

ISHPEMING CITY COUNCIL
Wednesday, June 8, 2022 at 6:00 p.m.
Ishpeming City Hall Council Chambers, 100 E. Division Street, Ishpeming MI
City Hall Telephone Number: (906) 485-1091

**MEETINGS WILL NOW BE OPEN TO THE PUBLIC; HOWEVER, A ZOOM LINK WILL STILL BE AVAILABLE
ON THE CITY'S WEBSITE @ WWW.ISHPEMINGCITY.ORG**

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 (May 4th and May 25th)
 - b. Approval of Disbursements
 - c. Reappoint Tracy Magnuson to a 5-year term on the Cemetery Board Term Expiring 5/2027
 - d. Reappoint David Aeh, Tracy Magnuson, and Brian Buchanan to 4-year terms on the Downtown Development Authority: Terms expiring 7/2026
 - e. Declare 650 library books as surplus
8. Monthly Financial Statement Report
9. UPEA Project Update – Matt Treado
10. Special Event Applications
 - a. Special Event Application and Parade Permit: St. Rocco/St. Anthony Italian Fest: 7-30-2022
 - b. Special Event Application: Historical Society: Cemetery Tours: July 1, 5, 12, 19, and 26, 2022
 - c. Special Event Application: Historical Society: Downtown Main Street Tours to be held on June 28 and August 2, 9, 16, 23, and 30
 - d. Special Event Application: Ishpeming Community Events: Festival of Treasures: July 1, 2022 Music every Thursday beginning June 16 through September 1, 2022
 - e. Special Event Application: Ore to Shore: August 13, 2022
 - f. Special Event Application and Temporary Liquor License: Shelly's Rainbow Bar: July 2, 3, 4, 2022
 - g. Special Event Application and Temporary Liquor License: Brogies: July 1 through July 4, 2022
11. Iron Ore Heritage Recreation Authority
 - a. Iron Ore Heritage Trail Permit
 - b. Right of Way Easement along Washington Street
12. First reading of Amendment to Ordinance 8-100, Map Amendment-General Residential to General Commercial
13. Agreement with CUPPAD: 5-year Recreation Plan Update
14. GEI Consultants Professional Services Agreement – Teal Lake Water Trail Project
15. Request to purchase wheeled excavator for DPW
16. Cemetery/Parks Gater motor replacement
17. Request to purchase new DPW welder
18. Confirm emergency repairs to the Vacall: JX Truck Center
19. Authorize cost over run and award bid to Moyle for the Malton Road Campground
20. Old Business
21. New Business
22. Public Comment *(limit 3 minutes per person)*
23. Mayor and Council Reports
24. Manager's Report
25. Attorney's Report
26. Adjournment


Craig H. Cugini
City Manager



7(e)

MEMO

To: City Manager
From: Jesse Shirtz, Library Director
Re: Surplus library items

6/1/2022

Craig,

The library has 650 books to be declared surplus. An itemized list of titles is attached.

Thank you.



CITY OF ISHPERING – UPEA UPDATE

9

Empire Street Construction Update (City-Lindberg Portion):

Progress on Empire Street is continuing as planned with the installation of new water main and services from Main to 3rd Street under inspection by City DPW. Temporary services will continue to be in-place until newly installed water main and services are tested and authorized for permanent connections. Permanent service connections to the new water main from Main to 3rd St are currently anticipated to begin in mid-late June, at which time surface roadwork and sidewalk construction will commence from Main to 3rd Street (inspection by UPEA) and water main construction will continue from Main to Oak St. Attached is the updated progress schedule from Lindberg dated 5-27-22.

- City of Ishpeming Action Items
 - Review cost comparison between Arrow and Lindberg.
 - UPEA recommends Arrow for approval based on price
 - Approve Arrow change order, see attached
 - Daily Inspection Reports
- UPEA Action Items
 - Finalize change order with MDOT
- Deliverables
 - Weekly Progress Meetings
- Schedule
 - See attached updated construction schedule

Empire Street Construction Update (MDOT-Arrow Portion):

Subcontractor Oberstar has performed removals under the MDOT contract awarded to Arrow and Arrow is currently awaiting progress by Lindberg necessary to begin their surface improvement work from Main to 3rd St, anticipated for mid-late June (inspected by UPEA). Additional MDOT funding pending. Pending award of alternative work from Main to Oak to Arrow Constructions under City Contract.

- City of Ishpeming Action Items
 - None
- UPEA Action Items
 - Review and approve pay application
- Deliverables
 - None
- Schedule
 - Arrow to start onsite once Lindberg completes the watermain infrastructure.
 - Tentatively June 20th.



CITY OF ISHPEMING – UPEA UPDATE

Malton Road Campground

Bids were received in late April. Low bid was Moyle Excavating. Project budget was ~\$130,000 (\$100,000 Grant, \$30,000 City Cash Match) with \$70,000 additional “in-kind services” as a City match. Bid price was \$285,105.

City Manager is setting up a presentation for Council on 6/8 to fund the overage in the form of a “loan” from a different City fund to be paid back as the Campground begins making profit.

Project expected to be awarded after 6/8 Council meeting and needs to be complete by 8/31/22 for Grant Funding (MDARD).

- City of Ishpeming Action Items
 - Approval of budget adjustment/bid award
- UPEA Action Items
 - Contract development upon City approval of bid award
 - As needed onsite observation and construction administration
- Deliverables
 - None
- Schedule
 - Final Completion of construction date of 8/31/22

CWRF Project Plan Application

Project Background/Update: UPEA completed the submittal of the City of Ishpeming Clean Water Revolving Fund (Sewer System) Project Plan for SRF financing for the proposed sewer system improvements project. UPEA received preliminary review comments by the EGLE specialist, which were addressed. We are anticipating feedback from the State in June/July concerning the preliminary scoring of the funding application. At that time, UPEA will also perform a review of USDA RD Funding as an option and provide both to the Council for review and approval.

- City of Ishpeming Action Items
 - None
- UPEA Action Items
 - Respond to EGLE plan review Comments
 - Perform preliminary analysis on USDA RD Funding option
- Deliverables
 - COMPLETE – Submittal of CWRF Project Application
- Schedule
 - EGLE Staff comments in June/July
 - Preliminary rankings to be released in July
 - UPEA Presentation on Funding options in July/Aug



CITY OF ISHPERING – UPEA UPDATE

DWRF Project Plan Application

Project Background/Update: UPEA has been working on the Drinking Water Revolving Fund (Water) Funding Application for SRF. This is the State of Michigan funding program for water infrastructure projects. The public notice has been advertised in the Mining Journal with the public hearing scheduled to take place during the Council Meeting at the end of June. Application to be submitted by the end of the month.

- City of Ishpeming Action Items
 - Hold public hearing on June 28th at 5 pm
 - Approve resolution adopting project plan after public hearing
- UPEA Action Items
 - Finalize DWRF Project Plan Submittal
 - Submit preliminary plan to EGLE for review and comment
- Deliverables
 - Submittal of complete DWRF funding Application by July 1, 2022
- Schedule
 - Public hearing June 28th
 - Submit DWRF Application July 1, 2022

Drinking Water Asset Management Grant (DWAM)

Project background/update: UPEA assisted the City of Ishpeming with the submittal of the DWAM Grant in 2020. Funding was received in March, 2022 for \$663,000. The City of Ishpeming and UPEA teamed up with Trimedia to complete the scope of work that includes water system GIS, Asset Management, and DSMI Report work.

- City of Ishpeming Action Items
 - Attend project kickoff meeting
- UPEA Action Items
 - Schedule kickoff meeting with City of Ishpeming and Trimedia
 - Review work plan/scope/schedule
 - Provide summary of kickoff meeting to City Council
- Deliverables
 - Updated GIS System
 - Water Asset Management Plan Update
 - Distribution Systems Materials Inventory (DSMI) Report
- Schedule
 - Kickoff Meeting – June
 - System GIS work 2022/3
 - Submittal of DSMI Report/Asset Management Plan – Oct, 2024



CITY OF ISHPEMING – UPEA UPDATE

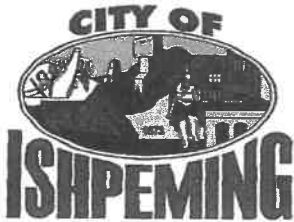
Lake Bancroft

Project background/update: UPEA has been looking into different treatment options for Lake Bancroft. During meetings with EGLE staff concerning the Lake, it was determined that rerouting stream flows to go through the Lake would be difficult to permit and construct. Thus it was determined that treatment of the current conditions was the most viable option from a constructability/permit ability stand point.

Previous treatment processes has included the use of a polymer to coagulate the algae and have it settle to the bottom of the Lake. This proved to be affective and should be implemented again to provide an immediate improvement to water quality.

The other proposal is the addition of aeration pumps to the Lake. This will greatly increase the health of the Lake, improving its aesthetics and environment. UPEA has been looking into aeration unit options and will have a proposed model for purchase ready for the Council Meeting at the end of June.

- City of Ishpeming Action Items
 - Review and approve the purchase of additional polymer and provide approval of City Staff to work with UPEA to place the polymer into the Lake. The cost of purchasing the polymer is about \$2,500. UPEA would donate its services for the assistance and oversight of this process.
- UPEA Action Items
 - Coordinate the purchase of the polymer
 - Assist the City with placing the treatment unit into Lake Bancroft
 - Provide a recommendation on the purchasing of aeration units
- Deliverables
 - Aeration unit recommendation
 - Evaluation of Lake Bancroft algae accumulation during the polymer use
- Schedule
 - Polymer purchase – June
 - Polymer unit installation within week of polymer arriving
 - Aeration unit presentation – July 13th Council Meeting



10(a)

PARADE PERMIT APPLICATION FORM

I, Jim Bertucci, an official representative of (Name of Organization)
Italian-American Mutual Aid Society of St. Rocco and St. Anthony

hereby make application to conduct a parade on (date) 7/31/22. It will begin at
9:45 am and end at 11:00 am.

The parade will form at (location) Main Street in front St. John the Evangelist Catholic Church.

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

South on Main to Johnson Street, East on Johnson Street to First, North on First Street to

Pearl Street, East on Pearl to Third Street, North on Third Street to Cleveland Avenue,

West on Cleveland Avenue to Pine Street, South on Pine Street to K/D Hall.

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: one (1)

Equestrian (horse) units: None

Number of people provided to monitor the parade: two (2)

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: Jim Bertucci

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 St. Rocco/St. Anthony Society Phone 486-4919

Organization Address 801 N. Maple St. Ishpeming

Organization's Agent Jim Bertucci Phone 486-4919

Agent's Title President

Agent's Address Same

Event Name Italian Fest

Event purpose Community Picnic

Event Dates July 30 2022

Event Times 12:00pm to 10:00pm

Event Location 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

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 Last Full weekend in July

Next year's Specific Dates: July 29 2023

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: Would like to meet with DPW
a week before.

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.

5/3/23
Date

James Bertin
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

10(b)

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 Ishpeming Area Historical Society Phone —
Organization Address 308 Cleveland Ave, Ishpeming, MI
Organization's Agent Karen Kasper Phone 486-9550
Agent's Title Vice President
Agent's Address 111 Bluff St #309, Ishpeming, MI
Event Name Cemetery Tour
Event purpose To educate people on some of our former
Citizens
Event Dates July 1, 5, 12, 19 + 26
Event Times 3pm for July 1, 6:30pm all the rest
Event Location Cemetery - meet at sexton's office

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 _____

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: None

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.

5/9/2022
Date

Karen Kasper
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

10(c)

Policy #406

CITY OF ISHPERING

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 Area Historical Society Phone ---

Organization Address 308 Cleveland Ave, Ishpeming, MI

Organization's Agent Karen Kasper Phone 486-9550

Agent's Title Vice President

Agent's Address 111 Bluff St. #309, Ishpeming, MI

Event Name Downtown Main St. Tour

Event purpose To educate people on the history of some of the buildings on Main St.

Event Dates June 28, August 2, 9, 16, 23 & 30

Event Times 6:30 pm

Event Location Main St. Meet at parking lot across from City Hall

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 _____

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] - We will provide only 1.

6. Other Requests: _____

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

- a. A certificate of Insurance must be provided which names the City of Ishpeming as an additional named insured party on the policy.
- b. Event organizers and participants will be required to sign Indemnification Agreement forms.
- c. All food vendors must be approved by the Marquette County Health Department and each food vendor must provide the City with a Certificate of Insurance which names the City as an additional named insured on the policy.
- d. All liquor vendors must obtain a liquor license for the event which must be approved by the Michigan Liquor Control Commission and must provide the City with a Certificate of Insurance which names the City as an additional named insured on the policy.
- e. The approval of this special event may include additional requirements based on the City's review of this application in accordance with the City's Special Event Policy. The event will be operated in conformance with the written confirmation of approval.
- f. The organization will provide a security deposit for the estimated fees as may be required by the City and will promptly pay any billing for City services which may be rendered.

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

3/9/2023
Date

Karen Kasper
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

10(d)

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 906-458-2113
Organization Address 910 US 41 W, Ishpeming
Organization's Agent Tracy Magnuson Phone Same
Agent's Title President
Agent's Address 101 N Main St Ish
Event Name Music in the Park, Festival of Treasures
Event purpose Community

Event Dates Festival 7-1-2022 10am-5pm, music every Thursday
Event Times starting June 16th through Sept 1st 7-8 pm
Event Location Main St in front of Old Ish for music
main St from Bank to Division, main to Second St
on Cleveland, main to 1st on Pearl for Festival

I. 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 same as this year

Next year's Specific Dates: Festival - day before 4th activities

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: will need street barriers as in years past
For Festival also no parking signs night before

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.

