

ISHPEMING CITY COUNCIL
Wednesday, July 10, 2024 at 6:00 p.m.

Ishpeming City Hall Council Chambers, 100 E. Division Street, Ishpeming MI (906) 485-1091

- 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 (June 5th, June 12th, June 20th, June 27th, Closed Session June 27th)
 - b. Approval of Disbursements
 - c. Confirm Manager appointment of Krystan Beaumont to four-year term on the DDA: Term Exp 7/2028
 - d. Reappoint Dave Aro to a four-year term on the DDA: Terms Expiring 7/2028
- 7. Monthly Reports from Departments**
 - a. Financial Statement Report
 - i. Brasswire Campground Deficit Elimination Plan
- 8. Public Hearings** – There are none.
- 9. Unfinished Business**
 - a. Discuss basketball court on Wabash Street
 - b. Discuss Third Street Truck Route
- 10. New Business**
 - a. Michigan Municipal League – City Manager Search
 - b. Request to use Senior Center Maintenance Funds to purchase cameras for Senior Center
 - c. Consider vacation of 20' wide alley between Lots 49-52-Nelson's Addition
 - d. Consider vacation of 20' wide east-west alley between lots 163 & 165 of the Nelson's Addition
 - e. Special Event Applications
 - i. Buzz the Gut: August 10, 2024
 - ii. Suicide Prevention Annual Walk: September 21, 2024
 - iii. Ore to Shore: August 10, 2024
 - iv. 4-H Summer Day Camp: various dates June/July/August
 - v. Swim Teal Lake: July 27, 2024
 - f. Second Reading of Amendment to Ordinance 11-2700, CHN Ishpeming Tax Exemption Ordinance
 - g. Drinking Water State Revolving Fund
 - i. Resolution # 7-2024, Tentatively Award DWSRF Construction Contract 1
 - ii. Resolution # 8-2024, Tentatively Award DWSRF Construction Contract 2
 - h. Emergency Reading of Ordinance 11-2800 Bond Ordinance for Drinking Water State Revolving Fund
 - i. Discussion on additional loan funding for the DWSRF project
 - j. Discussion of additional sewer funding for Salisbury location
 - k. DWSRF and CWSRF Designation of Signatories
 - i. Resolution 9-2024, Designation of Signatories for the DWSRF
 - ii. Resolution 10-2024, Designation of Signatories for the CWSRF
 - l. Interim City Manager Agreement
 - m. Police Chief request to attend Police Technology and Equipment Exchange Conference
 - n. Second Reading of Amendment to Ordinance 8-100, Zoning Ordinance: RZ-2024-02, Map Amendment from Multiple Residential to General Residential
 - o. Approval of Agreement for Branding and Marketing with Community Image Builders (CIB)
 - p. Resolution #11-2024, Designation of Authorized Official Drinking Water Asset Management Grant
 - q. Community Centers Grant - Award Skate Park Project to American Ramp Company
 - r. METRO Act Right of Way Permit Extension
 - s. Discussion new/used DPW trackless tractor
- 11. Public Comment** *(limit 3 minutes per person)*
- 12. Mayor and Council Reports**
- 13. Manager's Report**
- 14. Adjournment**

Grant Getschow, Interim City Manager



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



Chad M. Radabaugh
Chief of Police

DATE: 06/12/2024

TO: Ishpeming City Council

PURPOSE: Cameras at the Senior Center Building

Dear City Council

I, Chief Radabaugh, am working with the Senior Center to help get 3 additional cameras placed at the center. These three cameras will establish a remote connection from the Senior Center to our Police Department. Using the remote signal, the cameras will be recorded and monitored at the Police Department. I feel these cameras are necessary as the Senior Center is a city owned building and these cameras will provide physical security.

The current system we use, is through Range Telecommunications and these three cameras are comparable with our system, and will not require any additional software. The quote I received from Range (see attached) was for \$3,529.95. I am asking the council to allow me to pay for this project out of the annual maintenance fund the City has with the Senior Center. I will then complete a reimbursement grant through MMRMA (Michigan Municipal Risk Management Authority). All money received from the grant will go back into the maintenance fund once received.

Sincerely,

Chad M. Radabaugh
Chief of Police
City of Ishpeming PD

CITY OF ISHPERING

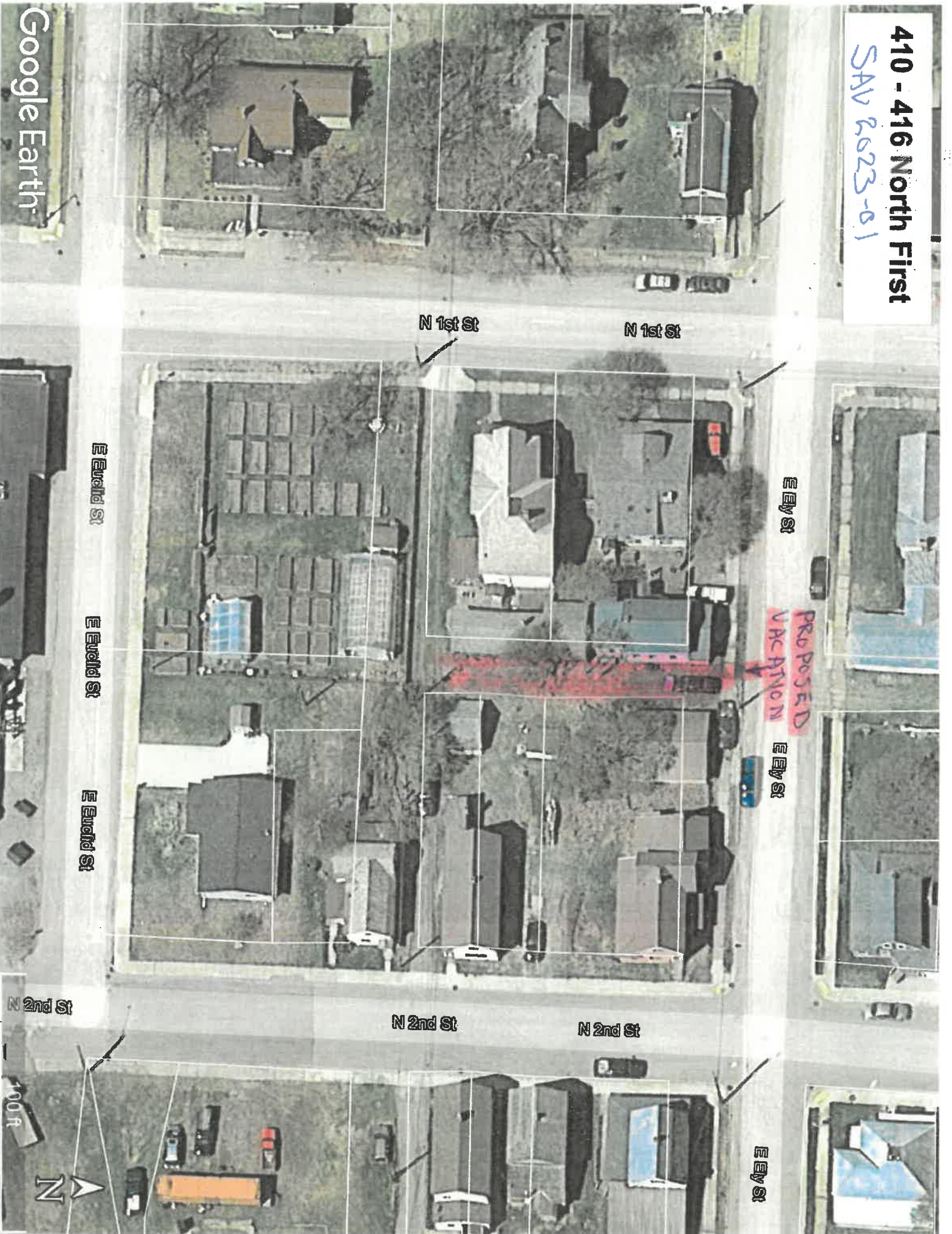
NOTICE OF PUBLIC HEARING

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 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



N 1st St

N 1st St

E Bay St

PROPOSED
VACATION

E Bay St

E Euclid St

E Euclid St

E Euclid St

N 2nd St

N 2nd St

E Bay St

N 2nd St

100 ft

N

Google Earth

106d)

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

SAV 2023-02

Arch St

Arch St

N 1st St

N 1st St

N 2nd St

h St

E North St

E North St

PROPOSED
VACATION



100 ft

Google Earth

10(F)

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 ISHPERING 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

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.

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~~

9(i)

**CITY OF ISHPEMING
RESOLUTION 7-2024
TO TENTATIVELY AWARD
A CONSTRUCTION CONTRACT
FOR WATER SYSTEM IMPROVEMENTS - CONTRACT #1**

WHEREAS, the City of Ishpeming wishes to construct improvements to its existing water system; and

WHEREAS, the water system improvements project formally adopted on May 29, 2024, will be funded through Michigan's DWSRF Program; and

WHEREAS, the City of Ishpeming has sought and received construction bids for the proposed improvements and has received a low bid in the amount of \$9,555,317.50 from A. Lindberg & Sons, Inc. for Contract #1; and

WHEREAS, the project engineer, Chris Holmes, U.P. Engineers & Architects, Inc., has recommended awarding Contract #1 to the low bidder.

NOW THEREFORE BE IT RESOLVED, that the City of Ishpeming tentatively awards the contract for construction of the proposed Water System Improvements Project – Contract #1 to A. Lindberg & Sons, Inc. contingent upon successful financial arrangements with the DWSRF Program.

Yeas:

Nays:

Abstain:

Absent:

I certify that the above Resolution was adopted by _____ (the governing body of the applicant) on _____.

BY:

Name and Title (please print or type)

Signature

Date

3(ii)

**CITY OF ISHPEMING
RESOLUTION 8-2024
TO TENTATIVELY AWARD
A CONSTRUCTION CONTRACT
FOR WATER SYSTEM IMPROVEMENTS - CONTRACT #2**

WHEREAS, the City of Ishpeming wishes to construct improvements to its existing water system; and

WHEREAS, the water system improvements project formally adopted on May 29, 2024, will be funded through Michigan's DWSRF Program; and

WHEREAS, the City of Ishpeming has sought and received construction bids for the proposed improvements and has received a low bid in the amount of \$10,342,762.25 from Payne & Dolan, Inc. for Contract #2; and

WHEREAS, the project engineer, Chris Holmes, U.P. Engineers & Architects, Inc., has recommended awarding Contract #2 to the low bidder.

