

ISHPEMING CITY COUNCIL
Wednesday, January 11, 2023 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 (December 7th)
 - b. Approval of Disbursements
 - c. Confirm 2023 Publishing Source – The Mining Journal
 - d. Confirm 2023 Depositories — Nicolet/Flagstar/TruNorth/First Bank/Comerica/Charles Schwab/Edward D. Jones
 - e. Confirm Payment to UPSET for 2023 - \$10,000
 - f. Confirm Payment to Commission on Aging for 2023 – \$9,000
 - g. Appoint Torrey Dupras to a vacancy on the Planning Commission: Term Expiring 11/2025
 - h. Appoint Jennifer Shaw to a vacancy on the Zoning Board of Appeals: Term Expiring: 11/2023
8. Monthly Financial Statement Report
9. Resolution 1-2023: 2022 Budget Amendment
10. Resolution 2-2023: Approving and Authorizing Signatures to MDOT Contract #22-5259
11. Special Event Applications
 - a. Noquemanon Ski Marathon: January 27 and 28, 2023
12. Presentation: Iron Ore Heritage Trail 2022 Annual Report
13. Presentation: Lake Superior Community Partnership Year-End Report and 2023 Recommendations
14. Recreation Plan Update by CUPPAD
15. Adopt 2023 City of Ishpeming Fee Schedule
16. Discussion on development of bid procedures and Manager's authority to expend appropriated funds
17. Discuss establishing a Short-Term Rental Committee
18. Old Business
19. New Business
20. Public Comment (*limit 3 minutes per person*)
21. Mayor and Council Reports
22. Manager's Report
23. Attorney's Report
24. Closed Session pursuant to MCL 15.268(c) to consider strategy and negotiations connected with a collective bargaining agreement
25. Adjournment


Craig H. Cugini, City Manager

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BALANCE SHEET FOR CITY OF ISHPEMING
Month Ended: December 31, 2022

GL NUMBER	BALANCE AS OF 12/31/2022
Fund 101 - GENERAL FUND	
BEG. FUND BALANCE	1,040,014.89
NET OF REVENUES & EXPENDITURES	(278,313.58)
ENDING FUND BALANCE	761,701.31
Fund 202 - MAJOR STREETS	
BEG. FUND BALANCE	985,452.32
NET OF REVENUES & EXPENDITURES	(288,655.79)
ENDING FUND BALANCE	696,796.53
Fund 203 - LOCAL STREETS	
BEG. FUND BALANCE	846,472.46
NET OF REVENUES & EXPENDITURES	110,405.51
ENDING FUND BALANCE	956,877.97
Fund 226 - GARBAGE/RECYCLE	
BEG. FUND BALANCE	321,616.61
NET OF REVENUES & EXPENDITURES	54,227.89
ENDING FUND BALANCE	375,844.50
Fund 248 - DDA	
BEG. FUND BALANCE	709,499.11
NET OF REVENUES & EXPENDITURES	(17,925.96)
ENDING FUND BALANCE	691,573.15
Fund 401 - PUBLIC IMPROVEMENT FUND	
BEG. FUND BALANCE	248,095.21
NET OF REVENUES & EXPENDITURES	183,491.05
ENDING FUND BALANCE	431,586.26
Fund 590 - SEWER FUND	
BEG. FUND BALANCE	10,058,453.87
NET OF REVENUES & EXPENDITURES	480,783.59
ENDING FUND BALANCE	10,539,237.46

Fund 591 - WATER FUND

BEG. FUND BALANCE	9,429,368.68
NET OF REVENUES & EXPENDITURES	337,537.48
ENDING FUND BALANCE	9,766,906.16

Fund 661 - MOTOR POOL EQUIPMENT FUND

BEG. FUND BALANCE	997,563.69
NET OF REVENUES & EXPENDITURES	220,585.62
ENDING FUND BALANCE	1,218,149.31

Fund 732 - POLICE & FIRE RETIREMENT

BEG. FUND BALANCE	5,294,953.25
NET OF REVENUES & EXPENDITURES	(1,345,978.26) (Investment Portfolio Loss)
ENDING FUND BALANCE	3,948,974.99

Fund 999 - POOLED CASH FUND

BEG. FUND BALANCE	8,714,654.61
NET OF REVENUES & EXPENDITURES	0.00
ENDING FUND BALANCE	8,714,654.61

YEAR TO DATE SUMMARY OF ALL FUNDS

BEGINNING ASSETS/FUND BALANCE	24,636,536.84
NET REVENUE & EXPENDITURES	802,135.81
ENDING ASSETS/FUND BALANCE	25,438,672.65

City of Ishpeming

Resolution No. 1 - 2023

RESOLUTION TO AMEND THE 2022 BUDGET IN ACCORDANCE WITH P.A. 621 OF 1978

WHEREAS, budgets were adopted by the City Council to govern the receipts and expenditures of the various city funds; and

WHEREAS, as a result of unanticipated changes in revenues and/or needed expenditures, it is necessary to modify the aforesaid budgets; and

WHEREAS, such modification will still maintain a balanced budget between revenues and expenditures as required by P.A. 621 of 1978.

NOW, THEREFORE, BE IT RESOLVED that the aforesaid budgets be hereby modified as described in the Appendix to this Resolution.

AND, BE IT FURTHER RESLOVED that the Finance Office Manager shall make any necessary amendments to the Fiscal Year 2022 Budget as advised by the City's Auditors to comply with Uniform Budgeting and Accounting Act.

Upon a call of the roll, the vote was as follows:

Ayes:

Nays:

Absent:

I, Cathy Smith, City Clerk, do hereby certify that the foregoing is a true and original copy of a resolution duly made and passed by the City Council of Ishpeming at a Regular Meeting held on January 11th, 2023, at 6:00 pm, with a quorum present.

