

AGENDA
ISHPEMING CITY COUNCIL REGULAR MEETING (ORGANIZATIONAL MEETING)
Wednesday, December 5, 2018, 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 (November 7th)
 - b. Approval of Disbursements (Mayor Lehmann and Councilman Skauge)
 - c. Reappoint Gabe Seelen, Angelo Bosio, and Brooke Routhier to 3 year terms on the Planning Commission
 - d. Reappoint Dave Johnson to a three year term on the Housing Appeals Board
 - e. Reappoint Dave Johnson to a three year term on the Zoning Appeals Board
 - f. Reappoint Jim Bertucci to a three year term on the Negaunee/Ishpeming Water Authority
 - g. Appoint Justin Koski to the vacant term on the Parks and Recreation Commission expiring 5/2020
 - h. Special Event Application: 906 Polar Roll – February 16, 2019
 - i. Special Event Application: Ishpeming Ski Club/Superiorland Ski Club: February 15/16, 2019
 - j. Special Event Application: Red Earth 24: May 31-June 2, 2019
 - k. Invoice for repairs to the sidewalk plow
8. Monthly Financial Statement Report
9. Public Hearing for alley vacation request: Alley between lots 408 and 412 on South Fourth Street
10. 2018 Budget Amendments
11. Rural Development Water Project
 - a. Change Order #10 – Contract I
 - b. Change Order #9 – Contract II
 - c. Rural Development Draw #14
 - d. Change Order #6 – Contract III
 - e. Pay Application #12 – Contract III
12. First Reading of Amendment to Ordinance #11-600, Regulating the Ishpeming Cemetery
13. Pipe Gates Installation at Al Quaal to be done by the Deer Lake Association
14. Adopt 2019 City of Ishpeming Fee Schedule
15. 2019 City Health Insurance Coverage
16. Resolution #14-2018, Health Insurance per Public Act 152 of 2011
17. Revision to the MERS Defined Benefit Plan Document for Division 10 – Supervisors
18. Reschedule the July 3, 2019 meeting to July 10, 2019
19. City Council Committee Appointments
20. Establish a Blight Committee
21. Establish a Committee to discuss parking of commercial trailers and travel trailers
22. Schedule Meetings on Sustainability
23. Old Business
24. New Business
25. Mayor and Council Reports
26. Manager's Report
27. Attorney's Report
28. Adjournment



Mark Slown, City Manager

7h

CITY OF ISHPEMING

SPECIAL EVENT APPLICATION

Please complete this application and return it to the City Manager's Office at least 45 calendar days prior to the starting date of the event.

Organization's Name 906 ADVENTURES TEAM Phone 906-748-0034

Organization Address 148 W. HUNNITY AVE

Organization's Agent TODD PODJURK Phone 906-748-0034

Agent's Title PRESIDENT

Agent's Address 51 LINDA STREET M2T.Mi

Event Name POLAR ROLL

Event purpose FAT BIKE EVENT

Event Dates FEBRUARY 16TH

Event Times 5:00AM - 5:00PM

Event Location ISHPEMING HIGHT SCHOOL

1. Type of Event:

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

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: _____

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.

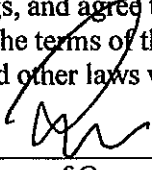
d. All liquor vendors must obtain a liquor license for the event which must be approved by the Michigan Liquor Control Commission and must provide the City with a Certificate of Insurance which names the City as an additional named insured on the policy.

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.

11.10.18
Date


Signature of Organization's Agent

Return this Application at least forty-five (45) days prior to the first day of the event to:

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

Exhibit B**INDEMNIFICATION AND INSURANCE AGREEMENT**

The 906 ADVENTURE TEAM agree(s) to defend, indemnify and hold harmless the City of Ishpeming, from any claim, demand, suit, loss, cost of expense or any damage which may be asserted, claimed or recovered against or from the CITY OF ISH by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the performance of this contract and regardless of which claim, demand, damage, loss, cost of expense is caused in whole or in part by the negligence of the City of Ishpeming or by third parties, or by the agents, servants, employees or factors of any of them.

It is further understood and agreed that the City of Ishpeming, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers shall be an Additional insured on the organization's liability insurance policy. It is further understood and agreed that by naming the City of Ishpeming as an additional insured, coverage afforded is considered to be primary and any other insurance the City of Ishpeming may have in effect shall be considered secondary and/or excess.

It is further understood and agreed that the organization's liability insurance policy shall be Comprehensive General Liability including contractual coverage with limits in an amount of at least One Million (\$1,000,000) Dollars per occurrence, One Million (\$1,000,000) Dollars aggregate bodily injury and One Million (\$1,000,000) Dollars aggregate property damage or One Million (\$1,000,000) Dollars Combined Single Limit.

It is further understood and agreed that the Certificate of Insurance shall be delivered to the City of Ishpeming, Office of the City Manager, at least forty-five (45) days prior to the scheduled event. In the event that the organization fails to comply with this requirement, the City of Ishpeming will take reasonable steps as may be necessary to advise the organization and the general public that the event will not occur.

Signature: _____

Date: _____

Witness: _____

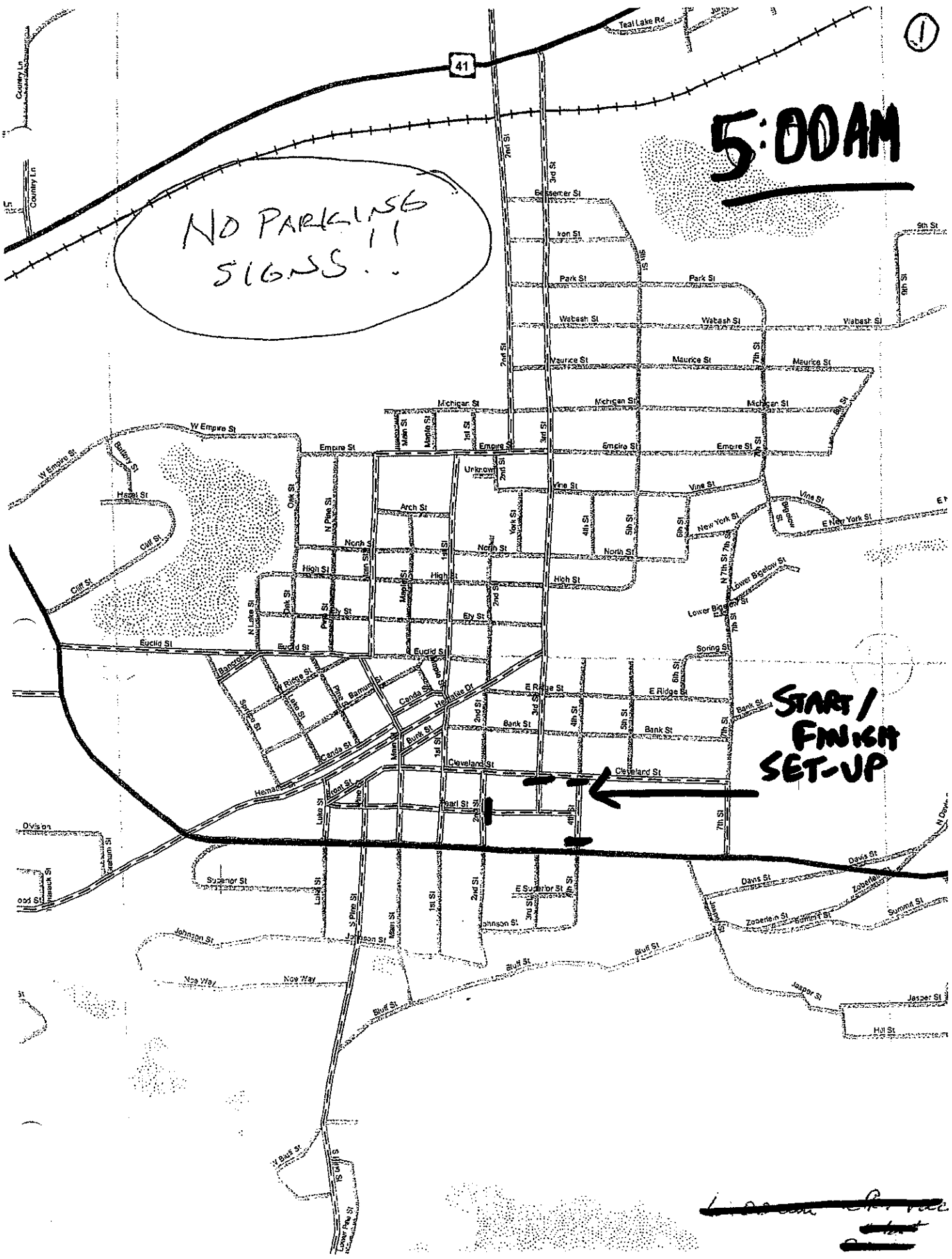
7/21/2015

①

5:00AM

NO PARKING
SIGNS..

