

AGENDA
ISHPEMING CITY COUNCIL REGULAR MEETING
Wednesday, October 4, 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 (September 6th and September 20th)
 - b. Approval of Disbursements (Councilman Koski and Councilman Lehmann)
8. Monthly Financial Statement Report
9. Travel Marquette Presentation
10. Rural Development – Water System Improvement Project Draw Four
11. Change Order #1 for Contract III for the RD Water System Improvement Project
12. A. Lindberg and Sons Pay Application #3 for Contract III
13. First Reading of Amendment to Ordinance #11-500 Creating a Housing Commission for the City
14. Proposed Industrial Way Street Vacation
15. Skate Park Property Discussion
16. City Manager Performance Evaluation Procedure
17. Superior Street Paving
18. Approve purchase of Fire Truck and related truck equipment
19. Schedule Special Council Meeting for 2018 Budget Workshop during the week of October 24th
20. Old Business
21. New Business
22. Mayor and Council Reports
23. Manager's Report
24. Attorney's Report
25. Closed Session pursuant to MCL 15.268(h) and MCL 15.268(d)
26. Adjournment



Mark Slown
City Manager

City of Ishpeming
City Council Meeting Action
Rural Development Water System Improvements - 2017
Fourth 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 \$353,251.56; and GEI
Consultants of Michigan, PC \$25,792.55.

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 Skaug</u>	_____AYE	_____NAY	_____ABSENT
<u>Mike Tonkin</u>	_____AYE	_____NAY	_____ABSENT

BY:

Tammie Leece, City Clerk

DATE: October 4, 2017

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

FORM APPROVED
OMB NO. 0575-0015

Name of Borrower City of Ishpeming - RD Water System Improvements

Items	Amount of Funds
Development	\$ 353,251.56
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	25,792.55
Interest	
Equipment	
Contingencies	
Refinancing	
Initial O & M	
Other	
TOTAL	\$ 379,044.11

Prepared by City of Ishpeming

By Joseph Juidici, Mayor

Name of Borrower

Date 10/4/17

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 FOURTH DRAW
GEI PROJECT #1508090**

1. Construction

Contract I \$ 173,058.98 (See attached Pay Applic

Contract II \$ 180,192.58 (See attached Pay Applic

Total Construction ==> \$ 353,251.56

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

Total Resident Engineering ==> \$ 25,792.55 (See attached invoices)

Total All Categories Second Draw ==> \$ 379,044.11

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

1. Construction

Pay App No.	Invoice Date	Invoice Amount	Progress Billing No.	Billed to Date
Contract I - 3	8/22/2017	\$ 173,058.98	2	\$ 791,522.21
Contract II - 3	8/22/2017	\$ 180,192.58	2	\$ 236,691.93

Total Construction==> \$ 353,251.56

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

Task 1002

Invoice No.	Invoice Date	Invoice Amount	Progress Billing No.	Billed to Date
5003313	8/9/2017	\$ 25,792.55	22	\$ 53,407.03

Total Billed ==> \$ 25,792.55

Change Order No. 1

Date of Issuance: 10-04-17

Effective Date: 10-04-17

Owner: City of Ishpeming

Owner's Contract No.:

Contractor: A. Lindberg and Sons

Contractor's Project No.:

Engineer: GEI Consultants of Michigan, P.C.

Engineer's Project No.: 1508090

Project: RD Water System Improvements

Contract Name: Contract III

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

Description: Change Order to add pay items for insulation and trench undercut

Attachments: Alternate Bid Tabulation with quantities revised for Partial Award

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ 565,602.50	Original Contract Times: 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>0</u> to No. <u>0</u> : \$ 0	[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>0</u> : Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u>
Contract Price prior to this Change Order: \$ 565,602.50	Contract Times prior to this Change Order: 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: \$ 4,500.00	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days or dates
Contract Price incorporating this Change Order: \$ 570,102.50	Contract Times with all approved Change Orders: Substantial Completion: <u>October 1, 2018</u> Ready for Final Payment: <u>November 14, 2018</u> days or dates

RECOMMENDED:

By: [Signature]
Engineer (if required)

Title: Project Manager

Date: 9/26/17

ACCEPTED:

By: _____
Owner (Authorized Signature)

Title _____

Date _____

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Title: Project Manager

Date: 9/25/17

Approved by Funding Agency (if applicable)

By: _____
Title: _____

Date: _____

Construction Cost Tracking and Change Orders
City of Shippensburg - RD Water System Improvements
Contract III

Item No.	Item Description	Unit	Contract Unit Price	Original Contract Quantity	Original Contract Extension	C.O. #1 Quantity	C.O. #1 Extension	Revised Contract Quantity	Revised Contract Extension
BASE BID CONTRACT I									
S-130	Trench Underlay and Bedding	CYD	\$ 22.50	-	\$ -	100	\$ 2,250.00	100	\$ 2,250.00
S-140	Insulating Sewer	SFT	\$ 1.50	-	\$ -	1500	\$ 2,250.00	1500	\$ 2,250.00
					\$ 565,602.50		\$ 4,500.00		\$ 570,102.50



ENGINEERS JOINT CONTRACT
DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 3

Application Period: 8/21/2017 - 9/24/17		Application Date: 9/25/2017	
To (Owner): City of Ishpeming	From (Contractor): A. Lindberg & Sons, Inc.	Via (Engineer): GEI Consultants of Michigan, P.C.	
Project: RD Water System Improvements	Contract: III		
Owner's Contract No.: 22263.17	Contractor's Project No.: 22263.17	Engineer's Project No.: 1508090	

Application For Payment Change Order Summary

Approved Change Orders		ORIGINAL CONTRACT PRICE	
Number	Additions	Deductions	
#401	\$4,500.00		\$ \$565,602.50
			\$ \$4,500.00
			\$ \$570,102.50
			\$ \$126,258.27
			\$ \$5,130.59
			\$ \$1,182.32
			\$ \$6,312.91
			\$ \$119,945.36
			\$ \$50,787.66
			\$ \$69,157.70
			\$ \$450,157.14
TOTALS			
NET CHANGE BY			
CHANGE ORDERS			

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:	Date: 9/25/2017
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Payment of: \$ 69,157.70	(Line 8 or other - attach explanation of the other amount)
is recommended by:	(Date) 9/26/17
Payment of: \$	(Line 8 or other - attach explanation of the other amount)
is approved by:	(Owner) (Date)
Approved by:	Funding Agency (if applicable) (Date)