NOW THEREFORE BE IT RESOLVED, that the City of Ishpeming tentatively awards the contract for construction of the proposed Water System Improvements Project – Contract #2 to Payne & Dolan, Inc., contingent upon successful financial arrangements with the DWSRF Program.

Yeas:

Nays:

Abstain:

Absent:

I certify that the above Resolution was adopted by _____ (the governing body of the applicant) on _____.

BY:

Name and Title (please print or type)

Signature

Date

CITY OF ISHPEMING
ORDINANCE NO. 11-2800

AN ORDINANCE TO PROVIDE FOR THE ACQUISITION AND CONSTRUCTION OF ADDITIONS, EXTENSIONS AND IMPROVEMENTS TO THE WATER SUPPLY SYSTEM OF THE CITY OF ISHPEMING; TO PROVIDE FOR THE ISSUANCE AND SALE OF JUNIOR LIEN REVENUE BONDS TO PAY THE COST THEREOF; TO PRESCRIBE THE FORM OF THE BONDS; TO PROVIDE FOR THE COLLECTION OF REVENUES FROM THE SYSTEM SUFFICIENT FOR THE PURPOSE OF PAYING THE COSTS OF OPERATION AND MAINTENANCE OF THE SYSTEM AND TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS; TO PROVIDE FOR SECURITY FOR THE BONDS; TO PROVIDE FOR THE SEGREGATION AND DISTRIBUTION OF THE REVENUES; TO PROVIDE FOR THE RIGHTS OF THE HOLDERS OF THE BONDS IN ENFORCEMENT THEREOF; AND TO PROVIDE FOR OTHER MATTERS RELATING TO THE BONDS AND THE SYSTEM.

THE CITY OF ISHPEMING ORDAINS:

Section 1. Definitions. Whenever used in this Ordinance, except when otherwise indicated by the context, the following terms shall have the following meanings:

- (a) “Act 94” means Act 94, Public Acts of Michigan, 1933, as amended.
- (b) “Adjusted Net Revenues” means for any operating year the excess of revenues over expenses for the System determined in accordance with generally accepted accounting principles, to which shall be added depreciation, amortization, interest expense on Bonds and payments to the Issuer in lieu of taxes, to which may be made the following adjustments.
 - (i) Revenues may be augmented by the amount of any rate increases adopted prior to the issuance of additional Bonds or to be placed into effect before the time principal or interest on the additional Bonds becomes payable from Revenues as applied to quantities of service furnished during the operating year or portion thereof that the increased rates were not in effect.
 - (ii) Revenues may be augmented by amounts which may be derived from rates and charges to be paid by new customers of the System.
- (c) “Authority” means the Michigan Finance Authority.
- (d) “Authorized Officers” means the Mayor, Treasurer, City Clerk, City Manager and the Finance Office Manager of the Issuer.

(e) “Engineers” means U.P. Engineers & Architects, Inc., Ishpeming, Michigan.

(f) “EGLE” means the Michigan Department of Environment, Great Lakes and Energy.

(g) “Issuer” means the City of Ishpeming, County of Marquette, State of Michigan.

(h) “Junior Lien Bonds” means the Series 2024 Bonds, together with any additional bonds heretofore or hereafter issued of equal standing with the Series 2024 Bonds.

(i) “Outstanding Senior Lien Bonds” means the Series 2017 Bonds and any additional bonds issued that are senior in standing and priority of lien with the Junior Lien Bonds.

(j) “Prior Ordinance” means Ordinance No. 11-2400 adopted by the Issuer authorizing the issuance of the Outstanding Senior Lien Bonds.

(k) “Project” means the acquisition, construction, furnishing and equipping of additions, extensions and improvements to the Issuer's Water Supply System, including water main and lead service line replacements at various locations throughout the Issuer and upgrades and improvements to the storage tank, together with all necessary interests in land, rights-of way, appurtenances and attachments thereto.

(l) “Purchase Contract” means the Purchase Contract to be entered into between the Authority and the Issuer relating to the purchase by the Authority of the Series 2024 Bonds.

(m) “Revenues” and “Net Revenues” means the revenues and net revenues of the System and shall be construed as defined in Section 3 of Act 94, including with respect to “Revenues”, the earnings derived from the investment of moneys in the various funds and accounts established by the Prior Ordinance and this Ordinance.

(n) “Series 2017 Bonds” means the Issuer’s Water Supply System Revenue Bond, Series 2017 (Taxable), dated July 20, 2017, in the original principal amount of \$8,980,000.

(o) “Series 2024 Bonds” means the Water Supply System Junior Lien Revenue Bond, Series 2024, in the principal amount of not to exceed \$13,548,200 issued pursuant to this Ordinance.

(p) “Sufficient Government Obligations” means direct obligations of the United States of America or obligations the principal and interest on which is fully guaranteed by the United States of America, not redeemable at the option of the issuer, the principal and interest payments upon which without reinvestment of the interest, come due at such times and in such amounts as to be fully sufficient to pay the interest as

it comes due on the Bonds and the principal and redemption premium, if any, on the Bonds as it comes due whether on the stated maturity date or upon earlier redemption. Securities representing such obligations shall be placed in trust with a bank or trust company, and if any of the Bonds are to be called for redemption prior to maturity, irrevocable instructions to call the Bonds for redemption shall be given to the paying agent.

(q) “Supplemental Agreement” means the supplemental agreement among the Issuer, the Authority and EGLE relating to the Series 2024 Bonds.

(r) “System” means the entire Water Supply system of the Issuer, including the Project and all additions, extensions and improvements hereafter acquired.

Section 2. Necessity; Approval of Plans and Specifications. It is hereby determined to be a necessary public purpose of the Issuer to acquire and construct the Project in accordance with the plans and specifications prepared by the Engineers, which plans and specifications are hereby approved. The Project qualifies for the Drinking Water State Revolving Fund financing program being administered by EGLE and the Authority, whereby bonds of the Issuer are sold to the Authority and bear interest at a fixed rate of two percent (2.00%) per annum.

Section 3. Costs; Useful Life. The cost of the Project is estimated to be approximately Twenty-Three Million Four Hundred Forty-Five Thousand Dollars (\$23,445,000), including the payment of incidental expenses as specified in Section 4 of this Ordinance, which estimate of cost is hereby approved and confirmed. The period of usefulness of the Project is estimated to be not less than thirty-five (35) years.

Section 4. Payment of Cost; Bonds Authorized. To pay part of the cost of acquiring and constructing the Project, legal, engineering, financial and other expenses incident thereto and incident to the issuance and sale of the Series 2024 Bonds, the Issuer shall borrow the sum of not to exceed Thirteen Million Five Hundred Forty-Eight Thousand Two Hundred Dollars (\$13,548,200), or such lesser amount as shall have been advanced to the Issuer pursuant to the Purchase Contract and the Supplemental Agreement, and issue the Series 2024 Bonds pursuant to the provisions of Act 94. The remaining cost of the Project shall be defrayed from ARPA grant funds and Issuer funds on hand and legally available for such use.

Except as amended by or expressly provided to the contrary in this Ordinance, all of the provisions of the Prior Ordinance shall apply to the Series 2024 Bonds issued pursuant to this Ordinance, the same as though each of said provisions were repeated in this Ordinance in detail; the purpose of this Ordinance being to authorize the issuance of additional revenue bonds of subordinate lien with respect to the Outstanding Senior Lien Bonds to finance the cost of acquiring and constructing additions, extensions and improvements to the System, additional bonds of subordinate standing with the Outstanding Senior Lien Bonds for such purpose being authorized by the provisions of the Prior Ordinance, upon the conditions therein stated, which conditions have been fully met.

Section 5. Issuance of Series 2024 Bonds; Details. The Series 2024 Bonds of the Issuer, to be designated **WATER SUPPLY SYSTEM JUNIOR LIEN REVENUE BOND, SERIES**

2024, are authorized to be issued in the principal sum of not to exceed Thirteen Million Five Hundred Forty-Eight Thousand Two Hundred Dollars (\$13,548,200) as finally determined by order of the EGLE for the purpose of paying part of the cost of the Project, including the costs incidental to the issuance, sale and delivery of the Series 2024 Bonds. The Series 2024 Bonds shall be payable out of the Net Revenues, as set forth more fully in Section 8 hereof, provided that the Series 2024 Bonds shall be subordinate to the prior lien with respect to the Net Revenues in favor of the Outstanding Senior Lien Bonds and of any additional bonds of equal standing with the Outstanding Senior Lien Bonds hereafter issued.

The Series 2024 Bonds shall be in the form of a single fully-registered, nonconvertible bond of the denomination of the full principal amount thereof, dated as of the date of delivery, payable in principal installments as finally determined by the order of the EGLE at the time of sale of the Series 2024 Bonds and approved by the Authority and an Authorized Officer. Principal installments of the Series 2024 Bonds shall be payable on April 1 of the years 2027 to 2056, inclusive, or such other payment dates as hereinafter provided. Interest on the Series 2024 Bonds shall be payable on April 1 and October 1 of each year, commencing April 1, 2025 or on such other interest payment dates as hereinafter provided. Final determination of the principal amount of and interest on the Series 2024 Bonds and the payment dates and amounts of principal installments of the Series 2024 Bonds shall be evidenced by execution of the Purchase Contract and each of the Authorized Officers is authorized and directed to execute and deliver the Purchase Contract when it is in final form and to make the determinations set forth above; provided, however, that the principal installments shall not exceed thirty (30) in number and the total principal amount shall not exceed \$13,548,200.

The Series 2024 Bonds shall bear interest at a rate of two percent (2.00%) per annum on the par value thereof or such other rate as evidenced by execution of the Purchase Contract, but in any event not to exceed the rate permitted by law, and any Authorized Officers as shall be appropriate shall deliver the Series 2024 Bonds in accordance with the delivery instructions of the Authority.

The principal amount of the Series 2024 Bonds is expected to be drawn down by the Issuer periodically, and interest on principal amount shall accrue from the date such principal amount is drawn down by the Issuer.

The Series 2024 Bonds shall not be convertible or exchangeable into more than one fully-registered bond. Principal of and interest on the Series 2024 Bonds shall be payable as provided in the Series 2022 Bond form in this Ordinance.

The Series 2024 Bonds shall be subject to optional redemption by the Issuer with the prior written approval of the Authority and on such terms as may be required by the Authority.

The Treasurer of the Issuer shall record on the registration books payment by the Issuer of each installment of principal or interest or both when made and the cancelled checks or other records evidencing such payments shall be returned to and retained by the Treasurer.

