (See Exhibit A) IS PROVIDED ON AN 'AS IS' BASIS AND CHARTER MAKES NO REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES WITH RESPECT TO THE EQUIPMENT OR ANY RIGHTS THEREIN, WHETHER EXPRESS, IMPLIED, STATUTORY, ORAL OR IN WRITING OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND THE SAME ARE HEREBY EXPRESSLY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CHARTER MAKES NO REPRESENTATION OR WARRANTY AS TO THE RIGHT TO USE ANY OF THE EQUIPMENT AND THE CITY ASSUMES ALL RISK AND LIABILITY WITH RESPECT TO ITS USE OR DISPOSITION OF THE EQUIPMENT. FURTHERMORE, THE CITY ACKNOWLEDGES THAT CHARTER IS NOT RESPONSIBLE FOR THE OPERATION, CARE, MAINTENANCE, OR **TRAINING** ON THE USE OF ANY OF THE PROVIDED PRODUCTION EQUIPMENT.

2

Indemnification. To the fullest extent permitted by law, the City shall indemnify, defend and hold harmless Charter and its affiliates, and its and their respective officers, directors, managers, employees, representatives, licensees, agents, attorneys, successors and assigns (collectively, the "Charter Indemnified Parties") and each of them from and against any and all claims, losses, deficiencies, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) incurred or sustained by any of the Charter Indemnified Parties to the extent arising out of or otherwise in connection with (a) The City's breach or alleged breach of any terms, covenants, representations, warranties, or other obligations or agreements under this **Bill of Sale Agreement**, and/or (b) The City's use or disposition of the Equipment (or any portion thereof). No suit, action or claim to which an indemnification obligation applies hereunder shall be settled without prior written approval of Charter; which approval shall not be unreasonably withheld, conditioned or delayed.

3. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL CHARTER OR ITS AFFILIATES BE RESPONSIBLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER IN CONNECTION WITH THIS **BILL OF SALE** AGREEMENT, REGARDLESS OF WHETHER SUCH DAMAGES ARISE FROM CLAIMS BASED UPON CONTRACT, NEGLIGENCE, TORT (INCLUDING STRICT LIABILITY OR OTHER LEGAL THEORY) OR OTHERWISE AND REGARDLESS OF WHETHER CHARTER WAS ADVISED OR HAD REASON TO KNOW OF THE POSSIBILITY OF INCURRING SUCH DAMAGES IN ADVANCE.

4. Miscellaneous. This **Bill of Sale** Agreement constitutes the entire understanding between Charter and the City and supersedes all other prior and contemporaneous agreements, whether oral or written, pertaining to the subject matter of this **Bill of Sale** Agreement. This **Bill of Sale** Agreement may not be modified or amended, and no provision of this **Bill of Sale** Agreement may be waived, except in writing signed by each of the parties. No failure to exercise or delay in the exercise of a party's rights under this **Bill of Sale** Agreement will constitute a waiver of such rights. In the event that any provision of this Agreement is determined to be invalid or otherwise unenforceable or illegal, this **Bill of Sale** Agreement shall otherwise remain in effect and shall be construed in accordance with its terms as if the invalid or illegal provision were not contained herein. The interpretation, validity and enforcement of this **Bill of Sale** Agreement, and all legal actions brought under or in connection with the subject matter of this **Bill of Sale** Agreement, shall be governed by and construed and interpreted according to the laws of the State of New York (other than any conflicts of law principles that would result in the application of the law of a jurisdiction other than the State of New York). Any legal action brought under or in connection with the subject matter of this **Bill of Sale** Agreement shall be brought exclusively in the United States District Court for the Southern District of New York or, if such court would not have jurisdiction over the matter, then only in a New York State court sitting in the Borough of Manhattan, City of New York. Each party hereby agrees that such courts shall have in personam jurisdiction and venue with respect to such party, and each party hereby submits to the in personam jurisdiction and venue of such courts and waives any objection based on inconvenient forum. IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES THAT THEY EACH WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

The parties have caused this **Bill of Sale** Agreement to be executed by their duly authorized representative on the day and year first written above.

CITY OF ISHPEMING

**CHARTER COMMUNICATIONS
OPERATING, LLC**

BY: _____

BY: _____

NAME: _____

NAME: _____

DATE: _____

DATE: _____

13

ATTACHMENT 2

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

Affected Franchise Agreement(s): City of Ishpeming, MI

Date: 09/06/2017

Type of Change (Check one): ☒ Amended ☐ Termination ☐ Transfer

Current information on record:

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

For Amended Agreement(s):

Agreement that is being Amended: Uniform Video Service Local Franchise Agreement dated May 15, 2017 (see Attachment)

Types of Amendments:

A. Change in Legal Name or assume business name, etc. (Approval from Secretary of State must be attached.)

1. Existing Name:
2. New Name:

B. Change in Principal Business Address or Name of Person Authorized to Receive Notice:

1. New Principal/business office address:

Address 1:	
Address 2:	
City, State, Zip:	
Email:	
Phone:	Fax:

2. New Name and Title of person authorized to receive notice:

Name:	Title:
Address 1:	
Address 2:	
City, State, Zip:	
Email:	

Phone:

Fax:

C. Increase/Decrease in the Territory:

1. Reason for the change:

2. Description of change:

3. List the new unit(s) and unincorporated area(s) to be served under this change:

D. Additional changes (please attach any additional changes that have been made, which have not been previously recorded in this Attachment):

Paragraph VIII. PEG Fees., Subparagraph A. 2., Shall read "At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is 20 cents per subscriber."