5-9-2022
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

7/21/15



10(e)

May 31, 2022

Craig Cugini, City Manager
City of Ishpeming
100 E. Division St.
Ishpeming MI 49849

Dear Mr. Cugini:

This year marks the 23rd anniversary of the Ore to Shore, one of the largest mountain bike races in the Midwest, with over 2,000 riders gearing up at the start lines in Negaunee. The 28-mile Soft Rock course starts near Lakeview School in Negaunee, immediately turns north and then east towards Marquette. The 48-mile Hard Rock course starts in downtown Negaunee, winds it's way up to Ishpeming and then proceeds east to Marquette.

The Ore to Shore Mountain Bike Epic is requesting the support of the city for this year's event which is scheduled for Saturday, August 13, 2022. Within Ishpeming, the event spans a period of about two hours from 9:30am to 11:30am. We are requesting the same services that the city has traditionally provided on an "in-kind" basis including street barricades, street closures and police. I'm happy to meet with the appropriate people from the Police Department and DPW at their convenience to review details.

The Ore to Shore is a 501c(3) non-profit organization that benefits area trails and youth riding programs. Your support of the event is greatly appreciated and helps us further our mission.

Sincerely,

A handwritten signature in cursive script that reads "Jonathan Becker".

Jonathan Becker
O2S Event Organizer

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 ORE TO SHORE Phone _____

Organization Address 710 CHERRY CREEK RD MARQUETTE MI 49855

Organization's Agent JEN BECKER Phone 906 458 9221

Agent's Title ORGANIZER

Agent's Address 1101 OWAISSA ST NEGAUNEE MI 49866

Event Name ORE TO SHORE

Event purpose NON-PROFIT FUNDRAISER RIDE TO SUPPORT
AREA TRAILS AND YOUTH CYCLING

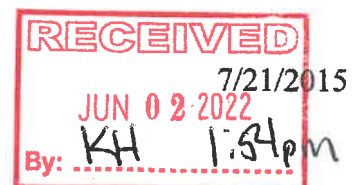
Event Dates SAT AUGUST 13 2022

Event Times 10 AM - 11:30 AM
FOLLOWS 104T/

Event Location SNOWMOBILE TRAIL FROM MALTON TO 3RD THEN ALONG
HEMATITE TO CANOR, BEHIND CARPET SHOP ACROSS LAKESHIRE AND
WASHINGTON EXITS CITY AT RR CROSSING NEAR HOLLIS ON COOPER
LAKE

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 ^{ALWAYS} SECOND SATURDAY IN AUGUST

Next year's Specific Dates: 8/12 / 2023

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: POLICE TO ASSIST W/ TRAFFIC CONTROL @ HEMATITE ? 3RD

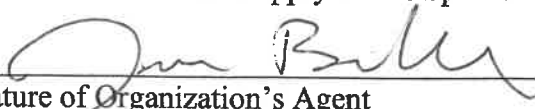
DPW BARRICADES / SIGNALS AT INTERSECTIONS ALONG ROUTE ^{FROM} 10:15-11:15 AM

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

- A certificate of Insurance must be provided which names the City of Ishpeming as an additional named insured party on the policy.
- Event organizers and participants will be required to sign Indemnification Agreement forms.
- All food vendors must be approved by the Marquette County Health Department and each food vendor must provide the City with a Certificate of Insurance which names the City as an additional named insured on the policy.
- All liquor vendors must obtain a liquor license for the event which must be approved by the Michigan Liquor Control Commission and must provide the City with a Certificate of Insurance which names the City as an additional named insured on the policy.
- The approval of this special event may include additional requirements based on the City's review of this application in accordance with the City's Special Event Policy. The event will be operated in conformance with the written confirmation of approval.
- The organization will provide a security deposit for the estimated fees as may be required by the City and will promptly pay any billing for City services which may be rendered.

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

6/1/2022
Date


Signature of Organization's Agent

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

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

7/1/2022
SC

10(F)

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 Shelly's Rambow Bar

Phone (906) 486-8998

Organization Address 120 E Canda St

Organization's Agent _____

Phone 361-6013

Agent's Title _____

Agent's Address _____

Event Name 4th of July music

Event purpose _____

Event Dates Friday July 2, 3, 4th

Event Times music 1st 7-11 + 2nd music 2pm-11pm

Event Location Rambow Bar outside 3rd - 7-11pm

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 2, 3, 4th of July

Next year's Specific Dates: 1, 2, 3, 4th of July

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

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

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

6. Other Requests: _____

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

- a. A certificate of Insurance must be provided which names the City of Ishpeming as an additional named insured party on the policy.
- b. Event organizers and participants will be required to sign Indemnification Agreement forms.
- c. All food vendors must be approved by the Marquette County Health Department and each food vendor must provide the City with a Certificate of Insurance which names the City as an additional named insured on the policy.
- d. All liquor vendors must obtain a liquor license for the event which must be approved by the Michigan Liquor Control Commission and must provide the City with a Certificate of Insurance which names the City as an additional named insured on the policy.
- e. The approval of this special event may include additional requirements based on the City's review of this application in accordance with the City's Special Event Policy. The event will be operated in conformance with the written confirmation of approval.
- f. The organization will provide a security deposit for the estimated fees as may be required by the City and will promptly pay any billing for City services which may be rendered.

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

5/24/22
Date

[Signature]
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

RECEIVED

MAY 24

By: _____



Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Toll-Free: 866-813-0011 - www.michigan.gov/lcc

Business ID: _____

Request ID: _____

Temporary Authorization Application

(For MLCC Use Only)

(Authorized by R 436.1023(2),(3), R 436.1403(2), R 436.1407, and R 436.1419)

*****This application, all required documents, and a \$70.00 inspection fee must be submitted at least ten (10) days in advance of your event for your request to be considered by the Commission.*****

Part 1 - Licensee Information

Individuals, please state your legal name. Corporations or Limited Liability Companies, please state your name as it is filed with the State of Michigan Corporation Division.

Licensee name(s): <u>Shelly Thibeault</u>		
Address: <u>120 East Canda St.</u>		
City: <u>Tshering</u>	mi. <u>MI</u>	Zip Code: <u>49849</u>
Contact name: <u>Shelly</u>	Phone: <u>906-361-6013</u> <u>(907) 486-8998</u>	Email: <u>thibeaultshelly@yahoo.com</u>

☐ \$70.00 Inspection Fee - Make Check Payable to **State of Michigan**

MLCC Use - Fee Code 4037

Part 2 - Temporary Authorizations Available

A licensee may request up to twelve (12) daily authorizations for each type of temporary authorization in a calendar year. Select all that apply to this application:

<input checked="" type="checkbox"/> Temporary Outdoor Service - Complete Parts 3, 8, and 9	<input type="checkbox"/> Temporary Extended Hours Permit - Complete Parts 6 and 9
<input type="checkbox"/> Temporary Dance Permit - Complete Parts 4 and 9	<input type="checkbox"/> Temporary Specific Purpose Permit - Complete Parts 7, 8, and 9
<input type="checkbox"/> Temporary Entertainment Permit - Complete Parts 5 and 9	

Part 3 - Temporary Outdoor Service Information

Temporary Outdoor Service requires a recommendation from the local law enforcement agency that has primary jurisdiction over the licensed premises. **The local law enforcement agency must complete Part 8 of this application.**

Date(s) of event: <u>July 1, 2, 3</u>	Describe event: <u>outside bands. block off parking lot + road</u>
Date(s) of event:	Describe event:
Date(s) of event:	Describe event:

1. Check below if the event(s) listed above will include any of the following:

☐ Dancing ☐ Contests ☐ Tournaments ☐ Classic Cars ☐ Motorcycles ☒ Concerts ☐ Festivals

2. List the exact dimensions of the proposed area:
Submit a diagram of outdoor area with application

10 feet X 48 feet = 480 square feet
Width Length + 576 sq ft parking lot

3. Describe type and height of the barrier that will be used to enclose the area:
4 1/2' Snow Fence

4. Will the proposed outdoor service area be connected to the licensed premises?
Yes ☒ Yes ☐ No

If **No**, what is the distance from the licensed premises to the proposed area? feet

5. Is the entrance/exit point(s) for the proposed area through the licensed premises? Yes ☒ Yes ☐ No

6. Are there any dedicated streets or intervening property between proposed area and the licensed premises? Yes ☒ Yes ☐ No

7. Describe type of security that will be used for event(s) and how it will be utilized to secure and monitor to prevent sales to minors and visibly intoxicated persons:
check IDs. at entrance. + bar + watch SO
no alcohol leaves area

Part 3 Continued - Temporary Outdoor Service Information

8. Is the location of the proposed area owned, rented, or leased by the licensee?	<input checked="" type="radio"/> Yes <input type="radio"/> No
If No , submit a lease or written permission to use the proposed area, including permission from a city, township, or village if the proposed area is located on municipally owned-property.	
9. Is the proposed area located in the same local governmental unit as the licensed premises?	<input checked="" type="radio"/> Yes <input type="radio"/> No
If No , please explain:	
10. Does the licensee currently hold an Additional Bar Permit that will be utilized in the proposed area?	<input type="radio"/> Yes <input checked="" type="radio"/> No
If No , the licensee will be restricted to providing only table service in the proposed area unless a new Additional Bar Permit has been requested by the licensee and approved by the Commission.	

Part 4 - Temporary Dance Permit Information

<ul style="list-style-type: none">Licensees that currently hold a Dance Permit at the licensed premises <u>do not</u> need to request a Temporary Dance Permit for dancing in a Temporary Outdoor Service area.The dance floor must be at least 100 square feet, be clearly marked, and shall not have tables, chairs, or other obstacles on the dance floor while customers are dancing.
1. List the dates requested for a Temporary Dance Permit:

Part 5 - Temporary Entertainment Permit Information

<ul style="list-style-type: none">Licensees that currently hold a Entertainment Permit at the licensed premises <u>do not</u> need to request a Temporary Entertainment Permit for entertainment in a Temporary Outdoor Service area.A Temporary Entertainment Permit does not allow for topless activity on the licensed premises.	
1. List the dates requested for a Temporary Entertainment Permit:	
2. Describe the type of entertainment provided:	
3. Will the entertainment provided under the Temporary Entertainment Permit include a contest with prizes totalling over \$250.00 in retail value?	
<input type="radio"/> Yes <input checked="" type="radio"/> No	
If Yes , the licensee must complete Form LCC-207 and submit with this application. <i>No alcoholic beverages may be used as part of any contest or as a prize for a contest. No licensee may provide anything of value from another licensee without prior Commission approval.</i>	

Part 6 - Temporary Extended Hours Permit Information

<ul style="list-style-type: none">Licensees that currently hold an Extended Hours Permit in conjunction with a Dance or Entertainment Permit at the licensed premises <u>do not</u> need to request a Temporary Extended Hours Permit for use with a Temporary Outdoor Service area.
1. Select the permit type that requires a Temporary Extended Hours Permit*: <input type="checkbox"/> Dance Permit <input type="checkbox"/> Entertainment Permit
2. List the dates and hours requested for a Temporary Extended Hours Permit:

Part 7 - Temporary Specific Purpose Permit Information

<ul style="list-style-type: none">Licensees that currently hold a Specific Purpose Permit for an approved purpose at the licensed premises <u>do not</u> need to request a Temporary Specific Purpose Permit for the same purpose for use with a Temporary Outdoor Service area.A Temporary Specific Purpose Permit requires a recommendation from the local law enforcement agency that has primary jurisdiction over the licensed premises. The local law enforcement agency must complete Part 8 of this application.
1. Indicate the activity that requires extended hours* (e.g. food service):
2. List the dates and hours requested for a Temporary Specific Permit:

*Hours of Operation

Weekdays and Saturdays - Beer, wine, and spirits may be sold from 7:00 a.m. to 2:00 a.m. of the next day, provided that the sale of spirits is legal in the governmental unit where the license is desired.

Sundays - Legal hours of sale on Sundays are from 7:00 a.m. until 2:00 a.m. of the next day, provided the sale of alcoholic beverages on Sunday is legal in the governmental unit and the appropriate permit has been approved by the Commission and the permit has been issued.

Part 8 - Local Law Enforcement Recommendation for Temporary Outdoor Service and Temporary Specific Purpose Permit

The local law enforcement agency with primary jurisdiction over the event location must complete this section.

Name of law enforcement agency:		
Address of law enforcement agency:		
Phone number of officer:	Email of officer:	
I certify that I have reviewed this application and recommend the approval of the Temporary Outdoor Service or Temporary Specific Purpose Permit by the Michigan Liquor Control Commission.		
Print Name & Title of Reviewing Officer:	Signature of Reviewing Officer	Date

Part 9 - Signature of Licensee

If approved, the license shall not sell, or allow the consumption of alcoholic beverage outdoors, except in the defined area, under administrative rule R 436.1419.

If approved, the licensee shall provide service of alcoholic beverages in the outdoor area only by wait staff servicing the tables, unless the licensee uses an approved additional bar in the area where customers may obtain their alcoholic beverages from a bartender using a currently authorized additional bar or receiving approval by the Commission for a new Additional Bar Permit.

Refrigeration trucks and/or trailers cannot include an alcoholic beverage logo and must be rented by the licensee from a non-wholesale company. If the refrigeration truck/trailer allows customer access to obtain alcoholic beverages, an Additional Bar Permit must be obtained unless an existing Additional Bar Permit will be utilized.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. Approval of this application by the Michigan Liquor Control Commission does not waive any of these requirements. The licensee must obtain all other required state and local licenses, permits, and approvals for this business before using this license for the sale of alcoholic liquor on the licensed premises.