Upon payment by the Issuer of all outstanding principal of and interest on the Series 2024 Bonds, the Authority shall deliver the Series 2024 Bonds to the Issuer for cancellation.

Section 6. Execution of Series 2024 Bonds. The Series 2024 Bonds shall be signed by the manual or facsimile signature of the Mayor and countersigned by the manual or facsimile signature of the City Clerk and shall have the corporate seal of the Issuer or a facsimile thereof impressed thereon. The Series 2024 Bonds bearing the manual or facsimile signatures of the Mayor and the City Clerk sold to the Authority shall require no further authentication.

Section 7. Registration and Transfer. Any Bond may be transferred upon the books required to be kept pursuant to this section by the person in whose name it is registered, in person or by the registered owner's duly authorized attorney, upon surrender of the Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the transfer agent. Whenever any Bond or Bonds shall be surrendered for transfer, the Issuer shall execute and the transfer agent shall authenticate and deliver a new Bond or Bonds, for like aggregate principal amount. The transfer agent shall require payment by the bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer. The Issuer shall not be required (i) to issue, register the transfer of or exchange any Bond during a period beginning at the opening of business 15 days before the day of the giving of a notice of redemption of Bonds selected for redemption as described in the form of Series 2024 Bonds contained in Section 13 of this Ordinance and ending at the close of business on the day of that giving of notice, or (ii) to register the transfer of or exchange any Bond so selected for redemption in whole or in part, except the unredeemed portion of Bonds being redeemed in part. The Issuer shall give the transfer agent notice of call for redemption at least 20 days prior to the date notice of redemption is to be given.

The transfer agent shall keep or cause to be kept at its principal office sufficient books for the registration and transfer of the Bonds, which shall at all times be open to inspection by the Issuer; and upon presentation for such purpose the transfer agent shall under such reasonable regulations as it may prescribe, transfer or cause to be transferred on said books Bonds as hereinbefore provided.

If any Bond shall become mutilated, the Issuer, at the expense of the holder of the Bond, shall execute, and the transfer agent shall authenticate and deliver, a new Bond of like tenor in exchange and substitution for the mutilated Bond, upon surrender to the transfer agent of the mutilated Bond. If any Bond issued under this Ordinance shall be lost, destroyed or stolen, evidence of the loss, destruction or theft may be submitted to the transfer agent and, if this evidence is satisfactory to both and indemnity satisfactory to the transfer agent shall be given, and if all requirements of any applicable law including Act 354, Public Acts of Michigan, 1972, as amended ("Act 354"), being sections 129.131 to 129.135, inclusive, of the Michigan Compiled Laws have been met, the Issuer, at the expense of the owner, shall execute, and the transfer agent shall thereupon authenticate and deliver, a new Bond of like tenor and bearing the statement required by Act 354, or any applicable law hereafter enacted, in lieu of and in substitution for the Bond so lost, destroyed or stolen. If any such Bond shall have matured or shall be about to mature, instead of issuing a substitute Bond the transfer agent may pay the same without surrender thereof.

Section 8. Payment of Series 2024 Bonds; Security; Priority of Lien. Principal of and interest on the Series 2024 Bonds shall be payable from the Net Revenues. There is hereby recognized the statutory lien upon the whole of the Net Revenues created by this Ordinance

which shall be a lien that is junior and subordinate to the lien of the Outstanding Senior Lien Bonds created by the Prior Ordinance, to continue until payment in full of the principal of and interest on all Junior Lien Bonds payable from the Net Revenues, or until sufficient cash or Sufficient Government Obligations have been deposited in trust for payment in full of all Junior Lien Bonds of a series then outstanding, principal and interest on such Junior Lien Bonds to maturity, or, if called for redemption, to the date fixed for redemption together with the amount of the redemption premium, if any. Upon deposit of cash or Sufficient Government Obligations, as provided in the previous sentence, the statutory lien shall be terminated with respect to that series of Junior Lien Bonds, the holders of that series shall have no further rights under the Prior Ordinance or this Ordinance except for payment from the deposited funds, and the Junior Lien Bonds of that series shall no longer be considered to be outstanding under the Prior Ordinance or this Ordinance.

Section 9. Management; Fiscal Year. The operation, repair and management of the System and the acquiring and constructing of the Project shall continue to be under the supervision and control of the Issuer. The Issuer may employ such person or persons in such capacity or capacities as it deems advisable to carry on the efficient management and operation of the System. The Issuer may make such rules and regulations as it deems advisable and necessary to assure the efficient management and operation of the System. The System shall be operated on the basis of an operating year which shall coincide with the Issuer's fiscal year.

Section 10. Rates and Charges; No Free Service. The rates and charges for service furnished by the System and the methods of collection and enforcement of the collection of the rates shall be those in effect on the date of adoption of this Ordinance and are estimated to be sufficient to provide for the payment of the expenses of administration and operation and such expenses for maintenance of the System as are necessary to preserve the System in good repair and working order, to provide for the payment of the principal of and interest on the Series 2024 Bonds and the Outstanding Senior Lien Bonds as the same become due and payable, and the maintenance of the reserves, if any, therefore; and to provide for all other obligations, expenditures and funds for the System required by law, the Prior Ordinance and this Ordinance. No free service or use of the System, or service or use of the System at less than cost, shall be furnished by the System to any person, firm, or corporation, public or private, or to any public agency or instrumentality, including the Issuer.

Section 11. Funds and Accounts; Flow of Funds; Junior Lien Bond and Interest Redemption Account. All funds belonging to the System and all Revenues of the System shall continue to be set aside as collected and credited to the Receiving Account established by the Prior Ordinance (the "Receiving Account"), except as provided in this Ordinance. The Revenues credited to the Receiving Account are pledged for the purposes of the funds and accounts established by the Prior Ordinance and this Ordinance and shall be transferred or debited from the Receiving Account periodically in the manner and at the times and in the order of priority specified in the Prior Ordinance and this Ordinance.

Funding Existing Funds and Accounts. Out of the Revenues in the Receiving Account there shall be transferred and debited the amounts required by the Prior Ordinance to be deposited into the existing Operation and Maintenance Account, the existing Bond and Interest

Redemption Account (including Bond Reserve Account) and the existing Repair, Replacement and Improvement Account created pursuant to the Prior Ordinance.

Junior Lien Bond and Interest Redemption Account. There is hereby created a separate account designated *Junior Lien Bond and Interest Redemption Account* (the “Junior Lien Redemption Account”). Except as otherwise provided herein, the moneys on deposit therein from time to time shall be used for the purpose of paying the principal of and interest on any Junior Lien Bonds.

Out of the Revenues remaining in the Receiving Account after provision for the transfers and debits described in the previous paragraph, there shall be set aside at the time of delivery of the Series 2024 Bonds and the first day of each fiscal quarter thereafter in the Junior Lien Redemption Account an amount equal to that fraction of the amount of interest due on the next interest payment date the numerator of which is one and the denominator of which is the number of full or partial fiscal quarters to the next interest payment date, less any amount in the Junior Lien Redemption Account representing investment income on amounts on deposit in the Junior Lien Redemption Account. Commencing the first day of the fourth fiscal quarter preceding the first principal installment payment date there shall be set aside in the Junior Lien Redemption Account an amount equal to 1/4 of the amount of principal installment next coming due. If there is any deficiency in the amount previously set aside, that deficiency shall be added to the next succeeding quarterly requirements. The amount to be set aside for the payment of principal and interest on any principal payment shall not exceed the amount which, when added to the money on deposit in the Junior Lien Redemption Account including investment income thereon, is necessary to pay principal and interest due on the Series 2024 Bonds to the next succeeding principal payment date.

Section 12. Bond Proceeds. The proceeds of the sale of the Series 2024 Bonds as received by the Issuer shall be deposited in a separate account in a bank or banks qualified to act as depository of the proceeds of sale under the provisions of Section 15 of Act 94 designated 2024 PROJECT CONSTRUCTION FUND (the “Construction Fund”). Moneys in the Construction Fund shall be applied solely in payment of the cost of the Project and any engineering, legal and other expenses incident thereto and to the financing thereof.

Section 13. Bond Form. The Series 2024 Bonds shall be in substantially the following form with such changes or completion as necessary or appropriate to give effect to the intent of this Ordinance and subject to such modifications which may be required by the Michigan Attorney General and the Authority and approved by bond counsel:

FORM OF BOND

UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF MARQUETTE

CITY OF ISHPEMING

WATER SUPPLY SYSTEM JUNIOR LIEN REVENUE
BOND, SERIES 2024

REGISTERED OWNER: Michigan Finance Authority

PRINCIPAL AMOUNT: _____ Dollars (\$ _____)

DATE OF ORIGINAL ISSUE: August 28, 2024

The CITY OF ISHPEMING, County of Marquette, State of Michigan (the "Issuer"), acknowledges itself to owe and for value received hereby promises to pay, but only out of the hereinafter described Net Revenues of the Issuer's Water Supply System (hereinafter defined), to the Michigan Finance Authority (the "Authority"), or registered assigns, the Principal Amount shown above, or such portion thereof as shall have been advanced to the Issuer pursuant to a Purchase Contract between the Issuer and the Authority and a Supplemental Agreement by and among the Issuer, the Authority and the State of Michigan acting through the Department of Environment, Great Lakes and Energy, in lawful money of the United States of America, unless prepaid or reduced prior thereto as hereinafter provided.

During the time the Principal Amount is being drawn down by the Issuer under this bond, the Authority will periodically provide to the Issuer a statement showing the amount of principal that has been advanced and the date of each advance, which statement shall constitute prima facie evidence of the reported information; provided that no failure on the part of the Authority to provide such a statement or to reflect a disbursement or the correct amount of a disbursement shall relieve the Issuer of its obligation to repay the outstanding Principal Amount actually advanced, all accrued interest thereon, and any other amount payable with respect thereto in accordance with the terms of this bond.

The Principal Amount shall be payable on the dates and in the annual principal installment amounts set forth on the Schedule attached hereto and made a part hereof, as such Schedule may be adjusted if less than \$ _____ is disbursed to the Issuer or if a portion of the Principal Amount is prepaid or reduced as provided below, with interest on said principal installments from the date each said installment is delivered to the holder hereof until paid at the rate of two percent (2.00%) per annum. Interest is first payable on April 1, 2025, and semiannually thereafter and principal is payable on the first day of April commencing April 1, 2027 (as identified in the Purchase Contract) and annually thereafter.

