

**ISHPEMING CITY COUNCIL**  
**Wednesday, August 7, 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 (July 10<sup>th</sup>, July 31<sup>st</sup>)
  - b. Approval of Disbursements
  - c. Declare 254 Library Books as surplus
  - d. Confirm Manager appointment of Krystan Beaumont to four-year term on the DDA: Term Exp 7/2028
  - e. Confirm Manager appointment of Kelly Milano to four-year term on the DDA: Term Exp 7/2028
- 7. Monthly Reports from Departments**
  - a. Financial Statement Report
- 8. Public Hearings** – There are none.
- 9. Unfinished Business**
  - a. Discuss curb at 801 N. First Street
  - b. Discuss driveway issue at 801 N. Maple Street (Empire Street Construction Project)
  - c. Discuss Fire Tower
- 10. New Business**
  - a. Appointment of new member to the CUPPAD Regional Commission to fill remaining term
  - b. Mayor Appointment of Council Representatives to vacancies on the Planning Commission and Parks and Recreation Commission
  - c. Special Event Applications
    - i. Marquette Marathon: August 31, 2024
    - ii. UPCROSS Bike Race: October 26-27, 2024
    - iii. Monarch Butterfly Music Festival: September 7, 2024
  - d. CWSRF Pay Request Resolutions
    - i. Amendment to Resolution #6-2024, CWSRF Pay Request #1
    - ii. Amendment to Resolution #12- 2024, CWSRF Pay Request #2
    - iii. Resolution #13- 2024, CWSRF Pay Request #3
  - e. Authorization to apply for a Rural Development Grant in conjunction with Partridge Creek Compost
  - f. Renewal of Service Support Agreement with Partridge Creek Farms
  - g. 2024 Second Quarter Budget Amendments
  - h. Discuss Capital Improvement Plan
    - i. DPW Vehicle Purchase
  - i. Quote for roof repairs at the Carnegie Public Library
  - j. Estimate from Code Electric for replacement of (3) Street Lights
  - k. Recommendations from Parks and Recreation Commission
    - i. Begin repair/removal of playground equipment per the MMRMA Risk Assessment
    - ii. Location of used playground equipment
  - l. Confirm Memorandum of Understanding with FEMA-Building Resilient Infrastructure and Communities (BRIC) Program
  - m. First Reading of Amendment to Ordinance 6-400, Placement of Snow and Ice on Fire Hydrants, Streets, Alleys, and Sidewalk
    - i. Rescind Ordinance 6-401, Impose Fees and Charges for the removal of Snow and Ice placed upon Fire Hydrants, Streets, Alleys, and Sidewalks
- 11. Public Comment** *(limit 3 minutes per person)*
- 12. Mayor and Council Reports**
- 13. Manager's Report**
- 14. Adjournment**

**Grant Getschow, Interim City Manager**



6(c)



**MEMO**

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

**7/30/2024**

The library has 254 books to be declared surplus. An itemized list of titles is attached.

7(a)

## UNAUDITED BALANCE SHEET EXCERPT FOR THE CITY OF ISHPEMING

Month Ended: June 30, 2024

Please see full listing of funds attached

GL NUMBER - FUND TITLE	BALANCE AS OF 6/30/2024	BALANCE AS OF 5/31/2024	Change From Prior Month
<b>Fund 101 - GENERAL FUND</b>			
Beginning Fund Balance - 2023	1,143,599.51	1,143,599.51	
Net of Revenues VS Expenditures - 2023	(218,939.80)	(218,939.80)	\$0.00 2023
*2023 End FB/2024 Beg FB	924,659.71	924,659.71	
Net of Revenues VS Expenditures - Current Year	394,157.55	264,888.75	129,268.80 2024
<b>ENDING FUND BALANCE</b>	<b>1,318,817.26</b>	<b>1,189,548.46</b>	<b>129,268.80</b>

Notable revenues for June 2024 include \$168k in state revenue sharing and \$28k in community stabilization funds. A \$133k cost allocation for fringe benefits had a significantly positive impact on the month over month activity for the general fund. Personnel costs, as always, drive expenditures for the general fund.

<b>Fund 202 - MAJOR STREETS</b>			
Beginning Fund Balance - 2023	693,666.10	693,666.10	
Net of Revenues VS Expenditures - 2023	(1,063.28)	(1,063.28)	\$0.00 2023
*2023 End FB/2024 Beg FB	692,602.82	692,602.82	
Net of Revenues VS Expenditures - Current Year	(15,039.40)	(36,111.73)	21,072.33 2024
<b>ENDING FUND BALANCE</b>	<b>677,563.42</b>	<b>656,491.09</b>	<b>21,072.33</b>

State revenue sharing of a \$54k was received in June for April 2024. Personnel costs, including a \$15k fringe benefit allocation, drive expenditures for June.

<b>Fund 203 - LOCAL STREETS</b>			
Beginning Fund Balance - 2023	901,669.79	901,669.79	
Net of Revenues VS Expenditures - 2023	(227,403.36)	(227,403.36)	\$0.00 2023
*2023 End FB/2024 Beg FB	674,266.43	674,266.43	
Net of Revenues VS Expenditures - Current Year	(109,633.51)	(82,477.70)	(27,155.81) 2024
<b>ENDING FUND BALANCE</b>	<b>564,632.92</b>	<b>591,788.73</b>	<b>(27,155.81)</b>

State revenue sharing of \$23k was received in June for April 2024. Street painting efforts as well as personnel costs, including a fringe benefit allocation of \$12k drive expenditures for the month.

<b>Fund 248 - DDA</b>			
Beginning Fund Balance - 2023	779,444.38	779,444.38	
Net of Revenues VS Expenditures - 2023	54,041.58	54,041.58	\$0.00 2023
*2023 End FB/2024 Beg FB	833,485.96	833,485.96	
Net of Revenues VS Expenditures - Current Year	153,594.97	158,642.95	(5,047.98) 2024
<b>ENDING FUND BALANCE</b>	<b>987,080.93</b>	<b>992,128.91</b>	<b>(5,047.98)</b>

No new revenues for the DDA were received in June. The fund incurred modest personnel costs in June.

<b>Fund 401 - PUBLIC IMPROVEMENT FUND</b>			
Beginning Fund Balance - 2023	547,629.10	547,629.10	
Net of Revenues VS Expenditures - 2023	63,664.29	63,664.29	\$0.00 2023
*2023 End FB/2024 Beg FB	611,293.39	611,293.39	
Net of Revenues VS Expenditures - Current Year	440,384.02	475,865.21	(35,481.19) 2024
<b>ENDING FUND BALANCE</b>	<b>1,051,677.41</b>	<b>1,087,158.60</b>	<b>(35,481.19)</b>

A \$21k deposit on a used playground equipment and a \$14k cemetery GIS payment were booked in June.

<b>Fund 590 - SEWER FUND</b>			
Beginning Fund Balance - 2023	10,108,849.81	10,108,849.81	
Net of Revenues VS Expenditures - 2023	137,843.44	137,843.44	\$0.00 2023
*2023 End FB/2024 Beg FB	10,246,693.25	10,246,693.25	
Net of Revenues VS Expenditures - Current Year	276,034.72	260,928.80	15,105.92 2024
<b>ENDING FUND BALANCE</b>	<b>10,522,727.97</b>	<b>10,507,622.05</b>	<b>15,105.92</b>

Metered sales for the sewer fund came in just over \$115k for June. \$55k in treatment costs were paid. \$22k in fringe benefit costs were allocated to the fund.

<b>Fund 591 - WATER FUND</b>			
Beginning Fund Balance - 2023	9,594,638.54	9,594,638.54	
Net of Revenues VS Expenditures - 2023	811,667.93	811,667.93	\$0.00 2023
*2023 End FB/2024 Beg FB	10,406,306.47	10,406,306.47	
Net of Revenues VS Expenditures - Current Year	(849,859.74)	(491,290.54)	(358,569.20) 2024
<b>ENDING FUND BALANCE</b>	<b>9,556,446.73</b>	<b>9,915,015.93</b>	<b>(358,569.20)</b>

System usage of 16.5 million gallons over the month of May, a 7% increase from April, was paid for in June totaling \$42k. Revenues for the fund came in at just over \$167k. Metered sales made up \$162k of the total revenues. Capital projects, such as the DWSRF and the meter replacement efforts drive YTD expenditures at \$669k and \$705k respectively. The DWSRF costs will see reimbursement from grant and bond proceeds. Fringe benefit costs of \$59k were allocated to the fund in June.

GL NUMBER - FUND TITLE	BALANCE AS OF 6/30/2024	BALANCE AS OF 5/31/2024	Change From Prior Month
<b>Fund 596 - GARBAGE/RECYCLE</b>			
Beginning Fund Balance - 2023	425,847.69	425,847.69	
Net of Revenues VS Expenditures - 2023	94,370.45	94,370.45	\$0.00 2023
*2023 End FB/2024 Beg FB	520,218.14	520,218.14	
Net of Revenues VS Expenditures - Current Year	63,716.45	56,478.48	7,237.97 2024
<b>ENDING FUND BALANCE</b>	<b>583,934.59</b>	<b>576,696.62</b>	<b>7,237.97</b>

The small increase in the garbage fund is due to a favorable billing lag and is expected to flatten out in the following month.

<b>Fund 661 - MOTOR POOL EQUIPMENT FUND</b>			
Beginning Fund Balance - 2023	1,045,607.99	1,045,607.99	
Net of Revenues VS Expenditures - 2023	29,665.83	29,665.83	\$0.00 2023
*2023 End FB/2024 Beg FB	1,075,273.82	1,075,273.82	
Net of Revenues VS Expenditures - Current Year	13,083.86	26,822.43	(13,738.57) 2024
<b>ENDING FUND BALANCE</b>	<b>1,088,357.68</b>	<b>1,102,096.25</b>	<b>(13,738.57)</b>

Rental revenues of \$45k were recorded in June. Fringe benefit costs of \$18k were allocated to the fund in June. Operating supplies of \$10k and \$5k worth of fuel were other major expenditures.

<b>Fund 732 - POLICE &amp; FIRE RETIREMENT</b>			
Beginning Fund Balance - 2023	4,270,170.17	4,270,170.17	
Net of Revenues VS Expenditures - 2023	606,850.83	606,850.83	\$0.00 2023
*2023 End FB/2024 Beg FB	4,877,021.00	4,877,021.00	
Net of Revenues VS Expenditures - Current Year	391,879.41	377,528.44	14,350.97 2024
<b>ENDING FUND BALANCE</b>	<b>5,268,900.41</b>	<b>5,254,549.44</b>	<b>14,350.97</b>

Modest market appreciation of \$42k for the month of June helped keep net activity for the fund pretty flat, keeping pace pension benefits paid out.