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing false or fraudulent information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

Submit this application, all required documents, and a \$70.00 inspection fee at least 10 days at least ten (10) days in advance of your event for your request to be considered by the Commission. Make check payable to State of Michigan.

<u>Shelly Thibault owner</u>	<u>[Signature]</u>	<u>5-12-22</u>
Print Name of Licensee & Title	Signature of Licensee	Date

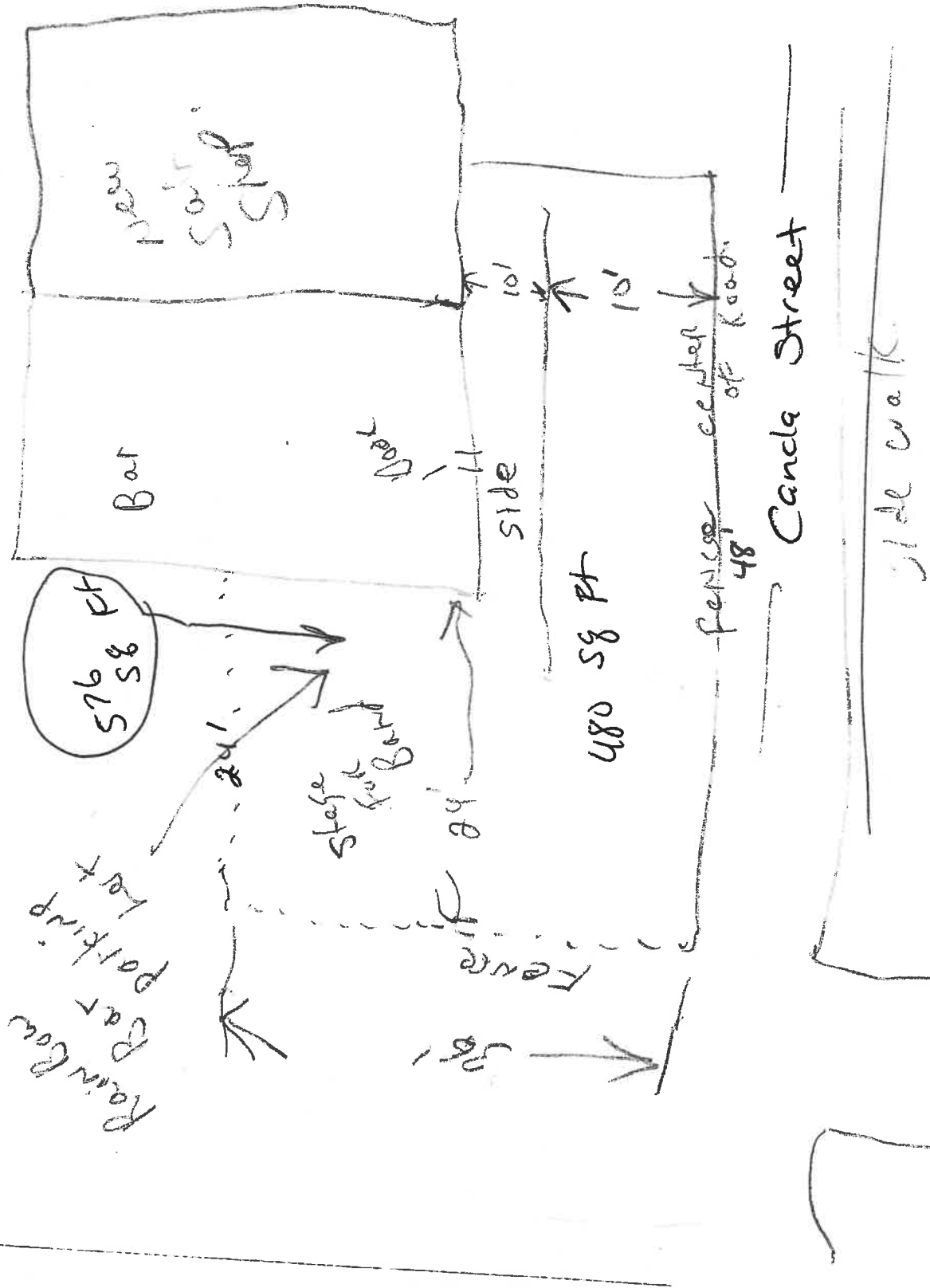
Please return this completed form along with corresponding documents and fees to:

Michigan Liquor Control Commission

Mailing address: P.O. Box 30005, Lansing, MI 48909

Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933

Fax to: 517-373-4202



1069

Policy #406

CITY OF ISHPERING

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 Haycocks Inc DBA Bruggies Phone 362-9035

Organization Address 106 N 2nd St Ishpeming, MI

Organization's Agent Kyle Rundman Phone 362-9035

Agent's Title President

Agent's Address 2245 W Grove St Marquette, MI 49855

Event Name Independence day Celebration

Event purpose Celebrate Independence Day

Event Dates 7-1 through 7-4

Event Times Noon - 2am daily

Event Location 2nd street outdoor seating outside Bruggies

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 _____

Next year's Specific Dates: _____

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

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

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

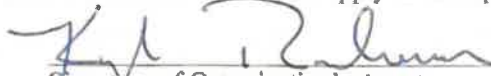
6. Other Requests: _____

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

- a. A certificate of Insurance must be provided which names the City of Ishpeming as an additional named insured party on the policy.
- b. Event organizers and participants will be required to sign Indemnification Agreement forms.
- c. All food vendors must be approved by the Marquette County Health Department and each food vendor must provide the City with a Certificate of Insurance which names the City as an additional named insured on the policy.
- d. All liquor vendors must obtain a liquor license for the event which must be approved by the Michigan Liquor Control Commission and must provide the City with a Certificate of Insurance which names the City as an additional named insured on the policy.
- e. The approval of this special event may include additional requirements based on the City's review of this application in accordance with the City's Special Event Policy. The event will be operated in conformance with the written confirmation of approval.
- f. The organization will provide a security deposit for the estimated fees as may be required by the City and will promptly pay any billing for City services which may be rendered.

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

5/16/22
Date


Signature of Organization's Agent

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

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



Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Toll-Free: 866-813-0011 - www.michigan.gov/lcc

Business ID: _____

Request ID: _____

Temporary Authorization Application

(For MLCC Use Only)

(Authorized by R 436.1023(2),(3), R 436.1403(2), R 436.1407, and R 436.1419)

*****This application, all required documents, and a \$70.00 inspection fee must be submitted at least ten (10) days in advance of your event for your request to be considered by the Commission.*****

Part 1 - Licensee Information

Individuals, please state your legal name. Corporations or Limited Liability Companies, please state your name as it is filed with the State of Michigan Corporation Division.

Licensee name(s): <u>Hay Bo Par Inc</u>		
Address: <u>106 N 2nd St</u>		
City: <u>Ishpeming</u>	Zip Code: <u>49849</u>	
Contact name: <u>Kyle Rundman</u>	Phone: <u>900-362-9035</u>	Email: <u>Brogies Bar@gmail.com</u>

☐ \$70.00 Inspection Fee - Make Check Payable to State of Michigan MLCC Use - Fee Code 4037

Part 2 - Temporary Authorizations Available

A licensee may request up to twelve (12) daily authorizations for each type of temporary authorization in a calendar year. A conditional licensee is not eligible for a temporary permit pursuant to MCL 436.1525(6). Select all that apply to this application:

<input checked="" type="checkbox"/> Temporary Outdoor Service Permit - Complete Parts 3, 8, and 9	<input type="checkbox"/> Temporary Extended Hours Permit - Complete Parts 6 and 9
<input type="checkbox"/> Temporary Dance Permit - Complete Parts 4 and 9	<input type="checkbox"/> Temporary Specific Purpose Permit - Complete Parts 7, 8, and 9
<input type="checkbox"/> Temporary Entertainment Permit - Complete Parts 5 and 9	

Part 3 - Temporary Outdoor Service Permit Information

A Temporary Outdoor Service Permit requires a recommendation from the local law enforcement agency that has primary jurisdiction over the licensed premises. **The local law enforcement agency must complete Part 8 of this application.**

Date(s) of event: <u>7/1 - 7/4</u>	Describe event: <u>Fourth of July Celebration</u>
Date(s) of event:	Describe event:
Date(s) of event:	Describe event:

1. Check below if the event(s) listed above will include any of the following:

☐ Dancing ☐ Contests ☐ Tournaments ☐ Classic Cars ☐ Motorcycles ☐ Concerts ☐ Festivals

2. List the exact dimensions of the proposed area:

Submit a diagram of the outdoor area with application

30 feet X 30 feet = 900 square feet
Width Length

3. Describe type and height of the barrier that will be used to enclose the area:

6 Ft Snow Fence

4. Will the proposed outdoor service area be connected to the licensed premises?

☒ Yes ☐ No

If No, what is the distance from the licensed premises to the proposed area?

 feet

5. Is the entrance/exit point(s) for the proposed area through the licensed premises?

☐ Yes ☒ No

6. Are there any dedicated streets or intervening property between proposed area and the licensed premises?

☐ Yes ☒ No

7. Describe type of security that will be used for event(s) and how it will be utilized to secure and monitor to prevent sales to minors and visibly intoxicated persons:

Part 3 Continued - Temporary Outdoor Service Permit Information

8. Is the location of the proposed area owned, rented, or leased by the licensee?	<input type="radio"/> Yes <input checked="" type="radio"/> No
If No, submit a lease or written permission which grants the licensee the use of the proposed area. <i>*Submit written permission from a city, township, or village if the proposed area is located on municipally-owned property*</i>	
9. Is the proposed area located in the same local governmental unit as the licensed premises?	<input checked="" type="radio"/> Yes <input type="radio"/> No
If No, please explain:	
10. Does the licensee currently hold an Additional Bar Permit that will be utilized in the proposed area?	<input checked="" type="radio"/> Yes <input type="radio"/> No
If No, the licensee will be restricted to providing only table service in the proposed area unless a new Additional Bar Permit has been requested by the licensee and approved by the Commission. <i>This requirement applies only to Class C or B-Hotel licenses.</i>	

Part 4 - Temporary Dance Permit Information

<ul style="list-style-type: none">• Licensees that currently hold a Dance Permit at the licensed premises <u>do not</u> need to request a Temporary Dance Permit for dancing in a Temporary Outdoor Service area.• The dance floor must be at least 100 square feet, be clearly marked, and shall not have tables, chairs, or other obstacles on the dance floor while customers are dancing.
1. List the dates requested for a Temporary Dance Permit:

Part 5 - Temporary Entertainment Permit Information

<ul style="list-style-type: none">• Licensees that currently hold a Entertainment Permit at the licensed premises <u>do not</u> need to request a Temporary Entertainment Permit for entertainment in a Temporary Outdoor Service area.• A Temporary Entertainment Permit does not allow for topless activity on the licensed premises.
1. List the dates requested for a Temporary Entertainment Permit:
2. Describe the type of entertainment provided:
3. Will the entertainment provided under the Temporary Entertainment Permit include a contest with prizes totalling over \$250.00 in retail value?
<input type="radio"/> Yes <input checked="" type="radio"/> No
If Yes, the licensee must complete Form LCC-207 and submit with this application. <i>No alcoholic beverages may be used as part of any contest or as a prize for a contest. No licensee may provide anything of value from another licensee without prior Commission approval.</i>

Part 6 - Temporary Extended Hours Permit Information

<ul style="list-style-type: none">• Licensees that currently hold an Extended Hours Permit in conjunction with a Dance or Entertainment Permit at the licensed premises <u>do not</u> need to request a Temporary Extended Hours Permit for use with a Temporary Outdoor Service area.
1. Select the permit type that requires a Temporary Extended Hours Permit*: <input type="checkbox"/> Dance Permit <input type="checkbox"/> Entertainment Permit
2. List the dates and hours requested for a Temporary Extended Hours Permit:

Part 7 - Temporary Specific Purpose Permit Information

<ul style="list-style-type: none">• Licensees that currently hold a Specific Purpose Permit for an approved purpose at the licensed premises <u>do not</u> need to request a Temporary Specific Purpose Permit for the same purpose for use with a Temporary Outdoor Service Permit.• A Temporary Specific Purpose Permit requires a recommendation from the local law enforcement agency that has primary jurisdiction over the licensed premises. The local law enforcement agency must complete Part 8 of this application.
1. Indicate the activity that requires extended hours* (e.g. food service):
2. List the dates and hours requested for a Temporary Specific Purpose Permit:

*Hours of Operation

Weekdays and Saturdays - Beer, wine, and spirits may be sold from 7:00 a.m. to 2:00 a.m. of the next day, provided that the sale of spirits is legal in the governmental unit where the license is desired.

Sundays - Legal hours of sale on Sundays are from 7:00 a.m. until 2:00 a.m. of the next day, provided the sale of alcoholic beverages on Sunday is legal in the governmental unit and the appropriate permit has been approved by the Commission and the permit has been issued.

Part 8 - Local Law Enforcement Recommendation for Temporary Outdoor Service Permit and Temporary Specific Purpose Permit
The local law enforcement agency with primary jurisdiction over the event location must complete this section.

Name of law enforcement agency: <u>Ishpeming Police Dept</u>		
Address of law enforcement agency: <u>100 S Lake St Ishpeming, MI 49849</u>		
Phone number of officer:	Email of officer:	
I certify that I have reviewed this application and recommend the approval of the Temporary Outdoor Service Permit or Temporary Specific Purpose Permit by the Michigan Liquor Control Commission.		
Print Name & Title of Reviewing Officer:	Signature of Reviewing Officer	Date

Part 9 - Signature of Licensee

If approved, the license shall not sell, or allow the consumption of alcoholic beverage outdoors, except in the defined area, under administrative rule R 436.1419.