Cathy Smith

Date

CITY OF ISHPEMING
YEAR END COST CENTER BUDGET AMENDMENTS
F.Y. 2022 BUDGET AMENDMENT NUMBER 5 - ADOPTED JANUARY 11, 2023

Fund 101 - GENERAL FUND		YTD EXPENDITURES			
GL NUMBER	DESCRIPTION	2022	08/31/2022	2022	BUDGET
		AMENDED BUDGET	UNDER (OVER) BUDGET	AMENDED BUDGET	INCREASE (DECREASE)
Expenditures					
Dept 101 - CITY COUNCIL		16,045.00	13,026.43	13,100.00	(2,945.00)
Dept 172 - CITY MANAGER		107,089.00	127,626.29	127,700.00	20,611.00
Dept 191 - ELECTIONS		12,730.00	18,583.99	18,600.00	5,870.00
Dept 209 - CITY ASSESSOR		53,700.00	49,719.14	49,800.00	(3,900.00)
Dept 210 - CITY ATTORNEY		48,400.00	57,825.43	57,900.00	9,500.00
Dept 215 - CITY CLERK		32,239.00	38,376.49	38,400.00	6,161.00
Dept 247 - BOARD OF REVIEW		1,978.00	1,661.34	1,700.00	(278.00)
Dept 253 - FINANCE DEPARTMENT		248,999.00	245,505.47	245,600.00	(3,399.00)
Dept 265 - CITY HALL		56,305.00	42,337.78	45,000.00	(11,305.00)
Dept 276 - CEMETERY		215,459.00	184,564.38	184,600.00	(30,859.00)
Dept 299 - UNALLOCATED		329,815.00	378,819.67	378,900.00	49,085.00
Dept 301 - POLICE		933,524.00	923,386.02	927,500.00	(6,024.00)
Dept 336 - FIRE		137,460.00	137,812.25	138,000.00	540.00
Dept 371 - RENTAL INSPECTION		27,210.00	25,582.98	25,600.00	(1,610.00)
Dept 400 - PLANNING COMMISSION		1,050.00	1,312.25	1,400.00	350.00
Dept 443 - ALLEYS & STREETS		68,970.00	81,403.82	81,500.00	12,530.00
Dept 444 - STREET TREES		15,460.00	16,956.74	17,000.00	1,540.00
Dept 447 - CITY ENGINEER		5,000.00	1,200.00	1,200.00	(3,800.00)
Dept 448 - STREET LIGHTING		173,620.00	144,116.10	145,000.00	(28,620.00)
Dept 722 - ZONING		40,895.00	42,766.89	43,000.00	2,105.00
Dept 726 - ECONOMIC DEVELOPMENT		50,000.00	37,500.03	38,000.00	(12,000.00)
Dept 752 - PARKS ADMINISTRATION		2,430.00	1,628.47	1,700.00	(730.00)
Dept 757 - AL QUAAL		133,120.00	141,758.46	142,000.00	8,880.00
Dept 758 - AL QUAAL TUBE SLIDE		13,210.00	1,682.25	1,700.00	(11,510.00)
Dept 770 - PARKS MAINTENANCE		73,745.00	81,828.65	82,000.00	8,255.00
Dept 790 - LIBRARY		274,784.00	265,360.27	265,500.00	(9,284.00)

Fund 202 - MAJOR STREETS		YTD EXPENDITURES			
GL NUMBER	DESCRIPTION	2022	08/31/2022	2022	BUDGET
		ADOPTED BUDGET	UNDER (OVER) BUDGET	AMENDED BUDGET	INCREASE (DECREASE)
Expenditures					
Dept 445 - DRAINAGE/BACKSLOPES		16,925.00	25,035.73	25,100.00	8,175.00
Dept 463 - ROUTINE MAINTENANCE		54,345.00	37,168.88	46,000.00	(8,345.00)
TOTAL EXPENDITURES		71,270.00	62,204.61	71,100.00	(170.00)

Fund 203 - LOCAL STREETS		YTD EXPENDITURES			
GL NUMBER	DESCRIPTION	2022	07/31/2022	2022	BUDGET
		ADOPTED BUDGET	UNDER (OVER) BUDGET	AMENDED BUDGET	INCREASE (DECREASE)
Expenditures					
Dept 445 - DRAINAGE/BACKSLOPES		14,000.00	29,062.83	30,000.00	16,000.00
Dept 463 - ROUTINE MAINTENANCE		113,420.00	60,737.48	97,000.00	(16,420.00)
TOTAL EXPENDITURES		127,420.00	89,800.31	127,000.00	(420.00)

Fund 401 - PUBLIC IMPROVEMENT FUND		YTD EXPENDITURES			
GL NUMBER	DESCRIPTION	2022	08/31/2022	2022	BUDGET
		ADOPTED BUDGET	UNDER (OVER) BUDGET	AMENDED BUDGET INCREASE	(DECREASE)
Expenditures					
Dept 301 - POLICE		0.00	17,454.36	17,500.00	17,500.00
Dept 441 - DPW ADMINISTRATION		-	21,702.65	21,800.00	21,800.00
Dept 965 - TRANSFERS OUT		455,630.00	150,630.00	415,630.00	(40,000.00)
TOTAL EXPENDITURES		455,630.00	172,332.65	437,430.00	(700.00)

Fund 590 - SEWER FUND

Fund 590 - SEWER FUND		YTD EXPENDITURES			
GL NUMBER	DESCRIPTION	2022 ADOPTED BUDGET	08/31/2022 UNDER (OVER) BUDGET	2022 AMENDED BUDGET	BUDGET INCREASE (DECREASE)
Expenditures					
Dept 541 - ADMINISTRATION		108,601.00	110,937.79	115,000.00	6,399.00
Dept 543 - CUSTOMER ACCOUNTS		146,133.00	134,295.33	135,000.00	(11,133.00)
Dept 546 - SEWER LINE MAINTENANCE		297,855.00	191,401.96	253,000.00	(44,855.00)
Dept 956 - TRANSFERS OUT		143,245.00	191,795.00	192,000.00	48,755.00
TOTAL EXPENDITURES		695,834.00	628,430.08	695,000.00	(834.00)