Principal installments of this bond are subject to prepayment by the Issuer prior to maturity only with the prior written consent of the Authority and on such terms as may be required by the Authority.

Notwithstanding any other provision of this Bond, so long as the Authority is the owner of this Bond, (a) this Bond is payable as to principal, premium, if any, and interest at U.S. Bank Trust Company, National Association or at such other place as shall be designated in writing to the Issuer by the Authority (the "Authority's Depository"); (b) the Issuer agrees that it will deposit with the Authority's Depository payments of the principal of, premium, if any, and interest on this Bond in immediately available funds by 12:00 noon at least five business days prior to the date on which any such payment is due whether by maturity, redemption or

otherwise; in the event that the Authority's Depository has not received the Issuer's deposit by 12:00 noon on the scheduled day, the Issuer shall immediately pay to the Authority as invoiced by the Authority an amount to recover the Authority's administrative costs and lost investment earnings attributable to that late payment; and (c) written notice of any redemption of this Bond shall be given by the Issuer and received by the Authority's Depository at least 40 days prior to the date on which such redemption is to be made.

Additional Interest

In the event of a default in the payment of principal or interest hereon when due, whether at maturity, by redemption or otherwise, the amount of such default shall bear interest (the "additional interest") at a rate equal to the rate of interest which is two percent above the Authority's cost of providing funds (as determined by the Authority) to make payment on the bonds of the Authority issued to provide funds to purchase this bond but in no event in excess of the maximum rate of interest permitted by law. The additional interest shall continue to accrue until the Authority has been fully reimbursed for all costs incurred by the Authority (as determined by the Authority) as a consequence of the Issuer's default. Such additional interest shall be payable on the interest payment date following demand of the Authority. In the event that (for reasons other than the default in the payment of any municipal obligation purchased by the Authority) the investment of amounts in the reserve account established by the Authority for the bonds of the Authority issued to provide funds to purchase this bond fails to provide sufficient available funds (together with any other funds which may be made available for such purpose) to pay the interest on outstanding bonds of the Authority issued to fund such account, the Issuer shall and hereby agrees to pay on demand only the Issuer's pro rata share (as determined by the Authority) of such deficiency as additional interest on this bond.

For prompt payment of principal and interest on this bond, the Issuer has irrevocably pledged the revenues of the Water Supply System of the Issuer, including all appurtenances, extensions and improvements thereto (the "Water Supply System"), after provision has been made for reasonable and necessary expenses of operation, maintenance and administration (the "Net Revenues"), and a statutory lien thereon is hereby recognized and created which is junior in standing and priority of lien as to the prior lien of the Water Supply System Revenue Bond, Series 2017 (Taxable) (the "Outstanding Senior Lien Bonds") of the City and of any additional bonds of the City of equal standing and priority of lien with the Outstanding Senior Lien Bonds.

This bond is a single, fully-registered, non-convertible bond in the principal sum indicated above issued pursuant to Ordinance Nos. 11-2400 and ____ duly adopted by the City Council (the "Ordinances"), and under and in full compliance with the Constitution and statutes of the State of Michigan, including specifically Act 94, Public Acts of Michigan, 1933, as amended, for the purpose of paying part of the cost of acquiring and constructing additions, extensions and improvements to the Water Supply System of the Issuer.

For a complete statement of the revenues from which and the conditions under which this bond is payable, a statement of the conditions under which additional bonds of superior and equal standing may hereafter be issued and the general covenants and provisions pursuant to which this bond is issued, reference is made to the Ordinances.

This bond is a self-liquidating bond, payable, both as to principal and interest, from the Net Revenues of the System. The principal of and interest on this bond are secured by the statutory lien hereinbefore mentioned.

The Issuer has covenanted and agreed, and does hereby covenant and agree, to fix and maintain at all times while any bonds payable from the Net Revenues of the Water Supply System shall be outstanding, such rates for service furnished by the Water Supply System as shall be sufficient to provide for payment of the interest upon and the principal of this bond and any bonds of equal standing with this bond and the Outstanding Senior Lien Bonds and any additional bonds of equal standing with the Outstanding Senior Lien Bonds, as and when the same shall become due and payable, and to maintain a bond redemption fund (including, except for bonds of this issue, a bond reserve account) therefor, to provide for the payment of

expenses of administration and operation and such expenses for maintenance of the Water Supply System as are necessary to preserve the same in good repair and working order, and to provide for such other expenditures and funds for the Water Supply System as are required by the Ordinances.

This bond is transferable only upon the books of the Issuer by the registered owner in person or the registered owner's attorney duly authorized in writing, upon the surrender of this bond together with a written instrument of transfer satisfactory to the transfer agent, duly executed by the registered owner or the registered owner's attorney duly authorized in writing, and thereupon a new bond or bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the Ordinance, and upon payment of the charges, if any, therein prescribed.

It is hereby certified and recited that all acts, conditions and things required by law to be done precedent to and in the issuance of this bond have been done and performed in regular and due time and form as required by law.

IN WITNESS WHEREOF, the City of Ishpeming, County of Marquette, State of Michigan, by its City Council has caused this bond to be executed with the manual or facsimile signatures of its Mayor and its City Clerk and the corporate seal of the City to be impressed or imprinted hereon, all as of the Date of Original Issue.

CITY OF ISHPEMING

By _____
Its Mayor

(Seal)

Countersigned:

By _____
Its City Clerk

EGLE Project No.: 7708-01
 EGLE Approved Amt: \$13,548,200
 Loan Amount Forgiven:
 Loan Amount to be repaid:

SCHEDULE A

Based on the schedule provided below unless revised as provided in this paragraph, repayment of the principal of the bond shall be made until the full amount advanced to the Issuer is repaid. In the event the Order of Approval issued by the Department of Environment, Great Lakes and Energy (the "Order") approves a principal amount of assistance less than the amount of the bond delivered to the Authority, the Authority shall only disburse principal up to the amount stated in the Order. In the event (1) that the payment schedule approved by the Issuer and described below provides for payment of a total principal amount greater than the amount of assistance approved by the Order or (2) that less than the principal amount of assistance approved by the Order is disbursed to the Issuer by the Authority, or (3) that any portion of the principal amount of assistance approved by the Order and disbursed to the Issuer is forgiven pursuant to the Order, the Authority shall prepare a new payment schedule which shall be effective upon receipt by the Issuer.

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Maturity Date</u>	<u>Principal Amount</u>
April 1, 2027	\$335,000	April 1, 2042	\$450,000
April 1, 2028	340,000	April 1, 2043	460,000
April 1, 2029	345,000	April 1, 2044	470,000
April 1, 2030	355,000	April 1, 2045	475,000
April 1, 2031	360,000	April 1, 2046	485,000
April 1, 2032	370,000	April 1, 2047	495,000
April 1, 2033	375,000	April 1, 2048	505,000
April 1, 2034	385,000	April 1, 2049	515,000
April 1, 2035	395,000	April 1, 2050	525,000
April 1, 2036	400,000	April 1, 2051	540,000
April 1, 2037	405,000	April 1, 2052	545,000
April 1, 2038	415,000	April 1, 2053	560,000
April 1, 2039	425,000	April 1, 2054	570,000
April 1, 2040	430,000	April 1, 2055	580,000
April 1, 2041	440,000	April 1, 2056	598,200

Interest on the bond shall accrue on that portion of principal disbursed by the Authority to the Issuer which has not been forgiven pursuant to the Order from the date such portion is disbursed, until paid, at the rate of 2.00% per annum, payable April 1, 2025 and semi-annually hereafter.

The City agrees that it will deposit with the Authority's Depository, or such other place as shall be designated in writing to the City by the Authority payments of the principal of, premium, if any, and interest on this bond in immediately available funds by 12:00 noon at least five business days prior to the date on which any such payment is due whether by maturity, redemption or otherwise. In the event that the Authority's Depository has not received the City's deposit by 12:00 noon on the scheduled day, the City shall immediately pay to the Authority as invoiced by the Authority an amount to recover the Authority's administrative costs and lost investment earnings attributable to that late payment.

Section 14. Bondholders' Rights; Receiver. The holder or holders of the Bonds representing in the aggregate not less than twenty per cent (20%) of the entire principal amount thereof then outstanding, may, by suit, action, mandamus or other proceedings, protect and enforce the statutory lien upon the Net Revenues of the System, and may, by suit, action, mandamus or other proceedings, enforce and compel performance of all duties of the officers of the Issuer, including the fixing of sufficient rates, the collection of Revenues, the proper segregation of the Revenues of the System and the proper application thereof. The statutory lien upon the Net Revenues, however, shall not be construed as to compel the sale of the System or any part thereof.

If there is a default in the payment of the principal of or interest upon the Series 2024 Bonds, any court having jurisdiction in any proper action may appoint a receiver to administer and operate the System on behalf of the Issuer and under the direction of the court, and by and with the approval of the court to perform all of the duties of the officers of the Issuer more particularly set forth herein and in Act 94.

The holder or holders of the Series 2024 Bonds shall have all other rights and remedies given by Act 94 and law, for the payment and enforcement of the Series 2024 Bonds and the security therefor.

Section 15. Additional Bonds. The Issuer may issue additional bonds of equal standing with the Series 2024 Bonds for the following purposes and subject to the following conditions:

(a) To complete the Project in accordance with the plans and specifications therefor. Such bonds shall not be authorized unless the engineers in charge of construction shall execute a certificate evidencing the fact that additional funds are needed to complete the Project in accordance with the plans and specifications therefor and stating the amount that will be required to complete the Project. If such certificate shall be so executed and filed with the Issuer, it shall be the duty of the Issuer to provide for and issue additional revenue bonds in the amount stated in said certificate to be necessary to complete the Project in accordance with the plans and specifications plus an amount necessary to issue such bonds or to provide for part or all of such amount from other sources.