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

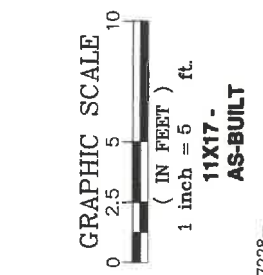
<b>BEGINNING FUND BALANCE</b>	<b>30,861,820.99</b>	
<b>NET OF REVENUES &amp; EXPENDITURES YEAR TO DATE</b>	<b>745,234.47</b>	<b>984,452.66</b>
<b>FUND BALANCE</b>		
	<b>31,620,139.32</b>	<b>31,873,096.08</b>

Current Claim on Pooled Cash	6/30/2024	5/31/2024	Change
Fund 101 - GENERAL FUND	1,353,911.44	1,352,958.13	953.31
Fund 202 - MAJOR STREETS	677,203.03	656,628.85	20,574.18
Fund 203 - LOCAL STREETS	574,035.47	592,575.00	(18,539.53)
Fund 248 - DDA	586,584.78	594,092.64	(7,507.86)
Fund 401 - PUBLIC IMPROVEMENT FUND	1,053,578.02	1,089,924.26	(36,346.24)
Fund 590 - SEWER FUND	2,230,909.59	2,183,174.76	47,734.83
Fund 591 - WATER FUND	1,005,497.08	1,588,348.85	(582,851.77)
Fund 596 - GARBAGE/RECYCLE	455,097.95	426,881.12	28,216.83
Fund 661 - MOTOR POOL EQUIPMENT FUND	294,718.30	379,625.58	(84,907.28)
	<b>\$ 8,231,535.66</b>	<b>\$ 8,864,209.19</b>	<b>\$ (632,673.53)</b>

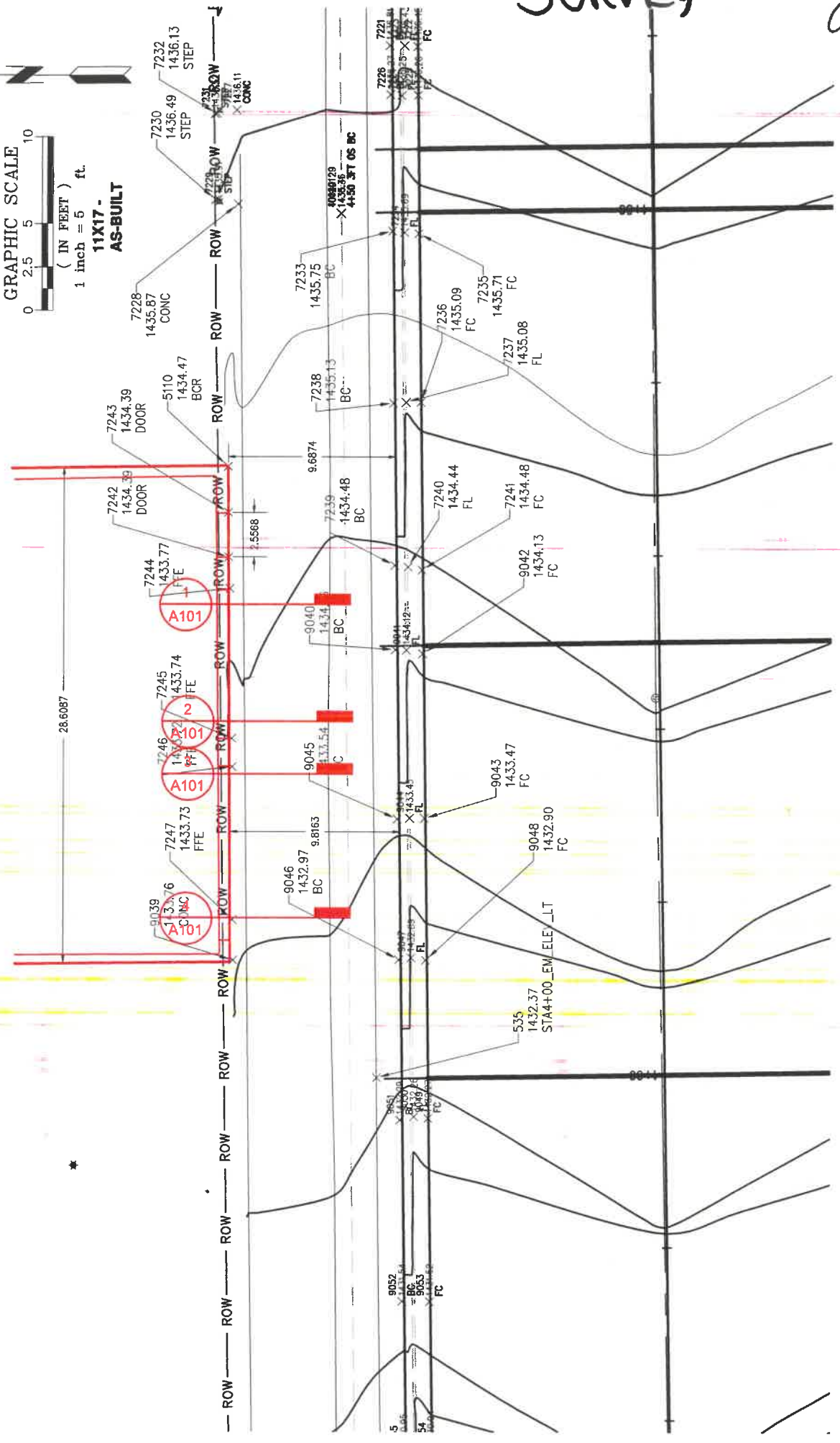
Major factors driving changes in cash balances include the meter replacement project (Water Fund), the DWSRF project (water fund), and fringe benefit allocations.

SURVEY

9(b)



11X17 -  
AS-BUILT





AS BUILT

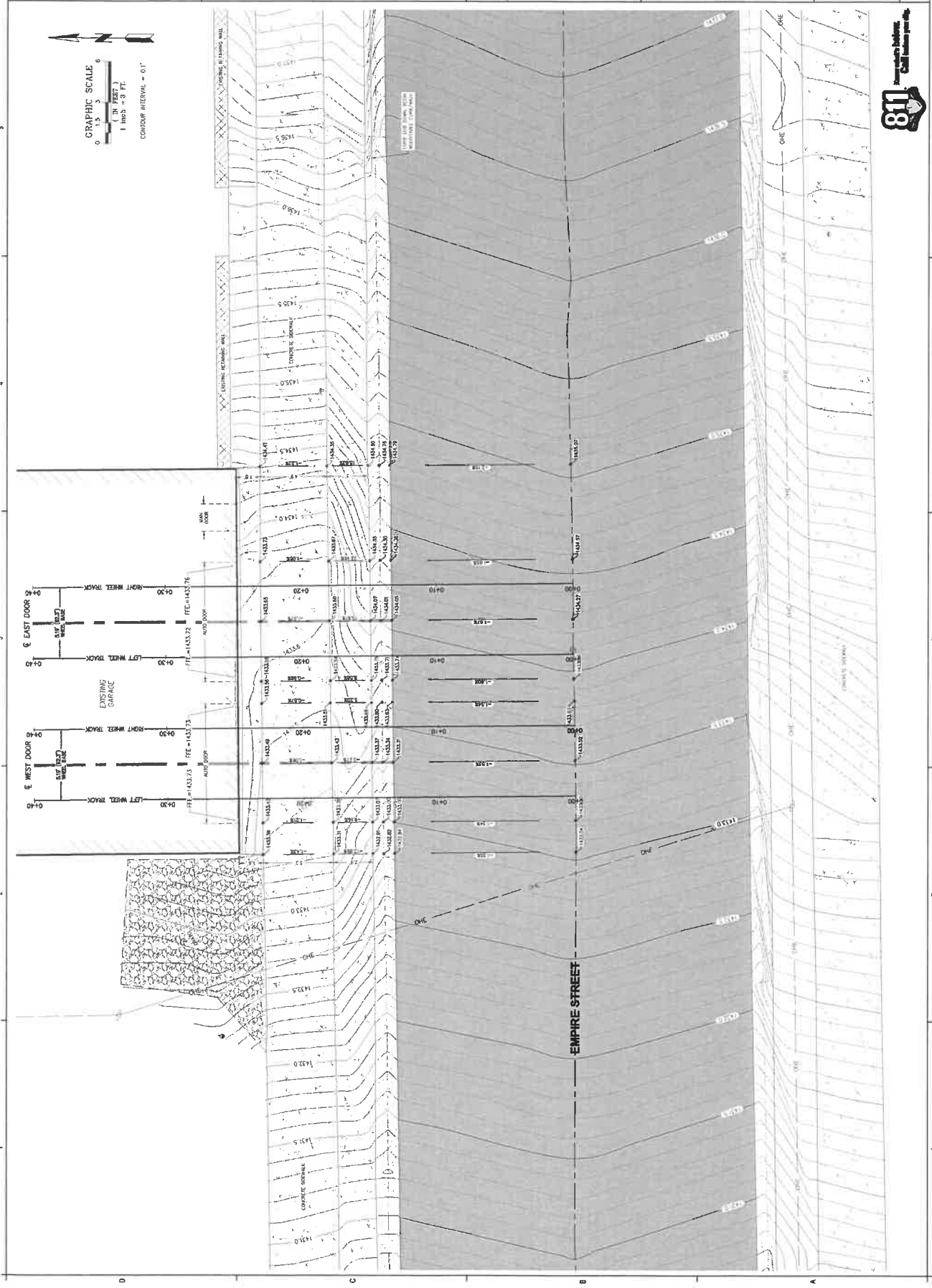
C101

AS-BUILT  
SITE  
PLAN

AS-BUILT CONDITIONS  
CITY OF ISHPEMING  
PROJECT NO. 119-01257  
DESIGNED BY: LJM  
CHECKED BY: LJM  
APPROVED: LJM

ISSUED FOR:  
DATE:

