ISHPEMING CITY COUNCIL

Wednesday, March 3, 2021 at 7:00 p.m.

Ishpeming City Hall Council Chambers, 100 E. Division Street, Ishpeming MI City Hall Telephone Number: (906) 485-1091

- 1. Call to Order
- 2. Roll Call
- 3. Public Comment (limit 5 minutes per person)
- 4. Approval of Agenda
- 5. Agenda Comment (limit 3 minutes per person)
- 6. Consent Agenda
 - Minutes of Previous Meeting (February 3rd, 16th, and 17th)
 - b. Approval of Disbursements
 - c. Reappoint Stephen Piereson to a 5-year term on the Cemetery Board: term expiring May 2026
 - d. Reappoint Stephen Piereson to a 3-year term on the Parks and Recreation Commission: term expiring May 2024
 - Appoint David Lawler to fill a vacancy on the Planning Commission with the term expiring November 2021
 - Reappoint Joe Juidici to a 5-year term on the Compensation Commission: term expiring February 2026
- 7. Monthly Financial Statement Report
- 8. DPW Equipment
 - Declare as surplus: two Snapper walk-behind mowers (2000 & 2004), 2000 Walker Mower, and one 2000 a. Grasshopper Mower
 - Purchase of Lawn Mower for the Parks
 - c. Purchase of Lawn Mower for the Cemetery
 - d. Purchase of Utility Trailer for the Parks
- 9. Forestry for City of Ishpeming properties - Alger and Marquette County Conservation District
- 10. Public hearing for sale of property located on the northwest corner of Lake Street and Division Street
- 11. Special Event Applications
 - a. Special Event Application and Parade Permit: Fourth of July Festivities: 7/3/2021
 - b. Special Event Application: West End Health Foundation 2021 WEIRD Bike Race: 5/8/2021
 - c. Special Event Greater Ishpeming-Negaunee Chamber of Commerce Winter Wonderland request to waive City Large Event Fee \$450
- Resolution #1-2021, Submission of the MNRTF grant application for floating launches on the shores of Teal Lake 12.
- 13. Resolution #2-2021, to adopt Poverty Exemption Income Guidelines and Asset Test
- 14. Award 2021 Roadway Reconstruction Project - Various City Roads up to \$305,000
- Options for disposal of surplus items at Carnegie Public Library 15.
- 16. Public comment opportunity for Recreation Passport Grant Application
 - a. Resolution #3-2021, Submission of the Recreation Passport Grant Application: floating launches on Teal Lake
- 17. OHM Professional Services Proposal: Material Testing and Construction Services-Taco Bell
- Budget Amendment for MMRMA RAP grant received for Digital Cameras and Security for the Police Department 18.
- Recommendation from Planning Commission to authorize the Ishpeming Noon Kiwanis to begin fundraising for Lake 19. Bancroft Pavilion Playground Area
- Request from Timothy Kinney to purchase property adjacent east of existing property located at 400 E. New York Street 20.
- Request from Sarah Bannan to purchase property adjacent east of existing property located at 428 E. New York Street 21.
- 22. Malton Road Campground
 - Approve UP Engineers and Architects for engineering services for the Malton Road Campground
 - Establish Malton Road Campground Committee
- Re-establish Skate Park Committee 23.
- 24. Schedule Special Council meetings for March
 - a. 2022 Budget Guidance
 - b. Rural Development Sewer Grant Discussion
 - c. 2022 Capital Investment Strategy

- Old Business 25.
- 26. **New Business**
- 27. Public Comment (limit 3 minutes per person)
- Mayor and Council Reports 28.
- Manager's Report Attorney's Report 29.
- 30.
- Closed Session pursuant to MCL 15.268(a) 31.

32. Adjournment

Craig H. Cugini, City Manager

CITY OF ISHPEMING Monthy Financial Report

Period Ending 02/28/2021

	List of Funds
Fund 101 - General Fund Fund 202 - Major Street Fund Fund 203 - Local Street Fund Fund 203 - Local Street Fund Fund 206 - Fire Fund Fund 211 - Firefighter Longevity Fund 220 - Lake Bancroft Fund Fund 226 - Garbage Fund Fund 247 - Building Authority Fund 248 - DDA Fund 268 - Library Special Fund Fund 271 - Library State Aid	Fund 401 - Public Improvement Fund Fund 472 - Construction Fund - CDBG Fund 590 - Sewer Fund Fund 591 - Water Fund Fund 661 - Motor Pool Equipment Fund Fund 701 - Trust & Agency Fund 703 - Tax Collection Fund 711 - Cemetery Perpetual Care Fund 712 - Cemetery Care Fund Fund 732 - Act 345 Police/Fire Pension

Po	oled Cash by Fund	de	
101-General Fund	101-000-009.000	\$	1,381,260.25
202-Major Street	202-000-009.000		739,867.68
203-Local Street	203-000-009.000		117,466,74
206-Fire	206-000-009.000		135,771.92
211-Firefighter Longevity	211-000-009.000		209,178,70
220-Lake Bancroft	220-000-009,000		5,949.18
226-Garbage	226-000-009.000		163,243.69
247-Building Authority	247-000-009.000		(175,224.98)
248-DDA	248-000-009.000		96,016.85
268-Library Special Fund	268-000-009.000		51,658.53
271-Library State Aid	271-000-009.000		(7.189.03)
401-Public Improvement	401-000-009,000		746,336.04
472-Construction Fund-CDBG	472-000-009.000		(165,022.53)
590-Sewer	590-000-009.000		1,479,948.35
591-Water	591-000-009.000		1,637,377.81
661-Motor Pool	661-000-009.000		411.083.25
	Total Pooled Cash	\$	6,827,722.45

Please note the following is a summary for the Finance Director to read from during the meeting. The full financial statements are attached.

	101 General Fu	nd	202 Major St		203 Local St		226 Garbage		401 Public Imp	590 Sewer	591 Water
Share Pooled Cash	\$ 1,381,260).25 \$	739,867.68	\$	117,466.74	\$	163,243.69	\$	746,336.04	\$ 1,479,948.35	\$ 1,637,377.81
						_					
Revenues	999,623		98,452.97		39,819.38		116,888.29		261,673.58	267,050.44	272.256.60
Expenses Net Income(Loss)	665,756 333,865		24,648.64	_	14,818.74		63,330.82	-	76,222.94	140,337.40	373,256.68 118,028.74
,	333,803	.10	73,804.33		25,000.64		53,557.47		185,450.64	126,713.04	255,227.94
Fund Balance:				_		_					
Non-spendable	102,131	.19	_		_						
Restricted			739,867.68		117,695.58				606 715 71	-	-
Committed	960	.00	100		-		_		686,715.21	-	-
Assigned					-		275,320.06		-	•	-
Unassigned	992,152	.23	-		•		-			į.	-
Inv in Capital Assets											
Restriced for Debt			_		-		-		-	9,161,216.01	8,395,971.37
Unrestricted			_		-		-		-	-	774,407.00
Total Fund Balance	\$ 1,095,243	42 \$	739,867.68	\$	117,695.58	Ś	275 220 06	_		499,095.42	(279,074.97)
			75,007.00		111,035.58	>	275,320.06	\$	686,715.21	\$ 9,660,311.43	\$ 8,891,303.40

- 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 4th Quarter 2020 has been recorded.
- 2. Depreciation expense has been recorded in the Sewer, Water, and Motor Pool Funds through February 2021.
- 3. State revenue sharing in the General Fund has been recorded through December 2020. Paid by the state in 2-month increments with a 2-month lag.

8(a)

<u>DPW SURPLUS VEHICLE LIST – March 3, 2021</u>

2000 Walker

Model: MDDGHS Serial #: 47895

2000 Snapper Walk-Behind

Model: SPLH140KW Serial #: 95381842

2004 Snapper Walk-Behind

Model: SPLH152KW Serial #: 41137242

2000 Grasshopper Mower

Model: 928DS Serial #: 5036936



Decision Brief Vehicle Replacement Lawn Mower (Parks)

deteriorated fleet of lawn mowers within the Parks and Recreation, while establishing a lifecycle management Problem Statement: How does the city best replace a strategy for the future.

Searching best plan for replacement.





Facts and Assumptions

Facts

- Replace of oldest mower (2000
 - Grasshopper)
- Replaces 60" Deck
- Zero Turn Mower with Side-discharge
- **Diesel Engine**
- Two Options Locally (John Deere & Kubota)

Assumptions

- Reduced maintenance
- Improve Efficiency with increased mower deck size (72" Deck)
- Mulching Option Available only in the John Deere



• Maintain same Fuel Type; prevents mixing fuel types (Diesel)



Pros & Cons John Deere

5

- Pricing
- Increased Surplus Trade Value
- Increased Warranty (3 Years)
- Mulching Kit Included
- Local Dealer (increases partnership)

Cons

- First and Only In fleet if selected
- Different Engine than rest of fleet (although diesel and same HP)



Pros & Cons Kubota

50

- Standardized Engine to rest of fleet
- Local Dealer (increases partnership)

Cons

- Pricy mower
- Lower Surplus Trade Value
- No identified Mulching Option



Sources of Funding / Options

- Cash Option
- Trade-in Possible
- Financing Available (not great)

Current Expense Chart Budget FY 21 \$200K



Recommendation

- Purchase a 2021 Walker Riding Lawn Mower with 42" Deck and **Bagging System**
- Trade 2000 Walker (Value \$1250)
- Trade 2004 Snapper Walk-behind (\$250)
- Trade 2000 Snapper Walk-behind (\$250)

NOTE: two snapper walk-behinds have not been used and are just taking up space.