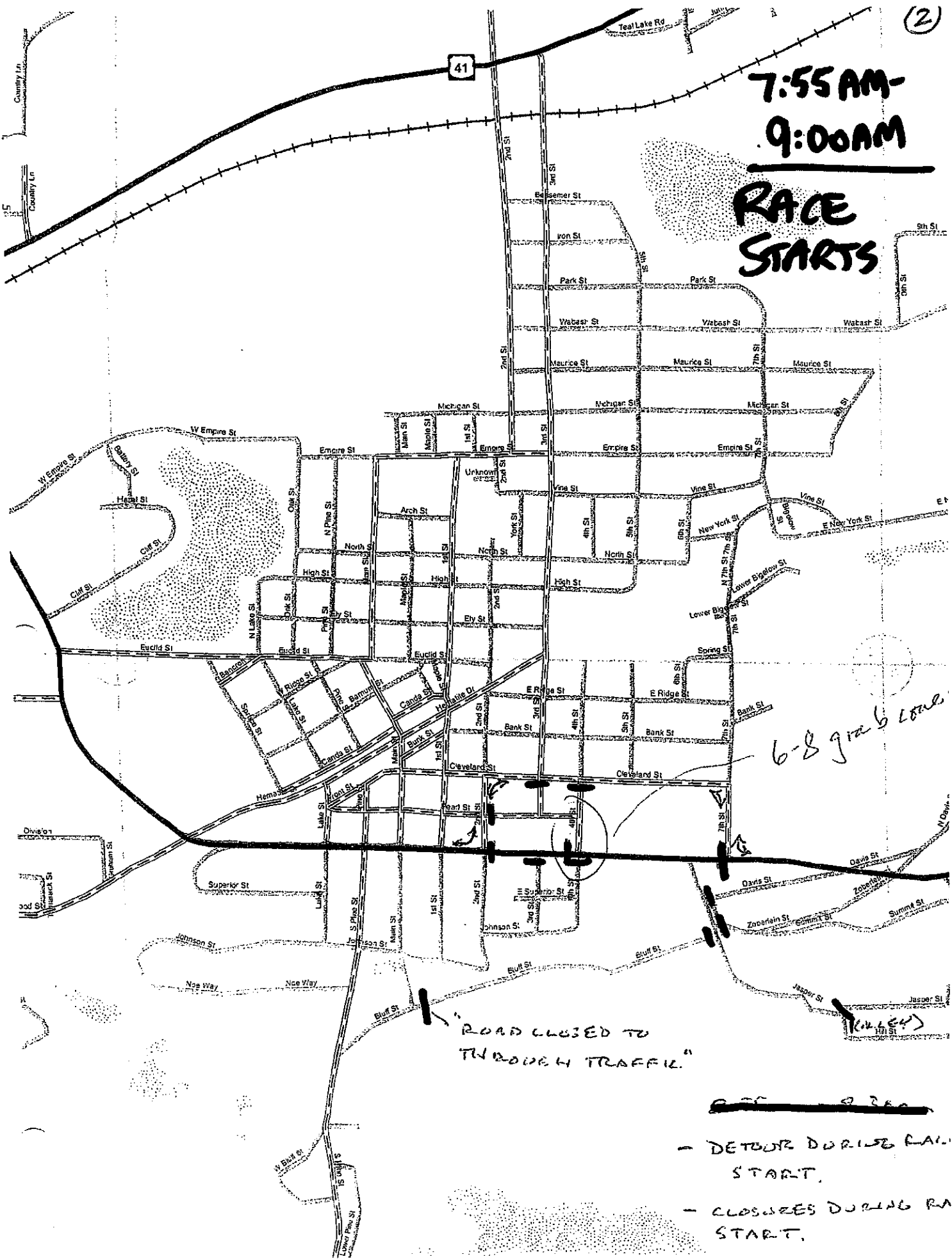
**START /
FINISH
SET-UP**



~~1:00pm~~ ~~Private~~
~~Event~~

7:55 AM-
9:00 AM

RACE STARTS



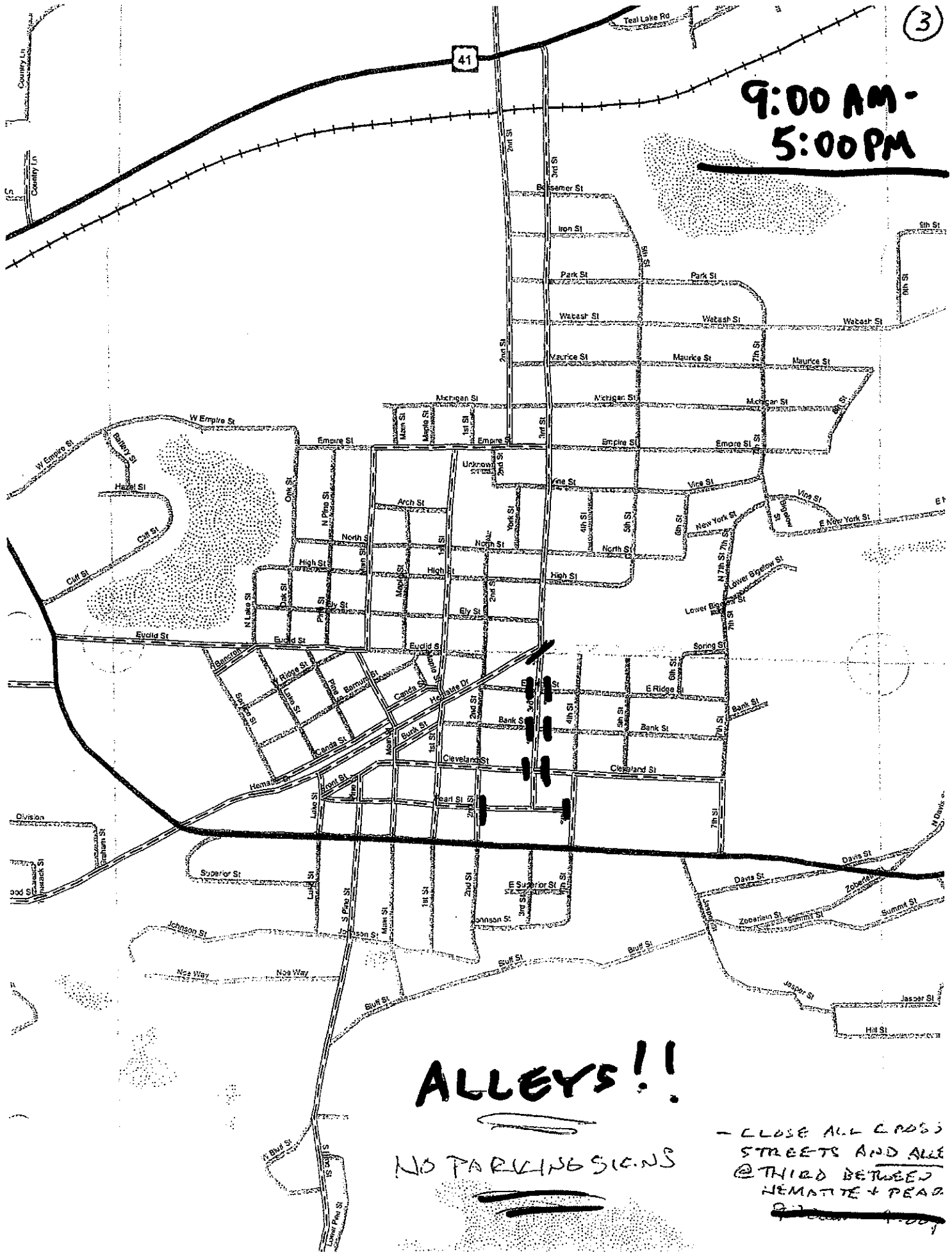
ROAD CLOSED TO
THROUGH TRAFFIC

6-8 grab 6 lanes

- DETOUR DURING RACE START.
- CLOSURES DURING RACE START.

(3)

9:00 AM -
5:00 PM



ALLEYS!!

NO PARKING SIGNS

- CLOSE ALL CROSS
STREETS AND ALLEYS
@ THIRD BETWEEN
HEMATITE & PEABODY
9:00 AM - 5:00 PM

Roll-out / Hill Street / Volunteer Stations



SHORT RACE: VOLUNTEER LOCATIONS

Google



2018 Race Description

15-Mile Event

The 15-Mile event will begin and end at the Ishpeming High School.

35-Mile Event

The 30-Mile event will begin and end at the Ishpeming High School.

Snowshoe Event

The 15k snowshoe event will start at the top of Hill Street.

All three races are road rules. We will cover key crossings east of town on 28 and at points on Malton Road while traffic is condensed. Caution signage will be used throughout the course where multi-users may converge.

All events will use RAMBA maintained singletrack.



2018 906 Polar Roll Fat Bike Race

Incident and Emergency Plan

Introduction

In planning the event, the Race Directors have considered a full spectrum of incidents and injuries that may occur. The nature of long distance fat bike races is such that competitors need to be self-supporting in remote areas. They will be instructed to carry a cell phone (they will be urged to keep the phone inside a jacket to maintain an operable battery) and to utilize 911 in case of an emergency.

Date: February 16th – 17th, 2019

Venue: Marquette County, Michigan. Both races will start in downtown Ishpeming from the Ishpeming High School and finish back at the high school.

Saturday Schedule

7:50 AM	Announcements, National Anthem
8:00 AM	35-Mile Race Roll-out (at High School)
8:15 AM	15-Mile Race Roll-out (at High School)
9:00 AM	15k Angry Bear Snowshoe (top of Hill Street)
5:00 PM	We're hoping everyone is off the course!
7:00PM	After Party
8:30PM	Jan Roubal Classic



Event Staff:

Event Directors

Name: Todd Poquette, Ryan Grim

Volunteer Director:

Name: Tara Gluski

Aid-Station Coordinator:

Name: Tara Gluski

Road crossing/Safety Training

Name: Todd Poquette/Ryan Grim

Event Timing/Registration

Name: Chris Andersen

Course Officials (responsibilities):

1. Competitor, support crew and public safety.
2. Support vehicles.
3. Reinforcement of ROAD RULES
4. Assistance to competitor's if/when required.
5. To communicate an injury or emergency to 911.
6. To act as a source of information for public/competitor/support crews.
7. Direct media inquiries to Event Director (Todd Poquette).

Allocation of Resources:

1. First Aid Kits, blankets/additional clothing, heat at Aid Stations.
 2. Mobile phones with all race officials on racecourse.
 3. Race Number plates: allocated to participants before the event.
 4. Timing: Superior Timing
 5. Race sweep to confirm the course is clear of riders.
-



Search and Rescue:

1. Search and Rescue is aware of the event and will have staff on standby the weekend of the event.
2. All participants **MUST** take responsibility for the decision to participate in such a demanding, high exertion event. Portions of the course are remote and access is limited to snowmobile only.
3. All participants will be advised to contact 911 in the event of an emergency.

Event and Traffic Management Signage

Polar Roll course signage, traffic management signage and safety signage will be strategically placed throughout the course route. Signage will be up the day prior to the event and removed the day following the event. All racers will be advised

“Road Rules” apply – traffic will not stop for racers, bikes must yield to traffic

Competitor Briefing

Athletes will be briefed prior to the race start.

Race brief will include course details; identify known hazards, race rules and emergency procedures. In the event of a significant injury, participants are to use their phone to contact 911. In the event of no coverage they should relay information to the nearest course official or aid-station.

Volunteer Briefing

Volunteers will be briefed prior to the race. Race brief will include course details; identify known course hazards, race rules and emergency procedures. In the event of a significant injury they will be advised to contact 911. Volunteers will also be advised to watch competitors as they pass through various check points for things such as potential frostbite or a racer who appears to be struggling with the elements.

Media

The sole person to communicate to the media will be the race director.



Clearly Identified checkpoints

Event volunteers will man clearly identified aid-stations. Volunteers will not leave their designated post until the race sweep has passed and given the "all clear" signal, indicating all competitors have cleared the course up to that point.

In the event of an accident or injury

1. All race participants will be notified at the race briefing that if an accident occurs, to contact 911 or a race course official who will then contact 911 and notify them of the accident, location and circumstances.
2. Non-threatening or minor injuries should be reported directly to the Race Director or other another course official.

Aid-Stations

Aid-stations will be established across the race route to provide fluids, food, heat and shelter if necessary for participants. Expect two aid station locations.

Ear buds/Audio devices

No audio equipment of any type should be used by any participant taking part in the 906 Polar Roll. Participants found to have audio equipment at the race start will be asked to remove it or be disqualified from the race.

Snowmobile Trail Etiquette and Safety

When coming into contact with snowmobiles please be respectful. If crossing a snowmobile trail yield the right of way. BIKES MUST KEEP TO THE RIGHT.

NO SHUTTLE SERVICE

Shuttle services will not be provided.

NO DROP BAGS

Drop bags will not be handled by race officials.



“Road Rules” apply – traffic will not stop for racers, bikes must yield to traffic

Mandatory Equipment

1. **Cycling specific helmet.** CPSC, ANSI or SNELL approved.
2. **Number plate attached to the front of the bike with timing chip on the back of the plate.**
3. **Fat Bike* (Tires 3.7” or wider)**

Not allowed:

1. Ear buds or audio devices of any kind. Our racers will need to be dialed into their surroundings. For part of the race you will be riding on snowmobile trails. You need to know when a snowmobile is approaching you. Riders attempting to use ear buds, headphones etc. will be removed from the starting line.
2. Tandem Fat Bikes.
3. MTB Bikes or any bike with tires less than 3.7” wide.

***Anyone attempting to ride on what we deem to be non-fat bike equipment, a MTB bike or anything we cannot anticipate someone might try to use that would harm the overall experience of the race for other will be removed from the race at the starting line.**

4. NO EBIKES



Single-track Etiquette

1. On the snow groomed single-track stay within the middle of the groomed surface for the best experience. The snow is both soft and deep to the immediate left and right of the groomed footprint.
2. If you find yourself walking and pushing your bike, walk on the LEFT and push your bike on the RIGHT.
3. If your bike has a mechanical breakdown and is not ride-able please walk your bike out to the nearest walk-out/mountain bike patrol station. If you are unsure which walk-out/mountain bike patrol station is the closest, please walk forward. Please avoid walking directly on the trail to avoid damaging the trail for other participants. When racers catch up to you please remove yourself and your entire bike from the trail footprint.
4. As snow is made from nature it is not possible to guarantee its solidity throughout an entire race event. Please keep an eye out for deteriorating trail conditions throughout the race. Please alert the race official and/or mountain bike patrol at the nearest walk-out/mountain bike patrol station.

Passing: If a racer has caught up to you please stop and remove yourself from the trail in order to allow the faster cyclist passage. The approaching racer is to yell "On your RIGHT." As a 20" snow groomed single-track trail does not allow appropriate space for passing, the slower racer is asked to respect this request.

In the event of an accident or injury

1. All race participants will be notified at the race briefing that if an accident occurs, to contact 911 or a race course official who will then contact 911 and notify them of the accident, location and circumstances.
2. Non-threatening or minor injuries should be reported directly to the Race Director or other another course official.

We're going to avoid trying to outline a one-size fits all contingency plan. As the race approaches, should a contingency plan be necessary, we will base said plan on the current weather conditions.

Weather Contingency Plan

With the general unpredictability of winter weather in the Upper Peninsula there will always be a chance the race may be adversely affected by an exceptional weather event. The race committee and grooming teams feel very strongly that aside from a particularly unusual weather event the Polar Roll should always be able to proceed as planned. The



Polar Roll Ethos: We race in whatever weather the day offers us. Due to the belief we should allow you, the racer, to decide whether or not you race – registration fees will not be refunded.

In the event operation of the race would put people at risk... we will find some way to take you on an adventure... Lets hope it never comes to that.



2018 Race Description

15-Mile Event

The 15-Mile event will begin and end at the Ishpeming High School.

35-Mile Event

The 30-Mile event will begin and end at the Ishpeming High School.

Snowshoe Event

The 15k snowshoe event will start at the top of Hill Street.

All three races are road rules. We will cover key crossings east of town on 28 and at points on Malton Road while traffic is condensed. Caution signage will be used throughout the course where multi-users may converge.

All events will use RAMBA maintained singletrack.

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CITY OF ISHPEMING

SPECIAL EVENT APPLICATION

Please complete this application and return it to the City Manager's Office at least 45 calendar days prior to the starting date of the event.

Organization's Name ISHPEMING SKI CLUB / SUPERIORLAND SKI CLUB Phone 651 788 5794
Organization Address PO BOX 128, 134 / SUICIDE BOWL RD.
Organization's Agent RICHARD ZIEGLER Phone 651 788 5794
Agent's Title V.P. OF ISC
Agent's Address 1785 CO RD 492 MARQUETTE MI 49855
Event Name MI STATE HIGH SCHOOL CROSS COUNTRY SKI CHAMPIONSHIPS
Event purpose END OF SKI SEASON CHAMPIONSHIPS

Event Dates FEB 15 & 16, 2019
Event Times FEB 15: NOON -> 4:30 pm FEB 16: 8:00 am - 3 or 4:00 pm
Event Location ALQUAAL

1. Type of Event:

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

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.