EMPIRE STREET  
AS-BUILT CONDITIONS  
CITY OF ISHPEMING  
ISHPEMING, MI



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**EMPIRE STREET**  
AS-BUILT CONDITIONS  
CITY OF ISHPEMING, MI

DESIGNED BY: JLV  
CHECKED BY: JLV  
APPROVED: JLV

PROJECT NO: 119-01257  
CITY OF ISHPEMING

ISSUED FOR: \_\_\_\_\_  
DATE: \_\_\_\_\_

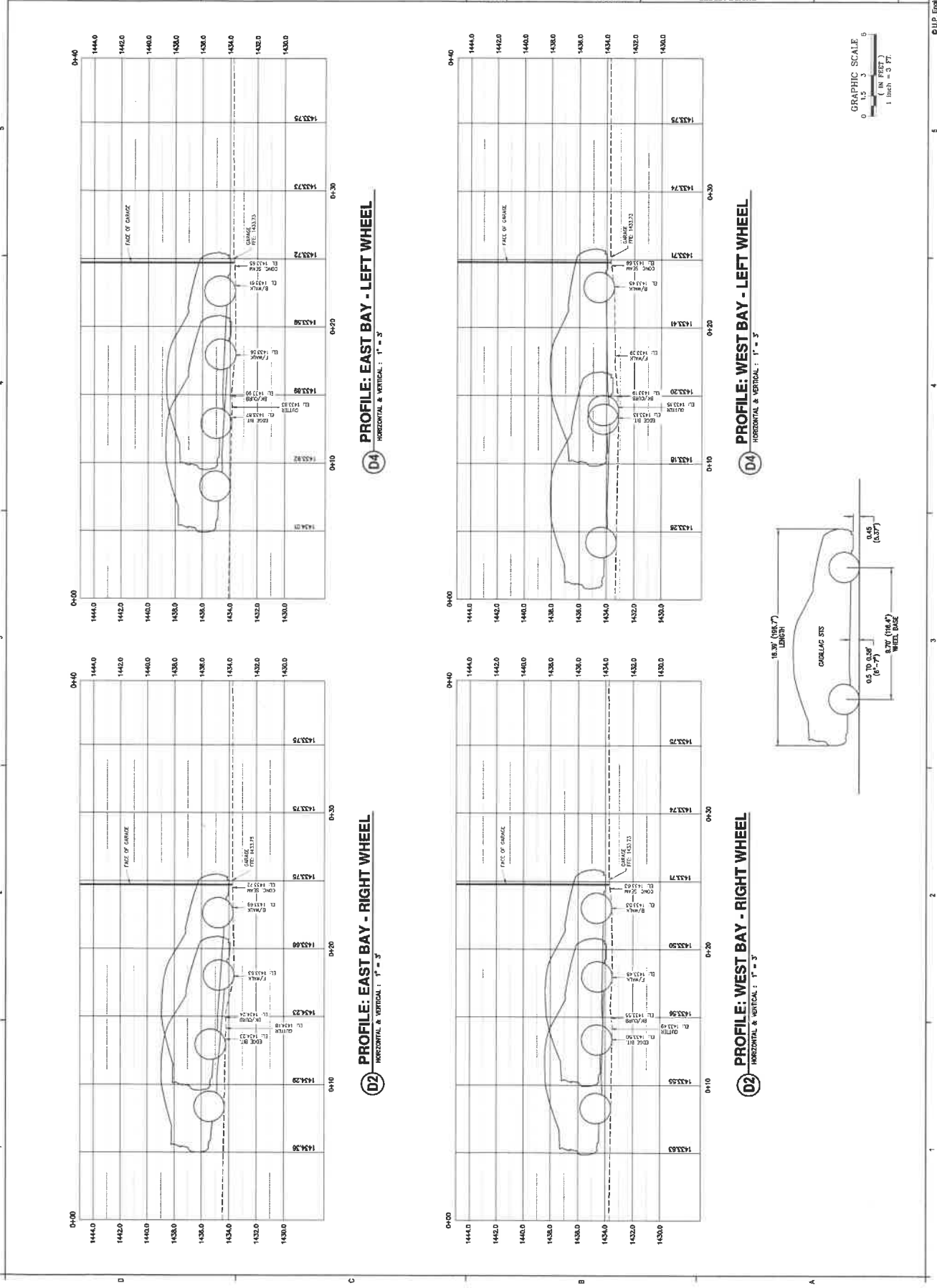
**PROFILE VIEWS**

**C401**

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PROPOSED

C101

ASBUILT &  
DEMOLITION  
SITE PLAN

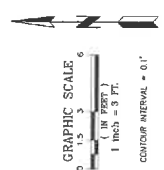
PROJECT NO. 15-01257  
CITY OF ISHPEMING  
ASBUILT CONDITIONS

DESIGNED BY: JLV  
CHECKED BY: JLV  
APPROVED BY: JLV

EMPIRE STREET  
CITY OF ISHPEMING  
ASBUILT CONDITIONS

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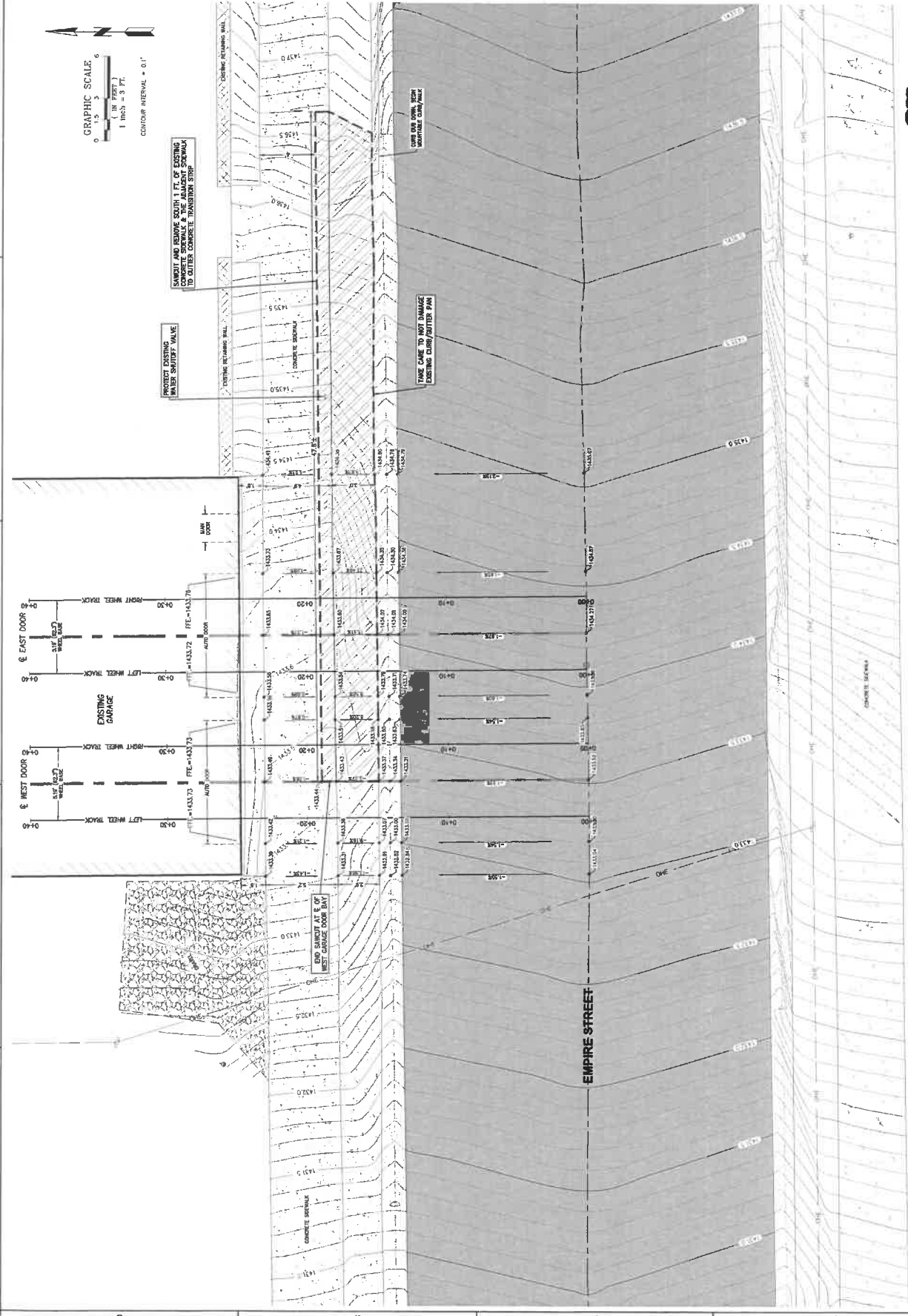


REMOVE AND REPAIR 1 FT. OF EXISTING  
CONCRETE TO OTHER CONCRETE TRANSITION STOP

PROTECT EXISTING  
WATER SHUT OFF VALVE

TAKE CARE TO NOT DAMAGE  
EXISTING CURB/UTTER PAV

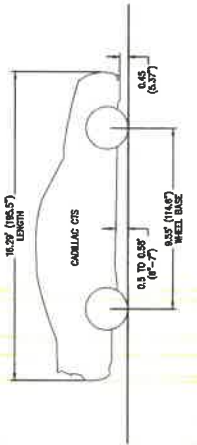
REMOVE AND REPAIR 1 FT. OF EXISTING  
CONCRETE TO OTHER CONCRETE TRANSITION STOP



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GRAPHIC SCALE  
( IN FEET )  
1 inch = 3 FT.

10(d)(i)

**Revised  
RESOLUTION #6-2024  
CITY OF ISHPEMING  
CWSRF GRANT AND LOAN PROGRAM  
REIMBURSEMENT & PAYMENT APPROVAL #1**

WHEREAS, The City of Ishpeming is the applicant for the EGLE CWSRF Grant and Loan Program consisting of a \$8,025,000 loan and \$8,025,000 grant for the City of Ishpeming CWSRF Sewer Improvements Project, and

WHEREAS, The City of Ishpeming is the agency that will receive and disburse these funds, and

WHEREAS, invoices or appropriate documentation of delivery of services or goods have been received, reviewed and approved,

THEREFORE, The City of Ishpeming hereby approves for reimbursement and payment the following amounts which are to be paid as cash is available:

• UPEA Invoice – May 8, 2024	\$ 73,356.80
• City Reimbursements – Paid invoices for UPEA Miller Canfield, and PFM	\$ 692,191.15 <del>\$668,505.20</del>
• Payne and Dolan, Inc. Pay Request #1	\$1,038,386.88
TOTAL	\$1,803,934.83 <del>\$1,780,248.88</del>

Motion by \_\_\_\_\_ supported by \_\_\_\_\_  
to approve Resolution for reimbursement and payment of funds for the City of Ishpeming CWSRF Sewer Improvements Project.