For Termination:

Effective date of Termination:

Agreement associated with the Termination:

Identify the number of customers covered by the Agreement being terminated:

Identify the method used to notify the Franchising Entity of the termination of service (Attach a copy of the notification):

For Transfer of Agreement(s):

(A transfer will require the new franchise holder or new controlling parent company to complete the information for the "New Agreement Holder")

Name of Current Franchise Holder:

Contact Name:

Address 1:

Address 2:

City, State, Zip:

Email:

Phone:

Fax:

Federal I.D. No. (FEIN):

ATTACHMENT

Name of New Franchise Holder or controlling parent company as applicable:	
Contact Name:	
Address 1:	
Address 2:	
City, State, Zip:	
Email:	
Phone:	Fax:
Federal I.D. No. (FEIN):	
Email:	

Company executive officers:

Name(s):
Title(s):
Person(s) authorized to represent the company before the Franchising Entity and the Commission:

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

--

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

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

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

Explain the transaction that defines the transferee as a successor in interest (Attachments are acceptable):

Effective date of Transfer:
(Per 2006 Public Act 480: A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer)
Agreement associated with the Transfer:

For All Applications:

Verification
(Provider)

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

Name and Title (printed):	President Operations
Signature:	Date:

(Franchising Entity)

City of Ishpeming, a Michigan municipal corporation

By _____
Joe Juidici
Print Name
Mayor
Title
Address
100 East Division Street
City, State, Zip
Ishpeming, MI 49849
Phone
906-485-1091
Fax
906-906-485-6246
Email
citymanager@ishpemingcity.org
Date
09/06/2017

ATTACHMENT 2

14

**RESOLUTION #11-2017, AUTHORIZING
2017 GENERAL OBLIGATION UNLIMITED TAX BONDS**

**City of Ishpeming
County of Marquette, State of Michigan**

Minutes of a regular meeting of the City Council of the City of Ishpeming, County of Marquette, State of Michigan (the "City"), held on September 6, 2017, at 7:00 o'clock p.m., prevailing Eastern Time.

PRESENT: Members: _____

ABSENT: Members: _____

The following preamble and resolution were offered by Member _____ and supported by Member _____:

WHEREAS, the qualified electors of the City of Ishpeming, County of Marquette, State of Michigan (the "City"), at the election duly called and held on August 8, 2017, did by more than the required majority of those voting approve the following proposition:

Fire Equipment Bond Proposal

Shall the City of Ishpeming, Marquette County, Michigan, borrow the principal sum of not to exceed Eight Hundred Fifty Thousand dollars (\$850,000) and issue its general obligation unlimited tax bonds payable over twelve (12) years from date of issuance, to be used by the City for the purpose of paying the cost of acquiring and installing equipment for the fire department? The estimated millage to be levied in 2017 is 0.90 mill (\$.90 per \$1,000 of taxable value) and the estimated simple average annual millage rate required to retire the bond is 0.85 mill (\$.85 per \$1,000 of taxable value).

WHEREAS, it is the determination of the City Council that unlimited tax general obligation bonds in the principal amount of not to exceed Eight Hundred Fifty Thousand Dollars (\$850,000) be issued pursuant to the above proposition for the purpose described in the above proposition (the "Project").

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Authorization of Bonds; Bond Terms. Bonds of the City designated 2017 General Obligation Unlimited Tax Bonds (the "Bonds") are authorized to be issued in the aggregate

principal sum of not to exceed Eight Hundred Fifty Thousand Dollars (\$850,000) for the purpose of paying part of the cost of the Project and paying the costs incidental to the issuance, sale and delivery of the Bonds. The issue shall consist of bonds in fully-registered form of the denomination of \$5,000, or multiples thereof not exceeding for each maturity the maximum principal amount of that maturity, numbered consecutively in order of registration, dated as of the date of delivery. The Bonds shall bear interest, mature and be payable at the times and in the manner set forth in Sections 6 and 7 hereof.

The Bonds shall be sold at a price not less than 100% or more than 105% of the principal amount thereof.

The Bonds shall be subject to redemption prior to maturity in the manner and at the times and prices set forth in Sections 6 and 7 hereof and if term bonds are selected by the original purchaser of the bonds, then the bonds will be subject to mandatory redemption in accordance with the foregoing maturity schedule at par.

Interest shall be payable to the registered owner of record as of the 15th day of the month prior to the payment date for each interest payment. The record date of determination of registered owner for purposes of payment of interest as provided in this paragraph may be changed by the City to conform to market practice in the future. Interest shall be payable by check or draft drawn by the Transfer Agent (as hereinafter defined), and mailed to the registered owner at the registered address as shown on the registration books of the City maintained by the Transfer Agent. The principal of the Bonds shall be payable upon presentation and surrender to the Transfer Agent.