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):		III		Application Number: 3									
Application Period:		8/21/2017 - 9/24/17		Application Date: 43003									
A				B		C	D	E	F		Balance to Finish (B - F)		
Item		Unit Price		Bid Item Value (\$)		Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)			
ALS Bid Item No	Bid Item No	Description	Bid Item Quantity										
BASE BID - CONTRACT I													
7000	M-0610	Utility Pole Bracing	5.00	\$ 1.00	\$ 5.00		\$ -		\$ -		\$ 5.00		
7010	M-1990	Remove & Replace Sign(s)	1.00	\$ 125.00	\$ 125.00		\$ -		\$ -		\$ 125.00		
7020	R-0110	Remove Concrete Sidewalk, Ramp & Drive Approach	95.00	\$ 2.50	\$ 237.50		\$ -		\$ -		\$ 237.50		
7030	R-0120	Remove Concrete Curb and/or Gutter	190.00	\$ 2.50	\$ 475.00		\$ -		\$ -		\$ 475.00		
7040	R-0140	Site Clearing and Grubbing		\$ 2,500.00	\$ -		\$ -		\$ -		\$ -		
7050	R-0150	Rock Excavation	330.00	\$ 40.00	\$ 13,200.00		\$ -		\$ -		\$ 13,200.00		
7060	R-0220	Subbase, MDOT Class II, 12" (CIP)	5,500.00	\$ 2.00	\$ 11,000.00		\$ -		\$ -		\$ 11,000.00		
7070	R-0320	Aggregate Base Under Bit, MDOT 22A, 8" (CIP)	5,500.00	\$ 5.00	\$ 27,500.00	205.00	\$ 1,025.00		\$ 1,025.00	3.73%	\$ 26,475.00		
7080	R-0410	Imported Trench Backfill, (CIP)	2,485.00	\$ 2.00	\$ 4,970.00	744.00	\$ 1,488.00		\$ 1,488.00	29.94%	\$ 3,482.00		
7090	R-0710	Bituminous Mixture, MDOT 13A - Leveling Course	527.00	\$ 59.50	\$ 31,356.50	22.46	\$ 1,336.37		\$ 1,336.37	4.26%	\$ 30,020.13		
7100	R-0720	Bituminous Mixture, MDOT 13A - Top Course	504.00	\$ 61.00	\$ 30,744.00		\$ -		\$ -		\$ 30,744.00		
7110	R-0740	2" Bituminous Driveway Approach, MDOT 13A	27.00	\$ 109.00	\$ 2,943.00		\$ -		\$ -		\$ 2,943.00		
7120	R-0810	Gravel Driveway Approach, MDOT 23A, 6" (CIP)	40.00	\$ 3.50	\$ 140.00		\$ -		\$ -		\$ 140.00		
7130	R-0910	Concrete Sidewalk, 4"	825.00	\$ 4.55	\$ 3,753.75		\$ -		\$ -		\$ 3,753.75		
7140	R-0930	Concrete Driveway Approach, 6"	20.00	\$ 5.25	\$ 105.00		\$ -		\$ -		\$ 105.00		
7150	R-0940	Concrete Curb & Gutter	30.00	\$ 20.00	\$ 600.00		\$ -		\$ -		\$ 600.00		
7160	R-0945	E-Curb	160.00	\$ 16.00	\$ 2,560.00		\$ -		\$ -		\$ 2,560.00		
BASE BID - CONTRACT II													
7170	S-0110	8" SDR-26 PVC Sanitary Sewer Main	2,740.00	\$ 36.00	\$ 98,640.00	1,582.00	\$ 56,952.00		\$ 56,952.00	57.74%	\$ 41,688.00		
7180	S-0120	10" SDR-26 PVC Sanitary Sewer Main	1,310.00	\$ 38.00	\$ 49,780.00		\$ -		\$ -		\$ 49,780.00		
7190	S-0420	6" SDR-26 PVC Sanitary Sewer Lateral	485.00	\$ 24.00	\$ 11,640.00	305.00	\$ 7,320.00		\$ 7,320.00	62.89%	\$ 4,320.00		
7200	S-0525	8"x6" Wye	23.00	\$ 90.00	\$ 2,070.00	17.00	\$ 1,530.00		\$ 1,530.00	73.91%	\$ 540.00		
7210	S-0540	10"x6" Wye	10.00	\$ 130.00	\$ 1,300.00		\$ -		\$ -		\$ 1,300.00		
7220	S-0710	4' Dia. Precast Concrete Standard Sanitary Manhole (0'-8")	22.00	\$ 2,200.00	\$ 48,400.00	8.00	\$ 17,600.00	\$2,657.34	\$ 20,257.34	41.83%	\$ 28,142.66		
7230	S-0810	Adit/ Depth 4' Dia. Precast Conc. Std. San. MH (Over 8")	40.30	\$ 115.00	\$ 4,634.50	17.65	\$ 2,029.75		\$ 2,029.75	43.80%	\$ 2,604.75		
7240	S-0910	Drainage Structure Cover	20.00	\$ 1,200.00	\$ 24,000.00	8.00	\$ 9,600.00	\$12,583.44	\$ 12,583.44	92.47%	\$ 1,806.56		
7250	S-1010	Connect to Existing Sanitary Sewer Lateral	17.00	\$ 75.00	\$ 1,275.00	14.00	\$ 1,050.00		\$ 1,050.00	82.33%	\$ 225.00		
7260	S-1020	Connect to Existing Sanitary Sewer Main	11.00	\$ 160.00	\$ 1,760.00	1.00	\$ 160.00		\$ 160.00	9.09%	\$ 1,600.00		
7270	S-1110	Abandon Existing Manhole	1.00	\$ 700.00	\$ 700.00		\$ -		\$ -		\$ 700.00		
7280	S-1120	Sewer Bulkhead	4.00	\$ 75.00	\$ 300.00	4.00	\$ 300.00		\$ 300.00	100.00%	\$ -		
7282	S-1130	Trench Undercut and Backfill	100.00	\$ 22.50	\$ 2,250.00	31.50	\$ 708.75		\$ 708.75	31.50%	\$ 1,541.25		
7284	S-1220	Insulating Sewer	1,500.00	\$ 1.50	\$ 2,250.00	608.00	\$ 912.00		\$ 912.00	40.53%	\$ 1,338.00		
7290	S-1220	Post-Construction Sanitary Sewer Telescoping	4,050.00	\$ 2.00	\$ 8,100.00		\$ -		\$ -		\$ 8,100.00		
BASE BID - CONTRACT III													
7300	R-0220	Subbase, MDOT Class II, 12" (CIP)	782.00	\$ 2.50	\$ 1,955.00		\$ -		\$ -		\$ 1,955.00		
7310	R-0320	Aggregate Base Under Bit, MDOT 22A, 8" (CIP)	782.00	\$ 5.00	\$ 3,910.00		\$ -		\$ -		\$ 3,910.00		
7320	R-0410	Imported Trench Backfill, (CIP)	122.00	\$ 3.00	\$ 366.00		\$ -		\$ -		\$ 366.00		