If approved, the licensee shall provide service of alcoholic beverages in the outdoor area only by wait staff servicing the tables, unless the licensee uses an approved additional bar in the area where customers may obtain their alcoholic beverages from a bartender using a currently authorized additional bar or receiving approval by the Commission for a new Additional Bar Permit. This requirement applies only to Class C or B-Hotel licenses.

Refrigeration trucks and/or trailers cannot include an alcoholic beverage logo and must be rented by the licensee from a non-wholesale company. If the refrigeration truck/trailer allows customer access to obtain alcoholic beverages, an Additional Bar Permit must be obtained unless an existing Additional Bar Permit will be utilized.

Pursuant to MCL 436.1525(6), a conditional license must only include any existing permits and approvals held in connection with the seller's existing license. A conditional licensee is not eligible for a temporary permit pursuant to MCL 436.1525(6).

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. Approval of this application by the Michigan Liquor Control Commission does not waive any of these requirements. The licensee must obtain all other required state and local licenses, permits, and approvals for this business before using this license for the sale of alcoholic liquor on the licensed premises.

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing false or fraudulent information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

Submit this application, all required documents, and a \$70.00 inspection fee at least ten (10) days in advance of your event for your request to be considered by the Commission. Make check payable to State of Michigan.

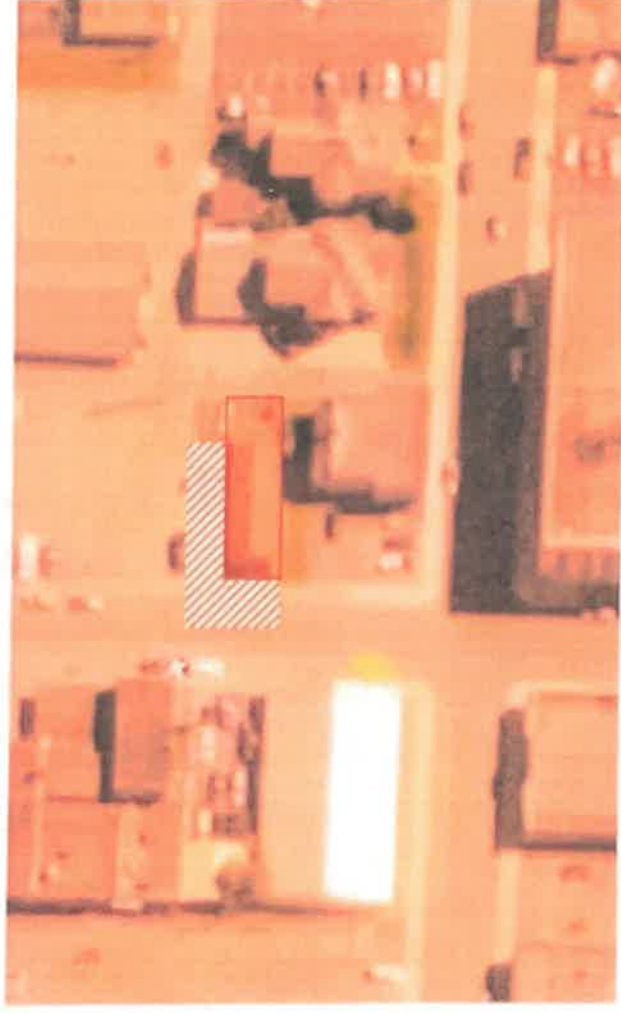
<u>Kyle Rudman, President</u>	<u>Kyle Rudman</u>	<u>5/16/22</u>
Print Name of Licensee & Title	Signature of Licensee	Date

Please return this completed form along with corresponding documents and fees to:
Michigan Liquor Control Commission
Mailing address: P.O. Box 30005, Lansing, MI 48909
Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933
Fax to: 517-284-8557

Request for Support from
City:

- Block 2 – 3 Parking spaces immediately in front of our establishment
- Allow use of the green space (owned) for outside area combined with the parking spaces.

OR
• Block off street like
previous year





11(a)

Iron Ore Heritage Recreation Authority
102 W. Washington Street, #232
Marquette, MI 49855

This Permit will serve to grant permission for the State of Michigan and the local trail sponsor, Iron Ore Heritage Recreation Authority, to maintain/sign and operate at minimum a 65" wide corridor as a restricted ORV route over the existing corridor, across a portion of the properties in the County of Marquette, State of Michigan, as described below:

Owner _____ City of Ishpeming _____

Street Address _____ 100 E. Division Street _____

City _____ Ishpeming _____

Telephone Number _____ 906-485-1091 _____

Parcels and Property Description: Parcel #/ Quarter Section/ Section/ Township/ Range

1. 52-51-711-001-00, 52-51-702-015-00, 52-51-012-00, 52-51-702-011-00, 52-51-703-016-00, 52-51-730-054-00, 52-51-730-055-00, 52-52-709-001-00, 52-52-710-063-30

Terms and Conditions:

This permit will be restricted to ORV use between the dates of *April 1st and December 1st*. This permit will expire on *December 1st* of each year and will automatically renew on *April 1st* of each year.

The right-of-way ORV route shall be open to the general public for ORV use. The route will be marked with appropriate signs not affixed to any trees with nails, screws, or staples. All signs will be removed if this permit is terminated by either party.

A liability policy supplied by the Grantee will cover use of the trail during the above specified time and only for the areas described within. The liability insurance shall be for a minimum of \$1,000,000 and must be in force from April 1st through November 30th of each year.

Dated this _____ day of _____

Witness:

Property Owner:

[illegible]

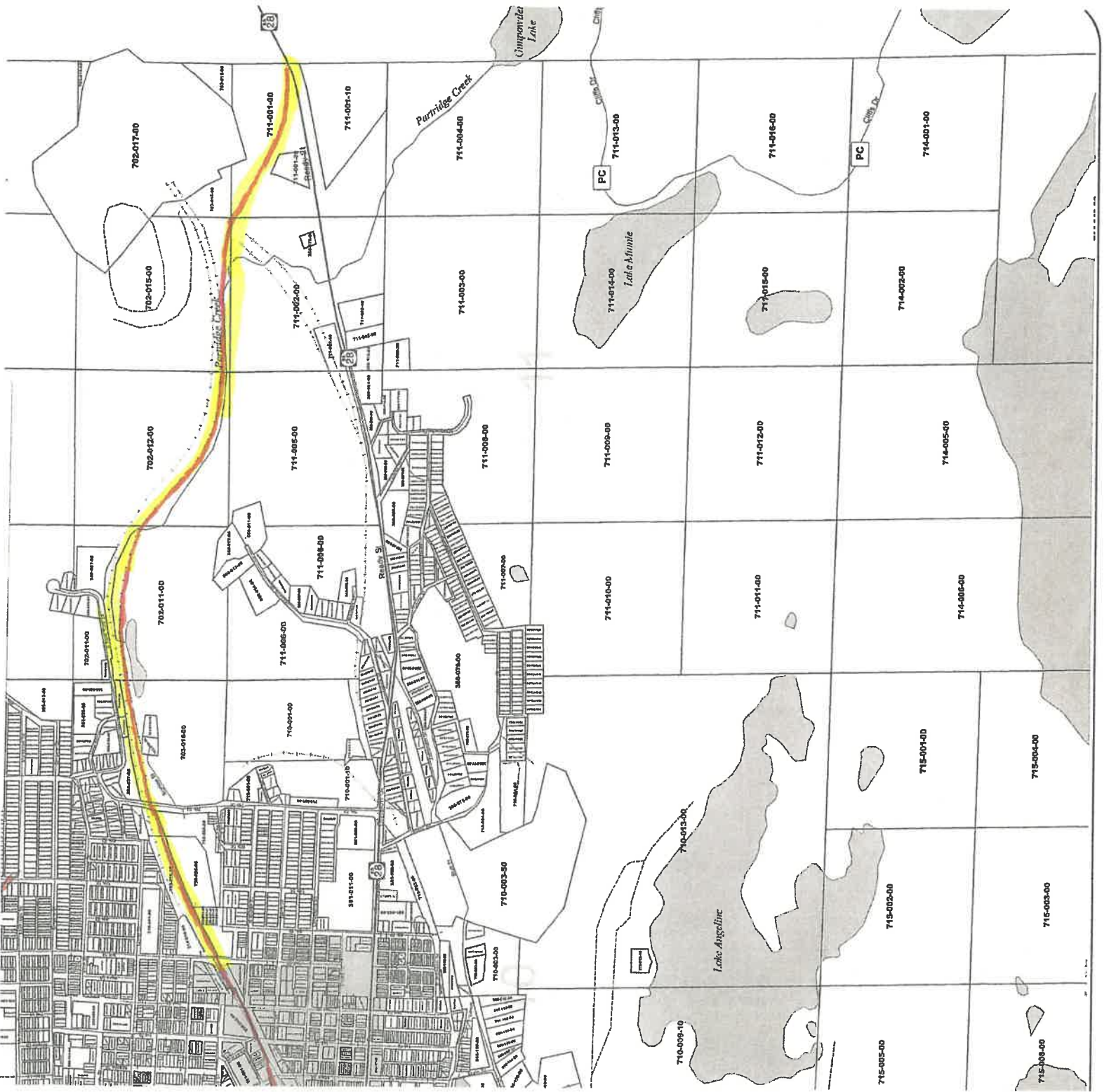


EXHIBIT A

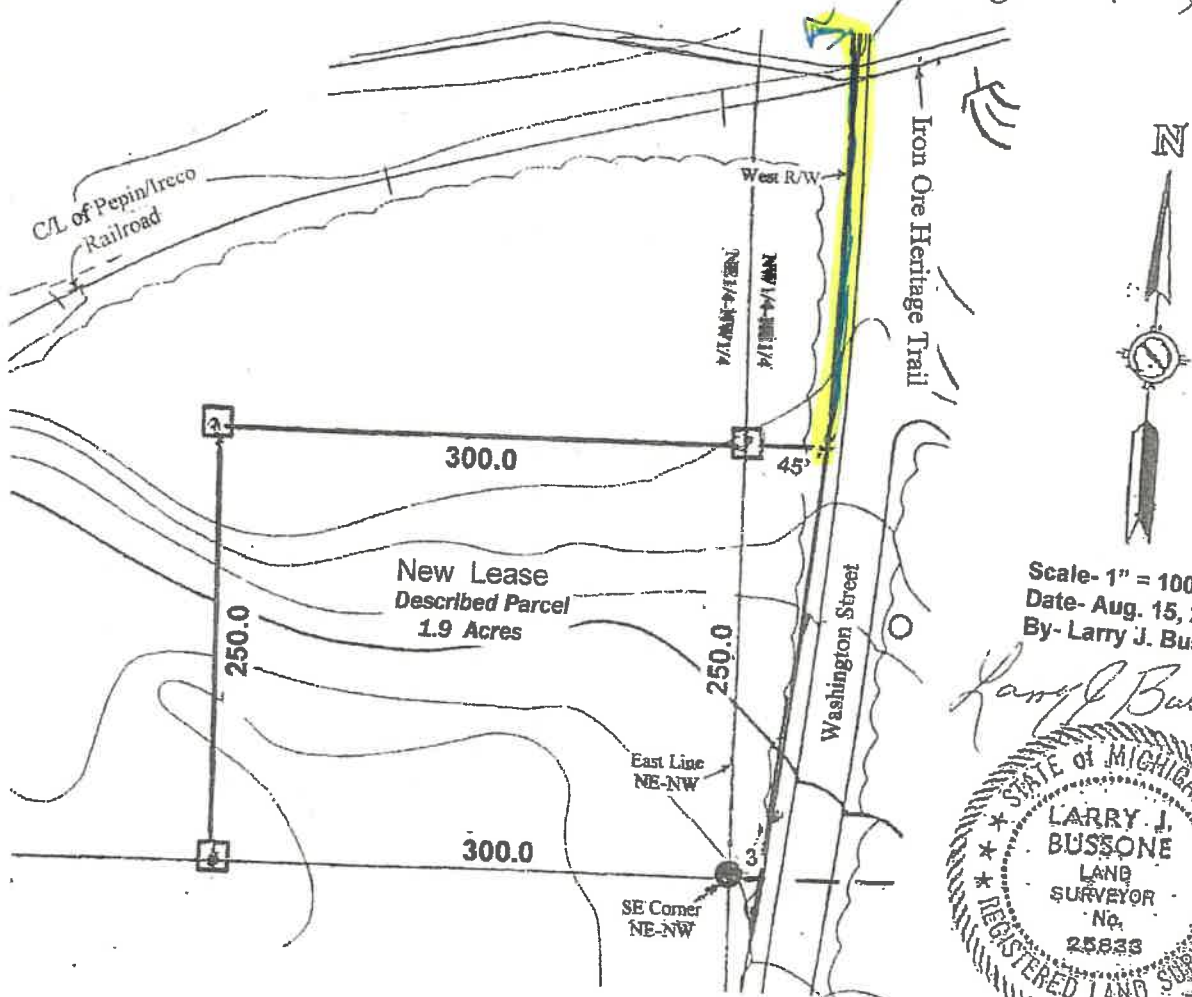
ORV Parking Lot

11(b)

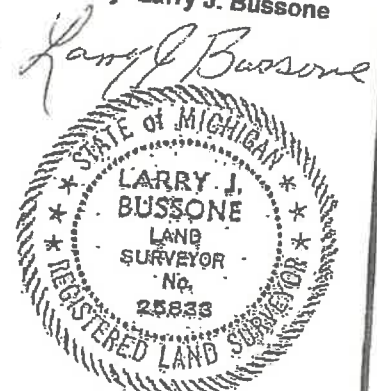
LEASE EXHIBIT MAP

PREPARED FOR: Iron Ore Heritage Recreation Authority
Parcel in the NW1/4-NE1/4 & NE1/4-NW1/4 of Section 16,
in T.47 N., R.27 W. in the City of Ishpeming

proposed connecting route to trail



Scale- 1" = 100
Date- Aug. 15, 2021
By- Larry J. Bussone



LEGAL DESCRIPTION:

All that part of the South Two Hundred Fifty feet of the East Three Hundred feet of the of the Northeast Quarter of the Northwest Quarter (NE1/4-NW1/4) and the South Two Hundred Fifty feet of the Northwest Quarter of the Northeast Quarter (NW1/4-NE1/4), lying West of Washington Street all in Section Sixteen (16), in T.47 N., R.27 W. in the City of Ishpeming, Marquette County, Michigan. Said Parcel contains 1.9 Acres more or less

LEGEND:

- 1) ● = Found Iron
- 2) ○ = Set 1/2"x 18" Iron
- 3) △ = Found Other
- 4) □ = No Iron Set

NOTE:

- 1) All dimensions are in feet.
- 2) Parcel will be part of the IOHT..
- 3) Parcel access from Washing Street.

