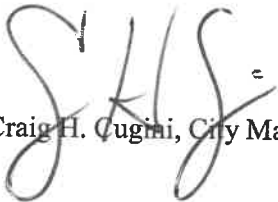


**ISHPEMING CITY COUNCIL**  
**Wednesday, May 5, 2021 at 7:00 p.m.**  
**Ishpeming City Hall Council Chambers, 100 E. Division Street, Ishpeming MI**  
**City Hall Telephone Number: (906) 485-1091**

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Public Comment (*limit 5 minutes per person*)
5. Approval of Agenda
6. Agenda Comment (*limit 3 minutes per person*)
7. Consent Agenda
  - a. Minutes of Previous Meeting (April 7<sup>th</sup>, 14<sup>th</sup>, 22<sup>nd</sup>, Closed Sessions April 7<sup>th</sup> and 14<sup>th</sup>)
  - b. Approval of Disbursements
  - c. Reappoint Kaitlyn Feldbauer to a 3-year term on the Building Authority Term Expiring June 2024
8. Monthly Financial Statement Report
9. Proposed sale of property adjacent east of existing property located at 400 E. New York Street
10. Proposed sale of property adjacent east of existing property located at 428 E. New York Street
11. Request from Little League for a reduction in the rental fee for the 2021 season
12. Department of Public Works
  - a. Declare as surplus #165 Vactor Truck to be traded to the County and #168 Sterling Salt Truck
  - b. Potential Pit for Clean Fill Dumping
  - c. Estimate from OSI Environmental, Inc. for disposal of drums at Compost Site
13. Confirm Standard and Poors Letter of Engagement for 2021 Limited Tax General Obligation Refunding Bonds
14. Special Event Application
  - a. Confirm Gus Macker: June 25, 26, 27, 2021-- Updated COVID Plan
  - b. Confirm Fourth of July Festivities -- Updated COVID Plan and Parade Route
  - c. Parade Permit from Ishpeming Fire Department: 6-6-2021
  - d. Special Event Application/Parade Permit: St. John's Corpus Christi Procession
  - e. Special Event:
    - i. The Crusher EX -- July 1<sup>st</sup> to September 30<sup>th</sup>
    - ii. The Crusher Copper Harbor to Ishpeming July 17<sup>th</sup> and 18<sup>th</sup>
15. City Facility rentals for the 2021 season
16. Approve Reciprocal Law Enforcement Mutual Aid Agreement
17. City Attorney Contract Renewal
18. Proposed lease with U.P. Disc Golf Association
19. Approval Travel for Manager Cugini to MML U.P. Manager's meeting in Munising on May 20<sup>th</sup> and 21<sup>st</sup>
20. Schedule Special Council meeting on May 18, 2021
21. Old Business
22. New Business
23. Public Comment (*limit 3 minutes per person*)
24. Mayor and Council Reports
25. Manager's Report
26. Attorney's Report
27. Adjournment

  
Craig H. Cugini, City Manager

CITY OF ISHPEMING  
Monthly Financial Report

Period Ending 04/30/2021

8

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

Pooled Cash by Fund			
		Beginning Balance	Ending Balance
101-General Fund	101-000-009.000	\$ 1,168,813.57	\$ 1,652,167.99
202-Major Street	202-000-009.000	667,530.69	923,689.90
203-Local Street	203-000-009.000	92,466.10	192,276.03
206-Fire	206-000-009.000	80,992.30	87,967.18
211-Firefighter Longevity	211-000-009.000	215,637.70	209,261.20
220-Lake Bancroft	220-000-009.000	5,949.18	5,951.50
226-Garbage	226-000-009.000	97,028.14	201,567.27
247-Building Authority	247-000-009.000	(175,224.98)	(175,224.98)
248-DDA	248-000-009.000	229,634.07	146,747.38
268-Library Special Fund	268-000-009.000	50,707.53	51,778.37
271-Library State Aid	271-000-009.000	(5,580.87)	(1,515.51)
401-Public Improvement	401-000-009.000	565,697.44	863,662.64
472-Construction Fund-CDBG	472-000-009.000	(143,439.82)	(236,197.23)
590-Sewer	590-000-009.000	1,308,317.37	1,569,305.98
591-Water	591-000-009.000	1,428,610.09	1,703,358.62
661-Motor Pool	661-000-009.000	491,254.57	478,908.72
Total Pooled Cash		\$ 6,078,393.08	\$ 7,673,705.06

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 Fund	202 Major St	203 Local St	226 Garbage	401 Public Imp	590 Sewer	591 Water
Share Pooled Cash	\$ 1,652,167.99	\$ 923,689.90	\$ 192,276.03	\$ 201,567.27	\$ 863,662.64	\$ 1,569,305.98	\$ 1,703,358.62
Revenues	1,573,547.53	393,987.76	191,680.83	252,243.10	386,815.79	543,209.25	765,400.07
Expenses	1,116,832.24	135,678.57	91,870.90	163,181.22	84,038.55	361,895.15	372,371.04
Net Income(Loss)	456,715.29	258,309.19	99,809.93	89,061.88	302,777.24	181,314.10	393,029.03
Fund Balance:							
Non-spendable	102,131.19	-	-	-	-	-	-
Restricted	-	923,689.90	192,504.87	-	804,041.81	-	-
Committed	960.00	-	-	-	-	-	-
Assigned	-	-	-	310,824.47	-	-	-
Unassigned	1,098,480.68	-	-	-	-	-	-
Inv in Capital Assets	-	-	-	-	-	9,161,216.01	8,395,971.37
Restrictd for Debt	-	-	-	-	-	-	774,407.00
Unrestricted	-	-	-	-	-	-	(141,579.95)
Total Fund Balance	\$ 1,201,571.87	\$ 923,689.90	\$ 192,504.87	\$ 310,824.47	\$ 804,041.81	\$ 9,715,427.61	\$ 9,028,798.42

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 1st Quarter 2021 has been recorded.
2. - Depreciation expense has been recorded in the Sewer, Water, and Motor Pool Funds through April 2021.
3. State revenue sharing in the General Fund has been recorded through February 2021. Paid by the state in 2-month increments with a 2-month lag.

10(a)



## Decision Brief Salter / Sander Proposal

---

Problem Statement: How does the city best increase capacity through proper disposal and acquisition of equipment without each purchase being a “new” purchase?

This proposal accounts for acquisition of a “used” County truck and trade of ‘unused’ city truck as a break even / no-cost swap.

# Facts and Assumptions

## Facts

- Marquette County Road Commission has a surplus "used" Cab-Chasis
- Marquette County Road Commission is seeking a VACTOR Truck
- City of Ishpeming has a surplus 'used' VACTOR Truck
- City of Ishpeming needs a replacement Cab-Chasis for our #168 Salter Cab-Chasis

## Assumptions

- Marquette County Road Commission is willing to make a one for one trade ("no Cost")
- Marquette County Road Commission excess Cab-Chasis is of equivalent value to the City of Ishpeming 'used' VACTOR Truck
- City of Ishpeming Council is willing to entertain and deal where the city can surplus a low-use to no-use vehicle with understanding that the City Mechanics will update and transfer Salter Body to a newly acquired cab-chasis (used) for the repurposing of the trade asset.



## Constraints

---

- Charter requires surplus listing prior to removal of equipment / execution
- Charter does not specifically guide staff on a process for trades and used vehicles purchases
- As-Is Trade whereby City Mechanics have had the opportunity to view and inspect the County Road Commission trade (Cab-Chasis)
- As-Is Trade whereby County Road Commission Mechanics have had the opportunity to view and inspect the City of Ishpeming trade (VACTOR Truck)



# Pros & Cons

---

## Pros

- Aids the City in disposal of an little to not used VACTOR Truck with value
- Allows the value of the trade to result in acquisition of a much needed newer / repairable Cab-Chassis for a nearly dead-lined Salter
- Builds partnership with County Roads Commission fleet managers and mechanics

## Cons

- As-is Trade has some risk
- No longer have an available back-up VACTOR Truck (Used once in past three years) = Low Risk
- Would have to call upon partners for back-up situations



# Sources of Funding / Options

---

- No Cost for trade
    - Assumes equal value for both traded vehicles
    - One for one – title swap
  - The City will incur some cost for the following:
    - Sand Blasting / Repainting of underbody
    - Re-work Hydraulics
    - Retrofitting Sander Body
    - Framing around the Sander (Spinner)
    - Attaching a 12 foot Under-body Scraper
    - Add Tires
- ☐ Initial Estimate \$10K from Maintenance Budget
- ☐ Request Council to approve up to \$15K for Retrofit Options / Work