7310	R-0710	Bituminous Mixture, MDOOT 13A - Leveling Course	82.00	\$ 59.50	\$ 4,879.00	\$ -	\$ -	\$ -	\$ 4,879.00
7340	R-0720	Bituminous Mixture, MDOOT 13A - Top Course	82.00	\$ 61.00	\$ 5,002.00	\$ -	\$ -	\$ -	\$ 5,002.00
7350	R-0740	2" Bituminous Driveway Approach, MDOOT 13A	5.00	\$ 109.00	\$ 545.00	\$ -	\$ -	\$ -	\$ 545.00
7360	S-0110	8" SDR-26 PVC Sanitary Sewer Main	1,446.00	\$ 40.00	\$ 57,840.00	\$ -	\$ -	\$ -	\$ 57,840.00
7370	S-0120	10" SDR-26 PVC Sanitary Sewer Main	170.00	\$ 42.00	\$ 7,140.00	\$ -	\$ -	\$ -	\$ 7,140.00
7380	S-0410	4" SDR-26 PVC Sanitary Sewer Lateral	46.00	\$ 25.00	\$ 1,150.00	\$ -	\$ -	\$ -	\$ 1,150.00
7390	S-0420	6" SDR-26 PVC Sanitary Sewer Lateral	290.00	\$ 28.00	\$ 8,120.00	\$ -	\$ -	\$ -	\$ 8,120.00
7400	S-0525	8" x6" Wye	18.00	\$ 85.00	\$ 1,530.00	\$ -	\$ -	\$ -	\$ 1,530.00
7410	S-0540	10" x6" Wye	2.00	\$ 130.00	\$ 260.00	\$ -	\$ -	\$ -	\$ 260.00
7420	S-0710	4" Dia. Precast Concrete Standard Sanitary Manhole (0'-8")	6.00	\$ 2,250.00	\$ 13,500.00	\$ -	\$ -	\$ -	\$ 13,500.00
7430	S-0910	Drainage Structure Cover	6.00	\$ 1,200.00	\$ 7,200.00	\$ -	\$ 6,296.72	\$ 87.45%	\$ 903.28
7440	S-1010	Connect to Existing Sanitary Sewer Lateral	19.00	\$ 150.00	\$ 2,850.00	\$ -	\$ -	\$ -	\$ 2,850.00
7450	S-1020	Connect to Existing Sanitary Sewer Main	4.00	\$ 150.00	\$ 600.00	\$ -	\$ -	\$ -	\$ 600.00
7460	S-1040	Connect to Existing Sanitary Sewer Manhole	5.00	\$ 300.00	\$ 1,500.00	2.00	\$ 600.00	40.00%	\$ 900.00
7470	S-1220	Post-Construction Sanitary Sewer Televising	1,616.00	\$ 1.95	\$ 3,151.20	\$ -	\$ -	\$ -	\$ 3,151.20
7480	D-0320	3" SDR-26 PVC Storm Sewer Main	15.00	\$ 22.00	\$ 330.00	\$ -	\$ -	\$ -	\$ 330.00
7490	D-0340	12" SDR-26 PVC Storm Sewer Main	15.00	\$ 26.00	\$ 390.00	\$ -	\$ -	\$ -	\$ 390.00
7500	D-0930	Connect to Existing Catch Basin Lead	4.00	\$ 100.00	\$ 400.00	\$ -	\$ -	\$ -	\$ 400.00
7510	R-0110	Remove Concrete Sidewalk, Ramp & Drive Approach	20.00	\$ 3.00	\$ 60.00	\$ -	\$ -	\$ -	\$ 60.00
7520	R-0220	Subbase, MDOOT Class II, 12" (CIP)	1,000.00	\$ 2.00	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00
7530	R-0320	Aggregate Base Under Bit. MDOOT 22A, 8" (CIP)	1,000.00	\$ 5.00	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00
7540	R-0410	Imported Trench Backfill, (CIP)	230.00	\$ 2.50	\$ 575.00	\$ -	\$ -	\$ -	\$ 575.00
7550	R-0710	Bituminous Mixture, MDOOT 13A - Leveling Course	95.00	\$ 59.50	\$ 5,632.50	\$ -	\$ -	\$ -	\$ 5,632.50
7560	R-0720	Bituminous Mixture, MDOOT 13A - Top Course	95.00	\$ 61.00	\$ 5,795.00	\$ -	\$ -	\$ -	\$ 5,795.00
7570	R-0740	2" Bituminous Driveway Approach, MDOOT 13A	2.00	\$ 109.00	\$ 218.00	\$ -	\$ -	\$ -	\$ 218.00
7580	R-0910	Concrete Sidewalk, 4"	50.00	\$ 4.55	\$ 227.50	\$ -	\$ -	\$ -	\$ 227.50
7590	R-0930	Concrete Driveway Approach, 6"	130.00	\$ 5.25	\$ 682.50	\$ -	\$ -	\$ -	\$ 682.50
7600	S-0110	8" SDR-26 PVC Sanitary Sewer Main	570.00	\$ 40.00	\$ 22,800.00	\$ -	\$ -	\$ -	\$ 22,800.00
7610	S-0420	6" SDR-26 PVC Sanitary Sewer Lateral	36.00	\$ 26.00	\$ 936.00	\$ -	\$ -	\$ -	\$ 936.00
7620	S-0525	8" x6" Wye	1.00	\$ 90.00	\$ 90.00	\$ -	\$ -	\$ -	\$ 90.00
7630	S-0710	4" Dia. Precast Concrete Standard Sanitary Manhole (0'-8")	2.00	\$ 2,200.00	\$ 4,400.00	\$ -	\$ -	\$ -	\$ 4,400.00
7640	S-0810	Add 1 Depth 4" Dia. Precast Conc. Std. San. MH (Over 8")	2.82	\$ 115.00	\$ 324.30	\$ -	\$ -	\$ -	\$ 324.30
7650	S-0910	Drainage Structure Cover	2.00	\$ 1,200.00	\$ 2,400.00	\$ -	\$ 2,098.91	87.45%	\$ 301.09
7660	S-1010	Connect to Existing Sanitary Sewer Lateral	1.00	\$ 100.00	\$ 100.00	\$ -	\$ -	\$ -	\$ 100.00
7670	S-1220	Post-Construction Sanitary Sewer Televising	570.00	\$ 2.00	\$ 1,140.00	\$ -	\$ -	\$ -	\$ 1,140.00
7680	R-0220	Subbase, MDOOT Class II, 12" (CIP)	89.00	\$ 3.00	\$ 267.00	\$ -	\$ -	\$ -	\$ 267.00
7690	R-0320	Aggregate Base Under Bit. MDOOT 22A, 8" (CIP)	89.00	\$ 5.50	\$ 489.50	\$ -	\$ -	\$ -	\$ 489.50
7700	R-0710	Bituminous Mixture, MDOOT 13A - Leveling Course	9.00	\$ 59.50	\$ 535.50	\$ -	\$ -	\$ -	\$ 535.50
7710	R-0720	Bituminous Mixture, MDOOT 13A - Top Course	9.00	\$ 61.00	\$ 549.00	\$ -	\$ -	\$ -	\$ 549.00
7720	R-0740	2" Bituminous Driveway Approach, MDOOT 13A	4.00	\$ 109.00	\$ 436.00	\$ -	\$ -	\$ -	\$ 436.00
7730	S-0110	8" SDR-26 PVC Sanitary Sewer Main	55.00	\$ 40.00	\$ 2,200.00	\$ -	\$ -	\$ -	\$ 2,200.00
7740	S-0420	6" SDR-26 PVC Sanitary Sewer Lateral	30.00	\$ 30.00	\$ 900.00	\$ -	\$ -	\$ -	\$ 900.00
7750	S-0525	8" x6" Wye	1.00	\$ 85.00	\$ 85.00	\$ -	\$ -	\$ -	\$ 85.00
7760	S-1010	Connect to Existing Sanitary Sewer Lateral	1.00	\$ 100.00	\$ 100.00	\$ -	\$ -	\$ -	\$ 100.00
7770	S-1020	Connect to Existing Sanitary Sewer Main	4.00	\$ 650.00	\$ 2,600.00	\$ -	\$ -	\$ -	\$ 2,600.00

7780	S-1220	Post-Construction Sanitary Sewer Telemetry	55.00	\$	1.95	\$	107.25	\$	-	\$	-	\$	-	\$	107.25
		Totals				\$	570,102.50	\$	102,611.87	\$	23,446.40	\$	126,258.27	\$	443,844.23
															22.15%

CITY OF ISHPEMING, MICHIGAN

ORDINANCE NO. 11-500

AN ORDINANCE CREATING A HOUSING COMMISSION FOR THE CITY OF
ISHPEMING

THE CITY OF ISHPEMING ORDAINS:

Section 11-501. Pursuant to Public Act. No. 18, MCLA 125.651, of the Extra Session of 1933, as amended, a commission is hereby was created in and for the City of Ishpeming, Michigan, to be on or about July 9, 1969, known as the "Ishpeming Housing Commission".

Section 11-502. ~~The City Manager of the said City of Ishpeming is hereby directed to appoint the members of the said Ishpeming Housing Commission as soon as possible after this ordinance shall take effect.~~ Either the City Manager or an official designated by a resolution adopted by the Ishpeming City Council is directed to appoint the members of the Ishpeming Housing Commission.

Section 11-503. ~~The City Clerk is hereby directed to cause this ordinance to be published as soon as possible in the Flyer, published in the City of Ishpeming, Michigan and to be posed in three public places in the City of Ishpeming.~~ Pursuant to Article IV, Section 4.9 (f) of the City Charter, this Ordinance Amendment shall take effect ten (10) days after adoption, but not before publication.

Mayor Josphe Juidici

City Clerk Tammie Leece

Adopted: July 9, 1969

Revised: October 4, 2017

Published:

Exhibit "A"

Vacation of a portion of Industrial Way located in the Replat of Blocks 6, 7 & 8 and Part of Blocks 5 & 9 of Cliff's Seventh Addition to the City of Ishpeming as recorded in Liber 12 of Plats, Page 252A, being more particularly described as:

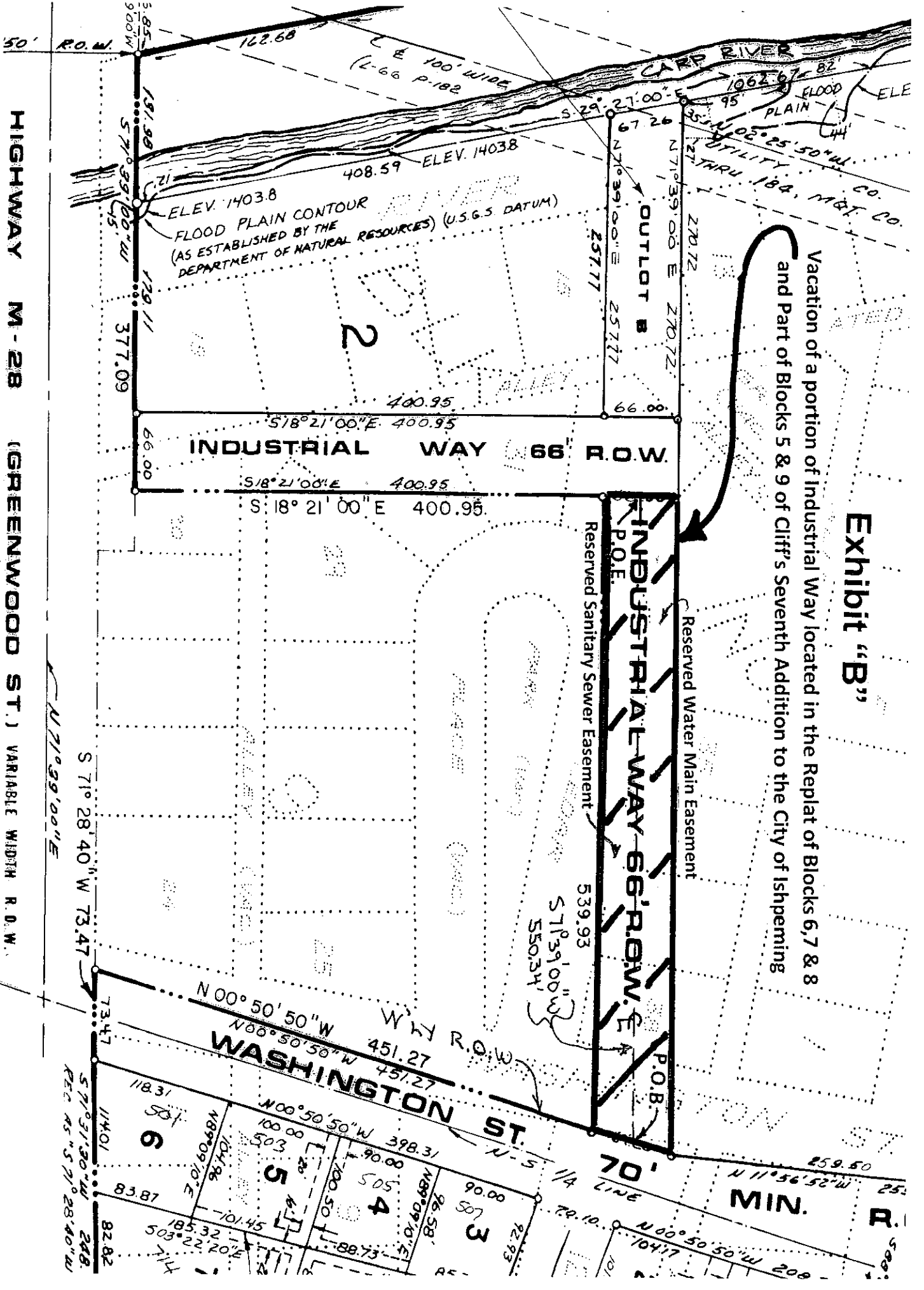
Beginning at the intersection of the platted centerline of Industrial Way, a 66' wide Right-of-Way, with the Westerly Right-of-Way of Washington Street, a minimum 70' wide Right-of-Way; Thence S 71 deg 39' 00" W along said centerline 550.34' to the Point of Ending of said Vacated Right-of-Way, as shown on the attached Exhibit 'B' map.