12

AMENDMENT TO ORDINANCES OF
THE CITY OF ISHPERING, CHAPTER 8-100

The City of Ishpeming, Michigan ORDAINS:

That Chapter 8-100 of the Ordinances of Ishpeming, Michigan, also known as the Zoning Ordinance, shall be, and the same hereby is, amended in order to change SECTION 9.2, the Official Zoning Map, as follows:

REPEALER

That certain parcel of land in the City of Ishpeming described as:

Lot One (1) of Block Thirteen (13) of Excelsior Iron Company's Second Addition to the City of Ishpeming, PIN: 52-51-213-001-00,

Shall be removed from the GR (General Residential) Zoning District.

This repeal shall be effective as of the effective date of the following Amendment.

AMENDMENT

That certain parcel of land in the City of Ishpeming described as:

Lot One (1) of Block Thirteen (13) of Excelsior Iron Company's Second Addition to the City of Ishpeming, PIN: 52-51-213-001-00,

Shall be added to the GC(General Commercial) Zoning District.

The above Ordinance Amendments shall be published as required by law, and shall be effective seven (7) days after the date of publication.

Upon roll call,

Council members voting aye:

Council members voting nay:

Council members absent:

WHEREUPON, these Ordinance Amendments are declared passed and adopted on this _____ day of _____, 2022.

CITY OF ISHPEMING

By: Lindsay Bean, Its Mayor

Attest:

By: Cathy Smith, Its Clerk

DATE OF PUBLICATION: _____

EFFECTIVE DATE: _____



CITY OF ISHPEMING, MICHIGAN

100 East Division Street • Ishpeming, Michigan 49849 • 906-485-1091

May 10, 2022

Re: RZ 2022-02 UP Your Properties LLC (DBA Ish Creamery) Re-zoning Request

Dear City of Ishpeming Council Members;

At the May 02, 2022 Planning Commission regular meeting a Public Hearing was held for consideration of rezoning a lot (407 N. Third St.) from GR (General Residential) to GC (General Commercial), formerly Town and Country Real Estate. This parcel had been used Commercially from 1928 (Filling Station) thru at least 3 Real Estate offices. The Residential zoning was traced back to the 1984 Zoning Map. Planning Commissioners felt that the long-term Commercial Use of the parcel would be reflected more properly by the General Commercial zoning district designation.

At the conclusion of the Public Hearing, the following motion was unanimously recommended, by a vote of 7 Ayes and 0 nays, to the Ishpeming City Council, that;

PIN 52-51-213-001-00 described as;

Lot One (1) of Block Thirteen (13) of Excelsior Iron Company's Second Addition to the City of Ishpeming be re-zoned from GR (General Residential) to the GC (General Commercial) Zoning District.

Alan K. Pierce, Zoning Administrator

AKP:alp

Cc. City Manager, City Clerk, City Attorney



*The City of Ishpeming is an equal opportunity provider/employer.
Auxiliary aids and service are available upon request to individuals with disabilities.*

HOME OF THE U.S. SKI AND SNOWBOARD HALL OF FAME

CITY OF ISHPEMING

RECREATION PLAN AGREEMENT | JUNE 2022

This scope of work describes the elements of the City of Ishpeming 5-year Recreation Plan. Modifications can be made, based upon mutual agreement between the City and the CUPPAD Regional Commission.

CUPPAD will assist the City with the steps necessary to meet all DNR 5-year recreation plan contents and adoption requirements including public notices, post completion reports, resolutions, public hearing, 30-day public review period notification, plan transmittal to the region and county and submittal to the DNR after adoption for final approval. CUPPAD will provide the City with two hard copies of the draft recreation plan for review and five hard copies of the updated 5-year Recreation Plan after final adoption and DNR approval. CUPPAD will ensure all required steps are taken for approval by the MDNR.

- 1 COMMUNITY DATA** | Description + analysis of demographics as it relates to future recreation considerations; paired with maps and charts to illustrate these values
 - 2 ADMINISTRATIVE STRUCTURE** | Description of decision making bodies associated with the City of Ishpeming's parks and recreation facilities. To include current projected budgets for the City's parks and recreation facilities and source of funds. Special programming and volunteer initiatives included.
 - 3 NATURAL ENVIRONMENT** | Landscape features, soils, vegetation, + wildlife; This section will include several maps
 - 4 RECREATION INVENTORY** | An inventory of existing park resources and associated park open space definitions. Map of current recreation facilities and types included.
 - 5 COMMENTS + ISSUES SCOPING** | Description of planning process and associated public input. Will include a citizen survey conducted by CUPPAD and a public hearing. Distillation of data presented from all sources of input and analysis, a list of community recreation values will be generated.
 - 6 GOALS + OBJECTIVES** | This section will describe the Goals and Objectives for future park and recreation development, maintenance, and programming reflecting on the community recreation values generated in Section 5.
 - 7 ACTION PLAN** | This section will describe how the City intends to meet or work towards meeting the goals and objectives over the next five years. The list of proposed projects will be ranked based on priority and projects will be paired with a rough cost estimate.
 - 8 FUTURE PROJECT VISUALIZATIONS** | This facet of the plan is in addition to the traditional MI DNR Recreation Plan requirements but will aid in generating public excitement and grant application materials for future project funding and installation. As per the CUPPAD discussion with Ishpeming City Manager on May 27th, 2022, the list of future project schematic site plans and renderings would include:
 - 1. An amphitheater/outdoor classroom behind Birchview Elementary School (20hrs)
 - 2. A site restoration plan and the addition of recreation trails at the City of Ishpeming landfill (20hrs)
 - 3. Expansion and upgrading the rustic campground on Malton Road (15hrs)
 - 4. A future ice rink or skating trail within the City (15hrs)
 - 5. Public Pop Up Event to Promote Project Concepts and Gather Feedback all poster prints, display structures, staff, and accessories included (see attached photos; 20hrs)
- Additional Cost (not included in current agreement price total; 90hrs).....**\$5,850.00**

CITY OF ISHPEMING

CONTRACT FOR RECREATION PLAN UPDATE | JUNE 2022

This contract is entered into on June 3rd, 2022 by the City of Ishpeming referred to as the "City" and the Central Upper Peninsula Planning and Development Regional Commission, referred to as the "Regional Commission." This contract pursuant to Act 281 P.A. 1945, as amended, being M.C.L. 125.11 et. seq. is for the completion of a Recreation Plan update for the City by the Regional Commission. The City and Regional Commission, regarding their respective interests, hereby agrees that:

1. The Regional Commission shall prepare the Recreation Plan update in accordance with the Scope of Work. Said Scope of Work shall be attached to and made part of this contract. The work specified and the products specified in the attached Scope of Work shall be undertaken beginning July 1st, 2022, and completed by February 1st, 2023.
2. The Regional Commission shall work to complete the Recreation Plan at a cost of no more than **\$6,370**. Three hard copies of the recreation plan will be included at no additional cost (this features 2 draft copies for community review). One digital copy shall be provided to the City as well.
3. The City and Regional Commission hereby agree to comply with all applicable local, state, or federal ordinances, statutes or regulations.
4. In the event that a portion of this contract shall be deemed to be in conflict with local, state, or federal ordinances, statutes, or regulations, the remainder of the contract shall be considered valid and shall remain in effect.
5. The contract may be amended in whole or in part at any time by written agreement of the City and the Regional Commission.
6. The contract was based on time and materials including travel for a period of 98 hours. In the event that this project exceeds 98 hours, the contract may be subject to renegotiation.
7. The contract was based on completion of project scope as detailed in the attached Recreation Plan Agreement document. All proposed materials will be completed to the satisfaction of the City and be submitted to the Michigan DNR prior to submitting final payment request.

CUPPAD Regional Commission | By _____ Date _____
Title | Executive Director

City of Ishpeming | By _____ Date _____
Title | City Manager

POP-UP EVENT EXAMPLE | JUNE 2022



In 2036 Escanaba will be an attractive community with a **vibrant and bustling downtown** that has a strong connection to the waterfront. The City will have well maintained, **sustainable infrastructure** and a diverse economic base that affords residents with a high standard of living. The City will be **friendly to pedestrians and cyclists** and home to high-quality schools, **tree lined streets** and an accessible shoreline.



Why invest in a Walkable Community?

Resilient Ludington Main Street Concepts



* Source | Urban Street Design Guide, National Association of City Transportation Officials

CUPPAD

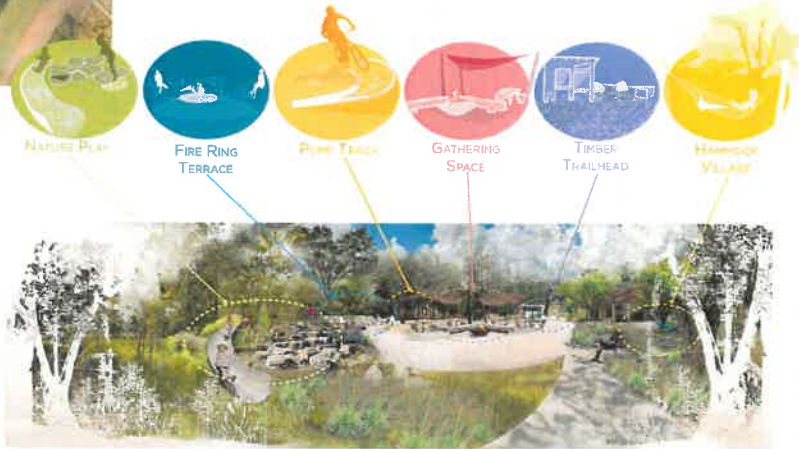
EXAMPLE PROJECT WORK | JUNE 2022

WINMAN PARK



- 1 **TERRACED FIRE RING**
Three tier sandstone block seating area with circular stone patio and fire ring
- 2 **NATURE PLAY SPACE**
Earthen mound featuring a rope climber, sandstone steps, and embankment slide
- 3 **PUMP TRACK**
Upgraded and expanded pump track with seating for spectators
- 4 **SHADE GATHERING SPACE**
Summer sun shades with movable tables, benches and central fire ring
- 5 **TIMBER TRAILHEAD**
Entry kiosk featuring trail signage and information to help plan your day on the trails
- 6 **HAMMOCK VILLAGE**
Planting space with shade trees and hammock hanging posts to relax

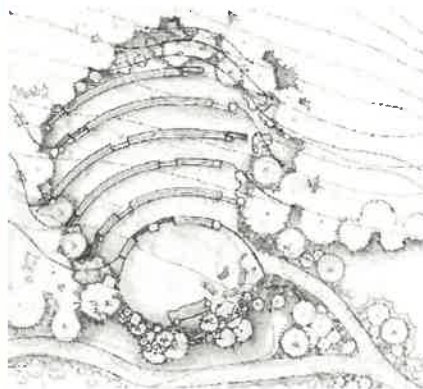
Park Site Plan + Rendering



Campground + Restoration Projects



Actual Restoration Project



Amphitheater Projects

(Image RH) A small amphitheater designed and constructed for the Oregon Exposition Center

designed and built custom LED light fixtures for several amphitheater projects

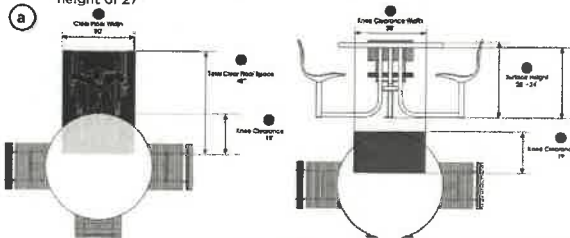


EXAMPLE PROJECT WORK | JUNE 2022

Accessible + Inclusive Design Elements

PICNIC TABLES

Accessible picnic tables include a minimum 36" clear ground space around each, minimum 19" knee clearance depth and a minimum knee clearance height of 27"



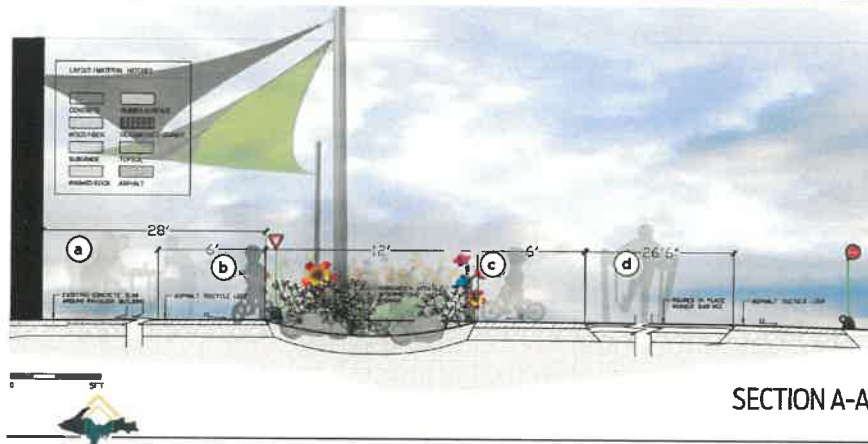
TRICYCLE LOOP

Six foot wide accessible tricycle loop can be enjoyed on foot or with any other wheeled device. Free of obstructions + surfaced with asphalt.



