ISHPEMING CITY COUNCIL SPECIAL MEETING

Thursday, June 26, 2025 at 4:00 p.m. Ishpeming City Hall, 100 E. Division Street, Ishpeming, MI 49849 City Hall Telephone Number: 906-485-1091

- 1. Meeting Called to Order
- 2. Roll Call
- 3. Approval of Agenda
- 4. Public Comment (limit 4 minutes per person)
- 5. Items of Business
 - a. Consider UPEA Professional Services Agreement: Bridge Load Rating 2025
 - b. RAMBA request for pump track and beginner trail at Brasswire Campground
- 6. Adjournment

Randy Scholz City Manager

City of Ishpeming Statement of Explanation

1. Agenda Item Information

Agenda Item Title: 5a. Consider UPEA Professional Services Agreement: Bridge Load Rating

Department: City Manager's Office Date S

Date Submitted: 6/25/2025

Prepared By (Name & Title): Cathy Smith

2. Background & Purpose

UPEA has performed the City's bridge inspections and load ratings, required by MDOT, over the past decade. During MDOT latest review it was determined that two bridges required additional load ratings: Structure No. 6621 (Lakeshore Drive) and Structure No. 6623 (Carson Road).

3. Fiscal Impact

Total Cost / Revenue Impact: \$3,500

Funding Source(s): 50% from Major Streets and 50% from Local Streets

4. Alternatives:

None.

5. Recommended Action:

Approve the professional services agreement with UPEA for performing bridge load ratings for structure No. 6621 and structure No. 6623 with funding from Major and Local Streets; and pending final review of the agreement by the City Attorney.

5. Department Head Approval

Name: Cathy Smith

Signature: ette Shurt

Date: 6/25/2025_

6. Attachments / Exhibits



2906 N. Stephenson Avenue Iron Mountain, MI 49801

906-779-0937 • 800-872-9013 • Fax: 906-779-0947

AN AGREEMENT FOR THE PROVISION OF LIMITED PROFESSIONAL SERVICES

Client	City of Johnson in a	Deter	014.410.005		
Cilent	City of Ishpeming	Date:	6/11/2025		
	100 E. Division Street	Project l	No:		
	Ishpeming, MI 49849				
Firm:	U.P. Engineers & Architects, Inc.				
Project Name/Location: Load Ratings 2025 / City of Ishpeming, MI					
Scope/Intent and Extent of Services: Perform bridge load ratings for structure No. 6621					
(Lakeshore Drive) and structure No. 6623 (Carson Road) and update the MiBridge database with					
the new load rating information. The load rating for SN 6621 will be a "Judgment Rating" since no					
structural plans are available for the culvert.					
Fee Arrangement: \$3,500 (Lump Sum)					
Retaine	er Amount: _\$0				
Special Conditions: Complete load ratings and database updates by August 31, 2025.					

TERMS AND CONDITIONS

The Firm shall perform the services outlined in this Agreement for the stated fee arrangement.

ACCESS TO SITE:

Unless otherwise stated, the Firm will have access to the site for activities necessary for the performance of the services. The Firm will take precautions to minimize damage due to these activities, but have not included in the fee the cost of restoration of any resulting damage.

FEE

The total fee shall not be exceeded without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.

BILLINGS/PAYMENTS:

Invoices for the Firm's services shall be submitted, at the Firm's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, the Firm may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

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UPE-100 Rev. 9/14

Offices also in: Houghton Ishpeming Marinette Sault Ste Marie

LATE PAYMENTS:

Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the unpaid balance (18% true annual rate). In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

INDEMNIFICATION:

The Client shall indemnify and hold harmless the Firm and all of its personnel from any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from their performance of the services, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except the Firm), or anyone for whose acts any of them may be liable. The Firm shall have the right to rely on information furnished by the Client.

RISK ALLOCATION:

In recognition of the relative risks, rewards and benefits of the project to both the Client and the Firm, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Firm's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement from any cause or causes, shall not exceed our fee. Such causes include, but are not limited to, the Firm's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

TERMINATION OF SERVICES:

This Agreement may be terminated by the Client or the Firm should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Firm for all services rendered to the date of termination, all reimbursable expenses and reimbursable termination expenses.

OWNERSHIP OF DOCUMENTS:

All documents produced by the Firm under this Agreement shall remain the property of the Firm and may not be used by the Client for any other endeavor without the written consent of the Firm.

APPLICABLE LAWS:

Unless otherwise specified, the Agreement shall be governed by the laws of the State of Michigan.

Offered by:		Accepted by:	Accepted by: City of Ishpeming		
U.P. Engineers & A	rchitects, Inc.	City of Ishpeming			
(signature)	(date)	(signature)	(date)		
Michael Simons / Princ (printed name/title)	cipal	Randy Scholz / City Mar (printed name/title)	Randy Scholz / City Manager (printed name/title)		
☐ Continuation Shee	t(s) attached (pag	nes)			

City of Ishpeming Statement of Explanation

1. Agenda Item Information

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Agenda Item Title: RAMBA Request for Pum	np Track and Beginner Trail			
Department: City Manager	Date Submitted: 5/25/25			
Prepared By (Name & Title): Randy Scholz				
2. Background & Purpose				
RAMBA is requesting to construct a pump t Campground	rack and beginner trail at the Brasswire			
3. Fiscal Impact				
Total Cost / Revenue Impact: RAMBA is fund	ling both including any future maintenance required.			
Funding Source(s):				
4. Alternatives:				
Have both structures located in another loca	ation or deny the request.			
5. Recommended Action:				
Approve the request from RAMBA to build to Campground.	the pump track and beginner trail at Brasswire			
5. Department Head Approval				
Name: Randy Scholz				
Signature:	Date: <u>5/25/25</u>			

6. Attachments / Exhibits Letter from RAMBA and Map of location for pump track and beginner trail.



PO Box 14 Ishpeming, MI 49849

www.rambatrails.org Facebook: @RAMBATRAILS

E-mail: RiderRAMBA@gmail.com

June 24, 2025

Randy Scholz, Manager City of Ishpeming 100 E. Division Street Ishpeming, MI 49849

RE:

Brasswire Trails

Randy,

RAMBA respectfully requests permission to construct and maintain two new features at Brasswire Campground: 1) a pump trac; and 2) a beginner trail. Both features will be situated at the south end of the campground and will be free and open to the public. Please see the attached map.

The proposed pump track is in red. It will be a short track composed of a mixture of clay and dirt with low undulations designed as to not have to pedal around it. It is aimed at building skills for beginner riders. The beginner trail is in blue and is approximately .75 mile in length. The trail will have very little elevation change, will be wide, and is meant to be biked, walked, skied, or snowshoed.

RAMBA will sign both features, will maintain them, and will provide all materials and labor for their construction. Thank you for your consideration.

Submitted,

Glen Lerlie

Glen Lerlie, President RAMBA

Encl. Map



Brasswire Campground



Imagery @2025 Airbus, Maxar Technologies, Map data @2025 50 ft