(b) For subsequent repairs, extensions, enlargements and improvements to the System or for subsequent repairs, extensions, enlargements and improvements to the System and for the purpose of refunding part or all of the Junior Lien Bonds then outstanding and paying costs of issuing such additional Junior Lien Bonds. Junior Lien Bonds for such purposes shall not be issued pursuant to this subparagraph (b) unless the Adjusted Net Revenues of the System for the then last two (2) preceding twelve-month operating years or the Adjusted Net Revenues for the last preceding twelve-month operating year, if the same shall be lower than the average, shall be equal to at least one hundred percent (100%) of the maximum amount of principal and interest thereafter maturing in any operating year on the then outstanding Senior Lien Bonds, Junior Lien Bonds and on the additional Bonds then being issued. If the additional Junior Lien Bonds are to be issued in whole or in part for refunding outstanding Junior Lien Bonds, the

annual principal and interest requirements shall be determined by deducting from the principal and interest requirements for each operating year the annual principal and interest requirements of any Junior Lien Bonds to be refunded from the proceeds of the additional Junior Lien Bonds. For purposes of this subparagraph (b) the Issuer may elect to use as the last preceding operating year any operating year ending not more than sixteen months prior to the date of delivery of the additional Junior Lien Bonds and as the next to the last preceding operating year, any operating year ending not more than twenty-eight months prior to the date of delivery of the additional Junior Lien Bonds. Determination by the Issuer as to existence of conditions permitting the issuance of additional Junior Lien Bonds shall be conclusive. No additional Junior Lien Bonds of equal standing as to the Net Revenues of the System shall be issued pursuant to the authorization contained in this subparagraph if the Issuer shall then be in default in making its required payments to the Operation and Maintenance Fund or the Redemption Fund.

(c) For refunding a part or all of the Junior Lien Bonds then outstanding and paying costs of issuing such additional Junior Lien Bonds including deposits which may be required to be made to the bond reserve account for such Junior Lien Bonds. No additional Junior Lien Bonds shall be issued pursuant to this subsection unless the maximum amount of principal and interest maturing in any operating year after giving effect to the refunding shall be less than the maximum amount of principal and interest maturing in any operating year prior to giving effect to the refunding.

Section 16. Negotiated Sale; Application to EGLE and Authority; Execution of Documents. The Issuer determines that it is in the best interest of the Issuer to negotiate the sale of the Series 2024 Bonds to the Authority because the Drinking Water State Revolving Fund and Drinking Water State Revolving Fund financing programs provide significant interest savings to the Issuer compared to competitive sale in the municipal bond market. The Authorized Officers are hereby authorized to make application to the Authority and to the EGLE for placement of the Series 2024 Bonds with the Authority. The actions taken by the Authorized Officers with respect to the Series 2024 Bonds prior to the adoption of this Ordinance are ratified and confirmed. The Authorized Officers are each authorized to execute and deliver the Purchase Contract, the Supplemental Agreement and the Issuer's Certificate. Any Authorized Officer is further authorized to execute and deliver such contracts, documents and certificates as are necessary or advisable to qualify the Series 2024 Bonds for the Drinking Water State Revolving Fund and Drinking Water State Revolving Fund. Prior to the delivery of the Series 2024 Bonds to the Authority, any Authorized Officer is hereby authorized to make such changes to the form of the Series 2024 Bonds contained in Section 13 of this Ordinance as may be necessary to conform to the requirements of Act 227, Public Acts of Michigan 1985, as amended ("Act 227"), including, but not limited to changes in the principal maturity and interest payment dates and references to additional security required by Act 227.

Section 17. Covenant Regarding Tax Exempt Status of the Bonds. The Issuer shall, to the extent permitted by law, take all actions within its control necessary to maintain the exemption of the interest on the Series 2024 Bonds from general federal income taxation (as opposed to any alternative minimum or other indirect taxation) under the Internal Revenue Code of 1986, as amended (the "Code"), including, but not limited to, actions relating to any required

rebate of arbitrage earnings and the expenditure and investment of Series 2024 Bonds proceeds and moneys deemed to be Bond proceeds.

Section 18. Approval of Bond Counsel. The representation of the Issuer by Miller, Canfield, Paddock and Stone, P.L.C. ("Miller Canfield"), as bond counsel is hereby approved, notwithstanding the representation by Miller Canfield of the Authority in connection with the financing programs which may include advising the Authority with respect to this borrowing.

Section 19. Approval of Bond Details. The Authorized Officers are each hereby authorized to adjust the final bond details set forth herein to the extent necessary or convenient to complete the transaction authorized herein, and in pursuance of the foregoing is authorized to exercise the authority and make the determinations authorized pursuant to Section 7a(1)(c) of Act 94, including but not limited to determinations regarding interest rates, prices, discounts, maturities, principal amounts, denominations, dates of issuance, interest payment dates, redemption rights, the place of delivery and payment, and other matters, provided that the principal amount of Series 2024 Bonds issued shall not exceed the principal amount authorized in this Ordinance, the interest rate per annum on the Series 2024 Bonds shall not exceed two percent (2.00%) per annum, and the Series 2024 Bonds shall mature in not more than thirty (30) annual installments.

Section 20. Savings Clause. All ordinances, resolutions or orders, or part thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, repealed.

Section 21. Severability; Paragraph Headings; and Conflict. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance. The paragraph headings in this Ordinance are furnished for convenience of reference only and shall not be considered to be part of this Ordinance.

Section 22. Publication and Recordation. This Ordinance shall be published in full in *The Mining Journal*, a newspaper of general circulation in the Issuer qualified under State law to publish legal notices, promptly after its adoption, and shall be recorded in the Ordinance Book of the Issuer and such record authenticated by the signatures of the Mayor and the City Clerk.

Section 23. Effective Date. Pursuant to the provisions of Section 6 of Act 94, this Ordinance shall be approved on the date of first reading and accordingly this Ordinance shall be effective upon its adoption and publication.

ADOPTED AND SIGNED THIS 10th day of July, 2024.

Signed _____
Its Mayor

Signed _____
Its City Clerk

I HEREBY CERTIFY that the foregoing constitutes a true and complete copy of an Ordinance duly adopted by the City Council of the City of Ishpeming, County of Marquette, State of Michigan, at a regular meeting held on the 10th day of July, 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.

I further certify that the following Members were present at said meeting:

and that the following Members were absent:

I further certify that Member _____ moved for adoption of said Ordinance and that said motion was supported by Member _____.

I further certify that the following Members voted for adoption of said Ordinance:

and that the following Members voted against adoption of said Ordinance:

I further certify that said Ordinance has been recorded in the Ordinance Book and that such recording has been authenticated by the signatures of the Mayor and the City Clerk.

Cathy Smith, City Clerk

42368233.1/043278.00016

10(K)(i)

CITY OF ISHPEMING
RESOLUTION #9-2024

RESOLUTION FOR THE DESIGNATING AN AUTHORIZED PROJECT REPRESENTATIVE
FOR DRINKING WATER STATE REVOLVING FUND

WHEREAS, the City of Ishpeming recognizes the need to make improvements to its existing water treatment and distribution system; and

WHEREAS, the City of Ishpeming is proceeding with funding through the Drinking Water State Revolving Fund;

NOW THEREFORE BE IT RESOLVED, that the Interim City Manager, a position currently held by Grant Getschow, or the City Clerk, a position currently held by Cathy Smith are designated as the authorized representative for all activities associated with the DWSRF project referenced above.

Cathy Smith
City Clerk

July 10, 2024

Date

10(k)(ii)

CITY OF ISHPEMING
RESOLUTION #10-2024

RESOLUTION FOR THE DESIGNATING AN AUTHORIZED PROJECT REPRESENTATIVE
FOR CLEAN WATER STATE REVOLVING FUND

WHEREAS, the City of Ishpeming recognizes the need to make improvements to its existing wastewater treatment and collection system; and

WHEREAS, the City of Ishpeming is proceeding with funding through the Clean Water State Revolving Fund;

NOW THEREFORE BE IT RESOLVED, that the Interim City Manager, a position currently held by Grant Getschow, or the City Clerk, a position currently held by Cathy Smith, are designated as the authorized representative for all activities associated with the CWSRF project referenced above.

Cathy Smith
City Clerk

July 10, 2024

Date



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



Chad M. Radabaugh
Chief of Police

DATE: 06/11/2024

TO: Ishpeming City Council

PURPOSE: Police Technology and Equipment Exchange Conference

Dear City Council

I, Chief Radabaugh am writing this to inform you that I have been selected by Police Magazine to attend the Police Technology and Equipment Exchange Conference. Each year Police Magazine selects only 50 Law Enforcement leaders from across the country to attend this conference. I have put in for this conference for the past 5-6 years and never been selected. This year's conference is being held in New Orleans, September 18-20. For being selected the cost of the conference is covered along with the following:

- Round-trip coach airfare to New Orleans (valued at up to \$450)
- Two-night hotel stay at the New Orleans Hilton Riverside
- Roundtrip ground transportation to and from New Orleans Airport
- Educational content, one-on-one meetings, focus groups, and more
- Evening Networking Events
- High-Dollar Giveaways

Since I would fly in on the 17th, I would be responsible for the cost of the hotel that night at a discounted price.

The event is a great opportunity for me to meet with leaders in police technology and equipment, with the possibility of grant opportunities for the department. I will also attend educational sessions lead by industry experts and Law Enforcement leaders from across the country.

Sincerely,

Chad M. Radabaugh
Chief of Police
City of Ishpeming PD



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.

