

**ISHPEMING CITY COUNCIL**  
**Wednesday, June 5, 2024 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. Approval of Agenda**
- 5. Public Comment** *(limit 5 minutes per person--to be used for general public comment or reserved for an agenda item)*
- 6. Consent Agenda**
  - a. Minutes of Previous Meeting (May 8<sup>th</sup>, Closed Session May 8<sup>th</sup>)
  - b. Approval of Disbursements
  - c. Declare 171 library books as surplus
- 7. Monthly Reports from Departments**
  - a. Financial Statement Report
- 8. Public Hearings**
  - a. Proposed vacation of 20' wide alley between Lots 49-52-Nelson's Addition
  - b. Proposed vacation of 20' wide east-west alley between lots 163 & 165 of the Nelson's Addition
- 9. Unfinished Business**
  - a. Location and date for the special meeting to discuss proposed Ordinance #5-1400
- 10. New Business**
  - a. Special Event Applications
    - i. Annual Cal's Journey 5K Run/Walk for ALS: 8/17/2024
    - ii. Historical Society-Cemetery Tours: Tuesdays in July and August, 2024
    - iii. Shelly's Rainbow Bar and Temporary Liquor License: July 4, 5, 6, 7/August 10/Sept. 7, 2024
  - b. First Reading of Amendment to Ordinance 11-700, CHN Ishpeming Tax Exemption Ordinance
  - c. Confirm quotes from PK Contracting – Pavement Marking
  - d. First Reading of Amendment to Ordinance 8-100, Zoning Ordinance
    - i. RZ-2024-02, Map Amendment from Multiple Residential to General Residential
  - e. Discussion on Roadway Master Plan
  - f. Resolution 6-2024 – CWSRF Sewer Project Pay Application
  - g. Confirm Community Center Grant and City Fund Match for Skate Park
  - h. Confirm Execution of RRC-Technical Assistant Grant Branding and Marketing
  - i. Discuss Mayor Request for information on Playground Equipment
- 11. Public Comment** *(limit 3 minutes per person)*
- 12. Mayor and Council Reports**
- 13. Manager's Report**
- 14. Adjournment**

  
Craig H. Cugini  
City Manager

b (c)



**MEMO**

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

**5/28/2024**

The library has 171 books to be declared surplus. An itemized list of titles is attached.

7(a)

# UNAUDITED BALANCE SHEET EXCERPT FOR THE CITY OF ISHPEMING

Month Ended: April 30, 2024

Please see full listing of funds attached

GL NUMBER - FUND TITLE	BALANCE AS OF 3/31/2024	BALANCE AS OF 2/29/2024	Change From Prior Month
<b>Fund 101 - GENERAL FUND</b>			
Beginning Fund Balance - 2023	1,143,599.51	1,143,599.51	
Net of Revenues VS Expenditures - 2023	(323,482.13)	(323,482.13)	\$0.00 2023
*2023 End FB/2024 Beg FB	820,117.38	820,117.38	
Net of Revenues VS Expenditures - Current Year	560,725.14	903,884.06	(343,158.92) 2024
<b>ENDING FUND BALANCE</b>	<b>1,380,842.52</b>	<b>1,724,001.44</b>	<b>(343,158.92)</b>

For April 2024, the general fund received \$166k in state revenue sharing. A county settlement for delinquent taxes was received in May and will be reflected next month. \$298k in debt service payments for the pension bonds were made, otherwise personnel and fringe costs made up the bulk of the general fund activity.

<b>Fund 202 - MAJOR STREETS</b>			
Beginning Fund Balance - 2023	693,666.10	693,666.10	
Net of Revenues VS Expenditures - 2023	236,001.41	236,001.41	\$0.00 2023
*2023 End FB/2024 Beg FB	929,667.51	929,667.51	
Net of Revenues VS Expenditures - Current Year	(152,738.39)	31,117.85	(183,856.24) 2024
<b>ENDING FUND BALANCE</b>	<b>776,929.12</b>	<b>960,785.36</b>	<b>(183,856.24)</b>

State revenue sharing of a \$52k was received. Equipment rentals and material allocations drive the bulk of the expenditures for the month. A debt service payment of \$27k was made on the pension bonds.

<b>Fund 203 - LOCAL STREETS</b>			
Beginning Fund Balance - 2023	901,669.79	901,669.79	
Net of Revenues VS Expenditures - 2023	(176,492.96)	(176,492.96)	\$0.00 2023
*2023 End FB/2024 Beg FB	725,176.83	725,176.83	
Net of Revenues VS Expenditures - Current Year	(69,403.79)	16,632.08	(86,035.87) 2024
<b>ENDING FUND BALANCE</b>	<b>655,773.04</b>	<b>741,808.91</b>	<b>(86,035.87)</b>

State revenue sharing of \$26k was received. Equipment rentals and material allocations drive the bulk of the expenditures for the month. A debt service payment of \$33k was made on the pension bonds.

<b>Fund 248 - DDA</b>			
Beginning Fund Balance - 2023	779,444.38	779,444.38	
Net of Revenues VS Expenditures - 2023	54,038.58	53,464.79	\$573.79 2023
*2023 End FB/2024 Beg FB	833,482.96	832,909.17	
Net of Revenues VS Expenditures - Current Year	125,549.42	126,985.52	(1,436.10) 2024
<b>ENDING FUND BALANCE</b>	<b>959,032.38</b>	<b>959,894.69</b>	<b>(862.31)</b>

Activity for April 2024 was pretty minimal for the DDA. A delinquent tax settlement was received in May.

<b>Fund 401 - PUBLIC IMPROVEMENT FUND</b>			
Beginning Fund Balance - 2023	547,629.10	547,629.10	
Net of Revenues VS Expenditures - 2023	63,664.29	63,664.29	\$0.00 2023
*2023 End FB/2024 Beg FB	611,293.39	611,293.39	
Net of Revenues VS Expenditures - Current Year	301,254.90	308,642.94	(7,388.04) 2024
<b>ENDING FUND BALANCE</b>	<b>912,548.29</b>	<b>919,936.33</b>	<b>(7,388.04)</b>

Activity for the public improvement fund was likewise fairly minimal for the month of April. The FEMA grant reimbursement for fire equipment of ~130k will be reflected in May.

<b>Fund 590 - SEWER FUND</b>			
Beginning Fund Balance - 2023	10,108,849.81	10,108,849.81	
Net of Revenues VS Expenditures - 2023	(246,117.32)	(246,117.32)	\$0.00 2023
*2023 End FB/2024 Beg FB	9,862,732.49	9,862,732.49	
Net of Revenues VS Expenditures - Current Year	200,471.70	190,324.92	10,146.78 2024
<b>ENDING FUND BALANCE</b>	<b>10,063,204.19</b>	<b>10,053,057.41</b>	<b>10,146.78</b>

Metered sales for the sewer fund came in just over \$160k for April. \$55k in treatment costs were paid as well as \$76k in debt service payments on the pension bond.