Decision Brief Vehicle Replacement Lawn Mower (Cemetery)

deteriorated fleet of lawn mowers within the Parks and Recreation, while establishing a lifecycle management Problem Statement: How does the city best replace a strategy for the future.

Searching best plan for replacement.

8 (C)



Facts and Assumptions

Facts

- Replace of oldest mower (2000 Walker)
- Replaces 42" Deck with grass handling
- system 42" Deck is widest deck for mowing between plots
- **Diesel Engine**
- Bagging System is required within the Cemetery
- Replacement in-kind (other brands do not meet criteria)
- Walker Brand is well known / durable mower

Assumptions

Reduced maintenance



- 42" Deck
- Bagging System
- Single Fuel Type; prevents mixing fuel types



Pros

- Maneuverability supports the limited space requirements
- Ok Rental is the only local Walker Dealer
- Ok Rental stocks parts and is in our current parts network
- workforce minimizing training Familiar equipment to our
- Six other mowers in the fleet are Walker brand

Cons

- Pricy mower
- No other brands seem to meet the requirements for comparison
- No competition for driving down pricing



Sources of Funding / Options

- Cash Option
- Trade-in Possible
- No Financing Available

Current Expense Chart Budget FY 21 \$200K

Equipment Item	Current FY 2021	Previous FY 2020	FY 2022	FY 2023	FY 2024	FY 2025
Holder Sidewalk Plow	Lease Carryover \$ 0	\$90,000.00	Lease Carryover \$ 0			
Chevy 4500 Dump Trk	\$10,752.00	0\$	\$10,752.00	\$10,752.00	\$10,752.00	\$10,752.00
TextMyGov Software	\$2000.00	\$0	0\$	0\$	0\$	0\$
PubWorks Software	\$12,775.00	0\$	\$0	\$0	\$0	0\$
CAT Loader	\$53,300 TRADE	0\$	\$31,388.00	\$31,388.00	\$31,388.00	\$31,388.00
Flatbed	\$3461.00	\$0	\$0	\$0	0\$	\$0
Peterbilt Snow Plow	\$33,006.00	\$33006.00	\$33,006.00	\$33,006.00	\$16,665.00	\$0
Police Lease 1	\$15,759.15	\$15759.15	\$0	0\$	0\$	\$0
Police Lease 2	\$12,572.09	\$12,572.09	\$12,572.09	\$0	0\$	\$0
Lawn Mower (Cemetery)	\$15,526.00	\$0	\$0	0\$	0\$	0\$
Totals	\$105,851.24	\$151,337.24	\$87,718.09	\$75,146.00	\$58,805.00	\$42,140.00



SIPEMINE Recommendation

- Purchase a 2021 Walker Riding Lawn Mower with 42" Deck and **Bagging System**
- Trade 2000 Walker (Value \$1250)
- Trade 2004 Snapper Walk-behind (\$250)
- Trade 2000 Snapper Walk-behind (\$250)

NOTE: two snapper walk-behinds have not been used and are just taking up space.





Decision Brief Vehicle Replacement Utility Trailer (Parks)

capacity through use of utility trailers within the Parks Problem Statement: How does the city best increase and Recreation, while establishing a lifecycle management strategy for the future.

Searching best plan for additional utility trailer.

Must repair gate and floorboards of current trailer.



Facts and Assumptions

Facts

- Does not replace any equipment
- Provides heavier duty trailer to expand our hauling capabilities
 - **Dual Axel**
- Two local Ishpeming/Negaunee sales dealerships (Meyers and John Deere)

Assumptions

- Additional trailer provides versatility
- Increases efficiency for summer workers
- A dual axle trailer will be more durable Increased width to support movement of larger mower
- Support other DPW staff with moving equipment, benches, garbage cans and large barricades



- Must be over 6' wide to fit new larger mower
- Must be at least 8' long
- Must have Rear ramp for loading and unloading lawn mowers
- Must have Solid sidewalls for safe hauling of equipment
- Heavy equipment hauling requires dual axle trailer



Pros & Cons John Deere

Pros

Cons

Spare Tire not included

- Pricing Meyer dual axle was less expensive than John Deere single axle
- Establishes a new business relationship with Meyer Yamaha (Ish Twp)
- Steel frame
- 3500 pound axels
- 5240 pound payload
- Electric Braking System included



Sources of Funding / Options

Cash Option



Current Expense Chart Budget FY 21 \$200K

Equipment Item	Current FY 2021	Previous FY 2020	FY 2022	FY 2023	FY 2024	FY 2025
Holder Sidewalk Plow	Lease Carryover \$ 0	\$90,000.00	Lease Carryover \$ 0			
Chevy 4500 Dump Trk	\$10,752.00	\$	\$10,752.00	\$10,752.00	\$10,752.00	\$10,752.00
TextMyGov Software	\$2000.00	\$	0\$	0\$	\$0	\$0
PubWorks Software	\$12,775.00	\$0	\$0	0\$	\$0	\$0
CAT Loader	(\$53,300) TRADE	0\$	\$31,388.00	\$31,388.00	\$31,388.00	\$31,388.00
Flatbed	\$3461.00	0\$	0\$	0\$	\$0	\$0
Peterbilt Snow Plow	\$33,006.00	\$33006.00	\$33,006.00	\$33,006.00	\$16,665.00	\$0
Police Lease 1	\$15,759.15	\$15759.15	0\$	0\$	\$0	\$
Police Lease 2	\$12,572.09	\$12,572.09	\$12,572.09	0\$	0\$	0\$
Lawn Mower (Cemetery)	\$15,526.00	\$0	0\$	\$0	\$0	\$0
Lawn Mower (P&R)	\$11,293.51	\$0	0\$	0\$	\$0	0\$
Utility Trailer (Parks)	\$3295.00	\$0	0\$	0\$	\$0	0\$
Totals	\$120,439.75	\$151,337.24	\$87,718.09	\$75,146.00	\$58,805.00	\$42,140.00



Recommendation

- Purchase a 2021 Midsota UT8V14TA Black Steel Dual Axle Utility Trailer
- Purchase from Meyer Yamaha of Ishpeming Township
- Pay cash in current FY 2021 budget

Forestry for the City of Ishpeming Properties

The City of Ishpeming has a mostly untapped natural resource in their forested land ownership. If managed correctly, this resource can generate sustained revenue, and provide valuable wood products to an over \$7 billion industry in Michigan. Having an already well developed and very good pre-existing trail system, access to several areas with timber already exists. It would be prudent for the City to begin planning for a long-term sustainable forest through proper management.

Logging can appear to be a destructive and messy process, but the benefits outweigh these issues. As stewards of forested land, we can provide high quality sustainable forests, grow products as a revenue stream while providing an extremely important commodity for our economy. Forests are a renewable resource which can repetitively regenerate providing for long-term sustainable revenue. Furthermore, forests provide benefits as young forests to wildlife and especially migratory songbirds and are a part of what Ishpeming values as a recreational resource. Logging operations can be utilized to create and improve access, increase available trails or openings, and support site preparation for other uses, as desired.

With the extensive area of forestland owned by the City of Ishpeming, logging can be undertaken almost immediately by local contractors. However, a longer-term planning process and written Management Plan is highly suggested. A written plan will provide a baseline inventory, and recommended schedules for harvesting and management. A plan creates a working relationship with a Consulting Forester who can set up, support bid proposals, and administer a logging operation or project.

A long-term sustainable management plan is not a new idea/concept. Examples of programs like the Dean River Campers Inc., as well as large "clubs" such as the Michigan Northwoods Club in Ely and Tilden Townships, utilizes a Consulting Forestry firm, and they have been able to generate a harvest each year. The out-of-pocket cost for developing a Forest Management Plan will be quickly recuperated in following years through timber sale income.

Matt Watkeys

SAF Certified Forester Alger and Marquette County Conservation Districts 780 Commerce Dr. Suite C Marquette, MI 49855 906 251-3071

Algercd.com
Marquettecd.com



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, March 3, 2021 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 sale of the following described public property in the City of Ishpeming:

The parcel is located on the Northwest corner Lake Street and Division Street in Ishpeming, Michigan and is further described as follows:

Original Plat, City of Ishpeming, Lot 15

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.







Ishpeming 4th of July Committee, Inc PO Box 173 | Ishpeming, MI 49849 Ishpeming4th.com | ishpeming4th@gmail.com

Ishpeming City Council Ishpeming City Manager 100 E Division St. Ishpeming, MI 49849

Council Members,

I am writing on behalf of the Ishpeming 4th of July Committee to request approval to plan and host the Annual Fourth of July activities on Saturday, July 3, 2020.

This community event includes a parade, community picnic and fireworks. We are still in the planning stages and events will be finalized in the coming months based on the local and state guidelines.

All participating businesses, vendors, guests and volunteers will be required to follow all current Covid-19 regulations as stipulated by the State of Michigan, Michigan Department of Health and Human Services, City of Ishpeming, and the Ishpeming 4th of July Committee COVID plan. The committee will submit a final Covid-19 plan for the Council's review by June 15, 2021.

We look forward to a favorable response and continuing this great Ishpeming tradition. If you have any questions, concerns or would like to volunteer I can be reached at 906-360-5252 or at andreajackson29@gmail.com.

Thank you,

Andrea Jackson President Ishpeming 4th of July Committee, Inc.