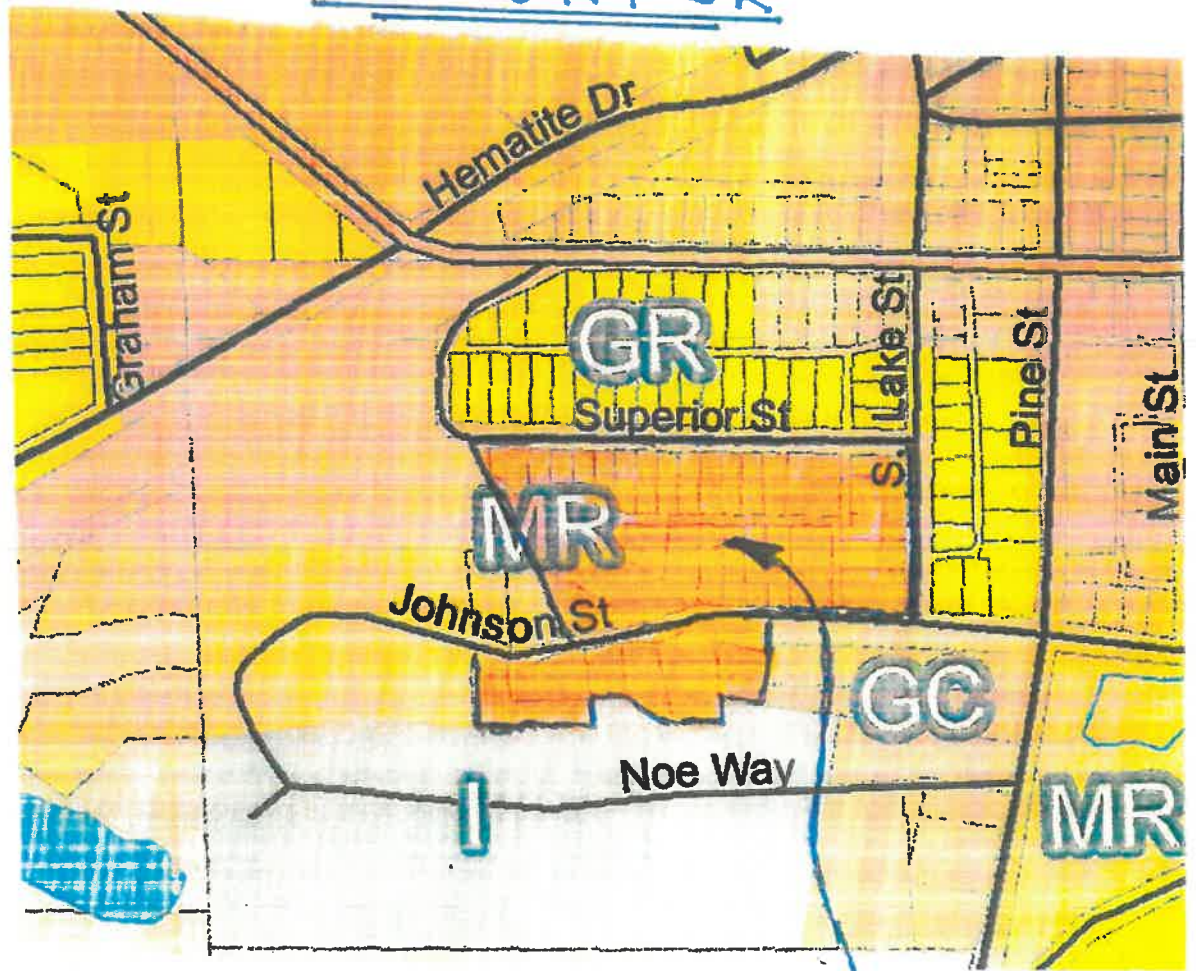
The Planning Commission conducted a Public Hearing on this request and recommended to the City Council that it be approved as presented.

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

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____ 2024, A.D., by and between the City of Ishpeming, hereinafter referred to as "Client" and CIB Planning, a Michigan Corporation, hereinafter referred to as "Consultant."

WITNESSETH:

WHEREAS, the client desires to engage the Consultant to render professional services for the Client; and

WHEREAS, the Consultant desires to provide said services and agrees to do so for compensation based upon services rendered and expenses incurred pursuant to the terms and conditions hereinafter set forth;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

SECTION I. SCOPE OF SERVICES.

The Consultant shall perform the specified services under this Contract in connection with a Branding and Marketing Project. The services to be performed are described in, attached to, and made a part of this contract as Attachment A. The Consultant shall carry out all activities specified in the above-cited scope of services in a satisfactory and proper manner.

SECTION II. CHANGES TO SCOPE OF SERVICES.

The client may from time to time during the course of this agreement, request modifications of this Agreement or changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by the Client and the Consultant, shall be incorporated in written amendments to this agreement.

SECTION III. PROJECT MANAGEMENT AND COMMUNICATION

The Consultant Contact shall be Elena Moeller-Younger, Principal, Director of Marketing & Strategic Planning, as Project Manager and all direct contact shall be made with her. Olmsted Associates and OHM Advisors will serve as subconsultants on this project and will develop the visual branding elements and wayfinding signage plan while coordinating efforts with the Consultant.

SECTION IV. COMPENSATION AND METHOD OF PAYMENT.

- A. The Client shall pay the Consultant a fixed/not-to-exceed fee of \$48,500 for the services described in the Scope of Services (Attachment A). This fee includes typical out-of-pocket expenses including, but not limited to, mileage, postage, software services, and working document reproduction. Final document reproduction will be the responsibility of the Client.
- B. The Client may authorize the Consultant to provide additional services beyond the Scope of Services or attend additional meetings for a fee in addition to paragraph A above. For additional professional services the Consultant shall be compensated at the hourly rates described in Attachment A unless a separate fee is mutually agreed upon.
- C. Invoices will be submitted monthly to the City of Ishpeming for work performed during the billing period and shall be paid within thirty (30) days of receipt of such invoice by the Client.

SECTION V. ASSIGNABILITY

The Agreement shall not be assigned or transferred by either the Consultant or the Client to any entity not connected with the Consultant without the prior written consent of the other. Notwithstanding the foregoing, the

Consultant shall not be prohibited from contracting with qualified subconsultants or from assigning to a bank, trust company, or other financial institutions, any claims for compensation due, or to become due to the Consultant from the Client under this agreement, without prior written consent.

SECTION VI. DATA AND SERVICES TO BE PROVIDED BY CLIENT TO CONSULTANT

If requested by the Consultant, Client shall furnish at no charge to the Consultant, in a timely manner:

- A. Copies of all reports, survey data, plans, maps, drawings, aerial photos, and similar materials relevant to the performance of the scope of services. Such materials shall be provided at no cost to the Consultant.
- B. The Client shall be responsible for any professional, legal, engineering or accounting services connected with the project and shall coordinate review of any drafts by said consultants, if necessary.
- C. The Client shall be responsible for scheduling meetings, publication of agendas and notices, and the costs of publication for postings, notices, and mailings.
- D. The Client shall devote sufficient time at regular meetings to adequately discuss the project within the number of meetings herein described, and to maintain the project schedule, or shall schedule special meetings devoted exclusively to the project.
- E. The Client shall provide the Consultant with decisions or reviews in a timely manner.
- F. If the primary Client contact person is changed, the Consultant shall be compensated for time spent on orientation to the new staff person and any additional work requirements.

SECTION VII. SCHEDULE.

The Consultant and Client shall agree to complete all work required and described in the contract on an expeditious schedule designed to meet time frames as specified in Appendix A, or as mutually extended by the Client and the Consultant.

SECTION VIII. OWNERSHIP OF DATA.

Upon completion or termination of this Agreement, all work products shall become the property of the Client and shall not be furnished to any other party without written permission of the Client. It is understood and agreed that the calculations, final documents, studies, surveys, drawings, maps, reports, and specifications prepared pursuant to this Agreement in machine format or hard copy, are instruments of professional service. They are and shall remain the property of the Client.

The consultant will retain the original work product. The Client understands that changes or modifications to the work product made by anyone other than the consultant may result in adverse consequences which the Consultant can neither predict nor control. Therefore, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Consultant from and against all claims, liabilities, losses, damages, and costs including, but not limited to, attorney fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the work product provided by the Consultant under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project documentation on other projects, for additions to the project, or for completion of this project by others, excepting only such use as may be authorized, in writing, by the Consultant.

SECTION IX. CONFIDENTIALITY

Information obtained and reports prepared by the Consultant under this Agreement shall be considered confidential and shall not be made available to any individual or organization by the Consultant without prior approval of the Client.

SECTION X. TERMINATION

This Agreement may be terminated for cause by either the Client or the Consultant upon written notice, together with appropriate documentation of the reasons. In such case the Consultant shall be compensated by the Client for all work completed prior to termination, upon delivery of products completed to the Client.

SECTION XI. NON-DISCRIMINATION:

The Consultant shall, when applicable, comply with the requirements of all federal, State, and Local laws, ordinances and regulations relating to minimum wages, social security, unemployment compensation insurance, and Worker's Compensation, and shall not discriminate against any employee or applicant for employment because of race, sex, creed, color, or national origin.

SECTION XII. COMPLIANCE WITH ALL LAWS.

In the performance of this Agreement, Consultant agrees to comply with all applicable State, Federal, and local statutes, ordinances, and regulations, and obtain any and all permits applicable to the performance of this Agreement.

IN WITNESS WHEREOF, the Client and Consultant have executed this Agreement as of the date above and in accordance with the laws of the State of Michigan.

WITNESS:

The City of Ishpeming, Ishpeming, Michigan

By:

CIB Planning, Inc.



By:

Carmine Avantini, AICP
President, CIB Planning

02. SCOPE SUMMARY

Our branding process has five phases:

- 1 Gathering Facts
- 2 Analyzing Facts
- 3 Setting Direction
- 4 Executing Vision
- 5 Measuring Efforts

1

Where are we? Gathering the facts

Examine where the brand is in the marketplace from a four-dimensional view, i.e., from every angle.

How? We would start by gathering information in order to evaluate Ishpeming's position and appeal. We would do this by facilitating a strengths, weaknesses, opportunities, and threats (SWOT) and brand platform exercise with stakeholders consisting of staff, business owners, and DDA members to determine key assets, existing brand, position in the market, community vision, and opportunities. We would request historical data, survey results, and any other information that would inform the process and allow our team to gain a deep foundational pool of knowledge and fully understand the community from all perspectives. The branding team would also perform a self-guided site visit—a first-hand, fully-immersive sensory understanding of the community.

2.

Why are we there? Analyzing the facts

Uncover insights to understand the brand.

In this phase we would perform a brand audit by analyzing information gained in the previous step, primary and secondary research on the existing brand, brand position, and differentiation. We would analyze relevant past survey results, target market data, analytics, and other useful data that will help provide historical and foundational concepts of the brand.