SENSORY ITEMS + INTERPRETIVE SIGNAGE

A combination of interpretive signage and sensory stimulating elements integrated into the native planting areas along the accessible pathway. Mounted at variable heights to accommodate all ages and modes of transport.



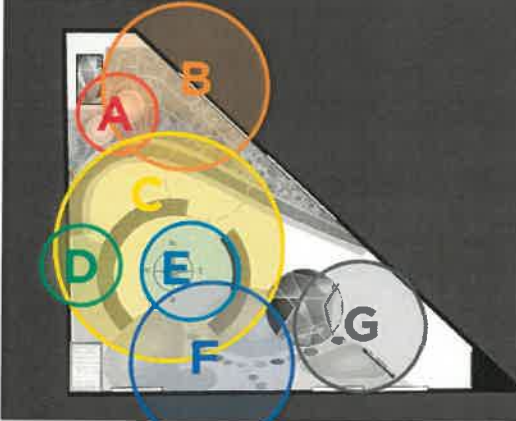
EXERCISE NODE
Several exercise equipment pieces to accommodate users of all ages and ability levels. Installed in poured in place rubber surface and at least one feature accessible via wheelchair.

SECTION A-A'

CUPPAD | Ford River Township Park

Outdoor Classroom Schematic Design + Rendering

PROGRAMMING DIAGRAM



- A** DANDELION WIND SCULPTURES
- B** BIRD, BUTTERFLY + BEE GARDEN
- C** OUTDOOR CLASSROOM SPACE
- D** COLORFUL MURAL
- E** COMPASS INLAY + PRESENTATION SCREEN
- F** PLAYFUL TOPOGRAPHY
- G** LIFESIZE ANIMALS AND MUSIC

SCHEMATIC PLAN AND SECTION

PERSPECTIVE RENDERING





Consulting
Engineers and
Scientists

March 23, 2022
Proposal No. 610043

Mr. Craig Cugini
Ishpeming City Manager
100 E. Division Street
Ishpeming, Michigan 49849

RE: Proposal for the Teal Lake Water Trail Project, Teal Lake, City of Ishpeming, Marquette County, Michigan

Dear Mr. Cugini:

GEI Consultants of Michigan, P.C. (GEI) is pleased to provide the City of Ishpeming (City) with this proposal for engineering services for the Teal Lake Water Trail project located at the above referenced location. This proposal outlines our understanding of the project, scope of services, assumed project schedule, assumptions, and project fees.

Project Understanding

The project is funded through a State recreational grant and City dollars in conjunction with the City of Negaunee. GEI has worked with the City on this project through the grant application process and is familiar with the goals which are described below:

Teal Lake Water Trail

This proposed project would create a universally accessible water trail between the Al Quaal Recreation Area and the Teal Lake Beach in the City of Negaunee. Both the west and east sides of the lake will receive a new accessible kayak launch and pedestrian access from nearby parking areas.

Scope of Services

Based on our understanding of the projects, we have developed the following scope of services:

Topographic Survey

GEI intends to complete a topographic survey and prepare a 3-Dimensional model of the park property, parcel and utility information will be collected using publicly available data. Above ground data will be collected with an unmanned aerial system (UAS), often referred to as drone as well as an RTK-GPS. The UAS will collect georeferenced photographs which will be utilized along with survey ground control points to generate a high resolution ortho-mosaic of the project areas, 3-dimensional virtual model, detailed point cloud, and elevation contours at a 1-foot interval in Drone Deploy and AutoCAD Civil 3D software. The information collected and generated will be used to create a CAD based base map in AutoCAD Civil 3D. This base map will allow for accurate planning of the park spaces and layout as well as calculating accessible route grades.

Design

GEI staff will meet with the City team to further understand the goals of the project and develop clear lines of communication for moving forward. Based on this meeting, GEI will develop layouts utilizing the base map created in the prior task for City review. Construction plans and technical specifications will be prepared for the project.

We assume the final projects will not significantly differentiate from grant submittal narratives and drawings.

Construction Services

GEI will prepare bidding documents for the project including general specifications. We will advertise the project through the local builder's exchange and collect bids. We will review collected bids and make a recommendation to the City for a Contractor.

Once the project is awarded to a Contractor, GEI will host a preconstruction meeting at the project site with the City and Contractor. During construction, GEI will make weekly visits to the site to verify progress and that the visible work conforms to the plans and specifications. We will have a field technician provide soil density testing and concrete quality control testing with three trips assumed during construction.

Grant Administration

GEI will work with the City to prepare grant status updates and provide project closeout documentation.

Project Terms

The proposed scope of services outlined above will be performed on a lump sum fee of **\$12,400**. If additional services are required or requested beyond those described above, services will be performed on an accrued time-and-expense basis in accordance with our standard fee schedule, and prior approval by the City will be required.

GEI proposes to perform these services in accordance with our attached Professional Services Agreement. A fully executed agreement will serve as our notice to proceed.

Project Schedule

GEI anticipates the project schedule detailed in the table below:

Milestone	Anticipated Completion Date
Notice of Award	March 31, 2022
Project Kick-off	Completed
UAS Survey	April 2022
Preliminary Design	April/May 2022
Final Submittal	May 2022

We thank you for the opportunity to submit our proposal for this project. Should you have any questions or require additional information, please contact George Meister at (906) 662-4747.

Sincerely,

GEI CONSULTANTS OF MICHIGAN, P.C.



Isaac Roberts, P.E.
Project Manager



George Meister, P.E.
Senior Project Engineer

Attachments:

1. Professional Services Agreement
2. Fee Schedule

Standard Professional Services Agreement Instructions for Use

1. AGREEMENT

This Agreement is made and entered into by and between

GEI Consultants of Michigan, P.C.

109 W. Baraga Avenue, Marquette, Michigan 49855

City of Ishpeming

100 E. Division Street, Ishpeming, Michigan 49866

and

By this Agreement, the parties do mutually agree as follows:

2. SCOPE OF SERVICES

GEI shall perform the services described herein and in **Exhibit A**.

3. EFFECTIVE DATE

The effective date of this Agreement shall be the latter of the acceptance dates indicated in Article 16, Acceptance. Acceptance of this Agreement by both parties shall serve as GEI's Notice to Proceed with the services described in **Exhibit A**.

4. FORCE MAJEURE

- a) Force Majeure "Event of Force Majeure" means an event beyond the control of GEI and CLIENT, which prevents a Party from complying with any of its obligations under this Agreement, including but not limited to, acts of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods, epidemics, war, hostilities, acts of terrorism, riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of GEI or its subcontractors.
- b) Neither CLIENT nor GEI shall be considered in breach of this Agreement to the extent that performance of their respective obligations (excluding payment obligations) is prevented by an event of Force Majeure. Either CLIENT or GEI shall give written notice to the other upon becoming aware of an Event of Force Majeure.

5. COMPENSATION

- a) CLIENT agrees to pay GEI in accordance with the payment terms provided in **Exhibit B** but in no event later than thirty (30) days of CLIENT's receipt of invoice.
- b) GEI will submit invoices monthly or upon completion of a specified scope of service in accordance with GEI's standard invoicing practices, or as otherwise provided in **Exhibit B**.
- c) Payment is due upon receipt of the invoice. Payments will be made by either check or electronic transfer to the address specified by GEI, and will reference GEI's invoice number.
- d) Interest will accrue at the rate of 1% per month of the invoiced amount in excess of thirty (30) days past the invoice date, or as otherwise provided in **Exhibit B**.
- e) In the event of a disputed or contested invoice, only that portion so contested will be withheld from payment, and the undisputed amounts will be paid.

6. PERFORMANCE STANDARDS

- a) GEI will perform its services under this Agreement in a manner consistent with that degree of skill and care ordinarily exercised by members of GEI's profession currently practicing in the same locality under similar conditions. GEI makes no other representations and no warranties, either express or implied, regarding the services provided hereunder.
- b) GEI shall correct deficiencies in services or documents provided under this Agreement without additional cost to CLIENT; except to the extent that such deficiencies are directly attributable to deficiencies in CLIENT-furnished information.

- c) Unless otherwise specifically indicated in writing, GEI shall be entitled to rely, without liability, on the accuracy and completeness of information provided by CLIENT, CLIENT's consultants and contractors, and information from public records, without the need for independent verification.
- d) CLIENT agrees to look solely to the manufacturer or provider to enforce any warranty claims arising from any equipment, materials or other goods provided as a component of GEI's services.

7. INSURANCE

- a) GEI will carry the types and amounts of insurance in the usual form as provided in **Exhibit C**.
- b) Upon written request of CLIENT, GEI will furnish Certificates of Insurance indicating the required coverages and conditions.

8. ALLOCATION OF RISKS

- a) Indemnification. To the fullest extent permitted by law, GEI agrees to indemnify and hold CLIENT harmless from and against liabilities, claims, damages, and costs (including reasonable attorney's fees) to the extent caused by the negligence or willful misconduct of GEI in the performance of services under this Agreement.
- b) Limitation of Liability. To the fullest extent permitted by law, the total liability, in the aggregate, of GEI and its officers, directors, employees, agents, and independent professional associates and consultants, and any of them, to CLIENT and any one claiming by, through or under CLIENT, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to GEI's services, the project, or this Agreement, will not exceed the total compensation received by GEI under the specific applicable project and/or task order, or Fifty Thousand Dollars (\$50,000) whichever is less. This limitation will apply regardless of legal theory, and includes but is not limited to claims or actions alleging negligence, errors, omissions, strict liability, breach of contract, breach of warranty of GEI or its officers, directors, employees, agents, or independent professional associates or consultants, or any of them. CLIENT further agrees to require that all contractors and subcontractors agree that this limitation of GEI's liability extends to include any claims or actions that they might bring in any forum.
- c) Consequential Damages. GEI and CLIENT waive consequential damages, including but not limited to damages for loss of profits, loss of revenues, and loss of business or business opportunities, for claims, disputes, or other matters in question arising out of or relating to this Agreement.

9. CONFIDENTIALITY

- a) Unless compelled by law, governmental agency or authority, or order of a court of competent jurisdiction, or unless required pursuant to a subpoena deemed by GEI to be duly issued, or unless requested to do so in writing by CLIENT, GEI agrees it will not convey to others any proprietary non-public information, knowledge, data, or property relating to the business or affairs of CLIENT or of any of its affiliates, which is in any way obtained by GEI during its association with CLIENT. GEI further agrees to strive to limit, to a "need to know" basis, access by its employees to information referred to above.
- b) Unless compelled by law, governmental agency or authority, or order of a court of competent jurisdiction, or unless required pursuant to a subpoena deemed by CLIENT to be duly issued, CLIENT will not release to its employees or any other parties any concepts, materials, or procedures of GEI deemed by GEI to be proprietary and so explained to CLIENT.

10. OWNERSHIP OF DOCUMENTS

Drawings, diagrams, specifications, calculations, reports, processes, computer processes and software, operational and design data, and all other documents and information produced in connection with the project as instruments of service (Project Documents), regardless of form, will be confidential and the proprietary information of GEI, and will remain the sole and exclusive property of GEI whether the project for which they are made is executed or not. CLIENT retains the right to use Project Documents for the furtherance of the project consistent with the express purpose(s) of the Project Documents, and for CLIENT's information and reference in connection with CLIENT's use and occupancy of the project. Any use of Project

Documents for purposes other than those for which they were explicitly prepared shall be at CLIENT's sole risk and liability. CLIENT agrees to defend, indemnify, and hold GEI harmless from and against any claims, losses, liabilities, and damages arising out of or resulting from the unauthorized use of Project Documents.

11. TERMINATION AND SUSPENSION

- a) This Agreement may be terminated by CLIENT for any reason upon ten (10) days written notice to GEI.
- b) This Agreement may be terminated by GEI for cause upon thirty (30) days written notice to CLIENT.
- c) In the event that this Agreement is terminated for any reason, CLIENT agrees to remit just and equitable compensation to GEI for services already performed in accordance with this Agreement, subject to the limitations given in this Article 11, Termination and Suspension.
- d) In the event Client terminates this Agreement for cause, in determining just and equitable compensation to GEI for work already performed, CLIENT may reduce amounts due to GEI by amounts equal to additional costs incurred by CLIENT to complete the Agreement scope. Such additional costs incurred by CLIENT may include but are not limited to: (1) the additional costs incurred by CLIENT to engage another qualified consultant to complete the unfinished scope; and (2) CLIENT's labor costs and expenses to demobilize and remobilize its personnel to the site to coordinate with the new consultant.
- e) GEI may suspend any or all services under this Agreement if CLIENT fails to pay undisputed invoice amounts within sixty (60) days following invoice date, by providing written notice to CLIENT, until payments are restored to a current basis. In the event GEI engages counsel to enforce overdue payments, CLIENT will reimburse GEI for all reasonable attorney's fees and court costs related to enforcement of overdue payments, provided that CLIENT does not have a good faith dispute with the invoice. CLIENT will indemnify and save GEI harmless from any claim or liability resulting from suspension of the work due to non-current, undisputed payments.

