

**ISHPEMING CITY COUNCIL**  
**Wednesday, August 9, 2023 at 6:00 p.m.**  
**Ishpeming City Hall Council Chambers, 100 E. Division Street, Ishpeming MI**  
**City Hall Telephone Number: (906) 485-1091**

***A ZOOM LINK IS AVAILABLE ON THE CITY'S WEBSITE @ [WWW.ISHPEMINGCITY.ORG](http://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 (July 12<sup>th</sup> and August 2<sup>nd</sup>)
  - b. Approval of Disbursements
  - c. Confirm Resolution #2023-11 to Vacate Ally between Lot 85 and 86 Cleveland Iron Company's Addition
8. Monthly Financial Statement Report
  - a. Confirm Special Council Meeting for Audit Presentation: August 16, 2023 at 6:00 p.m.
9. 2023 Budget Amendments
10. Deficit Elimination Plans
  - a. Senior Center Construction Fund
  - b. Sewer Project Fund 2023: CWSRF Grant
11. Special Events
  - a. UP Cross Cyclocross Bike Race: October 15, 2023
  - b. 906 Adventure Team: Marji Gesick and Special Liquor License: September 15-17, 2023
  - c. 4-H Summer Day Camp Program: August 14-17 and Family Picnic August 18, 2023
12. Proposed Amendments to Policy 115: Non-Union Employees Policy
  - a. Proposed wage increases for full time Non-Union employees
  - b. Proposed wage increases for part-time Non-Union Employees
13. Police Department request to purchase a new Patrol Vehicle
14. Second Reading of Amendment to Ordinance 2-500, Regulating the Presence of Minors Under Age 16 in Public Streets and other places in the City of Ishpeming during certain hours
15. Courage Incorporated Charitable Gaming License Resolution
16. Consider Lease with the Iron Ore Heritage Trail for a portion of the Howard Oil Building Property
17. Consider purchase of used piston bully for Parks
18. Consider Quotes from Superior Paving to patch 7<sup>th</sup> Street and Main Street
19. Recommendations from the Cemetery Board
  - a. Consider approval of years 3, 4, and 5 of the GIS Cemetery Project
  - b. Consider quote for repair/replacement of a portion of Cemetery Fence
  - c. Authorization to begin purchasing process for columbarium's in 2024
20. Authorization to apply for a Michigan Community Center Grant
21. Authorization to issue Notice of Intent to Apply for the Building Resilient Infrastructure in Communities and Flood Mitigation Assistance Program
22. Appointment to fill the City of Ishpeming Representative vacancy on the Central Dispatch Policy Board
23. Old Business
24. New Business
25. Public Comment (*limit 3 minutes per person*)
26. Mayor and Council Reports
27. Manager's Report
28. Attorney's Report
29. Adjournment

  
Craig H. Cugini  
City Manager

7(c)

**RESOLUTION NO. 2023-11**

**RESOLUTION VACATING AN ALLEY IN THE  
CLEVELAND IRON COMPANY'S ADDITION TO THE  
CITY OF ISHPEMING**


WHEREAS, a public hearing was held on April 5, 2023, before the Ishpeming City Council, and no written or oral objections to the proposed vacation were submitted to the Ishpeming City Council, and it appears that it is in the best interests of the City of Ishpeming to vacate a certain portion of an alley in the Cleveland Iron Mining Company's Addition,

THEREFORE, BE IT RESOLVED, that the following portion of an alley in the Cleveland Iron Mining Company's Addition to the City of Ishpeming, as recorded in Liber 1 of Plats, page 1, now in Liber 12 of Plats, page 14A, Marquette County, Michigan, Records, be vacated:

That part of the alley in the Cleveland Iron Company's Addition  
lying between Lot 85 and Lot 86.

SAID LAND SHALL REVERT equally to the abutting landowners in accordance with Michigan law.

BE IT FURTHER RESOLVED, that the Ishpeming City Clerk shall record a certified copy of this Resolution with the Marquette County, Michigan Register of Deeds and send a certified copy of this Resolution to the State Treasurer.

  
\_\_\_\_\_  
Jason Chapman, Mayor

Date: July 7, 2023

I, Cathy Smith, Ishpeming City Clerk, hereby attest that the above resolution was adopted by the Ishpeming City Council at its Regular Monthly meeting held on April 5, 2023.

Cathy Smith  
Cathy Smith, City Clerk

STATE OF MICHIGAN           )  
  ) ss  
COUNTY OF MARQUETTE    )

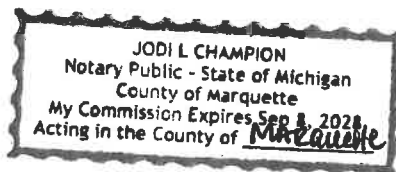
The foregoing instrument entitled Resolution Vacating an alley in the Cleveland Iron Company's Addition to the City of Ishpeming was acknowledged by Cathy Smith before me this 7th day of July, 2023,

Signature: Jodi L. Champion

Print name: Jodi L. CHAMPION Notary Public

Marquette County, Michigan

My Commission Expires: 9-8-2028



When Recorded Return To:

Cathy Smith  
Ishpeming City Clerk  
100 E. Division Street  
Ishpeming, Michigan 49849

Prepared By:

Caroline Bridges  
Ishpeming City Attorney  
701 N. Teal Lake Avenue  
Negaunee, Michigan 49866  
Telephone: (906) 475-9971



**City of Ishpeming**  
100 E. Division St.  
Ishpeming, MI 49849  
Phone: 906-485-1051 Fax: 906-485-6246  
[www.ishpemingcity.org](http://www.ishpemingcity.org)

10(a)

**Deficit Elimination Resolution for Senior Center Capital Projects Fund**

Councilmember \_\_\_\_\_ moved, Councilmember \_\_\_\_\_ seconded that;

WHEREAS, the City of Ishpeming Senior Center Capital Projects Fund has a \$(379,256) deficit on December 31, 2022; and

WHEREAS, Act 275 of the Public Acts of 1980 requires that a Deficit Elimination Plan be formulated by the local unit of government and filed with the Michigan Department of Treasury;

NOW THEREFORE, IT IS RESOLVED that the City of Ishpeming Senior Center Capital Projects Fund Deficit Elimination Plan:

	Note	Deficit Year	Current Deficit Year	Year 1
		2021	2022	2023
		Actual	Actual	Estimated
Unrestricted Net Position (Deficit) Jan. 1	1	0	\$ (379,258)	\$ (379,256)
Revenue				
Grant Revenue	2	525,868	-	398,536
Interest income		3	2	2
Contributions		24,956	-	
Total Revenue		550,827	2	398,538
Expenditures				
Personnel services		13,440	-	-
Contractual services		916,645	-	-
Total Expenditures	3	930,085	-	-
Unrestricted Net Position (Deficit) Dec. 31		(379,258)	(379,256)	19,281

**Notes to the Deficit Elimination Plan**

**Note 1:** As enumerated in Note AC in the 2022 audit report, the net position in the Senior Center Capital Projects Fund was \$(379,256). As shown the ending net position for the year 2021 was \$(379,258) and the only change which occurred in fiscal year 2022 was interest revenue of \$1.98

**Note 2:** The deficit in the fund stems from delay receipt of grant revenues due to administrative delays and clerical challenges related to submission occurring outside of the organization. On April 5, 2023 the city received \$143,233.54 relating to the project and as of August 1, 2023 the SIGMA self service portal shows two payments scheduled in the amount of \$238,422.00 and \$16,860.00 which the city expects to be deposited within the week. The three payments in total make up the expected revenue for fiscal year 2023.

**Note 3:** No expenditures are recorded in 2022 or expected in 2023 because construction was completed on the project in 2021.

Be it further resolved that the City of Ishpeming's Finance Director submits the Deficit Elimination Plan to the Michigan Department of Treasury for certification.

Notice: This is not an official check or EFT notification. It may not be used as a substitute for the original document received.

STATE OF MICHIGAN  
REMITTANCE ADVICE

Check/EFT No: 3313285608  
Check/EFT Date: 4/4/2023

Vendor Code: CV0047803  
Vendor Name: CITY OF ISHPERING  
Alias/DBA:  
Assignee Name:  
Assignee Alias/DBA:

Document ID #: EFT 185 230000503003  
Check/EFT Amount: 143233.54  
Amount includes freight and/or is net of discount

DEPARTMENT NAME	INVOICE DATE	VENDOR INV #	INVOICE AMOUNT	LINE AMOUNT	CHECK/EFT DESCRIPTION
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Michigan Strategic Fund

DRB-16086

143,233.54

143,233.54

218031-CPF

# Scheduled Payment Search

- Search

- To search for scheduled payments for your invoices and funding requests, enter search criteria and click the 'Search' button.
- Scheduled Payment Results

- To sort scheduled payment results, click a column heading.
- Details

- To view more details about a scheduled payment, select a payment from the results and then click the 'Details' button.
- References

- To view referenced agreements information select a scheduled payment and click the 'Reference' button.
- Download

- To download search results to a CSV file, click the 'Download' button.