Fund 591 - WATER FUND

Fund 591 - WATER FUND		YTD EXPENDITURES			
GL NUMBER	DESCRIPTION	2022 ADOPTED BUDGET	08/31/2022 UNDER (OVER) BUDGET	2022 AMENDED BUDGET	BUDGET INCREASE (DECREASE)
Expenditures					
Dept 540 - ADMINISTRATION		92,265.00	93,405.26	95,000.00	2,735.00
Dept 541 - ADMINISTRATION		0.00	1,416.56	1,500.00	1,500.00
Dept 542 - CUSTOMER ACCOUNTS		163,040.00	138,292.77	140,000.00	(23,040.00)
Dept 542 - LINE MAINTENANCE		18,700.00	0.00	0.00	(18,700.00)
Dept 548 - WATER PURCHASE		496,000.00	479,813.52	480,000.00	(16,000.00)
Dept 550 - CAP. IMPV / DEPRECIATION		521,180.00	472,094.28	473,000.00	(48,180.00)
Dept 558 - TRANSMISSION & DISTRIBUTION		553,015.00	656,295.18	657,000.00	103,985.00
Dept 559 - METER REPAIRS		119,925.00	100,831.69	101,000.00	(18,925.00)
Dept 956 - TRANSFERS OUT		168,497.00	217,047.00	218,000.00	49,503.00
TOTAL EXPENDITURES		2,040,357.00	2,064,374.44	2,069,000.00	28,643.00 *

* Net increase in Expense, with sufficient Revenues to cover the added expenses.

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RESOLUTION NO. 2-2023
CITY OF ISHPEMING

RESOLUTION APPROVING AND AUTHORIZING SIGNATURES TO MICHIGAN
DEPARTMENT OF TRANSPORTATION CONTRACT #22-5259

WHEREAS, the City of Ishpeming hereby enters into and approves Contract #22-5259, Job Number 201941CON with the Michigan Department of Transportation for the purposes of an irrigation system at US-41/M-28 and Lakeshore Drive.

THEREFORE, BE IT RESOLVED, the City of Ishpeming hereby authorizes the City Manager Craig Cugini to sign, on its behalf, Contract 22-5259 with the Michigan Department of Transportation.

The following aye votes were recorded: _____

The following nay votes were recorded: _____

Adopted this 11th day of January, 2023.

STATE OF MICHIGAN)

)ss

COUNTY OF MARQUETTE)

I Cathy Smith, Clerk of the City of Ishpeming, Michigan, do hereby certify that the above is a true and correct copy of the Resolution adopted by the Ishpeming City Council at a regular meeting held on January 11, 2023.

Signature

City Clerk

Title

January 11, 2023

Date

SPECIAL TRUNKLINE
NON-ACT-51
ADDED WORK

DA	
Control Section	HSIP 52041
Job Number	201941CON
Fed Project #	23A0153
Contract	22-5259

THIS CONTRACT is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF ISHPEMING, a Michigan municipal corporation, hereinafter referred to as the "CITY"; for the purpose of fixing the rights and obligations of the parties in agreeing to construction improvements in conjunction with the DEPARTMENT'S construction on Highway US-41/M-28, within the corporate limits of the CITY.

WITNESSETH:

WHEREAS, the DEPARTMENT is planning roundabout construction at the intersection of Highway US-41/M-28 and Lakeshore Drive; and

WHEREAS, the CITY has requested that the DEPARTMENT perform additional work for and on behalf of the CITY in connection with the Highway US-41/M-28 construction, which additional work is hereinafter referred to as the "PROJECT" and is located and described as follows:

Conduit and irrigation system service installation work for future irrigation system at the intersection of Highway US-41/M-28 and Lakeshore Drive, including gate valve installation work; together with necessary related work, located within the corporate limits of the CITY; and

WHEREAS, the DEPARTMENT presently estimates the PROJECT COST as hereinafter defined in Section 1 to be: \$3,700; and

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written Contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties shall undertake and complete the construction of the PROJECT in accordance with this Contract. The term "PROJECT COST", as herein used, is hereby defined as the cost of the construction of the PROJECT including the costs of physical construction necessary for the completion of the PROJECT as determined by the DEPARTMENT; and

construction engineering (CE), and any and all other expenses in connection with any of the above.

The Michigan Department of Environment, Great Lakes, and Energy has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to the Michigan Department of Environment, Great Lakes, and Energy. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the CITY.

2. The cost of alteration, reconstruction and relocation, including plans thereof, of certain publicly owned facilities and utilities which may be required for the construction of the PROJECT, shall be included in the PROJECT COST; provided, however, that any part of such cost determined by the DEPARTMENT, prior to the commencement of the work, to constitute a betterment to such facility or utility, shall be borne wholly by the owner thereof.

3. The CITY will approve the design intent of the PROJECT and shall accept full responsibility for the constructed PROJECT functioning as a part of the CITY'S facilities. The CITY is solely responsible for any input which it provides as it relates to the design of the PROJECT functioning as part of the CITY'S facilities.

4. The DEPARTMENT will administer all phases of the PROJECT and will cause to be performed all the PROJECT work.

Any items of PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

5. The PROJECT COST shall be charged to the CITY 100 percent and paid in the manner and at the times hereinafter set forth. Such cost is estimated to be as follows:

PROJECT COST - \$3,700

The CE costs will be apportioned in the same ratio as the actual direct construction costs.

6. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT. The DEPARTMENT may submit progress billings to the CITY on a monthly basis for the CITY'S share of the cost of work performed to date, less all payments previously made by the CITY not including payments made for a working capital deposit. No monthly billings of a lesser amount than \$1,000 shall be made unless it is a final or end of fiscal year billing. All billings will be labeled either "Progress Bill Number _____", or "Final Billing". Payment is due within 30 days of receipt of invoice. Upon completion of the PROJECT, payment of all items of PROJECT COST and receipt of all Federal Aid, the DEPARTMENT shall make a final billing and accounting to the CITY.

The CITY will deposit with the DEPARTMENT the following amount which will be used by the DEPARTMENT as working capital and applied toward the end of the project for the contracted work and cost incurred by the DEPARTMENT in connection with the PROJECT:

DEPOSIT - \$1,500

The total deposit will be billed to the CITY by the DEPARTMENT and shall be paid by the CITY within 30 days after receipt of invoice.

7. Pursuant to the authority granted by law, the CITY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified herein. If the CITY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the CITY of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, the DEPARTMENT is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the CITY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the CITY with payment thereof, and to notify the CITY in writing of such fact.