PARADE PERMIT APPLICATION FORM

ɪ, Tia Rodda	, an official representative of (Name of Organization)
Ishpeming 4th of July Con	nmittee
	conduct a parade on (date) 7/03/2021. It will begin at and at Approx 12:00 p.m.
The parade will form at (loca	ation) Empire & Third Street
	ows (List Streets and Directions).
South on 3rd to Hematite,	West on Hematite to Main Street. South on Main Street
to Division. West on Divis	ion to disperse down Lakeshore.
I wish to have parking restric	eted on the following streets: All of the above as well as
Bessemer, Park, Wabash	, Michigan, Maurice, Empire, 2nd to 5th.
I wish to have the following	intersections blocked: Bessemer, Empire, and Hematite
at 3rd Street Sections; Als	so, Main Street at Hematite and Division.
Estimated number of units to Equestrian (horse) units: 2 -	be in the parade: 100 Units 10 horses
Number of people provided t	to monitor the parade: 15
blocked are subject to review	le route, parking restrictions, and street intersections to be and approval by officials of the City. It is also understood that nnel will be subject to review by the proper City officials.
I, hereby, assume full respon	sibility for the conduct of this parade.
Signature of Applicant: Tu	r Rodda
APPROVED BY:	
Chief of Police	City Clerk:

CITY OF ISHPEMING

SPECIAL EVENT APPLICATION

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

Name Short Hand Phone
Organization Address P.D. Dix 173 - Ishpering
Organization's Agent Andria Jackson Phone 901e) 340-5252
Agent's Title President
Agent's Address 515 N. Lake St., Shpeming
Event Name Ishperny 4th of July
Event purpose Organize a Parale, Currenty Picnic
and a fireworks display for community entertainment.
Event Dates July 3rd 2021
Event Times 10:30 a.m - 11:W p.m.
Event Location Third Street, Down town - Al Qual
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: July 3rd 2021
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: DPW employees to help keep Al Quaal avaa clean
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

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.

Michigan Liquor Control Commission and must provide the City with a Certificate of Insurance

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.

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 100 E. Division Street Ishpeming, Michigan 49849



11(b)

RECEIVED

FEB 1 6 2021

City of ishperning

February 11, 2021

Mr. Craig Cugini City Manager, City of Ishpeming 100 East Division Street Ishpeming, MI 49849

Dear City Manager Cugini,

The West End Health Foundation is making plans for our 2021 WEIRD Bike Race. Our 2020 race was to be held March 14, 2020 at the Ishpeming Armory. Unfortunately, COVID-19 forced us to hold that event as a virtual race. We are hopeful that a 2021 WEIRD event can be held May 8, 2021 at the Cliffs Shaft Mining Museum.

Attached please find a very preliminary Special Events Application. We realize that COVID-19 concerns may force us to revise our plans, and we understand that the City of Ishpeming may tentatively approve applications that may later need to be modified. We hope to start planning early, so all our partners have time to adjust plans accordingly.

The WEIRD is a fund-raising event for the West End Health Foundation. Our partner for this event is Start the Cycle. Start the Cycle is a non-profit organization that mentors at-risk youth through biking programs. Start the Cycle participates in events on Marquette County's West End.

We have received tentative verbal approval to work with the Cliffs Shaft Mining Museum to use their parking lot for this event. Racers will be riding stationary bikes outdoors under tents or canopies. They will be socially distanced and required to wear masks. We have also approached the Ishpeming Elks Lodge to see if they would partner in this event. We have also discussed use of Lake Bancroft Park and the Pavilion depending on how events and activities are designed.

I would be happy to work with you or City of Ishpeming staff during this process. I thank you for your consideration of our application and look forward to discussing our event with you in more detail.

Sincerely,

Tom Edmark,

President

WEHF Board of Directors President

Our Mission "Advancing Health and Wellness in the West End Community"

Our Vision "To build a culture encouraging healthy lifestyles in the West End"

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

West End Health Foundation

Phone

(906) 204-7410

Organization Address

P.O. Box 211, Ishpeming, MI 49849

Organization's Agent Tom Edmark, Phone (906) 485-4311

Agent's Title Foundation Board of Trustees President

Agent's Address 910 U.S. 41 West, Ishpeming, MI 49849

Event Name WEIRD Bike Race

Event purpose A fund raising event to raise money for the West End Health Foundation and our partner Start the Cycle.

Event Dates May 8, 2021

Event Times 8:30 a.m. to

Event Location Event will be staged at the Cliffs Shaft Mining Museum parking lot and Elks Lodge

Thomas. r. edmerk@gmail.com & Laura McDanald
Aurara Doblos

1. Type of Ever	ıt:
-----------------	-----

[] City Operated Event	[] Co-Sponsored Event
[XX] Other Non-Profit Event	[] Other For-Profit Event
[] Political or Ballot Issue Ex	vent

2. Annual Event: Is this event expected to occur next year? [YES]

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 Saturday in May

Next year's Specific Dates: May 7, 2022

- 3. An Event Map [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? [No] Other vendors? [Yes] We have approached the Elks Lodge about serving food and drinks at their facility.
- 5. Event signs: Will this event include the use of signs? [Yes] Signage will be located in the Cliffs Shaft Museum parking lot and will be for each bike station. A sponsor banner will also be displayed.
- 6. Other Requests: Depending on the Covid 19 situation, we may want to use the Lake Bancroff Pavillion for activities and restrooms. We are in the early stages of planning, so do not know what our needs will be at this current time.
- 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.

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 100 East Division Street Ishpeming, Michigan 49849



Date

City Manager



Subject:

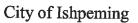
Community Event: Winter Wonderland

GINCC is intending to work this event as a "Break Even"

- 1. \$200 Cost for Porta-jons
- 2. Low fees \$5 individual \$15 Family
- 3. COVID Friendly / Outdoors
- 4. Request City Waive Fees (\$450)
- 5. \$100 Donation Meyer Yamaha
- 6. \$250 Mini-grant from Westend Health Foundation
- 7. Offset Insurance Cost Approximately \$300
- 8. Some Material Costs (Signs, Directions, COVID Instructions)
- 9. Board Members Donate \$25 Gift Baskets (Raffle Prizes) Collected by March 10, 2021.

Approximately \$1000 in expenses
Currently \$350 in donations / grants
Request for City Waiving \$450
Entrance Fees to make up remaining difference

\$1000 (Total Estimated) - \$450 (City Fee) - \$300 (est insurance) - \$200 (Porta-Jons) - \$50 Misc Expns = \$200 (Porta-Jons) Unreimbursed





City Council Resolution #1-2021

Approve submittal of MNRTF Grant Application for the Floating Launches on Shores of Teal Lake

WHEREAS, the City of Ishpeming supports the submission of an application titled "Floating Launches on the Shores of Teal Lake" to the Michigan Natural Resources Trust Fund for the installation of launches on the west and east end of Teal Lake; and

WHEREAS, the proposed application is supported by the Community's 5-year approved Parks and Recreation Plan; and

WHEREAS, residents of the City of Ishpeming were provided with a well-advertised opportunity to express opinions, ask questions, and discuss all aspects of the grant application at a public meeting on February 3, 2021; and

WHEREAS, the Cities of Ishpeming and Negaunee have both made a financial commitment to the project in the amount of \$5,000 each and the Ishpeming Rotary Club has made a financial commitment to the project in the amount of \$11,000 and are committed to raise an additional \$17,023.89 for a total matching fund commitment of \$38,023.89 and

WHEREAS, the City of Ishpeming is hereby making a commitment to act as the fiduciary for the \$38,023.89 in financial commitments and ensure that they are available for the cash match; and

NOW, THEREFORE BE IT RESOLVED the City Council for the City of Ishpeming hereby authorizes the submission of a Michigan Natural Resources Trust Fund application in the amount of \$114,071.70, and to make available its financial obligation totaling \$38,023.89 (from the City of Ishpeming, the City of Negaunee, and the Ishpeming Rotary Club) for a total project cost of \$152,095.59 during the 2022-2024 fiscal year.

Be it further resolved that the City Council authorizes City Manager Craig H. Cugini to submit the grant application on behalf of the City.

Y	
Yeas:	
Nays:	
Excused:	
I, Cathy Smith, City Clerk, do hereby certify that made and passed by the City Council of Ishpemir a quorum present.	t the foregoing is a true and original copy of this resolution duly ng at a Regular Meeting held on March 3, 2021, at 7:00 pm, with
,	
Cathy Smith, City Clerk	Date

City of Ishpeming Resolution #2-2021

13

Resolution to Adopt Poverty Exemption Income Guidelines and Asset Test

WHEREAS, the homestead of persons who, in the judgment of the Assessor and Board of Review, by reason of poverty, are unable to contribute to the public charges is eligible for exemption in whole or part from taxation under the General Property Tax Act; and

WHEREAS, the City Council is required by Section 7u of the General Property Tax Act, Public Act 206 of 1893 (MCL 211.7u), to adopt guidelines for poverty exemptions;

NOW, THEREFORE, BE IT HEREBY RESOLVED, pursuant to MCL 211.7u, that the City of Ishpeming, Marquette County, adopts the following guidelines for the Assessor and Board of Review to implement.

The guidelines shall include but not be limited to the specific income and asset levels of the claimant and all persons residing in the household, including any property tax credit returns, filed in the current or immediately preceding year.