## Recommendation

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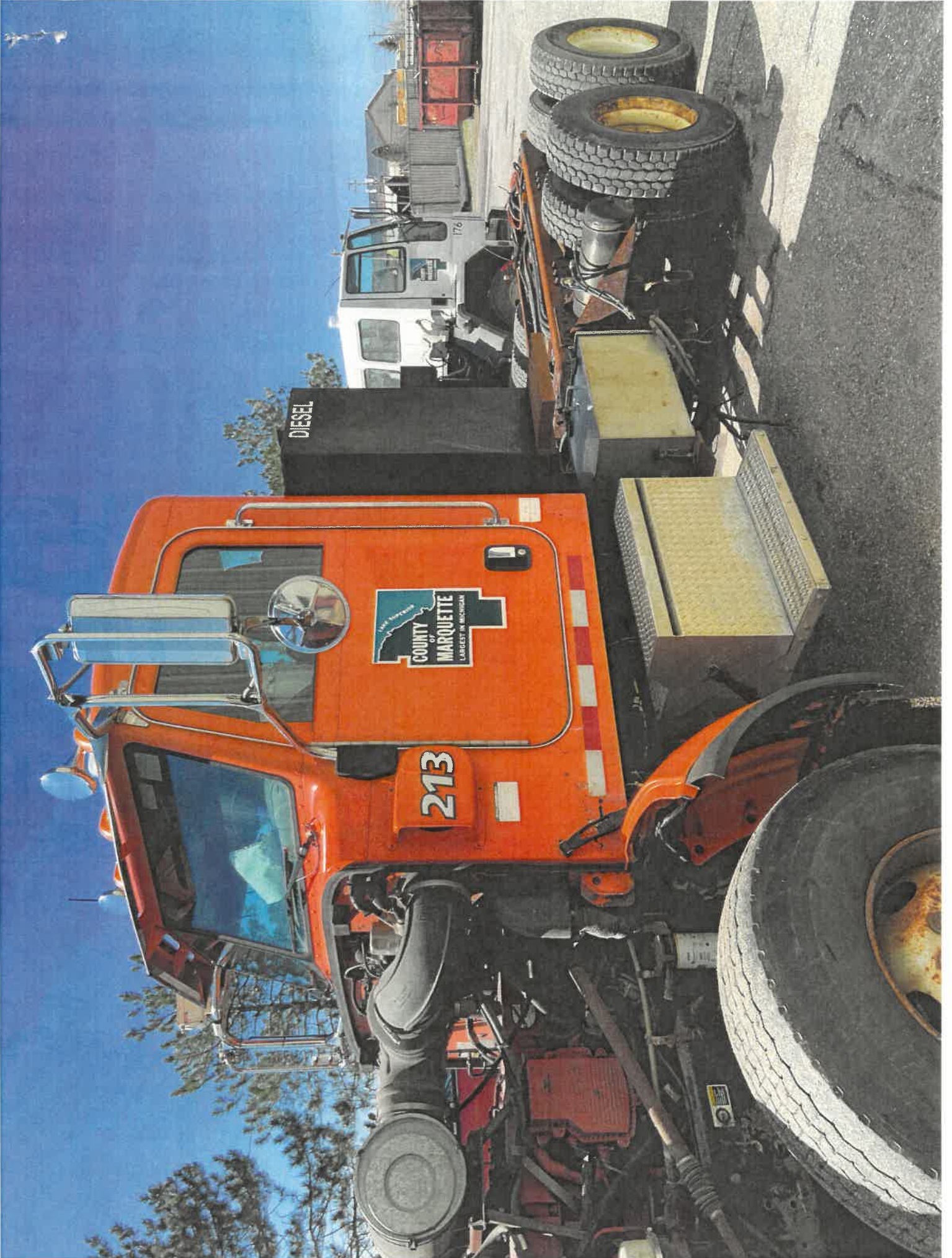
- Council Approve the City Mechanics be authorized to surplus the VACTOR Truck and then Trade the VACTOR for a Used Marquette County Road Commission Cab-Chasis
- Council Approve the City Mechanics be allowed retrofit the acquired Cab-Chasis to be converted to a “newer” Sander with underbody scrapper
- Council Approve surplus of truck #168 (Sander) for the purpose of scrap (salvage parts) and scrap remaining unusable parts for scrap metal pricing
- Council approve the mechanics be authorized up to \$15K worth of retrofit to the acquired County Road Commission Cab-Chasis





# 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	Lease Carryover \$0	Lease Carryover \$0	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	\$2000	\$2000	\$2000	\$2000
PubWorks Software	\$12,775.00	\$0	\$2875	\$2875	\$2875	\$2875
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
Lawn Mower (P&R)	\$11,293.51	\$0	\$0	\$0	\$0	\$0
Utility Trailer (Parks)	\$3899.00	\$0	\$0	\$0	\$0	\$0
Replacement Truck Bed #35	\$2150	\$0	\$0	\$0	\$0	\$0
Retrofit #168 Replacement	\$15,000	\$0	\$0	\$0	\$0	\$0
<b>Totals</b>	<b>\$138,193.75</b>	<b>\$151,337.24</b>	<b>\$92,593.09</b>	<b>\$80,021.00</b>	<b>\$63,680.00</b>	<b>\$47,015.00</b>







## Decision Brief Potential Pit for Clean-fill dumping

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How does the City of Ishpeming open a new pit for clean fill dumping?







# Project Work Recommendations

---

- Site Improvements
  - Culvert
  - Ditch Fill-in
  - Tree Removal
  - Grading and marking Drive limits
  - Fix / Repair Fencing
  - Install Gate



1. Grading and Culvert Work
2. Fence Repair / Re-Build with Gate



Tree Disposal (Real Property?)



Extend Culvert Pipe & Fill Ditch



Extend Culvert Pipe & Fill Ditch

Gate(s) Likely to be two 10' x 4'







## Shipenham Constraints

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- Less than Five (5) Acres
- No wetland or adjacent wetland
- No live waterway in / out
- Fenced Four Foot High or taller
- Securable Gate

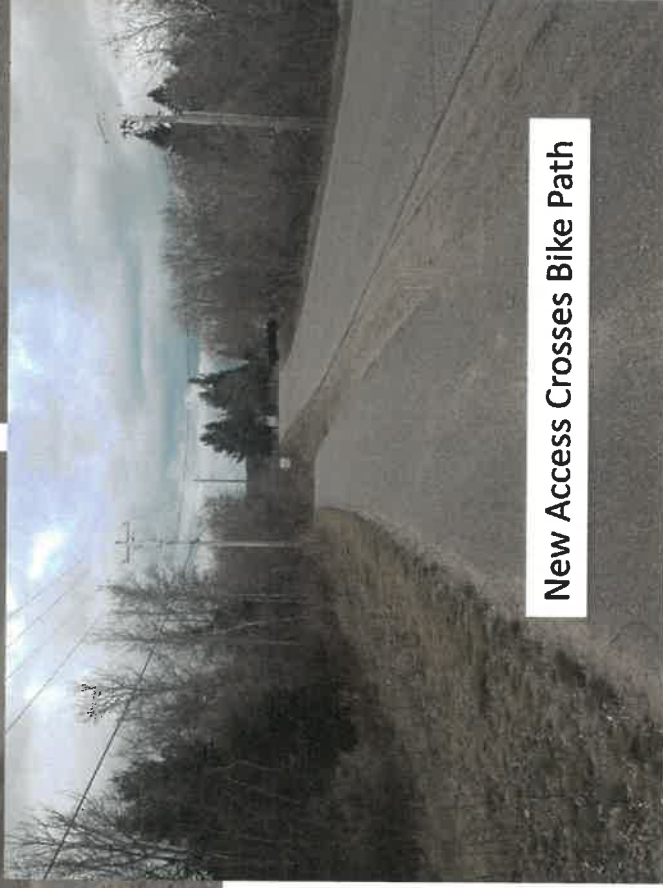


Good Intersection / Limited Traffic



Heritage Trial Parking Lot

One Residential Mailbox



New Access Crosses Bike Path



## Sources of Funding / Options

- FY 2021 Maintenance Fund
  - Gate < \$500
  - Fence < \$1000
  - Grading – Use of staff and equipment
  - Fill – Use of supply materials and Cut / Fill
  - Tress – Use of staff and equipment; could sell wood for firewood (not currently a city practice)



## Potential Courses of Action

---

### COA 1: Status Quo

- City is out of space – must haul out

### COA 2: Accept Pit Proposal and implement

### COA 3: City choose a different location and plan costs



## Recommended COA: COA 2 (Sustainable; Easy Access; Deep Pit,)

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- Other Pits possible – at further distance and not as deep (longer-term usage)
- Discussion about Kjellman; not City Owned, and maybe considered waterway
- COA 2 is several hundred feet or more from any personal residence – one mailbox location might be affects (relocate)
- Fencing around Pit is good and supported with trees – repair / replacement would occur where the city plans to make access and install gates
- Not a daily use pit, therefore believed to be sustainable for long-term
- Water / sewer projects significantly increased fill of last pit creating current situation