11/13/18
Date

R.D. 30
Signature of Organization's Agent

Return this Application at least forty-five (45) days prior to the first day of the event to:

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/21/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SportUnderwriters.com Inc. A Division of Sport and Special Event Insurance Agency USA P.O. Box 1131 Lake Placid NY 12946	CONTACT NAME: PHONE (A/C, No, Ext): 866-889-4763 E-MAIL: info@sportunderwriters.com ADDRESS: PRODUCER CUSTOMER ID #:	FAX (A/C No): 866-467-8770
INSURED SSEI Program Management Inc. Ishpeming Ski Club PO Box 127 Ishpeming, MI, 49849	INSURER(S) AFFORDING COVERAGE INSURER A: Atlantic Specialty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
	NAIC # 27154	

COVERAGES**CERTIFICATE NUMBER:** A-YS-SU-17-12-19-36268-17**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL NSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> INCLUDES ATHLETIC PARTICIPANTS GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	N	CP04724-03	12/22/2017	12/22/2018	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 300,000 MED EXP (any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below		N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER ABUSE/MOLESTATION COVERAGE	Y		CP04724-03	12/22/2017	12/22/2018	EACH OCCURRENCE \$5,000 AGGREGATE \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

Liability Policy Deductible: \$ 0.00 per each bodily injury or property damage claim. ISO Occurrence form CG 00 01 04 13 and company's specific forms.

Re: Skiing - Cross Country, Strength & Conditioning, Roller Skiing: 06/01/2018 - 10/31/2018

Coverage for Participant Legal Liability requires that every participant signs a waiver/release. The certificate holder is named as Additional Insured with respect to negligent acts or omissions of the Named Insured and only with respect to the Operations of the Insured during the coverage period.

CERTIFICATE HOLDER**CANCELLATION**

City of Ishpeming 100 E. Division Street Ishpeming, MI, 49849	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Mark Di Perno
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CITY OF ISHPEMING

SPECIAL EVENT APPLICATION

Please complete this application and return it to the City Manager's Office at least 45 calendar days prior to the starting date of the event.

Organization's Name Red Earth LLC Phone 906.235.1670
 Organization Address 767 S. Pine St, Ishpeming, MI 49849
 Organization's Agent Justin L. Koski Phone 906.235.1670
 Agent's Title Race Director
 Agent's Address 767 S. Pine St. Ishpeming
 Event Name Red Earth 24
 Event purpose Get people coming to Ishpeming to enjoy our amazing Mountain bike trails! Raise money for the Iron Ore Heritage Trail!
 Event Dates May 31 - June 1/2, 2019
 Event Times May 31 @ Noon through June 2 @ 3pm
 Event Location See Material Attached: Map 1

1. Type of Event:

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

2. Annual Event: Is this event expected to occur next year? ☒ YES ☐ NO *This is the 2nd Annual...*

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 First Full Saturday / Sunday in June

Next year's Specific Dates: June 5, 6, 7, 2020

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. *See Map 2 + Map 3*

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

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

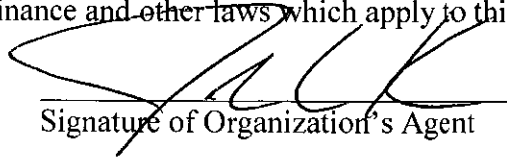
6. Other Requests: None.

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

- A certificate of Insurance must be provided which names the City of Ishpeming as an additional named insured party on the policy.
- Event organizers and participants will be required to sign Indemnification Agreement forms.
- 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.
- 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.
- 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.
- 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.

11/12/18
Date


Signature of Organization's Agent

Return this Application at least forty-five (45) days prior to the first day of the event to:

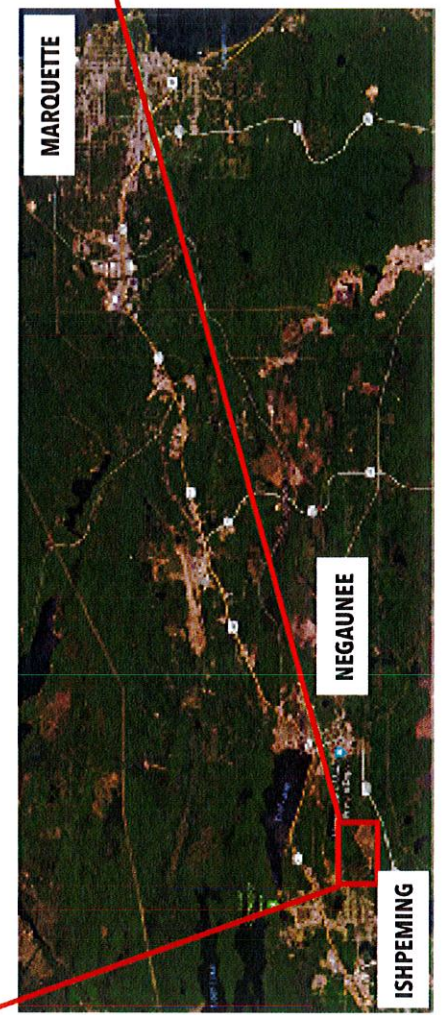
City Manager's Office
City Hall
E. Division Street
Ishpeming, Michigan 49849

RED EARTH 24 | RACE HEADQUARTERS
June 1, 2019

- RACE COURSE
- MEDICAL TENT
- VEHICLE PARKING
- TEAM CAMP SITES
- SOLO CAMP SITES

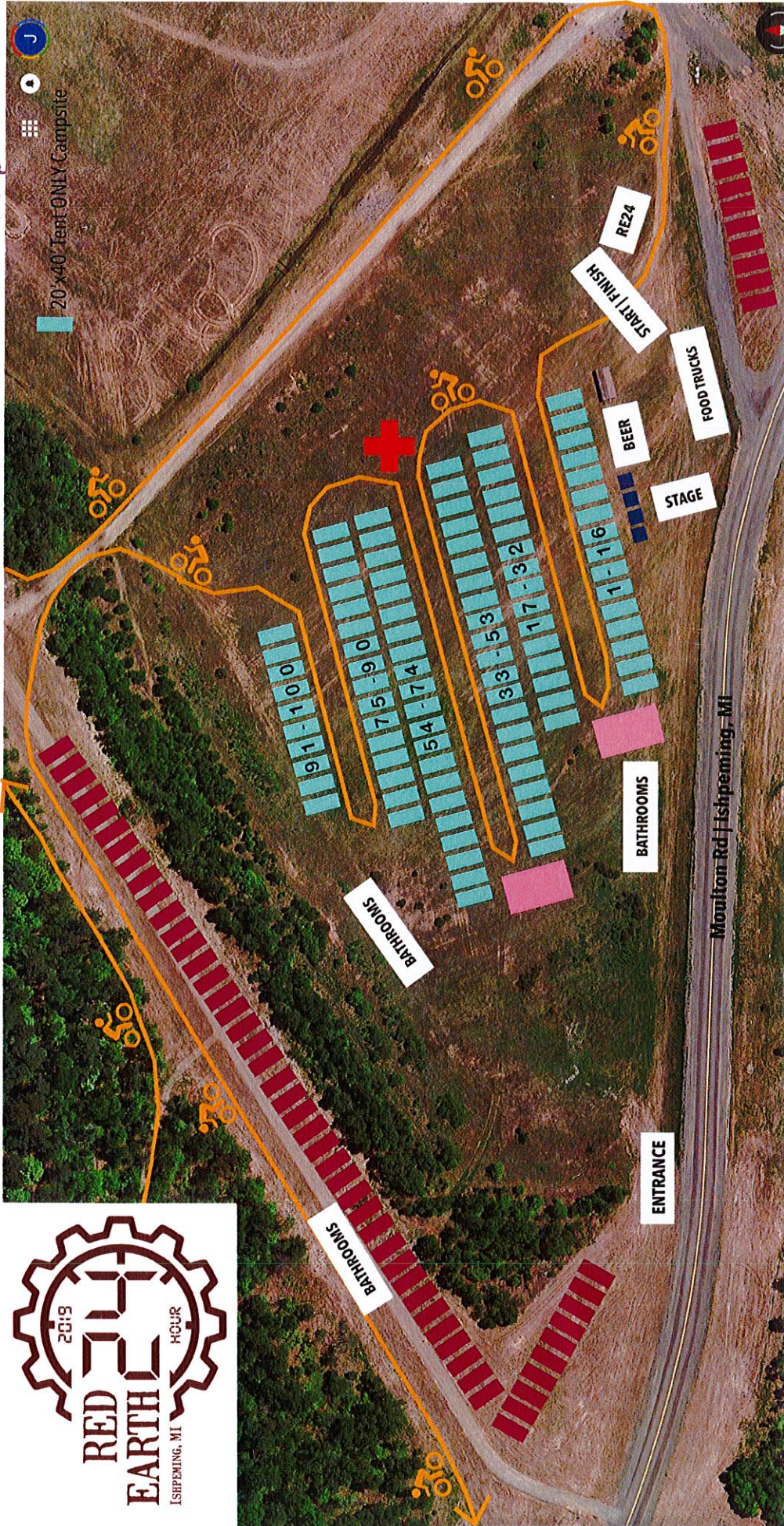


The old model -
airplane field
RED EARTH 24
June 1, 2019



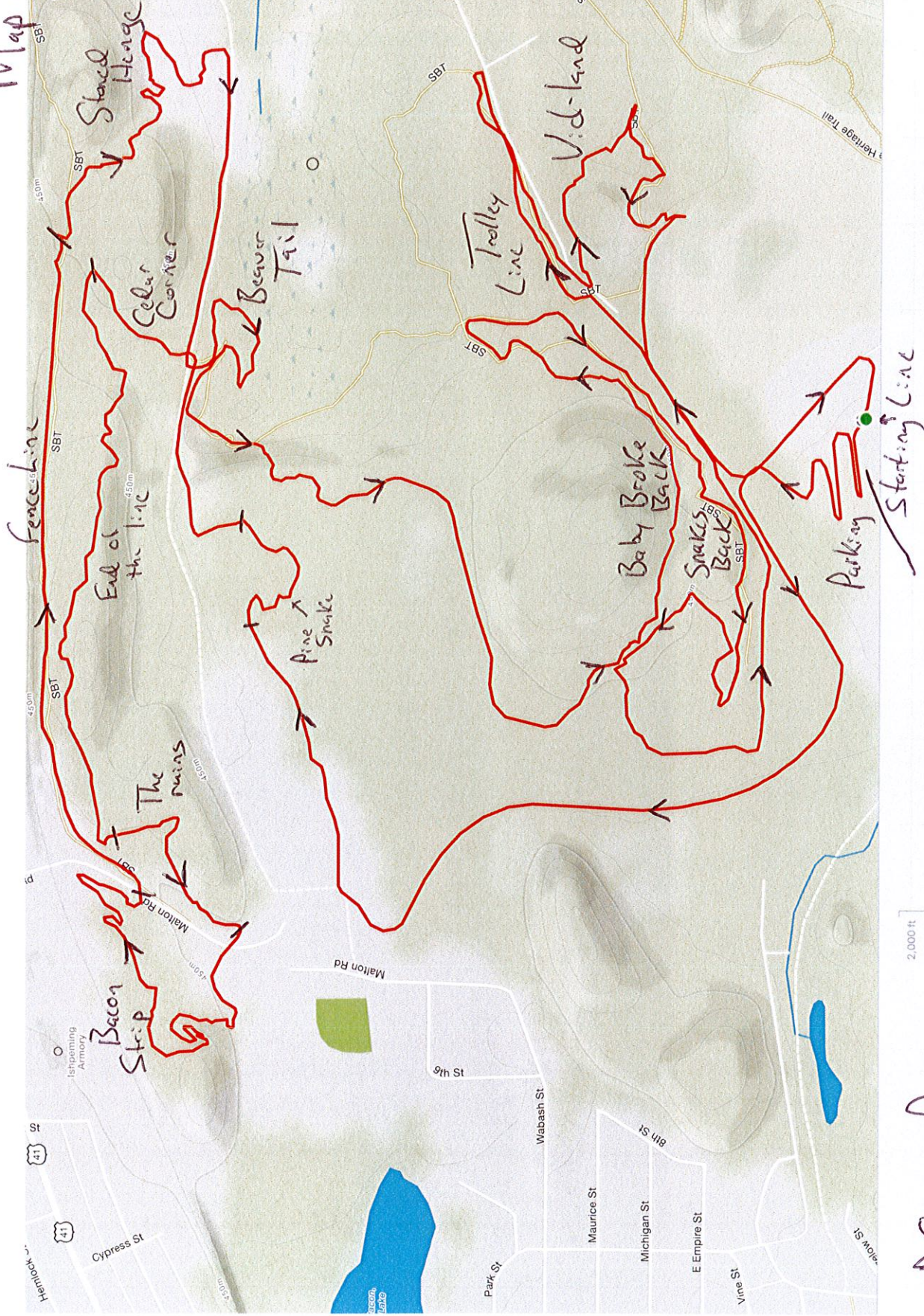


Map 2



This race does not require any assistance from the city, we do not need any barricades, road closures, etc.

Map 3



RE24 Race Course

Exhibit B**INDEMNIFICATION AND INSURANCE AGREEMENT**

The Red Earth LLC agree(s) to defend, indemnify and hold harmless the City of Ishpeming, from any claim, demand, suit, loss, cost of expense or any damage which may be asserted, claimed or recovered against or from the Red Earth LLC by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the performance of this contract and regardless of which claim, demand, damage, loss, cost of expense is caused in whole or in part by the negligence of the City of Ishpeming or by third parties, or by the agents, servants, employees or factors of any of them.