8. Upon completion of the PROJECT and the roundabout lighting, sidewalk, and watermain work constructed as part of the trunkline project, the CITY shall accept the facilities constructed as built to specifications within the construction contract documents. It is understood that the CITY shall own the facilities and shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction at no cost to the DEPARTMENT.

Maintenance for the roundabout lighting portion of the work shall include, but not be limited to replacement of lights and poles, as needed. All expenses for electrical service and maintenance of the PROJECT shall be the responsibility of the CITY.

9. Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT pursuant to the terms of this Contract are done to assist the CITY. Such approvals, reviews, inspections and recommendations by the DEPARTMENT shall not relieve the CITY of its ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control or jurisdiction.

When providing approvals, reviews and recommendations under this Contract, the DEPARTMENT is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

10. In connection with the performance of PROJECT work under this Contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this Contract. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

11. This Contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the CITY and for the DEPARTMENT; upon the adoption of a resolution approving said Contract and authorizing the signatures thereto of the respective officials of the CITY, a certified copy of which resolution shall be attached to this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF ISHPEMING

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:**

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:**

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Cathy Smith

1109

From: Noquemanon Ski Marathon <noquemanoninfo@gmail.com>
Sent: Thursday, January 5, 2023 10:20 AM
To: Cathy Smith; Bob Hendrickson
Cc: Mike McFadden
Subject: Ishpeming Event Permit 2023 Noquemanon Ski Marathon
Attachments: new doc 2023-01-05 09.38.22.pdf

Greetings Cathy,

Attached is the updated event application and I have also attached the Insurance Certificate. Please let me know if you need any additional information.

Below are other details. Much thanks for all you do. Nikki

Full Marathon, Saturday, January 28, 2023,

We also will be starting the Full Marathon from the Al Quaal location like we have in past years and use the school for a warming area.

Below are the road closures and barriers requests for Saturday, January 28, 2023



RACE INFORMATION

Jr Noque Friday, January 27, 2023, 3 pm - 8 pm

5 km Classic starts at 4 pm and is for skiers ages 14-19.

Age groups: 14-15; 16-17; 18-19

3 km Classic starts at 4:30 pm and is for skiers 8-13

Age groups: 8-9, 10-11, 12-13

3 km Freestyle starts at 4:35 pm and is for skiers 8-13

Age groups: 8-9, 10-11, 12-13

1 km Classic (untimed) starts at 5:00 pm and is for skiers ages 7 and under.

For the Jr. Noque, we would like to do one loop of the sprint course for the little tykes, it's .8 km with a b-climb and lots of spectator opportunities. There is a 2.5 k that does not include the really monster downhills that are on the 5km. We could do one lap of that course for the next age group, and 2 laps for the oldest athletes. For the 50 km either the 2.5 or 3.3 would separate out the skiers before they head out.

For Ishpeming DPW we would like to use the rec bathrooms for the families and kiddos. Everything is south or east so no road closures are needed. We will be asking the school to possibly do awards inside the gym.

--

Nicole Dewald Swenson - Race Coordinator

Noquemanon Ski Marathon

www.noquemanon.com

noquemanoninfo@gmail.com

866.370.RACE

Do you receive our newsletter? If not go to <https://www.noquemanon.com/> scroll down to the lower right-hand corner of this page and add your email for Noque News.

IRON ORE HERITAGE RECREATION AUTHORITY

2022 Year in Review

IOHRA BOARD:

Don Britton, Chair, Chocoma
Glenn Johnson, Vice Chair/Secretary, Marquette Township
Lauren Luce, Treasurer, Marquette County
Al Reynolds, Exec Committee, Negaunee Township
Jim Brennan, Republic
Dawn Hoffman, Tilden Township
Larry Bussone, Ishpeming
Bob Hendrickson, Negaunee
Nick Leach, Marquette
Mike Springer, Alternative, Marquette Township
Staff: Carol Fulsher



BIG NEWS!



Negaunee Township Trailhead

Trailhead opened to public--Paved parking, vault toilet, lighting, signage, benches, bike rack



Millage Renewal

The voters overwhelmingly supported 6 more years of funds for the building, managing, maintenance of

IOHT



Pure Michigan Video

Pure Michigan released video highlighting the IOHT, 28.5K views on Insta



Pavement

Replacement

Upgraded 1320 linear feet of pavement

MORE NEWS



Awarded Trust Fund

Develop boardwalk
in Negaunee's
emergent marsh



New Bike Aggregate, Grading, Rolling in Ishpeming/Tilden



Awarded SORVA Grant

Purchased a
mower and flail to
beef up
maintenance



ORV Grant

Paid for trail
gravel/grading,
trapping, and
culvert
maintenance

7 NEW INTERPRETIVE SIGNS DESIGNED BY SIGNAGE COMMITTEE AND INSTALLED 2022

Marquette's Waterfront Transformation

The lower harbor reminds us of our industrial heritage. It also represents an area of transition to a quiescent Great Lakes recreation area.

Energy Use In Mining

HUMANS
In the early days of mining, humans were the primary source of energy. They used their muscles to move heavy loads and operate machinery.

FUEL
Underground mines used kerosene lamps for lighting. Surface mines used steam engines and diesel engines for power.

WATER
Groundwater seepage and surface water were used for various purposes, including cooling and dust suppression.

GRAVITY
The inclined shafts used gravity to move ore from the bottom of the shaft to the surface.

HOLES
Men and mules were the original power sources for the original open-pit mines. The mules were used to pull the ore carts up the shaft.

WOOD
Wood choppers supplied the fuel for the steam engines. The wood was cut by hand and then loaded onto the ore carts.

Coal and the Mining Range

COAL MINING IN MARQUETTE
Marquette's coal mining history began in the 1870s when the first coal mine was opened. The mine was operated by the Marquette Coal Company, which was founded by John D. White. The mine was one of the largest in the Marquette area and produced a significant amount of coal for the local economy.

THE MARQUETTE COAL COMPANY
The Marquette Coal Company was founded in 1870 by John D. White. The company was one of the largest in the Marquette area and produced a significant amount of coal for the local economy. The company was operated by John D. White and his sons, and it was one of the most successful coal mining companies in the Marquette area.