RESERVING THEREFROM, for the City of Ishpeming and their assigns, two (2) municipal easements of sufficient width to permit inspection, maintenance and replacement of existing water and sanitary sewer utilities;

ALSO RESERVING THEREFROM, for the City of Ishpeming and their assigns, an access easement for emergency purposes, being fifteen (15) feet wide on either side of the above described centerline.

Exhibit "B"

Vacation of a portion of Industrial Way located in the Replat of Blocks 6, 7 & 8 and Part of Blocks 5 & 9 of Cliff's Seventh Addition to the City of Ishpeming



HIGHWAY M-28 (GREENWOOD ST.) VARIABLE WIDTH R.O.W.

City Manager

17

From: DPW Director
Sent: Tuesday, September 26, 2017 3:18 PM
To: City Manager
Subject: RE: Superior Street - Request by Contractor to leave unpaved until 2018 - for Agenda

I support this proposal. Ultimately, we are looking at tackling a road that drives like a roller coaster. Any gravel surface they provide will be a better ride quality than what we have, except for occasional washboard during interim thaw events. I also feel the impact is pretty small, especially if they agree to maintain the surface through the winter. (We obviously still have to plow it.)

Jon Kangas, P.E.
DPW Director/City Engineer
City of Ishpeming
P: 906.486.9371

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

From: City Manager
Sent: Tuesday, September 26, 2017 3:13 PM
To: 'Stoor, Mark'
Cc: Cathy Smith; DPW Director
Subject: RE: Superior Street - Request by Contractor to leave unpaved until 2018 - for Agenda

Jon,

What is your recommendation?

Mark Slown
City Manager
City of Ishpeming
100 E. Division Street
Ishpeming, MI 49849
906-485-1091, ext 204
citymanager@ishpemingcity.org

From: Stoor, Mark [<mailto:mstoor@geiconsultants.com>]
Sent: Tuesday, September 26, 2017 2:33 PM
To: City Manager <citymanager@ishpemingcity.org>
Cc: Cathy Smith <CathySmith@ishpemingcity.org>; DPW Director <DPWDirector@ishpemingcity.org>
Subject: Superior Street - Request by Contractor to leave unpaved until 2018 - for Agenda

Hi Mark,

The contractor, A. Lindberg, has made a request to perform work on Superior Street this year, without the guarantee of paving prior to the end of the season. Key items for consideration are as follows:

1. We typically require all disturbed roadway areas to be paved prior to the end of the season. This a request for a variance from those requirements, if necessary.
2. Superior Street is currently in a somewhat degraded condition.
3. If the Contractor was not able to pave the street this year, they would use recycled asphalt on the top course, which provides some binding effect for the surface.
4. The contractor would be required to maintain the area throughout the offseason.

I will be at the council meeting to answer any other questions you may have about the request. Or if you have questions prior, please do not hesitate to contact me.

Thank you,

Mark

Mark F. Stoor, P.E.
Senior Project Engineer



GEI Consultants of Michigan, P.C.
990 Lalley Road | Iron River, MI 49935
T: 906.214.4147 | M: 906.284.3552 | F: 906.214.4141
www.geiconsultants.com | [vCard](#) | [map](#) | [LinkedIn](#) | [Twitter](#) | [Facebook](#)



13

TEN (10) YEARS CAB STRUCTURAL INTEGRITY WARRANTY

SUTPHEN CORPORATION (Sutphen) warrants the cab of each new custom fire and rescue vehicle manufactured by Sutphen to be free of structural failures caused by defective design or workmanship for a warranty period of ten (10) years after the date on which the vehicle is first delivered to the original purchaser or 100,000 miles, whichever occurs first. This warranty is limited to the cab tubular support and mounting structures and to the other structural components.

Sutphen's obligation under this warranty is limited to repairing or replacing, as Sutphen may elect, without charge to the original purchaser, the structural component or components which Sutphen, after examination, finds, to Sutphen's satisfaction, to have structurally failed due to defective design or workmanship.

Sutphen's obligation under this warranty is subject to the conditions precedent: (1) that the claimed failure shall have first appeared during the warranty period; (2) that the original purchaser shall have notified Sutphen in writing of the claimed failure within thirty (30) days after the claimed failure shall have first appeared, and (3) that, unless Sutphen directs otherwise, the claimed failed item or items shall have been returned to Sutphen, or to Sutphen's designee, promptly after the notification, with transportation charges prepaid. Sutphen reserves the right to thoroughly examine the vehicle or parts thereof, prior to conducting or approving any repair or replacement, to determine whether the claimed failure is covered by this warranty. Sutphen's obligation under this warranty is strictly limited to repair or replacement as the company may elect. The warranty is pro-rated for a period of ten (10) years from the date of delivery as follows: first three years, one hundred percent; four years, seventy-five percent; five years, fifty percent; six years, forty percent; seven years, twenty-five percent; eight years, twenty percent; nine years, fifteen percent; ten years, ten percent.

In advance of the original purchaser effecting repair or replacement of a structural component or components found by Sutphen to have structurally failed due to defective design or workmanship, approval for the repair or replacement must be obtained from Sutphen's Customer Service Department. Repair or replacement must be made by a facility approved in advance by Sutphen. Failure to obtain either or both of the advance approvals voids this warranty. Coverage under this warranty of labor for repair or replacement is limited to the time or amounts reasonably necessary, as determined by Sutphen, to make the repair or replacement. Labor time or amounts deemed excessive by Sutphen are not covered under this warranty.

Any repair or replacement effected by Sutphen under this warranty is itself warranted under this warranty for the duration of the warranty period subject, however, to the provisions of this warranty as are applicable to the structural component or components repaired or replaced by Sutphen. Further, this warranty shall be void if the vehicle is involved in an accident, shows signs of abuse, or evidence of being operated in an improper manner.

This limited warranty covers only repair or replacement of any part of a Sutphen vehicle in which a defect in materials or workmanship appears within the limited warranty period. Examples of items not covered include, but are not limited to:

- A. ---Major components or trade accessories such as purchased chassis, engines, signaling devices, batteries, tires, generators, or transmissions that have a separate warranty by the original manufacturer, or to equipment used in fire fighting.
- B. ---Unauthorized alteration or modification to the vehicle, including the body, chassis or components, after completion of the vehicle assembly by Sutphen and any problems that occur as a result of such alterations or modifications.
- C. ---Damage caused by collision, fire, theft, freezing, vandalism, riot, explosion, acts of God, war or objects striking the vehicle or any damage covered by owner insurance.
- D. ---Damage caused by misuse or improper operation of the vehicle such as driving over curbs, overloading, racing or off-road use.
- E. Damage caused by failure to follow the requirements of the maintenance schedule, failure to maintain proper fluid and lubricant levels and failure to follow operating instructions.
- F. Towing charges and storage expenses.
- G. ---Incidental expenses such as loss of vehicle use, inconvenience, loss of time, vehicle rental, lodging or travel costs, vacation pay, etc.
- H. ---Damage caused from exposure to road de-icing compounds or use in an acidic environment.
- I. --- (1) Normal maintenance services or adjustments; (2) any item that has been repaired, replaced or altered by a facility not approved in advance by Sutphen Customer Service Department or in a manner which in Sutphen's judgement, may adversely affect the operation or longevity of the vehicle or item; (3) special, incidental or consequential damages including, but not limited to, loss of time, inconvenience, loss of use, or lost profits; (4) any malfunction resulting from misuse, negligence, alternation accident, or lack of operational knowledge or normal maintenance or adjustments; (5) time required to unload or reload the vehicle or item; (6) nonstructural breakage or cracking; (7) material bending, buckling or other metal deformation unless caused by a structural failure of a structural component as identified in Sutphen's specifications, of the cab due to defective design or workmanship; or (8) transportation fees or charges to or from any facility.
- J. ---This warranty is void if Sutphen determines that the vehicle or item has been neglected, misused, altered, overloaded,

loaded beyond specified compartment weights limits, loaded to a state of excessive imbalance side to side, or damaged. This warranty is also void if Sutphen determines that the warranty claim is false or misrepresented, that the vehicle or item has been damaged in an accident or by an act of God, or that the structural failure is attributable to use or operation of the vehicle or item in a manner or for a purpose other than that for which Sutphen intended or designed the vehicle or item.