**Fund 591 - WATER FUND**

Beginning Fund Balance - 2023	9,594,638.54	9,594,638.54	
Net of Revenues VS Expenditures - 2023	731,184.00	731,184.00	\$0.00 2023
*2023 End FB/2024 Beg FB	10,325,822.54	10,325,822.54	
Net of Revenues VS Expenditures - Current Year	(244,187.12)	(146,859.52)	(97,327.60) 2024
<b>ENDING FUND BALANCE</b>	<b>10,081,635.42</b>	<b>10,178,963.02</b>	<b>(97,327.60)</b>

System usage of 16 million gallons over the month of March was paid for in April totaling \$41k. Revenues for the fund came in at just over \$232k. Metered sales made up \$226k of the total revenues. \$115k in new meters and supplies were booked towards the meter replacement project. In addition debt service payments of \$105k were made on the pension bonds.

GL NUMBER - FUND TITLE	BALANCE AS OF 3/31/2024	BALANCE AS OF 2/29/2024	Change From Prior Month
<b>Fund 596 - GARBAGE/RECYCLE</b>			
Beginning Fund Balance - 2023	425,847.69	425,847.69	
Net of Revenues VS Expenditures - 2023	61,465.33	61,465.33	\$0.00 2023
*2023 End FB/2024 Beg FB	487,313.02	487,313.02	
Net of Revenues VS Expenditures - Current Year	37,526.25	21,691.94	15,834.31 2024
<b>ENDING FUND BALANCE</b>	<b>524,839.27</b>	<b>509,004.96</b>	<b>15,834.31</b>

Activity for the month of March in the garbage fund shows favorable billing timing. The increase in fund balance is expected flatten out in May.

**Fund 661 - MOTOR POOL EQUIPMENT FUND**

Beginning Fund Balance - 2023	1,045,607.99	1,045,607.99	
Net of Revenues VS Expenditures - 2023	8,777.01	8,777.01	\$0.00 2023
*2023 End FB/2024 Beg FB	1,054,385.00	1,054,385.00	
Net of Revenues VS Expenditures - Current Year	(10,562.70)	(103,247.43)	92,684.73 2024
<b>ENDING FUND BALANCE</b>	<b>1,043,822.30</b>	<b>951,137.57</b>	<b>92,684.73</b>

Rental revenues of \$138k were recorded in April. An \$11k loan payment was made on the city's dump truck.

**Fund 732 - POLICE & FIRE RETIREMENT**

Beginning Fund Balance - 2023	4,270,170.17	4,270,170.17	
Net of Revenues VS Expenditures - 2023	606,850.83	606,850.83	\$0.00 2023
*2023 End FB/2024 Beg FB	4,877,021.00	4,877,021.00	
Net of Revenues VS Expenditures - Current Year	214,042.71	431,545.28	(217,502.57) 2024
<b>ENDING FUND BALANCE</b>	<b>5,091,063.71</b>	<b>5,308,566.28</b>	<b>(217,502.57)</b>

Unfavorable market conditions drive the month over month decrease in fund balance. Market depreciation for the month of April came in around \$178k.

**YEAR TO DATE SUMMARY OF FUNDS DISPLAYED ABOVE**

<b>BEGINNING FUND BALANCE</b>	<b>30,527,012.12</b>	
<b>NET OF REVENUES &amp; EXPENDITURES YEAR TO DATE</b>	<b>973,240.82</b>	<b>1,883,965.07</b>
<b>FUND BALANCE</b>	<b>31,489,690.24</b>	<b>32,307,155.97</b>

Current Claim on Pooled Cash	4/30/2024	3/31/2024	Change
Fund 101 - GENERAL FUND	1,246,386.00	1,550,731.64	(304,345.64)
Fund 202 - MAJOR STREETS	796,902.79	980,759.03	(183,856.24)
Fund 203 - LOCAL STREETS	635,438.98	721,474.85	(86,035.87)
Fund 248 - DDA	558,539.23	560,307.11	(1,767.88)
Fund 401 - PUBLIC IMPROVEMENT FUND	912,548.29	921,376.85	(8,828.56)
Fund 590 - SEWER FUND	2,155,132.89	2,148,461.23	6,671.66
Fund 591 - WATER FUND	1,803,434.97	2,065,172.92	(261,737.95)
Fund 596 - GARBAGE/RECYCLE	433,842.17	448,242.22	(14,400.05)
Fund 661 - MOTOR POOL EQUIPMENT FUND	335,629.80	252,659.09	82,970.71
<b>\$</b>	<b>8,877,855.12</b>	<b>\$ 9,649,184.94</b>	<b>\$ (771,329.82)</b>

Major Factors driving decrease in cash are the pension bond payments made in April and the meter replacement project

8(a)

**CITY OF ISHPEMING**

**NOTICE OF PUBLIC HEARING**

Notice is hereby given that a public hearing will be held by the Ishpeming City Council on Wednesday, June 5, 2024 at 6:00 p.m. in the Council Chambers at Ishpeming City Hall, 100 E. Division Street, to consider oral or written comments regarding the proposed vacation of the following described public property in the City of Ishpeming:

The Twenty (20) foot wide alley between Lots 49 thru 52 of  
Nelson's Addition to the City of Ishpeming.

Written comments may be submitted to the City Manager's office at 100 E. Division Street prior to the meeting. Questions may be directed to the City Manager's office at the above address or 906/485-1091, Ext. 203.



410 - 416 North First

SAV 2023-01

E Bay St

PROPOSED  
VACATION

E Bay St

E Bay St

N 1st St

N 1st St

N 2nd St

N 2nd St

E Euclid St

E Euclid St

E Euclid St

Google Earth

N 2nd St

100 ft



8(b)

**CITY OF ISHPERING**

**NOTICE OF PUBLIC HEARING**

Notice is hereby given that a public hearing will be held by the Ishpeming City Council on Wednesday, June 5, 2024 at 6:00 p.m. in the Council Chambers at Ishpeming City Hall, 100 E. Division Street, to consider oral or written comments regarding the proposed vacation of the following described public property in the City of Ishpeming:

The Twenty (20) foot wide East-West alley between Lots 163 and 165 of Nelson's Addition to the City of Ishpeming.

Written comments may be submitted to the City Manager's office at 100 E. Division Street prior to the meeting. Questions may be directed to the City Manager's office at the above address or 906/485-1091, Ext. 203.



718 North First

SAU 2023-02

Arch St

Arch St

N 1st St

N 1st St

E North St

E North St

PROPOSED  
VACATION

1st

Google Earth



100 ft



10(b)

City of Ishpeming

ORDINANCE NO. 11-2700

**TAX EXEMPTION ORDINANCE**

ADOPTED: November 8, 2023

An Ordinance to provide for a service charge in lieu of taxes for a housing project for low income persons and families to be financed with a federally-aided Mortgage Loan pursuant to the provisions of the State Housing Development Authority Act of 1966 (1966 PA 346, as amended; MCL 125.1401, *et seq*) (the "Act").