THE MARQUETTE COAL COMPANY'S CONTRIBUTION TO THE MARQUETTE AREA
The Marquette Coal Company's contribution to the Marquette area was significant. The company provided a source of employment for many people in the area, and it was one of the largest employers in the Marquette area. The company also contributed to the local economy by providing a source of coal for the local industry.

Tilden Mine

THE TILDEN MINE
The Tilden Mine was discovered in 1870 by John D. White. The mine was one of the largest in the Marquette area and produced a significant amount of coal for the local economy. The mine was operated by the Marquette Coal Company, which was founded by John D. White. The mine was one of the most successful coal mining companies in the Marquette area.

THE MARQUETTE COAL COMPANY'S CONTRIBUTION TO THE MARQUETTE AREA
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NEW SIGNS (CONT) PLUS 6 ADDITIONAL MILE MARKERS

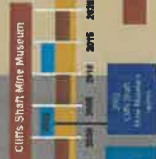
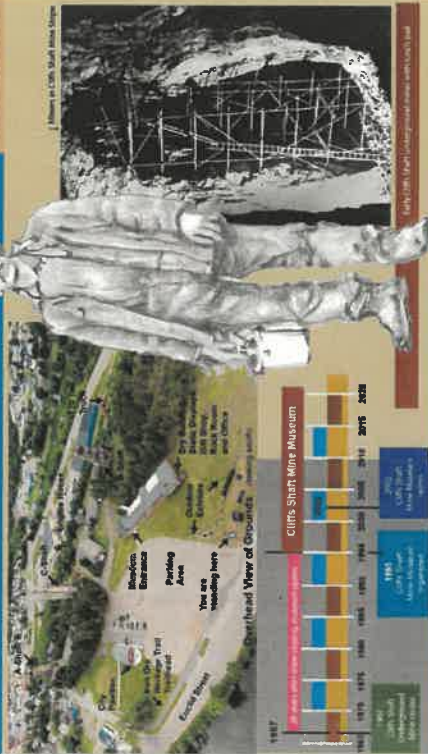
Cliffs Shaft Iron Mine

CLIFFS SHAFTE PIPE

The Cliffs Shaft Mine was once the world's largest producer of Hematite. One Hard ore extraction created large open pit/supported caverns (called stopes).



Cliffs Shaft Mine Museum



Ski Jumping at Ishpeming



The Solution
 The problem turned in
 minutes to a simple
 solution. The
 solution was
 simple and
 easy to
 understand.

[illegible]

Among the Norwegian, means of Finnish and Swedish immigrants in the United States, the most common was to travel from the United States to the United States. The Norwegian immigrants were the most common, followed by the Finnish and Swedish immigrants. The Norwegian immigrants were the most common, followed by the Finnish and Swedish immigrants.

the subject of all pressing concerns, visit the U.S. Navy at www.navy.mil or call the Defense Civilian Control Center (DCCC) at 1-800-451-6464 for more information. A complete list of Navy's military and civilian jobs is available at www.navy.mil/jobs. Consider the possibilities. You could be the next big name.



Dependence of the χ^2 function on α and β for the fit to the data. The χ^2 function is minimized by varying α and β over the range 0 to 1. The minimum value of the χ^2 function is 1.0.



Let me start January 10 with the important fact that I will be leaving the company on January 10, 2001.



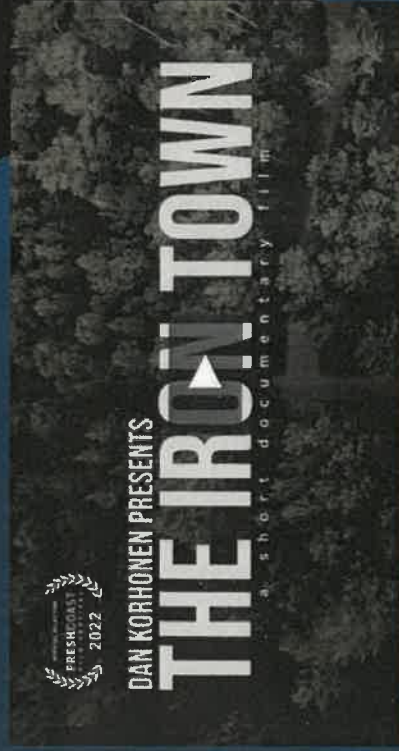
Drug Abuse Forum:
Attention drug users



THE UNIVERSITY OF CHICAGO



In the News



Iron Town Documentary Debuted
at Fresh Coast Film Festival.
Features IOHT



Notified in early 2022
National Recreation
Trail Photo Contest
Winner



Awarded U.P. History
Award by Historical
Society of Michigan
○○○○○

In the News...

Moody on the Market,
October 8, 2022



A DEEP DIVE ON 'COLOR TOUR' ROUTES IN WEST MICHIGAN

TheMittenOnTheMitten.com | Published October 8, 2022 | View Full Page

Color in West Michigan.

Northern West Michigan & Upper Peninsula Color Tours

From hiking, biking or even driving - there are multiple trails and overlooks for leaf peeping in Marquette County, from the Iron Ore Heritage Trail, a 47-mile, multi-use, interpretive trail, to Thomas Rock, a hidden scenic overlook. For visitors looking for a quick trek with an exceptional view, head out to Harlow Lake and soak in the reflections of autumn on the glassy lake, or take to the accessible trail at Thomas Rock for a narrated panoramic view of Marquette County. Adventure over to CR 510 Bridgeview, for an overlook that is drivable and offers views of copper and autumn leaves with deep greens.

Cleveland.com
April 12, 2022

Travel

20 of the best bike trails in the U.S., the 326-mile Ohio to Erie Trail

Updated: Apr. 12, 2022, 12:22 p.m. | Published: Apr. 12, 2022, 7:30 a.m.



The Ohio to Erie Trail is a 326-mile multi-use trail that runs from Cleveland to Erie, Pennsylvania. It is a popular destination for cyclists and hikers alike.