Roll Call Vote:

Ayes: \_\_\_\_\_

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

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Cathy Smith  
Clerk

\_\_\_\_\_  
Date

10(d)(ii)

**Revised  
RESOLUTION #12-2024  
CITY OF ISHPEMING  
CWSRF GRANT AND LOAN PROGRAM  
REIMBURSEMENT & PAYMENT APPROVAL #2**

WHEREAS, The City of Ishpeming is the applicant for the EGLE CWSRF Grant and Loan Program consisting of a \$8,025,000 loan and \$8,025,000 grant for the City of Ishpeming CWSRF Sewer Improvements Project, and

WHEREAS, The City of Ishpeming is the agency that will receive and disburse these funds, and

WHEREAS, invoices or appropriate documentation of delivery of services or goods have been received, reviewed and approved,

THEREFORE, The City of Ishpeming hereby approves for reimbursement and payment the following amounts which are to be paid as cash is available:

• UPEA Invoice – June 11	\$ 127,000.00	\$121,000.00
• Payne and Dolan, Inc. Pay Request #2	\$1,439,690.85	
Total	\$1,566,690.85	\$1,439,690.85

Motion by \_\_\_\_\_ supported by \_\_\_\_\_  
to approve Resolution for reimbursement and payment of funds for the City of Ishpeming CWSRF Sewer Improvements Project.

Roll Call Vote: Ayes: \_\_\_\_\_

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

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

Adopted this 7 day of August, 2024.

\_\_\_\_\_  
Cathy Smith  
Clerk

\_\_\_\_\_  
Date

10(f)

AGREEMENT BETWEEN  
THE PARTRIDGE CREEK FARM  
AND  
THE CITY OF ISHPEMING

AGREEMENT NUMBER 2020-0003

This is an Agreement between the City of Ishpeming and the Partridge Creek Farm.

1. Partridge Creek Farm (PCF) states their mission as an educational farm located in Downtown Ishpeming that is dedicated to improving local access to fresh produce, building a healthy community, and promoting education on sustainable food systems. PCF supports the City in creating sustainable living education, inspirational gardens, and area beautification while focusing on educating our young residents.
2. In the course of these endeavors, PCF uses water during the warmer months, a portion of which is used for watering plants or other uses which do not result in waste water entering the sanitary sewer system, and which would qualify for "separate meter" billing under City of Ishpeming Ordinance 12-500 if PCF had another water meter installed at the site.
3. The City will waive the monthly minimum water rate charge for the months of November through March, and will also waive the monthly sewer charges for all months, for water as described in the above Paragraph 2., provided that:
  - a. PCF will seek to utilize alternative and self-sustaining watering systems, such as rain capture systems and holding tanks where possible;
  - b. PCF will ensure that the water meter is properly installed and used for all water provided by the City; and
  - c. PCF refrains from using City water for the months November – March.
4. The Partridge Creek Farm will:
  - a. Continue to provide programs within the City, including youth programs and community gardens; and
  - b. Work with the City and other groups to seek grant funds and opportunities which could enhance city properties for public use.
5. The Parties may contact each other in regard to this contract as follows:
  - a. For the City of Ishpeming —

City Manager (906) 485-1091

City Clerk (906) 485-1091

City of Ishpeming  
100 E. Division Street  
Ishpeming, Michigan 49849

**b. For the Partridge Creek Farm:**

Farm Director, (906) 361-6628  
info@partridgecreekfarm.org

Mail to: PO BOX 4  
Ishpeming, MI 49849

<https://www.partridgecreekfarm.org/events/>

Physical Location:  
112 S. Main Street  
Ishpeming, Michigan 49849

**6. TERMINATION OF AGREEMENT:** This Agreement may be terminated by either Party by giving at least \_\_\_\_\_ days' written notice to the other Party or at any time upon the mutual written consent of the Parties.

**7. TRANSFERABILITY:** This Agreement is not transferable except with the written consent of both Parties.

**8. ENTIRE AGREEMENT:** It is expressly understood and agreed that this Agreement embodies the entire agreement between the Parties.

**9. EFFECTIVE DATE:** This Agreement takes effect beginning on the day after the last Party signs.

**10. EXPIRATION DATE:** This Agreement expires Three (3) Years from the day the last Party signs.

**AGREED:**

For the City of Ishpeming:

For Partridge Creek Farm

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



10(g)

FUND	DEPT NUMBER	DEPT DESCRIPTION	BUDGET	YTD ACTIVITY	AVAILABLE	% Used	PROPOSED BUDGET	APPROPRIATIONS/(REVENUE)	CHANGE IN
FUND 101 - GENERAL FUND	101	CITY COUNCIL	17,233.00	15,547.45	1,685.55	90.22	33,000.00	15,767.00	
Channel 189 Installation charges and resulting monthly utilities have increased YTD expenditures from expected. As we discussed in Q1 that a budget amendment would likely be needed I am requesting an increase in the City Council budget of \$15.8k to cover the projected expenditures for the rest of the year.									
FUND 101 - GENERAL FUND	247	BOARD OF REVIEW	2,133.00	2,265.61	(132.51)	106.22	4,600.00	2,467.00	
The board of review has incurred higher than expected printing costs. My initial salary projections were a bit low as well. I am requesting a \$2.5k increase to get us through the year.									
FUND 101 - GENERAL FUND	265	CITY HALL & GROUNDS	47,815.00	17,660.25	11,493.93	75.96	59,815.00	12,000.00	
\$8k of the YTD activity is the new employee door, this represents 16% of the total budget. In addition \$4k in elevator repairs were incurred earlier in 2024. We have monitored this department from Q1 into Q2 and I am now requesting a budget increase of \$12k to cover the additional costs associated with the two repairs.									
FUND 101 - GENERAL FUND	444	ALLEYS & SIDEWALKS	84,165.00	74,212.89	9,452.11	88.77	99,165.00	15,000.00	
Although the majority of the expenditures for Alleys & Sidewalks take place in the winter months, I am not confident \$9k is enough to get us through the year. A \$15k addition to the budget will likely represent a more reasonable target for the fund. It is important to remember that snow removal efforts can vary drastically depending on the weather. The original budget was for \$116k and had been lowered to \$64k in the Q1 amendments to make up for other departments. Based on YTD activity as of June the change was likely too drastic of a decrease.									
FUND 101 - GENERAL FUND	446	STORM SEWER	0.00	4,009.14	(4,009.14)	N/A	15,000.00	15,000.00	
The storm sewer department did not exist until Q2 of 2024. The department was created (in the general ledger as a cost center) because storm sewer charges were being allocated to the sanitary sewer fund. Similar to how alley and sidewalk expenses are not permissible in the street funds, storm sewer charges need to be kept separate from the sanitary sewer. The YTD activity in the department stems from the overtime related to the Second St sink hole.									
FUND 101 - GENERAL FUND	448	STREET LIGHTING	181,066.00	35,101.00	145,964.46	19.39	100,066.00	(81,000.00)	
The City pays to power 536 street lamps in the City. In 2023 the rate we were being charged by UPPCO was \$18/lamp every month. For 2024 the rate has dropped to \$7/lamp. I was able to confirm with UPPCO that the decrease results from the most recent rate study performed and although it may change again in the future the \$7/lamp represents the most up-to-date cost figure we have for estimates. YTD activity for the department stands at \$93k, therefore a decrease of \$81k presents a boost to the general fund budget while still leaving a \$30k buffer over projection in case of any major repairs or incidents.									
FUND 101 - GENERAL FUND	701	PLANNING COMMISSION	1,500.00	1,672.50	(172.50)	111.50	3,500.00	2,000.00	
Mining Journal affidavits are the bulk of the expenditures YTD. I am proposing a \$2k increase to budget.									
Total Proposed Increase (Decrease) to General Fund Appropriations									(18,766.00)

Fund	Department Number	Department Description	Budget	YTD Activity	Remaining	% Used	PROPOSED BUDGET	CHANGE IN APPROPRIATIONS/(REVENUE)
Fund 202 - MAJOR STREETS	REVENUE	MI GRANT - SNOW FUND	(80,000.00)	(99,965.53)	19,965.53	124.96	(99,000.00)	(19,000.00)
Fund 202 - MAJOR STREETS	REVENUE	MI GRANT - M-28	(38,256.00)	(37,569.04)	(686.96)	98.20	(48,000.00)	(9,744.00)
Fund 202 - MAJOR STREETS	497	M28 WINTER MAINTENANCE	26,194.00	22,936.13	3,257.87	87.56	40,000.00	13,806.00
Fund 202 - MAJOR STREETS	499	M28 FIELD SUPERVISION	2,000.00	1,577.76	422.24	78.89	4,000.00	2,000.00
Snow funding as well as revenue for M-28 are above revenue projections, I am proposing an increase in the appropriations for the related expenditures.							\$	(12,938.00)
Fund 203 - LOCAL STREETS	REVENUE	MI GRANT - SNOW FUND	(50,000.00)	(69,424.72)	19,424.72	138.85	(69,000.00)	(19,000.00)
Fund 203 - LOCAL STREETS	473	TRAFFIC SERVICES	34,605.00	37,563.50	(2,958.50)	108.55	53,000.00	18,395.00
Snow funding revenues are above projections which will help cover the increase in traffic services brought on by street painting efforts.								(605.00)
Fund 401 - PUBLIC IMPROVEMENT FUND	704	NEIGHBORHOOD IMPROVEMENT	15,000.00	21,000.00	(6,000.00)	140.00	115,000.00	100,000.00
Fund 401 - PUBLIC IMPROVEMENT FUND	265	CITY HALL & GROUNDS	300,000.00	0.00	300,000.00	0.00	200,000.00	(100,000.00)
With council action to purchase used playground equipment a \$21k down payment was sent out. The project has expected completion costs of \$100k which I am proposing we pull from the city hall parking lot renovation.							\$	-
Fund 410 - PARTIDGE CREEK COMPOST	264	CONTRACTUAL SERVICES	6,000.00	6,600.00	(600.00)	110.00	6,600.00	600.00
The original budget passed for the compost project had this line at \$6,600.00 however I entered it in error at \$6,000.00. The PCC fund has all expenditures fully reimbursed by the USDA. We are just a pass-through.								
Fund 591 - WATER FUND	REVENUE	DWSRF GRANT REVENUE	0.00	0.00	0.00	N/A	(1,200,000.00)	(1,200,000.00)
Fund 591 - WATER FUND	560	DWSRF	0.00	671,502.96	0.00	N/A	1,200,000.00	1,200,000.00
Fund 591 - WATER FUND	590	METER REPLACEMENT PROJECT	370,000.00	705,261.92	(335,261.92)	190.61	850,000.00	480,000.00
These budget amendments are related to capital projects. They will eventually be removed from the Revenues and Expenditures report and capitalized on the balance sheet as assets. However, for the sake of tracking spending and transparency I am proposing amendments for the time being. The DWSRF project was not yet materialized during the 2024 budget season so as we have started picking up significant expenditures related to the project in Q2 we need to create appropriations and budget for the expected grant revenue which will cover them. Concerning the meter replacement project, we have been discussing that the replacement is nearing completion well ahead of schedule. The project was slated for 2024 and 2025 but being completed a year early we will need to amend the budget to reflect the speed at which the work was done.							\$	480,000.00
Fund 661 - MOTOR POOL FUND	550	CAP. IMPV / DEPRECIATION	5,900.00	11,405.08	(5,505.08)	193.31	22,000.00	16,100.00

In early 2023 (before I was hired) there were several lease payments coded to the wrong accounts. When I went through the budget process I didn't have accurate historical data because of those errors. The issues have been corrected for 2023 in preparation and throughout the process of our audit. However for 2024 the correct amount needs to be appropriated.

