

AGENDA
ISHPEMING CITY COUNCIL SPECIAL MEETING
Thursday, March 2, 2017 at 10:00 a.m.
Ishpeming City Hall, 100 E. Division Street, Ishpeming, MI 49849
City Hall Telephone Number: 906-486-1091

Meeting Called to Order


Roll Call

Public Comment

AGENDA ITEMS

1. Discussion on Utility Billing and Payment Policy
2. Appoint Brooke Routhier to fill a vacancy on the Planning Commission with the term expiring November of 2018
3. Revised Marquette County Dual Stream Recycling Agreement
4. Purchase a 2017 Ford Police Interceptor from Signature Ford

Adjournment


Mark Slown
City Manager

Memo: Special Meeting and Associated Issues

Date: February 24, 2017

Dear Members of the City Council and Key Staff:

At the February 8, 2017 Council meeting, City Council voted 4-1 to eliminate the \$50 Public Notice of Disconnect (PND) fee; however, Council did not approve the proposed revisions to the Policy document.

Staff members are concerned that we don't currently have an official City Council approved policy.

Based on direction from Council and other input I have received, I have redrafted the Utility Billing Policy to reflect what I believe to be the City Council's intention.

Other urgent items were ready for Council action, so they are on the agenda as well.

If you have any questions, suggestions, or changes, please let me know. Thank you.

Mark Slown, CM

Date Adopted May 23, 2016

Date Amended: February 8, 2017

Policy for Utility Billing and Payment Process

An initial monthly bill covering approximately thirty (30) days of water bill usage (please note that the 30 period may vary due to equipment or staff availability) is sent out to each customer on a monthly cycle and is due twenty-five (25) days after the billing date (as posted on the bill). If this bill goes unpaid, upon the due date, a 5% penalty is added to the past due balance when the next bill is prepared in the billing cycle. An account showing a previous balance due shall be stamped in red-ink "Past Due! Please pay past due balance by (____date) to avoid your service from being disconnected."

If the past due amount shown on the bill remains unpaid at the close of business (5:00 pm) on the day following the next due date, then on the following business day the City staff shall begin the process to issue a Public Notice of Disconnect (PND). ~~Automatically, at the beginning of that day, the process to issue a Public Notice of Disconnect (PND) is initiated and incurs a \$50.00 service charge, even if the payment is received prior to the PND actually being posted. The \$50 fee is intended to cover the average cost of processing the PND. The actual cost may vary due to circumstance and is irrelevant to the fee.~~

A PND represents a final 72 hour notice before service may be disconnected.

If, prior to the initiation of the PND, a payment is made in full for the amount past due, then the PND will not be initiated.

If the bill is paid within 72 hours of receiving posting the PND, service will not be disconnected. ~~the charge for the PND must also be paid.~~ If payment is not made in 72 hours, service will be disconnected. To restore service, the utility bill balance must be paid in full, including late charges, PND fee, and the appropriate seasonal delinquent turn on/turn off fee. After disconnect, payments must be made with cash, a money order or by credit card. Personal checks are not accepted once the service has been disconnected.

If a customer is unable to pay the utility bill in full they may fill out an Application for Temporary Extension to receive up to two weeks of relief or an Application of Hardship for an extension up to two months of relief before payment in full is required. Either application can be found online, picked up in person at City Hall or mailed upon request. The applications are to be filled out completely, signed, and returned in person to the Utility Billing Department. Application for Hardship Extension can only be filed once annually per address per customer. Application for Temporary Extension may be filed more than once per year per customer; however, after the first application, a \$20.00 processing fee must be paid with each application that is turned in. The Utility Department has the authority to deny an Application for Temporary Extension or Hardship at its sole discretion.

The City of Ishpeming will not be tracking payment plans. The City will manage the Utility Billing system as outlined in Ordinance 12-102 Subsection 6. Payments by customers made outside of these guidelines must have a current and approved Application for Temporary Extension or Application for Hardship Extension filed with the City.

~~Also per the Ordinance stated above, any utility accounts with an outstanding balance older than 45 days may be placed on the Winter tax roll as a lien on the property.~~

At the discretion of the City Manager or the Department of Public Works Director this policy may be lifted in times of extreme weather. The City shall not be required to inform customers of the lift in policy. When lifted, the policy becomes effective immediately on April 1st or as soon as weather permits with disconnect notice going to customers with a past due balance the month prior to enforcing the policy.