It is further understood and agreed that the City of Ishpeming, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers shall be an Additional insured on the organization's liability insurance policy. It is further understood and agreed that by naming the City of Ishpeming as an additional insured, coverage afforded is considered to be primary and any other insurance the City of Ishpeming may have in effect shall be considered secondary and/or excess.

It is further understood and agreed that the organization's liability insurance policy shall be Comprehensive General Liability including contractual coverage with limits in an amount of at least One Million (\$1,000,000) Dollars per occurrence, One Million (\$1,000,000) Dollars aggregate bodily injury and One Million (\$1,000,000) Dollars aggregate property damage or One Million (\$1,000,000) Dollars Combined Single Limit.

It is further understood and agreed that the Certificate of Insurance shall be delivered to the City of Ishpeming, Office of the City Manager, at least forty-five (45) days prior to the scheduled event. In the event that the organization fails to comply with this requirement, the City of Ishpeming will take reasonable steps as may be necessary to advise the organization and the general public that the event will not occur.

Signature: 

Date: 11/11/18

Witness: 



www.miller-bradford.com

Corporate Office:
W250 N6851 Hwy 164
P.O. Box 904
Sussex, WI 53089
1-800-242-3115

DeForest, WI 1-800-585-7219
De Pere, WI 1-800-638-7448
Eau Claire, WI 1-800-585-7232
Marathon, WI 1-888-886-4410
Negaunee, MI 1-800-562-9770
Rockford, IL 1-800-585-7231

Ship To: SAME AS BELOW

Invoice To: ISHPERING, CITY OF
100 E. DIVISION ST.
ISHPERING MI 49849

Branch 07 - NEGAUNEE		
Date 11/26/2018	Time 8:13:24 (O)	Page 1
Account No ISHPE003	Phone No 9064851091	Est No 02 000661
Ship Via		Purchase Order
Tax ID No		IL1170
		Salesperson LR1

ESTIMATE EXPIRY DATE: 12/20/2018

SERVICE ESTIMATE - NOT AN INVOICE

Your salesperson was LEONARD RIUTTA

Stock #: 9Z2781 Z-MISC

MS #: MV1047

Make: MC Model: MV

Is to have the following work done by 11/30/2018 (Estimated)

REPAIR PUMP DRIVE BEARINGS AND REPAIR PTO CLUTCH.

ADDITIONAL DESCRIPTION:

THIS IS ONLY AN ESTIMATE.

Part#	Description	Qty	Price	Amount
500-2001	CLUTCH RPR KIT	1	1331.43	1331.43
055-0027	SEAL	1	26.63	26.63
055-0026	SEAL	1	26.63	26.63
055-0037	SEAL	1	80.63	80.63
1113660	BRG,BALL 6207	4	39.96	159.84
1113661	BRG BALL 6208	4	71.95	287.80
1113664	SPACER SEAL	1	233.08	233.08
1113669	SEAL, OIL	1	26.64	26.64
1113662	BRG BALL 6209	2	79.96	159.92

MISCELLANEOUS CHARGES:	Description	Price	Amount
	MISC SHOP SUPPLIES	120.32	120.32
	ENVIRONMENTAL	62.00	62.00

Parts: 2332.60
Labor: 5664.00
Miscellaneous: 182.32
TOTAL: 8178.92

Authorization: _____

Thank You For Your Business!

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FUND ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<u>CLAIM ON CASH</u>				
101-000-009-000	CLAIM ON CASH	1,446,771.49 (	325,558.77)	1,121,212.72
202-000-009-000	CLAIM ON CASH	323,059.23 (	43,726.84)	279,332.39
203-000-009-000	CLAIM ON CASH	270,003.64	10,220.80	280,224.44
206-000-009-000	CLAIM ON CASH	21,575.60	0.00	21,575.60
211-000-009-000	CLAIM ON CASH	224,779.13	0.00	224,779.13
220-000-009-000	CLAIM ON CASH	(40,166.93)	0.00 (	40,166.93)
226-000-009-000	CLAIM ON CASH	236,969.73 (	49,840.85)	187,128.88
247-000-009-000	CLAIM ON CASH	(4,425.00)	0.00 (	4,425.00)
248-000-009-000	CLAIM ON CASH	186,285.77 (	676.01)	185,609.76
268-000-009-000	CLAIM ON CASH	42,281.18 (	136.24)	42,144.94
271-000-009-000	CLAIM ON CASH	(2,762.34)	0.00 (	2,762.34)
401-000-009-000	CLAIM ON CASH	474,596.80 (	9,818.93)	464,777.87
590-000-009-000	CLAIM ON CASH	1,330,283.37 (	26,573.99)	1,303,709.38
591-000-009-000	CLAIM ON CASH	(200,417.25)	34,209.11)	234,626.36)
661-000-009-000	CLAIM ON CASH	205,063.33 (	16,199.04)	188,864.29
TOTAL CLAIM ON CASH		4,513,897.75 (	496,518.98)	4,017,378.77

List of Funds:

Fund 101 - General Fund	Fund 401 - Public Improvement Fund
Fund 202 - Major Street Fund	Fund 590 - Sewer Fund
Fund 203 - Local Street Fund	Fund 591 - Water Fund
Fund 206 - Fire Fund	Fund 661 - Motor Pool Equipment Fund
Fund 211 - Firefighter Longevity	Fund 701 - Trust & Agency
Fund 220 - Lake Bancroft Fund	Fund 703 - Tax Collection
Fund 226 - Garbage Fund	Fund 711 - Cemetery Perpetual Care
Fund 247 - Building Authority	Fund 712 - Cemetery Care Fund
Fund 248 - DDA	Fund 732 - Act 345 Police/Fire Pension
Fund 268 - Library Special Fund	
Fund 271 - Library State Aid	

	101 General Fund	202 Major St	203 Local St	226 Garbage	401 Public Imp	590 Sewer	591 Water
Share Pooled Cash	\$ 1,121,212.72	\$ 279,332.39	\$ 280,224.44	\$ 187,128.88	\$ 464,777.87	\$ 1,303,709.38	\$ (234,626.36)
Revenues	2,527,219.17	626,375.18	322,468.70	495,605.70	513,674.88	1,630,094.73	1,900,444.70
Expenses	2,724,533.44	464,769.19	224,400.31	609,582.88	281,232.89	1,190,812.44	1,226,328.44
Net Income(Loss)	(197,314.27)	161,605.99	98,068.39	(113,977.18)	232,441.99	439,282.29	674,116.26
Fund Balance:							
Non-spendable	56,616.93	-	-	-	-	-	-
Restricted	-	279,332.39	280,224.44	-	464,777.87	-	-
Committed	33,000.00	-	-	-	-	-	-
Assigned	-	-	-	190,009.91	-	-	-
Unassigned	598,730.40	-	-	-	-	-	-
Inv in Capital Assets	-	-	-	-	-	8,572,187.00	5,362,095.00
Restrictd for Debt	-	-	-	-	-	-	302,630.00
Unrestricted	-	-	-	-	-	864,939.86	(1,211,916.34)
Total Fund Balance	\$ 688,347.33	\$ 279,332.39	\$ 280,224.44	\$ 190,009.91	\$ 464,777.87	\$ 9,437,126.86	\$ 4,452,808.66

Notes:

1. All fringe benefits are paid from the General Fund and then allocated back to other funds based on a fringe benefit rate on a quarterly basis. The 3rd Quarter 2018 has been recorded.
2. - Depreciation expense has been recorded in the Sewer & Water Funds through November 2018.
3. State revenue sharing in the General Fund has been recorded through August 2018.
Paid by the state in 2-month increments with a 2-month lag.

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CITY OF ISHPEMING

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the Ishpeming City Council on Wednesday, December 5, 2018 at 7:00 p.m. in the Council Chambers at Ishpeming City Hall, 100 E. Division Street, to consider oral or written comments regarding the proposed vacation of the following described public property in the City of Ishpeming:

The Alley between Lot 118 and Lot 136 of
Cleveland Iron Co.'s Addition to the City of Ishpeming.
(Alley between 408 and 412 South Fourth Street).

Written comments may be submitted to the City Manager's office at 100 E. Division Street prior to the meeting. Questions may be directed to the City Manager's office at the above address or 906/485-1091, Ext. 203.

11(a)

Change Order No. 10

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 quantity to reflect work installed. Remove quantities for underground work on base contract. No additional Engineering as part of this change order.

Attachments: *Change Order Summary*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ <u>3,066,628.00</u>	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>1</u> to No. <u>9</u> : \$ <u>1,298,013.73</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>9</u> : Substantial Completion: <u>289</u> Ready for Final Payment: <u>259</u>
Contract Price prior to this Change Order: \$ <u>4,364,641.73</u>	Contract Times prior to this Change Order: Substantial Completion: <u>July 17, 2019</u> Ready for Final Payment: <u>July 31, 2019</u> days or dates
[Increase] [Decrease] of this Change Order: \$ <u>(19,170.60)</u>	[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: \$ <u>4,345,471.13</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>July 17, 2019</u> Ready for Final Payment: <u>July 31, 2019</u> days or dates

RECOMMENDED:		ACCEPTED:	
By: <u>[Signature]</u>	By: _____	By: <u>[Signature]</u>	By: _____
Title: <u>Project Manager</u>	Title: _____	Title: <u>Project Manager</u>	Title: _____
Date: <u>11/29/18</u>	Date: _____	Date: <u>11/27/18</u>	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

11(b)

Change Order No. 9

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 II

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

Description: Add quantity to reflect work installed. No additional engineering as part of this change order.

Attachments: Change Order Summary

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ <u>4,256,816.06</u>	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>1</u> to No. <u>8</u> : \$ <u>1,739,595.61</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>8</u> : Substantial Completion: <u>289</u> Ready for Final Payment: <u>259</u>
Contract Price prior to this Change Order: \$ <u>5,996,411.67</u>	Contract Times prior to this Change Order: Substantial Completion: <u>July 17, 2019</u> Ready for Final Payment: <u>July 30, 2019</u> days or dates
[Increase] [Decrease] of this Change Order: \$ <u>27,600.00</u>	[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: \$ <u>6,024,011.67</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>July 17, 2019</u> Ready for Final Payment: <u>July 30, 2019</u> days or dates

RECOMMENDED:		ACCEPTED:	
By: <u><i>MAA</i></u>	By: _____	By: <u><i>Hayden</i></u>	By: _____
Title: Engineer (if required)	Title: Owner (Authorized Signature)	Title: Contractor (Authorized Signature)	Title: _____
Date: <u>11/29/18</u>	Date: _____	Date: <u>11/27/18</u>	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

11(c)

City of Ishpeming
City Council Meeting Action
Rural Development Water System Improvements Project
Fourteenth 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 \$401,584.73; and GEI
Consultants of Michigan, PC \$42,486.84.

City Council Member:

<u>Karl Lehmann</u>	_____ AYE	_____ NAY	_____ ABSENT
<u>Stuart Skauge</u>	_____ AYE	_____ NAY	_____ ABSENT
<u>Mike Tonkin</u>	_____ AYE	_____ NAY	_____ ABSENT
<u>Pat Scanlon</u>	_____ AYE	_____ NAY	_____ ABSENT
<u>Lindsay Bean</u>	_____ AYE	_____ NAY	_____ ABSENT

BY:

Tammie Leece, City Clerk

DATE: December 5, 2018

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

FORM APPROVED
OMB NO. 0575-0015

Name of Borrower City of Ishpeming - RD Water System Improvements

Items	Amount of Funds
Development	\$ 401,584.73
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	42,486.84
Interest	
Equipment	
Contingencies	
Refinancing	
Initial O & M	
Other	
TOTAL	\$ 444,071.57

Prepared by City of Ishpeming

By Karl Lehmann, Mayor

Name of Borrower

Date 12/5/18

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.

11(d)

Change Order No. 6

Date of Issuance: _____ Effective Date: _____
 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: Add quantity to reflect work installed. Removed Alternate F contract quantity. Add pay items for Handrail and Poplar Street Ditching. Add time to contract to have substantial completion and ready for final payment coincide with Contracts I and II. No additional engineering as part of this change order.