To be eligible, a person shall do all the following on an annual basis

- 1) Be an owner of and occupy as a homestead the property for which an exemption is requested.
- 2) File a claim with the Assessor or Board of Review, accompanied by federal and state income tax returns for all persons residing in the homestead, including any property tax credit returns filed in the immediately preceding year or in the current year.
- 3) Produce a valid drivers' license or other form of identification if requested.
- 4) Produce a deed, land contract, or other evidence of ownership of the property for which an exemption is requested if requested.
- 5) Meet the federal poverty income guidelines as defined and determined annually by the United States Office of Management and Budget as attached.
- 6) Meet additional eligibility requirements as determined by the City Council, including maximum asset value and asset test policies as attached.

BE IT ALSO RESOLVED that the Board of Review shall follow the above stated policy and federal guidelines in granting or denying an exemption, unless the Board of Review determines there are substantial and compelling reasons why there should be a deviation from the policy and federal guidelines and these are communicated in writing to the claimant.

The foregoing resolution offered by Councilmember	and supported by Councilmember
Ayes:	
Nays:	
I, <u>Cathy Smith</u> , the duly appointed City Clerk of the <u>City of Ishpe</u> was adopted by the City Council of said City at the regular meeting he was present.	ming hereby certify that the foregoing resolution eld on March 3, 2021, at which meeting a quorum
Cathy Smith, City Clerk	

POVERTY EXEMPTION INFORMATION: MCL 211.7u (1) The principal residence of persons who, in the judgement of the Assessor and Board of Review, by reason

POVERTY INCOME GUIDELINES

How much income a person can receive per year and be eligible for the Poverty Exemption

2021 Federal Poverty Income Guidelines

Size of Family/Household	Maximum Total Income	
1	\$12,760	
2	\$17,240	
3	\$21,720	
4	\$26,200	
5	\$30,680	
6	\$35,160	
7	\$39,640	
8	\$44,120	
Additional Person	\$4,480	

According to the U.S. Census Bureau, "income" includes:

- Money, wages, and salaries before any deductions, regular contributions from persons not living in the residence
- Net receipts from nonfarm or farm self-employment (receipts from a person's own business, professional enterprise, or partnership, after business expense deductions).
- Regular payments from social security, railroad retirement, unemployment, worker's compensation, veteran's payments, public assistance, supplemental security income (SSI).
- Alimony, child support, military family allotments.
- Private and governmental retirement and disability pensions, regular insurance, annuity payments.
- College and university scholarships, grants, fellowships, assistantships.
- Dividends, interest, net income from rentals, royalties, estates, trusts, gambling or lottery winnings.

Total value of assets cannot exceed \$15,000.

ASSET TEST

(IF THE APPLICANT MEETS THE POVERTY INCOME GUIDELINES)

Things of value that the Board of Review may consider in determining asset value:

- A second home, land, vehicles
- Recreational vehicles (campers, motor homes, boats, ATV's, etc)
- · Buildings other than the residence
- Jewelry, antiques, artwork
- Equipment, other personal property of value
- Bank accounts (over a specified amount), stocks
- Money received from the sale of property such as stocks, bonds, a house, or a car (unless a person is in the business of selling such property).
- Withdrawals of bank deposits and borrowed money
- Gifts, loans, lump-sum inheritances and one-time insurance payments.
- Food or housing received in lieu of wages and the value of food and fuel produced and consumed on farms.
- Federal non-cash benefits programs such as Medicare, Medicaid, food stamps, and school lunches.

City Manager

M

From:

Tim Kinney

Sent:

Wednesday, February 10, 2021 3:01 PM

To:

City Manager

Subject:

2021 Roadway Reconstruction proposal review

Craig,

After reviewing the three proposals received, the following are the most significant discrepancies between them:

- 1. OHM only included initial project scoping and did not include design or construction engineering.
- 2. UPEA did not include construction engineering.
- 3. GEI included all design and construction engineering but did not provide an itemized cost breakdown.

Based on these findings, my selection criteria scores are as follows:

No.	Selection Criteria	Points	ОНМ	UPEA	GEI
1	Experience of personnel with Municipal Engineering, Surveying,				
	Construction Observation, Material Testing and Grant Projects	15	10	15	15
2	Experience of personnel with MDOT Local Agency Projects	15	10	15	15
_3	Project understanding	15	3	7	14
4	Proximity of assigned personnel to the City of Ishpeming	15	5	15	10
_ 5	Availability of personnel	20	10	20	20
_ 6	Hourly rates for personnel	5	5	5	0
7	Rates for reimbursables not included in hourly rates	5	0	5	0
8	Ability to meet completion deadlines	5	0	5	5
9	Ability to coordinate with various governmental and permit				
	agencies	5	5	5	5
	Tot	al 100	48	92	84

Tim Kinney
City of Ishpeming
TimKinney@ishpemingcity.org
906.360.1025

15

Siperification Brief Removal of Surplus Library Items

Problem Statement: How does the city best remove the thousands of Library items declared as surplus during COVID?

Previous Method: In-person Book Bid or Book Sale



Potential Recommendations / Options

- Option 1: Recycle all surplus items.
- sort into sell / recycle prior to sending, likely to proceed in batches rather than all · Option 2: Participate in Sustainable Shelves. Library Staff must scan each item,
- Option 3: Place items for sale on our website one box at a time
- Option 4: Store items until an in-person bid (or sale) is possible following lifted **COVID Restrictions**



Facts and Assumptions

Facts

- The City has amassed large quantities of weeded materials.
- COVID has restricted Revenue generating options (Impossible) to hold in-person sales / bids
- Sustainable Shelve Program
 Offers a limited option to the
 City

Assumptions

- Volunteers will be available and choose to accept the task
- The quantity of stored materials will generate enough revenue to make the sorting worth the effort.

CM1



- Volume of Materials
- COVID Restrictions
- Storage Capacity



Pros

- eliminate Revenue but increases Easiest Methods Restrict or staff availability
- Option 1: Could be enacted immediately
- Option 2: is a compromise of Reward vs Effort

Cons

- Hardest Options generate limited revenue
- Options 3 and 4 offer limited gain vs effort
- All options other than 1, require staff time and effort



Possibility of an additionally available resource

- Lions Club of Ishpeming is looking for a project. They could provide Six to Eight Volunteers for four to six hours of labor per project.
- Several Other Groups might provide volunteer labor force
- Utilize a volunteer labor force to execute Option 2 and Join the Sustainable Shelves Program
- Books not suited for resale are responsibly recycled



Sources of Funding / Options

- Cash Sale Option
- Arranged Pick-up through Sustainable Shelves Program



Recommendation Current

Option 1: Recycle all surplus items

DPW or Other Staff Assist with hauling materials to Waste Facility



Recommendation Future

- Option 2: Primary; assumes volunteer labor for sorting
- If volunteers provide unavailable or unsuccessful, revert to Option 1.
- Seek volunteers / organizational support to off-set City Expense with potential for Credit (value)
- Provides the greatest potential for revenue with the least amount of lost time / effort by City Staff
- Builds a new partnership for the future



City of Ishpeming

City Council Resolution #3-2021

Approve submittal of Recreation Passport Grant Application for the Floating Launches on Shores of Teal Lake

WHEREAS, the City of Ishpeming supports the submission of an application titled "Floating Launches on the Shores of Teal Lake" to the Michigan Recreation Passport Grant Program for the installation of launches on the west and east end of Teal Lake; and

WHEREAS, the proposed application is supported by the Community's 5-year approved Parks and Recreation Plan; and

WHEREAS, the Cities of Ishpeming and Negaunee have both made a financial commitment to the project in the amount of \$5,000 each and the Ishpeming Rotary Club has made a financial commitment to the project in the amount of \$11,000 and are committed to raise an additional \$17,023.89 for a total matching fund commitment of \$38,023.89 and

WHEREAS, the City of Ishpeming is hereby making a commitment to act as the fiduciary for the \$38,023.89 in financial commitments and ensure that they are available for the cash match; and

NOW, THEREFORE BE IT RESOLVED the City Council for the City of Ishpeming hereby authorizes the submission of a Michigan Recreation Passport Grant application in the amount of \$114,071.70, and to make available its financial obligation totaling \$38,023.89 (from the City of Ishpeming, the City of Negaunee, and the Ishpeming Rotary Club) for a total project cost of \$152,095.59 during the 2022-2024 fiscal year.

Be it further resolved that the City Council authorizes City Manager Craig H. Cugini to submit the grant application on behalf of the City.

Yeas:	
Nays:	
Excused:	
I, Cathy Smith, City Clerk, do hereby certify made and passed by the City Council of Ishpe a quorum present.	that the foregoing is a true and original copy of this resolution duly ming at a Regular Meeting held on March 3, 2021, at 7:00 pm, with
Cathy Smith, City Clerk	Date

ARCHITECTS, ENGINEERS, PLANNERS,

February 25, 2021

Mr. Alan Pierce Zoning Administrator City of Ishpeming 100 East Division Street Ishpeming, MI 49849

RE: Proposal for Professional Service

Material Testing and Construction Observation Services for 848 US 41, Ishpeming, MI

Dear Mr. Pierce:

Thank you for contacting us to provide professional services to the City of Ishpeming for the 848 US 41 Taco Bell project. OHM Advisors is looking forward to assisting the City of Ishpeming with material testing and construction observation services during construction of the project. We have prepared this letter proposal based on the information provided and discussions with you. This proposal represents our understanding of the project.

Statement of Understanding

The City of Ishpeming is requesting assistance with performing on-site materials testing and construction observation of a proposed Taco Bell in the City of Ishpeming. The proposed site to be developed is the former Country Kitchen located in the northwest quadrant of US-41 and North Road. The project is currently in the final design phase.