Search for Scheduled Payments

Invoice/Request Number :

Find

Find

Address ID :

Find

Find

Department :

Find

Find

Payment Scheduled From : 08/01/2023

Find

Find

Payment Scheduled To :

Find

Find

Payment Status :

Find

Find

Search

Clear

Select	Invoice/Request Number	Received Date	Department	Payment Request ID	Payment Status	Scheduled	Amount
<input type="checkbox"/>	DRB-16220		185	GAX 185 230000100125	Scheduled	08/01/2023	16,860.00
<input checked="" type="checkbox"/>	DRB-16217		185	GAX 185 230000100117	Scheduled	08/01/2023	238,442.00

10(b)



**City of Ishpeming**  
 100 E. Division St.  
 Ishpeming, MI 49849  
 Phone: 906-485-1091 Fax: 906-485-6246  
[www.ishpemingcity.org](http://www.ishpemingcity.org)

**Deficit Elimination Resolution for Sewer Project Fund - 2023 CWSRF**

Councilmember \_\_\_\_\_ moved, Councilmember \_\_\_\_\_ seconded that;

WHEREAS, the City of Ishpeming Sewer Project Fund - 2023 CWSRF has a \$(5,919) deficit on December 31, 2022; and

WHEREAS, Act 275 of the Public Acts of 1980 requires that a Deficit Elimination Plan be formulated by the local unit of government and filed with the Michigan Department of Treasury;

NOW THEREFORE, IT IS RESOLVED that the City of Ishpeming Sewer Project Fund - 2023 CWSRF Deficit Elimination Plan:

	Note	Deficit Year 2022	Year 1 2023
		Actual	Estimated
<b>Unrestricted Net Position (Deficit)</b>			
<b>Jan. 1</b>		\$ -	\$ (5,919)
<b>Revenue</b>			
TRANSFER IN - SEWER FUND			-
<b>Total Revenue</b>		-	-
<b>Expenditures</b>			
PRINTING & PUBLISHING	2	916	(916)
PROFESSIONAL SERVICES	2	5,003	(5,003)
<b>Total Expenditures</b>	3	5,919	(5,919)
<b>Unrestricted Net Position (Deficit)</b>			
<b>Dec. 31</b>	1	(5,919)	-

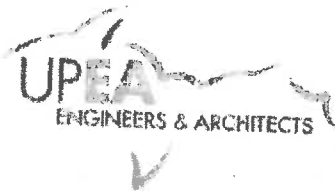
**Notes to the Deficit Elimination Plan**

**Note 1:** As enumerated in Note AC in the 2022 audit report, the net position in the Sewer Project Fund - 2023 CWSRF was \$(5,919).

**Note 2:** The Sewer Project Fund - 2023 CWSRF was intended to aid in the tracking of bond proceeds by the prior finance office manager for the organization but has been deemed redundant in 2023 by the incoming finance director as the city already has a separate sewer fund. The majority of the deficit in the Sewer Project Fund - 2023 CWSRF was incurred via a year-end journal entry accruing an invoice dated January 2023 covering expenses incurred in December 2022 expenses back to December 2022. The remaining cost represents a notice to taxpayers published in 2022 concerning the sewer bond issuance.

**Note 3:** The \$(5,919) in expenditures represent a reclassification of Sewer costs into the existing Sewer fund to be made in 2023. The fund will be made inactive upon the zeroing out of its net position and reclassification of historical activity.

Be it further resolved that the City of Ishpeming's Finance Director submits the Deficit Elimination Plan to the Michigan Department of Treasury for certification.



100 Portage Street · Houghton, MI 49931

906.482.4810 · 800.562.7684 · Fax 906.482.9799

**Invoice**

January 12, 2023

Project No: 03161

Invoice No: 2300605

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

Project 03161 Ishpeming City-CWSRF Sewer Project  
Prepare design plans & specifications for wastewater system improvements for EGLE CWSRF project, assist with bidding, provide a resident project representative during construction.

**Professional Services from December 4, 2022 to December 31, 2022**

**Fee**

Billing Phase	Contract Amount	Earned To Date	Previously Invoiced	Current Invoice
Basic Services	463,210.00	10,152.60	5,150.00	5,002.60
TriMedia Surveying Services	136,790.00	69,920.00	69,920.00	0.00
Additional Services	60,000.00	0.00	0.00	0.00
Total Fee	660,000.00	80,072.60	75,070.00	5,002.60
Total Fee				5,002.60
Total this Invoice				\$5,002.60

Charge to Account #: 484-524.801.000 (JWE)

*Thanks,  
Chris*



# THE MINING Journal

249 West Washington Street  
P.O. Box 430  
Marquette, MI 49855  
(906) 228-2500

Statement Number	120096	Billing Date	12/31/22
Account Number	DI3437	Billing Period	DECEMBER 2022
Total Amount Due	1284.35	Amount Enclosed	

## Combined Advertising Invoice/Statement

Bill Account Name And Address
ISHPEMING CITY OF CITY HALL ISHPEMING MI 49849

Remittance Address
THE MINING JOURNAL 249 W WASHINGTON ST PO BOX 430 MARQUETTE MI

NOTE: TEARSHEETS

15974DI3437001284351231226

Please Detach Upper Portion And Return With Payment

Day	Reference	Description	Dimensions	Units	Rate
3		Previous Balance	2 X 2	4	28.30
6		2022 DEC. BOR	3 X 3	9	28.30
12	CK# 124256	PN-12-21			
17		Payment Thank You	3X10.50	31.5	28.30
17		NTTAXPAYERS 12-17			
17		AFFIDAVITS			

*bonds*

BOR 101-209-740.000 = \$ 113.20

ZONING 101-722-900.000 = \$ 254.70

SERIES BONDS 484-483-900.000 = \$ 916.45

Message

Totals			Ageing		
Display	Other Charges	Credits	Current	30 Days	60 Days
1259.35	25.00	107.50	1284.35	.00	.00

Billing Date		Balance due upon receipt of this advertising statement
Statement Number	12/31/22	
Account Number	DI3437	
Billing Period	DECEMBER 2022	

Contract Information		Name Of Advertiser
Expiration Date	Requirement	
Current Month	Cumulative	

Salesperson	
CLASS.DEPT EXT 211	

THE MINING Journal  
249 W Washington Street, Marquette, MI 49855  
(906) 228-2500



**ISHPEMING POLICE DEPARTMENT**  
**CITY OF ISHPEMING, MICHIGAN**  
**100 EAST DIVISION STREET**  
**ISHPEMING, MICHIGAN 49849**  
**906-486-4416**



13

**Chad M. Radabaugh**  
Chief of Police

To: City Manager Craig H. Cugini and City Council Members  
From: Police Chief Chad Radabaugh  
Purpose: Purchase of new patrol vehicle.

In the 2023 budget our department was authorized to purchase a new patrol vehicle, in the amount of \$45,000.00. An additional \$9,200.00 was also authorized to outfit the new patrol vehicle, for a total of \$54,200. These numbers were based on the price of new patrol vehicles purchased by department's in 2022 and future projects made by dealerships.

Since the budget was approved last year, the cost to purchase and outfit a patrol vehicle have increased due to lack of production and inflation. We have reached out to several dealerships in an attempt to locate a vehicle to purchase. We located Lunghamer Ford of Owosso, who has the MI deal contract for Ford patrols vehicles, Contract# 071B7700180. On July 19, 2023, I was contacted by Lunghamer Ford and advised they were able to obtain one 2023 patrol vehicle.

Lunghamer Ford of Owosso has given us the following two options:

1. A 2023 Ford F150 Super Crew 4x4 Police Responder Pickup: \$48,689.00
2. A 2024 Ford F150 Super Crew 4x4 Police Responder Pickup: \$52,649.00
3. A 2024 Ford Police Interceptor AWD: \$50,850.00

Elcom Systems is our authorized dealer for all things involving outfitting vehicles. Below is their quote to outfit the Interceptor. They advised it will be at least \$800 cheaper to outfit the truck.

1. \$14,267.00

I have also included an estimate from Icon Signs to place lettering on the new patrol vehicle. Their estimate totaled \$575.00

I am asking council to approve the purchase of option 1, the 2023 F150. The purchase of truck will allow our officers to have better access to the trails systems with in our city when needed. The purchase of a truck will also give our department a better option when transporting evidence/property that is to big to transport with our current fleet of vehicles. As of now when that issues arises, we are forced to use our personal trucks or at times a DPW pickup.

I am asking that the council consider amending the budget to purchase a new vehicle from the approved funds of \$54,000.00 to \$65,000. Lunghamer Ford is holding the 2023 vehicle for us, at this point. As of now the current delivery lead time for the 2024 options on a new vehicle is estimated at 30 plus weeks from receipt of purchase order.