Attachments: Change Order Summary

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ <u>565,602.50</u>	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>1</u> to No. <u>5</u> : \$ <u>224,647.65</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>5</u> : Substantial Completion: <u>30</u> Ready for Final Payment: <u>16</u> days or dates
Contract Price prior to this Change Order: \$ <u>790,250.15</u>	Contract Times prior to this Change Order: Substantial Completion: <u>October 31, 2018</u> Ready for Final Payment: <u>November 30, 2018</u> days or dates
[Increase] [Decrease] of this Change Order: \$ <u>(2,891.25)</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>259</u> Ready for Final Payment: <u>243</u> days or dates
Contract Price incorporating this Change Order: \$ <u>787,358.90</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>July 17, 2019</u> Ready for Final Payment: <u>July 30, 2019</u> days or dates

RECOMMENDED:		ACCEPTED:	
By: <u>[Signature]</u>	By: _____	By: <u>[Signature]</u>	By: _____
Title: Engineer (if required)	Title: Owner (Authorized Signature)	Title: Contractor (Authorized Signature)	Title: _____
Date: <u>11/29/18</u>	Date: _____	Date: <u>11/27/18</u>	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
 Title: _____



Contractor's Application for Payment No. 12

Application Period: 10/22/2018 - 11/18/2018		Application Date: 11/27/2018
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.:	Contractor's Project No.: 22263.17	Engineer's Project No.: 1508090

Application For Payment Change Order Summary


Approved Change Orders	Number	Additions	Deductions
#001 - #005		\$224,647.65	
CO #6		-\$2,891.25	
TOTALS		\$221,756.40	
NET CHANGE BY CHANGE ORDERS		\$221,756.40	

1. ORIGINAL CONTRACT PRICE..... \$ \$565,602.50
2. Net change by Change Orders..... \$ \$221,756.40
3. Current Contract Price (Line 1 ± 2)..... \$ \$787,358.90
4. TOTAL COMPLETED AND STORED TO DATE
(Column F on Progress Estimate)..... \$ \$ 628,965.70
5. RETAINAGE:
 - a. 5% X \$ 616,093.82 Work Completed..... \$ \$ 30,804.69
 - b. 5% X \$ 12,871.88 Stored Material..... \$ \$ 643.59
 - c. Total Retainage (Line 5a + Line 5b)..... \$ \$ 31,448.29
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... \$ \$ 597,517.42
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ \$ 534,487.78
8. AMOUNT DUE THIS APPLICATION..... \$ \$ 63,029.64
9. BALANCE TO FINISH, PLUS RETAINAGE
(Column G on Progress Estimate + Line 5 above)..... \$ \$ 189,341.48

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: 11/27/2018
---	------------------

Payment of: \$ 63,029.64	(Line 8 or other - attach explanation of the other amount)
is recommended by: 	11/29/18 (Date)
Payment of: \$	(Line 8 or other - attach explanation of the other amount)
is approved by:	(Owner) (Date)
Approved by:	Funding Agency (if applicable) (Date)

11(e)

ORDINANCE NO. 11-600

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ORDINANCE NO. 11-600

AN ORDINANCE REGULATING THE ISHPEMING CEMETERY

THE CITY OF ISHPEMING ORDAINS:

Section 11-601. Definitions.

Burial Permit: A permit authorizing interment of remains delivered to the Cemetery which complies with the requirements of the Michigan Department of Public Health.

Cemetery. The City of Ishpeming Cemetery located in the SE¼ of the SW¼ of Section 34, Township 48N, Range 27W.

Cemetery Perpetual Care Fund. The trust fund established pursuant to the City of Ishpeming Charter Section 14.10.

City. The City of Ishpeming.

Columbarium. An above-grade repository made of granite, marble, or stone with recesses (niches) in the walls to receive the ashes of the dead.

Cremains. The ashes of a cremated deceased person.

Grave Space. The area necessary to accommodate an interment, typically three (3) feet by ten (10) feet in area.

Interment. The permanent disposition of the remains of a deceased person.

Lot. An area of land in the Cemetery containing one or more grave spaces.

Lot Marker. A ceramic or metal post used to indicate lot corners.

Marker. A singular stone of granite, marble, cut stone, or a bronze plaque either flush or above ground, with the name of the deceased appearing thereon.

Monument. A memorial consisting of granite, bronze, or marble bearing the name or names of an individual or family or families, consisting of a base and the upper portion or main section known as a die.

Niche. A recess in a columbarium intended to accommodate up to two urns.

Non-resident. Every person who does not fall within the definition of a "resident".

Owner: A person who has purchased from the City a grave space, lot, or niche in the Cemetery.

Remains. A dead body or any portion thereof.

Resident. A person who:

- a. Is a registered voter or could register to be a voter in the City;

- b. Claims a homestead exemption, as defined by State law, on property in the City, for which the person paid City property taxes in the preceding year and which the person still owns;
- c. Is a minor child of or lives within the City as a dependent of a person who qualifies as a resident;
- d. Has qualified as a resident under Subsection (a) or (b) of this definition, and who has moved directly from the City to a nursing home licensed under the Adult Foster Care Facility Licensing Act, Michigan Public Act No. 218 of 1979 (MCL 400.701 et. seq.), or a successor statute, and who has remained continuously in that or some other licensed nursing home; or
- e. Has qualified as a resident under Subsection (a), (b), (c), or (d) of this definition during the preceding two (2) years.

Urn. A sealed rigid container made of a non-decomposable material designed for holding cremains.

Vault. A compartment made of pre-cast concrete used to encase a casket/coffin or urn.

Section 11-602. Perpetual Care Fund.

- a. A Perpetual Care Fund is hereby established as required under Section 14.10 of the Ishpeming City Charter.
- b. Every person who purchases a niche, grave space, or lot shall also be required to simultaneously purchase perpetual care for such niche, grave space, or lot at the rates set forth in the Annual Fee Schedule adopted by the Ishpeming City Council. ~~Section 11-625 of this Ordinance.~~ Perpetual care fees shall be paid in addition to interment fees on all grave spaces or lots purchased prior to mandatory payment of perpetual care. All sums paid for perpetual care shall be deposited into the Perpetual Care Fund.
- c. The Perpetual Care Fund shall constitute a trust fund, the income of which shall be used, as occasion may require, for the general care and maintenance of those niches or lots for the benefit of which said funds have been deposited into the Perpetual Care Fund.
- d. The Perpetual Care Fund shall never, under any pretext or evasion, be diverted from its declared purpose as set forth in the immediately preceding subparagraph and Section 14.10 of the City Charter.

Section 11-603. Payment of Perpetual Care Funds.

All Perpetual Care Funds so received by the City shall be paid to the Treasurer of the City, who shall immediately deposit said sums of money in such bank or banks as the City Council shall direct, which money shall be kept on special deposit in a fund to be known as the "Perpetual Care Fund".

Section 11-604. Perpetual Care Certificates.

To every person who purchases perpetual care, the City Clerk shall sign and give a certificate to which the City seal is attached, which certificate shall state the

amount paid, the name of the person making the payment, a description of the niche, or lot for which the payment was made, and a covenant on the part of the City that the interest on said payment shall be expended on said niche or lot in maintaining, repairing and taking care of the same. The City Clerk shall keep a record of each certificate issued, the amount of same, and the grave space, niche, or lot for which it was issued, and the person to whom given. The Clerk's official bond shall cover all money so paid in trust for the purposes aforesaid.

In no event shall the City ever be required to repay any sum paid for perpetual care.

Section 11-605. Perpetual Care Expenditures.

The expenditure of Perpetual Care Funds shall be in accordance with the provisions of the Ishpeming City Charter.

Section 11-606. Perpetual Care Fund Reporting.

The City Treasurer shall report to the City Council, when so required, concerning the status of the Perpetual Care Fund including, but not limited to, the types of investments, rates of return, and such other information as the City Council may require.

Section 11-607. Use of Perpetual Care Funds.

The charge for perpetual care shall be as shown in the Annual Fee Schedule adopted by the Ishpeming City Council. ~~Section 11-625.~~ Perpetual care of a lot shall consist of watering and mowing the lawn; also placing topsoil, seeding and fertilizing, filling in sunken graves and trimming trees or shrubs. In the case of a niche, perpetual care shall consist of maintenance and upkeep of the columbarium, all niche spaces, and the grounds in the area of the columbarium. Perpetual Care shall not include the care of flowers or plants, nor the repair or repositioning of monuments, markers, memorials or any other structures or improvements on said lots. Perpetual Care shall not include care for subsidence or for damage to any monument or structure caused by the elements or by damage beyond the control of the City.

Section 11-608. Cemetery Decorum.

Visitors to the Cemetery are reminded that the grounds are devoted to the interment of the dead, and that appropriate decorum in the Cemetery is required. Appropriate decorum means that:

- a. No domestic animals shall be permitted to enter or remain in the Cemetery, unless kept inside a fully enclosed motor vehicle.
- b. No person shall carry firearms in the Cemetery.
- c. No person shall carry or consume alcoholic beverages in the Cemetery.
- d. Only non-compostable rubbish or debris generated in the Cemetery may be deposited in the City maintained waste receptacles in the Cemetery.
- e. No person shall deface, mutilate, or otherwise injure or commit damage to any marker, monument, lot, or other property in the Cemetery.
- f. No person, except a City employee, shall place any sign in the Cemetery.

Section 11-609. Loss, Damage, or Injury.

The City shall not be liable for any loss or damage caused by an act of God, common enemy, thieves, vandals, unavoidable accidents, the elements, subsidence, riots, or order of any military or civil authority, to any grave space, lot, structure, or object thereon or to the flowers or articles removed from any lot or grave space, nor for any loss or damage or bodily injuries sustained by any person or persons in the Cemetery.

Section 11-610. Traffic Regulation.

All traffic laws of the City of Ishpeming that are applicable to the operation of vehicles in the Cemetery shall be strictly observed. Any person driving a motor vehicle in the Cemetery, and the owner of the vehicle so driven, shall be liable and responsible for all injury or damage done by the vehicle in the driver's charge.

In addition, no person shall, while in the Cemetery:

- a. Drive a vehicle in excess of 15 miles per hour on any Cemetery road;
- b. Drive off the established roads unless permission to do so is given by the Sexton;
- c. Drive an unlicensed motorcycle, a snowmobile, an all-terrain vehicle, or a motor-powered bicycle within the Cemetery grounds;
- d. Make any unnecessary noise, such as loud talking, yelling, whistling or the blowing of horns;
- e. Play loud music in the Cemetery, other than ceremonial music;
- f. Cause any vehicle to be within the Cemetery grounds except during the hours established for the Cemetery grounds to be open;
- g. Bring any dog or cat into the Cemetery unless said animal is at all times kept inside a fully enclosed motor vehicle; or
- h. Participate in any scheduled recreational event, by operating a bicycle or otherwise.

Section 11-611. Visitor Hours.

As a general rule, the Cemetery shall be open to the public every day of the year between the hours of sunrise and sunset unless posted differently. However, the Sexton and/or Cemetery Commission may, in their reasonable discretion, extend or shorten these hours. No person shall be permitted to enter the Cemetery grounds other than during the above hours except by special permission of the Sexton.

Section 11-612. Plantings and Decorations.

To create and preserve the maximum beauty of the entire Cemetery, the following rules shall be observed:

- a. The City of Ishpeming reserves to itself the sole right to plant and maintain all permanent plantings within the Cemetery. Lot owners desiring special permanent planting on their lots shall make their request to the Sexton, who

may permit such planting to be done at the lot owner's expense; such planting shall immediately become the property of the Cemetery.

- b. ~~Bushes, shrubs or ornamental trees will be allowed limited growth, but may be trimmed or cut back by the City if they overhang another lot. All bushes must be no more than three (3) feet high and no more than two (2) feet in diameter.~~ As of January 1, 2019, no new bushes, shrubs, or ornamental trees are allowed. City staff may at its sole discretion trim or remove shrubs or trees as necessary.
- c. Winter decorations may be maintained on graves until May 1st, at which time they may be removed by Cemetery employees.
- d. Seasonal plantings are only permitted within two (2) feet of the perimeter of a monument, but may not encroach upon an adjacent lot. However, seasonal plantings may be removed at any time by the City.
- e. Rubbish, refuse and unused containers shall not be left on lots, but shall be placed in waste receptacles provided by the City. All compostable waste materials shall be placed at the edge of the nearest accessible row. The City reserves the right to remove all floral designs, flowers, trees, shrubs, plants, or herbage of any kind, whether real or artificial, from the Cemetery as soon as, in the judgment of the Sexton, they become unsightly, dangerous, detrimental to Cemetery maintenance or upkeep, or diseased, or when they do not conform to the decorum of the Cemetery.
- f. Benches not permanently attached to monuments are prohibited.

Section 11-613. Monuments.

- a. Every monument shall be centered and placed at the head of a lot. ~~No more than one monument shall be erected on a lot.~~ If an additional monument is placed on the lot, it must be centered over the graves it represents. See Annual Fee Schedule for cost of placing an additional monument on a lot.
- b. No monument shall be placed upon any lot unless such lot purchase has been paid for in full.
- c. Every monument shall be placed on a foundation of cast-in-place concrete of not less in width and length than the base of the monument to be installed thereon, and at a depth of and in accordance with the monument manufacturer's foundation requirements. The funeral home or entity installing a monument shall furnish to the Cemetery Sexton the monument manufacturer's foundation requirements prior to foundation installation.
- d. The upper surface of the foundation for a monument shall be placed not more than two inches below the grade of the lot.
- e. All materials used in the construction of any foundation or monument may be inspected by the Sexton. All construction and installation relative to foundations or monuments must be performed during the regular City working hours, and all such construction and installation must be performed with the approval of the Sexton.

- f. No monument may encroach upon an adjacent lot.

Section 11-614. Markers.

- a. A marker shall consist of one piece and shall not be less than 14 inches nor more than 28 inches in width, nor less than 8 inches nor more than 16 inches in length.
- b. ~~From and after January 1, 2012,~~ no new above ground markers shall be permitted in any new blocks beginning January 1, 2019. All markers installed in any new blocks beginning January 1, 2019 ~~on or after January 1, 2012,~~ shall be flush with the final grade of the grave space.
- c. No marker may encroach upon an adjacent lot.

Section 11-615. Materials for Monuments and Markers.