Work Plan

Our work plan includes the tasks based on our understanding of the project. Specific tasks included are as follows:

- Provide on-site testing of materials placed within North Road right-of-way at the two proposed Taco Bell entrance drives. OHM Advisors assumes three 6-hour site visits will be required to complete the testing requirements Testing will include:
 - O Density testing of the sub-base prior to aggregate base installation. One density test will be performed at each drive location. One subbase material sample will be obtained for lab analysis.
 - Density testing and gradation of the aggregate base material installed during construction. One density test will be performed at each drive location. One aggregate sample will be obtained for lab analysis.
 - Density testing of the HMA surface. One density test will be performed for each drive per lift of HMA. One HMA material sample will be obtained for lab analysis.
- Provide a construction technician to observe the installation of the sanitary sewer service to ensure installation meets the City of Ishpeming standards. Specific work efforts include:
 - Collect material certifications for the piping for the sanitary sewer service lead.
 - Perform on-site density testing during the installation and back fill of the sanitary sewer service lead. OHM Advisors assumes one test per lift (assuming 6 total lifts) of backfill material with all backfill being installed in a single day.
 - o Ensure Magnuson Hotel employee parking is maintained during the sanitary sewer lead installation.



- Provide a construction technician to observe the installation of a fire hydrant near the westerly third of the Magnuson Hotel within the MDOT right-of-way to ensure installation meets the City of Ishpeming standards. Specific work efforts include.
 - O Collect material certifications for the piping and appurtenances associated with the fire hydrant installation.
 - Perform on-site density testing during the installation and back fill of the hydrant installation. OHM
 Advisors assumes one test per lift (assuming 6 total lifts) of backfill material with all backfill being
 installed in a single day.
- During site visits the construction technician will review the storm water basin and its outlet to the Carp River. Based on the scope of work above it is assumed OHM will be on site during five separate days and perform a review of the basin and outlet during each of these visits.

Schedule

We are prepared to commence work on this project upon receipt of your written authorization to proceed.

Compensation

OHM Advisors will provide the above-outlined professional services on an hourly as needed basis for an estimated not to exceed fee of \$6,120.

Notes:

- 1. Fees were determined based on the noted assumptions. OHM Advisors proposes to confirm these assumptions with City of Ishpeming prior to commencing services.
- 2. "Hourly (Estimated Fee)" represents the budget estimate for the Task (per the rates identified in our Hourly Rate Schedule). Budget estimate shall serve as a maximum. Any requested work beyond this fee must be approved by City of Ishpeming prior to proceeding.
- 3. Fee includes travel time to and from the project site.

Clarifications and Assumptions

This Scope of Services was prepared based on the following assumptions:

If additional labor effort or change in schedule is required beyond described herein, OHM Advisors will negotiate an amendment with the City of Ishpeming. OHM Advisors will not proceed with additional services without written authorization to proceed from the City of Ishpeming.

Client Responsibilities

- The City of Ishpeming will provide a single point of contact to OHM Advisors who is knowledgeable about the project needs and desired outcomes.
- The City of Ishpeming will provide the approved construction documents for the Taco Bell development project.

Additional Services

The following services are not included in our compensation but may be desired. Fees for these services can be negotiated later if deemed necessary. Additional services that may be needed are as follows:

Environmental Testing and Abatement

City of Ishperning Engineering Services for 848 US 41 February 26 2021 Page 3 of 3



- Electronic as-built drawings
- Planning/Zoning review
- Easement creation.

Authorization and Acceptance

Zan aldoch

If this proposal is acceptable to you, your signature on this letter with a copy returned to me will serve as our authorization to proceed. Upon execution, this Proposal, the Terms & Conditions and the other attachments will form our agreement.

Thank you for giving us the opportunity to be of service. We look forward to working with you on this project. This proposal is valid for 30 days from the date of this letter. If you have any questions or comments, please contact me at zane.hyrkas@ohm-advisors.com or 906-370-9263.

Sincerely,
OHM Advisors

Acceptance City of Ishpeming

Zane Hyrkas, PE

Alan Pierce, Zoning Administrator

Attachments:

Terms and Conditions

Standard Rate Schedule

cc:

Tracie William, Principal in Charge, OHM Advisors

TERMS & CONDITIONS



- 1. THE AGREEMENT. These Terms and Conditions and the attached Proposal or Scope of Services, upon acceptance by CLIENT, shall constitute the entire Agreement between Orchard, Hiltz & McCliment, Inc. (OHM ADVISORS), a registered Michigan Corporation, and CLIENT. OHM ADVISORS and CLIENT may be referred to individually as a Party or collectively as Parties. This Agreement supersedes all prior negotiations or agreements and may be amended only by written agreement signed by both Parties.
- CLIENT RESPONSIBILITIES. CLIENT shall at no cost to OHM ADVISORS:
 - a. Provide access to the work site to allow timely performance of the work.
 - Provide all data and information in the CLIENT'S possession as may be required by OHM ADVISORS to perform the services.
 - c. Designate a person to act as CLIENT'S representative who shall transmit instructions, receive information, define CLIENT policies, and have the authority to make decisions related to services under this Agreement.
- PROJECT INFORMATION. OHM ADVISORS shall be entitled
 to rely on the accuracy and completeness of services and
 information furnished by CLIENT, including services and
 information provided by other design professionals or consultants
 contracted directly to CLIENT.
- 4. PERIOD OF SERVICE. The services shall be completed within the time specified in the Proposal or Scope of Services, or if no time is specified, within a reasonable amount of time. OHM ADVISORS shall not be liable to CLIENT for any loss or damage arising out of any failure or delay in rendering services pursuant to this Agreement that arise out of circumstances that are beyond the control of OHM ADVISORS.
- 5. <u>COMPENSATION</u>. CLIENT shall pay OHM ADVISORS for services performed in accordance with the method of payment, as stated in the Proposal or Scope of Services. CLIENT shall pay OHM ADVISORS for reimbursable expenses for subconsultant services, equipment rental, or other special project related items at a rate of 1.15 times the invoice amount.
- 6. TERMS OF PAYMENT. Invoices shall be submitted to the CLIENT each month for services performed during the preceding period. CLIENT shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM ADVISORS shall include a service fee at the rate of one (1%) percent per month from said thirtieth day.
- STANDARD OF CARE. OHM ADVISORS shall perform their services under this Agreement in a manner consistent with the professional skill and care ordinarily provided by similar professionals practicing in the same or similar locality under the same or similar conditions.
- 8. RESTRICTION OF REMEDIES. To the fullest extent permitted by law, CLIENT agrees to restrict any and all remedies it may have by reason of OHM ADVISORS' breach of this Agreement or negligence in the performance of services under this Agreement, be they in contract, tort, or otherwise, to OHM ADVISORS, alone, and waives any and all remedies it may have against OHM

- ADVISORS' principals, agents, employees, officers, directors and/or subconsultants.
- 9. LIMIT OF LIABILITY. To the fullest extent permitted by law, CLIENT agrees that, notwithstanding any other provision in this Agreement, the total liability in the aggregate, of OHM ADVISORS to CLIENT, or anyone claiming under CLIENT, for any claims, losses, damages or costs whatsoever arising out of, resulting from, or in any way related to this Agreement or the services provided by OHM ADVISORS pursuant to this Agreement, be limited to \$25,000 or OHM ADVISORS fee, whichever is greater, and irrespective of whether the claim sounds in breach of contract, tort, or otherwise.
- 10. <u>ASSIGNMENT</u>. Neither Party to this Agreement shall transfer, sublet, or assign any duties, rights under or interest in this Agreement without the prior written consent of the other Party.
- 11. NO WAIVER. Failure of either Party to enforce, at anytime, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either Party at any time to avail themselves of such remedies as either may have for any breach of such provisions.
- 12. GOVERNING LAW. The laws of the State of Michigan will govern the validity of this Agreement, its interpretation and performance.
- 13. DOCUMENTS OF SERVICE. The CLIENT acknowledges that OHM ADVISORS' reports, drawings, and other documents (Documents) as instruments of professional services. Nevertheless, the Documents prepared under this Agreement shall become the property of CLIENT upon completion of the work and payment in full of all monies due OHM ADVISORS. However, OHM ADVISORS shall have the unlimited right to use such Documents and the intellectual property therein. CLIENT shall not reuse or make any modifications to the Documents without prior written authorization by OHM ADVISORS. In accepting and utilizing any Documents or other data on any electronic media provided by OHM ADVISORS, CLIENT agrees they will perform acceptance tests or procedures on the data within 30 days of receipt of the file.
- 14. <u>CERTIFICATIONS</u>. If CLIENT requests OHM ADVISORS to execute certificates, the proposed language of such certificates shall be submitted to OHM ADVISORS for review at least 14 days prior to the requested dates of execution. OHM ADVISORS shall not be required to execute certificates to which it has a reasonable objection, or that would require knowledge, services or responsibilities beyond the scope of the Agreement, nor shall any certificates be construed as a warranty or guarantee by OHM ADVISORS.
- 15. TERMINATION. Either Party may at any time terminate this Agreement upon giving the other Party 7 calendar days prior written notice. CLIENT shall within 45 days of termination pay OHM ADVISORS for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.
- RIGHT TO SUSPEND SERVICES. In the event CLIENT fails to pay OHM ADVISORS the amount shown on any invoice within 45 days of the date of the invoice, OHM ADVISORS may, after