This warranty terminates upon transfer of possession or ownership of the vehicle from the original purchaser.

THIS WARRANTY IS PROVIDED IN EXCLUSION OF ANY AND ALL OTHER REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED, NO PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES ON BEHALF OF SUTPHEN CORPORATION OTHER THAN SET FORTH HEREIN. ANY MODIFICATION TO THIS WARRANTY MUST BE IN WRITING AND APPROVED BY THE PRESIDENT OF SUTPHEN CORPORATION. THE PROVISIONS OF THIS LIMITED WARRANTY SHALL CONSTITUTE THE SOLE EXCLUSIVE REMEDIES OF A SUTPHEN VEHICLE PURCHASER.

For more information contact:
Sutphen Corporation/Warranty Admin. • 7000 Columbus-Marysville Rd. • Amlin, OH 43002
(614) 889-1005 Toll Free (800) 726-7030 or (800) 848-5860

January 1, 2001 Supersedes All Previous Warranties



PLUMBING WARRANTY TEN (10) YEARS

SUTPHEN CORPORATION (Sutphen) warrants the stainless steel pipe and ancillary brass fittings used in the construction of the water plumbing system, for a period of ten (10) years, provided the vehicle is used in a normal and reasonable manner. This limited warranty is extended only to the original user/purchaser.

Sutphen's obligation under this warranty is strictly limited to repairing or replacing as the company may elect. The company reserves the right to require any such repairs to be made either at a company owned service facility or another approved service facility at the company's option. Transportation cost to and from the servicing location is the responsibility of the user/purchaser. Further, this warranty shall be void if the vehicle is involved in an accident, shows signs of abuse, or evidence of being operated in an improper manner.

This limited warranty covers only repair or replacement of above mentioned item(s) in which a defect in materials or workmanship appears within the limited warranty period.

This warranty terminates upon transfer of possession or ownership of the vehicle from the original purchaser.

THIS WARRANTY IS PROVIDED IN EXCLUSION OF ANY AND ALL OTHER REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS, AND SUITABILITY FOR BUYER'S INTENDED USE. NO PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES ON BEHALF OF SUTPHEN CORPORATION OTHER THAN SET FORTH HEREIN. ANY MODIFICATION TO THIS WARRANTY MUST BE IN WRITING AND APPROVED BY THE PRESIDENT OF SUTPHEN CORPORATION. THE PROVISIONS OF THIS LIMITED WARRANTY SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDIES OF A SUTPHEN VEHICLE PURCHASER.

For more information contact:
Sutphen Corporation / Warranty Admin.
PO Box 1845 • Springfield, OH 45501
Phone (937) 969-8851 • Toll Free (866) 287-5549



FRAME WARRANTY LIFETIME

SUTPHEN CORPORATION (Sutphen) warrants to the original user/purchaser only of a Sutphen chassis, that the frame or frame members are free of defects in material and workmanship, ordinary wear and tear excepted, for the lifetime of the vehicle.

Sutphen's obligation under this warranty is strictly limited to repairing, as the company may elect, any part or parts of such frame or frame members which the company's examination discloses to be defective in material or workmanship. The company reserves the right to require any such repairs to be made either at a company owned service facility or another approved service facility at the company's option. Transportation cost to and from the servicing location will be the responsibility of the user/purchaser.

Sutphen's obligation under this limited warranty is subject to the conditions (1) the claimed failure shall have first appeared during the warranty period; (2) the original purchaser shall have notified Sutphen in writing of the claimed failure within thirty (30) days after the claimed failure shall have first appeared, and (3) unless Sutphen directs otherwise, the claimed failed item or items shall have been returned to Sutphen, or to Sutphen designee, promptly after the notifications, with transportation charges prepaid. Sutphen reserves the right to thoroughly examine the vehicle or parts thereof, prior to conducting or approving any repair or replacement, to determine whether the claimed failure is covered by this limited warranty. Sutphen's obligation under this warranty is strictly limited to repair or replacement as the company may elect.

This warranty shall be null and void if the frame shows any evidence of alterations, cutting, splicing, additional welding or drilling of rails or flanges without the written authorization of Sutphen. Further, this warranty shall be void if the vehicle is involved in an accident, shows signs of abuse, or evidence of being operated in an improper manner. The frame and under carriage shall be washed and painted, by the owner, where needed, semi-annually or as conditions require; if rust starts, it must be properly primed and painted or this warranty shall be voided.

Periodically check apparatus for chips and scratches in the paint and repair them with touch-up paint furnished upon delivery, or equal. Several times a year wash underneath the apparatus, especially during winter months. If power wash is used, use a fan spray only or it may damage the undercoating or paint. If damage of undercoating or paint occurs, prime, paint, and re-undercoat areas where bare metal is showing, or warranty shall be void.

If optional Ziebart undercoating is provided on the apparatus, purchaser is required to have undercoating inspected annually by an Authorized Ziebart Dealer for a minimum of 10 years.

This limited warranty covers only repair or replacement of any part of a Sutphen vehicle in which a defect in materials or workmanship appears within the limited warranty period. Examples of items not covered include, but are not limited to:

- A. ...Unauthorized alteration or modification to the vehicle, including the body, chassis or components, after completion of the vehicle assembly by Sutphen and any problems that occur as a result of such alterations or modifications.
- B. ...Damage caused by collision, fire, theft, freezing, vandalism, riot, explosion, acts of God, war or objects striking the vehicle or any damage covered by owner insurance.
- C. ...Damage caused by misuse or improper operation of the vehicle such as driving over curbs, overloading, racing or off-road use.
- D. ...Damage caused by failure to follow the requirements of the maintenance schedule.
- E. ...Towing charges and storage expenses.
- F. ...Incidental expenses such as loss of vehicle use, inconvenience, loss of time, vehicle rental, lodging or travel costs, vacation pay, etc.
- G. ...Damage caused from exposure to road de-icing compounds or use in an acidic environment.

This warranty terminates upon transfer of possession or ownership of the vehicle from the original purchaser.

THIS WARRANTY IS PROVIDED IN EXCLUSION OF ANY AND ALL OTHER REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS, AND SUITABILITY FOR BUYER'S INTENDED USE. NO PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES ON BEHALF OF SUTPHEN CORPORATION OTHER THAN SET FORTH HEREIN. ANY MODIFICATION TO THIS WARRANTY MUST BE IN WRITING AND APPROVED BY THE PRESIDENT OF SUTPHEN CORPORATION. THE PROVISIONS OF THIS LIMITED WARRANTY SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDIES OF A SUTPHEN VEHICLE PURCHASER.

For more information contact:
Sutphen Corporation / Warranty Admin.
PO Box 1845 • Springfield, OH 45501
Phone (937) 969-8851 • Toll Free (866) 287-5549



AERIAL PLATFORM OR AERIAL LADDER STRUCTURAL & CORROSION WARRANTY TWENTY (20) YEARS

SUTPHEN CORPORATION (Sutphen) warrants the original user/purchaser that a new aerial platform or aerial ladder is, and will remain, free of corrosion perforation and structural defects, provided the aerial platform is used in a normal and reasonable manner. An aerial platform or aerial ladder is defined as the mechanically operated telescopic boom constructed of high-strength structural aluminum mounted mid-ship on fire truck. Excluded are all hardware, mechanical or electrical items, bucket, yoke and all normal wear items. Truck must be third party tested yearly. The Sutphen hourly maintenance schedule must be sent in to Sutphen for documentation that this work was performed per hourly schedule. This Structural Warranty shall supplement the Standard Vehicle Warranty.