No material except granite, marble, cut stone from a recognized monument quarry, or standard bronze shall be used for markers or monuments. Bronze may be used for a monument only if attached to a cement or granite base.

Section 11-616. Niche Identification.

- a. A bronze plaque identifying the family name or names may be attached to the face of a niche, in such manner as approved by the Sexton. No other attachment or marker shall be attached to a niche.

Section 11-617. Sexton Authority.

- a. The Sexton and subordinates of the Sexton are expected to see that the provisions of this Ordinance are observed. No burials or interment shall be made on Saturdays, Sundays, or on City holidays, except by order of the Sexton. No interment equipment except that provided or approved by the City shall be used. Workers engaged in the vicinity of a burial shall suspend their labors during services at a grave or services at a niche.
- b. Any section or part of the Cemetery may be declared closed to the public by the Sexton at any time, and for any interval of time, either temporarily or at regular and stated intervals (daily or otherwise), or merely to certain uses as the Sexton shall find reasonably necessary.
- c. The Sexton shall have the power to make, from time to time, such reasonable rules and regulations, not inconsistent herewith, as are necessary to manage, use, preserve, and govern Cemetery property and activities. All such rules and regulations issued by the Sexton shall be in writing, shall be approved by the City Manager, and shall be posted at the Cemetery office, with a copy filed with the City Clerk.
- d. Any person found violating any provision of this ordinance or any rules adopted pursuant to this ordinance may be ejected from the Cemetery, in addition to any other penalties imposed by law.

Section 11-618. Interment Requirements.

- a. No interment shall take place until and unless:
 - i) the lot, grave space, or niche purchase fee and the interment fees have been paid; and
 - ii) this Ordinance has been complied with; and
 - iii) a burial permit has been issued and approved by the City.
- b. Upon payment of the purchase price for a lot, grave space, or niche, the purchaser shall receive a deed. No partial payments will be accepted.
- c. The City shall not be liable or responsible for:
 - i) Any information provided to the City in a burial permit;
 - ii) Any mistake or error in the identity of remains or cremains to be interred; or
 - iii) The condition of any remains or cremains to be interred.
- d. Funeral directors making arrangements for interment shall be responsible for payment of all lot and niche purchases, and payment of all interment fees, if not paid by the lot or niche owner or agent.
- e. If the deceased to be interred is not an owner as shown on the deed, written consent of an owner or authorized agent must be filed with the City before interment.
- f. The City and its agents and employees shall not be held responsible or liable for errors in location of interment on lots arising from instructions by lot owners. Orders from funeral directors shall be construed as orders from lot owners.
- g. No grave space or niche shall be opened for interment except by an employee of the City, and upon a written work order.
- h. No vaults or other materials shall be delivered to the Cemetery on Saturday, Sunday, or City observed holidays except by order of the City Manager or Sexton. Funeral directors shall arrange the time of a burial so that Cemetery workers can complete interment by 2:30 p.m.
- i. A vault shall be compulsory for burial of all remains. An urn shall be compulsory for the interment of all cremains.
- j. The number of remains placed in a grave space is limited to one, except that the remains of a child may be simultaneously interred with a parent in the same grave space.
- k. The number of cremains placed in one grave space is limited to three, and no additional cremains or remains will be allowed in that grave space. No more

than three flush markers will be permitted on one grave space.

- l. A grave space may include one remains and not more than two cremains.
- m. The number of cremains in a niche is limited to two. Cremains in a niche must be placed in an urn.

Section 11-619. Disinterment.

- a. Disinterment and removal of remains or cremains shall not be made without notice in writing to the Sexton, and the permission in writing of the lot owner or next of kin of the deceased. Graves shall not be opened for inspection except for official investigation by proper legal proceedings.
- b. After the close of any funeral service at the grave and after the placing of a casket in the vault, it shall not be permissible for anyone to open the casket or to touch the remains therein without the consent in writing of the legal representative of the deceased or a court order for that purpose.
- c. The City shall exercise due care in making a disinterment, but it shall assume no liability for any damage to any casket or vault incurred in making the disinterment.
- d. The same restrictions set forth above for disinterment and removal of remains shall apply to the removal of an urn or container from a niche.

Section 11-620. Burial Customs.

This Ordinance is not intended to violate any burial customs of any religion, and where any contradictions exist, exceptions to this Ordinance may be permitted by the Sexton.

Section 11-621. Interment Restrictions.

- a. All lots shall be sold subject to the terms and provisions in this Ordinance, and the deed to the lot shall so state. No lot shall be used for any purpose other than the interment of human remains or cremains and the placing of appropriate memorials. Interment of the remains of any person other than an owner of a lot will be permitted only after written consent of an owner or authorized agent has been filed with the City. Burial lots are exempt from tax and cannot be seized on execution.
- b. No indigent buried at public expense shall be buried in any lot unless such indigent shall be a resident of the City of Ishpeming.
- c. No niche shall be used for any purpose other than the interment of human cremains. Interment of the cremains of any person other than the owner of a niche or a member of the immediate family will be permitted only after the written consent of the owner or owner's agent or representative has been filed with the City. Niche spaces are exempt from tax and cannot be seized on execution.

Section 11-622. Transfer of Lot, Grave Space, or Niche.

- a. No lot, grave space, or niche shall be exchanged, transferred, or assigned except upon surrender of the original deed to the City with written instructions from the owner. If the original deed is lost, the owner shall notify the City in writing at the time the request for transfer is made.
- b. Once cremains are interred in a niche, the niche may not be exchanged, transferred or assigned.
- c. If transfer, exchange, or assignment of a lot, grave space, or niche is made back to the City, such lot, grave space, or niche shall become the sole property of the City and subject to resale by the City.

Section 11-623. Resident Rates - See Annual Fee Schedule adopted by the Ishpeming City Council.

a. ~~Interment or Disinterment~~

	April 1-November 30	December 1-March 31
Casket	\$650.00	\$1,300.00
Urn in Ground	250.00	500.00
Urn in Niche	No charge	No charge

b. ~~Disinterment and Reinterment~~
~~(Transfer within Cemetery)~~

	April 1-November 30	December 1-March 31
Casket	\$1,300.00	\$2,600.00
Urn in Ground	500.00	1,000.00
Urn in Niche	No charge	No charge

c. ~~After 3:00 p.m. weekdays and Saturdays. The following fees in addition to the fees set forth at Sections 11-623(a) and 11-623(b) above.~~

Casket	\$450.00
Urn in Ground	\$150.00
Urn in Niche	\$ 50.00

d. ~~Sundays and Holidays. The following fees in addition to the fees in Sections 11-623(a) and 11-623(b) above.~~

Casket	\$600.00
Urn in Ground	\$200.00
Urn in Niche	\$100.00

Section 11-624. Non-resident Rates See Annual Fee Schedule adopted by the Ishpeming City Council.

a. ~~Interment or Disinterment~~

	April 1-November 30	December 1-March 31
Casket	\$1,300.00	\$1,950.00

Urn in Ground	500.00	750.00
Urn in Niche	No charge	No charge

b. ~~Disinterment and Reinterment~~
(Transfer within Cemetery)

	April 1-November 30	December 1-March 31
Casket	\$2,600.00	\$3,900.00
Urn in Ground	1,000.00	1,500.00
Urn in Niche	No charge	No charge

c. ~~After 3:00 p.m. weekdays and Saturdays, the following fees in addition to the fees set forth at Sections 11-624(a) and 11-624(b) above.~~

Casket	\$450.00
Urn in Ground	\$150.00
Urn in Niche	\$ 50.00

d. ~~Sundays and Holidays. The following fees in addition to the fees set forth in Sections 11-624(a) and 11-624(b) above.~~

Casket	\$600.00
Urn in Ground	\$200.00
Urn in Niche	\$100.00

Section 11-625. Fee Schedule for Purchase of Lots and Niches and Perpetual Care.
See Annual Fee Schedule adopted by the Ishpeming City Council.

a. ~~Purchase of Lots and Niches.~~

<u>Lot Size</u>	<u>Resident</u>	<u>Non-Resident</u>
1 grave space	\$ 275.00	\$ 550.00
2 grave spaces	550.00	1,100.00
3 grave spaces	825.00	1,650.00
5 grave spaces	1,375.00	2,750.00

<u>Niche</u>	<u>Resident</u>	<u>Non-Resident</u>
Bottom Row	\$800.00	\$1,500.00
Second Row	\$850.00	\$1,600.00
Third Row	\$900.00	\$1,700.00
Top Row	\$950.00	\$1,800.00

b. ~~Purchase of Perpetual Care.~~

<u>Perpetual Care</u>	<u>Resident</u>	<u>Non-Resident</u>
Niche	\$ 275.00	\$ 550.00
1 Grave Space	275.00	550.00
2 Grave Spaces	550.00	1,100.00
3 Grave Spaces	825.00	1,650.00
5 Grave Spaces	1,375.00	2,750.00

Section 11-626. Fee Schedule for Special Services.

~~These charges shall be added to Sections 11-623 and 11-624 when these services are~~

~~requested or conducted.~~ Charges for special services are listed in the Annual Fee Schedule adopted by the Ishpeming City Council.

<u>Graveside Service</u>	<u>Resident</u>	<u>Non-Resident</u>
Tent, greens, lowering device, and chairs	\$200.00	\$400.00
Greens, lowering device, and chairs	90.00	180.00
Greens, lowering device	65.00	130.00
Lowering device	40.00	80.00

Section 11-627. Resident Indigent Fee.

Indigent fees for grave spaces and burial will be the amount paid by the Department of Social Services for Marquette County or the State of Michigan, whichever agency is involved in the burial arrangements by the funeral director.

Section 11-628. Penalty.

Any person who shall violate any of the provisions of this ordinance shall be guilty of a misdemeanor, and upon conviction shall be punished by a fine of not more than One Hundred (\$100.00) Dollars or by imprisonment in the Marquette County Jail for a period not to exceed ninety (90) days, or by both such fine and imprisonment.

Amended: November 3, 1976
Amended: May 4, 1977 (Section 11-631)
Amended: December 21, 1981
Amended: August 8, 1984
Amended: August 9, 1989
Amended: March 17, 1993
Amended: December 15, 1993
Amended: November 8, 1995
Amended: September 17, 1997
Amended: March 7, 2001
Amended: August 7, 2002
Amended: October 9, 2002
Amended: May 11, 2005
Amended: April 5, 2006
Amended: December 6, 2006
Amended: January 9, 2008
Amended: August 6, 2008
Amended: January 7, 2009
Amended: March 7, 2012
Amended: , 2018

*Cemetery Commission Proceedings of November 12, 2018
Ishpeming, Michigan*

A meeting of the Cemetery Commission was held on Monday, November 12, 2018 in the Ishpeming City Hall Conference Room. Stephen Piereson called the meeting to order at 3:00 p.m.

PRESENT: Stephen Piereson, John Carlson, Tracy Magnuson, and Karen Kasper. Also present were DPW Office Manager April Holm, DPW Director Carl Petersen, and Cemetery Leadman Ryan Martinac. Absent was Christine Moffatt and Council Liaison Joe Juidici.

PUBLIC COMMENT

None

APPROVAL OF MINUTES

A motion was made by Tracy Magnuson supported by Karen Kasper and carried unanimously to approve the September 17, 2018 minutes as presented.

COLUMBARIUM NAME

Several names were being discussed by the board as potential names for the new columbarium. Karen Kasper made a motion to accept Rest in Peace as the new name for the new columbarium. The motion was supported by Tracy Magnuson and unanimously approved.

POTENTIAL ORDINANCE CHANGES

Ryan Martinac wanted to make a few changes to Cemetery ordinance 11-612 b, 11-613 a, and 11-614 b. In the past Ryan said that he has spent many hours pulling or trimming cedar bushes from grave spaces because residents are not maintaining the bushes to the ordinance.

A motion was made John Carlson to revise ordinance 11-612 b to read as follows:

As of January 1, 2019, no new bushes, shrubs, or ornamental trees are allowed. City Staff may at its sole discretion trim or remove shrubs or trees as necessary.

The motion was supported by Karen Kasper and unanimously approved.

For 11-613 a. Ryan and April Holm, the Office Manager for DPW have both had many conversations from family members wanting to put another monument up for a loved one. Ryan proposed that we should allow family members to put up an additional monument for a fee of \$100 for each additional monument with the restriction of 1 per lot space.

Tracy Magnuson made a motion to revise ordinance 11-613 a to read as follows:

Every monument shall be centered and placed at the head of a lot. If an additional monument is placed on the lot, it must be centered over the graves it represents. See Annual Fee Schedule for cost of placing an additional monument on a lot.

The motion was supported by Karen Kasper and unanimously approved.

Karen Kasper made a motion to add a \$100 fee to the fee schedule for the placement of an additional monument. The motion was supported by Tracy Magnuson. The motion was unanimously approved.

To have a uniform look for the cemetery Ryan proposed that we allow families to have raised markers in existing blocks of the cemetery so that they are able to match what other family members have there already. For any new block he would like to make sure that the markers are flush with the ground for ease of maintenance. John Carlson made a motion to revise ordinance 11-614 b. The revised ordinance would read:

No new above ground markers shall be permitted in any new blocks beginning January 1, 2019. All markers installed in any new blocks beginning January 1, 2019 shall be flush with the final grade of the grave space.