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



906-228-5887 • IconSignsInc.com  
601 Lakeshore Dr. Ishpeming, MI 49849

## Estimate

Date	Estimate #
1/10/2023	

Name / Address

City of Ishpeming, MI 49849

Project

Item	Description	Qty	Rate	Total
Lettering	GRAPHICS PACKAGE FOR NEW POLICE CAR IN REFLECTIVE VINYL	1	575.00	575.00
			<b>Subtotal</b>	\$575.00
			<b>Sales Tax (6.0%)</b>	\$0.00
			<b>Total</b>	\$575.00

QUOTE: 7723A

2024 FORD PI WITH ROOFTOP LIGHTBAR

New Website!

DATE: 07/07/23

<http://elcomsystems.net>

TO: ISHPERING POLICE  
ATTN: Kirby Frantti  
100 E. Division Street  
ISHPERING, MI 49849  
Phone: 906-486-4416  
kirbyfrantti@ishpemingcity.org

FROM: Elcom Systems  
Mark Olson  
3150 Wright St.  
Marquette, MI 49855  
Phone: 906-228-5255  
Fax: 906-228-2621  
Email: [mark@elcomsystems.net](mailto:mark@elcomsystems.net)

LINE ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	1	FRONT PARTITION WITH SLIDING REAR WINDOW	\$989.00	\$989.00
2	1	CARGO AREA PARTITION WITH FULL REPLACEMENT BIO-SEAT	\$1,500.00	\$1,500.00
3	1	SETINA PUSH BUMPER WITH 4 BUILT-IN mPOWER LED LIGHTS	\$1,149.00	\$1,149.00
4	1	REAR WINDOW BARS	\$299.00	\$299.00
5	1	DUAL UNIVERSAL LOCKING GUN MOUNT	\$579.00	\$579.00
6	1	23" CONSOLE AND FACE PLATES	\$625.00	\$625.00
7	1	DUAL CUP HOLDER	\$65.00	\$65.00
8	1	FLIP UP ARMREST	\$180.00	\$180.00
9	2	SIDE REAR WINDOW LIGHTS 1 RED 1 BLUE	\$170.00	\$340.00
10	2	SURFACE MOUNT INTERSECTOR LIGHTS 1 RED 1 BLUE	\$214.00	\$428.00
11	2	REAR LIGHTS NEXT TO LICENSE PLATE 1 RED 1 BLUE	\$153.00	\$306.00
12	1	ROOFTOP LIGHTBAR WITH SCENE LIGHTS AND AMFR	\$2,850.00	\$2,850.00
13	1	TRAFFIC CONTROL	\$860.00	\$860.00
14	1	REAR INTERIOR LIGHTBAR	\$576.00	\$576.00
15	1	SIREN/LIGHT CONTROLLER	\$261.00	\$261.00
16	1	100 WATT SIREN SPEAKER	\$460.00	\$460.00
17	1	STRIP-OUT OLD CAR	\$2,500.00	\$2,500.00
18	1	INSTALLATION	\$300.00	\$300.00
		MISC SHOP SUPPLIES		
PRICES GOOD FOR 30 DAYS AFTER THE DATE ON THE QUOTE				
			Total	\$14,267.00
			Plus Shipping	TBD
			Tax	
PRICES VALID 30 DAYS FROM DATE OF THE QUOTE			TOTAL:	\$14,267.00

Thank you for the opportunity to provide this quotation...Get Connected, Get Elcom!














July 19, 2023

City of Ishpeming Police Department  
Attn: Chief Chad Radabaugh  
100 East Division Street  
Ishpeming, MI 49849

Dear Chad Radabaugh:

Price on 2023 Vehicle State of Michigan Contract# 071B7700180 and Macomb County Contract# 21-18 Bid:

**2023 Ford F150 Super Crew 4x4 Police Responder Pickup      \$48,689.00 ea**

Service Contract: 36,000 miles or 36 months factory bumper to bumper warranty and 100,000 miles or 60 months powertrain warranty.

**Delivery date: Current lead time to order is estimated at 30 + weeks from receipt of Purchase Order.**

**Order Cutoff Date: Incoming Unit.**

**Ford Motor Company does not guarantee delivery---Ford Motor Company will make reasonable efforts to schedule orders received prior to fleet order cut-off date.**

**Payment requirements:** All departments to pay on delivery of vehicle. 10-day grace period will be given if previous arrangements have been made. An \$8.00 per day floor plan will be charged if payment is not at the dealership within 10 days of delivery of the vehicle (s).  
**If you have any questions please call me, 888-92-Fleet (888-923-5338).**

Respectfully Submitted,

*Bill Campbell*

Bill Campbell  
Government & Fleet Sales

1960 E Main St Owosso, MI 48867, 888-92-FLEET (888.923.5338) Fax 517-625-5832

2



June 23, 2023

City of Ishpeming Police Department  
Attn: Sgt. Kirby Frantti  
100 East Division Street  
Ishpeming, MI 49849

Dear Sgt. Kirby Frantti:

Price on 2024 Vehicle State of Michigan Contract# 071B7700180 and Macomb County Contract# 21-18 Bid:

**2024 Ford F150 Super Crew 4x4 Police Responder Pickup \$52,649.00 ea**

Service Contract: 36,000 miles or 36 months factory bumper to bumper warranty and 100,000 miles or 60 months powertrain warranty.

**Delivery date: Current lead time to order is estimated at 30 + weeks from receipt of Purchase Order.**

**Order Cutoff Date: DRAFT TBD.**

**Ford Motor Company does not guarantee delivery---Ford Motor Company will make reasonable efforts to schedule orders received prior to fleet order cut-off date.**

**Payment requirements:** All departments to pay on delivery of vehicle. 10-day grace period will be given if previous arrangements have been made. An \$8.00 per day floor plan will be charged if payment is not at the dealership within 10 days of delivery of the vehicle (s).  
**If you have any questions please call me, 888-92-Fleet (888-923-5338).**

Respectfully Submitted,

*Bill Campbell*

Bill Campbell  
Government & Fleet Sales

1960 E Main St Owosso, MI 48867, 888-92-FLEET (888.923.5338) Fax 517-625-5832



3



June 22, 2023

City of Ishpeming Police Department  
Attn: Sgt. Kirby Frantti  
100 East Division Street  
Ishpeming, MI 49849

Dear Sgt. Kirby Frantti:

Price on 2024 Vehicle State of Michigan Contract# 071B7700180 and Macomb County Contract# 21-18 Bid:

**2024 Ford Police Interceptor Utility AWD in Black**

**\$50,850.00 ea**

Service Contract: 36,000 miles or 36 months factory bumper to bumper warranty and 100,000 miles or 60 months powertrain warranty.

**Delivery date:** Current lead time to order is estimated at 30 + weeks from receipt of Purchase Order.

**Order Cutoff Date: DRAFT TBD.**

**Ford Motor Company does not guarantee delivery---Ford Motor Company will make reasonable efforts to schedule orders received prior to fleet order cut-off date.**

**Payment requirements:** All departments to pay on delivery of vehicle. 10-day grace period will be given if previous arrangements have been made. An \$8.00 per day floor plan will be charged if payment is not at the dealership within 10 days of delivery of the vehicle (s).  
**If you have any questions please call me, 888-92-Fleet (888-923-5338).**

Respectfully Submitted,

*Bill Campbell*

Bill Campbell  
Government & Fleet Sales

1960 E Main St Owosso, MI 48867, 888-92-FLEET (888.923.5338) Fax 517-625-5832

14

ORDINANCE NO. 2-500

AN ORDINANCE REGULATING THE PRESENCE OF MINORS UNDER THE AGE OF SIXTEEN YEARS IN PUBLIC STREETS AND OTHER PLACES IN THE CITY OF ISHPEMING DURING CERTAIN HOURS; DEFINING THE DUTIES OF PARENTS OR OTHERS IN CARE OF MINORS; PROVIDING FOR ARREST AND PENALTIES FOR VIOLATION THEREOF

THE CITY OF ISHPEMING ORDAINS:

Section 2-501. Loitering of Minors Prohibited. It shall be unlawful for any minor to be found upon the public streets, highways, roads, alleys, parks, public buildings, places of amusement and entertainment, restaurants, vacant lots, or any public places, between the hours of 10:00 p.m. and 5:00 a.m. of the following day, official city time, if such minor is under the age of sixteen years; provided, however, that the provisions of this section do not apply to a minor accompanied by his or her parent, guardian or other adult person having the care and custody of such minor; nor where the minor is in the performance of an errand or duty directed by such parent, guardian or custodian; nor where the minor is returning home from any school or youth center activity, nor where the legal employment of such minor makes it necessary to be upon the streets, alleys or other public places during the night time after said specified hour.

Section 2-502. Responsibility of Parents. It shall be unlawful for the parent, guardian or other adult person having the care and custody of a minor under the age of sixteen years to permit such minor to be found upon the public streets, highways, roads, alleys, parks, playgrounds, or other public grounds, public places and public buildings, places of amusement and entertainment, restaurants, vacant lots, or any public place, between the hours of 10:00 p.m. and 5:00 a.m., official city time; provided, however, that the provisions of this section shall not apply to the excepted classes mentioned in the provision in Section 2-501.