## OSI Environmental Inc.

BR40 - Kaukauna, WI  
2253 Progress Way  
Kaukauna WI 54130  
(920)759-0252

## Estimate

Page 1 of 2

Date

4/28/2021

Estimate #

E4025

### Customer Location

ISHPEMING, CITY OF DPW  
208 LAKE STREET  
ISHPEMING MI 49849

### Estimate Prepared For

ACCOUNTS PAYABLE  
ISHPEMING, CITY OF  
100 EAST DIVISION ST.  
Ishpeming MI 49849  
United States

### Expires

5/28/2021

### PO #

### Date of Service

4/28/2021

### Customer Message

Drums at City Compost Site

Item	Quantity	Units	Description	Rate	Amount
NH - Non Regulated Liquid - Drum (NH)	10	DR	55- Gallon Drums of Asphalt Tar/Crack Sealer for Waste-To-Energy Incineration	195.00	1,950.00
Antifreeze - Disposal - Drum	1	DR	55- Gallon Drum of Spent Antifreeze for Recycle	75.00	75.00
Grease	1	DR	15- Gallon Drum of Contaminated Grease for Waste-To-Energy Incineration	85.00	85.00
HW - Paint Related Waste - Liquid - Drum	1	DR	55- Gallon Drum of Flammable Paint Liquid/Sludge for Disposal at RCRA Facility	285.00	285.00
HW - Paint Related Loose Pack Cans - 55g Drum	1	DR	55- Gallon Drum of Misc. Flammable Paint Related Material in Cans for Disposal at RCRA Facility	335.00	335.00
Drums - 17H DOT Drum Complete	1	EA	DOT 55- Gallon Drum for Shipping Paint Cans	55.00	55.00
Transportation - Pick Up Fee	1	EA		175.00	175.00
			Disposal of Soil & Gravel Contaminated with Asphalt Tar/Crack Sealer if Necessary		
NH - Petroleum Impacted Soil - Drum	2	DR	55- Gallon Drums of Soil & Gravel Contaminated with	305.00	610.00



**OSI Environmental Inc.**

BR40 - Kaukauna, WI  
2253 Progress Way  
Kaukauna WI 54130  
(920)759-0252

**Estimate**

Page 2 of 2

**Date**

4/28/2021

**Estimate #**

E4025

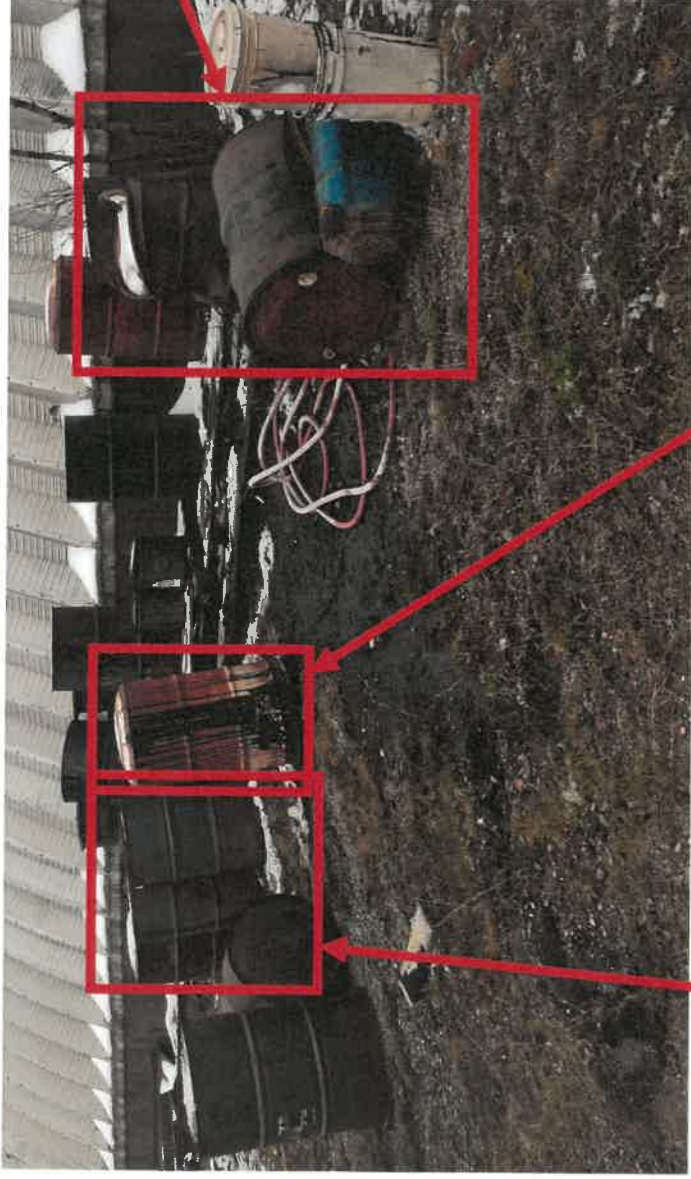
Item	Quantity	Units	Description	Rate	Amount
			Tar/Crack Sealer for Waste-To-Energy Incineration		

**Total**                      **\$3,570.00**



E4025



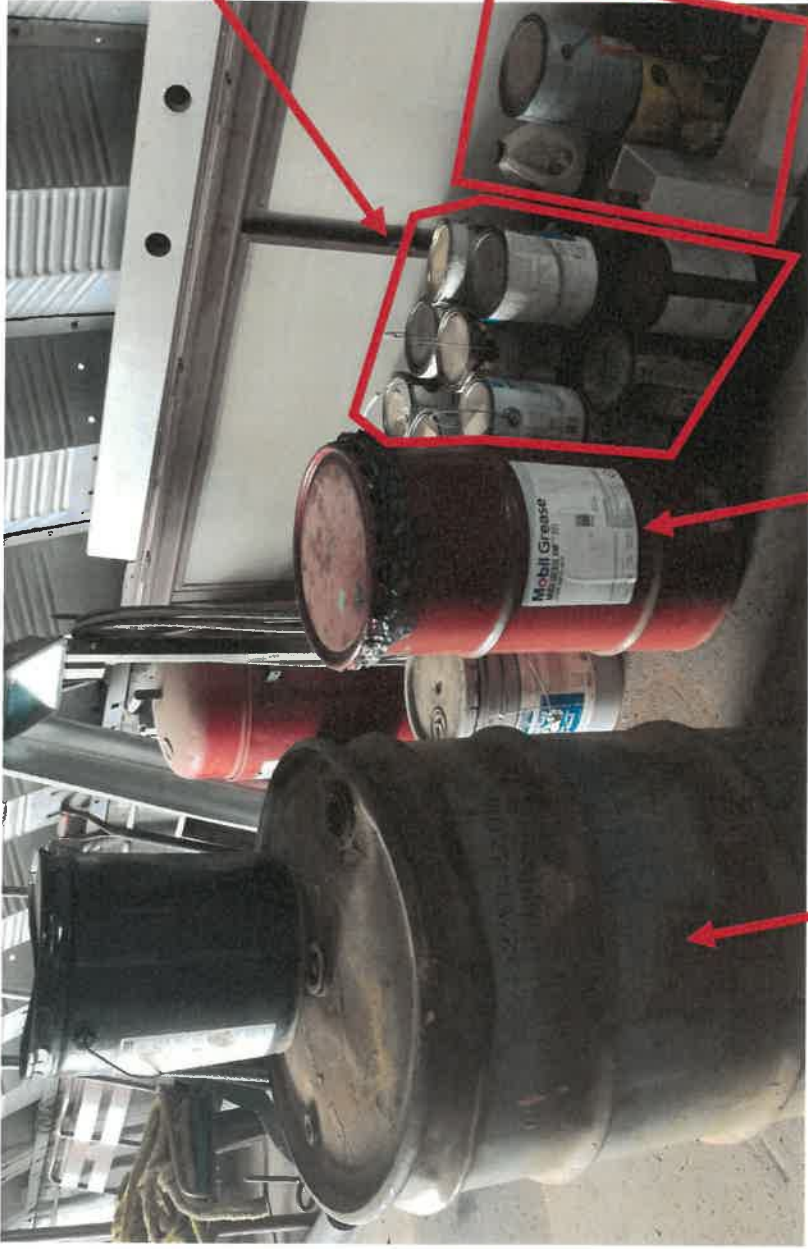


Some potentially empty  
containers

Container likely had water and  
budded due to freezing and  
maybe mixed with other  
chemicals

Container likely full of old Road  
Tar and like Tar-based  
substance for roadway work