Sutphen's obligation under this limited warranty is subject to the conditions precedent (1) that the claimed failure shall have first appeared during the warranty period; (2) that the original purchaser shall have notified Sutphen in writing of the claimed failure within thirty (30) days after the claimed failure shall have first appeared, and (3) that, unless Sutphen directs otherwise, the claimed failed item or items shall have been returned to Sutphen, or to Sutphen designee, promptly after the notification, with transportation charges prepaid. Sutphen reserves the right to thoroughly examine the vehicle or parts thereof, prior to conducting or approving any repair or replacement, to determine whether the claimed failure is covered by this warranty. Sutphen's obligation under this warranty is strictly limited to repair or replacement as the company may elect.

This limited warranty coverage shall be valid for a period of twenty (20) years from the delivery date to the original user/purchaser. Further, this warranty shall be void if the vehicle is involved in an accident, shows signs of abuse, or evidence of being operated in any improper manner.

This limited warranty covers only repair or replacement of any part of a Sutphen vehicle in which a defect in materials or workmanship appears within the limited warranty period. Examples of items not covered include, but are not limited to:

- A. ---Major components or trade accessories such as purchased chassis, engines, signaling devices, batteries, generators, tires, or transmissions that have a separate warranty by the original manufacturer, or to equipment used in fire fighting.
- B. ---Unauthorized alteration or modification to the vehicle, including the body, chassis or components, after completion of the vehicle assembly by Sutphen and any problems that occur as a result of such alterations or modifications.
- C. ---Damage caused by collision, fire, theft, freezing, vandalism, riot, explosion, acts of God, war or objects striking the vehicle or any damage covered by owner insurance.
- D. ---Damage caused by misuse or improper operation of the vehicle such as driving over curbs, overloading, racing or off-road use.
- E. ---Damage caused by failure to follow the requirements of the maintenance schedule, failure to maintain proper fluid and lubricant levels and failure to follow operating instructions.
- F. ---Towing charges and storage expenses.
- G. ---Incidental expenses such as loss of vehicle use, inconvenience, loss of time, vehicle rental, lodging or travel costs, vacation pay, etc.
- H. ---Hydraulic pressures are not set to the correct PSI
- I. ---Damage caused from exposure to road de-icing compounds or use in an acidic environment.
- J. ---Hydraulic failures caused by incorrect or contaminated oil.
- K. ---Hydraulic cylinder seal after one (1) year of service.

If proper maintenance has not been performed and documented on Sutphen Aerial Platform or Aerial Ladder Inspection forms and the forms sent to Sutphen at the time of check, all coverage is void.

This warranty terminates upon transfer of possession or ownership of the vehicle from the original purchaser.

THIS WARRANTY IS PROVIDED IN EXCLUSION OF ANY AND ALL OTHER REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS, AND SUITABILITY FOR BUYER'S INTENDED USE. NO PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES ON BEHALF OF SUTPHEN CORPORATION OTHER THAN SET FORTH HEREIN. ANY MODIFICATION TO THIS WARRANTY MUST BE IN WRITING AND APPROVED BY THE PRESIDENT OF SUTPHEN CORPORATION. THE PROVISIONS OF THIS LIMITED WARRANTY SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDIES OF A SUTPHEN VEHICLE PURCHASER.

For more information contact:
Sutphen Corporation / Warranty Admin.
PO Box 1845 • Springfield, OH 45501
Phone (937) 969-8851 • Toll Free (866) 287-5549



APPARATUS BODY STRUCTURAL INTEGRITY WARRANTY TEN (10) YEARS

SUTPHEN CORPORATION (Sutphen) warrants each new body and heavy duty rescue body manufactured by Sutphen to be free of structural failures caused by defective design or workmanship for a warranty period of ten (10) years after the date on which the vehicle is first delivered to the original purchaser or 100,000 miles, whichever occurs first. This warranty is limited to body tubular support and mounting structures and other structural components.

Sutphen's obligation under this warranty is limited to repairing or replacing, as Sutphen may elect, without charge to the original purchaser, the structural component or components which Sutphen, after examination, finds, to Sutphen's satisfaction, to have structurally failed due to defective design or workmanship.

Sutphen's obligation under this limited warranty is subject to the conditions precedent (1) that the claimed failure shall have first appeared during the warranty period; (2) that the original purchaser shall have notified Sutphen in writing of the claimed failure within thirty (30) days after the claimed failure shall have first appeared, and (3) that, unless Sutphen directs otherwise, the claimed failed item or items shall have been returned to Sutphen, or to Sutphen designee, promptly after the notification, with transportation charges prepaid. Sutphen reserves the right to thoroughly examine the vehicle or parts thereof, prior to conducting or approving any repair or replacement, to determine whether the claimed failure is covered by this warranty. Sutphen's obligation under this warranty is strictly limited to repair or replacement as the company may elect. The warranty is pro-rated for a period of ten (10) years from the date of delivery, as follows: first five years, one hundred percent (5-100%); sixth year, seventy-five percent (6-75%); seventh and eight years, fifty percent (7/8-50%); ninth and tenth years, twenty five percent (9/10-25%).

In advance of the original purchaser effecting repair or replacement of a structural component or components found by Sutphen to have structurally failed due to defective design or workmanship, approval for the repair or replacement must be obtained from Sutphen's Customer Service Department. Repair or replacement must be made by a facility approved in advance by Sutphen. Failure to obtain either or both of the advance approvals voids this warranty. Coverage under this warranty of labor for repair or replacement is limited to the time or amounts reasonably necessary, as determined by Sutphen, to make the repair or replacement. Labor time or amounts deemed excessive by Sutphen are not covered under this warranty.

Any repair or replacement effected by Sutphen under this limited warranty is itself warranted under this warranty for the duration of the warranty period subject, however, to the provisions of this warranty as are applicable to the structural component or components or replaced by Sutphen. Further, this warranty shall be void if the vehicle is involved in an accident, shows signs of abuse, or evidence of being operated in an improper manner.

This limited warranty covers only repair or replacement of any part of a Sutphen vehicle in which a defect in materials or workmanship appears within the limited warranty period. Examples of items not covered include, but are not limited to:

- A. ---Major components or trade accessories that have a separate warranty by the original manufacturer, or to equipment used in fire fighting.
- B. ---Unauthorized alteration or modification to the vehicle, including the body, chassis or components, after completion of the vehicle assembly by Sutphen and any problems that occur as a result of such alterations or modifications.
- C. ---Damage caused by collision, fire, theft, freezing, vandalism, riot, explosion, acts of God, war or objects striking the vehicle or any damage covered by owner insurance.
- D. ---Damage caused by misuse or improper operation of the vehicle such as driving over curbs, overloading, racing or off-road use.
- E. ---Damage caused by failure to follow the requirements of the maintenance schedule, failure to maintain proper fluid and lubricant levels and failure to follow operating instructions.
- F. ---Towing charges and storage expenses.
- G. ---Incidental expenses such as loss of vehicle use, inconvenience, loss of time, vehicle rental, lodging or travel costs, vacation pay, etc.
- H. ---Damage caused from exposure to road de-icing compounds or use in an acidic environment.
- I. --- (1) Normal maintenance services or adjustments; (2) any item that has been repaired, replaced or altered by a facility not approved in advance by Sutphen Customer Service Department or in a manner which in Sutphen's judgment, may adversely affect the operation or longevity of the vehicle or item; (3) special, incidental or consequential damages including, but not limited to, loss of time, inconvenience, loss of use, or lost profits; (4) any malfunction resulting from misuse, negligence, alternation accident, or lack of operational knowledge or normal maintenance or adjustments; (5) time required to unload or reload the vehicle or item; (6) nonstructural breakage or cracking; (7) material bending, buckling or other metal deformation unless caused by a structural failure of a structural component as identified in Sutphen's specifications, of the body due to defective design or workmanship; or (8) transportation fees or charges to or from any facility.

continued

J. ----This limited warranty is void if Sutphen determines that the vehicle or item has been neglected, misused, altered, overloaded, loaded beyond specified compartment weight limits, loaded to a state of excessive imbalance side to side, or damaged. This warranty is also void if Sutphen determines that the warranty claim is false or misrepresented, that the vehicle or item has been damaged in an accident or by an act of God, or that the structural failure is attributable to use or operation of the vehicle or item in a manner or for a purpose other than that for which Sutphen intended or designed the vehicle or item.

This warranty terminates upon transfer of possession or ownership of the vehicle from the original purchaser.

THIS WARRANTY IS PROVIDED IN EXCLUSION OF ANY AND ALL OTHER REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS, AND SUITABILITY FOR BUYER'S INTENDED USE. NO PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES ON BEHALF OF SUTPHEN CORPORATION OTHER THAN SET FORTH HEREIN. ANY MODIFICATION TO THIS WARRANTY MUST BE IN WRITING AND APPROVED BY THE PRESIDENT OF SUTPHEN CORPORATION. THE PROVISIONS OF THIS LIMITED WARRANTY SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDIES OF A SUTPHEN VEHICLE PURCHASER.