Section 2-503. It shall be unlawful for any person, firm or corporation operating restaurants, places of amusement and entertainment to permit any minors under sixteen years of age to enter or remain in such restaurants, places of amusement and entertainment during the hours prohibited under this ordinance; provided, however, that the provisions of this section do not apply when the minor is accompanied by his or her parent, guardian or other adult person having the care and custody of the minor.

Section 2-504. Each violation of the provisions of the above sections shall constitute a separate offense.

Section 2-505. Any such minor violating the provisions of Section 2-501 shall have their parents/guardian contacted and the minor shall be turned over to said parents/guardian. ~~deemed a delinquent or neglected child as defined in the Statutes of the State of Michigan, and shall be punished by a civil infraction citation, by a fine of \$100.00. and shall be brought before the juvenile court having jurisdiction over said minor. Said minor shall be dealt with by said court as provided by law.~~

Section 2-506. Penalty. Any parent, guardian or other adult person having the care and custody of a minor violating Section 2-502, upon conviction thereof, and shall be ~~punished by a fine not to exceed \$100.00, or imprisonment in the Marquette County Jail for a period not to exceed 90 days, or both such fine and imprisonment.~~ punished by responsible for a civil infraction citation, by a fine of \$100.00.



Section 2-507. Penalty. Any person, firm or corporation operating restaurants, places of amusement and entertainment violating Section 2-503, upon conviction thereof, and shall be punished by responsible for a civil infraction citation, by a fine of \$100.00. ~~shall be punished by a fine not to exceed \$100.00, or imprisonment in the Marquette County Jail for a period not to exceed 90 days, or both such fine and imprisonment.~~

Section 2-508. Separability of Provisions. It is the intention of the City Council that each separate provision of this ordinance shall be deemed independent of all other provisions herein; and it is further the intention of the City Council that if any provision of this ordinance be declared invalid, all other provisions thereof shall remain valid and enforceable.

Section 2-509. All ordinances or amendments to ordinances in conflict with this ordinance are hereby repealed.

Passed: November 9, 1949

Amended: July 29, 2005

Amended:

15

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES  
(Required by MCL 432.103(K)(II))

At a Regular meeting of the Ishpeming City Council  
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD  
called to order by Mayor Chapman on August 9, 2023  
DATE  
at 6:00 a.m./p.m. the following resolution was offered:  
TIME  
Moved by \_\_\_\_\_ and supported by \_\_\_\_\_  
that the request from Courage Incorporated of Ishpeming  
NAME OF ORGANIZATION CITY  
county of Marquette, asking that they be recognized as a  
COUNTY NAME  
nonprofit organization operating in the community for the purpose of obtaining charitable  
gaming licenses, be considered for Approval.  
APPROVAL/DISAPPROVAL

APPROVAL

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

DISAPPROVAL

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

I hereby certify that the foregoing is a true and complete copy of a resolution offered and  
adopted by the Ishpeming City Council at a regular  
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL  
meeting held on August 9, 2023  
DATE

SIGNED: \_\_\_\_\_  
TOWNSHIP, CITY, OR VILLAGE CLERK

Cathy Smith, City Clerk  
PRINTED NAME AND TITLE

100 E. Division Street, Ishpeming MI 49849  
ADDRESS

## Cathy Smith

---

**From:** Courage Incorporated <courageincmich@gmail.com>  
**Sent:** Wednesday, July 5, 2023 4:35 PM  
**To:** Cathy Smith  
**Subject:** Courage Incorporated - lottery request  
**Attachments:** local gov resolution.pdf; Raffle License approval.pdf; IRS501c3DeterminationLetter-Approval.pdf; Charitable Solicitation Registration 58150.pdf

Hi Cathy,

I'm writing to request the attention of the city council to pass a resolution on our behalf. Simply stated, the state lottery bureau is asking for the local municipality to acknowledge that our organization is an actual non-profit organization acting in the community.

If you're not familiar with our organization, we were founded in Ishpeming in 2016. By 2017 we had our formal articles of incorporation filed (and approved) and our IRS 501(c)3 determination letter. Courage Incorporated provides free outdoor wilderness-based excursions to physically disabled individuals and veterans, as well as those living with chronic/terminal illness.

We're not asking for permission to conduct a raffle or other fundraiser at this time. We're simply looking for the local governing body to give recognition to our organization so that we may acquire lottery licenses for fundraising opportunities in the future.

Attached to this email is the original request from the state lottery bureau, the form that they need filled out, along with some of the official credentials for our organization from the IRS and the state of Michigan. You may see a Wisconsin mailing address on some of the documents - that is because I now live in Appleton. Our organization is still a local Ishpeming / UP organization.

I've left you a voicemail regarding this matter as well. Please, feel free to give me a call at the number below if you have questions about any of this. I'm happy to chat more about it.

Thank you for your attention to this matter.

**Erik Conradson** | Courage Incorporated Founder & Executive Director  
(920) 213-8816 | [www.CourageIncorporated.org](http://www.CourageIncorporated.org) | [www.Facebook.com/CourageIncorp](https://www.Facebook.com/CourageIncorp) |  
[www.YouTube.com/CourageIncorporatedVideos](https://www.YouTube.com/CourageIncorporatedVideos)





GRETCHEN WHITMER  
GOVERNOR

State of Michigan  
Bureau of State Lottery  
101 E. Hillsdale • P.O. BOX 30023 • Lansing, Michigan 48909  
www.michigan.gov/cg • (517) 335-5780 • FAX (517) 267-2285



BRIAN NEILL  
COMMISSIONER

February 13, 2023

Organization ID: 141670

Rhonda Numikoski  
Courage Incorporated  
403 Krikpatrick Ave #72  
Palmer, MI 49871

Dear Rhonda Numikoski:

We have received documentation to qualify your organization as a Local Civic organization to conduct licensed gaming events as allowed by Act 382 of the Public Acts of 1972, as amended.

We are pleased to inform you that your Large Raffle license, R68638, is enclosed. **However, additional qualification information must be submitted to this office before any additional licenses will be issued.**

No further licenses will be issued until you complete the qualification process, please submit the following information:

1. A copy of a resolution passed by the local government stating the organization is a recognized nonprofit organization in the community; form enclosed.

2. A revenue and expense statement for the previous 12 month period to prove all assets are used for charitable purposes, i.e. 990's, treasurer's report, audit. Do not send check registers or cancelled checks. Explain the purpose of each expenditure made to an individual. Once the organization has conducted licensed gaming events, the Bureau may require the organization to provide additional proof that all assets are being used for charitable purposes.

Please enclose a copy of this letter with the requested information and mail, fax to 517/267-2285, or email to CG-Additional-Info@michigan.gov. Be sure to include your organization ID number 141670 on all correspondence submitted to our office.

We look forward to working with you in the future. If you have any questions or need further assistance, please contact us at 517/335-5780.

Sincerely,

Charitable Gaming Division



16  
P.O. Box 763  
Marquette, MI 49855  
906-235-2923  
ironoreheritage.com

8-7-2023

Dear Ishpeming City Council,

The Iron Ore Heritage Recreation Authority would like to request a 25-year lease of a piece of property located at the HOB Trailhead. It would be roughly a 60'X120' extension of the IOHT to create an ADA parking spot with picnic table accessibility including improved ground surface and bicycle parking.