THE CITY OF ISHPEMING ORDAINS:

**SECTION 1.** This Ordinance shall be known and cited as the City of Ishpeming Tax Exemption Ordinance No. 11-2700 – ~~Anderson Lofts and Peninsula Lofts~~ **CHN Ishpeming LDHA LP.**

**SECTION 2. Preamble.**

It is acknowledged that it is a proper public purpose of the State of Michigan and its political subdivisions to provide housing for its low-income persons and families and to encourage the development of such housing by providing for a service charge in lieu of property taxes in accordance with the Act. The City of Ishpeming is authorized by this Act to establish or change the service charge to be paid in lieu of taxes by any or all classes of housing exempt from taxation under this Act at any amount it chooses, not to exceed the taxes that would be paid but for this Act. It is further acknowledged that such housing for low income persons and families is a public necessity, and as the City of Ishpeming will be benefited and improved by such housing, the encouragement of the same by providing real estate tax exemption for such housing is a valid public purpose. It is further acknowledged that the continuance of the provisions of this Ordinance for tax exemption and the service charge in lieu of all *ad valorem* taxes during the period contemplated in this Ordinance are essential to the determination of economic feasibility of the housing projects that is constructed or rehabilitated with financing extended in reliance on such tax exemption.

The City of Ishpeming acknowledges that the Sponsor (as defined below) has offered, subject to receipt of an allocation under the LIHTC Program by the Michigan State Housing Development Authority, to acquire, rehabilitate, own and operate a housing project identified as ~~Anderson Lofts and Peninsula Lofts~~ **CHN Ishpeming LDHA LP** on certain property located at 100 S Main, 105 S Main St, ~~203 S Main St~~, 114 W Pearl St and ~~112 E Pearl St~~, **308 Cleveland Avenue** (further described in Exhibit A) in the City of Ishpeming to serve low income persons and families, and that the Sponsor has offered to pay the City on account of this housing project an annual service charge for public services in lie u of all *ad valorem* property taxes.

### SECTION 3. Definitions.

- A. Authority means the Michigan State Housing Development Authority.
- B. Annual Shelter Rent means the total collections during an agreed annual period from or paid on behalf of all occupants of a housing project representing rent or occupancy charges, exclusive of Utilities.
- C. LIHTC Program means the Low-Income Housing Tax Credit program administered by the Authority under Section 42 of the Internal Revenue Code of 1986, as amended.
- D. Low Income Persons and Families means persons and families eligible to move into a housing project.
- E. Mortgage Loan means a loan that is Federally-Aided (as defined in Section 11 of the Act) or a loan or grant made or to be made by the Authority to the Sponsor for the construction, rehabilitation, acquisition and/or permanent financing of a housing project, and secured by a mortgage on the housing project.
- F. Sponsor means CHN Ishpeming Limited Dividend Housing Association Limited Partnership and any entity that receives or assumes a Mortgage Loan.
- G. Utilities means charges for gas, electric, water, sanitary sewer and other utilities furnished to the occupants that are paid by the housing project.

### SECTION 4. Class of Housing Projects.

It is determined that the class of housing projects to which the tax exemption shall apply and for which a service charge shall be paid in lieu of such taxes shall be housing projects for Low Income Persons and Families that are financed with a Mortgage Loan. It is further determined that ~~Anderson Lofts and Peninsula Lofts~~ CHN Ishpeming LDHA LP is of this class.

### SECTION 5. Establishment of Annual Service Charge.

The housing project identified as ~~Anderson Lofts and Peninsula Lofts~~ CHN Ishpeming LDHA LP and the property on which it will be located shall be exempt from all *ad valorem* property taxes from and after the commencement of construction or rehabilitation. The City acknowledges that the Sponsor and the Authority have established the economic feasibility of the housing project in reliance upon the enactment and continuing effect of this Ordinance, and the qualification of the housing project for exemption from all *ad valorem* property taxes and a payment in lieu of taxes as established in this Ordinance. Therefore, in consideration of the Sponsor's offer to construct/rehabilitate ~~Anderson Lofts and Peninsula Lofts~~ CHN Ishpeming LDHA LP and operate the housing project, the City agrees to accept payment of an annual service charge for public services in lieu of all *ad valorem* property taxes. Subject to receipt of a Mortgage Loan, the annual service charge shall be equal to 7% of the Annual Shelter Rents actually collected by the housing

project during each operating year, exclusive of charges for gas, electric, water, sanitary sewer, and other utilities furnished to the occupants that are paid by the housing project.

**SECTION 6.        Contractual Effect of Ordinance.**

Notwithstanding the provisions of section 15(a)(5) of the Act to the contrary, a contract between the City and the Sponsor with the Authority as third party beneficiary under the contract, to provide tax exemption and accept payments in lieu of taxes, as previously described, is effectuated by enactment of this Ordinance.

**SECTION 7.        Limitation on the Payment of Annual Service Charge.**

Notwithstanding Section 5, the service charge to be paid each year in lieu of taxes for the part of the housing project that is tax exempt but which is occupied by other than low income persons or families shall be equal to the full amount of the taxes which would be paid on that portion of the housing project if the housing project were not tax exempt.

**SECTION 8.        Payment of Service Charge.**

The annual service charge in lieu of taxes as determined under this Ordinance shall be payable in the same manner as general property taxes are payable to the City and distributed to the several units levying the general property tax in the same proportion as prevailed with the general property tax in the previous calendar year, except that the annual service charge shall be paid in one (1) annual payment, which annual payment shall be paid to the City on or before May 1 of each year for the previous calendar year. Collection procedures shall be in accordance with the provisions of the General Property Tax Act (1893 PA 206, as amended; MCL 211.1, *et seq.*)

**SECTION 9.        Duration.**

This Ordinance shall remain in effect and shall not terminate so long as a Mortgage Loan remains outstanding and unpaid, the housing project remains subject to income and rent restrictions under the LIHTC Program, or a land use restriction for affordable housing remains on the property; provided that construction of the Housing Development identified as ~~Anderson Lofts and Peninsula Lofts~~ **CHN Ishpeming LDHA LP** commences within three years from the effective date of this Ordinance; and provided further that in no event shall the exemption granted under Section 5 of this Ordinance continue for more than 30 years. In the event that ~~Anderson Lofts and Peninsula Lofts~~ **CHN Ishpeming LDHA LP** fails to meet the requirements in this section, then this Ordinance may be amended in the sole discretion of the Ishpeming City Council.

**SECTION 10.       Severability.**

The various sections and provisions of this Ordinance shall be deemed to be severable, and should any section or provision of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid the same shall not affect the validity of this Ordinance as a whole or any section or provision of this Ordinance, other than the section or provision so declared to be unconstitutional or invalid.



**SECTION 11. Inconsistent Ordinances.**

All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this Ordinance are repealed to the extent of such inconsistency or conflict. *[this section is required]*

**Section 12. Effective Date.**

This amended Ordinance shall become effective on November 9, 2023, as provided in the City Charter.