- giving 7 days' notice to CLIENT, suspend its services until payment in full for all services and expenses is received.
- 17. OPINIONS OF PROBABLE COST. OHM ADVISORS preparation of Opinions of Probable Cost represents OHM ADVISORS' best judgment as a design professional familiar with the industry. CLIENT recognizes that OHM ADVISORS has no control over costs of labor, equipment, materials, or a contractor's pricing. OHM ADVISORS makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.
- 18. JOB SITE SAFETY. Neither the professional activities of OHM ADVISORS, nor the presence of OHM ADVISORS or our employees and subconsultants at a construction site shall relieve the Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM ADVISORS has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions.
- 19. CONTRACTOR SUBMITTALS. If included in the services to be provided, OHM ADVISORS shall review the contractor's submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents issued by OHM ADVISORS. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. OHM ADVISORS review shall not constitute approval of safety precautions or, unless otherwise specifically stated by OHM ADVISORS, of any construction means, methods, techniques, sequences or procedures. OHM ADVISORS approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- 20. CONSTRUCTION OBSERVATION. If requested, OHM ADVISORS shall visit the project construction site to generally observe the construction work and answer questions that CLIENT may have. OHM ADVISORS shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work, or to determine whether the construction work is being constructed in accordance with the Contract Documents.
- 21. HAZARDOUS MATERIALS. As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Both Parties acknowledge that OHM ADVISORS' Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event OHM ADVISORS or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to OHM ADVISORS that such materials may be

- present on or about the jobsite or any adjacent areas that may affect the performance of OHM ADVISORS's services, OHM ADVISORS may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless OHM ADVISORS, its officers, partners, employees and subconsultants (collectively, OHM ADVISORS) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of OHM ADVISORS.
- 22. WAIVER OF CONSEQUENTIAL DAMAGES. OHM ADVISORS and CLIENT waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Agreement.
- 23. WAIVER OF SUBROGATION. OHM ADVISORS and CLIENT waive all rights against each other and any of their contractors, subcontractors, consultants, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to a written contract or other property insurance applicable to the construction work.
- 24. <u>THIRD PARTIES</u>. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or OHM ADVISORS.
- 25. CODE REVIEW/ACCESSIBILITY. In providing its services under this Agreement, OHM ADVISORS may have to interpret federal and or state laws, codes, ordinances, regulations and/or statutes. CLIENT understands and agrees that these may be subject to different and possibly contradictory interpretations by relevant governmental officials charged with interpreting same and furthermore understands and agrees that OHM ADVISORS does not warrant or guarantee that their interpretation will be consistent with the interpretation of the relevant governmental officials. OHM ADVISORS shall not be liable for unreasonable or unforeseeable interpretation of federal and or state laws, codes, ordinances, regulations and/or statutes by governmental officials charged with interpreting same.
- 26. DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, CLIENT and OHM ADVISORS agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the Parties mutually agree otherwise, as a prerequisite to further legal proceedings.



OHM ADVISORS 2021 HOURLY RATE SCHEDULE

Professional Engineer IV / Architect IV / Senior Interior Designer IV	\$183.00
Professional Engineer III / Architect III / Senior Interior Designer III	\$165.00
Professional Engineer II / Architect II / Senior Interior Designer II	\$150.00
Professional Engineer I / Architect I / Senior Interior Designer I	\$140.00
Project Specialist II	\$158.00
Project Specialist I	\$130.00
Graduate Engineer IV	\$145.00
Graduate Engineer III	\$138.00
Graduate Engineer II	\$130.00
Graduate Engineer I	\$123.00
Graduate Architect III / Landscape Architect III / Interior Designer III	\$132.00
Graduate Architect II / Landscape Architect II / Interior Designer II	\$112.00
Graduate Architect / Landscape Architect / Interior Designer	\$100.00
Technician IV	\$140.00
Technician III	\$120.00
Technician II	\$103.00
Technician I	\$83.00
Engineering / Architectural / Interior Design Aide	\$65.00
Professional Surveyor III	\$162.00
Professional Surveyor II	\$150.00
Professional Surveyor I	\$135.00
Graduate Surveyor	\$115.00
Surveyor III	\$117.00
Surveyor II	\$110.00
Surveyor I	\$90.00
Surveyor Aide	\$70.00
Planner IV	\$160.00
Pianner III	\$140.00
Planner II	\$118.00
Planner I	\$100.00
Planner Aide	\$65.00
Graphic Designer	\$110.00
Administrative Support	\$70.00
Clerical Aide	\$60.00
Principal	\$210.00
Sr. Associate	\$195.00
Associate	\$185.00

Rates as reflected subject to review and adjustment on an annual basis. 2021 Public Rates





February 3, 2021

Chief Steven Snowaert City of Ishpeming 100 W. Division St Ishpeming, MI 49849

RE: RAP

Dear Chief Snowaert,

In accord with your RAP application and documentation for your Digital Cameras & Security project, I am pleased to enclose our payment in the amount of \$2,485.49.

I commend the City of Ishpeming and yourself for taking this risk management initiative.

Sincerely,

Cara Ceci, ARM, CPCU

Manager of Risk Management Services

Con Cecipp

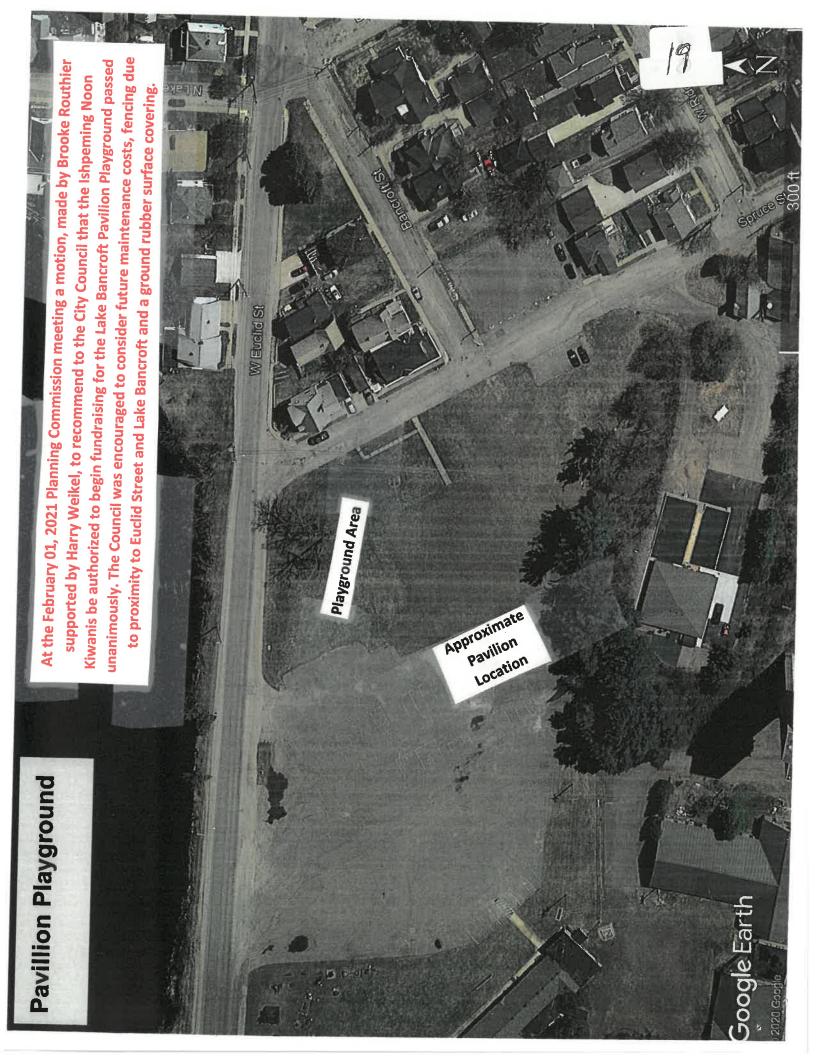
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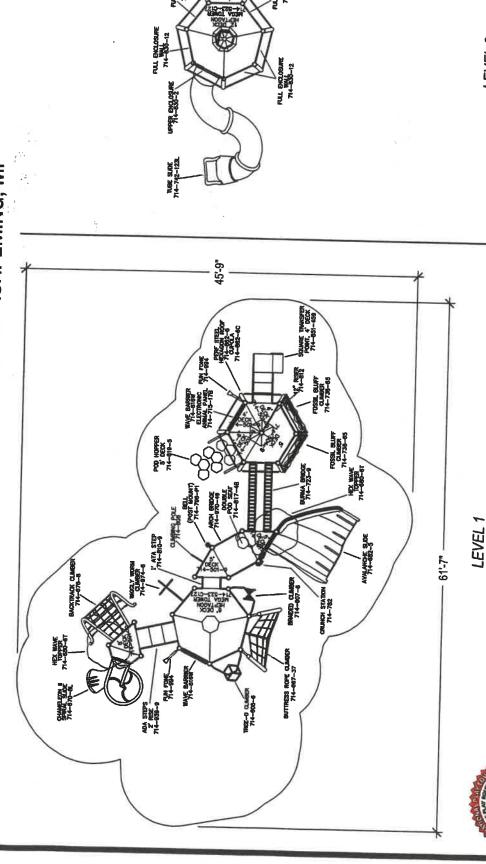
Craig H. Cugini

U.P. Insurance Agency, Inc.