A bank or trust company located in Michigan and qualified to act as bond registrar, paying agent and transfer agent shall be appointed to serve as bond registrar, paying agent and transfer agent (the "Transfer Agent") for the issue. The City Manager and Finance Director are each hereby authorized to select and appoint the Transfer Agent. The City Manager and Finance Director are each hereby authorized to execute one or more agreements with the Transfer Agent on behalf of the City. The City reserves the right to replace the Transfer Agent at any time upon written notice to the registered owners of record of the Bonds not less than sixty (60) days prior to an interest payment date. If acceptable to the purchaser of the Bonds, the City Treasurer may also act as the Transfer Agent for the Bonds.

The Bonds may be issued in book-entry-only form through The Depository Trust Company in New York, New York ("DTC") and the City Manager and Finance Director are each authorized to execute such custodial or other agreement with DTC as may be necessary to accomplish the issuance of the Bonds in book-entry-only form and to make such changes in the Bond Form within the parameters of this resolution as may be required to accomplish the foregoing.

2. Execution of Bonds. The Bonds of this issue shall be executed in the name of the City with the manual or facsimile signatures of the Mayor and City Clerk and shall have the seal of the City, or a facsimile thereof, printed or impressed on the Bonds. No Bond executed by facsimile signatures shall be valid until authenticated by an authorized officer or representative of the Transfer Agent. The Bonds shall be delivered to the Transfer Agent for authentication and be delivered by the Transfer Agent to the purchaser or other person in accordance with instructions from the City Manager or Finance Director upon payment of the purchase price for the Bonds in

accordance with the bid therefor when accepted.

3. Transfer of Bonds. The Transfer Agent shall keep the books of registration for this issue on behalf of the City. Any Bond may be transferred upon such registration books by the registered owner of record, in person or by the registered owner's duly authorized attorney, upon surrender of the Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Transfer Agent. Whenever any Bond or Bonds shall be surrendered for transfer, the City shall execute and the Transfer Agent shall authenticate and deliver a new Bond or Bonds, for like aggregate principal amount. 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.

Unless waived by any registered owner of Bonds to be redeemed, official notice of redemption shall be given by the Transfer Agent on behalf of the City. Such notice shall be dated and shall contain at a minimum the following information: original issue date; maturity dates; interest rates; CUSIP numbers, if any; certificate numbers (and in the case of partial redemption) the called amounts of each certificate; the place where the Bonds called for redemption are to be surrendered for payment; and that interest on the Bonds or portions thereof called for redemption shall cease to accrue from and after the redemption date.

In addition, further notice shall be given by the Transfer Agent in such manner as may be required or suggested by regulations or market practice at the applicable time, but no defect in such further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed herein.

4. Unlimited Tax Pledge; Debt Retirement Fund; Defeasance of Bonds. The City Treasurer is authorized and directed to open a depository account with a bank or trust company designated by the City Council, to be designated 2017 GENERAL OBLIGATION UNLIMITED TAX BONDS, DEBT RETIREMENT FUND (the "Debt Retirement Fund"), the moneys to be deposited into the Debt Retirement Fund to be specifically earmarked and used solely for the purpose of paying principal of and interest on the Bonds as they mature. The City hereby pledges its unlimited tax full faith and credit for the prompt payment of the Bonds. All proceeds from taxes levied for the Debt Retirement Fund shall be deposited into the Debt Retirement Fund as collected. Commencing with the year 2018, there shall be levied upon the tax rolls of the City for the purpose of the Debt Retirement Fund each year, in the manner required by the provisions of Act 34, Public Acts of Michigan, 2001, as amended, an amount sufficient so that the estimated collection therefrom will be sufficient to promptly pay, when due, the principal of and interest on the Bonds becoming due prior to the next annual tax levy; provided, however, that if at the time of making any such annual tax levy there shall be other funds available or surplus moneys on hand in the Debt Retirement Fund for the payment of principal of and interest on the Bonds, then credit therefor may be taken against such annual levy for the Debt Retirement Fund.

In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay at maturity or irrevocable call for earlier optional redemption, the principal of, premium, if any,

and interest on the Bonds, shall be deposited in trust, this resolution shall be defeased and the owners of the Bonds shall have no further rights under this resolution except to receive payment of the principal of, premium, if any, and interest on the Bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange Bonds as provided herein.

5. Construction Fund; Proceeds of Bond Sale. The City Treasurer is authorized and directed to open a separate depository account with a bank or trust company designated by the City Council, to be designated 2017 GENERAL OBLIGATION UNLIMITED TAX BONDS, CONSTRUCTION FUND (the "Construction Fund") and deposit into said Construction Fund the proceeds of the Bonds less accrued interest, if any, which shall be deposited into the Debt Retirement Fund. The moneys in the Construction Fund shall be used solely to pay the costs of the Project and the costs of issuance of the Bonds.