10(h)

New Capital Improvements Proposed for 2024

Fund	Improvement/purchase	Amount	Notes
Public Improvement	Handicap Ramp replacement	200,000.00	Replace ramp with an enclosed lift
Public Improvement	Parking lot and alley	100,000.00	Replace the parking lot and alley behind City Hall
Public Improvement	GIS System	32,000.00	2024 phase of cemetery GIS
Public Improvement	2 new columbarium's	60,000.00	A need driven by the growing demand for columbarium's over graves
Public Improvement	Roof for lodge	110,000.00	A carryover project originally earmarked in 2023
Public Improvement	ADA Compliant Bathroom	50,000.00	Ensuring everyone has access to our parks
Public Improvement	Breakroom remodel	12,000.00	The police breakroom is dated and non-functional
Public Improvement	Provide additional road funding	285,000.00	Repair problem sections of local roadways
Water	Manhole Covers	50,000.00	Repair low manhole covers on Third St
Water	New Meters	370,000.00	Radio meter installations, supplies and contracted services
Motor Pool	New Truck	40,000.00	Replacing aging DPW vehicle
Motor Pool	New Sidewalk Plow	245,000.00	The current plow often gets stuck and is too wide for downtown sidewalks
Public Improvement	S 3rd St. Neighborhood Stormwater	15,000.00	Council action March 6th
		\$ 1,569,000.00	

Executed in 2024

Motor Pool	Backhoe	160,000.00	Smaller sized backhoe for the cemetery
Public Improvement	Playground Equipment	100,000.00	Purchased used in Q2 of 2024
Motor Pool	Trackless	49,000.00	"sidewalk plow"
Public Improvement	Cemetery GIS	14,000.00	\$14k of \$46k budgeted, \$32k Remaining
Public Improvement	Police Breakroom remodel	6,700.00	\$6.7k of \$12k executed
Water	Meter Replacement Project	705,000.00	YTD total, still ongoing
		\$ 1,034,700.00	

Discussion for 2025

Public Improvement	New Police Cruiser	75,000.00	
Motor Pool	DPW truck replacements	150,000.00	
Public Improvement	Storm sewer improvements	335,000.00	Roll over Third St. repair moneys to 2025 to replace storm sewers during DWSRF efforts
Public Improvement	Neighborhood Improvement	75,000.00	Blight clean-up funding

## City of Ishpeming

### Capital Improvement Program 2024-2026

Fund	Year 1: 2024	Year 2: 2025	Year 3: 2026	Year 4: 2027	Year 5: 2028	Year 6: 2029
Public Improvement Fund	738,000.00	429,750.00	543,000.00	556,000.00	573,000.00	591,000.00
Sewer Fund	11,398,000.00	4,000,000.00				
Water Fund	420,000.00	700,000.00	14,450,000.00	4,810,200.00		
Motor Pool Fund	285,000.00	150,000.00	150,000.00	150,000.00	150,000.00	150,000.00
Major Streets	300,000.00	481,250.00				
	\$ 13,141,000.00	\$ 5,761,000.00	\$ 15,143,000.00	\$ 5,516,200.00	\$ 723,000.00	\$ 741,000.00

## City of Ishpeming

### Capital Improvement Funding Sources

Source of Funds	Year 1: 2024	Year 2: 2025	Year 3: 2026	Year 4: 2027	Year 5: 2028	Year 6: 2029
Public Improvement Tax Revenues	1,038,000.00	526,000.00	543,000.00	556,000.00	573,000.00	591,000.00
Metered Water Sales	420,000.00					
Vehicle and Equipment Rental Revenue	285,000.00	150,000.00	150,000.00	150,000.00	150,000.00	150,000.00
CWSRF Grant	8,025,000.00					
DWSRF Grant		650,000.00	9,896,800.00			
CWSRF Bond	3,373,000.00	4,000,000.00				
DWSRF Bond		50,000.00	4,553,200.00	4,810,200.00		
MDOT Small Urban Grant		385,000.00				
	\$ 13,141,000.00	\$ 5,761,000.00	\$ 15,143,000.00	\$ 5,516,200.00	\$ 723,000.00	\$ 741,000.00

<b>Year 1 - 2024</b>		
Public Improvement Fund	City Hall handicap ramp replacement	200,000.00
Public Improvement Fund	Parking lot and alley	100,000.00
Public Improvement Fund	GIS System	46,000.00
Public Improvement Fund	2 new columbarium's	60,000.00
Public Improvement Fund	Backhoe	160,000.00
Public Improvement Fund	Roof for lodge	110,000.00
Public Improvement Fund	ADA Compliant Bathroom	50,000.00
Public Improvement Fund	Breakroom remodel	12,000.00
Public Improvement Fund	Additional Funding for Road Repairs	300,000.00
Sewer Fund	CWSRF Project (estimated 2024 work)	11,398,000.00
Water Fund	Repair low manhole covers on Third St.	50,000.00
Water Fund	Radio meter installations, supplies and contracted services	370,000.00
Motor Pool Fund	New Truck	40,000.00
Motor Pool Fund	New Sidewalk Plow	245,000.00
<b>Total</b>		<b>\$ 13,141,000.00</b>

<b>Year 2 - 2025</b>		
Public Improvement Fund	Playground Updates (Rec Plan)	250,000.00
Public Improvement Fund	Dog Park (Rec Plan)	60,000.00
Public Improvement Fund	Ice Rink Improvements (Rec Plan)	60,000.00
Public Improvement Fund	Amphitheater (Rec Plan)	59,750.00
Sewer Fund	CWSRF Project (estimated 2025 work)	4,000,000.00
Water Fund	DWSRF Project (estimated 2025 work)	700,000.00
Motor Pool Fund	Replace two DPW trucks	150,000.00
Major Streets	Repairs to Division, Washington, Greenwood, Third, and Second	481,250.00
<b>Total</b>		<b>\$ 5,761,000.00</b>



**DEPARTMENT OF PUBLIC WORKS**  
**CITY OF ISHPEMING, MICHIGAN**  
100 EAST DIVISION STREET  
ISHPEMING, MICHIGAN 49849  
906-486-9371

10(h)(i)

**To:** Grant Getschow, Interim City Manager

**From:** Bill Anderson, Interim DPW Director

**Date:** August 1, 2024

New Pick Up Purchase

---

City staff has looked into the purchase of a new pick up to add to the motor pool fleet. Staff has looked at the aging pick up fleet and would like to move truck 43 to the DDA.

Truck 43 is a 2008 GMC ¾ ton flatbed. The beautification committee can use this truck to hang the flower pots and mount the water tank so they can water the flowers.

My suggestion would be to add a line item to the DDA budget for vehicle rental as we do for other departments.

Staff would like to purchase a 2024 Chevy Silverado 2500HD work truck with the service body. We looked at a purchase from MIDeal and a local dealership. Fox Chevy of Marquette Came in \$5,000 cheaper.

Recommendation:

All Staff to execute purchase agreement for 2024 Chevy 2500 work truck for \$60,275 with funds coming from the motor pool account.



**FOX** MARQUETTE  
CHEVROLET

📍 2653 US-41, Marquette, MI 49855  
📞 906-936-0700  
🌐 [www.FoxMarquetteChevrolet.com](http://www.FoxMarquetteChevrolet.com)

**Date/Time:** 7/29/2024 11:06:08 AM

**Buyer:** City of Ishpeming  
**Cell Phone:** (907) 251-1114  
**Address:** 100 E DIVISION ST  
ISHPEMING, MI 49849

**Salesperson:** Jim Grundstrom

## 2024 Chevrolet Silverado 2500HD Work Truck C1720



**VIN:** 1GB2YLE74RF277712  
**Odometer:** 6  
**Color:** Summit White  
**Body Type:** Extended Cab Pickup

MSRP/Retail	\$67,234.00
Selling Price	\$62,676.00
Rebate	\$2,700.00
Total Savings + Rebate	\$7,258.00
Government Fee	\$39.00
Proc/Doc Fee	\$260.00
Total Taxes	0.00
Amount Financed	\$60,275.00

This Proposal is based upon approved credit. This Proposal shall be followed by a final Buyer's Order that contains additional terms and conditions, which, when fully executed, shall supersede this Proposal and leave this Proposal null and void.

X

Customer Signature

Date

X

Manager Signature

Date

## QUOTE PER ENCLOSED SPECIFICATIONS

IN STOCK

0076-4WDL

MIDeal

Tax Exempt

24K995W

1GB3YLE74RF301124

In Stock Subject to Prior Sale

Cost per vehicle \$63,788.00  
Title Fee \$15  
Total \$63,803.00

### Vehicle Description:

Year 2024  
Make Chevrolet  
Color White  
Model Silverado 2500HD Regular Cab  
Service Body DuraMag 5 Aluminum  
Delivery S Side Visitor Center  
Engine L8T 6.6L V8 Gas  
Transmission MKM Allison 10 Speed  
Driver Line 4X4  
GVWR 10250

Vendor:

Berger Chevrolet Inc.

Address 2525 28th Street S.E.

Grand Rapids, MI 49512

Phone (616) 949-5200

Fax (616) 988-9178

Signature *DALE R. KRAMER*

Printed Signature DALE R. KRAMER

Date 7/29/2024

**Quote accepted to order**

## QUOTE PER ENCLOSED SPECIFICATIONS

IN STOCK

0076-4WDL

MI Deal

Tax Exempt

24K705W

1GB2YLE76RF229645

In Stock Subject to Prior Sale

Cost per vehicle	\$65,390.00
Title Fee	\$15
Total	\$65,405.00

### Vehicle Description:

Year	2024
Make	Chevrolet
Color	White
Model	Silverado 2500HD Crew Cab
Service Body	Knapheide Steel
Delivery	S Side Visitor Center
Engine	L8T 6.6L V8 Gas
Transmission	MKM Allison 10 Speed
Driver Line	4X4
GVWR	10,000

Vendor:

Berger Chevrolet Inc.

Address 2525 28th Street S.E.