For more information contact:
Sutphen Corporation / Warranty Admin.
PO Box 1845 • Springfield, OH 45501
Phone (937) 969-8851 • Toll Free (866) 287-5549



STANDARD VEHICLE WARRANTY

SUTPHEN CORPORATION (Sutphen) warrants to the original purchaser of a Sutphen vehicle, that it will provide for repairs to the Sutphen vehicle during the warranty period, in accordance with the following items, conditions, limitations and exclusions.

1. **---What is covered except as otherwise stated below:** Sutphen shall provide repair or replacement, at the sole option of Sutphen, of any part of a Sutphen vehicle in which a defect in materials or workmanship appears under normal use, maintenance or service.
2. **---Warranty period:** This limited warranty is in effect for a period of twelve (12) months or 24,000 miles, whichever comes first. The warranty period will begin on the date the vehicle is delivered to the original purchaser. This limited warranty is void if the odometer has been disconnected, its reading has been altered, or true and accurate mileage cannot be otherwise determined by Sutphen.
3. **---Other warranties:** The manufacturers of other equipment and components, installed on the vehicle, including but not limited to engine, transmission, axles, pumps, tanks, and signaling devices and other installed equipment, may provide their own warranties. These warranties are separate from this limited warranty and shall constitute the sole and exclusive warranty for those specific covered components. Sutphen shall have no duty or obligation to repair or replace such components. Please review each manufacturer's warranty for descriptions and details of their respective warranty.
4. **---Purchaser responsibilities:** Normal maintenance such as those detailed in the Sutphen Operation and Maintenance Manuals are the responsibility of the purchaser. A copy of maintenance documentation may be requested before approval is given for warranty repair. Failure to comply with such maintenance voids this limited warranty.
5. **---What is NOT covered:** This limited warranty covers only repair or replacement of any part of a Sutphen vehicle in which a defect in materials or workmanship appears within the limited warranty period.
Examples of items not covered include, but are not limited to:
 - A. Major components or trade accessories such as purchased chassis, engines, signaling devices, transmission, pump, tank, or generator that have a separate warranty by the original manufacturer, or equipment used in fire fighting.
 - B. Unauthorized alteration or modification to the vehicle, including the body, chassis or components, after completion of the vehicle assembly by Sutphen and any problems that occur as a result of such alterations or modifications.
 - C. Damage caused by collision, fire, theft, freezing, vandalism, riot, explosion, acts of God, war or objects striking the vehicle or any damage covered by owner insurance.
 - D. Damage caused by misuse or improper operation of the vehicle such as driving over curbs, overloading, racing or off-road use.
 - E. Damage caused by failure to follow the requirements of the maintenance schedule, failure to maintain proper fluid and lubricant levels and failure to follow operating instructions.
 - F. Normal maintenance such as lubrication, filter replacement, fluid replacement, belts, hoses, clutch, brake linings, brake drums, or disc brake rotors and electric accessories, etc.
 - G. Batteries, tires, light bulbs.
 - H. Towing charges and storage expenses.
 - I. Incidental expenses such as loss of vehicle use, inconvenience, loss of time, vehicle rental, lodging or travel costs, vacation pay, etc.
 - J. Discharge and compound gauges from freezing.
 - K. Leaking seals on discharge and suction valves.
 - L. Damage caused from exposure to road de-icing compounds or use in an acidic environment.
 - M. Hydraulic failures caused by incorrect or contaminated oil.
 - N. This warranty terminates upon transfer of ownership of the vehicle from the original purchaser.
 - O. Damage caused from not following cab and body washing and care procedures located on truck and in operation and maintenance manual.
6. **---Obtaining repairs:**
 - A. All limited warranty work must be authorized by Sutphen prior to repairs being attempted.
 - B. To obtain limited warranty repairs the vehicle must be taken by customer to an Authorized Sutphen Service Center within the limited warranty period. To find the name and location of the nearest Authorized Sutphen Service Center in your area, call 1-866-287-5549 or write Sutphen Corporation / Warranty Admin, PO Box 1845, Springfield, OH 45501.
 - C. Sutphen reserves the right to inspect the vehicle before repairs are made and Sutphen shall be deemed the sole judge as to whether there is a defect in materials or workmanship under normal use, maintenance or service.

continued

- D. Any part or parts considered to be covered by the conditions of this limited warranty shall be returned, freight prepaid, to Sutphen, or to such other location as may be approved by the company. Replacement or repair of parts determined to be within this limited warranty shall be F.O.B. at Sutphen.
- E. In an emergency, where an Authorized Sutphen Service Center is not reasonably available, contact Sutphen Service Department for instructions. Repairs may be performed, **at purchaser's risk**, at any available service establishment chosen by purchaser. Purchaser must contact Sutphen Service Department the first business day after completion of repairs. Approved repair invoices must be received by Sutphen within sixty (60) days of repairs. Upon Sutphen's receipt of invoice, Sutphen will review the invoice for reimbursement to the purchaser. Any reimbursement will consist only of the reasonable and customary repair expenses normally covered under this limited warranty. Sutphen will assume no liability and will not warrant the workmanship or components which are the subject of any reimbursement under this policy.

7. ---**Warranty limitations:**

- A. Nothing contained in this warranty shall make Sutphen liable beyond the express limitations hereof, for loss, injury or damage of any kind to any person or entity resulting from any defect or failure in the machine.
- B. To the extent permitted by law, this limited warranty is also in lieu of all other obligations or liabilities on the part of Sutphen or the Seller, including liability for incidental and consequential damages.
- C. Sutphen makes no representation that the machine has the capacity to perform any functions other than as contained in the company's written literature, catalogs or specifications accompanying delivery of the machine.
- D. No person or affiliated company representative is authorized to give any other warranties or to assume any other liability on behalf of Sutphen in connection with sale, service or repair of any apparatus manufactured by the company.
- E. Sutphen reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

THIS WARRANTY IS PROVIDED IN EXCLUSION OF ANY AND ALL OTHER REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS, AND SUITABILITY FOR BUYER'S INTENDED USE. NO PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES ON BEHALF OF SUTPHEN CORPORATION OTHER THAN SET FORTH HEREIN. ANY MODIFICATION TO THIS WARRANTY MUST BE IN WRITING AND APPROVED BY THE PRESIDENT OF SUTPHEN CORPORATION. THE PROVISIONS OF THIS LIMITED WARRANTY SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDIES OF A SUTPHEN VEHICLE PURCHASER.

For more information contact:
Sutphen Corporation / Warranty Admin.
PO Box 1845 • Springfield, OH 45501
Phone (937) 969-8851 • Toll Free (866) 287-5549



TEN (10) YEARS PAINT WARRANTY

SUTPHEN CORPORATION (Sutphen) warrants vehicle exterior paint finish of fire apparatus against peeling, cracking, and lack of adhesion, provided the vehicle is used in a normal and reasonable manner. This warranty is extended only to the original user/purchaser.

Sutphen's obligation under this warranty is strictly limited to repairing or replacing as the company may elect. The company reserves the right to require any such repairs to be made either at a company owned service facility or another approved service facility at the company's option. Transportation cost to and from the servicing location is the responsibility of the user/purchaser. Further, this warranty shall be void if the vehicle is involved in an accident, shows signs of abuse, or evidence of being operated in an improper manner.

Periodically check apparatus for chips and scratches in the paint and repair them with touch-up paint furnished upon delivery, or equal. Several times a year wash underneath the apparatus, especially during winter months. If power wash is used, use a fan spray only or it may damage the undercoating or paint. If damage of undercoating or paint occurs prime, paint, and re-undercoat areas where bare metal is showing.

Take truck in yearly to Ziebart, for first ten (10) years, to have undercoat inspected by an Authorized Ziebart Dealer and they will do any touch-up of undercoating under truck for ten (10) years under Ziebart Warranty.

Sutphen's obligation under this warranty is subject to the conditions precedent (1) that the claimed failure shall have first appeared during the warranty period; (2) that the original purchaser shall have notified Sutphen in writing of the claimed failure within thirty (30) days after the claimed failure shall have first appeared, and (3) that, unless Sutphen directs otherwise, the claimed failed item or items shall have been returned to Sutphen, or to Sutphen designee, promptly after the notification, with transportation charges prepaid. Sutphen reserves the right to thoroughly examine the vehicle or parts thereof, prior to conducting or approving any repair or replacement, to determine whether the claimed failure is covered by this warranty. Sutphen's obligation under this warranty is strictly limited to repair or replacement as the company may elect. The warranty is pro-rated for a period of seven (7) years from the date of delivery, as follows: first year, one hundred percent; second year, seventy percent; third year, sixty percent; fourth year, forty-five percent; fifth year, thirty-five percent; sixth year, twenty-five percent; seventh year, twenty percent; eighth year, 5 percent; ninth and tenth year, paint only.