ORDINANCE DECLARED ~~ADOPTED~~ AMENDED

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Cathy Smith, City Clerk

Adopted: 11/8/2023  
Published: 11/9/2023  
Amended:

I hereby certify that the foregoing is a true and complete copy of an the amended Ordinance No. 11-2700 adopted by the City Council of the City of Ishpeming, County of Marquette, Michigan at a regular meeting held on ~~November 8, 2023~~ July 10, 2024 and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

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Cathy Smith, City Clerk

EXHIBIT A  
PARCELS

Address: 100 S. Main Street

Tax ID: 52-51-050-075-00

Legal Description: ORIGINAL PLAT CITY OF ISHPEMING LOT 75

Address: 100 S. Main Street

Tax ID: 52-51-050-071-50

Legal Description: ORIGINAL PLAT CITY OF ISHPEMING PART OF LOT 71 BEG AT NE COR THEREOF TH S 90' TH W 30' TH N 71.66' TH N58DEG34'E 35.16' TO POB

Address: 100 S. Main Street

Tax ID: 52-51-050-071-00

Legal Description: ORIGINAL PLAT CITY OF ISHPEMING LOT 72 & LOT 71 EXC THAT PART BEG AT NE COR THEREOF TH S 90' TH W 30' TH N 71.66' TH N58DEG34'E 35.16' TO POB

Address: 105 S. Main Street

Tax ID: 52-51-050-076-00

Legal Description: ORIGINAL PLAT CITY OF ISHPEMING LOT 76 AND N. 10' OF LOT 77

Address: 114 W. Pearl Street

Tax ID: 52-51-050-073-00

Legal Description: ORIGINAL PLAT CITY OF ISHPEMING LOTS 73 AND 74

Address: 308 Cleveland Avenue

Tax ID: 52-51-050-05-00

Legal Description: ORIGINAL PLAT CITY OF ISHPEMING LOTS 105,106,107 AND VACATED ALLEY ALONG E. LINE OF SAID LOTS, AND LOT 76 AND W.3.77' OF LOT 75 IN CLEVELAND IRON MINING CO.S ADDITION ALSO THAT PART OF THE N-S ALLEY BEG AT A THE SE COR OF LOT 107 OF THE ORIGINAL PLAT. TH. S. 20' TO NE COR OF LOT 108. TH. E. 5.6' ON THE EXTENSION OF THE N. LINE OF LOT 108. TH. N. 20' TO S. LINE OF 107 AS EXTENDED. TH. W. ON SAID LINE 5.6' TO P.O.B.

~~Address: 203 S. Main Street~~

~~Tax ID: 52-51-050-040-00~~

~~Legal Description: ORIGINAL PLAT, CITY OF ISHPEMING LOT 40 & PART OF LOT 41 BEG AT NW COR THEREOF TH S'LY ALG W LINE THEREOF 3.5' TH E'LY PAR TO N LINE THEREOF 21.25' TH S 3.5' TH E'LY PAR WITH N LINE THEREOF TO E LINE THEREOF TH N TO NE COR THEREOF TH W'LY ALG N LINE OF L~~

~~Address: 112 E. Pearl Street~~

~~Tax ID: 52-51-050-046-00~~

~~Legal Description: ORIGINAL PLAT CITY OF ISHPEMING LOT 46~~

10 (c)



**MAIN OFFICE**  
1965 Barrett Drive  
Troy, MI 48064-5372  
Phone 248-362-2130  
Fax 248-362-4969

<b>To:</b>	ISHPEMING, CITY OF	<b>Contact:</b>	DPW FOREMAN
<b>Address:</b>	100 E DIVISION ST ISHPEMING, MI 49849	<b>Phone:</b>	(906) 485-1091
		<b>Fax:</b>	(906) 485-6246
<b>Project Name:</b>	ISHPEMING PAVEMENT MARKINGS	<b>Bid Number:</b>	22-9970
<b>Project Location:</b>	MARQUETTE COUNTY	<b>Bid Date:</b>	5/21/2024

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1		Pavt Mrkg, Waterborne, 4 inch, White	150.00	LF	\$0.150	\$22.50
2		Pavt Mrkg, Waterborne, 4 inch, Yellow	52,431.00	LF	\$0.150	\$7,864.65

**Total Bid Price: \$7,887.15**

**Notes:**

- QUOTE IS BASED ON ONE MOVE IN FOR FINAL MARKINGS AT COMPLETION OF PROJECT. ADDITIONAL MOVE INS AT \$950.00 PER DAY.
- QUOTE IS INCLUSIVE OF ALL ITEMS AND CAN NOT BE SPLIT.
- PAYMENT TO BE MADE BASED ON QUOTED UNIT PRICES.

**ACCEPTED:**

The above prices, specifications and conditions are satisfactory and are hereby accepted.

**Buyer:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date of Acceptance:** \_\_\_\_\_

**CONFIRMED:**

**PK CONTRACTING, INC.**

**Authorized Signature:** \_\_\_\_\_

**Estimator:** Greg Moody  
(248) 362-2130 greg@pkcontracting.com



10(d)(i)



## CITY OF ISHPEMING, MICHIGAN

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

May 24, 2024

To: Ishpeming City Council

Re: May 06, 2024 Planning Commission Public Hearing: RZ 2024-02

### **RZ 2024-02**

This is an error correction rezoning from the 1984 Zoning Map. It involved 34 parcels East of Lake Street and South of Superior Street. It is zoned MR (Multiple Residential) and has many homes in it. The Lot size requirements are 100' in width, 30' Front setback and 15' Sideyard setback. Every home is a Class B non-conforming structure and in the event of a fire, the homes could not be rebuilt to comply with zoning district standards. North of Superior Street the Zoning district is GR (General Residential) and the residents don't have this issue. The Planning Commission recommends to the City Council that it be rezoned to the adjacent GR (General Residential) zoning district to correct the problem and insure that all residents be treated equally.

The proposed area to be rezoned is described as: U.S. STEEL CORP. ASSESSOR'S PLAT NO.1 OF THE HARD ORE EXTENSION: LOTS 39-66 & LOTS 68-72 AND THAT PART OF THE SW 1/4 OF NW 1/4 OF SECTION 10 T47N-R27W BEG. AT SE COR. OF LOT 68 OF THE US STEEL CORP ASSESSOR PLAT NO.1 OF THE HARD ORE EXTENSION: TH. S. 50'; TH. W. 149.29'; TH. S. 16.8'; TH. N. 76 DEG. W. 72.11'; TH N. 124.72'; TH S. 73 DEG E 74.51'; TH S. 49.82'; TH E. 216.61' TO POB. Attached please find a highlighted map identifying the proposed rezoned area.

The Planning Commission conducted a Public Hearing on this request and recommended to the City Council that it be approved as presented.