6. Bond Form. The Bonds shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF MARQUETTE

CITY OF ISHPEMING

2017 GENERAL OBLIGATION UNLIMITED TAX BOND

Interest <u>Rate</u>	Maturity <u>Date</u>	Date of <u>Original Issue</u>	<u>CUSIP</u>
	May 1, _____	_____, 2017	

Registered Owner:

Principal Amount: _____ Dollars

The City of Ishpeming, County of Marquette, State of Michigan (the "City"), acknowledges itself to owe and for value received hereby promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, in lawful money of the United States of America, on the Maturity Date specified above, unless prepaid prior thereto as hereinafter provided, with interest thereon (computed on the basis of a 360-day year consisting of twelve 30-day months) from the Date of Original Issue specified above or such later date to which interest has been paid, until paid, at the Interest Rate per annum specified above, first payable on May 1, 2018 and semiannually thereafter. Principal of this bond is payable at the designated office of _____, _____, Michigan, or such other transfer agent as the City may hereafter designate by notice mailed to the registered owner not less than sixty (60) days prior to any interest payment date (the "Transfer Agent"). Interest on this bond is payable to the registered owner of record as of the fifteenth (15th) day of the month preceding the interest payment date as shown on the registration books of the City kept by the Transfer Agent by check or draft mailed to the registered owner of record at the registered address. For prompt payment of this bond, both principal and interest, the full faith, credit and resources of the City are hereby irrevocably pledged.

This bond is one of a series of bonds aggregating the principal sum of \$_____, issued for the purposes of (i) paying the cost of acquiring and installing equipment for the fire department and (ii) paying costs incidental to the issuance of the bonds in pursuance of a vote of the qualified electors of the City voting thereon at an election duly called and held on August 8, 2017.

Bonds of this issue maturing in the years 2018 to 2024, inclusive, shall not be subject to redemption prior to maturity. Bonds or portions of bonds of this issue in multiples of \$5,000 maturing in the year 2025 and thereafter shall be subject to redemption prior to maturity, at the option of the City, in any order of maturity and by lot within any maturity, on any date on or after May 1, 2024, at par and accrued interest to the date fixed for redemption.

[Insert Term Bond provisions, if necessary]

In case less than the full amount of an outstanding bond is called for redemption, the Transfer Agent, upon presentation of the bond called in part for redemption, shall register, authenticate and deliver to the registered owner of record a new bond in the principal amount of the portion of the original bond not called for redemption.

Notice of redemption shall be given to the registered owner of any bond or portion thereof called for redemption by mailing of such notice not less than thirty (30) days prior to the date fixed for redemption to the registered address of the registered owner of record. A bond or portion thereof so called for redemption shall not bear interest after the date fixed for redemption, whether presented for redemption or not, provided funds are on hand with the Transfer Agent to redeem said bond or portion thereof.

This bond is transferable only upon the registration books of the City kept by the Transfer Agent by the registered owner of record in person, or by the registered owner's attorney duly authorized in writing, upon the surrender of this bond together with a written instrument of transfer satisfactory to the Transfer Agent duly executed by the registered owner or the registered owner's attorney duly authorized in writing, and thereupon a new registered bond or bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the resolution authorizing this bond and upon the payment of the charges, if any, therein prescribed.

This bond is payable out of the City's Debt Retirement Fund for this issue and in order to make such payment, the City is required each year to levy taxes on all taxable property within the boundaries of the City for such payment, without limitation as to either rate or amount.

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 and the series of bonds of which this is one, exist and have been done and performed in regular and due form and time as required by law, and that the total indebtedness of the City, including this bond and the series of bonds of which this is one, does not exceed any constitutional, statutory or charter debt limitation.

This bond is not valid or obligatory for any purpose until the Transfer Agent's Certificate of Authentication on this bond has been executed by the Transfer Agent.

IN WITNESS WHEREOF, the City of Ishpeming, by its City Council, has caused this bond to be signed in the name of the City by the facsimile signatures of its Mayor and City Clerk and a facsimile of its corporate seal to be printed hereon, all as of the Date of Original Issue.

CITY OF ISHPEMING
County of Marquette
State of Michigan

(SEAL)

By: _____
Its: Mayor

By: _____
Its: City Clerk

(Form of Transfer Agent's Certificate of Authentication)

DATE OF AUTHENTICATION:

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the within-mentioned resolution.

_____, Michigan
Transfer Agent

By: _____
Authorized Signatory

[Bond printer to insert form of assignment]

7. Notice of Sale. The City Clerk is authorized to fix a date of sale for the Bonds and to publish a notice of sale of the Bonds in ***The Bond Buyer***, New York, New York, which notice of sale shall be in substantially the following form:

OFFICIAL NOTICE OF SALE

\$850,000*

CITY OF ISHPEMING
COUNTY OF MARQUETTE, STATE OF MICHIGAN
2017 GENERAL OBLIGATION UNLIMITED TAX BONDS

**Subject to adjustment as set forth in this Notice of Sale*

SEALED BIDS Signed bids for the purchase of the above bonds will be received by the City Manager at City Hall, 100 East Division Street, Ishpeming, Michigan 49849 on _____, the ____ day of _____ 2017, until ____:____.m., prevailing Eastern Time, at which time and place said bids will be publicly opened and read. Bids will also be received simultaneously and publicly opened and read at the Municipal Advisory Council of Michigan (the "MAC"), Buhl Building, 535 Griswold, Suite 1850, Detroit, Michigan 48226.

FAXED BIDS: Signed bids may be submitted by fax to the MAC at (313) 963-0943; provided that faxed bids must arrive before the time of sale and the bidder bears all risks of transmission failure.