Enclosure



PLAY STRUCTURE DETAIL - ISHPEMING, MI ISHPEMING PUBLIC SCHOOLS - OPTION



LEVEL 2



To promote safe and proper equipment use by children, Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each playsystem's main entry point(s) to inform parents and supervisors of the age appropriateness of the playsystem and general rules for safe play.

THE PLAY COMPONENTS IDENTIFIED IN THIS PLA ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.

AN ENERGY ABSORBING PROTECTIVE SURFACE REQUIRED UNDER & AROUND ALL PLAY SYSTEM!

	SCALE:3/32"=1'-(DATE: 12/18/17		BDS
DESIGNED FOR		5-12	ADDITIONAL GROUND LEVEL ACCESSIBLE DATE: 12/18/17	TYPE: OHANTITY.	0
✓ COMPLIES TO CPSC		COMPLIES TO ACTM		ı	COMPLIES 10 ADA
>		>		_	>
\$A-1A-2	1	****	A L	NOIED	
MMW170458A-1A-2		CDOUND CDACE.	PROTECTIVE ABEA:	I TO LED TIVE ANEA.	
¥Ψ			S III	OV.	<u>:</u>

/32"=1'-0"

AREA: 1,700 SQ.FT. PERIMETER: 180'

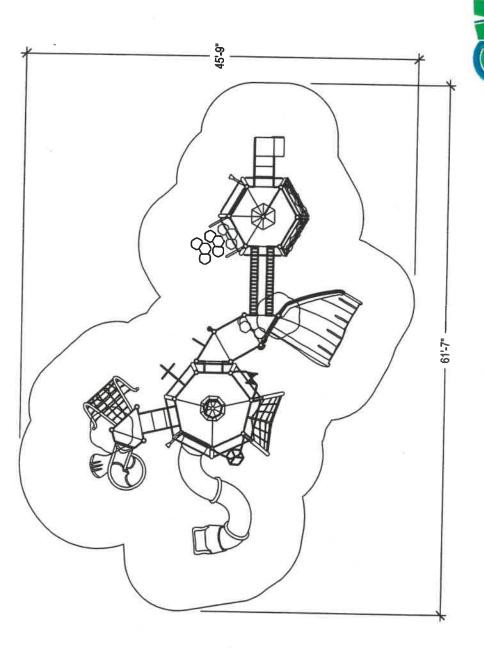
The information provided is for estimation purposes only.

Play Area Capacity: 125 - 135

ISHPEMING PUBLIC SCHOOLS - OPTION #1 OVERALL LAYOUT - ISHPEMING, MI

5-12 PLAY AREA

ELEVATED PLAY ACTIVITIES - TOTAL
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER 12 REDO 7
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP 6 REDO 6
BROUND EVER ACTIVITY TYPE 5 RECO 6
BROUND LEVEL ACTIVITY TYPE 5 RECO 6



To promote safe and proper equipment use by children, Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each playsystem's main entry point(s) to inform parents and supervisors of the age appropriateness of the playsystem and general rules for safe play.

	O 1 7 7 7 7 7 7 8 8 8				
	MIMW1/0458A-1A-1		COMPLIES TO CPSC	DESIGNED FOR AGES	SCALE:3/32"=1'-0"
			SATON OT OTHER	5-12	
AN ENERGY ABSORBING PROTECTIVE SUBFACE IS	GROUND	N/A	COMPLIES TO ASTM	ADDITIONAL GROUND LEVEL ACCESSIBLE DATE: 12/18/17	DATE: 12/18/17
REDI IIRED I INDEED & ADOLING ALL OF AN OVOTENDO	PROJECTIVE AKEA:	NOTED	COLOTION OF	TYPE: OHANTITY.	10.11
TEACHTED ONDER & ANDONO ALL PLAY SYSTEMS.		>	COMPLIES 10 ADA	-	RDS



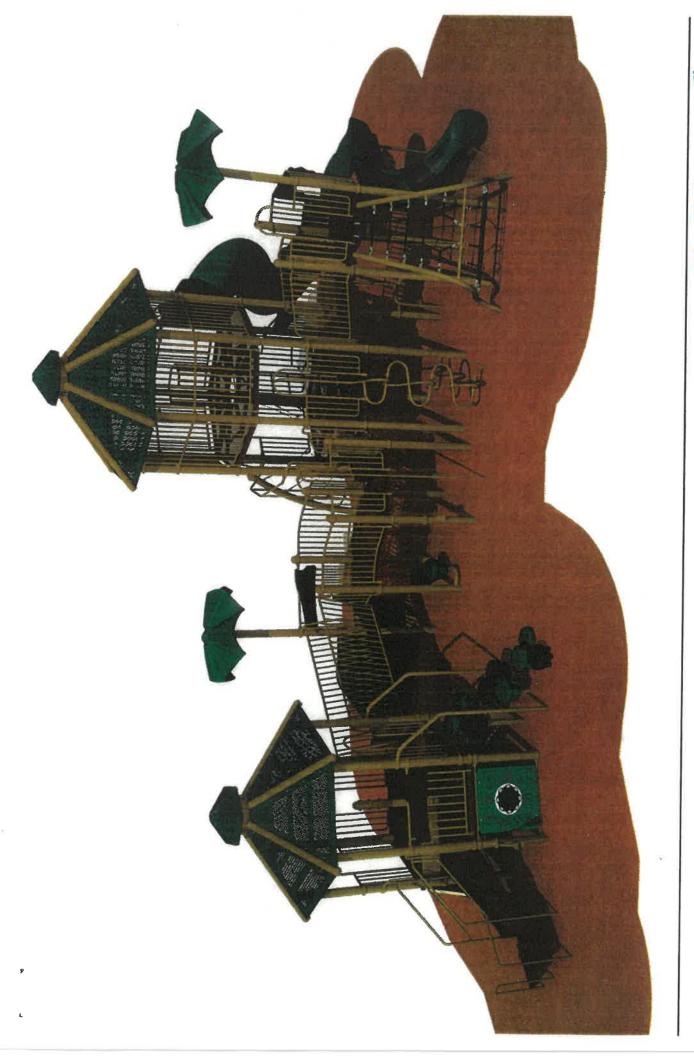
Ishpeming Public Schools - Option #1 - View 1 Ishpeming, MI MMW170458A





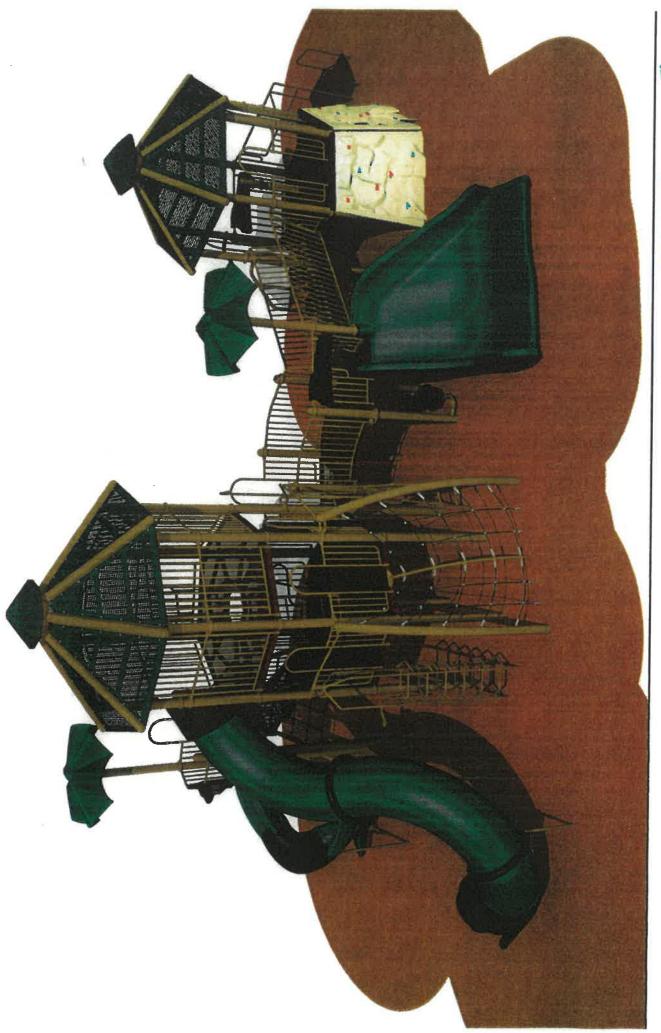
Ishperning Public Schools - Option #1 - View 2 Ishperning, MI







