


ISHPEMING CITY COUNCIL SPECIAL MEETING
Wednesday, May 13, 2026 at 6:00 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. Proposed revisions to the Ishpeming City Charter
 - i. Sections 2.15-2.17
 - ii. Section 5.1(c)
 - iii. Sections 10.6(a)-(c)
 - iv. Other proposed revisions from Council
 - b. Payne and Dolan Fill Agreement DWSRF - Malton Road Dump Site
 - c. Lindberg and Sons Fill Agreement DWSRF – Malton Road Dump Site
 - d. Lindberg and Sons Fill Agreement DWSRF - Water Tower Dump Site
 - e. Approve granting easement for Negaunee Ishpeming Water Authority through Al Quaal and schedule a Public Hearing
6. Adjournment


Randy Scholz
City Manager

5(a)(i)

AMENDMENT TO CHARTER OF
THE CITY OF ISHPEMING, SECTION 2.15 – 2.17
(Purchasing Procedure)

Current Charter section reads:

Section 2.15 -- A vacancy shall exist in any elective City office upon any occurrence which creates a vacancy in office under the General Laws of the State.

Section 2.16 –

(a) If any officer, required for a qualification for office to be an elector and resident of the City, is absent continuously from the City for more than sixty days without the permission of the Council, the Council shall declare that office vacant and the office shall be filled as in this Charter provided for the filing of vacancies.

(b) For vacancies, nominating petitions as required by sections 2.9 and 2.11, must be filed.

Section 2.17 –

(a) A vacancy occurring on the Council or any elective City office shall be filled within thirty (30) days by a majority vote of the remaining Council members, and the appointee to hold office until the second Monday following the next regular City election, or until the successor shall qualify, provided that no such appointment shall be made within ninety (90) days prior to any regular City election.

(b) If the Council ties on selection, a qualified person shall be selected by lot within three (3) regular meetings after the vacancy occurs.

Proposed new language:

Section 2.15 – : A vacancy shall exist in any elective City office upon any occurrence which creates a vacancy in office under the General Laws of the State. Once facts become known that indicate that a vacancy may exist, the Council shall meet as soon as practicable to declare the vacancy.

Section 2.16 – If any officer, required for a qualification for office to be an elector and resident of the City, is absent continuously from the City for more than sixty days without the permission of the Council, the Council shall declare that office vacant and the office shall be filled as in this Charter provided for the filing of vacancies.

Section 2.17 –

(a) A vacancy occurring on the Council or any elective City office shall be filled within _____ (____) days by a majority vote of the remaining Council members, and the appointee to hold office until the second Monday following the next regular City election, or until the successor shall qualify, provided that no such appointment shall be made within ninety (90) days prior to any regular City election.

(b) Candidates for appointment to fill any vacancy shall file nominating petitions as required by sections 2.9 and 2.11.

(c) If, for any reason, the Council fails to appoint and seat a qualified person to fill a vacancy within the _____ days as required by subsection (a), a qualified person shall be selected by lot within _____ days after the vacancy is declared.

5(a)(ii)

AMENDMENT TO CHARTER OF
THE CITY OF ISHPEMING, SECTION 5.1 (c)
(Manager residency requirement)

Current Charter section reads:

Section 5.1 – (c) The manager need not be a resident of the city or State of Michigan at the time of appointment, but shall reside within the City after the appointment.

Proposed new language:

Section 5.1 – (c) The manager need not be a resident of the city or State of Michigan at the time of appointment, but shall reside within a twenty (20) mile radius of the City after the appointment.

Statement of Purpose:

This amendment will bring the residency requirement into compliance with current state law, while still requiring the manager to reside close to the city.

5(a)(iii)

AMENDMENT TO CHARTER OF
THE CITY OF ISHPEMING, SECTION 10.6 (a) – (c)
(Purchasing Procedure)

Current Charter section reads:

Section 10.6 – All purchases and public improvements shall be made after competitive bidding, where practicable, subject to the following conditions:

(a) For purchases or expenditures in the amount of three thousand dollars (\$3,000.00) or less, written bids or quotations shall not be required, but oral bids or quotations shall be solicited.

(b) For purchases or expenditures which exceed the sum of three thousand dollars (\$3,000.00) but which are equal to or less than ten thousand dollars (\$10,000.00), written bids or quotations shall be solicited, and the purchase or contract shall only be awarded to a bidder who has delivered a written bid or quotation to the City.