ELECTRONIC BIDS: Electronic bids will also be received on the same date and until the same time by Bidcomp/Parity as agent of the undersigned. Further information about Bidcomp/Parity, including any fee charged, may be obtained from Bidcomp/Parity, Anthony Leyden or CLIENT SERVICES, 1359 Broadway, Second Floor, New York, New York 10010, (212) 849-5021. IF ANY PROVISION OF THIS NOTICE OF SALE SHALL CONFLICT WITH INFORMATION PROVIDED BY BIDCOMP/PARITY, AS THE APPROVED PROVIDER OF ELECTRONIC BIDDING SERVICES, THIS NOTICE SHALL CONTROL.

Bidders may choose any means or location to present bids but a bidder may not present a bid in more than one location or by more than one means.

BOND DETAILS: The bonds will be registered bonds of the denomination of \$5,000 or multiples thereof not exceeding for each maturity the maximum principal amount of that maturity, originally dated as of the date of initial delivery, numbered in order of registration, and will bear interest from their date payable on May 1, 2018, and semiannually thereafter.

The bonds will mature on the 1st day of May in each of the years, as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2018	\$60,000	2022	\$70,000	2026	\$75,000
2019	60,000	2023	70,000	2027	75,000
2020	65,000	2024	70,000	2028	80,000
2021	65,000	2025	75,000	2029	85,000

*ADJUSTMENT OF TOTAL PAR AMOUNT OF BONDS AND PRINCIPAL

MATURITIES: The City reserves the right to decrease the aggregate principal amount of the bonds after receipt of the bids and prior to final award, if necessary, so that the purchase price of the bonds will provide an amount determined by the City to be sufficient to construct the project and to pay costs of issuance of the bonds. The adjustments, if necessary, will be in increments of \$5,000. The purchase price will be adjusted proportionately to the increase or decrease in issue size, but the interest rates specified by the successful bidder for all maturities will not change. The successful bidder may not withdraw its bid as a result of any changes made within these limits.

*ADJUSTMENT TO PURCHASE PRICE: Should any adjustment to the aggregate principal amount of the bonds be made by the City, the purchase price of the bonds will be adjusted by the City proportionally to the adjustment in principal amount of the bonds. The adjusted purchase price will reflect changes in the dollar amount of the underwriter's discount and original issue discount/premium, if any, but will not change the per-bond underwriter's discount as calculated from the bid and initial reoffering prices.

INTEREST RATE AND BIDDING DETAILS: The bonds shall bear interest at a rate or at rates not exceeding 5% per annum, to be fixed by the bids therefor, expressed in multiples of 1/8th or 1/100th of 1%, or both. The interest on any one bond shall be at one rate only and all bonds maturing in any one year must carry the same interest rate. THE INTEREST RATE FOR EACH SERIAL OR TERM BOND MATURITY SHALL BE EQUAL TO OR GREATER THAN THE PRECEDING SERIAL OR TERM BOND MATURITY. The difference between the highest and lowest interest rates bid shall not exceed 3% per annum. No proposal for the purchase of less than all of the bonds or at a price less than 100% or more than 105% of their par value, will be considered.

PRIOR REDEMPTION OF BONDS: Bonds maturing in the years 2018 to 2024 inclusive, shall not be subject to redemption prior to maturity. Bonds or portions of bonds in multiples of \$5,000 maturing in the year 2025 and thereafter shall be subject to redemption prior to maturity, at the option of the City, in any order of maturity and by lot within any maturity, on any date on or after May 1, 2024, at par and accrued interest to the date fixed for redemption.

In case less than the full amount of an outstanding bond is called for redemption, the transfer agent, upon presentation of the bond called for redemption, shall register, authenticate and deliver to the registered owner of record a new bond in the principal amount of the portion of the original bond not called for redemption.

Notice of redemption shall be given to the registered owner of any bond or portion thereof called for redemption by mailing of such notice not less than thirty (30) days prior to the date fixed for redemption to the registered address of the registered owner of record. A bond or portion thereof so called for redemption shall not bear interest after the date fixed for redemption provided funds are on hand with the transfer agent to redeem said bond or portion thereof.

TERM BOND OPTION: The initial purchaser of the bonds may designate any one or more maturities from May 1, 2018 through the final maturity as term bonds and the consecutive maturities on or after the year 2018 which shall be aggregated in the term bonds. The amounts of the maturities which are aggregated in a designated term bond shall be subject to mandatory redemption on May 1 of the years and in the amounts set forth in the above maturity schedule at a

redemption price of par, plus accrued interest to the date of mandatory redemption. Term bonds or portions thereof mandatorily redeemed shall be selected by lot. Any such designation must be made at the time bids are submitted and must be listed on the bid.

BOOK-ENTRY-ONLY: The bonds will be issued in book-entry-only form as one fully registered bond per maturity and will be registered in the name of Cede & Co., as bondholder and nominee for The Depository Trust Company ("DTC"), New York, New York. DTC will act as securities depository for the bonds. Purchase of the bonds will be made in book-entry-only form, in the denomination of \$5,000 or any multiple thereof. Purchasers will not receive certificates representing their interest in bonds purchased. It will be the responsibility of the purchaser to obtain DTC eligibility. Failure of the purchaser to obtain DTC eligibility shall not constitute cause for a failure or refusal by the purchaser to accept delivery of and pay for the bonds.