Grand Rapids, MI 49512

Phone (616) 949-5200

Fax (616) 988-9178

Signature *Dale R Kramer*

Printed Signature DALE R. KRAMER

Date 7/29/2024

**Quote accepted to order**

## Vehicle Fleet Analysis

Vehicle Number	Make	Year	Model	Rating	Notes
24	Chevrolet	2024	Silverado 2500 HD	10	
23	Chevrolet	2023	Silverado 2500 HD	10	
109	Chevrolet	2020	4500, 4x4	8	Was at dealer shop for 1 year
53	GMC	2017	1/2 Ton Sierra	7	Needs new motor
54	GMC	2017	3/4 Ton Sierra	9	
55	GMC	2017	3/4 Ton Sierra	9	
50	GMC	2015	Canyon	5	Needs complete front end rebuild
21	GMC	2014	Sierra 2500, 4x4	7	Just had complete brake system replaced
52	Chevrolet	2012	Tahoe 4x4	2	Currently used by beautification
51	GMC	2011	Sierra 1500, 4x4	5	Kalebs- lots of motor issues, drops a cylinder
35	GMC	2009	2500, 4x4	7	Mechanics fuel truck
39	GMC	2008	3/4 Ton 4x4	4	Bed is rusting away
43	GMC	2008	3/4 Ton 4x4	6	Give to Beautification
33	Chevrolet	2006	2500, 4x4	3	Needs floor boards
48	Chevrolet	1995	4x4 Fleetside		Cemetery fuel truck
150	International	2000	Bucket Truck	1	Needs Bucket controller \$8246, will not pass DOT



10(i)

## MEMO

**To:** Grant Getschow, Interim City Manager  
**From:** Jesse Shirtz, Library Director  
**Re:** Library Roof Repair

**8/1/2024**

**Overview:** Rubber roof seams are peeling allowing water into the 120-year-old structure and causing damage, and need to be re-sealed.

**Background:** On May 22, 2024 a ceiling leak was discovered in the Director's office that damaged ceiling tiles, walls, and the desk (including contents), and resulted in waterlogged carpet. ServPro was contracted to remove the affected drywall and suspended ceiling tiles, dry out the space, and spray the carpet with a plant-based anti-microbial agent to prevent the growth of mold. This was performed 6/3/2024 for \$1,016.14 paid from the Public Improvement Fund (401).

Following the removal of the affected drywall another rainstorm on 6/17 resulted in water streaming down the interior walls and illuminated the problem: the seals between the rubber roof sections are peeling and need to be re-sealed to prevent the leaking from continuing. We experienced leaking in the Loft area of the roof last winter which is also attributed to a peeling seam. The roof is expected to last another 10-15 years, so re-sealing is preferred to replacement at this time.

**Recommendation:** Markus reached out to four contractors for quotes on re-sealing the roof and received only one back from G&S Roofing for \$9,984. The quote is to install and retrofit a roof drain and to re-seal the rubber roof. My recommendation is to accept the quote and allow G&S Roofing to perform the work.

This is an unexpected, unbudgeted expense. Without repair there will continue to be water entering the building and causing damage to ceiling tiles, walls, and potentially materials/equipment.



**Next Steps:** The drywall and suspended ceiling tiles in the office will still need to be repaired following the resealing of the roof for the room to be usable as a working space.

**Attachments:** G&S Roofing quote, photos from 5/22 leak, photo from 6/3 with walls exposed, 6/17 leak, 11/13/2023 leak in Loft area

**ICMPL**  
**ISHPEMING CARNEGIE**  
**PUBLIC LIBRARY**

Initial roof leak: 5/22/2024



ServPro removal: 6/3/2024  Subsequent roof leak 6/17/2024  Roof leak in Loft area 11/13/2023





# Proposal

Page No.

of

Pages

## G & S ROOFING & PAINTING

Michigan Builders' License 2101082840

183 Midway Drive

NEGAUNEE, MICHIGAN 49866

(906) 475-8000 Fax (906) 475-2643

No. 8210

PROPOSAL SUBMITTED TO

PHONE

DATE

STREET

JOB NAME

CITY, STATE and ZIP CODE

JOB LOCATION

ARCHITECT

DATE OF PLANS

JOB PHONE

We hereby submit specifications and estimates for:

- I Install Retrofit Roof Drain on West Side of roof w/ New membrane in Drain area
- II Install 6" Cover Tape on seams
- III Install New Pipe Boots (3)
- IV Caulk as necessary
- V New membrane Flashing around SKylite
- VI all Clear up BY G+S — 2yr Warranty from Leaks — WORK on G+S

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

2000<sup>00</sup> Down Balance on completion

dollars (\$

9984<sup>00</sup>)

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workman-like manner according to standard practices. Alteration or deviation from the above specifications may become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature

Note: This proposal may be withdrawn by us if not accepted within

days.

**Acceptance of Proposal** — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance:

Signature

Signature

## Code Electrical, Inc.

info@codeelectricmqt.com  
1301 Division Street  
Marquette, Michigan 49855

## ESTIMATE #4791

SENT ON:

Jun 10, 2024

10(j)

### RECIPIENT:

#### City of Ishpeming - Bill

100 E. Division St.  
Ishpeming, MI 49849

Phone: 906-250-0979 Bill



Phone: 906-225-0325

Website: <http://www.codeelectricmqt.com>

Product/Service	Description	Total
Street Light Replacement	Provide and install (3) new street lights at customer-specified locations.  Price to include the materials and labor.	\$22,500.00

Total

**\$22,500.00**

This estimate is valid for the next 30 days, after which values may be subject to change.

Thank you for giving us an opportunity to take care of your electrical needs!

ACCEPTANCE OF PROPOSAL/TERMS: The prices, specifications, & conditions are satisfactory & are hereby accepted. You are authorized to do the work as specified.

-I understand any alteration or deviation from specifications above will involve extra costs & will become a time and material extra charge over & above the estimate.

-A signed estimate, along with deposit (50% for generators, 100% for all other work) is required before scheduling work. Making deposit payment without including a signed proposal verifies customer's agreement to estimate work and terms as specified.

-Final payment is due the day of job completion.

-Any coordination with other companies, individuals, and/or MISSDIG (locating underground utilities, if applicable) to be done by customer prior to scheduled work. Additional trips to job site due to this not being done may incur additional charges to customer.



**MICHIGAN MUNICIPAL  
RISK MANAGEMENT  
AUTHORITY**

10(k)(i)

August 9, 2023

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

**RE: Park Risk Review**

Dear Craig,

Thank you for meeting with me on August 2, 2023. The purpose of the visit was to conduct a risk control assessment of the city playground locations for liability and safety to augment your organization's risk management program. The scope of my review primarily addressed the following:

**General Park Safety Recommendations – Pioneer Bluff Park; Maquette Street Park; Pine Street Park; Salisbury Park; West Division Street Park; Tot Lot Playground Site; Bruce Asgaard Park; Juniper Street Park; Al-Quaal Park**

- Consider implementing an asset management program for county buildings and equipment. This will help in establishing funding requirements for life expectancy, replacement, repair, and maintenance.
- Develop a maintenance plan for county park equipment and facilities. Document inspections and any work performed. Keep the documentation records onsite for three years, file them for five years, and archive them for seven years before destroying them. Reports related to claims should be kept until the claim is closed.
- Remove the metal slides in all parks. This design no longer meets current design standards for slides, creating a liability risk for the city.
- Remove the metal merry-go-rounds in all parks. The design is antiquated and no longer meets the current design standards for merry-go-rounds.
- Replace or add new surface material under the playground equipment. The material should be at least 8 inches deep and should extend at least six feet around the perimeter of the equipment. The swing set needs material added in front and behind the set. As a guide, measure the height of the top bar and extend the surface to a distance equal to twice the height of the bar. The material should extend at least six feet outside the swing set.
- All toddler baby swings need to be raised to a minimum of 24 inches.
- All playground sites should have age-appropriate signage or stickers posted on the equipment stating what age groups it was designed for.



**MICHIGAN MUNICIPAL  
RISK MANAGEMENT  
AUTHORITY**

- Inspect all S-hooks on swing sets. Any hooks that are wider than a dime will need to be tightened down, as discussed during my review.
- Replace/repair any wood picnic tables that have splintering or cracking to reduce the potential for injury.

**Pioneer Bluff Park**

- Trim the trees to a minimum of 9 feet to discourage climbing and to decrease the potential for limbs causing injuries.
- The first platform of the green climber should have a barrier installed to prevent falls as it's over 30 inches from the surface.
- The spiral slide pieces are separating. They need to be cleaned and new silicone caulk piped in the cracks to prevent pinch and entanglement hazards.

**Maquette Street Park**

- Remove the double S-hooks on the swing we discussed, as this is not allowed.

**Pine Street Park**

- Remove the third swing from the swing set as the separation measurements are not met with 3 swings. 2 swings per bay is appropriate.
- Move the swing set back away from the ditch to meet your fall zone dimensions. You may also consider filling in the ditch and leveling the ground.

**West Division Street Park**

- Replace the broken toddler swing.
- Remove the grass from the basketball court. It creates a trip hazard.

**Tot Lot Playground Site**

- Remove or replace the spring ride-on toys that have metal posts for handles.
- Remove the dome climber. Bent pieces create entanglement hazards.
- The yellow motorcycle spring toy has a broken handle and should be replaced.
- Remove the 4-rider spring toy with metal posts handles. The middle component is open and can pinch fingers.



**MICHIGAN MUNICIPAL  
RISK MANAGEMENT  
AUTHORITY**

- The multi-color climber with a green platform should have a barrier installed to block the opening created when the slide was removed.
- Tighten the bolts on the surface pieces of the extension bridge.
- Install a barrier along the sides of the suspension bridge to eliminate the fall hazard.
- Remove the fireman's pole and close the opening with a barrier as discussed during my review. The height of the entry point is a long drop to the ground with the potential to cause serious injury.
- The spiral slides need the separation between pieces cleaned out of debris and silicone caulk piped in to prevent entanglement and pinch hazards.
- Fill in the burn holes on the orange slide to eliminate the finger pinch hazard.
- Remove the third swing from the 3-seat toddler swing set. Separation measurements are not met. The bay should contain 2 swings only.
- Remove the rocket ship metal climber. It doesn't meet current design standards for climbers. You must be able to fall from the top of climber straight to the surface without hitting any other bars.
- Remove or relocate the swing set. There is not enough space for proper fall zone surface material dimensions as discussed during my review.
- The bolts on the top bar clamps of the swing set are installed upside down. Redo the bolt installation to reduce the entanglement hazard. Inspect the top S-hooks for wear.

**Bruce Asgaard Park**

- Remove the spring toy with metal posts for handles to eliminate the protrusion hazard.

**Juniper Street Park**

- Remove the grill from the tree line to reduce the potential for fire.

**Al-Quaal Park**

- Remove the third swing from the swing set. Separation measurements are not met. The bay should contain 2 swings only.
- Remove/replace the swing seat with exposed metal.
- Remove the second swing per bay from the 4-seat swing set. Separation measurements are not met.
- The bolts on the top bar clamps of the swing set are installed upside down. Redo the bolt installation to reduce the entanglement hazard. Inspect the top S-hooks for wear.
- Remove the third swing from the 3-seat toddler swing set. Separation measurements are not met. The bay should contain 2 swings only.