This limited warranty covers only repair or replacement of any part of a Sutphen vehicle in which a defect in materials or workmanship appears within the limited warranty period. Examples of items not covered include, but are not limited to:

- A. ---Major components or trade accessories such as purchased chassis, engines, signaling devices, batteries, generators, tires or transmissions that have a separate warranty by the original manufacturer, or to equipment used in fire fighting.
- B. ---An unauthorized alteration or modification to the vehicle, including the body, chassis or components, after completion of the vehicle assembly by Sutphen and any problems that occur as a result of such alterations or modifications.
- C. ---Damage caused by collision, fire, theft, freezing, vandalism, riot, explosion, acts of God, war or objects striking the vehicle or any damage covered by owner insurance.
- D. ---Damage caused by misuse or improper operation of the vehicle such as driving over curbs, overloading, racing or off-road use.
- E. ---Damage caused by failure to follow the requirements of the maintenance schedule, failure to maintain proper fluid and lubricant levels and failure to follow operating instructions.
- F. ---Incidental expenses such as loss of vehicle use, inconvenience, loss of time, vehicle rental, loading or travel costs, vacation pay, etc.
- G. ---Gold leaf or striping and Scotchlite emblems or decals, except that which is affected by repair.
- H. ---Damage caused from exposure to road de-icing compounds or use in an acidic environment.
- I. ---Damage caused from not following cab and body washing procedures on truck and in Operation and Maintenance manual.
- J. ---Defects if vehicle is damaged, dented, scratched or rusted from severe salt or road corrosive materials, or faded or discolored by exposure to heat or severe sun conditions or environmental conditions.
- K. ---This warranty shall not apply to non-exterior surface areas (i.e. compartment interiors, undercarriages).
- L. ---This warranty shall only apply to exterior coatings applied by Sutphen Corporation and specifically excludes all coating applications applied by other manufacturers including chassis and chassis compartments.
- M. ---This warranty shall exclude accessory vendor equipment that is painted to match the finished vehicle.
- N. ---This warranty shall exclude painted roll-up doors.
- O. ---Hazing, chalking or loss of gloss caused by improper care, abrasive polishes, cleaning agents, heavy-duty pressure washing or aggressive mechanical wash system.
- P. ---Paint deterioration caused by abuse, accidents, acid rain, chemical fallout or acts of nature.
- Q. ---Accidents, scratches, chips, bruises and gloss reduction due to normal vehicle use and maintenance.

This warranty terminates upon transfer of possession or ownership of the vehicle from the original purchaser.

BARGERSVILLE November 1, 2012 Supersedes All Previous Warranties

THIS WARRANTY IS PROVIDED IN EXCLUSION OF ANY AND ALL OTHER REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED, NO PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES ON BEHALF OF SUTPHEN CORPORATION OTHER THAN SET FORTH HEREIN. ANY MODIFICATION TO THIS WARRANTY MUST BE IN WRITING AND APPROVED BY THE PRESIDENT OF SUTPHEN CORPORATION. THE PROVISIONS OF THIS LIMITED WARRANTY SHALL CONSTITUTE THE SOLE EXCLUSIVE REMEDIES OF A SUTPHEN VEHICLE PURCHASER.



WATERWAY WARRANTY

Telescopic Waterways

STANDARD TEN YEAR WARRANTY

Standard warranty is in effect for parts shipped after 4/15/10

A. PRESHIPMENT TESTING

All waterways fabricated by Amity are final inspected using the following pressure minimums:

1. Hydrostatic applications will be tested to 400 PSI unless specified otherwise on approved drawings. Operating pressures on installed systems are not to exceed 250 PSI at any point in the system. Warranty will be voided and Amity will not be held liable for failure and/or damage occurring from Water Hammering or freezing of water in any system.

B. COMPONENTS DESCRIPTION AND MAINTENANCE

1. All components are thoroughly greased at assembly. Since internally lubricated seals are used, regular greasing is not required. We recommend components not be greased at installation.
2. Slip Tube Assemblies may be greased at the Amity's regularly scheduled Aerial Inspections. The seals in the Slip Tube Assemblies are self-lubricating, so greasing is not mandatory. We do recommend a visual inspection of the Slip Tube Assembly while it is fully extended after initial installation, from that point on we recommend inspection every ten hours of aerial operation. If any deposits of aluminum appear, they are to be rubbed off using a Teflon scouring pad. Slip Tube Assemblies are designed to give long maintenance free service; however, like any product, problems may occur and periodic visual inspections will aid in determining if a potential problem exists and warrants a call to us. Care must be taken to keep debris off of extended tubes. We recommend wiping tubes with light oil (10 weight) or hydraulic oil after use, if tubes appear to have contamination on them. Under no circumstance are tubes to be cleaned with lacquer thinner, or any other solvent.

C. LIMITED WARRANTY, LIMITATIONS, CONDITIONS AND PROCEDURES REQUIRED

1. Products are warranted to be free of defects in labor and/or materials for a period of ten years from the date of purchase from the Amity and shall be repaired or replaced at the sole option and expense of the Amity provided the products alleged to be defective was used for its intended normal use operation and subject to the following qualifications and limitations.

Amity Machine

Amity Fire & Safety

Amity Flow

Amity Fabrication

[Telescopic Waterways \(/amity-fire-and-safety/telescopic-waterways\)](#)
[Fire Apparatus Swivel \(/amity-fire-and-safety/fire-apparatus-swivels\)](#)
[Aerial Swivel Elbows \(/amity-fire-and-safety/aerial-swivel-elbows\)](#)
[Aerial Water Systems Design \(/amity-fire-and-safety/aerial-water-systems-design\)](#)

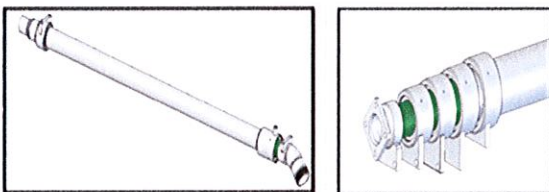
[Venturi Flow Meters \(/amity-flow/venturi-flow-meters\)](#)
[Segmental Wedge Meter \(/amity-flow/segmental-wedge-meter\)](#)
[Venturi Meter Design \(/amity-flow/venturi-meter-design\)](#)
[ASME PTC-6 \(/amity-flow/asme-ptc-6\)](#)

[ASME Pressure Vessels \(/amity-fabricators/asme-pressure-vessels\)](#)
[PED Pressure Vessels \(/amity-fabricators/ped-pressure-vessels\)](#)

2. Any alteration of product without consent from Amity is strictly forbidden and shall void warranty.
3. No welding shall be performed on finished product.
4. No responsibility is assumed for any malfunctions or damages which are occasionally caused by foreign objects which may be ingested into water system such as, but not limited to stones, sand or metal chips.
5. Amity assumes responsibility for our product, which is defective only, and therefore, it will not assume responsibility for labor to either remove or install our product unless it agrees in writing to assume such responsibility.
6. Unless otherwise approved in writing by the Amity all returns of defective (or allegedly defective products) are at Purchaser's expense and must include a RGA number issued by the Amity.
7. All warranty claims must be presented at the time the problem occurs, or as soon as practical thereafter, either called or faxed to the Amity and include the numbers on the assembly's Amity's label with a detailed explanation of the difficulty in order for the matter to be appropriately evaluated and resolved.
8. Amity will not be held liable for damage incurred during shipment.
9. No responsibility shall be assumed for misuse or improper mounting, unreasonably use or abuse of the Product and or failure to provide or use improper maintenance, failure to follow written installation and use in instruction or any use other than the customary designed use.

THE REMEDIES PROVIDED IN THE ABOVE EXPRESS LIMITED WARRANTY AND ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE. NO OTHER EXPRESS WARRANTIES ARE MADE. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE ARE LIMITED IN DURATION AS SET FORTH ABOVE. IN NO EVENT SHALL THE AMITY ASSUME OR BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.

THE WITHIN DESCRIBED WARRANTY SHALL ONLY BE AFFORDED TO THE ORIGINAL PURCHASER OR FOR INCORPORATION INTO ANOTHER UNIT AND TO FIRST PURCHASER AS PART OF COMPLETED UNIT, HOWEVER, THE WARRANTY PERIOD OF TEN YEARS COMMENCES UPON INSTALLATION INTO FINAL ASSEMBLY WITH THE UNDERSTANDING IT IS INSTALLED WITHIN SIX MONTHS OF PURCHASE.



Certifications:

Amity Industries is based in Douglassville, Pennsylvania, and is a PA-NJ-DE

Minority Supplier Development Council certified minority-owned business.