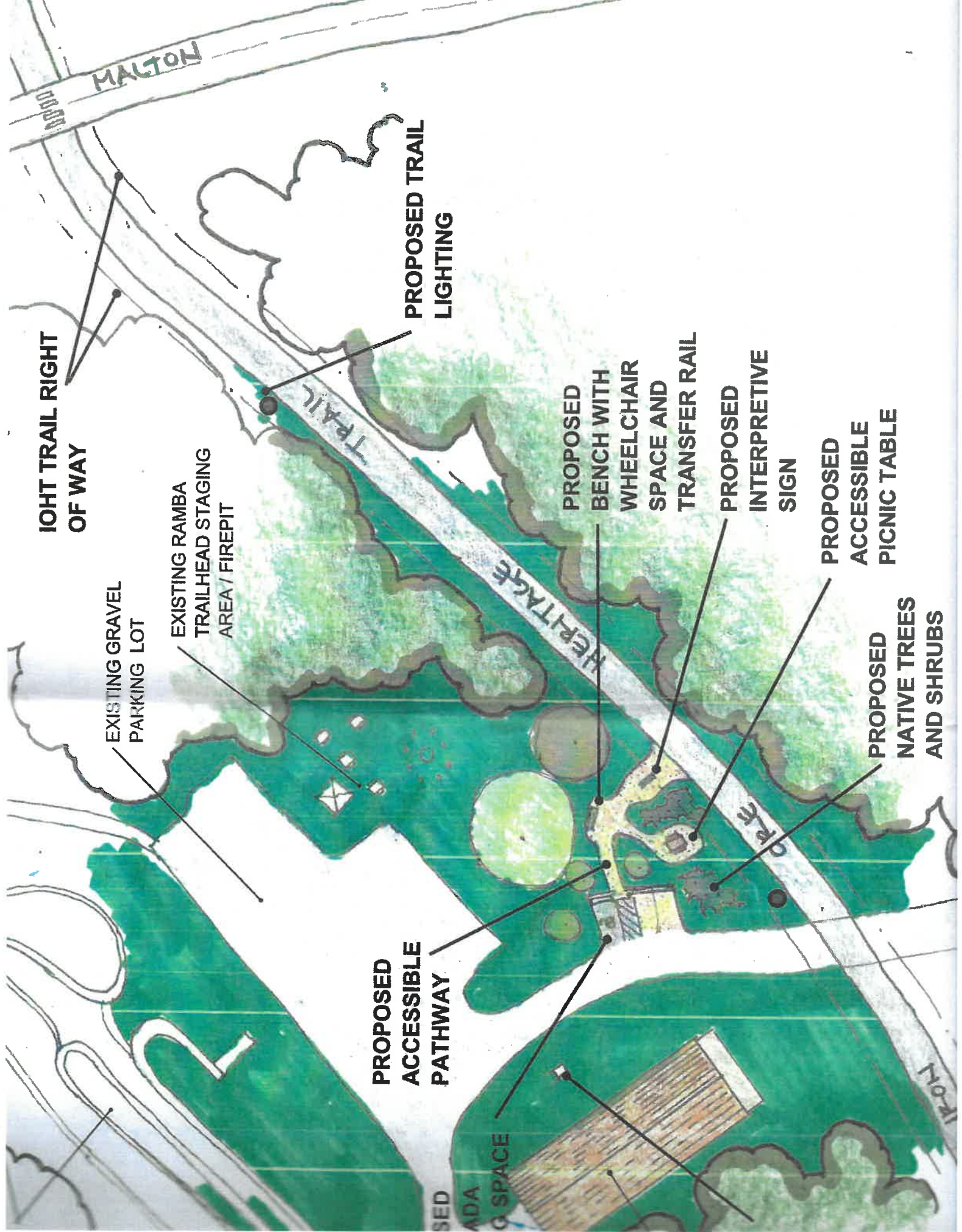
See architect rendering by Bill Sanders for reference. Larry Bussone will be doing the surveying.

We would be working with RAMBA to incorporate this into their existing plans for the trailhead.

Sincerely,

Bob Hendrickson  
IOHT administrator  
906.235.2932  
ironoreheritage@gmail.com





IOHT TRAIL RIGHT  
OF WAY

EXISTING GRAVEL  
PARKING LOT

EXISTING RAMBA  
TRAILHEAD STAGING  
AREA / FIREPIT

PROPOSED  
ACCESSIBLE  
PATHWAY

PROPOSED TRAIL  
LIGHTING

PROPOSED  
BENCH WITH  
WHEELCHAIR  
SPACE AND  
TRANSFER RAIL

PROPOSED  
INTERPRETIVE  
SIGN

PROPOSED  
ACCESSIBLE  
PICNIC TABLE

PROPOSED  
NATIVE TREES  
AND SHRUBS

ADA  
SPACE

TRAIL

MALTON

18



1900 Industrial Parkway • Marquette, MI 49855  
Phone (906) 226-1052 • Fax: (906)228-5858

July 28, 2023

City of Ishpeming  
100 E. Division St.  
Ishpeming, MI 49849

RE: Prep & Paving of Patch on Seventh St.

Superior Paving Inc. would like to quote the above referenced project for an asphalt patch on Seventh St. of 1,784 sft. at 3" in depth compacted.

Description	Bid Qty	Unit of Measure	Unit Price
Patch on Seventh St.	1	LSUM	\$14,400.00
<b>TOTAL ESTIMATED COSTS:</b>			<b>\$14,400.00</b>

Price Includes:

Mobilization  
Saw cutting  
3" HMA 4EL or higher quality mix in two lifts  
Removal and disposal of existing asphalt and gravel to allow for the placement of the asphalt pavement  
Fine Grading & Compaction of Gravel Base

Price does NOT include:

Bonds, dues, permits, or testing  
Furnishing & placing 22A gravel – if gravel is needed, it will be furnished and placed for \$29.00 per ton  
Traffic control  
Structure adjustments – catch basin covers & manhole covers, and water monument boxes

Notes:

To prep and pave the additional 232' x 24' area of Seventh St., add \$22,500.00 to the Total Estimated Cost.

If you have any questions on this proposal, please call me at the contact information listed above.

Sincerely,  
SUPERIOR PAVING, INC.

Michael H. Morissette  
Estimator  
Attachment



1900 Industrial Parkway • Marquette, MI 49855  
Phone (906) 226-1052 • Fax: (906)228-5858

July 28, 2023

City of Ishpeming  
100 E. Division St.  
Ishpeming, MI 49849

RE: Prep & Paving of Patch on Main St.

Superior Paving Inc. would like to quote the above referenced project for an asphalt patch on Main St. of 1,820 sft. at 4" in depth compacted.

Description	Bid Qty	Unit of Measure	Unit Price
Patch on Main St.	1	LSUM	\$17,000.00
TOTAL ESTIMATED COSTS:			\$17,000.00

Price Includes:

Mobilization

Saw cutting

4" HMA 4EL or higher quality mix in two lifts

Removal and disposal of existing asphalt and gravel to allow for the placement of the asphalt pavement

Fine Grading & Compaction of Gravel Base

Price does NOT include:

Bonds, dues, permits, or testing

Furnishing & placing 22A gravel – if gravel is needed, it will be furnished and placed for \$29.00 per ton

Traffic control

Structure adjustments – catch basin covers & manhole covers, and water monument boxes

Notes:

**To prep and pave the additional 165' x 28' area of Main St., add \$21,600.00 to the Total Estimated Cost.**

If you have any questions on this proposal, please call me at the contact information listed above.

Sincerely,  
SUPERIOR PAVING, INC.

Michael H. Morissette  
Estimator  
Attachment



The Ishpeming Cemetery Board meeting was held on Monday, July 17, 2023, at the Ishpeming City Hall Conference Room. The meeting was called to order at 3:00 p.m. by Member Magnuson.

Staff present: April Holm-DPW, Bill Anderson-DPW General Foreman, and Kaleb Rundman-Assistant Foreman Cemetery Parks, Craig Cugini-City Manager. Council Liaison: Councilmember Scanlon was absent.

Present: Tracy Magnuson, Christine Moffat, Jim Bertucci, Dr. Stephen Piereson, and Karen Kasper (5). Absent: None

**PUBLIC COMMENT** – None.

#### **MINUTES OF THE PREVIOUS MEETING**

A motion was made by Member Bertucci, supported by Member Magnuson and carried unanimously to approve the minutes of May 15, 2023 as presented.

#### **CEMETERY GIS UPDATE AND DEMO**

Ken Kaiser with Tri Media Consultants attended the Cemetery Meeting to give the board a demonstration on their progress mapping out the Cemetery and what it would look like. They have been able to survey a large portion of the cemetery. Tri Media has students from NMU doing most of the onsite work at the Cemetery. He was able to give a demonstration on how it worked and how helpful it will be for residents locating loved ones.

Jim Bertucci made a motion to recommend to council to approve years 3,4, and 5 of the GIS Cemetery project with support from Tracy Magnuson. The motion was carried unanimously.

#### **FENCE QUOTE**

Kaleb Rundman – Assistant Foreman Cemetery/Parks presented to the board a quote that he received from Marquette Fence to replace damaged fencing around the Cemetery. The quote was for \$9046. Marquette Fence was the only quote received because they are the only company in the area that does that type of work.

A motion was made by Tracy Magnuson with support from Jim Bertucci to recommend to council that to accept the quote from Marquette Fence to repair and replace some lengths of the cemetery fence; as they are the only company in the area to do this type of work. The motion was passed unanimously.

#### **COLUMBARIUM UPDATE**

The city received an additional quote for a new columbarium from Menominee Granite. The structure would be a different size then the existing ones. Niches would be a little bit smaller but there would be more of them. Also, for this type of granite they recommend engraving the names and dates on the doors instead of the bronze markers. The installation of the bronze markers would be more time consuming and costly. The quote was approximately \$23,500. The pricing is not guaranteed until the order is placed because of the fluid cost of granite in the market.

The cemetery only has 5 niches left and it was recommended to potentially purchase 2 because of their popularity and the amount of time it takes us to secure a new one. Also, there is potential that we may get a price break if we purchase 2.

Bjork and Zhulkie notified the Cemetery that they had another company that was potentially interested in submitting a quote for a new columbarium as well. The quote was not submitted in time for the meeting.

Tracy Magnuson made a motion with support from Karen Kasper to recommend \$50,000 be allocated in the 2024 budget to purchase 2 columbariums and recommending cemetery staff to obtain quotes since construction could take up to 12 months. The vote was carried unanimously.

#### **OLD/NEW BUSINESS**

Dr Stephen Pieresen would potentially like to see a larger more prominent sign at the entrances of the Cemetery that would say "No Pets Allowed." He has had many people approach him about dogs being walked in the Cemetery. Tracy suggested that we laminate a few larger signs and place them out there to see if that would deter people from bringing their pets into the Cemetery before making the investment for more permanent signs. Also, everyone should be encouraging people when they see dogs in the cemetery to call the police.