- Remove the two individual very tall swings. The space measurements are not met. The swing chain is too close to the structure post.

#### **MMRMA Services and Resources:**

MMRMA's risk control consultants specialize in public-entity risk management in all municipal areas, including law enforcement, fire/EMS, public services, corrections, and parks & recreation. In addition to onsite visits and consultations, MMRMA offers a library of model policies and other resources in the "Members Only" section of our website, [www.mmrma.org](http://www.mmrma.org). Member employees can request a login and subscribe to newsletters and training announcements and view upcoming committee meetings, training, and important deadlines.

MMRMA also helps members mitigate loss exposures through Risk Avoidance Program (RAP) Certification and accreditation (CAP) grants. Applicants can request reimbursement for specialized equipment, risk reduction initiatives, training, and accreditation programs. Details about RAP/CAP grants are available on the website. Please contact MMRMA's Risk Control team whenever you have questions about available services, training, or resources.

I appreciate you and your staff making my visit productive and enjoyable. If I may assist you now or in the future, please contact me.

Sincerely,

*Terry Van Doren*

Terry Van Doren, CPSI, CYSA, CYSC  
MMRMA Senior Risk Control Consultant

cc: U.P Insurance Agency, Inc.

Attached Resources: Risk Transfer Manual; Community Property Rental and Use and Management of Sports Fields brochures; Facility Condition Assessment Program; MMRMA RAP Grant Program Documents



A meeting of the Parks and Recreation Commission was held on Tuesday, February 20, 2024 at the Al Quaal Lodge. Member Stephen Piersen called the meeting to order at 3:57 p.m.

Present: Commission members present were Claudia Demarest, Lisa Thompson (4:02 p.m. arrival), Stephen Piersen, Jane Hendrick, Kevin Corkin (4:30 p.m. arrival), Council Representative Lindsay Bean (6). Absent: School Representative Carrie Meyer (1). Also, present was DPW General Foreman Bill Anderson, DPW Assistant Foreman-Cemetery/Parks Kaleb Rundman, City Treasurer April Holm, DPW Office Manager Raquelle Ball and NMU Nursing Students assigned to the City of Ishpeming, Anna Orr and Ella Shoppe (2).

PUBLIC COMMENT – No public comment.

#### APPROVAL OF MINUTES

A motion was made by Member Demarest for correction to the minutes from October 17, 2023 to correct the word “for” to the word “to” in the ‘Parks Report’ in paragraph four, supported by Member Thompson and carried unanimously to approve the minutes with the change for 10/17/2023.

#### PARKS & RECREATION COMMISSION ORDINANCE

The Parks and Recreation Commission were provided copies of the adopted Ordinance 11-2600 for their records.

#### PARKS REPORT

DPW Assistant Foreman-Cemetery/Parks Kaleb Rundman provided an update on the Pisten Bully and the new Gator and added both new pieces of machinery have been assets to the Parks even with the mild winter. The new equipment has made for better grooming of the trails.

The Brasswire Campground is targeted to open May 1, 2024, weather dependent. Some discussion on water testing.

The Parks Department has tentatively hired enough part-time workers to open the tube slide, however with the mild winter, opening has been halted.

The Parks Department reported that Holli Forest Products, Inc. has widened the hill and it is in much better condition. Moyle Trucking & Excavating will be preparing a quote to take care of the remaining tree stumps. Once complete this could bring in National Races.

Staff provided a brief update on the Kayak launches to be installed on the Ishpeming and Negaunee sides of Teal Lake.

#### NEW BUSINESS

DPW General Foreman Bill Anderson advised the Parks and Recreation Commission were invited to attend the joint meeting of the DDA and Planning Commission scheduled for March 11, 2024 at 4:30 p.m. Member Lindsay Bean indicated the vacant lot on Canda would be part of the discussion.

DPW General Foreman Bill Anderson suggested the Parks and Recreation Commission recommend to Council that playground equipment that had been deemed unsafe be removed by Spring. There was discussion related to the report from MMRMA.

**A MOTION WAS MADE BY Member Demarest seconded by Hendrick and carried unanimously to recommend to Council to remove the playground equipment as outlined by MMRMA in their risk assessment.**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE FEDERAL  
EMERGENCY MANAGEMENT AGENCY  
AND  
CITY OF ISHPERING, MICHIGAN**

**I. Parties:**

The parties to this Agreement are the Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) and City of Ishpeming, Michigan.

**II. Purpose:**

The purpose of this Agreement is to provide a framework for the collaboration of FEMA and City of Ishpeming to carry out their respective roles and responsibilities with respect to Non-financial Direct Technical Assistance (DTA) under FEMA's Building Resilient Infrastructure and Communities (BRIC) program. This Agreement sets forth the terms by which FEMA will provide BRIC DTA to City of Ishpeming. This agreement is not intended to be legally binding.

This Agreement is not an award of, or approval for, FEMA funding. Any financial assistance from FEMA would only be available through a separate application and award process, such as the process detailed in the current BRIC Fiscal Year 2023 Notice of Funding Opportunity (NOFO), or through another FEMA Hazard Mitigation program. This Agreement in no way guarantees that there will be a separate agreement for financial assistance or reimbursement of any kind.

FEMA and City of Ishpeming recognize the value of working with one another to strengthen the resilience of City of Ishpeming by leveraging tailored technical support from FEMA, and other partners, so that City of Ishpeming can design and implement holistic, equitable, climate adaptation and risk reduction solutions that advance local objectives and close capability gaps.

The technical assistance provided by FEMA in relation to this Agreement, and the outcomes related to such technical assistance, will vary based on the availability and resources of FEMA and City of Ishpeming.

### **III. Context**

Millions of people living across the United States, its territories, and in Tribal lands are affected by natural hazards each year. Underserved communities and its citizens are often disproportionately impacted by such hazards and sometimes have fewer resources to 'build back better' following disasters, or otherwise increase their resilience to future risks. With the escalation in the frequency and intensity of natural hazard events, the imperative to reduce risk and strengthen resilience has intensified, especially for people on the frontlines, who will experience the most adverse consequences of climate change.

In recognition of these needs, FEMA established the BRIC DTA initiative to provide wide-ranging non-financial support and technical assistance to underserved communities to undertake hazard mitigation solutions, including but not limited to climate risk assessments, community engagement, partnership building, and mitigation and climate adaptation planning. Support for BRIC DTA communities can be provided regardless of the timing or status of any grants the community may pursue or receive.

### **IV. Authority:**

Section 203 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) (42 U.S.C. § 5133), Predisaster Hazard Mitigation, as amended.

### **V. Definitions:**

As used in this Agreement:

"BRIC DTA Facilitator" means a Regional FEMA staff who coordinates directly with one or more communities as their FEMA BRIC DTA point of contact.

"Community Partners" can be organizations from within and outside the government that may facilitate capacity building, offer subject matter expertise, leverage resources, and/or enhance community engagement. Partners may include, but are not limited to, other government entities, nonprofits, non-governmental and community-based organizations, labor unions, advocacy groups, chambers of commerce and major employers or anchor institutions, and philanthropic organizations.

"BRIC DTA Contractors" are experts working under contractual agreements (i.e., contracts, interagency agreements, etc.) with FEMA to support delivery of technical services to a community as part of the BRIC DTA initiative.

"Community Engagement" is the process of working collaboratively with a diverse group of stakeholders to address issues affecting their well-being.

“BRIC DTA Action Plan” describes the technical assistance activities that the BRIC program will provide, as developed, and agreed upon by City of Ishpeming, FEMA, and any other relevant partners, to address the needs and gaps identified.

## **VI. Responsibilities:**

### **A. FEMA’s Responsibilities**

FEMA will:

1. Approach BRIC DTA as a collaborative effort, recognize the inherent expertise within City of Ishpeming, and remain open to mutual learning and growth.
2. Recognize that the BRIC DTA initiative is community driven. FEMA acknowledges that there is no “one-size fits all” technical assistance model, and that the approach to planning and capacity building for local risk reduction and climate resilience must be customized, flexible, and adaptable.
3. Assign a BRIC DTA Facilitator to work alongside City of Ishpeming to understand the community’s vision for resilience and assess and define technical assistance needs.
4. Consult BRIC DTA Contractors in support of the community’s vision for resilience and the development of specific strategies to address community technical assistance needs and build partnerships.
5. Support and advise City of Ishpeming in the development of a BRIC DTA Action Plan that identifies specific strategies and actions to build capacity and advance potential projects and partnerships under the BRIC program.
6. Ensure that the BRIC DTA Action Plan, and the overall delivery of BRIC DTA, respects cultural norms and traditions and acknowledges past and current disparities.
7. Work together with City of Ishpeming and other partners to access best available science and knowledge about risk and climate change and help integrate into design considerations.
8. Support City of Ishpeming in advancing decision-making processes that include representatives from all affected groups.
9. Collaborate with City of Ishpeming to help identify and leverage partnerships that are best suited to meet local climate resilience and hazard risk reduction needs at all governmental levels, and with other non-profit, foundation and private partners.
10. Foster outreach to and engagement with the City of Ishpeming using tailored tools and approaches to establishing shared goals and projects that meet community-wide resilience priorities across stakeholder groups consistent with the BRIC program.
11. Support development of projects that leverage co-benefits and address multiple hazards to create additional value; assist with project identification and planning under the BRIC program.
12. Partner with City of Ishpeming for up to 36-months (from the effective date of this Agreement) to identify needs, build partnerships and deliver wide-ranging technical assistance based on the BRIC DTA Action Plan.

## **B. City of Ishpeming's Responsibilities**

City of Ishpeming will:

1. Invite FEMA to work collaboratively with City of Ishpeming to maximize the achievement of their climate resilience and hazard mitigation goals.
2. Engage in the development of a Community Needs Assessment that will build an understanding of City of Ishpeming's vision for resilience and identify gaps in capacity.
3. Formulate a BRIC DTA Action Plan, with FEMA's support, that identifies specific strategies to build capacity and advance community-wide mitigation or resilience projects under the BRIC program and expand partnerships.
4. Foster community engagement to involve diverse stakeholders into the planning process and ensure plans represent the interests of the full community.
5. Communicate progress towards the implementation of risk reduction and climate adaptation projects eligible under the BRIC program.
6. Identify and build partnerships across all governmental levels, and the private and nonprofit sectors, to advance goals and support City of Ishpeming's long-term risk reduction and climate resilience endeavors.
7. Provide feedback to FEMA so that the Agency can improve current BRIC DTA delivery in real-time and better understand overall gaps and barriers to accessing mitigation grants, as well as adapt the initiative to better meet the needs of future participants.
8. Share best practices, successes, and challenges with peers and those interested in participating in the initiative.
9. Prioritize committing community time and resources to the BRIC DTA process, to the extent possible, to ensure successful collaboration.
10. Partner with FEMA for up to thirty-six months to identify needs, build partnerships and implement risk reduction and climate adaptation actions.