This motion was supported by Tracy Magnuson and unanimously approved.

CEMETERY REPORT

The Cemetery report was presented to the board. No action needed.

OLD/NEW BUSINESS

None

The next meeting of the Cemetery Commission will take place on Monday, January 21, 2019 at Ishpeming City Hall Conference Room.

ADJOURNMENT

At 3:50 p.m., a motion was made by Tracy Magnuson with support from John Carlson and unanimously approved to adjourn.

April Holm



U.P. FABRICATING CO., INC.

P.O. Box 199 • 3954 West Maple Ridge Road • Rock, MI 49880

Office: 906-356-6157 Fax: 906-356-6150

120 U.S. 41 East • Negaunee, MI 49866

Office: 906-475-4400 Fax: 906-475-5538

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QUOTATION

Date: 11/2/2018

UPFab No.: B7507

To: City of Ishpeming

From: Michael Erva

Company: Carl Peterson

UPFab Lctn.: Negaunee

Email: merva@upfab.com

Project: B7507 City of Ishpeming Al Quaal pipe gates

We are pleased to quote the following:

- Design and fabricate (4) custom swinging lockable pipe gates for (2) Al Quaal Deer lake access locations.
- Gates will be spaced to allow biking and skiing to pass through
- 3 inch schedule 40 pipe anchored in ground
- 3-1/2 inch vertical post with 3 inch horizontal pipe and bent lower pipe return
- Powder paint coating included.
- Includes (4) resettable combination pad locks to allow grooming equipment operators to open gates when needed
- Field visit included for location verification and gathering dimensional data.
- Installation Included

Total Price: \$4,878.00

add 6% MI Sales Tax: \$292.68 (if applicable)

Total Weight: lbs

Thank you for the opportunity to quote this project.

Quotation Acceptance:

Company Name: _____

Signature: _____

Purchase Order No.: _____

Printed Name: _____ Date: _____

General Terms & Conditions:

• Std. Exclusions:

- Erection, grout, cold-formed steel framing (Spec. 05400), wood fasteners, expansion joint (Spec. 05800), masonry ties, rebar, rebar connections to structural steel, concrete mesh, any plastic components (u.n.o.), temporary bracing/shoring, items not specifically called out on drawings, and items excluded above

• Prices and Delivery:

- Quote is valid for 24 hours and will be subject to steel suppliers' prices & surcharges in effect at time of material purchase.
- Delivery is subject to availability and mill rollings at time of purchase.
- Purchase paid by credit card will incur an additional fee of 4% to 10% (depending upon the type of credit card) and will be added at time of purchase.

• Terms:

- Net 30 with approved credit. **NO RETAINAGE ALLOWED.** Force Majeure Conditions Apply.
- Title to goods remains vested in UPFAB until payment in full is received.
- This quote becomes part of any Purchase Order or Contract for Purchase.
- All designs and drawings by UPFAB remain the property of UPFAB unless agreement in writing signed by UPFAB states otherwise.



2019 RATE AND FEE SCHEDULE

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ASSESSING

Assessor Appraisal Cards	\$3.00 (no charge for property owner)
Neighborhood Enterprise Zone Application Fee (see Ordinance 7-600 on Page 8)	Initial Application - \$60.00 Transfer existing certificate to another party - \$30.00
Industrial Tax Abatements and Personal Property Tax Exemptions	Initial Application - \$60.00 Transfer existing certificate to another party - \$30.00
Obsolete Property Rehabilitation Act Program Tax Abatement	Initial Application - \$60.00 or actual cost Transfer existing certificate to another party - \$30.00

CARNEGIE LIBRARY

Replacement of lost Library card	\$2.00
Overdue Rates	Printed materials, CD's or Videos – \$.10/day per item <i>** Fines over \$5.00 must be paid before other materials can be checked out.</i>
Minor damages to Library materials	• CD Holder - \$3.00 each
Maximum Library fines	• Hardcover books – replacement cost or \$25.00 if replacement cost is unavailable • Trade paperback books – replacement cost or \$15.00 if replacement cost is unavailable • Mass paperback books – replacement cost or \$10.00 if replacement cost is unavailable • Magazines – replacement cost or \$1.00 if replacement cost is unavailable • Audio-Visual materials – replacement cost or \$25.00 if replacement cost is unavailable
Computer Printing or Photocopies	\$.25 per page (black) \$1.00 per page (color)
Movie Rental for (7) seven days	\$.50

FIRE DEPARTMENT

Fire Reports - \$10.00

False Fire Alarm Policy

No charge for the first false fire alarm per calendar year.

The building/property owner(s) will be charged for: \$100/hour (or fraction thereof for the first hour or less) for each piece of Fire Department apparatus dispatched to the false alarm. The current hourly rate plus FICA and Workers Comp for the first hour or fraction thereof for each Fire Department personnel answering the alarm. Charges after the first hour shall be billed in no less than one hour increments, at the above rates for fire apparatus and each Fire Department personnel responding.

PARKS AND RECREATION

Horseshoe Fees	\$40.00 per league team/season
Downhill Skiing	\$8.00 per day
Tube Slide	\$8.00 per day \$60.00 – Daily rate for 10 people
Tube Slide Group Rental Rates Monday through Sunday 5:30 p.m. – 8:30 p.m.	1-60 people - \$275.00 61+ people - \$375.00 \$100 cleanup bond for Teal Lake Lodge (refundable)
Tube Slide Rentals Saturday or Sunday Rentals from noon-5:00 p.m. (cannot prohibit public use of tube slide)	Saturday - \$1,200 Sunday - \$800
Cross-Country Rates	\$35.00 – season pass for adult \$25.00 – season pass for student \$80.00 – season pass for family \$7.00 – daily pass

	Resident	Non-Resident
Al Quaal Recreation Area Lodges (Al Quaal and Teal Lake)		
Daily Rate	\$110.00	\$165.00
Cleanup Bond (refundable)	\$100.00	\$100.00
Al Quaal Restrooms		
Daily Rate	\$60.00	\$85.00
Cleanup Bond (refundable)	\$100.00	\$100.00
Al Quaal Pavilion/Ballfield		
• First two hours	\$60.00	\$85.00
• Each additional hour	\$10.00	\$15.00
• Cleanup Bond (refundable)	\$100.00	\$100.00
• Large event	\$450.00	\$450.00
Lake Bancroft Gazebo/Park		
Daily Rate	\$60.00	\$85.00
Cleanup Bond (refundable)*	\$100.00	\$100.00
Large events	\$450.00	\$450.00
*Renter responsible for cleanup before and after		

Baseball User Fees	\$350 per team per season
Tournaments and Concessions	\$200.00 per field/per event \$250.00 per field/per event (after September 1) \$100.00 cleanup bond (refundable)
Private Party Field Usage (not a regularly scheduled event, not associated with leagues)	\$30.00
Little League/Girls Softball	\$1,600 per year

PLANNING AND ZONING

Zoning Board of Appeals Public Hearings	\$150.00 \$225.00 non-refundable for residential requests \$250.00 \$325.00 non-refundable for commercial requests
Planning Commission Public Hearings	\$150.00 \$225.00 non-refundable for residential requests \$250.00 \$325.00 non-refundable for commercial requests
Zoning Compliance Permits	\$25.00 \$30.00 Residential \$50.00 \$60.00 Commercial
Alley or Street Vacations	\$225.00 non-refundable for residential requests \$325.00 non-refundable for commercial requests
Fence Permits	\$10.00

POLICE DEPARTMENT

Police reports	\$10.00
Breathalyzer tests (PBT)	\$5.00 per test
NSF Check Complaint Processing Fee	\$30.00 \$40.00 per complaint
Finger Prints	Ink - \$25.00 LiveScan - \$65.00
Liquor License Approvals	\$25.00
Serving of Eviction Papers	\$30.00

LAKE BANCROFT MEMORIAL WALKWAY

	4" x 8" Brick	12" x 12" Brick
One Brick	\$50.00	\$100.00
Two Bricks	\$90.00	\$180.00
Three Bricks	\$120.00	\$270.00

OTHER CHARGES

- City of Ishpeming Charter ~~\$2.25~~ **\$5.00** per copy
- Photocopy Charge \$.25 per page
- Bad Checks/Electronic Payment \$30.00 per NSF Check
- Dog Licenses

One Year	\$16.00 (\$8.00 if spayed or neutered)
Three Year	\$40.00 (\$20.00 if spayed or neutered)

- Freedom of Information Requests

Please refer to the City of Ishpeming, Freedom of Information Act Policy. Copy is available on the City website www.ishpemingcity.org or a paper copy is available at City Hall.

- West End Transfer Station Tickets
\$7.00** per ticket (up to 100 pounds)
\$5.00** per ticket – Tires normal size (without rim)
~~\$7.00~~ **\$9.00**** per ticket – Tires (with rims)

*** This fee includes a \$1.00 processing fee added to the transfer station rates.*

CITY ORDINANCES THAT RELATE TO RATES AND FEES

Ordinance 2-100: Discharge of Firearms

Permit Fee for indoor shooting range\$100.00

Ordinance 2-700: Inoperable Motor Vehicles

First Violation Civil Infraction\$100.00

Second Violation Civil Infraction\$500.00

Ordinance 3-400: Transient Photographers

License fee for transient photographers

Applicant\$20/day

Agent's\$5.00/day

Cash Bond.....\$500.00

Ordinance 3-500: Taxicabs

Taxi Cab License\$20.00

Taxi Cab Driver's License\$25.00

Ordinance 3-600: Bicycles

Bicycle Registration.....\$.50

Duplicate copy of registration\$.25

Ordinance 3-700: Carnivals, Circuses, Menageries, Transient Exhibitions

License for Carnivals, Circuses, Menageries, and Transient Street Exhibitions

o Circus

▪ First Performance\$100.00

▪ Each Subsequent Performance\$50.00

o Equestrian Exhibit/Wild West Show

▪ First Performance\$50.00

▪ Each Subsequent Performance\$25.00

o Other - Each Performance\$25.00

Ordinance 3-900: Registration of Dealers in Precious Items

Registration Fee for Dealers of Precious Items\$50.00

Ordinance 3-1100: Telecommunications Ordinance

Telecommunications Provider Permit\$500.00

Ordinance 3-1200: Second Hand and Junk Dealers

Application Fee for Secondhand Dealer or Junk Dealer License.....\$100.00

Ordinance 3-1300: Permit and Regulate Mobile Food Vendors

Mobile Food Vendors Non-refundable License Fee\$100.00
(if vending on City and/or private property)

Licenses valid for the timeframe January 1 through December 31 of the following year.

Ordinance 4-400: Disposal of Solid Waste and Abatement of Accumulations

Solid Waste Disposal

- For Availability of Service:
 - Single Family Home.....\$13.70 17.20/month
 - Separate living units in multi-family housing.....\$13.70 17.20/month
 - With not more than (4) four units per unit
- Every person and licensed solid waste hauler authorized to haul directly to landfill shall pay landfill fee plus administrative charge of an amount equal to 10% of the landfill charges or a maximum of \$10.00 whichever is less.
- Late payment penalty of 5% on each delinquent bill.

Ordinance 4-500: Noxious Weeds and Miscellaneous Debris

Cutting long grass and noxious weeds\$200.00
(or cost of the time and materials, whichever is greater)

Ordinance 4-800: Charges for Fire Department Services Rendered at Vehicle Accidents

Fire Department Fees for Motor Vehicle Accident Services (including standby):

- \$100.00/hour (or fraction thereof for the first hour or less) for each piece of apparatus dispatched to accident. Current hourly rate plus FICA and Worker's Comp for the first hour or fraction thereof per fire person answering the alarm. Charges after the first hour shall be billed in no less than one hour increments, at the above rates.

Ordinance 4-1000: Charges for Fire Department Services Rendered at a Structure Fires

Fire Department services at a structure fire:

- \$100/hour for the first hour (or any part thereof) for each fire apparatus dispatched to the scene of a structure fire.
- \$100/hour for each hour (or any part thereof) for each fire apparatus at the scene after the first full hour.
- Current hourly rate plus FICA and Worker's Comp for the first hour (or any part thereof) for each employee dispatched to the scene of a structure fire.
- Current hourly rate plus FICA and Worker's Comp (or any part thereof) for each employee at the scene after the first full hour, to be billed in not less than one hour increments.

Ordinance 4-1100: Open Burning Without a Permit

Dispatching fire apparatus and personnel to extinguish open burning:

- \$100 per hour, per fire apparatus dispatched
- Current hourly rate plus FICA and Worker's Comp for each firefighter dispatched.