Karen Kasper let everyone know that the Cemetery tours would continue to the end of August. The tours have been very popular this year.

City Manager Craig Cugini suggested that the Cemetery Board send a Thank You card to the ROTC for cleaning Veteran markers this summer.

#### **NEXT MEETING DATE AND PLACE**

The next meeting will be held September 19, 2023, at Ishpeming City Hall.

#### **ADJOURNMENT**

At 3:54p.m., a motion was made by Member Magnuson with support from Member Moffat to adjourn.

Respectfully submitted,

April Holm  
Recording Secretary



830 W. Washington Street  
Marquette, MI 49855  
906.228.5125  
906.228.5126 Fax  
www.trimediaee.com

19(a)

**SENT VIA ELECTRONIC MAIL**

June 29, 2022

Mr. Bill Anderson  
City of Ishpeming - Department of Public Works  
208 South Lake Street  
Ishpeming, Michigan 49849

Re: *Revised Technical and Cost Proposal* – Professional Consulting Services for the City of Ishpeming's Cemetery Information Management System  
TriMedia Proposal Number 2021-7043a

Dear Mr. Anderson:

TriMedia Environmental & Engineering Services, LLC (TriMedia) appreciates having the opportunity to demonstrate how our staff can be of assistance to the City of Ishpeming (City) – Department of Public Works (DPW) by providing project management and consulting services for continued development of its Cemetery Information Management System.

Our team of professionals provides expertise in the areas of Geographic Information Systems (GIS) planning, mapping, database management, cemetery information management, ground penetrating radar, surveying, hydrologic and wetland studies, and storm water management. We have an experienced team of professionals with diverse expertise gained from consulting project work and from prior staff/management positions in the industry.

Mr. Ken Kaiser, GISP, will provide technical expertise and project management. He will be assisted, as needed, by other TriMedia technical staff with commensurate credentials. TriMedia has successfully completed, or is in the process of completing, similar local projects for Limestone Township, Mathias Township, Munising Township, Mueller Township, Humboldt Township, and L'Anse Township (Aura and Pequaming cemeteries).

**PROJECT UNDERSTANDING**

TriMedia understands that the City is requesting a cost estimate for GIS services for its Cemetery Information Management System. **This will be done for six defined areas of the cemetery over a six-year period.** Our proposal has been developed to allow the City to use its existing GIS software and accounts, to avoid costly future maintenance fees. We have developed the following proposed *Scope-of-Service* based on information available to-date.

***Scope-of-Service***

**Task 1: Project Management**

TriMedia will provide project management services to aid in ensuring project tasks and budget are consistent with this proposed *Scope-of-Service*. This effort will include project planning and scheduling activities, and development of documentation and communication to support the project.

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Environmental	Industrial Hygiene	Health & Safety	Geospatial Data Services	Survey
---------------	--------------------	-----------------	--------------------------	--------

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866.866.5125



www.trimediaee.com

**Task 2: GIS and Plot Map Development**

TriMedia will develop a GIS created from the existing paper map of cemetery blocks, plots, and gravesites. This map will be populated in GIS with data the City has currently entered into existing digital records from an export to a useable database or spreadsheet. The GIS will be integrated into the City's GIS system and include training of City staff to be able to update future records and make map changes.

**Task 3: GIS Public Access Website**

TriMedia will develop a web-based, interactive map depicting headstone locations, burial names, and headstone photographs. This will provide an easy to use, searchable, web-based map to allow the public to easily navigate the cemetery via computer or real time via their phone or tablet. The map will be transitioned to the City to host through their ArcGIS Online account.

**Task 4: Global Position Systems (GPS) Headstone Mapping (Optional)**

TriMedia will collect survey grade GPS locations of all headstones with photographic links. Headstone data such as name, born/death dates and veteran status will also be collected. A site will also be setup to utilize the City's existing ArcGIS Online account for both viewing and providing a portal to upload documents such as sales deeds, burial certificates, etc. This dataset will allow users to view actual site photographs of locations that they select and allow City staff to match actual burial information with grave plots.

**Task 5: Drone Survey (Optional)**

TriMedia recommends a drone flight be performed to acquire accurate and high-quality aerial photographs of the existing cemetery. The aerial photograph will be utilized as a background and reference for the GIS data and will clearly show features such as buildings, fences, and headstones. Field activities will be completed by a Federal Aviation Administration Unmanned Aircraft Systems certified remote pilot, who will be accompanied by a flight observer.

**PROJECT COST**

TriMedia has developed a not-to-exceed cost of **\$27,600.00** for completion of Tasks 1 – 3, or **\$73,150.00** for completion of Tasks 1 – 5, presented above. The project will be billed on a time and expense, not-to-exceed basis and in no case will the project estimate be exceeded unless so authorized by the City in writing. In this way, should some of the project contingencies not be necessary, the City will limit project expenditures because TriMedia will only charge for those services required and expended during the project. Costs beyond year 2023 include a 3% rate increase per year. The cost estimate is further detailed as follows:

**Lots 45-66 (2022):**

Task 1: Project Management	\$ 800.00
Task 2: GIS and Plot Map Development	\$ 5,850.00
Task 3: GIS Public Access Website	\$ 250.00
<b>Total:</b>	<b>\$ 6,900.00</b>

Mr. Bill Anderson  
City of Ishpeming - Department of Public Works  
June 29, 2022  
Page 3

Task 4: GIS/GPS Headstone Mapping	\$ 11,000.00
Task 5: Drone Survey	<u>\$ 375.00</u>
<b>Total:</b>	<b>\$ 18,275.00</b>

**Lots 68-80 (2023):**

Task 1: Project Management	\$ 450.00
Task 2: GIS and Plot Map Development	\$ 3,350.00
Task 3: GIS Public Access Website	<u>\$ 150.00</u>
<b>Total:</b>	<b>\$ 3,950.00</b>

Task 4: GIS/GPS Headstone Mapping	\$ 6,275.00
Task 5: Drone Survey	<u>\$ 225.00</u>
<b>Total:</b>	<b>\$ 10,450.00</b>

**Lots 81-91 (2024):**

Task 1: Project Management	\$ 750.00
Task 2: GIS and Plot Map Development	\$ 5,575.00
Task 3: GIS Public Access Website	<u>\$ 225.00</u>
<b>Total:</b>	<b>\$ 6,550.00</b>

Task 4: GIS/GPS Headstone Mapping	\$ 10,500.00
Task 5: Drone Survey	<u>\$ 350.00</u>
<b>Total:</b>	<b>\$ 17,400.00</b>

**Lots 35-44 (2025):**

Task 1: Project Management	\$ 275.00
Task 2: GIS and Plot Map Development	\$ 2,000.00
Task 3: GIS Public Access Website	<u>\$ 100.00</u>
<b>Total:</b>	<b>\$ 2,375.00</b>

Task 4: GIS/GPS Headstone Mapping	\$ 3,750.00
Task 5: Drone Survey	<u>\$ 125.00</u>
<b>Total:</b>	<b>\$ 6,250.00</b>

**Lots 1-16 (2026):**

Task 1: Project Management	\$ 500.00
Task 2: GIS and Plot Map Development	\$ 3,775.00
Task 3: GIS Public Access Website	<u>\$ 150.00</u>
<b>Total:</b>	<b>\$ 4,425.00</b>

Task 4: GIS/GPS Headstone Mapping	\$ 7,100.00
Task 5: Drone Survey	<u>\$ 250.00</u>
<b>Total:</b>	<b>\$ 11,775.00</b>

Mr. Bill Anderson  
City of Ishpeming - Department of Public Works  
June 29, 2022  
Page 4

**Lots 17-34 (2027):**

Task 1: Project Management	\$ 375.00
Task 2: GIS and Plot Map Development	\$ 2,900.00
Task 3: GIS Public Access Website	\$ 125.00
<b>Total:</b>	<b>\$ 3,400.00</b>

Task 4: GIS/GPS Headstone Mapping	\$ 5,425.00
Task 5: Drone Survey	\$ 175.00
<b>Total:</b>	<b>\$ 9,000.00</b>

**AUTHORIZATION TO PROCEED**

TriMedia appreciates having the opportunity to present this *Revised Technical and Cost Proposal*. We trust the content and format of this correspondence is consistent with our discussions and your expectations. In the event you wish to retain TriMedia, we request your authorization to proceed by executing below and returning one copy of this correspondence and one initialed copy of the enclosed Terms and Conditions. Should the City desire to issue a Purchase Order, please reference *Revised TriMedia Proposal Number 2021-7043a*, and all Terms and Conditions presented herein shall apply.

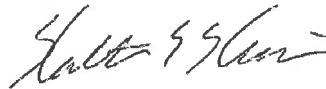
Should you have any questions or wish to discuss this *Revised Technical and Cost Proposal* in greater detail relative to the technical requirements or anticipated project costs and pricing controls, please contact either of the undersigned at (906) 228-5125, or via email at [klevely@trimediaee.com](mailto:klevely@trimediaee.com) or [kkaiser@trimediaee.com](mailto:kkaiser@trimediaee.com).