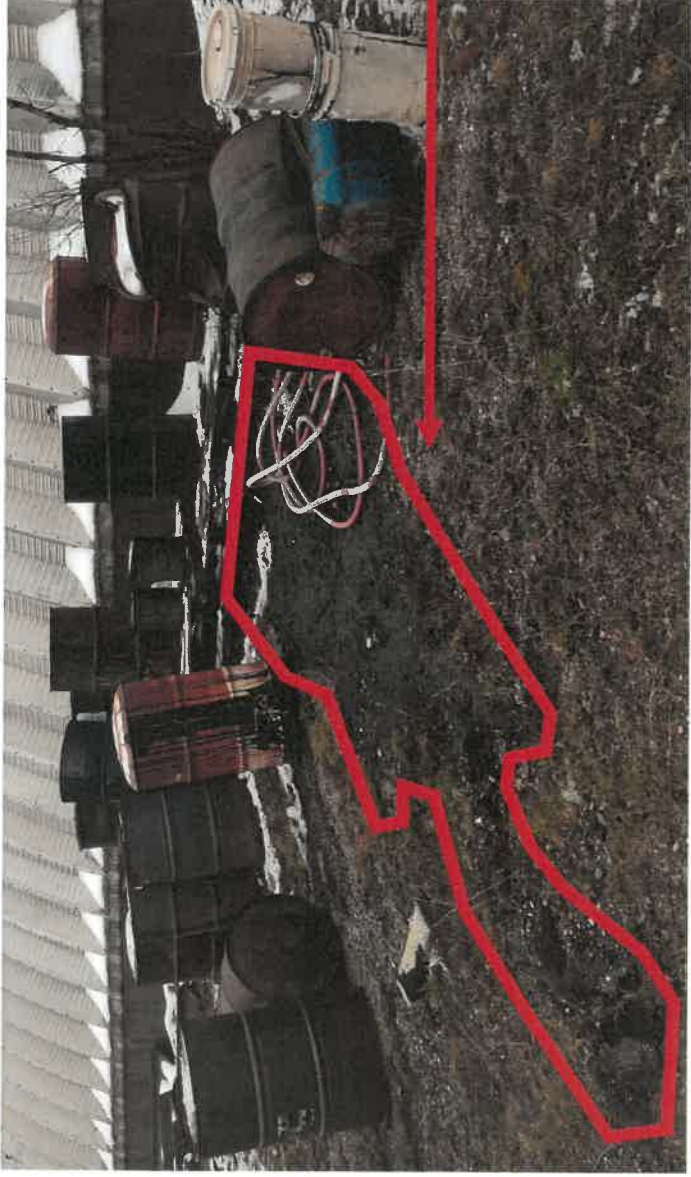


Combination of oil-based and non-oil-based paints

Miscellaneous old chemicals

Old Grease

Old Road marking / Striping Paint (Oil-Based)



Tar or other material spill on  
the ground – scrape-up and  
dispose in landfill?

# Current Maintenance 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	\$0	\$90,000.00	\$0	\$0	\$0	\$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	\$2000	\$2000	\$2000	\$2000
PubWorks Software	\$12,775.00	\$0	\$2875	\$2875	\$2875	\$2875
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
Lawn Mower (P&R)	\$11,293.51	\$0	\$0	\$0	\$0	\$0
Utility Trailer (Parks)	\$3899.00	\$0	\$0	\$0	\$0	\$0
Replacement Truck Bed #35	\$2150	\$0	\$0	\$0	\$0	\$0
Retrofit #168 Replacement	\$15,000	\$0	\$0	\$0	\$0	\$0
OSI Chemical Clean-up	\$3570	\$0	\$0	\$0	\$0	\$0
<b>Totals</b>	<b>\$141,763.75</b>	<b>\$151,337.24</b>	<b>\$92,593.09</b>	<b>\$80,021.00</b>	<b>\$63,680.00</b>	<b>\$47,015.00</b>

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## S&P Global Ratings

Dawn Lemma  
dawn.lemma-ende@spglobal.com  
Tel: + 1 (212) 438 5764  
55 Water Street  
New York, NY 10041-0003  
Team Email:  
USPFEengagementLtrs@spglobal.com  
Issue No.: 1664997  
Obligor ID : 27380

April 26, 2021

City of Ishpeming  
100 East Division Street  
Ishpeming, MI 49849-2084  
Attention: Mr. Craig Cugini, City Manager

**Re: US\$1,985,000 City of Ishpeming, County of Marquette, State of Michigan, 2021 Limited Tax General Obligation Refunding Bonds, dated: Date of delivery, due: March 01, 2030, Public**

Dear Mr. Cugini:

Thank you for your request for a S&P Global Ratings credit rating as described above. We agree to provide the credit rating in accordance with this letter and the rating letter, and you agree to perform your obligations set out in sections 1, 2 and 3 of this letter. Unless otherwise indicated, the term "issuer" in this letter means both the issuer and the obligor if the obligor is not the issuer.

We will make every effort to provide you with the high level of analytical performance and knowledgeable service for which we have become known worldwide. You will be contacted directly by your assigned analytic team.

### 1. Fees and Termination.

In consideration of our analytic review and issuance of the credit rating, you agree to pay us the following fees:

**Rating Fee.** You agree to pay us a credit rating fee of **\$10,250** plus all applicable value-added, sale, use and similar taxes. S&P Global Ratings reserves the right to adjust the credit rating fee if the proposed par amount changes. Payment of the credit rating fee is not conditioned on S&P Global Ratings issuance of any particular credit rating.

**Other Fees and Expenses.** You will reimburse S&P Global Ratings for reasonable travel and legal expenses. Should the credit rating not be issued, you agree to compensate us based on our time, effort, and charges incurred through the date upon which it is determined that the credit rating will not be issued.

**Termination of Engagement.** This engagement may be terminated by either party at any time upon written notice to the other party.

### 2. Private and Confidential Credit Ratings.

Unless you request otherwise, the credit rating provided under this Agreement will be a public credit rating.

If you request a confidential credit rating under this Agreement, you agree that the credit rating will be exclusively for your internal use, and not to disclose it to any third party other than your professional advisors who are bound by appropriate confidentiality obligations or as otherwise required by law or regulation or for regulatory purposes.

If you request a private credit rating under this Agreement, S&P Global Ratings will make such credit rating and related report available by email or through a password-protected website or third-party private document exchange to a limited number of third parties you identify, and you agree not to disclose such credit rating to any third party other than (A) to your professional advisors who are bound by appropriate confidentiality obligations, (B) as required by law or regulation or for regulatory purposes, or (C) for the purpose of preparing required periodic reports relating to the assets owned by a special purpose vehicle that has purchased the rated obligation, provided that the preparer(s) of the reports must agree to keep the information confidential and the private credit rating shall not be referred to or listed in the reports under the heading "credit rating," "rating" or "S&P rating", and shall be identified only as an "S&P Global Ratings implied rating" or similar term. If a third-party private document exchange is used, you agree to pay a one time administrative fee of \$10,000 in addition



to the fees outlined in this Agreement. You also agree to maintain the list of third-parties authorized to access the private credit rating current and to notify S&P Global Ratings in writing of any changes to that list. S&P Global Ratings may make access to the private credit rating subject to certain terms and conditions, and disclose on its public website the fact that the rated entity or obligations (as applicable) has been assigned a private credit rating.

### 3. Information to be Provided by You.

To assign and maintain the credit rating pursuant to this letter, S&P Global Ratings must receive all relevant financial and other information, including notice of material changes to financial and other information provided to us and in relevant documents, as soon as such information is available. Relevant financial and other information includes, but is not limited to, information about direct bank loans and debt and debt-like instruments issued to, or entered into with, financial institutions, insurance companies and/or other entities, whether or not disclosure of such information would be required under S.E.C. Rule 15c2-12. You understand that S&P Global Ratings relies on you and your agents and advisors for the accuracy, timeliness and completeness of the information submitted in connection with the credit rating and the continued flow of material information as part of the surveillance process. You also understand that credit ratings, and the maintenance of credit ratings, may be affected by S&P Global Ratings opinion of the information received from issuers and their agents and advisors.

### 4. Other.

S&P Global Ratings has not consented to and will not consent to being named an "expert" or any similar designation under any applicable securities laws or other regulatory guidance, rules or recommendations, including without limitation, Section 7 of the U.S. Securities Act of 1933. S&P Global Ratings has not performed and will not perform the role or tasks associated with an "underwriter" or "seller" under the United States federal securities laws or other regulatory guidance, rules or recommendations in connection with a credit rating engagement.

S&P Global Ratings has established policies and procedures to maintain the confidentiality of certain non-public information received from issuers, their agents or advisors. For these purposes, "Confidential Information" shall mean verbal or written information that the issuer, its agents or advisors have provided to S&P Global Ratings and, in a specific and particularized manner, have marked or otherwise indicated in writing (either prior to or promptly following such disclosure) that such information is "Confidential."