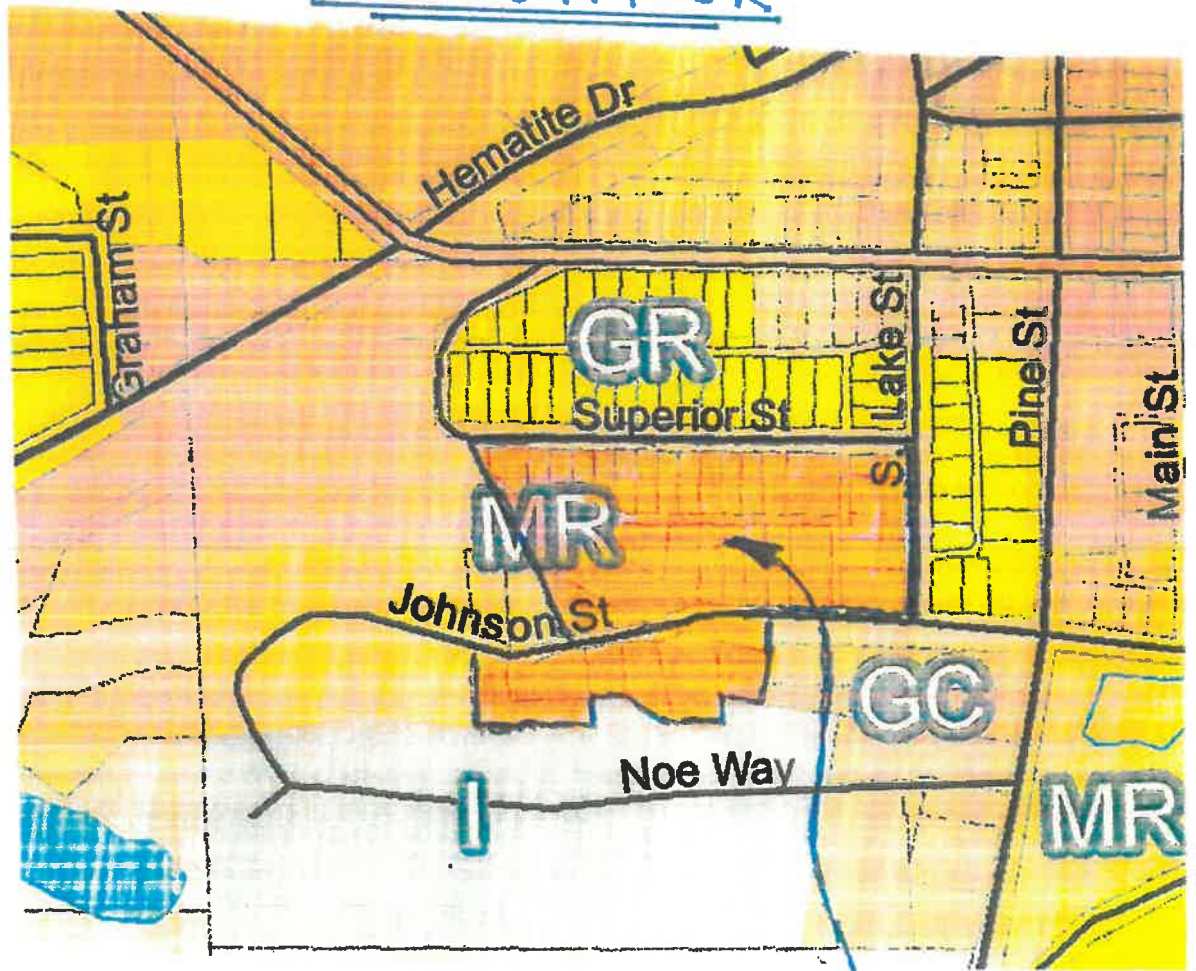
Alan K. Pierce, Zoning Administrator



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

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

RZ 2024-02



PROPOSED  
REZONING  
TO GR  
GENERAL RESIDENTIAL

10 (g)

Grant Agreement #: E20240030

FAIN #: SLFRP0127

Assistance Listing #: 21.027

Grantee's Unique Entity Identifier (UEI): MCBCM3RDR859

**MICHIGAN DEPARTMENT OF LABOR AND ECONOMIC OPPORTUNITY**  
**MI Community Center Grant - 2024 GRANT AGREEMENT**  
**WITH**  
**GRANTEE City of Ishpeming**

This Grant Agreement ("Contract" or "Agreement") is made between the Michigan Department of Labor and Economic Opportunity (the "Department-LEO") and the Grantee (the "Grantee" or "Subrecipient"). The Department and Grantee shall sometimes be referred to in this Contract individually as a "Party" or collectively as "Parties".

**Grantee:** City of Ishpeming  
100 E. Division Street,  
Ishpeming, MI 49849

**Project Description and Purpose**

*The purpose of this program is to enhance community centers through either program activities or capital building projects. This program will deliver services to community center beneficiaries through wrap around services, engagement, delivery of after-school services, places to meet and older population support. Grantees will demonstrate impact based upon outlined strategies within their EGrAMS application.*

<b><u>Total State Funded Amount:</u></b>	\$ 400,000.00
<b><u>Total Match Funded Amount:</u></b>	\$ 311,175.00
<b><u>Total Agreement Amount:</u></b>	\$ 711,175.00

**Eligible [Subrecipient(s)/Beneficiaries]:**

- ☐ Consortium of local governments
- ☐ Faith-based (providing nonreligious services to public)
- ☒ Local unit of government (tribal, county, city, village, or township)
- ☐ 501 (c) 3 Private, Non-Profit
- ☐ 501 (c) 19, Non-Profit Organization
- ☐ Public
- ☐ Regional/statewide organization
- ☐ School
- ☐ College or University
- ☐ Other



Recipient Relationship in Grant Agreement:

☒ Sub-recipient ☐ Vendor ☐ Recipient

How are funds distributed? (e.g., reimbursement vs advance vs both):

Funding will be reimbursement based. Operational advances will be only allowed based upon approval by LEO.

General SLFRF Eligibility

The funding being used for this project is Federal State and Local Fiscal Recovery Funds (SLFRF). As a result, additional provisions apply and are included in this Attachment. The information contained in this Attachment supersedes the General Provisions of the Agreement, as related to all activities undertaken with SLFRF funding.

Payments from the SLFRF may only be used to cover expenditures that are:

1. Responding to the public health and negative economic impacts of the pandemic (which includes several sub-categories); and/or
2. Providing premium pay to essential workers; and/or
3. Providing government services to the extent of revenue loss due to the pandemic; and/or
4. Making necessary investments in water, sewer, and broadband infrastructure

Usage of these funds must comply with the federal requirements of the Federal Fiscal Relief Fund. The purpose of this Community Center Grant Initiative is to assist the City of Ishpeming with meeting their project objective. City of Ishpeming will be expected to coordinate, not to supplant, funding with other partners, Agency local office, and other SLFRF funding.

SLFRF can fund expenses and services accrued during the pandemic; however, the cost incurred to address the eligible uses of SLFRF must have occurred after March 3, 2021. Funds must be obligated by June 30, 2024 and expended by 06/30/2026.

SLFRF is federal funding and, as such, funds from this project cannot be used to pay expenses that will be or have been reimbursed by another federal program.