**Your Priority. Our Promise.** On behalf of the professional staff at TriMedia, we look forward to your review and the opportunity to successfully complete this project for the City of Ishpeming DPW.

Sincerely,  
TriMedia Environmental & Engineering Services, LLC



Kelly D. Levely, ASP  
GIS Specialist



Kenneth G. Kaiser, GISP  
GIS Manager

KDL/KGK/mlh  
Enclosure: Terms and Conditions  
cc: TriMedia File 2021-7043a

Mr. Bill Anderson  
City of Ishpeming - Department of Public Works  
June 29, 2022  
Page 5

**ACCEPTANCE**

City of Ishpeming DPW (herein referred to as "Client") hereby contracts with TriMedia to perform the services described above and in accordance with the presented Terms and Conditions, unless otherwise specified in writing.

City of Ishpeming DPW

TriMedia Environmental & Engineering  
Services, LLC

  
\_\_\_\_\_  
Bill Anderson

Craig H. Cugini

  
\_\_\_\_\_  
Tom L. Anthos, CIH, Member

Date: 20 October 2022

Date: 10/26/2022

COUNCIL APPROVED ITEMS 1 & 2 AT AUGUST 3, 2022  
MEETING. COUNCIL ASKED STAFF TO FIGURE  
OUT FUNDING FOR ITEMS 3-6 AND BRING  
BACK TO COUNCIL

  
CONTRACT NOT TO EXCEED \$28,725.

## **TERMS AND CONDITIONS**

### **City of Ishpeming**

1. **PARTIES AND SCOPE OF WORK:** TriMedia Environmental & Engineering Services, LLC ("TriMedia") shall include said company, or its particular division performing the work. "Work" means the service(s) performed by TriMedia for Client or at Client's direction. "This Agreement" consists of the TriMedia *Technical and Cost Proposal*, Client's written acceptance thereof if accepted by TriMedia, and these **Terms and Conditions**. "Client" refers to the person or business entity ordering the work to be done by TriMedia. Any Additional Services shall be authorized in writing signed on behalf of the Client and TriMedia.
2. **PERFORMANCE:** TriMedia will perform professional services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar circumstances in the same or similar locality. The foregoing standard of care is in lieu of all other standards and warranties. TriMedia shall not be liable for any claim, damage, cost or expense (including attorney fees) or other liability or loss not caused, partly or solely, by the negligent acts, errors or omissions of TriMedia.
3. **TERMINATION:** This Agreement may be terminated by either party upon seven (7) days prior written notice. In the event of termination, TriMedia shall be paid for all costs and fees up to the effective date of termination.
4. **PAYMENT:** TriMedia shall invoice for services rendered and incurred reimbursable expenses, and each invoice shall be due and payable within 90 days of the date of the invoice. Invoices over 30 days past due will be charged interest at the rate of 1-1/2% per month on the unpaid balance or the highest lawful rate, whichever is less. TriMedia may, after 10 days written notice to the Client, suspend performance of services until all past due amounts are paid. In the event Client elects to pay TriMedia via American Express, Discover, VISA® or MasterCard® for all services rendered and reimbursable costs incurred, a 3.5% transaction fee surcharge will be added to each TriMedia invoice, with the total becoming immediately payable to TriMedia by Client.
5. **INSURANCE:**
  - a. TriMedia will furnish to Client the Certificates of Insurance indicating the required coverages and conditions prior to the commencement of work under this contract.
  - b. TriMedia, and any and all of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to Client. The requirements below should not be interpreted to limit the liability of TriMedia. All deductibles and SIRs are the responsibility of TriMedia.
  - c. TriMedia shall procure and maintain the following insurance coverage:
    1. **Worker's Compensation Insurance**, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
    2. **Commercial General Liability** not less than \$1,000,000 per occurrence and \$2,000,000 in aggregate. Coverage shall include, but not limited to, the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent.



3. **Automobile Liability**, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

4. **Additional Insured:** All policies shall include an endorsement stating the following shall be Additional Insureds: The Client, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the Client as additional insured, coverage afforded is considered to be primary and any other insurance the Client may have in effect shall be considered secondary and/or excess.

5. **Cancellation Notices:** Policy(ies), as described above, shall be endorsed to state the following: It is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: (City of Ishpeming, Attention: City Clerk, 100 East Division Street, Ishpeming, Michigan 49849)

6. **INDEMNITY:** TriMedia agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from damages and losses arising from negligent acts, errors or omissions of TriMedia in the performance of professional services under this Agreement, to the extent TriMedia is responsible for such damages and losses on a comparative basis of fault and responsibility between TriMedia and the Client. The Client agrees, to the fullest extent permitted by law, to indemnify and hold TriMedia harmless from any damage, liability or cost to the extent caused by the Client's negligent acts, errors, or omissions and those of his or her contractors, subcontractors, or consultants or anyone for whom the Client is legally liable arising from the project that is the subject of this Agreement.

7. **FEDERAL RIGHT-TO-KNOW COMPLIANCE:** In compliance with the Federal *Hazard Communication Standard*, Client shall provide TriMedia with a list of hazardous chemicals in the work place, and related Material Safety Data Sheets, which employees may be exposed while executing this Agreement.

8. **UTILITIES AND SUBSURFACE OBJECTS:** Client represents and warrants that it has advised TriMedia of any known or suspected utilities at any site at which TriMedia is to do work hereunder.

9. **ACCESS TO SITE:** Client will arrange and provide access to each site upon which it will be necessary for TriMedia to perform its work.

10. **OWNERSHIP OF DOCUMENTS:** TriMedia's reports, drawings, maps, compilations and other documents or creations prepared under this Agreement, including works which are solely electronic, shall become the property of Client upon completion of the work and payment in full of all monies due to TriMedia.

11. **CERTIFICATIONS, GUARANTEES, AND WARRANTIES:** TriMedia shall not be required to sign any documents, no matter by whom requested, that would result in TriMedia having to certify, guarantee or warrant the existence of conditions whose existence TriMedia cannot ascertain.

12. **INFORMATION PROVIDED BY OTHERS:** To the extent known, TriMedia shall indicate to the Client the information needed for rendering of services. The Client shall provide to TriMedia such information and TriMedia shall be entitled to rely upon the accuracy and completeness thereof.

13. **ENTIRE AGREEMENT:** This Agreement contains the entire understanding between the parties. Client acknowledges that no representations, warranties, undertakings or promises have been made other than and except those expressly contained herein.

14. **INDEPENDENT CONTRACTOR:** The relationship between the Client and TriMedia is that of an independent contractor.

15. **GOVERNING LAW/ASSIGNS/WRITTEN NOTICE:** This Agreement shall be deemed to have been made in Marquette County, Michigan, and shall be governed by, and construed in accordance with the laws of the State of Michigan. Neither the Client nor TriMedia may delegate, assign, sublet or transfer its duties, responsibilities or interests in this Agreement, including but not limited to, monies that are due or monies that may be due, without the written consent of the other party. Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered by registered or certified mail.

*Revised TriMedia Proposal Number 2021-7043a*

*Acceptance:* \_\_\_\_\_

19(6)

See Drawing

## Marquette Fence Company, Inc.

1446 M-28 East  
Marquette, MI 49855  
Phone: (906) 249-8000  
Fax: (906) 249-8002

Date: 5-30-23

Proposal To: Ishpermung Cemetery

Mailing Address: \_\_\_\_\_ Job Site Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: parksforman@ishpermungcity.org Attn: \_\_\_\_\_

Total Height: 4' Style Fence: Chainlink Height of Fabric: 4'  
Depth of Bury: - Style Fabric: Woven Gauge: 9 Mesh: 2" Coating: galv  
Top Rail: 1 5/8" Mid Rail: - Bottom Rail/ Wire: - Spaced: 10' Driven/Concrete  
Line Post: \_\_\_\_\_ End & Corner Posts: \_\_\_\_\_ Frame Work Finish: galv.  
Walk Gate Posts: \_\_\_\_\_ Drive Gate Posts: \_\_\_\_\_ Gate Frame: \_\_\_\_\_

Erected in Place: y Materials Only: \_\_\_\_\_ Good Side To Neighbor: Yes/No Fence to Follow: Ground/Level

**Terms of Payments: 25% down balance net 10 days upon completion.**

### Chainlink

281' - Replace Damaged Fabric 9ga. galvanized @ \_\_\_\_\_  
224' - Replace Damaged 1 5/8" Toprail @ \_\_\_\_\_  
44 - Posts to Straighten @ \_\_\_\_\_  
Total Repair @ \$ 6958.00

### Ornamental

1 - 42" Ameristar Aegis II 3 Rail Panel @ \_\_\_\_\_  
1 - Aegis II 3" Steel Post @ \_\_\_\_\_  
6 - Flat Mount Brackets @ \_\_\_\_\_  
Total Repair @ \$ 2088.-  
Total @ \$ 9046.00

Acceptance - This proposal and diagram, when accepted by Marquette Fence Co. and upon review of Terms & Conditions by the customer, becomes a contract between the two parties.