S&P Global Ratings does not and cannot guarantee the accuracy, completeness, or timeliness of the information relied on in connection with a credit rating or the results obtained from the use of such information. S&P GLOBAL RATINGS GIVES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. S&P Global Ratings, its affiliates or third party providers, or any of their officers, directors, shareholders, employees or agents shall not be liable to any person for any inaccuracies, errors, or omissions, in each case regardless of cause, actions, damages (consequential, special, indirect, incidental, punitive, compensatory, exemplary or otherwise), claims, liabilities, costs, expenses, legal fees or losses (including, without limitation, lost income or lost profits and opportunity costs) in any way arising out of or relating to a credit rating or the related analytic services even if advised of the possibility of such damages or other amounts.

With respect to each rating that you have asked S&P Global Ratings (a "nationally recognized statistical rating organization") to rate under this Agreement, you understand that S&P Global Ratings is required under Rule 17g-7(a)(1)(ii)(J)(1) through (2) under the Securities Exchange Act of 1934 (hereafter "J1/J2"), to determine, ahead of publication of the rating, the entity paying for credit rating services, the role that entity undertakes, and whether the entity paying for credit rating services has also paid S&P Global Ratings for ancillary services during the most recently ended fiscal year. You acknowledge that the undersigned contracted party is the entity responsible for payment of credit rating services, and will, by default, be the legal entity S&P Global Ratings uses for its J1/J2 disclosures, unless otherwise indicated by you. To the extent that you do not expect to pay the fees due under this Agreement directly, you undertake to notify S&P Global Ratings, in writing and in advance of any credit rating publication, of a) the full legal name, address and role of the entity that will be the recipient ("bill-to") of S&P Global Ratings invoices due under this Agreement and b) where different to the bill-to entity, the full legal name, address and role of the entity that will be the payer of invoices; you understand that we cannot use a paying agent or similar intermediary for the purpose of the disclosure. You understand, as contracting party, your role in enabling S&P Global Ratings to accurately present the disclosure of its credit ratings.

Please feel free to contact Dawn Lemma at dawn.lemma-ende@spglobal.com if you have any questions or

suggestions about our fee policies. In addition, please visit our web site at [www.standardandpoors.com](http://www.standardandpoors.com) for our ratings definitions and criteria, research highlights, and related information. We appreciate your business and look forward to working with you.

Sincerely yours,  
Blakely Fishlin

By :



Name: Blakely D. Fishlin

Title: Director, Sr. Lead, Product Management & Development  
dl

cc:

Mr. James Lampman

Mr. Jean Aono

Ms. Kari Blanchett

Mr. Sean Wahl

## S&P Global Ratings - Data Protection Appendix to Terms and Conditions

1. **This Appendix:** This Data Protection Appendix ("Appendix") is incorporated into the Engagement Letter and S&P Global Ratings Terms and Conditions (together, the "Agreement") between S&P Global Ratings and you. In the event of conflict, this Appendix takes priority over the provisions of the Agreement but solely to the extent of the conflict.

2. **Definitions:** All words, terms or phrases, the meaning of which are defined in the Agreement, shall have the same meaning where used in this Appendix. In this Appendix, the following terms shall have the following meanings:

"controller", "processor", "data subject", "personal data", "processing", "process", "special categories of personal data" and "joint controller" shall have the meanings given in Applicable Data Protection Law; where these terms are not defined in the Applicable Data Protection Law, they shall have the meaning given to them in the GDPR;

"Analytical Data" means underlying personal data contained within the information which is provided to S&P Global Ratings for the purposes of the provision of the Services, such as the personal data of individuals who have financial products in place which are relevant to the issuing of a rating;

"Applicable Data Protection Law" shall mean, as applicable, the EU General Data Protection Regulation (Regulation 2016/679) (as may be amended, superseded or replaced) ("GDPR") and all other supplemental or implementing laws relating to data privacy in the relevant European Union member state, including where applicable the guidance and codes of practice issued by the relevant supervisory authority, and/or all applicable analogous privacy laws of other countries;

"Client Data" means personal data of data subjects, such as your employees, associates or partners, that is provided to S&P Global Ratings during the provision by S&P Global Ratings of the Services to you, such as name, job title, name of employer, office email address, office physical address, internet protocol address, office telephone number and language selection (and excludes special categories of personal data);

"Data" means Analytical Data and Client Data;

"Permitted Purpose" means processing:

(A) by employees, officers, consultants, agents and advisors of S&P Global Ratings or its affiliates of Data: (i) to provide ratings and other products and services (the "Services") to you, (ii) to communicate with you regarding the Services that may be of interest to you, (iii) as described in the S&P Global Ratings' Use of Information section of the Agreement and (iv) as otherwise permitted in the Agreement;

(B) of personal data by you to access and use the Services;

"Standard Contractual Clauses" means standard contractual clauses (adopted by European Commission Decision 2004/915/EC on 27 December 2004) for the transfer of personal data from controllers in the EU to controllers in jurisdictions outside the European Economic Area, a copy of the current version of which is accessible at: <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32004D0915> and which shall be deemed incorporated into this Appendix by reference solely for purposes of Clause 8 of this Appendix and within which you are the "Data Exporter" and S&P Global Ratings is the "Data Importer."

3. **Disclosure of data:** Each party will only disclose personal data to each other to process strictly for the Permitted Purpose.

4. **Relationship of the parties:** Except as may be specifically otherwise agreed, the parties acknowledge that you are a controller of the Data you disclose to S&P Global Ratings and that S&P Global Ratings will process the Data you disclose to S&P Global Ratings as a separate and independent controller strictly for the Permitted Purpose. In no event will the parties process the Data as joint controllers. Each party shall be individually and separately responsible for complying with the obligations that apply to it as a controller under Applicable Data Protection Law. Please see our Customer Privacy Policy (available at <https://www.spglobal.com/corporate-privacy-policy>) and Cookie Notice (available at <https://www.spglobal.com/corporate-privacy-policy/corporate-privacy-and-cookie-notice>) for further information regarding how personal data that you provide to S&P Global Ratings in connection with the Services will be used and maintained.

5. **Investigations:** Except where and to the extent prohibited by applicable law, each party ("Notifier") will

inform the other promptly, and in any event within three (3) business days of, any inquiry, communication, request or complaint relating to Notifier's processing of the personal data transferred to it under this Agreement by the other party which is received from: (i) any governmental, regulatory or supervisory authority, (ii) any data subject or (iii) any other person or entity alleging unlawful or unauthorized processing.

**6. Use and Restrictions on Use:** Notwithstanding the information that you are entitled to use from the Services and distribute to third parties to the extent permitted by the Agreement, you shall not distribute or use any personal data to which you have had access when receiving the Services other than for the Permitted Purpose.

**7. Security:** The parties shall implement appropriate technical and organisational measures to protect the Data from: (i) accidental, unauthorized or unlawful destruction and (ii) loss, alteration, unauthorised disclosure of or access to the Data.

**8. International Transfers of Data outside the EEA:**

8.1 This Clause 8 and the Standard Contractual Clauses shall apply only with respect to Data transferred from the European Economic Area ("EEA") to S&P Global Ratings and its affiliates in a territory outside of the EEA, provided that such transfers shall comply with the Standard Contractual Clauses deemed to be incorporated into this Appendix.

8.2 S&P Global Ratings may process (or permit to be processed) any Data transferred from the EEA to S&P Global Ratings and its affiliates in a territory outside of the EEA, provided that such transfers shall comply with the Standard Contractual Clauses. In applying and interpreting the Standard Contractual Clauses, the parties agree that **Annex A** will apply and **Annex B** thereto shall be populated as follows:

***(1) Data Subjects to whom the personal data relates:***

*(i) Persons who are employees, officers, contractors, agents or advisors of the Data Exporter and/or of companies affiliated with it who are engaged in the decision to enter into the Agreement and/or who enter into the Agreement with the Data Importer for the provision of the Data Importer's Services; and*

*(ii) persons in respect of whom the Data Exporter or its agents or advisors have provided personal data to the Data Importer to enable the Data Importer to provide the Services.*

***(2) Purposes for which the data transfer is made:***

*The Permitted Purpose.*

***(3) Categories of personal data transferred:***

*Client Data and Analytical Data.*

***(4) Categories of recipients to whom the personal data is transferred or disclosed:***

*Employees, officers, consultants, agents and advisors of the Data Importer or its affiliates and third parties, including public bodies, regulators and law enforcers, to the extent S&P Global Ratings is required to disclose Data by contract, regulation, litigation or law.*

***(5) Sensitive data or categories of sensitive data to be transferred (special category personal data):***

*Not applicable.*

***(6) Contact Point for the Data Importer:***

*RatingsGDPR@spglobal.com*

8.3 The parties agree that the following optional clause to the Standard Contractual Clauses shall apply as between them:

*"(1) Each party shall perform its obligations under these clauses at its own cost."*

**9. Survival:** This Appendix shall survive termination or expiry of the Agreement. Upon termination or expiry of the Agreement, S&P Global Ratings may continue to process the Data, provided that such processing complies with the requirements of this Appendix and Applicable Data Protection Law.