Ordinance 5-100: Parking on City Streets and Parking Lots

Overnight parking permit in City lots\$25.00/month

Permit for contractors.....\$5.00/week
20.00/month

Fines:

Two hour violation.....\$10.00
Occupy more than one space\$10.00
Collection after 30 days for above\$15.00

Overnight parking in parking lots from November 1 to April 30\$50.00

Collection after 30 days.....\$55.00

Parking more than 12 inches from curb\$20.00

Collection after 30 days.....\$25.00

Ordinance 5-200: Parking Violations

- Angle parking violations.....\$20.00
- Obstructing traffic.....\$20.00
- Prohibited Parking (signs unnecessary)
 - On sidewalk except November 1 – April 30 where not regularly cleared of snow\$20.00
 - In front of public or private drive.....\$20.00
 - Within intersection\$20.00
 - Within 15 feet of hydrant.....\$20.00
 - On crosswalk\$20.00
 - Within 30 feet of any traffic sign or signal located at the side of a street\$20.00
 - Within 20 feet of fire station entrance.....\$20.00
 - Beside street excavation when traffic obstructed.....\$20.00
 - Double parking\$20.00
 - Within 200 feet of accident where police in attendance\$20.00
 - In front of theater\$20.00
 - Blocking emergency exit.....\$20.00
 - Blocking fire escape\$20.00
- In Prohibited Zone (signs required).....\$20.00
- In Handicapped Parking Spaces (signs required).....\$50.00
- Night parking(1:00-6:00 a.m., November 1 – April 30)\$50.00
Collection after 30 days.....\$55.00
- Night parking in a City-owned designated parking lot without a permit or with an expired permit.....\$50.00
Collection after 30 days.....\$55.00
- Illegal day parking in City Hall parking lot\$20.00
- In alley (except loading and unloading).....\$20.00
- Parking for certain prohibited purposes:
 - Displaying vehicle for sale\$20.00
 - Working or repairing vehicle\$20.00
 - Display advertising.....\$20.00
 - Selling Merchandise\$20.00
 - Over 48 hours\$20.00
- Bus Stop (signs required).....\$20.00
- Failure to set brake, turn wheels, or remove ignition key\$20.00
- Parking where no other fine is specified\$20.00

Ordinance 5-500: Operation and Parking upon Property of the Ishpeming Board of Education

Ishpeming School District no parking zones\$20.00

Ordinance 5-800: Operation of Certain Vehicles on Snowmobile Route

Reclaim possession of motor vehicle, motorcycle, three-wheeled motor vehicle,
Four-wheeled motor vehicle, or moped operated on the Snowmobile trail

Storage and Handling Fee.....\$50.00

Ordinance 6-401: Fees and Charges for Removal of Snow and Ice

Snow removal from Private Property

Removal of snow placed improperly onto City Right of Way

- Truck load using bucket loader\$50.00
- Truck load using sno go\$90.00
- By hand or using hand implements.....\$25.00/hour
Per employee

Ordinance 7-400: Registration of Residential Rental Dwelling Units

Late rental registration fee\$50.00 per
Rental dwelling unit

Ordinance 7-500: Inspection of Residential Rental Dwelling Units

Initial Inspection\$100.00/unit

Initial/Renewal Inspection (including one follow-up)

- 1-2 Units (Inspected at the same time and location).....\$75.00\$85/unit
- 3-10 Units (Inspected at the same time and location).....\$70.00\$80/unit
- 10+ Units (Inspected at the same time and location).....\$65.00\$75/unit
- Re-inspection (following second failure)\$70.00/unit

Failure to pay fee for initial/renewal inspection or re-inspection

- Base fee plus \$10.00/unit for 1st 10 days late;\$10.00/unit for every subsequent 10 days
until paid

Appeal Fee for appeal to Housing Appeals Board\$25.00

(Fees for tenants may be waived by the City Manager upon demonstration of financial hardship)

Missed appointment or if unable to gain entry for rental dwelling unit

inspection because no one is present\$100.00

(missed original date and one rescheduled date)

Ordinance 7-600: Inspection of New or Rehabilitated Residential Facilities Prior to Sale

Neighborhood Enterprise Zone

- Pre-sale inspection (includes one follow-up inspection)\$60.00/unit
- Re-Inspection (all re-inspections after first follow up inspection).....\$70.00/unit
- Missed appointments\$70.00/unit
- Late Payment Fee\$25.00/month
- Appeals\$25.00

Ordinance 10-100: Owning and Keeping Dogs and Cats

Section 10-105(a)

Impounding of Dogs and Cats \$35 first day
\$20/day after

Transfer fee from Ishpeming Township Pound to UPAWS (Negaunee Location) . \$40.00

Transfer fee from Ishpeming Township Pound to UPAWS (Sands Location).....\$60.00

Section 10-106

- Civil fine of not more than \$100.00, plus costs, and if applicable damages and expenses as
provided by law.

Ordinance 11-600: Regulating the Ishpeming Cemetery

City Residents

Interment or Disinterment	April 1 – November 30	December 1 to March 31
Casket	\$650.00	\$1,300.00
Urn in Ground	\$250.00	\$ 500.00
Children 5 & under (casket or urn)	\$200.00	\$400.00
Urn in Niche	No Charge	No Charge
Disinterment and Reinterment <i>(Transfer within Cemetery)</i>		
Casket	\$1,300.00	\$2,600.00
Urn in Ground	\$ 500.00	\$1,000.00
Children 5 & under (casket or urn)	\$400.00	\$800.00
Urn in Niche	No Charge	No Charge

Non Resident

Interment or Disinterment	April 1 -- November 30	December 1 to March 31
Casket	\$1,300.00	\$1,950.00
Urn in Ground	\$ 500.00	\$ 750.00
Children 5 & under (casket or urn)	\$400.00	\$600.00
Urn in Niche	No Charge	No Charge
Disinterment and Reinterment <i>(Transfer within Cemetery)</i>		
Casket	\$2,600.00	\$3,900.00
Urn in Ground	\$1,000.00	\$1,500.00
Children 5 & under (casket or urn)	\$800.00	\$1,200.00
Urn in Niche	No Charge	No Charge

After 3:00 p.m. weekdays and Saturdays, the following rates are in addition to the rates above.

- Casket\$450.00
- Urn in Ground.....\$150.00
- Urn in Niche.....\$50.00

Sundays and Holidays, the following rates are in addition to the rates above.

- Casket\$600.00
- Urn in Ground.....\$200.00
- Urn in Niche.....\$100.00

Special Services, the following rates are in addition to the rates above.

Graveside Services	Resident	Non-Resident
Tent, greens, lowering device, and chairs	\$200.00	\$400.00
Greens, lowering device, and chairs	\$90.00	\$180.00
Greens, lowering device	\$65.00	\$130.00
Lowering Device	\$40.00	\$80.00

Section 11-627: Indigent Rates

As stipulated by Department of Social Services or State of Michigan.

Purchase of Lots and Niches

Lot Size	Resident	Non-Resident
1 grave space	\$275.00 \$550	\$550.00 \$1,100
2 grave spaces	\$550.00 \$1,100	\$1,100.00 \$2,200
3 grave spaces	\$825.00 \$1,650	\$1,650.00 \$3,300
5 grave spaces	\$1,375.00 \$2,750	\$2,750.00 \$5,500

Niche	Resident	Non-Resident
Bottom Row	\$800.00 \$1,075	\$1,500.00 \$2,050
Second Row	\$850.00 \$1,125	\$1,600.00 \$2,150
Third Row	\$900.00 \$1,175	\$1,700.00 \$2,250
Top Row	\$950.00 \$1,225	\$1,800.00 \$2,350

****Prices for Lots and Niches include 50% to the Perpetual Care Fund**

Purchase of Perpetual Care

Perpetual Care	Resident	Non-Resident
Niche	\$275.00	\$550.00
1 grave space	\$275.00	\$550.00
2 grave spaces	\$550.00	\$1,100.00
3 grave spaces	\$825.00	\$1,650.00
5 grave spaces	\$1,375.00	\$2,750.00

Placement of an Additional Monument on a Lot.....\$100.00/Additional Monument

Ordinance 12-100: Water and Sewer Utility

Section 12-102(1a)

- Minimum monthly charge of ~~\$42.94~~ **\$45.08** for the first 0-2,500 gallons of water per month; for all metered water consumption greater than 2,500 gallons per month, an additional charge of ~~\$17.18~~ **\$18.03** per 1,000 gallons (or any part thereof).
- Above rates will be increased by 5% effective January 1 of each year

Section 12-102(2)

- Temporary Service based on average water usage

Section 12-102(3)

- Permit to install tap from City water main\$100.00
- If City does work to connect a line to a City water main\$500.00
- If private contractor does work to connect a line to a City water main...\$300.00

Section 12-102(4)

- Late Fee Penalty: 5% of past due utility bill

Section 12-102(5)

- Opening or closing a street stop-cock
 - April through October\$25.00
 - April through October if due to delinquency\$40.00
 - November through March.....\$50.00
 - November through March if due to delinquency\$80.00
- Removal of water meter (for other than City purposes)\$35.00
- Overtime charge: Actual cost, with a minimum of \$200.00
- Thawing of frozen lines or pipes
 - Thawing from curb stop valve to water meter, actual cost with minimum charge of \$125.00 during normal hours
 - Minimum of \$250.00 if done on overtime
 - Minimum of \$350 if done on a Sunday or holiday

Section 12-102(6)

- Guarantee Deposit:
 - Single family residence user and other individual users.....\$250.00
 - Multiple family dwelling - \$250.00 per unit up to four (4) units.
 - Business, commercial, and industrial users, and large residential of more than four (4) units – an amount equal to the estimated usage for a one month period based on the usage of similar users.

Section 12-103(4)

- Damaged Meter – Actual cost of repairs if damage caused by neglect on the part of the consumer.

Section 12-103(9)

- Repairing leaks between curb stop and water meter – responsibility of property owner unless the leak is caused by conditions existing on public property and no fault of the property owner, for which the City Council may waive costs.
- If leak is not repaired in five business days, a service fee of \$25.00 per day can be assessed until leak is repaired.

Section 12-104

- Civil fine of not more than \$200.00, plus costs, and if applicable damages and expenses as provided by law.

Ordinance 12-500: Separate Meter for Water Consumption not entering Sanitary Sewer System

- Separate meter for water not entering the sanitary sewer system.
 - Purchase and installation of new meter.....\$75.00
 - Inspection and installation of used meter\$20.00

Ordinance 12-700: Sewer Use

- Permit to work on public sewer.....\$90.00
- New construction to install sewer lateral
 - If City does work – reimbursement for all actual costs incurred.
 - If work done by contractor-connection fee of \$250.00
- Must post a \$5,000 bond unless exempted by State law.
- All costs for installation, connection, or repair of building sewer to be borne by the owner. If damage to sewer originated in public sewer, cost can be waived by the City Council.
- Appeals to requirements of ordinance - \$100.00.

Ordinance 12-800: Wastewater Treatment Service Charges

- Rental charge for a water meter for persons discharging into public sanitary sewer system but not receiving water from public system:

5/8" and 3/4" meters	\$.75/quarter plus an installation charge and cost of meter testing
1" and larger	\$1.00/quarter plus an installation charge and cost of meter testing

- Residential sewer user served by a private well and discharging sewage into the public sewer system has the option of paying a "flat rate" user charge. The flat rate shall be based on the average metered residential usage rage.
- Minimum monthly sewer charge of ~~\$ 31.92~~ **\$33.51** for the first 0-2,500 gallons of water per month; for all metered water consumption greater than 2,500 gallons per month, an additional sewer charge of ~~\$12.77~~ **\$13.40** per \$1,000 gallons.
 - The above rates will increase by 5% effective January 1st of each year.

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

Adopted: December 5, 2018

City of Ishpeming

Resolution #14-2018

Resolution Health Care Cost Option as set forth in Public Act 152 of 2011

Whereas, Public Act 152 of 2011 (the "Act") was passed by the State Legislature and signed by the Governor on September 24, 2011;

Whereas, the Act contains three options for complying with the requirements of the Act;

Whereas, the three options are as follows:

1. Section 3 – "Hard Caps" Option – limits a public employer's total annual medical benefit plan costs for employees based on coverage levels, as defined in the Act;
2. Section 4 – "80%/20% Option – limits a public employer's share of total annual medical benefit plan costs to not more the 80%. This option requires an annual majority vote of the governing body;
3. Section 8 – "Exemption" Option – a local unit of government, as defined in the Act, may exempt itself from the requirements of the Act by an annual 2/3 vote of the governing body (4 votes needed)

Whereas, the Ishpeming City Council has decided to adopt the _____ option as its choice of compliance under the Act.

Now, therefore, be it resolved, the Ishpeming City Council of the City of Ishpeming of elects to comply with the requirements of Public Act 152 of 2011, the Publicly Funded Health Insurance Contribution Act, by adopting the _____ for the medical benefit plan coverage year January 1, 2019 to December 31, 2019.

The vote is as follows:

Yeas:

Nays:

Absent:

I, Tammie Leece, City Clerk, do hereby certify that the foregoing is a true and original copy of a resolution adopted by the City Council of Ishpeming at a Regular Meeting thereof held on December 5, 2018.

Tammie Leece, City Clerk

2019 ISHPEMING CITY COUNCIL MEETING SCHEDULE

Wednesday, January 9, 2019

Wednesday, February 6, 2019

Wednesday, March 6, 2019

Wednesday, April 3, 2019

Wednesday, May 8, 2019

Wednesday, June 5, 2019

Wednesday, July 10, 2019**

Wednesday, August 7, 2019

Wednesday, September 4, 2019

Wednesday, October 9, 2019

Wednesday, November 6, 2019

Wednesday, December 4, 2019

Council meeting are held the Wednesday following the first Monday of every month, unless noted with an asterisk (**).

All meetings are held at 7:00 p.m. in the upstairs conference room at Ishpeming City Hall, 100 E. Division Street in Ishpeming.