JAN 25 2017

RECEIVED

Marquette County Solid Waste Management Authority
 600 COUNTY ROAD NP • MARQUETTE MI 49855
 PHONE: (906) 249-4125 • FAX: (906) 249-9377

BOARD OF TRUSTEES

Randall Yelle, Chairperson
 Jorma Lankinen, Vice Chairperson
 Brett Schwenke, Trustee
 Carr Baldwin, Trustee
 Amy Manning, Treasurer
 Deborah Pellow, Secretary
 Dennis Honch, Trustee

MEMORANDUM

TO: Constituent Municipalities
FROM: Bradley A. Austin, Director
DATE: January 18, 2017
SUBJECT: Marquette County Dual Stream Recycling Program

Dear Constituent Municipality:

Per the Authority-Municipality Recycling Agreement, I am notifying all constituents in advance, and seeking support in the revision of agreement language pertaining to the Authority-Municipality profit sharing program.

Currently, the Authority has 14 municipalities, and the West End Transfer Station participating in the dual stream program. Nine municipalities contract a private hauler to direct haul curbside recyclables to the Authority. The West End Authority hauls recyclables directly to the landfill. Four other municipalities, haul direct to the landfill themselves utilizing trailers provided by the Authority.

The one remaining entity is serviced by the Authority. We provide equipment and staff. Recyclables are transported to the Authority on an "as needed" basis. This municipality is not eligible for the profit sharing program; whereas the Authority is providing the transportation and staff. All recyclable material is processed, baled, and shipped to the market from our location.

The current tipping fee rate for recycling is zero dollars per ton. Since 2012, roughly \$170,000.00 in tipping fees have been saved by the participating municipalities (see attached spreadsheet). Currently, I believe we can maintain no fees at the gate, however in order to sustain this program long term we need to ensure appropriate funding is in place. It is the Authority's intention to invest the revenue from the sale of recyclable materials; into the recycling program infrastructure, staff, and equipment as we continue to grow.

In order to make the recycling program more viable, I am asking for your support in the modification of the current profit sharing program. In lieu of the current profit sharing program, I propose a flat rate annual rebate to participating municipalities. The rebate amount will be determined by each participating municipality's *delivered* tons of recycling to the Authority at the end of the fiscal year (see attached spreadsheet). The rebate will be paid to each participating municipality by July 31 of each year.

In summary, participating municipalities in the county dual stream recycling program will not pay tipping fees for *delivered* recyclable materials. Effective **March 18, 2017** revenues from the sale of recyclable materials will be invested in recycling infrastructure, staff, and equipment. A flat rate annual rebate based on delivered tons, will be provided to each participating municipality at the end of the fiscal year. The

annual rebate is provided to those municipalities who direct haul (private hauler or themselves), recyclable materials to the Authority. All participating municipalities will be treated equally.

Please consider this correspondence as the 60 day notice to terminate the past recycling agreement. Please return an executed copy of the enclosed "new" recycling agreement prior to **March 18, 2017**, to avoid a break in participation in the recycling program.

We will apply all recycling revenues from recycling received at the Authority after **March 2, 2017**, to the new recycling program, unless we receive a writing from you by **March 1, 2017**, stating that you do not desire same.

In closing, I would like to thank all municipalities for participating in the county dual stream program. Your efforts are extending the life of the landfill for your residents, as well as all citizens of Marquette County.

If you have any questions or comments, do not hesitate to contact us.

Respectfully,

A handwritten signature in black ink, appearing to read "Bradley A. Austin". The signature is fluid and cursive, with a prominent loop at the end.

Bradley A. Austin, Director
Marquette County Solid Waste Management Authority

RECYCLING AGREEMENT

The Marquette County Solid Waste Management Authority and the City of Ishpeming (the "Municipality") wish to enter into this Agreement concerning the disposition of recyclable materials upon the following terms and conditions.

RECITALS:

- A. The Marquette County Solid Waste Management Authority ("MCSWMA") is an Authority authorized by the laws of the State of Michigan, which consists of 22 user municipalities located in Marquette County.
- B. The MCSWMA is governed by an Intergovernmental Agreement, which was enacted pursuant to Public Act 233 of 1955, and adopted on June 16, 1988.
- C. The Municipality is a Michigan municipal corporation located in Marquette County and a user municipality of the MCSWMA.
- D. Pursuant to the Intergovernmental Agreement, all of the solid waste generated in the Municipality is provided to the MCSWMA for disposal.
- E. MCSWMA is offering a Recyclables Program to the user municipalities to market recyclable materials for a profit.
- F. The parties recognize that marketing of recyclable materials in large volume typically results in a higher rate of return, which can result in a profit to be invested into the recycling program, and provide a per ton annual rebate to the user municipalities.
- G. The Municipality desires to participate in the Recyclables Program being offered by the MCSWMA.