Iron Ore Heritage Trail, Michigan

Michigan has an embarrassment of riches — 2,500 miles of rail-trails — so it's difficult to highlight just one or two, but the unique Iron Ore is among the most beautiful and fascinating. Located in the Upper Peninsula, it cuts 47 miles across the Marquette Iron Range and a long, lovely stretch hugs Lake Superior. **Website:** ironoreheritage.com

Awesome Mitten
August 1, 2022



THE Best Things to Do in the Upper Peninsula in 2022

Cycle Along the Iron Ore Heritage Trail

If you're searching for a summer activity in the Upper Peninsula that will spark your imagination, take you on a tour through history and give you a chance to stay active, then the Iron Ore Heritage Trail near Marquette is the best opportunity for you.



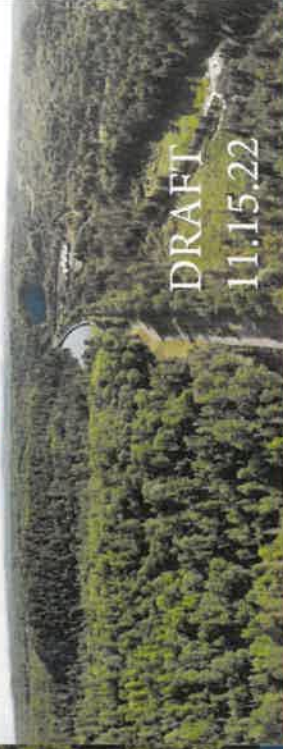
Other Operational Work



Leased land from Lakenenland, Thomas LLC and Dan Perkins
Construction for trailhead developments

Submitted Grants to MDARD,
Michigan Natural Resources Trust Fund, Michigan Spark, West End Health Foundation, American Trails, MISORVA, DNR ORV

IRON ORE HERITAGE RECREATION AUTHORITY



DRAFT
11.15.22

RECREATION
PLAN

2023-2028



Manage 11 Adopt-A-Mile Organizations



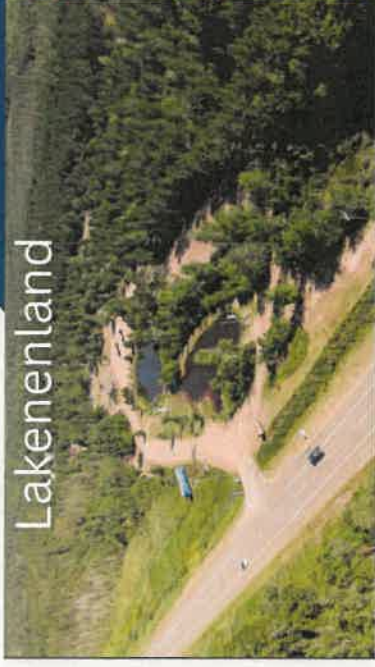
MICHIGAN TRUST FUND BOARD
PRESENTATION :
LAKENENLAND EXTENSION

Members and Contributors to Respect
Marquette and Marquette County Trail
Sustainability Committees

OOOO

○○○○ 2023 PLANS

- **Maintenance Capacity Building:
Equipment and Personnel**
- **Purchase Koski Trust Land, 176 acres
in Marquette & Negaunee
Townships**
- **Trailhead development: Winthrop
in Ishpeming, Expanded Stoneville
Road, Tilden, and Lakenenland,
Chocolay**
- **Republic Millage Renewal**
- **Boardwalk Development, Negaunee**
- **Negaunee Township Aggregate
Rejuvenation**
- **Hire Administrator**
- **ORV Maintenance, \$60K Grant**



Lakenenland



Republic Trail



ORV Trail Grading



Negaunee Township
Aggregate



ASSESSING

2023

RATE AND FEE SCHEDULE

15

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

CARNEGIE LIBRARY

Replacement of lost Library card	\$2.00
Overdue Rates	Printed materials, CD's or Videos – \$.10/day per item ** Fines over \$5.00 must be paid before other materials can be checked out.
Minor damages to Library materials	• CD Holder - \$3.00 each
Maximum Library fines	• Hardcover books – replacement cost or \$25.00 if replacement cost is unavailable • Trade paperback books – replacement cost or \$15.00 if replacement cost is unavailable • Mass paperback books – replacement cost or \$10.00 if replacement cost is unavailable • Audio-Visual materials – replacement cost or \$25.00 if replacement cost is unavailable
Computer Printing or Photocopies	\$.15 per page (black) \$.50 per page (color)
Movie Rental for (7) seven days	\$.50

FIRE DEPARTMENT

Fire Reports - \$10.00

False Fire Alarm Policy

There will be no charge for the first false fire alarm per calendar year.

The building/property owner(s) will be charged \$250 for the first Fire Apparatus dispatched to the scene of the false alarm. Subsequent Fire Department apparatus dispatched to the scene of the false alarm shall be charge \$100 for the first hour. After the first hour, all Fire Department apparatus remaining on the scene shall be charged at \$100 per additional hour. Billing will be in no less than one-hour increments.

~~Charges shall be billed in no less than one-hour increments, at the above rate for fire apparatus.~~

All Fire Department personnel responding to the false alarm shall be billed at the current hourly rate in no less than one-hour increments. ~~All Fire Department personnel responding to the false alarm shall be billed at the current hourly rate in no less than one-hour increments.~~

LAKE BANCROFT MEMORIAL WALKWAY

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

PARKS AND RECREATION

Horseshoe Fees	\$40.00 per league team/season
Downhill Skiing	\$8.00 per day
Tube Slide	\$15.00 per day
Tube Slide Group Rental Rates Monday through Sunday 5:30 p.m. – 8:30 p.m.	\$500.00 \$100 cleanup bond for Teal Lake Lodge (refundable)
Sponsor the Tube Slide Saturday or Sunday from noon-5:00 p.m. (cannot prohibit public use of tube slide)	Saturday - \$1,200 Sunday - \$1,200
Cross-Country Rates	\$35.00 – season pass for adult \$25.00 – season pass for student \$80.00 – season pass for family \$7.00 – daily pass