Each recipient should review program requirements, including Treasury's [SLFRF Final Rule, Final Rule Overview](#), and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 ("Uniform Guidance") to determine and record eligible uses of SLFRF funds. Per 2 CFR Part 200.303, your organization must develop and implement effective internal controls to ensure that funding decisions under the SLFRF award constitute eligible uses of funds, and document determinations.

RECITALS

**WHEREAS**, the above identified Parties have mutually accepted the following:

- A. On March 11, 2021, the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") were established, as part of the American Rescue Plan Act ("ARPA"), to support the response to and recovery from the COVID-19 pandemic.
- B. The purpose of the Department's Community Center and Neighborhood Initiative Grant Program ("CCG" or "Program") is to respond to the public health emergency and its negative economic impacts. The program goal is to build a strong, resilient, and equitable recovery by making investments that support long-term growth and opportunity. The funds will be used to support community centers implement programmatic and/or capital projects.
- C. Pursuant to the SLFRF, funding was directed to the State of Michigan which appropriated a portion to the Department-LEO for purposes of creating a Program to address the impacts of

COVID-19, an aggregate of Sixty Million Dollars (\$60,000,000) of SLFRF funding (2023 P.A. 5)("Program Funds").

- D. From the Program Funds appropriated, the Grantee will receive a grant to be used on the activities as set forth in this Contract.
- E. The Grantee desires to obtain a grant to expend funds on eligible costs for a project related to supporting Community Center programming and/or building/renovation projects with the intent of lifting people out of poverty and above the ALICE (Asset Limited Income Constrained, Employed) threshold, especially as it pertains to the effects the COVID-19 pandemic had on this population. Community development is consistent with this Contract and the SLFRF.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained in this Contract, receipt of which is severally acknowledged, the Department-LEO and the Grantee hereby agree as follows:

**I PURPOSE AND PROJECT SCOPE.**

- A. The purpose of this Contract is to provide funding in the amount of up to Two Million Dollars (\$2,000,000) in exchange for work to be performed for the project. The Department-LEO is authorized to provide grant assistance pursuant to PA 5 of 2023. This Contract is subject to the terms and conditions specified herein.
- B. This Contract and its attachments constitute the entire Contract between the Department-LEO and the Grantee and may be modified only by written agreement between the Department-LEO and the Grantee.
- C. The Department-LEO shall have no responsibility to provide funding to the Grantee until a notice to proceed has been issued to the Grantee by the Department-LEO on a per project basis, as further described in Section II of this Contract and Attachment A, Section III.
- D. The scope of this project is limited to the activities specified in Attachment A, and such activities as are authorized by the Department-LEO under this Contract. Any change in project scope requires prior written approval in accordance with Section IV, Changes, of this Contract.
- E. By acceptance of this Contract, the Grantee commits to complete the project identified in this Contract and Attachment A within the time period allowed for in this Contract and in accordance with the terms and conditions of this Contract.

**II CONTRACT PERIOD.**

Contract Start Date:	January 1, 2024
Project Proposal(s) Deadline:	June 1, 2024
Obligation Date:	June 30, 2024
Reimbursement Submission Date:	no later than September 30, 2026
Contract End Date:	June 30, 2026

Upon signature by the Department-LEO, the Contract shall be effective from the Contract Start Date until the Contract End Date specified above. The Department-LEO shall have no responsibility to provide funding to the Grantee for project work performed except project work performed between the Contract Start Date and the Reimbursement Submission Date specified above. Unless otherwise agreed to in writing, expenditures made by the Grantee prior to the Contract Start Date or after the Reimbursement Submission Date of this Contract are not eligible for payment under this Contract.

Following the Contract Start Date, the Grantee has until the Project Proposal Deadline to submit proposals to the Department for approval and issuance of a notice to proceed. Multiple projects may be

submitted for approval and issuance of a notice to proceed, but no costs incurred by the Grantee or on its behalf without a notice to proceed for the specific project will be reimbursed by the Department. Unless otherwise agreed to in writing, all work and expenditures on the project must be fully completed by the Reimbursement Submission Date to be eligible for reimbursement.

### III **CONTACTS.**

#### **Department Contact:**

Ginna Holmes  
105 West Allegan Street  
Lansing, MI 48933

(517) 335-4295

leo-miccentergrants@michigan.gov

#### **Grantee Contact:**

Craig H. Cugini  
100 E. Division Street  
Ishpeming, MI 49849

(906) 485-1091 x 204

citymanager@ishpemingcity.org

### IV **CHANGES.**

Any changes to this Contract shall be requested by the Grantee in writing and approved by the Department-LEO in writing. The Department-LEO reserves the right to deny requests for changes to the Contract or to the attachments. No changes can be implemented without written approval by the Department-LEO.

### V **GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS.**

The Grantee shall submit deliverables and follow reporting requirements specified in this Contract. All deliverables in Attachment A, unless otherwise stated in this Contract, shall be made to the Department-LEO at the address set forth in Section III, or electronically in EGrAMS as the Department-LEO may provide. In addition to all other obligations under this Contract, the Grantee agrees to undertake, perform, and complete all of the following reporting requirements:

The Grantee shall provide all necessary reporting documentation, including federal reporting requirements in compliance with SLFRF Regulations (as may be updated from time to time by the federal government), in form and substance as required by the Department-LEO, all to the satisfaction of the Department. Reports must be submitted by the following dates each year through the Contract End Date (or such longer time as required by ARPA and SLFRF). These dates may be modified in the sole discretion of the Department, notice of which shall be provided to the Grantee:

- A. A. Federal quarterly reports based on January 15, April 15, July 15, and October 15  
Expenditure Category 2.37 Economic Impact Assistance: Other\*  
(see Attachments C and D):

In the event of any inconsistencies between the due dates in this section and any attachment, this section shall control.

### VI **GRANTEE RESPONSIBILITIES.**

- A. The Grantee agrees to abide by all local, State, and federal laws, rules, ordinances, and regulations in the performance of this Contract, including the [Uniform Guidance](#) for Federal Awards.
- B. All local, State, and federal permits, if required, are the responsibility of the Grantee. Award of this Contract is not a guarantee of permit approval by the State.
- C. The Grantee shall be solely responsible to pay all taxes, if any, that arise from the Grantee's receipt of this Contract.
- D. The Grantee is responsible for the professional quality, technical accuracy, timely completion,