We publish pictures of our fence installations to our website. If you do not want your installation on our site, please check this box ☐

Accepted Marquette Fence Co.

Accepted: \_\_\_\_\_

Marquette, MI

By: [Signature]

Date: \_\_\_\_\_

**\*All Property Owners Must Get a Fence Permit Where Required, Prior to Any Erection of Fencing Materials.\***

Initial: \_\_\_\_\_



## Michigan Community Center Grant Application Booklet

**Proposals must be submitted by 5 p.m. August 31, 2023 via EGrAMS**  
 Michigan Department of Labor and Economic Opportunity (LEO)  
 Michigan Community Service Commission (MCSC)

The Michigan Community Service Commission (MCSC) and the Michigan Department of Labor and Economic Opportunity (LEO) prepared this Grant Application Booklet to assist you in preparing your Michigan Community Center Grants application. A sample application with all questions as listed in the online application is available on our website: [Michigan.gov/CommunityCenterGrants](https://michigan.gov/CommunityCenterGrants).

All applicants must complete their application in the EGrAMS Grants Management's online application system. Paper applications and supporting materials will not be accepted and will be considered ineligible. The EGrAMS Online Application System is available at <https://egramms-mi.com/LEO>. You will begin the application by creating a user profile affiliated with LEO. Once your profile is complete, find the Community Center Grant Application.

It is strongly recommended that you review all information in conjunction with the online application in EGrAMS before you begin to prepare your application. Please use this Guide and the sample application form to assist you in your application for the Community Center Grant program.

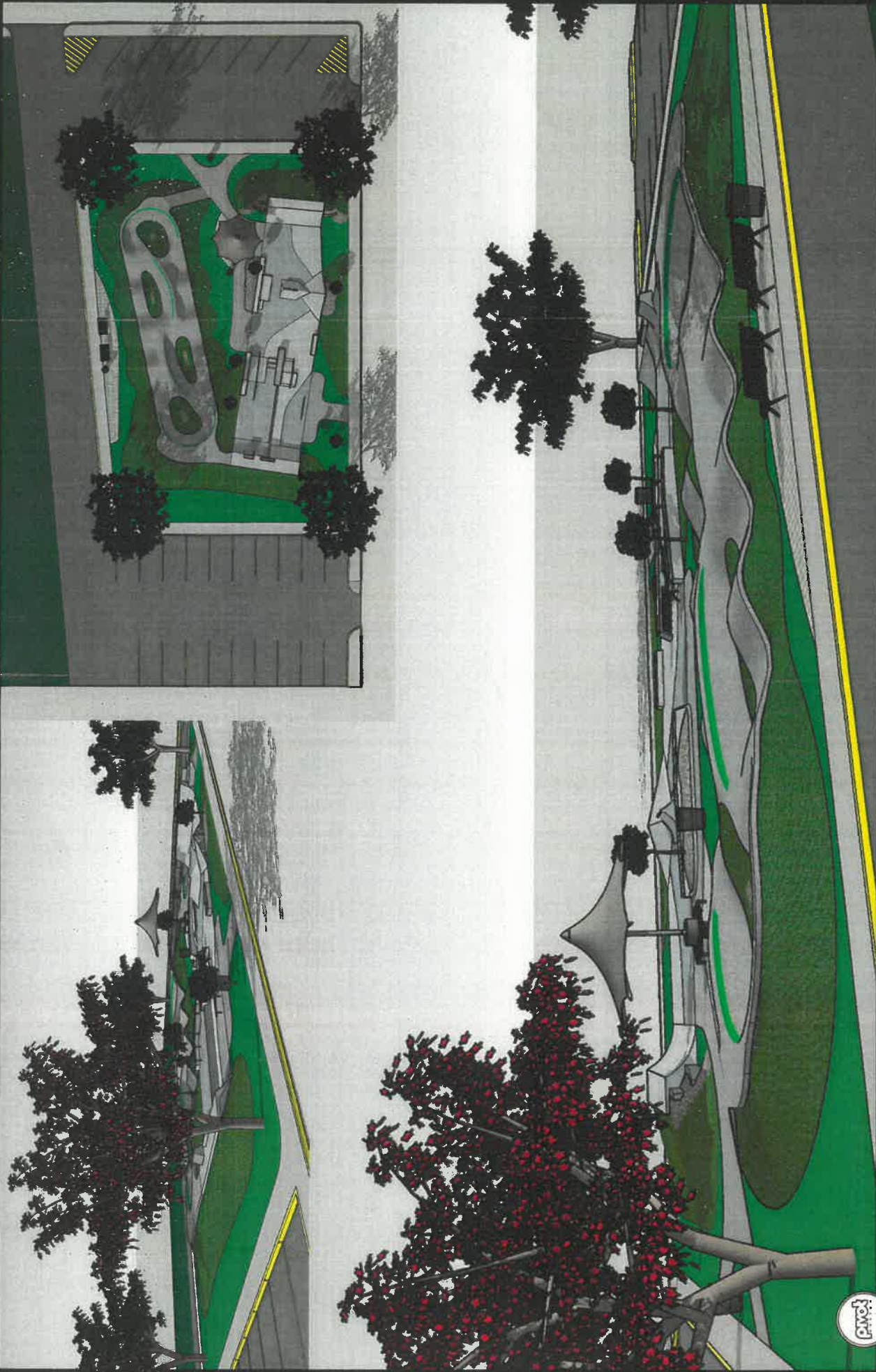
### Grant Process

1. Register or update your organization in the System for Award Management (SAM).
2. Report or obtain a Unique Entity Identifier Number and Employer Identification Number.
3. Register in Sigma, Establish an EGrAMS account, and initiate application.
4. Write a high-quality proposal that is responsive to the RFP.
5. Submit application in EGrAMS by 5 p.m. August 31, 2023.

### Community Center Grants Schedule

Date	Activity
June 29, 2023	RFP Posted
July 12, 2023	<a href="#">Community Center Grant webinar</a>
July 13, 2023	<a href="#">EGrAMS webinar</a>
August 31, 2023	Deadline for Submission
October 23, 2023	Awardees Notified
October 30, 2023	Project Agreements issued to successful applicants
December 31, 2024	All awarded grant funds must be committed to third-party contracts
October 31, 2026	All grant funded projects must be complete





a division of APC

ISHPEMING MI



# Michigan State Police

## Emergency Management and Homeland Security Division

### *Informational Bulletin*

**Issue: 23-02**

**August 01, 2023**

### **Building Resilient Infrastructure in Communities and Flood Mitigation Assistance Program**

### **Seeking Project Proposals for Fiscal Year 2023 Time Sensitive - Respond ASAP Notices of Intent Due No Later than September 24, 2023**

In anticipation of the Federal Emergency Management Agency (FEMA) announcing the opening of the application period for Fiscal Year (FY) 2023 Building Resilient Infrastructure and Communities (BRIC) and Flood Mitigation Assistance (FMA), the Michigan State Police, Emergency Management and Homeland Security Division (MSP/EMHSD) is seeking Notice of Intent (NOI) forms – project proposals – for eligible hazard mitigation activities. It is expected that FEMA will release the FY23 Notice of Funding Opportunity (NOFO) for both programs on or around August 30, 2023, and that the application period for the programs will be opened on September 30, 2023. This bulletin will be updated once the NOFOs have been released if there are important updates to share.

#### **Purpose**

Hazard mitigation activities are intended to reduce or eliminate future property damages and loss of life from natural hazards, such as floods, tornadoes, and storms. The FEMA BRIC and FMA programs provide funds for hazard mitigation planning activities and implementation of mitigation projects. Based on past funding cycles of the programs, FEMA's general priorities for the programs are as follows (if the NOFOs identify significant changes to the priorities, this section will be updated after the NOFO release):

#### **Building Resilient Infrastructure and Communities (BRIC) Priorities:**

- Projects that incentivize natural hazard risk reduction activities that mitigate risk to public infrastructure and disadvantaged communities as referenced in Executive Order 14008.
- Projects that incorporate [nature-based solutions](#).
- Projects that enhance climate resilience and adaptation.
- Increase funding to applicants that facilitate the adoption and enforcement of the latest published editions of building codes.

#### **Flood Mitigation Assistance (FMA) Priorities:**

- Project Scoping activities to develop community and individual flood mitigation projects.
- Projects that address community flood risk for the purpose of reducing National Flood Insurance Program (NFIP) flood claim payments.
- Projects that mitigate the risk of flooding to individual NFIP insured structures.

Program grant guidance for BRIC and FMA can be found in FEMA's [Hazard Mitigation Assistance Program and Policy Guide](#).

Each of the programs are distinct and have separate eligibility criteria and program rules. Although cost sharing requirements vary by program, most grants are funded with a 75% federal share and a 25% local match.

Some examples of eligible mitigation project activities include: construction of safe rooms; retrofit of structures