	Resident	Non-Resident	Rental Fee
Al Quaal Recreation Area Lodges (Al Quaal and Teal Lake) Daily Rate Cleanup Bond (refundable)*	Not applicable "	Not applicable "	\$225.00 \$100.00 \$225
Al Quaal Restrooms Daily Rate Cleanup Bond (refundable)*	\$60.00 \$100.00	\$85.00 \$100.00	\$85.00 \$225.00
Ballfield • First two hours • Each additional hour	\$60.00 \$10.00	\$85.00 \$15.00	\$85.00 \$15.00
Al Quaal and St.Rocco Pavilion • Daily Rate • Cleanup Bond (refundable) • Large event	Not applicable " "	Not Applicable " "	\$225.00 \$100.00 \$225 \$450.00

Lake Bancroft Gazebo/Park Daily Rate Cleanup Bond (refundable)*	\$60.00 \$100.00	\$85.00 \$100.00	\$85.00 \$225.00
Lake Bancroft Mining Heritage Pavilion Daily Rate Cleanup Bond (Refundable)*	Not Applicable "	Not Applicable "	\$225.00 \$100.00 \$225
Large Event Fee ----- <i>*Renter responsible for cleanup before and after</i>	Not Applicable	Not Applicable	\$450.00

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

PLANNING AND ZONING

Zoning Board of Appeals Public Hearings	\$250.00 non-refundable for residential requests \$350.00 non-refundable for commercial requests
Planning Commission Public Hearings	\$250.00 non-refundable for residential requests \$350.00 non-refundable for commercial requests
Zoning Compliance Permits (also required for Small on-site wind energy/solar structures)	\$30.00 Residential \$60.00 Commercial
Alley or Street Vacations	\$250.00 non-refundable for residential requests \$350.00 non-refundable for commercial requests
Fence Permits	\$10.00
Driveway (Passageway) over 150' in length from a Public Right of Way	\$70.00 for recording a Hold-Harmless Agreement
Planned Unit Development (PUD) Review	\$250.00
Residential Limited Animal Keeping Permit	\$20.00
Platted Subdivision or Condominium Development Permit	\$500.00
Site Plan Review for Commercial, Industrial, Multiple Family and other Developments	\$300.00
Private Road Permit serving up to five (5) Residential lots	\$300.00
Private Road Permit serving more than five (5) Residential Lots	\$550.00
Access Management Permit - Residential	\$40.00
Access Management Permit – Commercial	\$80.00
ANY AFTER THE FACT PERMIT	DOUBLE THE ORIGINAL COST
Marijuana Retailer/Provisioning Center Permit	\$5,000 annual permit fee (due January each year)

POLICE DEPARTMENT

Police reports	\$10.00
Breathalyzer tests (PBT)	\$5.00 per test
NSF Check Complaint Processing Fee	\$40.00 per complaint
Finger Prints	Ink - \$25.00 LiveScan - \$65.00
Liquor License Approvals	\$25.00 (Fee can be waived at discretion of the Chief of Police for special licenses converting to open license)
Serving of Eviction Papers	\$30.00

PUBLIC WORKS

Hydrant Meter Usage	\$250
---------------------	-------

OTHER CHARGES

- City of Ishpeming Charter \$5.00 per copy
- City Budget (Actual or Proposed) \$25.00
- City Zoning Ordinance \$25.00
- City Recreation Plan \$20.00
- City Master Plan \$20.00
- Photocopy Charge \$.50 per page
- Bad Checks/Electronic Payment \$30.00 per NSF Check
- Stop Payment Fee \$45.00

Other Permits

- Sidewalk Permit \$50.00
- Utility/Excavation Permit \$100 – Refundable Cash Bond no less than \$500
- Curb Cut and Driveway Permit \$50.00
- Dog Licenses

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

- Freedom of Information Requests

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

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

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

CITY ORDINANCES THAT RELATE TO RATES AND FEES

Ordinance 2-100: Discharge of Firearms

Permit Fee for indoor shooting range\$100.00

Ordinance 2-700: Inoperable Motor Vehicles

First Violation Civil Infraction\$100.00

Second Violation Civil Infraction\$500.00

Ordinance 3-400: Transient Photographers

License fee for transient photographers

Applicant\$20/day

Agent's\$5.00/day

Cash Bond.....\$500.00

Ordinance 3-500: Taxicabs

Taxi Cab License\$20.00

Taxi Cab Driver's License\$25.00

Ordinance 3-600: Bicycles

Bicycle Registration.....\$.50

Duplicate copy of registration\$.25

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

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

○ **Circus**

▪ First Performance\$100.00

▪ Each Subsequent Performance\$50.00

▪

○ **Equestrian Exhibit/Wild West Show**

▪ First Performance\$50.00

▪ Each Subsequent Performance\$25.00

○ **Other** - Each Performance\$25.00

Ordinance 3-900: Registration of Dealers in Precious Items

Registration Fee for Dealers of Precious Items\$50.00

Misdemeanor Fine (not to exceed)\$100.00

Ordinance 3-1100: Telecommunications Ordinance

Telecommunications Provider Permit\$500.00

Ordinance 3-1200: Second Hand and Junk Dealers

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

Municipal Civil Infraction (not to exceed).....\$500.00

Ordinance 3-1300: Permit and Regulate Mobile Food Vendors

Mobile Food Vendors Non-refundable License Fee\$100.00
(if vending on City and/or private property)
Licenses valid for the timeframe January 1 through December 31 of the following year.

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

Solid Waste Disposal

- For Availability of Service:
 - Single Family Home.....\$21.90/month
 - Separate living units in multi-family housing
 - With not more than (2) two units \$21.90/per unit
- Late payment penalty of 5% on each delinquent bill.