14(a)

## Covid Plan

1. Gus Macker Tournaments will follow state and local health department COVID guidelines for holding safe, outdoor events.
2. The onsite Player Registration process will be streamlined, allowing for a social distanced experience. The check-in system will be divided into separate Youth and Adult areas.
3. Players can electronically sign their waivers online, before arriving at the tournaments, when they register at macker.com.
4. Player and Spectator space around the basketball court will be marked for best social distancing practices.
5. Tournament may limit the number of teams allowed to play based on current COVID regulations.
6. Spectators per player may be limited in accordance with Covid guidelines at the time.
7. Gus Macker will provide hand sanitizing stations and PPE supplies near each court.
8. Porta potties will be on site with multiple cleanings throughout the weekend.
9. Players, volunteers, refs, vendors, and spectators will be required to wear a mask in accordance with current COVID guidelines.
10. Volunteers and refs will be required to sign a waiver.
11. Courts are able to be spaced further apart to create more space for players/spectators.
12. Gus Macker will provide full refunds to all teams registered for a tournament that is cancelled due to COVID issues.
13. Working closely with the Marquette County Health Department as the tournament gets closer to make any necessary changes/corrections.

## 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 Community Events Phone 900-250-4823

Organization Address 910 US Hwy 41 West,

Organization's Agent Jennifer Hendrickson Phone 900-250-4823

Agent's Title Organizer

Agent's Address 586 Goldmine Creek Drive, Ishpeming

Event Name Bus Macker 3-on-3 Basketball

Event purpose Basketball tournament to bring revenue into city + support local organizations/schools

Event Dates June ~~26, 27, 28~~ 2020 25, 26, 27, 2021

Event Times June 26 8am - June 28 10pm

Event Location Hematite Street from 3<sup>rd</sup> to Main  
+ a few surrounding streets to be determined

## 1. Type of Event:

☐ City Operated Event

☒ Co-Sponsored Event

☒ Other Non-Profit Event

☐ Other For-Profit Event

☐ Political or Ballot Issue Event

Cancelled for  
2020

Rescheduled for  
2021

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 TBD

Next year's Specific Dates: TBD

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

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

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

6. Other Requests: items from the City, as used in 2019  
picnic tables, bleachers, garbage cans, barricades, etc.

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.

9-24-19  
Date

Jennifer Hendrick  
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

14(b)

Ishpeming 4th of July - COVID-19 Plan as of April 26, 2021

PARADE

Safety Person on Site - Tia Rodda, Parade Organizer, 906.362.0501, trodda@bankmbank

RISK	MITIGATION	Responsibility -
Volunteers		
Mask	Volunteers will wear masks. Committee will have disposable masks available at the volunteer meeting prior to the parade.	Tia- volunteer meeting
Safety Vest	Vests aren't shared. Cleaned prior to handing out and will be cleaned following the parade	Tia
Golf Carts	User will sanitize the cart before & after using it. Each golf cart will have sanitizing wipes, hand sanitizer, disposable masks, contact forms & questionnaires.	Tia
Walkie talkies	One walkie talkie per person, wiped clean before handing out and when returning following the parade	Tia
Sanitizer	Each volunteer will have at minimum a travel size hand sanitizer.	Tia
Health Screening/Contact Tracing	All volunteers will sign a contact form and questionnaire form prior to volunteering.	Tia
Parade Line Up		
Number of people per entry	Include in parade registration any limitation on number of participants allowed per float/entry	Andrea - parade form Tia - day of

Contact tracing	Entry contact person is responsible for collecting & handing in all participants Name & phone number	Hand into parade official day of or include in parade entry
Questionnaire	Checkpoint at Third St, parade entry entrance with questionnaire for all participants	Volunteer
Social Distancing	Assign entries to streets that allow for them to be spaced out. Spacing naturally allows for distancing between groups. Include on parade entry form "social distancing - not to mingle with other entries"	Andrea - entry form Tia - day of
Candy	Anything provided to spectators must be individually wrapped. Person handing out must be wearing gloves	Andrea - entry form Tia Volunteers along parade line up streets
Congregating at parade ending	Providing all entries with information on where to park following the parade to let people off entry or to pick up kids	Andrea, Tia, City
Spectators		
Crowd Management -		
Social Distancing	Signs along parade route - "stay with your family/group" "please follow social distancing" "wear a mask when walking"	Committee
	FB posts regarding any social distancing Article in Mining Journal Any news/radio promos prior to parade	Committee
Masks	Masks required when walking through crowds	signs/committee
Restrooms	No restrooms provided	

Sanitization stations	None provided	
Contact Tracing	None provided, in case of positive COVID test traced back to parade that information would be publicly announced via Facebook and all local media channels	committee
Communication		
Parade Entry Form	Will include: float/entry contact person, gloves required to pass out anything, will be required to fill out health screening day of, no mingling with other entries	Committee
Newsletter	All of the Committees COVID-19 plan and requirements	Committee
Parade Entry Line Up posted prior to parade	All of the above	Tia
Facebook	Posts leading up to 4th reminding community of what is expecting if participating	Committee

## PICNIC

### Safety Person on Site-

Julie Barbieri, Picnic Organizer, 906.360.7196, [julbar615@att.net](mailto:julbar615@att.net)

Suzie Swanson, Picnic Organizer, 906.235.8529, [s.m.dobson1968@gmail.com](mailto:s.m.dobson1968@gmail.com)

RISK	MITIGATION	Responsibility -
Crowd Management		
Check In	Gate Guards at each entrance. Guests can choose to fill out a health questionnaire and/or have their temperature taken. At minimum name & number	Gate Guards
Social Distancing	Signage through Al Quaal asking guests to stay with their group, wear a mask when socializing outside their group	committee
Masks	Signage - wear a mask while visiting outside your group & while in line at vendor stations	committee
Restrooms	Sanitizer every half hour by volunteers/city staff (?).	volunteers
Sanitizer stations	<ol style="list-style-type: none"><li>1. Entry to the restrooms</li><li>2. Pavilion</li><li>3. Baseball field</li><li>4. Stage</li><li>5. Vendors would supply their own sanitization</li></ol>	committee
	Volunteers/Committee members would have travel size hand sanitizer with them. In storage we will have sanitizer wipes and extra hand sanitizer	committee
Food Vendors	Will be responsible for having their own sanitizing area and signage for social distancing with customers are in line in	Andrea - Vendor application



	accordance with the Marquette County Health Department	
Fireworks		
Social Distancing	Signage and information in all published materials asking guests to stay in their family group	committee
Contact Tracing	If a case can be traced back to the picnic we will notify the community through Facebook and all media	committee
Communication		
Newsletter	All regulations that will need to be followed will be posted in our newsletter send by Every Door Direct Mail to all residents of the 49849 area code	committee
FaceBook	Posts leading up to the fireworks will have information on what is expected of guests at the picnic and fireworks should they choose to attend.	committee



## PARADE PERMIT APPLICATION FORM

I, Tia Rodda, an official representative of (Name of Organization)

Ishpeming 4th of July Committee

hereby make application to conduct a parade on (date) 7/03/2021. It will begin at  
10:30 a.m. and end at Approx 12:00 p.m.

The parade will form at (location) Empire & Third Street

Line of march will be as follows (List Streets and Directions).

South on 3rd to Hematite, West on Hematite to Main Street. South on Main Street

to Division. <sup>East</sup> West on Division to disperse <sup>at High School</sup> down Lakeshore.

I wish to have parking restricted 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; Also, Main Street at Hematite and Division.

Estimated number of units to be in the parade: 100 Units

Equestrian (horse) units: 2 - 10 horses

Number of people provided to monitor the parade: 15

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

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

Signature of Applicant: Tia 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.

Organization's Name Ishpeming 4th of July Phone \_\_\_\_\_  
Organization Address P.O. Box 173 - Ishpeming  
Organization's Agent Andria Jackson Phone (906) 360-5252  
Agent's Title President  
Agent's Address 515 N. Lake St., Ishpeming  
Event Name Ishpeming 4th of July  
Event purpose Organize a parade, community picnic, and a fireworks display for community entertainment.  
Event Dates July 3rd 2021  
Event Times 10:30 a.m. - 11:00 p.m.  
Event Location Third Street, Downtown, & Al Quaal

1. Type of Event:

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

7/21/15

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

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

Normal Event Schedule \_\_\_\_\_

Next year's Specific Dates: July 3<sup>rd</sup> 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  
A1 Quaal area 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 Michigan Liquor Control Commission and must provide the City with a Certificate of Insurance which names the City as an additional named insured on the policy.