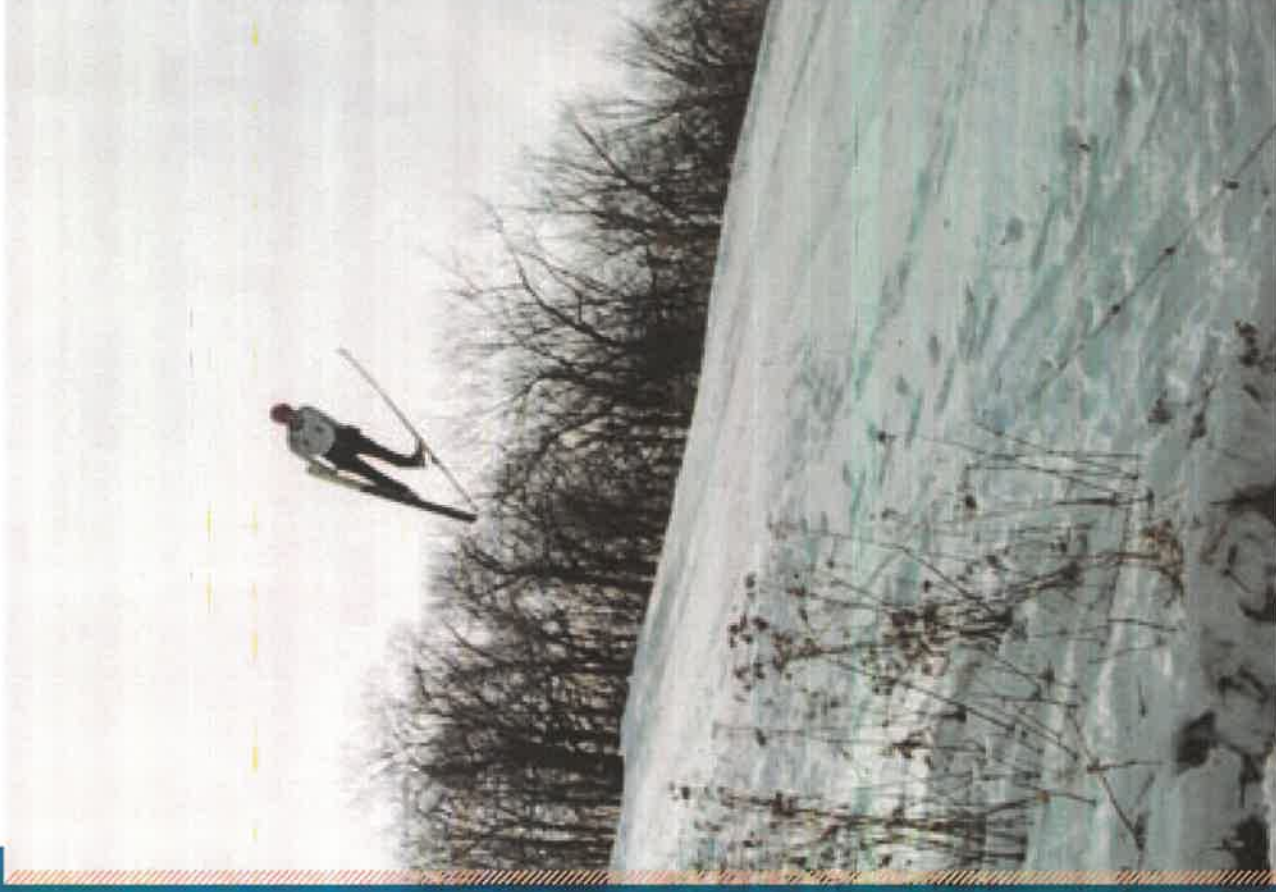
We would craft and launch a public online survey in collaboration with the City as promotional partner to tap perceptions, reactions, and feelings about the current brand position to give us an informed baseline from the public's perspective. These stages will set the groundwork to develop the brand platform.

3.

Where could we be? Setting the direction

Determine target audiences, brand position, and brand promise.

In this phase we would uncover the target markets; the group of “buyers” and end users to whom we will direct marketing efforts toward. Those audiences typically share similar characteristics including geography, buying power, demographics, and incomes. Next, working from a position of informed intuition, a range of ideas will emerge to position the brand. The creative design team will craft and refine the brand elements, setting the stage for the next steps.



How can we get there? Executing the vision

During this phase, a new visual brand (logo) would be created that expresses the community and reflects the unique nature of the City of Ishpeming.

Our team will bring our experience working with communities in the Upper Peninsula to advise on the logo and brand development process by providing an additional viewpoint from a planning perspective.

The team would generate six to seven initial multiple concepts for presentation. The team will host a virtual steering committee meeting to present the initial visual brand ideas and position. The steering committee will assist the design team by eliminating non-favorites, providing direction, and preferences for refinement. From there, the designs and proposed positions will be synthesized down to a final two concepts to select from, which will be finalized and presented virtually to the full steering committee, who would make a final decision.

The final visual brand would inform the visual applications of the related graphic applications including wayfinding, gateway signage, and key events; all sharing the same DNA.

The products and deliverables in this phase will include:

- Graphic Standards Guide—This would include guidelines for logo use and proper application across a variety of communications, color and typography standards. Specialty graphics (i.e. specialty districts or departments), along with stationery system artwork, publication masthead and decorative, branded city banners and signage are included.
- All final brand logo and tagline files, fonts, color palette and typefaces for use in print and digital.



Wayfinding Plan

Based on the outcomes of the previous steps, subconsultants from the OHM Advisors team will lead the development of a wayfinding framework to help direct residents and visitors to the key areas of the city using the established brand guide. The team will complete the following tasks to develop a comprehensive wayfinding plan:

- Create an existing conditions map showing the City of Ishpeming, current locations of key destinations, nearby communities, and transportation connections.
- Develop a hierarchy of wayfinding sign typologies that meet the needs of Ishpeming. The hierarchy of signage could include, but is not limited, to the following typologies:
 - ◇ Primary/Gateway – major entrances to the City
 - ◇ Secondary – larger signs that indicate entrances to subdistricts within Ishpeming
 - ◇ Tertiary – smaller signs denoting neighborhood or district locations, such as light pole fixtures, pole signs, and banners
 - ◇ Directional – signage dictating direction and distance to major attractions
 - ◇ Informational – signs that include specific details about a place, such as maps, historical, or educational information
- Identify the recommended locations for the hierarchy of signage typologies and indicate on the plan map.
- Develop a signage family design that includes examples of what each sign typology would look like when fabricated. The designs will be based off the branding standards developed during the earlier project stages and include details unique to Ishpeming.

LATE
SUM
MER
2022

Implementation and Messaging Strategy

The team will then work in collaboration with the lead partner (Siren) to develop a brand implementation and messaging strategy. The final implementation and messaging component will include the following:

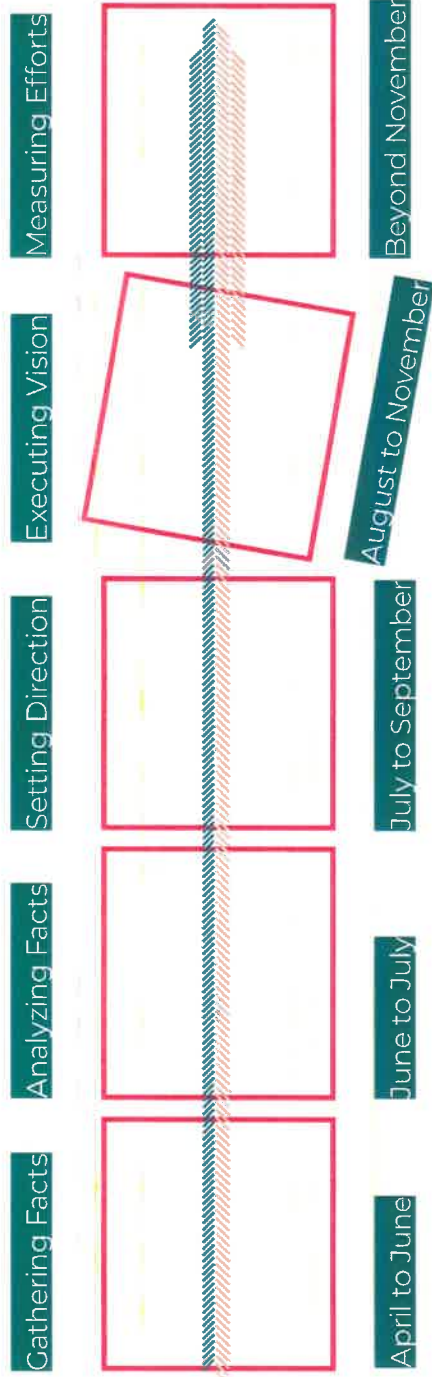
- Recommendations for the distribution and placement of branding on key elements including the city's website, social media, printed materials, etc.
- Essential market segmentation and outreach information on key audiences: residents, businesses, developers, and visitors.
- Messaging and recommended avenues of distribution for each of the key audiences.
- A two-year, action-focused implementation plan for the above.

5.

Are we getting there? Measuring Efforts

We need to be able to benchmark our successes and measure our effectiveness. Part of this strategy includes an evaluation plan that would involve such actions as tracking online traffic in digital assets (website, social accounts, social listening, surveying). We must ask "Is the message clear? Is it fully understood and embraced by the place's publics? Do target audiences clearly recognize the brand promise at different contact points?" This step involves the development of a plan for ongoing evaluation of the brand's effectiveness and reporting of results to key stakeholders.

05. TIMELINE & BUDGET



The following budget and associated fee range represent the time anticipated for each of the tasks identified in the proposal, along with estimated expenses for items such as travel, reproduction, etc.

Component One, Brand Development/Brand Identity: \$21,500

Component Two, Wayfinding Plan: \$18,000

Component Three, Implementation and Messaging Strategy: \$9,000

Total not-to-exceed budget: \$48,500

CITY OF ISHPERING
RESOLUTION #11-2024

RESOLUTION TO DESIGNATING AUTHORIZED OFFICIALS
FOR THE DRINKING WATER ASSET MANAGEMENT GRANT

WHEREAS, the City of Ishpeming has received the Michigan Department of Environment, Great Lakes, and Energy (EGLE) Drinking Water Asset Management Grant (DWAM);

WHEREAS, the Michigan Department of Environment, Great Lakes, and Energy DWAM grant is for work related to the City of Ishpeming's Distribution System Materials Inventory (DSMI) and drinking water Asset Management Plan (AMP).

NOW THEREFORE BE IT RESOLVED,

1. The person authorized to sign the grant agreement, all attachments, all amendments, and all further documentation including all payment requests and reporting documents that may be requested or required by EGLE in connection with the grant, is Grant Getschow, Interim City Manager.

Ayes: _____

Nays: _____

I hereby certify that the above RESOLUTION was adopted at a regular meeting of the Ishpeming City Council on July 10, 2024, by the number of votes required for adoption of a resolution under the Ishpeming City Charter.

Cathy Smith
Ishpeming City Clerk

10(92)

**AMERICAN RAMP COMPANY
SOURCEWELL DESIGN-BUILD AGREEMENT**

THIS AGREEMENT is dated this 11th day of June, 2024, by and between the City of Ishpeming (hereinafter called "**OWNER**"), whose principal office is located at _____, and American Ramp Company (hereinafter called "**CONTRACTOR**"), whose principal office is located at 601 S. McKinley Avenue, Joplin, Missouri 64801.