- and coordination of all designs, drawings, specifications, reports, and other services furnished by the Grantee or its contractor and subcontractor under this Contract. The Grantee or its subcontractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in designs, drawings, specifications, reports, or other services.
- E. The Department's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Contract or cause of action arising out of the performance of this Contract.
  - F. The Grantee is responsible for having the appropriate site control as required by PA 5 of 2023.
  - G. An Eligible Property must be owned by or under the control of the Grantee as provided in Attachment A, Section III (4) below. Proof of site control shall be included with the project submission package. Program Funds used for Eligible Activities on privately owned Eligible Property will require that a lien be placed on the privately owned Eligible Property. The Department is responsible for recording a lien in favor of the Department-LEO on privately-owned Eligible Property in the full amount of any Eligible Activities performed and reimbursed pursuant to this Contract. A release of lien shall be provided upon repayment of the Program Funds spent upon the project.
  - H. The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the Department-LEO for the purpose of obtaining this Contract or any payment under the Contract and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the Contract.
  - I. The Grantee is responsible for the completion of all proper due diligence with regard to identifying and addressing potential environmental concerns prior to the start of work. Residential demolition sites must, at a minimum, have an Asbestos Containing Material and Hazardous Material Survey. Commercial, institutional and/or industrial demolition sites must have, at a minimum, Asbestos Containing Material and Hazardous Material Survey and a Phase I Environmental Site Assessment, conducted per ASTM E1527-21, with consideration of any findings to be incorporated into the demolition specifications. All reporting requirements and appropriate precautions must be followed in the event any hazardous materials, contamination or Underground Storage Tanks are encountered. Only activities specified and approved in Grantee's submission package or otherwise approved in writing by the Department are eligible for reimbursement.
  - J. Grantee shall conduct all required preliminary environmental studies prior to beginning the bidding process for abatement and demolition. Based on those studies and/or resulting bids, the Grantee's budget and sources of funding will be jointly reviewed by Grantee and the Department to determine if adequate financial resources are available. If it is determined that the project exceeds available financial resources, Grantee shall be reimbursed for the direct costs associated with the preliminary environmental studies and the parties will agree to cancel this Contract for lack of adequate funding sources.

## **VII USE OF MATERIAL.**

Unless otherwise specified in this Contract, the Grantee may release information or material developed under this Contract, provided it is acknowledged as provided in Section XXV of this Contract.

The Department-LEO retains an irrevocable non-exclusive license to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material submitted or generated under this Contract whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the Department can use in accordance with this paragraph.

Unless otherwise specified in this Contract, the Grantee may not patent products or processes developed under this Contract.

**VIII ASSIGNABILITY.**

The Grantee shall not assign this Contract or assign or delegate any of its duties or obligations under this Contract to any other party without the prior written consent of the Department. The Department does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor. If the Department consents to any assignment or delegation to any other party, the Grantee shall provide the Department with the proposed assignment or delegation agreement prior to its execution for approval by the Department. This agreement shall comply with 2 CFR 200.331 – 200.333 Subrecipient Monitoring and Management and require the assignee or delegee to comply with any and all applicable federal, state, and local laws, regulations and ordinances.

**IX SUBCONTRACTS.**

The Department reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Contract. Further, the Department will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Contract. All contractors, subcontractors, or others used by the Grantee in performing the project shall be subject to the provisions of this Contract and shall be licensed and qualified, as appropriate, to perform the duties required. Contractors must be procured through a competitive procurement process that complies with Grantees procurement policies.

**X NON-DISCRIMINATION.**

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 et seq., the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et seq., and all other federal, State, and local fair employment practices and equal opportunity laws. Grantee covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

In addition, as provided in Executive Directive 2019-09, any contractor or subcontractor shall not discriminate against any employee or applicant for employment with respect to his or her hire, terms, tenure, conditions or privileges of employment, or any matter directly or indirectly related to employment because of religion, race, color, national origin, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the individual's ability to perform the duties of a particular job or position.

The Grantee agrees to include in every contract or subcontract entered into for the performance of this Contract this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Contract.

**XI UNFAIR LABOR PRACTICES.**

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 et seq.

**XII LIABILITY.**

- A. The Grantee, not the Department, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Contract, if the liability is caused by the Grantee, any contractor or subcontractor, or anyone employed by the Grantee. The Department shall not be liable for any claims, judgments or costs merely by providing grant funding.

- B. All liability as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the Department in the performance of this Contract is the responsibility of the Department and not the responsibility of the Grantee, if the liability is caused solely by any Department employee or agent.
- C. In the event that a liability or liabilities arise as a result of activities conducted jointly by the Grantee and the Department in fulfillment of their responsibilities under this Contract, such liability is held by the Grantee and the Department in relation to each Party's responsibilities under these joint activities.
- D. Nothing in this contract should be construed as a waiver of any governmental immunity by the Grantee, the Department, its agencies, or employees as provided by statute or court decisions.

### **XIII CONFLICT OF INTEREST.**

No employee, officer, director, appointee or elected official of the Grantee's organization or governing body, or their families, shall benefit financially from any part of this Contract.

### **XIV ANTI-LOBBYING.**

Grantee shall not use any of the Program Funds awarded in this Contract for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2): "Lobbying' means communicating directly with an official of the executive branch of State government or an official in the legislative branch of State government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the Program Funds awarded in this Contract for the purpose of litigation against the Department. Further, the Grantee shall require that language of the assurances in this section be included in the award documents of all subawards at all tiers.

### **XV. DEBARMENT AND SUSPENSION.**

- A. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal department or the State.
- B. Have not within a five-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, the Department-LEO, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- C. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in subsection (B).
- D. Have not within a five-year period preceding this Contract had one or more public transactions (federal, State, or local) terminated for cause or default.
- E. Will comply with all applicable requirements of all other State or federal laws, executive orders, regulations, and policies governing this program.

### **XVI. AUDIT AND ACCESS TO RECORDS.**

Pursuant to MCL 18.1470 the Department reserves the right to conduct a programmatic and financial audit of any project, and the Department may withhold payment until the audit is satisfactorily completed. The Grantee is required to maintain all pertinent records and evidence pertaining to this Contract, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the Department. The financial and accounting records associated with this Contract shall be made available to the Department-LEO, its designee, and the auditor general, upon request, during the terms of this Contract and any extension of this Contract until at least December 31, 2031. The Grantee will provide proper facilities for such access and

inspection.

**XVII INSURANCE.**

- A. The Grantee shall require all contractors and subcontractors providing activities or services to be reimbursed under this Contract to carry, and show proof of coverage, of comprehensive general liability, automobile and workman's compensation insurance at levels consistent with Grantee's contracting policies and contracts.
- B. A property owner shall carry, and show proof of, property coverage consistent with 2 CFR 200.310 as soon as the property is insurable.

**XVIII OTHER SOURCES OF FUNDING.**

The Grantee guarantees that any claims made to the Department under this Contract must not be financed by any source other than the Department under the terms of this Contract. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the Department, the total amount representing such duplication of funding.

**XIX COMPENSATION.**

- A. The Department will reimburse the Grantee a total amount not to exceed the amount specified in Section I of this Contract, and only for eligible and timely expenses incurred for this project. All other costs necessary to complete the project are the sole responsibility of the Grantee. Unless and until the Department receives all required, requested and necessary documents from Grantee, it shall not be liable for any payments to Grantee.
- B. Unless otherwise agreed to in writing, expenses incurred by the Grantee prior to the Contract Start Date or after the Reimbursement Submission Date of this Contract are not allowed under the Contract.
- C. The Department will approve payment requests submitted in EGrAMS after approval of reports and related documentation as required under this Contract.
- D. The Department reserves the right to request additional information necessary to substantiate payment requests.
- E. Public Act 533 of 2004 requires that payments under this Contract be processed by electronic funds transfer (EFT). Grantee is required to register to receive payments by EFT at the State Integrated Governmental Management Applications (SIGMA) Vendor Self Service (VSS) website ([www.michigan.gov/VSSLogin](http://www.michigan.gov/VSSLogin)).
- F. Final payment will be withheld by the Department until the project is completed in accordance with Section XX, Closeout, and Attachment A.