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

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

7/21/15

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

02/19/2020  
Date

Andrea Jackson  
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

7/21/15



PARADE PERMIT APPLICATION  
FORM

14(C)

I, Anthony Williams, an official representative of (Name of Organization)  
Ishpeming Fire Dept.

hereby make application to conduct a parade on (date) June 6<sup>th</sup> 2021. It will begin at  
10 AM and end at 11 AM.

The parade will form at (location) Main St. South of Division

Line of march will be as follows (List Streets and Directions). North on Main  
Street to Hematite Dr. Hematite East to Third.  
Third North to US41 Roundabout. US41 North  
onto 2nd St. Ending in front of the  
Cemetery

I wish to have parking restricted on the following streets: None

I wish to have the following intersections blocked: None

Estimated number of units to be in the parade: 5

Equestrian (horse) units: 0

Number of people provided to monitor the parade: \_\_\_\_\_

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

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

Signature of Applicant: Anthony Williams

APPROVED BY:

Chief of Police: \_\_\_\_\_ City Clerk: \_\_\_\_\_

14(d)

Policy #406

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 St. John the Evangelist Catholic Church Phone 906-486-6212

Organization Address 325 S. Pine St., Ishpening

Organization's Agent Father Ryan Ford Phone 906-399-0553

Agent's Title Pastor

Agent's Address 325 S. Pine St.

Event Name Corpus Christi Procession

Event purpose To honor the Feast Day of the Body + Blood of Christ, we want to have a walking procession from St. John's to St. Joseph's, carrying the Eucharist in procession with us to bless our city.

Event Dates Sunday, June 13<sup>th</sup>

Event Times 10am - 11am

Event Location Walk from St. John's on Main Street to St. Joseph's on Prairie Ave. Procession would be in the street, probably one lane.

1. Type of Event:

☐ City Operated Event ☐ Co-Sponsored Event

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

☐ Political or Ballot Issue Event

7/21/2015

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 In June or late May

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: The intersections of Main St. / M-28 B, Main St. and Hematite, and the roundabouts would need to be blocked for a couple minutes for the procession. Perhaps a police escort would be best.

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.

4/30/2021

Date

Rev. Ryan Ford

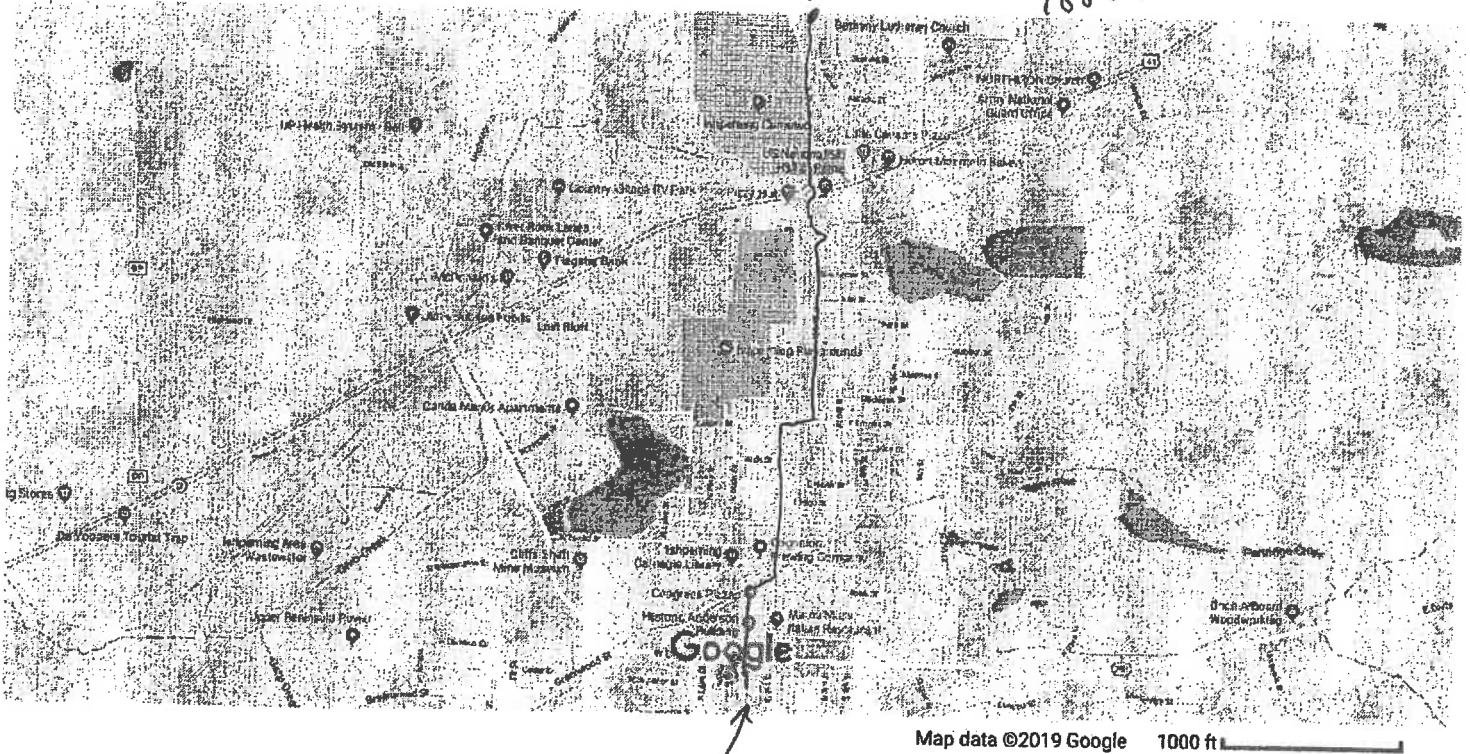
Signature of Organization's Agent

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

Google Maps

End at St. Joseph Church,  
1889 Prairie Ave.



Assemble on main street  
in front of St. John the Evangelist Church.  
Probably 100-150 people for  
walking procession, and  
maybe one bus for  
those unable to walk.



## PARADE PERMIT APPLICATION FORM

fr.ryanford@gmail.com, 906-399-0553

I, Father Ryan Ford, an official representative of (Name of Organization)  
St. John the Evangelist and St. Joseph Parish

hereby make application to conduct a parade on (date) June 13<sup>th</sup>. It will begin at  
325 S. Pine St. and end at 1889 Prairie Ave.

The parade will form at (location) St. John the Evangelist Parish, front of church on Main St.

Line of march will be as follows (List Streets and Directions).

Non Main St., Turn R on Hematite Dr.,  
Turn L on 1<sup>st</sup> St., Go N to Empire St., R on Empire St.,  
L on 2<sup>nd</sup> St., then through roundabout, then  
~~across~~ across US-41 through roundabout, N to 1889 Prairie Ave.

I wish to have parking restricted on the following streets: None

I wish to have the following intersections blocked: Each intersection will take only a couple  
minutes to get through: M-286 + Main, Main + Hematite, and the roundabouts

Estimated number of units to be in the parade: 100<sup>-150</sup> people - a walking procession,  
Equestrian (horse) units: None no floats,

Number of people provided to monitor the parade: Adults will be present to monitor maybe  
kids walking. one

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

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

Signature of Applicant: Rev. Ryan Ford

APPROVED BY:

Chief of Police: \_\_\_\_\_ City Clerk: \_\_\_\_\_

bus  
for  
pep  
who  
can't  
walk.

## Cathy Smith

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**From:** Ryan Ford <fr.ryanford@gmail.com>  
**Sent:** Wednesday, April 28, 2021 12:51 PM  
**To:** Cathy Smith  
**Subject:** Re: Reminder regarding Corpus Christi Procession

Cathy,

Thank you for the reminder. Our plan for the procession is that we will be spread out in family or household units. During the procession, each household unit will be at least 6 feet from other units. We will maintain this distancing throughout the procession. Those who cannot maintain this distancing because they need to carry something close to others in the procession will wear masks. Let me know if you need any other info - thanks!

Fr. Ryan

On Tue, Apr 27, 2021, 10:33 AM Cathy Smith <[CathySmith@ishpemingcity.org](mailto:CathySmith@ishpemingcity.org)> wrote:

Hi Father,

Just a reminder to send me an email regarding your COVID plan the Council to approve your parade permit for the above.