PROJECT NAME:
LOCATION:

WITNESSETH:

For value received, CONTRACTOR and OWNER agree as follows:

**ARTICLE 1
DESCRIPTION OF WORK**

1.1 The CONTRACTOR hereby covenants and agrees with the OWNER that he will well and faithfully construct the project in accordance with each and every one of the conditions, covenants, stipulations, terms and provisions contained in the specifications, drawings, and general conditions relating to the project, and will well and faithfully comply with and perform each and every obligation imposed upon him by said documents.

1.2 **DESIGN and CONSTRUCTION:** CONTRACTOR agrees to the Scope of Work for completing project as determined by conceptual design, attached hereto as Exhibit A. All Exhibits referenced below are hereby incorporated and deemed a part of this Agreement.

Exhibit A – Scope of Work
Exhibit B – Sourcewell Contract #112420-ARC

**ARTICLE 2
CONTRACT AMOUNT**

2.1 OWNER agrees to pay CONTRACTOR the sum of **TWO HUNDRED NINETY-TWO THOUSAND SIX HUNDRED DOLLARS AND 00/100 (\$292,600.00)** plus any applicable taxes, subject to additions and deductions for changes as may be agreed upon in writing.

2.2 All portions of this contract will be billed in progress billings to be submitted to the OWNER by the CONTRACTOR based on the milestones outlined below. All payments are due in full within 30 days of receipt of invoice from the CONTRACTOR.

25% Upon Signing
25% Upon Completion of Design
25% Upon Mobilization
25% Upon Completion / Sign Off

2.3 Execution of any Attachments and/or Add Alternates will be bound by all terms and conditions of this Agreement. If any changes are determined necessary, CONTRACTOR will issue a change request to the OWNER for approval prior to performing work.

2.4 "Completion of the Project" shall be deemed the earlier of 1.) the date OWNER executes CONTRACTOR's punch-list/sign-off sheet or 2.) the date the OWNER opens the Project to the public for permanent use.

2.5 All pricing of the elements is to be in line with CONTRACTOR's Sourcewell Contract #112420-ARC, attached hereto as Exhibit B.

ARTICLE 3 INSURANCE AND INDEMNITY

3.1 CONTRACTOR shall maintain the minimum insurance and coverage throughout this term. Insurance and coverage are to be in line with CONTRACTOR's Sourcewell Contract #112420-ARC, attached hereto as Exhibit B.

3.2 CONTRACTOR agrees to indemnify and hold harmless OWNER from any and all claims, loss, or expense of every kind whatsoever which may arise from CONTRACTOR's negligent acts or omissions or breach of its obligations hereunder. OWNER agrees to indemnify and hold harmless CONTRACTOR from any and all claims, loss, or expense of every kind whatsoever which may arise from OWNER's negligent acts or omissions or breach of its obligations hereunder.

ARTICLE 4 CONTRACTOR AND OWNER RESPONSIBILITIES

4.1 No variation of this Agreement will be recognized unless such change has been approved in writing.

4.2 CONTRACTOR may assign or transfer this Agreement or any part thereof or amounts due or to become due hereunder with the written consent of OWNER, which shall not be unreasonably withheld. OWNER understands that CONTRACTOR may subcontract the installation portion of this Agreement using independent Subcontractors without the consent of OWNER.

4.3 CONTRACTOR will in no way be liable for delays in the completion of the Project which are reasonably beyond the control of CONTRACTOR, including but not limited to: Acts of God, labor strikes, shortage of materials, shipping delays or actions attributable to the OWNER.

4.4 After the final inspection and completion of the Project, all repair/replacement issues regarding the Project and the materials shall be determined under the terms set forth in CONTRACTOR's standard warranty.

4.5 During construction the entire job site is considered hazardous. Before, during and after construction, OWNER is responsible for securing the job site. OWNER is responsible for

barricading the premises and warning persons of the dangers at the jobsite. Under no circumstances may the skatepark be skated or ridden until final completion of the Project. CONTRACTOR will not be held liable for and OWNER shall hold CONTRACTOR harmless from any accidents that occur because features were used before the Project was complete unless accidents are caused by negligence of the CONTRACTOR.

4.6 Both during construction and after completion, CONTRACTOR shall not be held liable for damages beyond its control including but not limited to: noise generated from the Project, before and after final completion, not including construction related noise, location choice, graffiti, injuries, additional expenses incurred by Purchaser, zoning issues, etc.

4.7 Building permits and other local licenses that are required for the Project are the sole responsibility of the OWNER. If CONTRACTOR is required to purchase these licenses, such costs will be billed to the OWNER and added to the contract price hereunder.

4.8 All materials and workmanship are to conform to the contract drawings, details and specifications.

ARTICLE 5 MISCELLANEOUS

5.1 The persons signing this Agreement warrant that they are duly authorized to sign on behalf of their respective parties and to bind their respective parties hereto. This Agreement shall inure to the benefit of and be binding upon the undersigned parties and their respective heirs, executors, legal representatives, successors, and assigns. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

5.2 The parties shall endeavor to resolve their Claims by mediation. Request for out-of-court mediation shall be filed, in writing, with the other party to the Contract. In the event that either party files a Claim to a Court, such claim shall be subject to mediation under the Michigan Court procedures known as "case evaluation" or "facilitative mediation" before said claim is set for trial.

5.3 Claims, disputes, or other matters in question between the parties arising out of or relating to this Contract and which cannot be resolved by mediation, as provided in above paragraph, shall be governed by Michigan law, and shall be determined exclusively in the Courts of Marquette County without regard to its conflicts of law provisions.

5.4 This Agreement constitutes the entire Agreement between the parties pertaining to its subject matter, and it supersedes all prior contemporaneous Agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year recorded below.

The City of Ishpeming

Owner

Authorized Signature

Name Print / Title

Date

American Ramp Company

Contractor

Authorized Signature

John Hunter, CEO

Name Print / Title

Date

SCOPE OF WORK

TASK 1.0 – DESIGN DEVELOPMENT

1.1 Design Kickoff Meeting (WEBINAR)

- Meeting with City staff/project team to review/discuss design development, project budget, schedule, etc.

1.2 Site Review (WEBINAR)

- Review location of skatepark for opportunities and constraints.
- Discuss potential locations for entry, spectator viewing, and drainage flow.

1.3 Create Conceptual Design and Review (WEBINAR)

- ARC team to present conceptual design to City staff/project team.
- Review/discuss design development, project budget, schedule, etc.

1.4 Design Revisions

- Revise concept design based on initial feedback from City staff/project team (up to 1 revision included).
- Verify the design is responsive to the site and budget.

1.5 Final Design/Deliverables Review (WEBINAR)

- ARC team to present final concept design to City staff/project team.
- Provide cost estimate for construction of approved skatepark design.

1.6 Construction Documents

- Detailed documents to build concrete skatepark to plan.
- Lighting plan for skatepark only.

Task 1.0 Deliverables

- Custom design based on site review and client feedback.
- 2D Overhead and 3D Rendering.
- Cost Estimate.
- Construction Documents

TASK 2.0 – CONSTRUCTION PHASE

2.1 Customer Provides*:

- Geotechnical Report – If a current geo-technical report is available, it shall be the responsibility of the Client to provide ARC with the report (if applicable) prepared specifically for the project site. Should an existing report be available it shall be a maximum of 1 year old. If the report is over 1 year old, the original firm preparing the report shall issue a letter testifying that the report is still valid and no corrections or

updates need to be prepared for the report. The letter shall be dated within 30 days of ARC's receipt of the Geotechnical report. The report shall be completed and sealed by a Geotechnical Engineer registered in the state where the project site is located. At a minimum the report is to include the following; vicinity map of the project limits, plot plan/aerial showing location of borings, detailed description of the findings and recommendations, a detailed report of the laboratory tests performed, and an executive summary stating general findings and recommendations.

- Survey and Mapping – The Client shall provide ARC with a current survey locating all above and belowground utilities, appurtenances, structures, and easements. *The survey shall be in digital format that can easily be used with AutoCAD software.
- Sufficient water and electrical power within 100 feet of work areas.
- Unobstructed, safe, and continuous access to work area with heavy equipment and all-weather roads for heavy equipment.
- All necessary site information including topography, site surveying, and elevations.

2.2 Includes*:

- All labor, supplies, tools, materials, and equipment required per scope of work.
- Earthmoving techniques.
- Site staking and layout.
- Cutting and shaping grades within skatepark footprint.
- Installation of rebar.
- Install and finish shotcrete.
- Concrete flatwork.
- Concrete ledges, steps, and turndown walls.
- Expansion joints, saw cuts, and cold joints.
- Pipe coping edgings/rails.
- Park sealing.
- Fine grading.

2.3 Excludes*:

- Permitting.
- Demolition of existing facilities.
- Fencing of any kind.
- Site testing and inspections: standard proctor/density testing, onsite concrete cylinders, engineering, surveying, or testing services.
- Utility, mechanical, electrical, plumbing work, relocation, or repairs of any kind.
- Any landscaping.
- Toxic or hazardous material handling or removal.
- Dewatering, silt fence, soil stabilization, erosion control, street cleaning, and traffic control.
- Any work not specifically indicated above.

Task 2.0 Deliverables:

- Fully constructed concrete skatepark.



10(r.)
AT&T Michigan Angela
Wesson
METRO Act Administrator
54 N. Mill Street
Mailbox #30
Pontiac, MI 48342

April 30th, 2024

Ishpeming City
100 East Division St
Ishpeming, MI 49849

METRO ACT RIGHT OF WAY PERMIT EXTENSION

Dear Ishpeming City,

This is a letter agreement which extends the existing METRO Act Permit issued by the Ishpeming City/Marquette County to Michigan Bell Telephone Company d/b/a AT&T Michigan ("AT&T") which expires on October 31, 2024. The extension is for a term to end on October 31, 2029.

If this is agreeable, please sign both copies of the extension letter agreement in the place provided below and return to AT&T Michigan at the address on this letterhead. Upon receipt AT&T will acknowledge and return one copy for your files.

Additional information regarding this renewal request may be found at <http://www.michigan.gov/mpsc>. Please click on Regulatory Information, Telecommunications, and METRO Act/Right of Way.

We would appreciate return of the signed copies within 30 days of receiving this request. Your cooperation is appreciated.

If you have any questions feel free to contact Ms. Angela Wesson via e-mail, AD3245@att.com or 248-877-9518.

Agreed to by and on behalf of the
Ishpeming City

By: _____
Signature

Its: _____

Date: _____

**Michigan Bell Telephone Company d/b/a
AT&T** acknowledges receipt of this.
Permit Extension granted by the municipality.

By: _____
Angela Wesson

Its: METRO Act Administrator

Date: _____