Every person and licensed solid waste hauler authorized by the City to haul directly to the Marquette County Landfill shall pay the landfill fee plus a permit application fee as follows:

- Haulers
 - Companies based within City Limits.....\$65.00/year
Annual permit which runs from January to December each year, pro-rated by full month for new applications throughout the years.
 - Companies outside City Limits.....\$10.00/month
Plus a deposit of\$150.00
(to be applied against landfill fee for new haulers or previously delinquent accounts)
 - All outstanding bills/invoices must be paid in full prior to the issue of new permits.
- Civil Infraction (not-to-exceed).....\$200.00

Ordinance 4-500: Noxious Weeds and Miscellaneous Debris

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

Ordinance 4-1100: Open Burning Without a Permit

Dispatching fire apparatus and personnel to extinguish open burning:

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

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

Overnight parking permit in City lots\$25.00/month
Permit for contractors\$5.00/week
20.00/month

Fines:

Two hour violation.....\$10.00
Occupy more than one space\$10.00
Collection after 30 days for above.....\$15.00
Overnight parking in parking lots from November 1 to April 30\$50.00
Collection after 30 days\$55.00
Parking more than 12 inches from curb\$20.00
Collection after 30 days\$25.00

Ordinance 5-200: Parking Violations

- Angle parking violations.....\$20.00
- Obstructing traffic.....\$20.00
- Prohibited Parking (signs unnecessary)
 - On sidewalk except November 1 – April 30 where not regularly cleared of snow\$20.00

- In front of public or private drive.....\$20.00
- Within intersection\$20.00
- Within 15 feet of hydrant\$20.00
- On crosswalk\$20.00
- Within 30 feet of any traffic sign or signal located at the side of a street\$20.00
- Within 20 feet of fire station entrance\$20.00
- Beside street excavation when traffic obstructed.....\$20.00
- Double parking\$20.00
- Within 200 feet of accident where police in attendance\$20.00
- In front of theater\$20.00
- Blocking emergency exit.....\$20.00
- Blocking fire escape\$20.00
- In Prohibited Zone (signs required).....\$20.00
- In Handicapped Parking Spaces (signs required).....\$50.00
- Night parking(1:00-6:00 a.m., November 1 – April 30).....\$50.00
Collection after 30 days.....\$55.00
- Night parking in a City-owned designated parking lot without a permit or with an expired permit.....\$50.00
Collection after 30 days.....\$55.00
- Illegal day parking in City Hall parking lot\$20.00
- In alley (except loading and unloading).....\$20.00
- Parking for certain prohibited purposes:
 - Displaying vehicle for sale\$20.00
 - Working or repairing vehicle\$20.00
 - Display advertising.....\$20.00
 - Selling Merchandise.....\$20.00
 - Over 48 hours\$20.00
- Bus Stop (signs required).....\$20.00
- Failure to set brake, turn wheels, or remove ignition key\$20.00
- Parking where no other fine is specified\$20.00

Ordinance 5-500: Operation and Parking upon Property of the Ishpeming Board of Education
Ishpeming School District no parking zones\$20.00

Ordinance 5-800: Operation of Certain Vehicles on Snowmobile Route
Reclaim possession of motor vehicle, motorcycle, three-wheeled motor vehicle,
Four-wheeled motor vehicle, or moped operated on the Snowmobile trail
Storage and Handling Fee.....\$50.00

Ordinance 6-401: Fees and Charges for Removal of Snow and Ice
Removal of snow placed improperly onto City Right of Way

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

Ordinance 7-400: Registration of Residential Rental Dwelling Units
Late rental registration fee.....\$50.00 per
Rental dwelling unit

Ordinance 7-500: Inspection of Residential Rental Dwelling Units

Initial Inspection\$100.00/unit

Renewal Inspection (including one follow-up)

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

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

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

Appeal Fee for appeal to Housing Appeals Board\$25.00

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

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

inspection because no one is present\$100.00

(missed original date and one rescheduled date)

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

Neighborhood Enterprise Zone

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

Ordinance 10-100: Owning and Keeping Dogs and Cats

Section 10-105(a)

**Impounding of Dogs and Cats(to Ishpeming Township Pound)..... \$35 first day
\$20/day after**

Impound for lodging at UPAWS\$30/day

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

Section 10-106

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

Ordinance 11-600: Regulating the Ishpeming Cemetery

City Residents

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

Non-Resident

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

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

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

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

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

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

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

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

Deed transfer per Lot, Grave Space \$500.00

Deed transfer fee per Niche\$1,000.00

Section 11-627: Indigent Rates

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

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Purchase of Lots and Niches

Lot Size	Resident	Non-Resident
1 grave space	\$550	\$1,100
2 grave spaces	\$1,100	\$2,200
3 grave spaces	\$1,650	3,300
5 grave spaces	\$2,750	\$5,500

Niche	Resident	Non-Resident
Bottom Row	\$1,095	\$2,070
Second Row	\$1,145	\$2,170
Third Row	\$1,195	\$2,270
Top Row	\$1,245	\$2,370

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

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

Ordinance 12-100: Water and Sewer Utility

Section 12-102(1a)

- Minimum monthly charge of ~~\$52.19~~ **\$54.80** for the first 0-2,500 gallons of water per month; for all metered water consumption greater than 2,500 gallons per month, an additional charge of ~~\$20.88~~ **\$21.93** per 1,000 gallons (or any part thereof).
- Above rates will be increased by 5% effective January 1 of each year

Section 12-102(2)

- Temporary Service based on average water usage

Section 12-102(3)

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

Section 12-102(4)

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

Section 12-102(5)

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

Section 12-102(6)

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

Section 12-103(4)

- Damaged Meter – Actual cost of repairs if damage caused by neglect on the part of the consumer.
- Meter testing fee will be \$250 and will appear on the following billing statement along with the cost of the new meter.
 - If the meter does not meet AWWA accuracy standards the City will credit the meter testing fee, issue a bill credit based upon average consumption over the prior 12 months and credit the cost of the new meter.

Section 12-103(9)

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

Section 12-104

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

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

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

Ordinance 12-700: Sewer Use

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

Ordinance 12-800: Wastewater Treatment Service Charges

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

5/8" and 3/4" meters	\$.75/quarter plus an installation charge and cost of meter testing
1" and larger	\$1.00/quarter plus an installation charge and cost of meter testing
- Residential sewer user served by a private well and discharging sewage into the public sewer system has the option of paying a "flat rate" user charge. The flat rate shall be based on the average metered residential usage rage.
- Minimum monthly sewer charge of ~~\$38.79~~ **\$40.73** for the first 0-2,500 gallons of water per month; for all metered water consumption greater than 2,500 gallons per month, an additional sewer charge of ~~\$15.52~~ **\$16.30** per 1,000 gallons.
 - The above rates will increase by 5% effective January 1st of each year.

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

Adopted: January 11, 2023