12. DISPUTE RESOLUTION

Both parties agree to submit any claims, disputes, or controversies arising out of or in relation to the interpretation, application, or enforcement of this Agreement to non-binding mediation pursuant to the Rules for Commercial Mediation of the American Arbitration Association, as a condition precedent to litigation or any other form of dispute resolution.

13. GENERAL CONSIDERATIONS

- a) Authorized Representatives. The following individuals are authorized to act as CLIENT's and GEI's representatives with respect to the services provided under this Agreement:

For CLIENT:	Mr. Craig Cugini
	City of Ishpeming
	100 E. Division Street, Ishpeming, Michigan 49866
For GEI:	George Meister
	109 W. Baraga Avenue, Marquette, Michigan 49855

- b) Nothing in this Agreement shall be construed as establishing a fiduciary relationship between CLIENT and GEI.
- c) Notices. Any notice required under this Agreement will be in writing, submitted to the respective party's Authorized Representative at the address provided in this Article 13, General Considerations. Notices shall be delivered by registered or certified mail postage prepaid, or by commercial courier service. All notices shall be effective upon the date of receipt.
- d) Controlling Law. This Agreement is to be governed by the laws of the Commonwealth of Massachusetts.
- e) Survival. All express representations, indemnifications, or limitations of liability included in the Agreement will survive its completion or termination for any reason. However, in no event shall

indemnification obligations extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of repose or statute of limitations.

- f) Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon GEI and CLIENT.
- g) Waiver. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- h) Headings. The headings used in this Agreement are for general reference only and do not have special significance.
- i) Certifications. GEI shall not be required to sign any documents, no matter by whom requested, that would result in GEI having to certify, guaranty, or warrant the existence of conditions or the suitability or performance of GEI's services or the project, that would require knowledge, services or responsibilities beyond the scope of this Agreement.
- j) Third Parties. 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 GEI. GEI's services hereunder are being performed solely for the benefit of CLIENT, and no other entity shall have any claim against GEI because of this Agreement or GEI's performance of services hereunder. CLIENT shall indemnify and hold GEI harmless from any claims by any third parties that arise from the CLIENT's release of any Project Documents by CLIENT.

14. ADDITIONAL PROVISIONS

- a) If Field Services are provided under this Agreement, the additional provisions included in **Exhibit D** shall apply. Field Services are defined as services performed on property owned or controlled by CLIENT, any federal, state, or local government or governmental agency, or other third party, and include, but are not limited to: site inspection, site investigation, subsurface investigation, sample collection, or sample testing.
- b) If the services of a Licensed Site Professional (LSP), a Licensed Environmental Professional (LEP), or a Licensed Site Remediation Professional (LSRP) are provided under this Agreement, the additional provisions included in **Exhibit E** shall apply.
- c) If Engineering Design Services are provided under this Agreement, the additional provisions included in **Exhibit F** shall apply.
- d) If Opinions of Probable Construction Cost are provided under this Agreement, the additional provisions included in **Exhibit G** shall apply.
- e) If Construction Services are provided under this Agreement, the additional provisions included in **Exhibit H** shall apply.
- f) If applicable, all samples collected will be retained for a period of **60 days**, after which time they will be discarded unless other specific instructions as to their disposition are received from the client

15. EXHIBITS

The following Exhibits are attached to and made a part of this Agreement:

- ☒ Exhibit A, Scope of Services and Schedule
- ☒ Exhibit B, Payment Terms
- ☒ Exhibit C, Insurance
- ☒ Exhibit D, Special Provisions for Field Services
- ☐ Exhibit E, Special Provisions for Services of Licensed Site/Environmental/Remediation Professionals
- ☒ Exhibit F, Special Provisions for Engineering Design Services
- ☐ Exhibit G, Special Provisions for Opinions of Probable Construction Costs
- ☒ Exhibit H, Special Provisions for Construction Services

(Check all that apply; strike all that do not apply)



16. ACCEPTANCE

The parties hereto have executed this Agreement as of the dates shown below.

For CLIENT:

By:

(Signature)

(Print Name)

(Title)

(Date)

For GEI:

By:

(Signature)

George Meister

(Print Name)

Senior Project Engineer

(Title)

March 23, 2022

(Date)

EXHIBIT A

Scope of Services and Schedule

See Attached Letter Proposal Dated March 23, 2022.

EXHIBIT B

Payment Terms

See Attached Letter Proposal Dated March 23, 2022, including GEI's 2022 Fee Schedule and Payment Terms.

EXHIBIT C

Insurance

GEI will carry the following types and amounts of insurance:

A. Worker's Compensation and Employer's Liability (statutory):

1. In accordance with the laws of the state(s) in which services are performed.

B. Commercial General Liability (CGL) Insurance:

1. Bodily Injury and Property Damage Combined: \$1,000,000 per occurrence and in aggregate.
2. Including explosion, underground drilling excavation, and collapse hazards.
3. Including an endorsement providing Additional Insured Status to CLIENT under the policy.

C. Comprehensive Automobile Insurance:

1. Bodily Injury and Property Damage Combined: \$1,000,000 per accident.
2. Includes all owned, nonowned, and hired vehicles used in connection with the services under this Agreement.

D. Professional Liability Insurance:

1. \$1,000,000 per claim and in aggregate.

EXHIBIT D

Special Provisions for Field Services

- A. Right of Entry. CLIENT agrees to furnish GEI with right-of-entry and a plan of boundaries of the site where GEI will perform its services. If CLIENT does not own the site, CLIENT represents and warrants that it will obtain permission for GEI's access to the site to conduct site reconnaissance, surveys, borings, and other explorations of the site pursuant to the scope of services in the Agreement. GEI will take reasonable precautions to minimize damage to the site from use of equipment, but GEI is not responsible for damage to the site caused by normal and customary use of equipment. The cost for restoration of damage that may result from GEI's operations has not been included in GEI's fee, unless specifically stated in **Exhibit B**.
- B. Underground Structures. CLIENT will identify locations of buried utilities and other underground structures in areas of subsurface exploration. GEI will take reasonable precautions to avoid damage to the buried utilities and other underground structures noted. If locations are not known or cannot be confirmed by CLIENT, then there will be a degree of risk to CLIENT associated with conducting the exploration. In the absence of confirmed underground structure locations, CLIENT agrees to accept the risk of any damages and losses resulting from the exploration work and shall indemnify and hold GEI, its subconsultants and employees harmless from all claims, losses or damages arising from GEI's services involving subsurface exploration.
- C. Presence of Hazardous Materials. If unanticipated hazardous waste, oil, asbestos, or other hazardous materials, as defined by federal, state, or local laws or regulations, and if such materials are discovered during GEI's work, CLIENT agrees to negotiate appropriate revisions to the scope, schedule, budget, and terms and conditions of this Agreement. When such hazardous materials are suspected, GEI will have the option to stop work, without financial penalty, until a modification to this Agreement is made or a new Agreement is reached. If a mutually satisfactory Agreement cannot be reached between both parties, this Agreement will be terminated without cause and CLIENT agrees to pay GEI for all services rendered up to the date of termination, including any costs associated with termination.
- D. Disposal of Samples and Wastes Containing Regulated Contaminants. In the event that samples collected by GEI or provided by CLIENT, or wastes generated as a result of site investigation activities, contain or potentially contain substances or constituents which are or may be regulated contaminants as defined by federal, state, or local statutes, regulations, or ordinances, including but not limited to samples or wastes containing hazardous materials, said samples or wastes remain the property of CLIENT and CLIENT will have responsibility for them as a generator. If set forth in the Agreement, GEI will, at CLIENT's expense and as CLIENT's appointed agent, perform necessary testing, and either (a) return said samples and wastes to CLIENT, or (b) using a manifest signed by CLIENT as generator, have said samples and/or wastes transported to a location selected by CLIENT for disposal. CLIENT agrees to pay all costs associated with the storage, transport and disposal of said samples and/or wastes. Unless otherwise provided in the Agreement, GEI will not transport, handle, store, or dispose of waste or samples or arrange or subcontract for waste or sample transport, handling, storage, or disposal. CLIENT recognizes and agrees that GEI is working as a bailee and/or agent and at no time assumes title to said waste or samples or any responsibility as generator of said waste or samples. Further, CLIENT agrees to look solely to any transport or disposal entity in the event any claim, cause of action or damages arise from GEI's activities a bailee or agent of CLIENT under this provision.
- E. Contribution of Hazardous Materials. CLIENT agrees that GEI has not contributed to the presence of hazardous wastes, oils, asbestos, biological pollutants such as molds, fungi, spores, bacteria and viruses, and by-products of any such biological organisms, or other hazardous materials that may exist or be discovered in the future at the site. GEI does not assume any liability for the known or unknown presence of such materials. GEI's scope of services does not include the investigation or detection of biological pollutants such as molds,

fungi, spores, bacteria and viruses, and by-products of any such biological organisms. CLIENT agrees to indemnify and hold harmless GEI, its subconsultants, subcontractors, agents, and employees from and against all claims, damages, losses, and costs (including reasonable attorneys' fees) that may result from the detection, failure to detect, or from the actual, alleged, or threatened discharge, dispersal, release, escape, or exposure to any solid, liquid, gaseous, or thermal irritant, asbestos in any form, or contaminants including smoke, vapor, soot, fumes, acids, alkalies, chemicals, waste, oil, hazardous materials, or biological pollutants. CLIENT's obligations under this paragraph apply unless such claims, damages, losses, and expenses are caused by GEI's sole negligence or willful misconduct.

EXHIBIT E

Special Provisions for Services of Licensed Site/Environmental Professionals

For services under this Agreement that require the engagement of a Licensed Site Professional (LSP), a Licensed Environmental Professional (LEP), or a Licensed Site Remediation Professional (LSRP) registered with and subject to the laws and regulations promulgated by the state in which the services are provided (collectively the LSP/LEP/LSRP Program), the following will apply:

- A. ~~Under the LSP/LEP/LSRP Program, the LSP/LEP/LSRP owes professional obligations to the public, including, in some instances, a duty to disclose the existence of certain contaminants to the state in which the services are provided.~~
- B. ~~CLIENT understands and acknowledges that in the event that the licensed professional's obligations under the LSP/LEP/LSRP Program conflict in any way with the terms and conditions of this Agreement or the wishes or intentions of CLIENT, the licensed professional is bound by law to comply with the requirements of the LSP/LEP/LSRP Program. CLIENT recognizes that the licensed professional is immune from civil liability resulting from any such actual or alleged conflict.~~
- C. ~~CLIENT agrees to indemnify and hold GEI harmless from any claims, losses, damages, fines, or administrative, civil, or criminal penalties resulting from the licensed professional's fulfillment of the licensed professional's obligations under the LSP/LEP/LSRP Program.~~

EXHIBIT F

Special Provisions for Engineering Design Services

- A. Design Without Construction Phase Services. CLIENT understands and agrees that if GEI's services under this Agreement include engineering design and do not include Construction-Related Services, then CLIENT:
 - 1. Assumes all responsibility for interpretation of the construction Contract Documents.
 - 2. Assumes all responsibility for construction observation and review.
 - 3. Waives any claims against GEI that may be in any way connected thereto.

For purposes of this Agreement, Construction-Related Services include, but are not limited to: construction observation; review of the construction contractor's technical submittals; review of the construction contractor's progress; or other construction-phase services.

- B. Use of Documents.
 - 1. The actual signed and sealed hardcopy construction Contract Documents including stamped drawings, together with any addenda or revisions, are and will remain the official copies of all documents.

2. All documents including drawings, data, plans, specifications, reports, or other information recorded on or transmitted as Electronic Files are subject to undetectable alteration, either intentional or unintentional, due to transmission, conversion, media degradation, software error, human alteration, or other causes.
3. Electronic Files are provided for convenience and informational purposes only and are not a finished product or Contract Document. GEI makes no representation regarding the accuracy or completeness of any accompanying Electronic Files. GEI may, at its sole discretion, add wording to this effect on electronic file submissions.
4. CLIENT waives any and all claims against GEI that may result in any way from the use or misuse, unauthorized reuse, alteration, addition to, or transfer of the electronic files. CLIENT agrees to indemnify and hold harmless GEI, its officers, directors, employees, agents, or subconsultants, from any claims, losses, damages, or costs (including reasonable attorney's fees) which may arise out of the use or misuse, unauthorized reuse, alteration, addition to, or transfer of electronic files.

EXHIBIT G

Special Provisions for Opinions of Probable Construction Costs

~~GEI's Opinions of Probable Construction Cost provided under this Agreement are made on the basis of GEI's experience and qualifications, and represent GEI's best judgment as an experienced and qualified professional generally familiar with the industry. However, since GEI has no control over the cost of labor, materials, equipment, or services furnished by others, or over a contractor's methods of determining prices, or over competitive bidding or market conditions, GEI cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from Opinions of Probable Construction Cost prepared by GEI.~~

~~If CLIENT wishes greater assurance as to probable construction costs, CLIENT agrees to employ an independent cost estimator.~~

EXHIBIT H

Special Provisions for Construction Services

In accordance with the scope of services under this Agreement, GEI will provide personnel to observe the specific aspects of construction stated in the Agreement and to ascertain that construction is being performed, in general, in accordance with the approved construction Contract Documents.