Have a good day,

Cathy

*Cathy Smith*

*City Clerk/Assistant to the City Manager*

*Ishpeming City Manager's Office*

*100 E.Division Street*

*Ishpeming, MI 49849*

*Phone: 906-485-1091, Ext. 203*

*Fax: 906-485-6246*

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**Cathy Smith**

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**From:** Todd Poquette <toddpoquette@me.com>  
**Sent:** Monday, April 19, 2021 10:06 AM  
**To:** Cathy Smith  
**Cc:** Todd Poquette; Adventure Coordinator  
**Subject:** The Crusher: Event adaptation

Cathy,

Good morning. Touching-base in regard to our event "The Crusher". I attended one of the council meetings earlier this spring and we asked to reserve the dates in Al Quaal. With the executive order continuing to limit gatherings to 300 people through the end of May, and the likelihood of gathering limits continuing into the foreseeable future, we've decide to do the following:

**Crusher-EX:** July 1 - September 30. This event will run like Polar Roll did February - March. Participants will register online. 906 Adventure Team will provide gpx routes and a passport full of event info etc. **There will not be a mass gathering.** The event is self-guided. Participants plan their trip up here when convenient for them. We have talked to the Cliff Shaft Mine Museum. They will allow participants to use their parking lot. 90% of the participants will head directly out of town and adventure on gravel and dirt roads outside the city. We are looking at mapping runners on trails in Al Quaal and some RAMBA trails. I think the event will help bring new business and attention to Ishpeming, hopefully that is a positive, without the worry of a mass gathering.

How will we handle permitting for this type of format? (Above)

**Crusher P2P:** July 17-18. 200 people will ride from Copper Harbor to Ishpeming. We capped the ride at 200. It is an unsupported event, they are on their own. No mass gathering. No aid stations. Participants will have 30-hours to complete the ride starting Saturday morning at 5:00am. I would like to identify a place around Ishpeming to act as the "finish line", but there will be no gathering etc. As participants finish we'll collect their beacon and send them on their way. Can we discuss this with the council?

I'm available for any questions you may have. We are doing everything we can to avoid mass gatherings while still providing opportunities and experiences for people to set goals, stay active, and be excited about something.

**Todd Poquette**  
Director of Adventure

148 W. Hewitt Street  
Marquette, MI 49855  
Email | [todd@906adventureteam.com](mailto:todd@906adventureteam.com)  
Cell | 906.748.0034

*Empowering people to become the best version of themselves through outdoor adventure.*

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MARQUETTE COUNTY  
RECIPROCAL LAW ENFORCEMENT MUTUAL AID AGREEMENT  
April 8, 2021

For the general purpose of reciprocal aid in law enforcement protection, authorized by Public Act 236 of 1967 (MCLA 123.811), the undersigned Marquette County Law Enforcement Agencies and governmental entities ("Parties") hereby agree as follows:

**1. DEFINITIONS**

- A. "Commanding Officer" means the highest-ranking officer of a police department or the highest-ranking officer of Central Dispatch on duty at the time of an emergency.
- B. "Emergency" shall mean a combination of circumstances requiring assignment of officers from another department or jurisdiction to handle a request for back-up by officers within their jurisdiction or a situation where officers are not available to handle a call within their jurisdiction and so Central Dispatch sends officers from another department or jurisdiction to respond.
- C. "Requesting Department" shall mean a department that requests back up at the scene of an emergency.
- D. "Responding Department" shall mean a department that provides back up or aid pursuant to this agreement.
- E. "Central Dispatch" shall mean Marquette County Central Dispatch currently located at Michigan Department of State Police, Negaunee Post #81, established pursuant to Public Act 236 of 1967, Section 4 (MCLA 123.814; MSA 5.3323 (4)).

- 2. **DETERMINATION AND DECLARATION OF EMERGENCY:** The Requesting Department or Central Dispatch shall be responsible for determining and declaring that an emergency exists.
- 3. **REQUEST FOR ASSISTANCE:** Upon determining and declaring that an emergency exists, the Requesting Department or Central Dispatch shall make a request for assistance to the Responding Department(s).
- 4. **RESPONSE TO REQUEST:** The Commanding Officer of the Responding Department(s) shall supply available personnel and equipment to provide back-up or meet the needs of the emergency. The Commanding Officer of the Responding Department(s) may decline the request for aid if

personnel or equipment are not available at the time of the request. Under no circumstance shall this Agreement impose any duty or liability on any Party for failure to respond to the request for assistance.

**5. DIRECTION AT SCENE OF EMERGENCY:**

- a. The Commanding Officer of the Requesting Department shall be the person in charge of operations at the scene of an emergency. All personnel and equipment of Responding Departments shall be under the control and direction of the Commanding Officer of the Requesting Department upon arriving at the scene of the emergency.
- b. In situations where Central Dispatch has declared an emergency and no officers from the jurisdiction where the emergency exists are on scene when officers from the Responding Department arrive, command shall go to the first department to arrive on the scene.

**6. WITHDRAWAL OF PERSONNEL AND EQUIPMENT:** The personnel and equipment of a Responding Department may be withdrawn at any time at the discretion of the Commanding Officer of a Responding Department. The Responding Department shall not have any obligation to keep its personnel or equipment in the community of the Requesting Department for any longer than is deemed necessary by the Commanding Officer of the Responding Department. A Responding Department shall not be liable to a Requesting Department for leaving the scene of an emergency in order to answer a call for service in the Responding Department's community.

**7. LIABILITY:** To the extent permitted by law and without waiving governmental immunity, each Party to this Agreement will be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions and the actions of its personnel in providing mutual aid assistance or when participating in joint training exercises pursuant to the terms and conditions of this Agreement.

**8. INSURANCE:** Each Party to this Agreement shall obtain and maintain the following types and levels of insurance for the duration of this Agreement.

- a. General Liability - \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.
- b. Public Official Liability & Law Enforcement Liability - \$1,000,000 combined single limit.
- c. Worker's Compensation Coverage - statutory levels of workers' compensation coverage for its own employees.

d. Automobile Liability Coverage - "any auto" with \$500,000 combined single limit per accident for bodily injury and property damage.

9. **WAIVER OF COMPENSATION:** The Requesting and Responding Departments waive all claims for compensation from each other including wages, benefits, and charges for supplies or equipment used or expended while rendering services under this Agreement.

10. **TERMINATION:** Any Party to this Agreement may terminate its participation in this Agreement by providing thirty (30) days prior written notice to the Marquette County Administrator, 234 West Baraga Avenue, Marquette MI 49855 and [insert title], Michigan State Police, Negaunee Post #81, [insert address].

11. **EFFECTIVE DATE:** This Agreement shall become effective April 8, 2021 and remain in full force and effect until April 30, 2031, unless sooner terminated under Section 9.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year so indicated.

MICHIGAN STATE POLICE,

CITY OF MARQUETTE,

\_\_\_\_\_  
Lt. Thomas Nolan

\_\_\_\_\_  
Jenna Smith, Mayor

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

MARQUETTE COUNTY SHERIFF'S  
OFFICE,

\_\_\_\_\_  
Blake Rieboldt, Police Chief

Dated: \_\_\_\_\_

\_\_\_\_\_  
Gregory Zyburt, Sheriff

CITY OF NEGAUNEE,

Dated: \_\_\_\_\_

\_\_\_\_\_  
Jason Wallner, Mayor

MARQUETTE COUNTY BOARD OF  
COMMISSIONERS,

Dated: \_\_\_\_\_

\_\_\_\_\_  
Gerald Corkin, Board Chair

\_\_\_\_\_  
Patrick Ketola, Police Chief

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_



CITY OF ISHPEMING,

\_\_\_\_\_  
Lindsay Bean, Mayor

Dated: \_\_\_\_\_

\_\_\_\_\_  
Steven Snowaert, Police Chief

Dated: \_\_\_\_\_

NORTHERN MICHIGAN  
UNIVERSITY,

\_\_\_\_\_  
Tami Seavoy, Chair, Board of  
Trustees

Dated: \_\_\_\_\_

\_\_\_\_\_  
Michael Bath, Police Chief

Dated: \_\_\_\_\_

CHOCOLAY TOWNSHIP,

\_\_\_\_\_  
Richard Bohjanen, Supervisor

Dated: \_\_\_\_\_

\_\_\_\_\_  
Scott Jennings, Police Chief

Dated: \_\_\_\_\_

FORSYTH TOWNSHIP,

\_\_\_\_\_  
Joseph Boogren, Supervisor

Dated: \_\_\_\_\_

\_\_\_\_\_  
Brian Kjellin, Police Chief

Dated: \_\_\_\_\_

DEPARTMENT OF NATURAL  
RESOURCES,

\_\_\_\_\_  
Dated: \_\_\_\_\_

ISHPEMING TOWNSHIP,

\_\_\_\_\_  
James Nankervis, Supervisor

Dated: \_\_\_\_\_

\_\_\_\_\_  
Michael Kohler, Police Chief

Dated: \_\_\_\_\_

CENTRAL DISPATCH POLICY  
BOARD,

\_\_\_\_\_  
Paul Gravedoni, Chairman

Dated: \_\_\_\_\_