**XX CLOSEOUT.**

- A. A determination of project completion, which may include a site inspection and an audit, shall be made by the Department after the Grantee has satisfactorily completed the activities and deliverables described in Attachment A.
- B. Upon issuance of final payment from the Department, the Grantee releases the Department of all claims against the Department arising under this Contract. Unless otherwise provided in this Contract or by law, final payment under this Contract shall not constitute a waiver of the Department's claims against the Grantee.
- C. The Grantee shall refund to the Department any payments in excess of the costs allowed by this Contract within 30 days of notification by the Department.

**XXI CANCELLATION.**

This Contract may be canceled by the Department, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual



agreement by the Department and Grantee. The Department reserves the right to provide just and equitable compensation to the Grantee for all satisfactory work completed under this Contract.

**XXII TERMINATION FOR CAUSE.**

- A. This Contract may be terminated by the Department, for among other things, as follows:
- a. Upon 30 days written notice to the Grantee:
    - i. if the Grantee fails to comply with any of the material terms and conditions of the Contract, or with the requirements of the authorizing legislation (PA 5 of 2023) or other applicable law or rules;
    - ii. if the Grantee knowingly and willingly presents false information to the Department for the purpose of obtaining this Contract or any payment under this Contract;
    - iii. if the Department finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the Department in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract;
    - iv. during the 30 day written notice period, the Department shall also withhold payment for any findings under subparagraphs i-iii, above;
    - v. if the Grantee or any contractor, subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs (LARA) or its successor; or
    - vi. fails to cure a breach within the time period specified in a notice of breach provided by the Department.
    - vii. Immediately and without further liability to the Department if the Grantee, or any agent of the Grantee, or any agent of any contractor or subcontractor is:
    - viii. convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
    - ix. convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
    - x. convicted under State or federal antitrust statutes;
    - xi. convicted of any other criminal offense that, in the sole discretion of the Department, reflects on the Grantee's business integrity; or
    - xii. added to the federal or state Suspension and Debarment list.
  - B. If the Contract is terminated, or if the Department is required to repay to the federal government all or a portion of this Contract's grant due to Grantee's failure to comply with all of this Contract's terms and conditions (including any and all federal requirements), then the Department reserves the right to require the Grantee to repay all or a portion of the Program Funds received under this Contract.
  - C. The Grantee must pay all reasonable costs incurred by the Department in terminating this Contract for cause, including administrative costs, attorneys' fees and court costs, and any additional costs the State incurs.

- D. If the Department terminates this Contract for cause and it is determined, for any reason, that the Grantee was not in breach of the Contract, the termination will be deemed to have been a termination under Section XXIII, Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in that Section.

**XXIII TERMINATION FOR CONVENIENCE.**

The Department may fully or partially terminate this Contract for its convenience, for any reason or no reason, if the Department determines that a termination is in the Department's best interest. Reasons for the termination are within the sole discretion of the Department and may include: (a) the Department no longer needs the activities or deliverables specified in this Contract; (b) a relocation of office, program changes, or changes in laws, rules, or regulations make the deliverable(s) no longer practical or feasible for the State; (c) unacceptable prices for Contract changes; or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by the Department or State. The Department may terminate this Contract for its convenience by giving Grantee notice at least thirty (30) days before the date of termination. If the Department chooses to terminate this Contract in part, any charges payable to the Grantee must be equitably adjusted to reflect those deliverable(s) that are terminated.

**XXIV NOTIFICATION OF DELAYS.**

The Grantee shall inform the Department's Contact of any delays in the start-up of the project and any delays in progress toward completion of the project. Any change to the Contract End Date must be approved by the Department as set forth in Section IV.

The individuals signing below certify by their signatures that they are authorized to sign this Contract on behalf of their organization, and that the Parties will fulfill the terms of this Contract, including the attached Attachment A, and used only as set forth herein.

**XXV PUBLICITY.**

Grantee shall cooperate with Department and coordinate with Department for all press releases and public events regarding the projects, including, but not limited to, being available for and attending press events for state and local representatives.

Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRF0127 awarded to The State of Michigan by the U.S. Department of the Treasury".

**XXVI DISCLOSURE OF LITIGATION.**

Except as otherwise previously disclosed, Grantee shall disclose immediately any criminal litigation, investigations or proceedings, or any administrative investigations involving the Grantee or any of the Grantee's elected officials or employees after the submission of their proposal and during the contract period.

**XXVII REALLOCATION OR TERMINATION OF FUNDING.**

If the United States Treasury, State of Michigan legislature or the State of Michigan government fails to provide or terminates the funding necessary for the Department to fund this Contract, the Department may terminate this Contract. Upon such termination of funding, the Department shall have no further obligation to provide Program Funds.

Program awards will be revoked, and the Program Funds reallocated if the Grantee fails to provide necessary information, fails to meet deadlines, fails to secure the necessary agreements and approvals within the established timeframes or otherwise fails to cooperate with state partners in a manner sufficient to all for the satisfactory completion of the project. Remaining Program Funds may be

reallocated as the Department otherwise sees fit consistent with PA 5 of 2023.

**XXVII ACKNOWLEDGEMENT OF FEDERAL SUBAWARD AND SUBRECIPIENT STATUS.**

Grantee acknowledges that it is a Subrecipient of a SLFRF Subaward as defined by 2 CFR § 200.1 and 2 CFR §200.331 and is bound by all requirements of such Subaward and Subrecipient status as required by United States Treasury, which may be updated from time to time, including, but not limited to, the requirements set forth in Attachments C and D.

**XXIX SALE OF PROPERTY.**

Grantee shall obtain the consent of the Department-LEO prior to any sale of an Eligible Property and shall include provisions in any purchase contract that the purchaser be bound by all applicable obligations of this Contract including, but not limited to, all reporting requirements. See 2 CFR 200.311.

**XXX ADMINISTRATIVE COSTS.**

Grantee shall use administrative costs only for direct costs (as defined by 2 CFR §200.413) related to the purpose of administering this Contract. For the avoidance of doubt, administrative costs may not be used for indirect costs (as defined by 2 CFR §200.414).

The signatories below warrant that they are empowered to enter into this Contract.

**GRANTEE ACCEPTANCE:**

**GRANTEE NAME:** City of Ishpeming,

Signature:

Authorized Signatory:

Title:

Date:

**Department ACCEPTANCE:**

**DEPARTMENT NAME:** Department of Labor and Economic Opportunity, State of Michigan,

Signature: *Gregory Rivet*

Authorized Officer: Gregory Rivet

Title: Director

Date: 05/28/2024



# Playground Equipment Marinette, WI

Old School Closure – converted to medical care facility

Listed value \$150K

Firm Asking Price \$35K