- A. GEI cannot provide its opinion on the suitability of any part of the work performed unless GEI's personnel make measurements and observations of that part of the construction. By performing construction observation services, GEI does not guarantee the contractor's work. The contractor will remain solely responsible for the accuracy and adequacy of all construction or other activities performed by the contractor, including: methods of construction; supervision of personnel and construction; control of machinery; false work, scaffolding, or other temporary construction aids; safety in, on, or about the job site; and compliance with OSHA and construction safety regulations and any other applicable federal, state, or local laws or regulations.
- B. In consideration of any review or evaluation by GEI of the various bidders and bid submissions, and to make recommendations to CLIENT regarding the award of the construction Contract, CLIENT agrees to hold harmless and indemnify GEI for all costs, expenses, damages, and attorneys' fees incurred by GEI as a result of any claims, allegations, administrative proceedings, or court proceedings arising out of or relating to any bid protest or such other action taken by any person or entity with respect to the review and evaluation of bidders and bid submissions or recommendations concerning the award of the construction Contract. This



paragraph will not apply if GEI is adjudicated by a court to have been solely negligent or to have actually engaged in intentional and willful misconduct without legitimate justification, privilege, or immunity; however, CLIENT will be obligated to indemnify GEI until any such final adjudication by a court of competent jurisdiction.

EXHIBIT B**FEE SCHEDULE AND PAYMENT TERMS****FEE SCHEDULE**

<u>Personnel Category</u>	<u>Hourly Billing Rate \$ per hour</u>
Staff Professional – Grade 1	\$ 93
Staff Professional – Grade 2	\$ 101
Project Professional – Grade 3	\$ 109
Project Professional – Grade 4	\$ 117
Senior Professional – Grade 5	\$ 133
Senior Professional – Grade 6	\$ 172
Senior Professional – Grade 7	\$ 185
Senior Consultant – Grade 8	\$ 256
Senior Consultant – Grade 9	\$ 287
Senior Principal – Grade 10	\$ 287

Senior Drafter and Designer / GIS	\$ 106
Drafter and Designer / GIS	\$ 86
*Senior Field Professional	\$ 109
*Field Professional	\$ 95
*Senior Technician	\$ 82
*Technician II	\$ 78
*Technician I	\$ 68
Word Processor, Administrative Staff	\$ 71
Office Aide	\$ 71

Rates will increase up to 5% annually, at GEI's option, for all contracts that extend beyond twelve (12) months after the date of the contract. Rates for Deposition and Testimony are increased 1.5 times.

- *The scope of work is based on a normal work week, Monday through Friday, eight (8) hours per day. Overtime will be charged at 1.3 times the specified rate; Sunday and holiday hours will be charged at two times the specified rate, with a minimum charge of eight (8) hours

OTHER PROJECT COSTS

Subconsultants, Subcontractors and Other Project Expenses - All costs for subconsultants, subcontractors and other project expenses will be billed at cost plus a 15% service charge. Examples of such expenses ordinarily charged to projects are subcontractors; subconsultants; chemical laboratory charges; rented or leased field and laboratory equipment; outside printing and reproduction; communications and mailing charges; reproduction expenses; shipping costs for samples and equipment; disposal of samples; rental vehicles; fares for travel on public carriers; special fees for insurance certificates, permits, licenses, etc.; fees for restoration of paving or land due to field exploration, etc.; state sales and use taxes and state taxes on GEI fees. The 15% service charge will not apply to GEI-owned equipment and vehicles or in-house reproduction expenses.

Field and Laboratory Equipment Billing Rates - GEI-owned field and laboratory equipment such as pumps, sampling equipment, monitoring instrumentation, field density equipment, portable gas chromatographs, etc. will be billed at a daily, weekly, or monthly rate, as needed for the project. Expendable supplies are billed at a unit rate.

Transportation and Subsistence - Automobile expenses for GEI or employee owned cars will be charged at the rate per mile set by the Internal Revenue Service for tax purposes plus tolls and parking charges, or at a day rate negotiated for each project. When required for a project, four-wheel drive vehicles owned by GEI or the employees will be billed at a daily rate appropriate for those vehicles. Per diem living costs for personnel on assignment away from their home office will be negotiated for each project.

PAYMENT TERMS

Invoices will be submitted monthly or upon completion of a specified scope of service, as described in the accompanying contract (proposal, project, or agreement document that is signed and dated by GEI and CLIENT).

Payment is due upon receipt of the invoice. Interest will accrue at the rate of 1% of the invoice amount per month, for amounts that remain unpaid more than 30 days after the invoice date. All payments will be made by either check or electronic transfer to the address specified by GEI and will include reference to GEI's invoice number.



JX Truck Center - Marquette
6 US-41
Marquette, MI 49866
Phone: 906-875-1080
(Division of Peterbilt of Michigan, Inc.)

**** REPRINT ****

Invoice: 4211185S
Date / Time: 5/31/2022 8:46:00AM
Repair Order: 11185
Customer: 12909
Branch: MARQ
Invoice Total: \$5,739.13
A/R

Page 1 of 3

MV# 0

REMIT TO: JX ENTERPRISES, INC. BOX 689958 CHICAGO, IL 60695-9958

Bill To: City Of Ishpeming
202 Lake Street
100 E DIVISION STREET
ISHPEMING, MI 49849

Ship To: City Of Ishpeming
208 South Lake Street
100 E DIVISION STREET
ISHPEMING, MI 49849

Work: (906) 485-1091

Shop: 906-485-1091

Fax: 19064856246

Customer P/O: 175

bkran

theid

Orig. R/O: 0

Completion Date: 5/27/2022

Unit Number: 175

Model Year: 2015

Make/Model: FREIGHTLINER

Type: Heavy Duty Truck

VIN: 1FVHG5CY4FHGS2857

Meter: 9399 Miles

Detail Tax Info:

Sales Tax

\$0.00

\$0.00

Total Parts:	\$4,885.10
Total Core Chg:	\$744.34
Total Core Ret:	(\$744.34)
Total Labor:	\$791.94
Total Miscellaneous:	\$62.09
Invoice Subtotal:	\$5,739.13
Total Tax:	\$0.00
Invoice Total:	\$5,739.13

Payment Method

Terms

Due Date

A/R

Net 60

7/30/2022

CERTIFICATION: All repairs and parts listed were furnished in compliance with Michigan Auto Repair Act (P.A. 300). All parts are new unless otherwise stated.

MICHIGAN REPAIR FACILITY REGISTRATION NUMBER F169813

JX TRUCK CENTER AUTHORIZED SIGNATURE _____

For Billing questions, please contact AR@888-232-7992

Go Green, Go Paperless! Email ARDesk@JXE.COM with your customer number to sign-up.

Choose one of our JX full service body shops to return your vehicle to looking and performing like new again.

Under section 405(b) of the Internal Revenue Code, you may be liable for a 12% tax on the total charge invoiced here if you purchased this vehicle new within the 6 months.

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability in parts shipments by the supplier or the transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs therein. Seller not responsible for alternate transportation due to the above.

The only warranties applying to this part(s) are those which may be offered by the manufacturer. The seller dealer hereby expressly disclaims all warranties either express or implied including any implied warranties of merchantability or fitness for a particular purpose and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this part(s) and/or service. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profit or income or any other incidental damages.

ANY COMPLAINT REGARDING WORKMANSHIP CONCERNING REPAIRS PERFORMED BY THE DEALERSHIP MUST BE BROUGHT TO THE ATTENTION OF THIS DEALERSHIP WITHIN 30 DAYS OF RECEIPT OF THE VEHICLE BY THE CUSTOMER FOLLOWING A REPAIR OR IT WILL BE DEEMED WAIVED FOR ALL PURPOSES. THIS LANGUAGE SHALL NOT CONSTITUTE A WARRANTY FOR ANY PURPOSE. PARTS RETURNED FOR CREDIT MUST BE ACCOMPANIED BY THIS INVOICE AND MAY BE SUBJECT TO A MINIMUM RETURN CHARGE OF 10% OF THE PURCHASE PRICE. SPECIAL ORDER PARTS MAY ALSO BE SUBJECT TO A NON-REFUNDABLE DEPOSIT. SPECIAL ORDER ELECTRICAL PARTS ARE NOT RETURNABLE. CORES MUST BE RETURNED WITHIN 30 DAYS. ALL ACCOUNTS ARE DUE AND PAYABLE WITHIN TERMS. A FINANCE CHARGE OF 1.5% (18% PER ANNUM) WILL BE CHARGED ON ALL PAST DUE ACCOUNTS. A \$25 FEE WILL BE CHARGED FOR ALL RETURNED CHECKS.

Signature: _____





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Shop: 906-485-1091

Fax: 19064856246

REMIT TO: JX ENTERPRISES, INC. BOX 689958 CHICAGO, IL 60695-9958

Customer P/O: 175

bkran

theid

Orig. R/O: 0

Completion Date: 5/27/2022

Task: 1 043004000 TURBOCHARGER

Department: Service

Technician: Seth Keesler - Certification: M272332

Complaint: CUSTOMER REQUEST ESTIMATE TO REPLACE TURBO AND TURBO ACTUATOR

Correction: 5/27/2022 3:12:17 PM 10096

- LOWERED HOSE REEL TO MAKE ROOM TO OPEN THE HOOD
- DRAINED COOLANT
- REMOVED FENDER
- DURING FENDER REMOVAL A BROKE BROKE OFF
- REMOVED BROKEN BOLT
- REMOVED AIR FILTER ASSEMBLY
- RECOVERED FREON BECAUSE A/C FITTINGS WERE IN THE WAY OF REMOVING THE TURBO
- REMOVED EVERYTHING FROM THE TURBO
- REMOVED THE TURBO
- SWAPPED FITTINGS
- HAD TO CLOCK THE TURBO
- SEPERATED THE OLD TURBO AND ACTUATOR TO PUT IN PROPER CORE BOXES
- INSTALLED TURBO WITH NEW MOUNTING STUDS AND NUTS
- TORQUED TO SPEC
- INSTALLED EVERYTHING ONTO THE TURBO
- HOOKED UP CUMMINS AND RAN INSTALL AND CALIBRATION ON VGT
- INSTALLED VGT AND TORQUED TO SPEC
- HOOKED UP EVERYTHING ON VGT
- INSTALLED FENDER, A/C LINES AND AIR FILTER HOUSING
- FILLED WITH COOLANT
- FILLED WITH FREON AFTER VACUUM AND LEAK TEST
- CLEARED CODES
- TOOK UNIT FOR TEST DRIVE
- VERIFIED NO LEAKS
- TOPPED OFF COOLANT
- TASK IS DONE

V/C	Part	Description / Ref Number	U/M	Quantity	List	Price	Extended Price
	PACCR 5263462CUM	NUT-TURBO	EA	4.00	3.94	\$2.89	\$11.56
	PACCR 5324134RXCUM	KIT-TURBOCHARGER	EA	1.00	4,934.43	\$3,618.58	\$3,618.58
	PACCR 5324134RXCUM-C	378007400 D - KIT-TURBOCHARGER	EA	1.00	725.00	\$531.67	\$531.67
	PACCR 5324134RXCUM-C	378007400 D - KIT-TURBOCHARGER	EA	-1.00	725.00	\$531.67	(\$531.67)
	PACCR 5496045RXCUM-C	283720100 D - KIT,TURBOCHARGER ACTUATOR	EA	-1.00	290.00	\$212.67	(\$212.67)
	901	Shop Supplies		1.00	0.00	\$74.09	\$74.09
	PACCR 5496045RXCUM	KIT,TURBOCHARGER ACTUATOR	EA	1.00	1,604.88	\$1,176.91	\$1,176.91
	PACCR 5496045RXCUM-C	283720100 D - KIT,TURBOCHARGER ACTUATOR	EA	1.00	290.00	\$212.67	\$212.67
	PACCR 4966454CUM	CLAMP-V BAND	EA	1.00	61.55	\$45.13	\$45.13
	KIMMW 453710	M10 CL 10 ALLOY FLATWASHER	EA	1.00	0.35	\$0.50	\$0.50
	KIMMW 455830	METRIC CS	EA	1.00	0.71	\$0.78	\$0.78
	PACCR 5286984CUM	STUD	EA	4.00	10.78	\$7.91	\$31.64
Task 1 Subtotals				Parts:			\$4,885.10



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REMIT TO: JX ENTERPRISES, INC. BOX 689958 CHICAGO, IL 60695-9958

Customer P/O: 175	bkran	theid	Orig. R/O: 0	Completion Date: 5/27/2022
				Core Chg: \$744.34
				Core Ret: (\$744.34)
6.00				Labor: \$779.94
				Miscellaneous: \$74.09
Task 1 Subtotals:				\$5,739.13

Task: 2 1052 Jx Courtesy Vehicle Assessment -

Department: Service

Technician: Seth Keesler - Certification: M272332

Complaint: Task to perform a courtesy 15 minute Vehicle Assessment to check

See Inspection Form attached.

Please record any findings of assessment for customer.

When complete scan and attach Inspection form to Ro task.

Correction: 10096

- PERFORM INSPECTION

V/C	Part	Description / Ref Number	U/M	Quantity	List	Price	Extended Price
	006	053122-PYK9Y		-1.00	0.00	\$12.00	(\$12.00)
Task 2 Subtotals				Parts:			\$0.00
				Labor:			\$12.00
				Miscellaneous:			(\$12.00)
Task 2 Subtotals:							\$0.00