TRANSFER AGENT AND REGISTRATION: Principal shall be payable at the principal corporate trust office of _____, _____, Michigan, or such other transfer agent as the City may hereafter designate by notice mailed to the registered owner of record not less than 60 days prior to an interest payment date. Interest shall be paid by check mailed to the registered owner of record as shown on the registration books of the City as of the 15th day prior to an interest payment date. The bonds will be transferred only upon the registration books of the City kept by the transfer agent.

PURPOSE AND SECURITY: The bonds were authorized at an election held on August 8, 2017 for the purposes of (i) paying the cost of acquiring and installing equipment for the fire department and (ii) paying costs incidental to the issuance of the bonds. The bonds will pledge the full faith and credit of the City for payment of the principal and interest thereon and will be payable from ad valorem taxes which may be levied without limitation as to rate or amount. The rights or remedies of bondholders may be affected by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors' rights generally now existing or hereafter enacted and by the application of general principles of equity including those relating to equitable subordination.

AWARD OF BONDS: The bonds will be awarded to the bidder whose bid produces the lowest true interest cost determined in the following manner: the lowest true interest cost will be the single interest rate (compounded on May 1, 2018 and semi-annually thereafter) necessary to discount the debt service payments from their respective payment date to _____, 2017, in an amount equal to the price bid, excluding accrued interest. Each bidder shall state in its bid the true interest cost to the City, computed in the manner specified above.

TAX MATTERS: In the opinion of Miller, Canfield, Paddock and Stone, P.L.C., bond counsel, under existing law, assuming compliance with certain covenants and the issue price rules set forth below, interest on the bonds is excludable from gross income for federal income tax purposes as described in the opinion, and the bonds and interest thereon are exempt from all taxation by the State of Michigan or any taxing authority within the State of Michigan except inheritance and estate taxes and taxes on gains realized from the sale, payment or other disposition thereof.

ISSUE PRICE: The winning bidder shall assist the City in establishing the issue price of

the bonds and shall execute and deliver to the City at closing an “issue price” or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the bonds, substantially in the form of either Certificate 2 (if the 10% Test, as defined below, applies) or Certificate 5 (if the Competitive Sale Requirements, as defined below, are met) published by the National Association of Bond Lawyers in May 2017, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the City and Bond Counsel.

The City intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining “competitive sale” for purposes of establishing the issue price of the bonds) will apply to the initial sale of the bonds (the “Competitive Sale Requirements”) because:

- a. the City is disseminating this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- b. all bidders shall have an equal opportunity to bid;
- c. the City anticipates receiving bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- d. the City anticipates awarding the sale of the bonds to the bidder who submits a firm offer to purchase the bonds at the lowest true interest cost, as set forth in this Notice of Sale.

Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the bonds, as specified in the bid.

In the event that all of the Competitive Sale Requirements are not satisfied, the City shall so advise the winning bidder. The City shall treat the first price at which 10% of a maturity of the bonds (the “10% Test”) is sold to the public as the issue price of that maturity, applied on a maturity-by-maturity basis. The winning bidder shall advise the City if any maturity of the bonds satisfies the 10% test as of the date and time of the award of the bonds. The City will not require bidders to comply with the “hold-the-offering-price rule” and therefore does not intend to use the initial offering price to the public as of the sale date of any maturity of the bonds as the issue price of that maturity. Bids will not be subject to cancellation in the event that the competitive sale requirements are not satisfied. Bidders should prepare their bids on the assumption that all of the maturities of the bonds will be subject to the 10% Test in order to establish the issue price of the bonds.

If the Competitive Sale Requirements are not satisfied, then until the 10% Test has been satisfied as to each maturity of the bonds, the winning bidder agrees to promptly report to the City the prices at which the unsold bonds of that maturity have been sold to the public. That reporting obligation shall continue, whether or not the closing date has occurred, until the 10% Test has been satisfied as to the bonds of that maturity or until all Securities of that maturity have been sold.

By submitting a bid, each bidder confirms that:

- a. any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to report the prices at which it sells to the public the unsold bonds of each maturity allotted to it until it is notified by the winning bidder that either the 10% Test has been satisfied as to the bonds of that maturity or all bonds of that maturity have been sold to the public, if and for so long as directed by the winning bidder and as set forth in the related pricing wires; and
- b. any agreement among underwriters relating to the initial sale of the bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to report the prices at which it sells to the public the unsold bonds of each maturity allotted to it until it is notified by the winning bidder or such underwriter that either the 10% Test has been satisfied as to the bonds of that maturity or all bonds of that maturity have been sold to the public, if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires.

Sales of any bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

- a. “public” means any person other than an underwriter or a related party,
- b. “underwriter” means (A) any person that agrees pursuant to a written contract with the City (or with the lead Underwriter to form an underwriting syndicate) to participate in the initial sale of the bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the bonds to the public);
- c. a purchaser of any of the bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and
- d. “sale date” means the date that the bonds are awarded by the City to the winning bidder.