Ishpeming Public Schools - Option #1 - View 3 Ishpeming, MI . MMW170458A





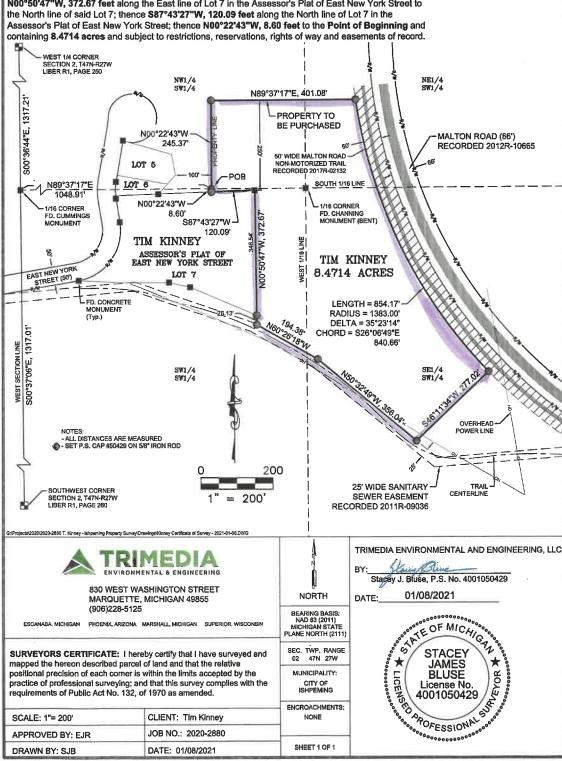
CERTIFICATE OF SURVEY

PART OF THE SW 1/4, SECTION 2, T47N-R27W, CITY OF ISHPEMING, MARQUETTE COUNTY, MICHIGAN

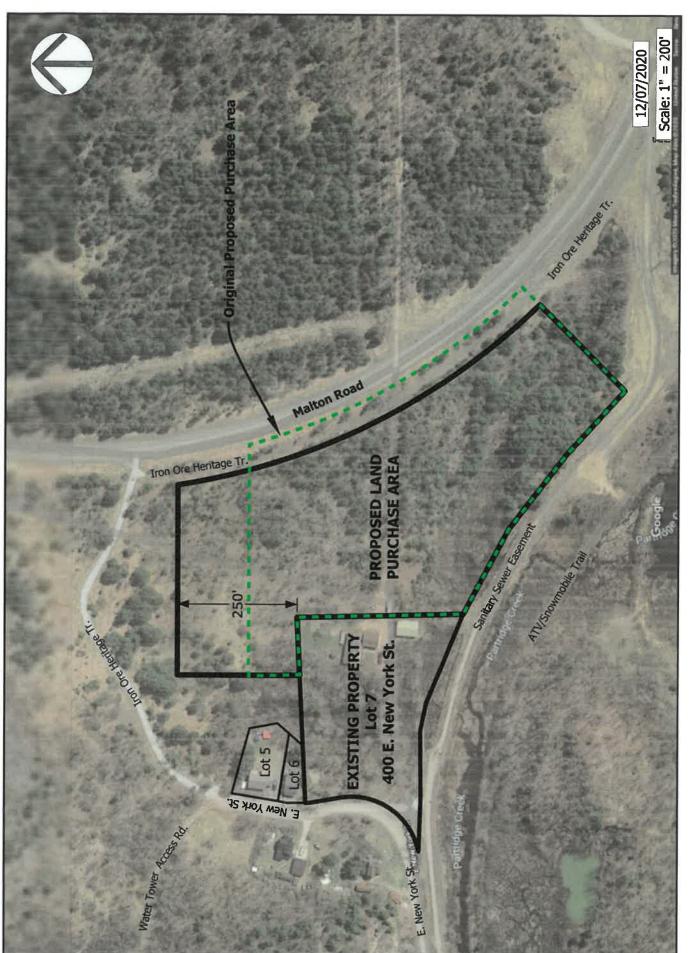
LEGAL DESCRIPTION

A parcel of land being part of the Southwest Quarter (SW 1/4), Section 2, T47N-R27W, City of Ishpeming, Marquette County, Michigan described as:

Commencing at the West 1/4 corner of Section 2; thence S00°36'44"E, 1317.21 feet along the West line of Section 2 to the South 1/16 line of of Section 2; thence N89°37'17"E, 1048.91 feet along the South 1/16 line of Section 2 to the Point of Beginning; thence N00°22'43"W, 245.37 feet; thence N89°37"17"E, 401.08 feet to a curve on the West line of the 50 foot Malton Road Non-Motorized Trail Easement; thence 846.17" along the West line of the 50 foot Malton Road Non-Motorized Trail Easement on a curve to the Left having a Radius of 1383.00 feet, a Delta angle of 35°23'14" and a Chord bearing S26°06'49"E, 840.66 feet; thence S46°11'34"W, 277.02 feet to the North line of a 25 foot wide sanitary sewer easement; thence N50°32'49"W, 355.04 feet along the North line of a 25 foot wide sanitary sewer easement; thence N60°26'18"W, 194.38 feet along the North line of a 25 foot wide sanitary sewer easement to the East line of Lot 7 in the Assessor's Plat of East New York Street to the North line of said Lot 7; thence S87°43'27"W, 120.09 feet along the North line of Lot 7 in the Assessor's Plat of East New York Street to the North line of Said Lot 7; thence S87°43'27"W, 120.09 feet along the North line of Lot 7 in the Assessor's Plat of East New York Street to the North line of Said Lot 7; thence S87°43'27"W, 120.09 feet along the North line of Lot 7 in the Assessor's Plat of East New York Street to the North line of Said Lot 7; thence S87°43'27"W, 120.09 feet to the Point of Beginning and







Land Purchase Proposal 12-07-2020 Attachment 1: Map of existing property and proposed City of Ishpeming land purchase area.

21

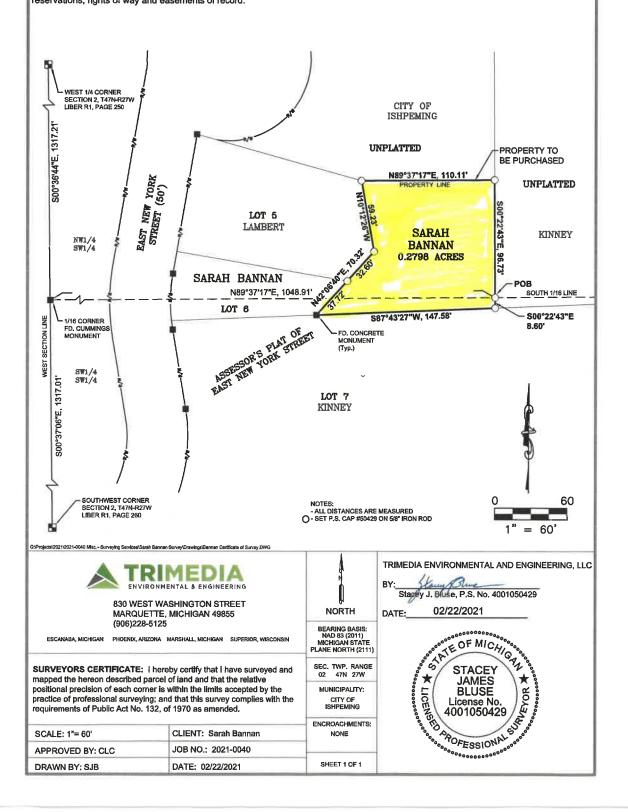
CERTIFICATE OF SURVEY

PART OF THE W 1/2 OF THE SW 1/4, SECTION 2, T47N-R27W, CITY OF ISHPEMING, MARQUETTE COUNTY, MICHIGAN

LEGAL DESCRIPTION

A parcel of land being part of the West Half (W 1/2) of the Southwest Quarter (SW 1/4), Section 2, T47N-R27W, City of Ishpeming, Marquette County, Michigan described as:

Commencing at the West 1/4 corner of Section 2; thence S00°36'44"E, 1317.21 feet along the West line of Section 2 to the South 1/16 line of of Section 2; thence N89°37'17"E, 1048.91 feet along the South 1/16 line of Section 2 to the Point of Beginning; thence S00°22'43"E, 8.60 feet to the North line of Lot 7 in the Assessor's Plat of East New York Street; thence S87°43'27"W, 147.58 feet along the North line of Lot 7 to the East line of Lot 6 in the Assessor's Plat of East New York Street; thence N42°06'40"E, 70.32 feet along the East line of Lot 6 and the East line of Lot 5 in the Assessor's Plat of East New York Street; thence N10°12'26"W, 59.23 feet along the East line of Lot 5 in the Assessor's Plat of East New York Street; thence N89°37'17"E, 110.11 feet; thence S00°22'43"E, 96.73 feet to the Point of Beginning and containing 0.2798 acres and subject to restrictions, reservations, rights of way and easements of record.



22 (a)

- Iron Ore Heritage Trails Association (Trails Operator / Maintainers)
- RAMBA Ishpeming (Trails Operator/ Maintainers)
- Lake Superior Watershed Partnership (Forest Management Plan)
- Lake Superior Community Partnership (Promote economic development)

PROJECT TIMELINE AND WORK PLAN

Describe all activities that will be performed to accomplish the objectives of the project. All projects must be completed within the 18-month grant period. Projected starting date for grant project March 2021.

Tasks GRANT WORK PLAN	Projected Completed by (date)
UPEA prepares Construction Plans & Specifications	September 30, 2021
Project Permitting	October 31, 2021
Bidding/Bid Analysis/Contract Award	January 31, 2022
Construction	August 31, 2022
	, , , , , , , , , , , , , , , , , , ,

BUDGET NARRATIVE

Please use the table below and provide a brief description of how funds will be used for each funding category. (This is a cost reimbursement grant program). The 30% cash match does not need to be on every single line item. It is preferred to be on one single item if appropriate. (ex. Equipment: Walk-in cooler Requested Funds -\$100,000; Matching funds -\$30,000

Item	Requested Funds	Matching Funds – (30% cash match required)	Project Totals
Equipment			
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
Total Infrastructure	\$	\$	\$
Materials and Supplies			
-	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
Total Materials/Equipment/Supplies	\$	\$	\$
Contractual			
UPEA – A/E Services	\$8,000	\$8,000	\$16,000
Campground Construction (Camp Sites, Utility Hookups, Bathhouse)	\$52,000	\$52,000	\$104,000
Utility Construction	\$40,000	\$40,000	\$80,000

NTE 10,400