THEREFORE, be it resolved that the parties agree as follows:

1. The Municipality agrees to collect recyclable materials and deliver those recyclable materials to the MCSWMA facility, at the Municipality's own cost.
2. The MCSWMA agrees to process and market the recyclables.
3. Profit, after expenses of MCSWMA, from the sale of the recyclables shall be invested in the recycling program. MCSWMA will award an annual rebate to participating municipalities. The rebate amount will be determined by each

participating municipality's delivered tons of recycling to the Authority at the end of the fiscal year. Rebate payment shall be made by July 31 of each year. (See attached the initial rebate amounts)

4. The MCSWMA reserves the right to define what items are considered recyclables. You will be provided notice of any changes. Currently, the following items are considered recyclables:
 - a. Metal;
 - b. Solid plastic;
 - c. Glass;
 - d. Paper (including paperboard); and
 - e. Cardboard

5. The Authority has the sole discretion to determine if it becomes financially necessary to impose a cost for the acceptance of recyclables, or change in the per ton annual rebate amounts. The Municipality will be notified at least 60 days in advance of any such changes. All participating municipalities shall be treated equal.

Term. This Agreement shall continue until either party provides the other party with sixty (60) days written notice of termination.

Entire Agreement. This document reflects the entire agreement of the parties. Parol evidence is strictly forbidden in the interpretation of this Agreement. Interpretation is limited to the four corners of this document.

Execution in Parts and Electronically. This Agreement may be executed in parts, on different dates and at different times. The date the last required signature is attached hereto is the effective date of this Agreement. The parties agree this document may be executed by facsimile, email, or other electronic means, and the parties agree to treat electronic signatures as originals.

Amendments. Any amendments to this Agreement must be in writing and signed by both parties.

Notices. Notices to the parties shall be sent to the following addresses:

MARQUETTE COUNTY SOLID WASTE
MANAGEMENT AUTHORITY
600 County Road NP
Marquette, MI 49855

City of Ishpeming
100 E. Division St.
Ishpeming, MI 49849

Attestations. Acceptance of this Agreement is attested to as follows:

**MARQUETTE COUNTY SOLID WASTE
MANAGEMENT AUTHORITY**

/s/ _____
Brad Austin, Director

Date

Municipality

/s/ _____
By:
Its:

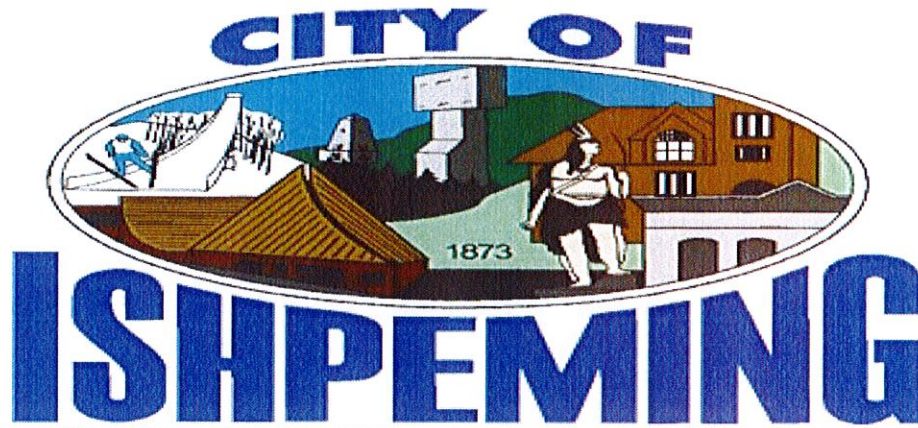
Date

RECYCLABLES TOTALS

	2012 TONS	2012 LANDFILL TIPPING FEE SAVED	2013 TONS	2013 LANDFILL TIPPING FEE SAVED	2014 TONS	2014 LANDFILL TIPPING FEE SAVED	2015 TONS	2015 LANDFILL TIPPING FEE SAVED	2016 TONS	2016 LANDFILL TIPPING FEE SAVED	TOTAL LANDFILL TIPPING FEE SAVED	TOTAL TONS
GROCOLAV TOWNSHIP (CHD)	174.98	\$6,736.73	2,194.5	\$8,448.83	22,744	\$87,564.4	2,361.19	\$10,274.27	236.64	\$10,550.80	\$44,767.06	1094.90
FORSYTH TOWNSHIP (FRT)	47.47	\$1,827.60	4,327	\$1,685.90	65.92	\$2,537.92	61.90	\$2,666.55	60.44	\$2,697.88	\$11,389.34	278.40
GRAYSHIRE TOWNSHIP (ISC)	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$6,197.84	139.20
ISHPEMING TOWNSHIP (IST)	36.97	\$1,423.35	38.92	\$1,486.87	61.50	\$2,367.75	54.73	\$2,380.76	63.60	\$2,837.72	\$10,496.44	255.42
MICHIGAMME TOWNSHIP (MHP)	10.03	\$386.16	12.33	\$474.21	14.70	\$565.95	14.09	\$612.92	14.66	\$622.26	\$2,681.99	65.51
CITY OF MARQUETTE (MQC)	0.00	\$0.00	0.00	\$0.00	394.61	\$15,192.49	618.48	\$26,903.88	654.46	\$29,127.27	\$71,223.64	1667.55
MARQUETTE TOWNSHIP (MQP)	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	22.03	\$5,475.11	\$5,475.11	122.03
CITY OF NEGAUNEE (NGC)	72.90	\$2,806.65	97.30	\$3,715.05	108.76	\$4,187.26	103.79	\$4,514.87	113.53	\$5,049.28	\$20,303.10	496.28
NEGAUNEE TOWNSHIP (NGD)	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	59.53	\$2,694.98	\$2,694.98	59.53
RICHMOND TOWNSHIP (RMT)	11.94	\$459.69	19.10	\$735.35	14.19	\$546.32	12.99	\$565.07	13.09	\$582.16	\$2,888.58	71.53
REPUBLIC TOWNSHIP (REP)	0.00	\$0.00	6.58	\$638.63	12.25	\$474.63	23.23	\$1,010.51	27.23	\$1,213.97	\$3,334.43	79.29
SANDS TOWNSHIP	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	6.36	\$289.38	\$289.38	6.36
SKANDIA WEST BRANCH TOWNSHIP (SWB)	12.00	\$462.00	8.64	\$7,764	19.04	\$733.04	25.47	\$1,107.95	23.18	\$1,038.64	\$4,059.16	98.28
TILDEN TOWNSHIP (TLT)	14.38	\$553.63	26.70	\$966.95	21.43	\$825.06	20.64	\$897.84	20.10	\$895.81	\$3,969.29	97.25
WEST BRANSEER STATION (WIS)	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	17.80	\$774.30	14.48	\$647.16	\$1,421.46	17.80
TOTAL RECYCLABLES BY MUNICIPALITIES	380.67	\$14,655.80	485.99	\$18,570.62	939.84	\$36,183.84	1,188.71	\$51,708.89	1,568.38	\$69,932.63	\$191,191.77	4,549.33

MARQUETTE COUNTY RECYCLING ANNUAL REBATE PER TON (S)	
DELIVERED RECYCLABLE TONS RECEIVED	ANNUAL FLAT RATE REBATE AMOUNT
.01-10	\$50.00
10.1-20	\$100.00
20.1-30	\$250.00
30.1-50	\$500.00
50.1-70	\$750.00
70.1-100	\$1,000.00
*Additional \$100.00 rebate for each 100 tons of delivered recyclables received	

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CITY OF ISHPEMING

FEB 01 2017

RECEIVED

To: Mark Slown, City Manager

From: Chad M. Radabaugh, Interim Chief of Police

Date: 2/1/2017

Re: New Patrol Vehicle / Competitive Bidding

Per the 2017 City budget the police department has been allotted \$45,000 for the purchase of a new emergency patrol vehicle. This vehicle is to replace our Chevrolet Tahoe which has been removed from service due to consistent mechanical failure and the continued cost to fix it.

I checked with local dealers and other law enforcement agencies in Marquette County and was advised to contact Signature Ford of Owosso Michigan. This dealership has a contract with the State of Michigan to provide police vehicles, with no local dealerships able to get a vehicle for us anywhere near the price Signature Ford would be able to due to the contract that they have. It has also been brought to my attention that our department's last vehicle purchase in 2014 was also through Signature Ford of Owosso Michigan.

I got a price from Signature Ford for a new 2017 Ford Police Interceptor. The price is \$27,520.00.

Due to this low price, I would ask that the City Council waive competitive bidding in buying this vehicle and allow me to get it ordered as soon as possible.

Thank you,

Sincerely

A handwritten signature in black ink, appearing to read 'Chad M. Radabaugh', is written over the word 'Sincerely'.

Chad M. Radabaugh