QUALIFIED TAX-EXEMPT OBLIGATIONS: The City has designated the bonds as “qualified tax-exempt obligations” for purposes of the deduction of interest expense by financial institutions pursuant to the Code.

LEGAL OPINION: Bids shall be conditioned upon the approving opinion of Miller, Canfield, Paddock and Stone, P.L.C., attorneys of Detroit, Michigan, a copy of which opinion will be furnished without expense to the purchaser of the bonds at the delivery thereof. The fees of Miller, Canfield, Paddock and Stone, P.L.C. for services rendered in connection with such approving opinion are expected to be paid from bond proceeds. Except to the extent necessary to issue its approving opinion as to validity of the above bonds, Miller, Canfield, Paddock and Stone, P.L.C. has not been requested to examine or review and has not examined or reviewed any financial documents, statements or materials that have been or may be furnished in connection with the authorization, issuance or marketing of the bonds, and accordingly will not express any opinion with respect to the accuracy or completeness of any such financial documents, statements or materials. In submitting a bid for the bonds, the bidder agrees to the representation of the City by Miller, Canfield, Paddock and Stone, P.L.C., as bond counsel.

DELIVERY OF BONDS: The City will furnish bonds ready for execution at its expense. Bonds will be delivered without expense to the purchaser through DTC in New York, New York, or such other place to be agreed upon. The usual closing documents, including a certificate that no litigation is pending affecting the issuance of the bonds, will be delivered at the time of delivery of the bonds. If the bonds are not tendered for delivery by twelve o’clock noon, prevailing Eastern Time, on the 45th day following the date of sale, or the first business day thereafter if said 45th day is not a business day, the successful bidder may on that day, or any time thereafter until delivery of the bonds, withdraw its proposal by serving notice of cancellation, in writing, on the undersigned. Payment for the bonds shall be made in Federal Reserve Funds. Accrued interest to the date of delivery of the bonds shall be paid by the purchaser at the time of delivery.

CUSIP NUMBERS: It is anticipated that CUSIP identification numbers will be printed on the bonds, but neither the failure to print such numbers on any bonds nor any error with respect thereto shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for the bonds in accordance with terms of the purchase contract. All expenses in relation to the printing of CUSIP numbers on the bonds shall be paid for by the City; provided, however, that the CUSIP Service Bureau charge for the assignment of such numbers shall be the responsibility of and shall be paid for by the purchaser.

NO CONTINUING DISCLOSURE: Due to the size of the bond issue the City will not provide a continuing disclosure undertaking with respect to these bonds.

NO OFFICIAL STATEMENT: Due to the size of the bond issue the City will not provide an official statement with respect to these bonds.

NO RATING: The City did not request a rating on the bonds.

BOND INSURANCE AT PURCHASER’S OPTION: If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of the bidder/purchaser, the purchase of any such insurance policy or the issuance of any such

commitment shall be at the option and expense of the purchaser of the Bonds. Any and all increased costs of issuance of the Bonds resulting from such purchase of insurance shall be paid by the purchaser, except that if the City has requested and received a rating on the Bonds from a rating agency, the City shall pay the fee for the requested rating. Any other rating agency fees shall be the responsibility of the purchaser. FAILURE OF THE MUNICIPAL BOND INSURER TO ISSUE THE POLICY AFTER THE BONDS HAVE BEEN AWARDED TO THE PURCHASER SHALL NOT CONSTITUTE CAUSE FOR FAILURE OR REFUSAL BY THE PURCHASER TO ACCEPT DELIVERY OF THE BONDS FROM THE CITY.

BIDDER CERTIFICATION: NOT "IRAN-LINKED BUSINESS" By submitting a bid, the bidder shall be deemed to have certified that it is not an "Iran-Linked Business" as defined in Act 517 Michigan Public Acts of 2012, being MCL 129.311 et. seq.

REGISTERED MUNICIPAL ADVISORS: Further information relating to the bonds may be obtained from PFM Financial Advisors LLC, 555 Briarwood Circle, Suite 333, Ann Arbor, Michigan 48108. Telephone: (734) 994-9700.

ENVELOPES containing the bids should be plainly marked "Proposal for 2017 General Obligation Unlimited Tax Bonds."

THE RIGHT IS RESERVED TO REJECT ANY AND ALL BIDS.

Tammie Leece
City Clerk
City of Ishpeming

9. Useful Life of Project. The estimated period of usefulness of the Project is hereby declared to be not less than twelve (12) years.

10. Tax Covenant; Qualified Tax-Exempt Obligations. The City shall, to the extent permitted by law, take all actions within its control necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code"), including, but not limited to, actions relating to any required rebate of arbitrage earnings and the expenditures and investment of Bond proceeds and moneys deemed to be Bond proceeds. The City hereby designates the Bonds as "qualified tax-exempt obligations" for purposes of deduction of interest expense by financial institutions pursuant to the Code.