## **VII. Other Provisions**

- A. Nothing in this Agreement is intended to conflict with current law or regulation or the directives of FEMA or City of Ishpeming. If a term of this Agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.
- B. Nothing in this Agreement is intended to restrict the authority of either party to act as provided by statute or regulation.
- C. Any information shared under this Agreement will comply with the Privacy Act, and to the extent required and allowable, the Freedom of Information Act (FOIA), and any other applicable statute, regulation, or Executive Order.
- D. This Agreement is between FEMA and City of Ishpeming. It does not confer or create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or in equity, onto any third person or party (public or private) against the United States, its agencies, its officers or employees, or any person; or against City of

- Ishpeming its officers or employees, or any other person.
- E. This Agreement creates neither a partnership nor a joint venture, and neither party has the authority to bind the other. This Agreement is not intended to be enforceable in any court of law or dispute resolution forum.
  - F. The parties will use or display each other's name, emblem, or trademarks only in the case of particular projects and only with the prior written consent of the other party. The Department of Homeland Security (DHS) seal is protected by 18 U.S.C. §§ 506, 701, and 1017, among other laws, and use of the seal is controlled by the DHS Office of Public Affairs through DHS Management Directive No. 123-06. Written permission is required to use the DHS Seal. Any party to this agreement that is not a Federal entity may only use an official DHS seal or logo upon written permission from DHS.
  - G. The parties to this Agreement agree to be responsible for the negligent or wrongful acts or omissions of their respective employees arising under this Agreement. The parties agree -- subject to any limitations imposed by law, rule, or regulation -- to cooperate in good faith to resolve any claims promptly and, whenever appropriate, without litigation. For all claims or suits arising under this Agreement, each party's designated legal representatives will, within seven (7) calendar days of receipt, provide the other's designated legal representatives copies of any documents memorializing such claims. Nothing in this Agreement shall be construed as a waiver of any sovereign immunity of the United States. The Federal Tort Claims, 28 U.S.C. §§ 1346(b) and 2671-80 Act provides the exclusive monetary damages remedy for allegedly wrongful or negligent acts or omissions by federal employees within the scope of their employment.
  - H. The parties to this Agreement shall carry out its responsibilities in an equitable and impartial manner free from discrimination in accordance with Section 308 of the Stafford Act as applicable.
  - I. This Agreement is not a fiscal or funds obligation document. Any services, equipment or personnel provided to FEMA to accomplish the goals anticipated under this agreement are done so without expectation of reimbursement or the payment of fees related to the provision of such services, equipment, or personnel, unless otherwise agreed. Any specific work or activity that involves the transfer of funds, services, or property among the parties will require execution of a separate agreement and will be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory or other legal authority. This Agreement does not provide such authority.
  - J. This Agreement, upon execution, contains the entire agreement of the parties and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter.

**IV. Effective Date:**

The terms of this Agreement will become effective upon the signature of both parties.

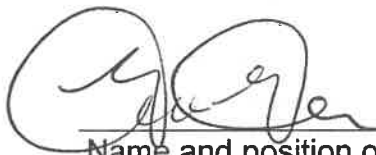
**V. Modification:**

This Agreement may be modified upon the mutual, written consent of the parties.

**VI. Termination:**

The terms of this Agreement, as modified with the consent of both parties, will remain in effect until the completion of the community BRIC DTA Action Plan, and not to exceed thirty-six months past the signing of this Agreement. Either party may terminate this Agreement upon 10 days' written notice to the other party.

**Approved by:**

 Grant Getschow, Interim City Manager  
Name and position of the official signing for City of Ishpeming  
9/26/24  
Date

\_\_\_\_\_  
Name and position of the official signing for FEMA Region 5

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and position of the official signing for FEMA Headquarters

\_\_\_\_\_  
Date



10(M)

ORDINANCE NO. 6-400

**PROHIBITED PLOWING OF SNOW**

~~AN ORDINANCE TO PROHIBIT THE PLACING OF SNOW AND ICE UPON THE FIRE  
HYDRANTS, STREETS, ALLEYS, SIDEWALKS AND PRIVATE PROPERTY IN THE CITY OF  
ISHPEMING~~

THE CITY OF ISHPEMING ORDAINS:

Section 1.

No private property owner, or any other person, shall take any snow or ice from any private property and deposit or place the same upon any fire hydrant, street, alley, or sidewalk within the City of Ishpeming where such fire hydrant, street, alley, or sidewalk is usually plowed or cleared for travel or use. No private property owner shall throw, push, place or cause to be thrown, pushed or placed such any ice or snow onto any private property not owned by such person.

Section 2.

No ~~r~~ shall any private property owner person shall plow any city-maintained roadway or alley without the approval from the City Manager or DPW Supervisor.

Section 3.

No property owner or lessee shall be exempt from the provisions of this ordinance because another person has taken snow or ice from ~~his~~ the owner's or lessee's private property and deposited or placed the same upon any fire hydrant, street, alley, or sidewalk which is usually plowed or cleared for travel and use.

Section 4.

Violation of any of the provisions of this ordinance shall constitute a municipal civil infraction and shall be considered to be a nuisance. A person, firm or corporation determined to be responsible or responsible "with explanation" for a municipal civil infraction shall be subject to a civil fine of not more than One Hundred (\$100.00) Dollars plus costs, and if applicable, damages and expenses as provided by law. A municipal civil infraction action brought for any violation of this ordinance shall follow the procedures set forth in Act No. 12, P.A. 1994, as amended, and a Defendant charged with a municipal civil infraction violation shall have all of the rights, duties, responsibilities and obligations set forth therein.

Section 5.

In addition to the fines and other enforcement measures set forth above, every person who shall take any snow or ice from any private property and deposit or place the same upon any fire hydrant, street, alley or sidewalk within the City of Ishpeming, where such fire hydrant, street, alley or sidewalk is usually plowed or cleared for travel or use, shall reimburse the City for the cost of removal of such snow and ice from the public right-of-way in accordance with

the schedule of charges set forth in the City Fee Schedule.

Section 6.

The City shall invoice a property owner from whose property snow and ice was moved onto City owned or maintained property. Each person having an ownership interest in the private property shall be liable for and shall be required to reimburse the City for all such costs and charges so invoiced. The charges shall be considered delinquent if not paid within 30 days after the date of the invoice and may subject such owner(s) to a civil suit by the City to collect such charges in addition to any civil fines and costs that may be imposed.

Section 7.

In addition to any other remedy the City may have, the City shall have a lien upon the private property from which the snow and ice was removed, for all charges invoiced, which may be enforced in the manner prescribed by the general laws of the State of Michigan for the enforcement of tax liens. All delinquent charges under this ordinance shall be added to the delinquent tax rolls with respect to the real property from which the snow and ice was removed for the year when the charges were incurred. Once the resolution of lien enforcement is adopted by the City Council, the collection of the delinquent charges shall proceed the same as if said delinquent charges were originally assessed as real property taxes.

Section 4-8.

The provisions of any ordinances of the City of Ishpeming in conflict with the above are hereby repealed.

Adopted: December 5, 1962  
Amended: January 18, 1989  
Amended: June 8, 1994  
Amended: September 4, 1996  
Amended: November 8, 2006  
Amended: February 6, 2008  
Amended: February 4, 2009  
Amended: January 6, 2010  
**Amended:**

10(m)(i)

ORDINANCE NO. 6-401

AN ORDINANCE TO IMPOSE FEES AND CHARGES FOR THE REMOVAL  
OF SNOW AND ICE PLACED UPON FIRE HYDRANTS, STREETS, ALLEYS,  
OR SIDEWALKS IN THE CITY OF ISHPEMING

THE CITY OF ISHPEMING ORDAINS:

Section 1. Every person who shall take any snow or ice from any private property and deposit or place the same upon any fire hydrant, street, alley, or sidewalk within the City of Ishpeming, where such fire hydrant, street, alley, or sidewalk is usually plowed or cleared for travel or use, shall reimburse the City of Ishpeming for the cost of removal of such snow and ice from the public right-of-way in accordance with the following schedule of charges:

- (a) \$50.00 per truckload, or any part thereof, when removed by bucket loader; and
- (b) \$90.00 per truckload, or any part thereof, when removed by snow go unit; and
- (c) \$25.00 per employee per hour, or any part thereof, when removed by City employees by hand or using hand implements such as a shovel, scoop, or similar instrument. This hourly charge shall be in addition to the truckload charges set forth in (a) and (b) above if City employees are required to do hand work to complete the snow and ice removal work.

Section 2. The Superintendent of Public Works, or his designee, shall keep a record of the number of truckloads of snow and ice removed, the equipment used, and the employee time involved in the event that hand work is necessary to complete the snow and ice removal.

Section 3. Upon completion of the snow and ice removal work from the public right-of-way, the City shall invoice the property owner from whose property the snow and ice was moved onto City owned or maintained property in accordance with the schedule of charges set forth in Section 1 above. The private property owner and each person having an ownership interest in the private property shall be liable for and shall be required to reimburse the City for all such costs and charges so invoiced. The charges so invoiced shall be considered delinquent if not paid within 30 days after the date of invoice.

Section 4. Failure of the property owner(s) to pay in full the invoice for the cost of snow and ice removal within 30 days after the date of invoice shall subject such owner(s) to a civil suit by the City to collect such charges, in addition to any civil fines and costs that may be imposed in a prosecution for a violation of City Ordinance No. 6-400. The City shall have the authority to prosecute a person under City Ordinance No. 6-400 and to also collect the charges imposed under this Ordinance No. 6-401 for the same offense or act.

Section 5. In addition to any other remedy the City may have, the City shall have a lien upon the private property from which the snow and ice was moved onto City owned or maintained property for all such charges invoiced. The lien created herein may be enforced by the City of Ishpeming in the manner prescribed by the general laws of the State of Michigan for the enforcement of tax liens, and all such delinquent charges under this Ordinance shall be added

to the delinquent tax rolls with respect to the real property from which the snow and ice was moved onto City owned or maintained property for the year when the charges became delinquent, after adoption of a resolution of lien enforcement by the Ishpeming City Council. Upon entry of such delinquent charges upon the delinquent tax rolls, the collection thereof shall in all respects be governed by the provisions of the general laws of the State of Michigan the same as if said delinquent charges were originally assessed as real property taxes.

Section 6. This Ordinance shall take effect upon legal publication.

Adopted: January 6, 2010