11. Authorization of Other Actions. The City Manager and Finance Director are each hereby authorized to adjust the final Bond details set forth herein to the extent necessary or convenient to complete the transaction authorized herein, and in pursuance of the foregoing is authorized to exercise the authority and make the determinations authorized pursuant to Section 315(1)(d) of Act 34, Public Acts of Michigan, 2001, as amended, including but not limited to, determinations regarding interest rates, prices, discounts, maturities, principal amounts, denominations, dates of issuance, interest payment dates, redemption rights, series designation, the place of delivery and payment, and other matters within the parameters described in this resolution. The City Manager and Finance Director are authorized and directed to take all other actions necessary or advisable, and to make such other filings with any parties, including the Michigan Department of Treasury, to enable the sale and delivery of the Bonds as contemplated herein.

12. Award of Sale of Bonds. The City Manager and Finance Director are each hereby authorized on behalf of the City to award the sale of the Bonds to the bidder whose bid meets the requirements of law and which produces the lowest true interest cost to the City computed in accordance with the terms of the Official Notice of Sale as published. If fewer than three (3) bids are received from Underwriters (as defined by the Code) at the time set for sale, the City may reject all bids and carry out a negotiated sale to comply with the regulations of Treas. Reg. § 1.148-1(f).

13. Bond Counsel. The City hereby appoints Miller, Canfield, Paddock and Stone, P.L.C. as bond counsel with respect to the Bonds, notwithstanding Miller Canfield's periodic representation in unrelated matters of potential parties to the Bonds.

14. Financial Advisor. The City hereby appoints PFM Financial Advisors, LLC to act as financial advisor with respect to the Bonds.

15. Rescission. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

AYES: Members: _____

NAYS: Members: _____

RESOLUTION DECLARED ADOPTED.

Tammie Leece
City Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Ishpeming, County of Marquette, State of Michigan, at a regular meeting held on September 6, 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.

Tammie Leece
City Clerk

29762234.2\043278-00010



906 Technologies

Estimate

Estimate Number: 350

Payment Terms:
Expiration Date: 09/15/2017

15

Estimate Prepared For

Jim Lampman
City of Ishpeming
100 E. Division St
Ishpeming, MI 49849
Phone: (906) 485-1091
financedirector@ishpemingcity.org

Estimate Prepared By

Andrew Kruger
906 Technologies
161 County Road 492
Marquette, MI 49855
United States
Phone: (906) 226-2906
Fax: 906-273-1513
Andrew@906technologies.com

Item#	Quantity	Item	Unit Price	Adjusted Unit Price	Extended Price
One-Time Items					
1)	1	HP Proliant ML350 G9 Intel Xeon E5-2640 2.4 GHz Deca-Core 16GB RAM Installed	\$2,762.06	\$2,762.06	\$2,762.06
2)	3	HP 1.2TB 10k RPM	\$622.62	\$622.62	\$1,867.86
3)	3	Samsung 850 EVO 500GB SSD	\$178.07	\$178.07	\$534.21
4)	1	Windows Server 2016 Standard	\$802.70	\$802.70	\$802.70
5)	8	Labor	\$75.00	\$75.00	\$600.00
One-Time Total					\$6,566.83
Subtotal					\$6,566.83
Total Taxes					\$0.00
Total					\$6,566.83

Authorizing Signature _____

Date _____

Past Due Accounts and Collection Costs Overdue shall be subject to a monthly finance charge. In addition, customer shall reimburse all costs and expenses for attorney's fees incurred in collecting any amounts past due.

All labor hours and parts are estimates and are subject to change.

17(a)



102 W. Washington Street, #232
Marquette, MI 49855
906-235-2923
Ironoreheritage.com

August 24, 2017

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

CITY OF ISHPERING
AUG 28 2017
RECEIVED

Dear Mr. Slown and City Commissioners:

We received your request for the Iron Ore Heritage Recreation Authority to take on the maintenance of your new city pocket park at the corner of Hematite and Third Street. The Board discussed the request last night at our meeting and unfortunately, we have to decline the request.

With only one staff person, we have to look to volunteers for projects and maintenance just to maintain the 47-mile, multi-use trail. The board also felt that saying "yes" to this City park would open us up to requests from our seven other municipal members.

This past year, we have put our money and resources to developing the ORV route through the City with signage, stencils and maps. We have also signed the cross streets through the city limits. We are set to install two new interpretive signs: Cleveland Engine House #3 and Ishpeming's Immigrant Churches, and have two new wayfinding signs to install. Lastly, we are going to spend \$12,000 to make a lasting repair to the trail near the Section 16 pit. We will raise the trail approximately 1 foot over 200 lineal feet, replace the culvert, and resurface this portion. We are also looking to partner with the RAMBA organization and place a bike fixing station at Howard Oil.

Thank you for thinking of us. We appreciate the partnership that we have with Ishpeming.

Sincerely,

A handwritten signature in blue ink that reads "Carol Fulsher". The signature is fluid and cursive.

Carol Fulsher
Administrator

7(1)

PARKS AND RECREATION COMMISSION

August 15, 2017

POWER OF 10 POCKET PARK MAINTENANCE

DPW Director Jon Kangas explained this new pocket park would have minimal impact on the Parks and Recreation Budget and was basically an extension of the maintenance currently provided on Hematite Drive.

A motion was made by Commissioner Holmgren, supported by Commissioner Bosio and carried unanimously to accept the Power of 10 Pocket Park in the Parks System but only the Park, not the entire parcel.



Cathy Smith, Assistant to the City Manager