(c) For purchases or expenditures which exceed the sum of ten thousand dollars (\$10,000.00), sealed bids or quotations shall be solicited, and the purchase or contract shall only be awarded to the bidder who has delivered a sealed bid or quotation to the City.

Proposed new language:

Section 10.6 – All purchases and public improvements shall be made after competitive bidding, where practicable, subject to the following conditions:

(a) For purchases or expenditures in the amount of _____ thousand dollars (\$ _____ .00) or less, written bids or quotations shall not be required, but oral bids or quotations shall be solicited.

(b) For purchases or expenditures which exceed the sum of _____ thousand dollars (\$ _____ .00) but which are equal to or less than _____ thousand dollars (\$ _____ .00), written bids or quotations shall be solicited, and the purchase or contract shall only be awarded to a bidder who has delivered a written bid or quotation to the City.

(c) For purchases or expenditures which exceed the sum of _____ thousand dollars (\$ _____ .00), sealed bids or quotations shall be solicited, and the purchase or

contract shall only be awarded to the bidder who has delivered a sealed bid or quotation to the City.

Statement of Purpose:

This amendment will update and increase the expenditure limits in each category of purchase in order to take inflation into account. These competitive bidding categories were last amended in 1996.



5(b)

CITY OF ISHPEMING

MALTON ROAD FILL AGREEMENT PAYNE AND DOLAN

The City of Ishpeming does hereby grant permission to Payne and Dolan to access, fill, grade, and restore portions of City-owned property. Specifically, the property commonly known as the “Malton Road Area Fill Site”. The area proposed for modification is as indicated in the attached Exhibit labeled Malton Road Fill Site (attached) and is accessible using existing city streets as shown.

1. Payne and Dolan will provide fill (uncontaminated soils with rock limited to 6” or less **ONLY**), excavated from the Drinking Water State Revolving Fund (DWSRF) Water Project. Total volume of fill placed shall not exceed 25,000 cubic yards. Placement and Compaction Efforts will be done to ensure no future settlement occurs.
2. Payne and Dolan will Clear/Grub and Strip Fill Areas as needed. Areas will be filled to match existing contours and elevations. Fill Area will be adequately compacted and graded to drain.
3. Payne and Dolan will follow all designated soil erosion control practices as established in the DWSRF Water Project Contract as well as site storm water monitoring during construction.
4. Payne and Dolan will provide topsoil, seed and mulch to all disturbed areas.
5. Payne and Dolan will replace any damaged pavement caused by this activity.
6. Payne and Dolan will provide adequate dust control for this site throughout construction activities.
7. Payne and Dolan will sweep all loose materials and dust from city streets affected by these activities also needed and once at the conclusion of the construction activities.
8. Payne and Dolan will provide adequate Traffic control signs in the area to alert the public to the construction activities involved with this work.
9. Payne and Dolan will provide a minimum \$1,000,000 liability insurance policy, naming the City of Ishpeming as an additional insured, and stating: **“It is understood and agreed that the following shall be Additional Insureds: The City of Ishpeming, including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and their board members, employees, and volunteers. It is understood and agreed by naming the City of Ishpeming as additional insured, coverage afforded is considered to be primary and any other insurance the City of Ishpeming may have in effect shall be considered secondary and/or excess.”**

10. Payne and Dolan agrees to indemnify and hold harmless the City of Ishpeming and its agents and employees from and against claims for damages, losses and expenses, including, but not limited to attorneys' fees, arising out of or resulting from the performance of the work described in this Agreement, including the negligent acts or omissions Payne and Dolan, or anyone directly or indirectly employed by them or anyone for whose actions they may be liable.
11. All permits and other regulatory requirements which may be necessary for the work contemplated under this Agreement shall be the responsibility of Payne and Dolan to secure.
12. This Agreement expresses the final agreement and understanding of the parties, and all prior discussions, promises, agreements and all other written or oral communication between the parties relating to the subject matter of this Agreement are superseded and are merged into this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown below.

Dated: _____

City of Ishpeming

By: _____
Pat Scanlon, Mayor

Dated: _____

Payne and Dolan

By: _____

Its: _____





5(c)

CITY OF ISHPEMING

MALTON ROAD FILL AGREEMENT LINDBERG AND SONS

The City of Ishpeming does hereby grant permission to Lindberg and Sons to access, fill, grade, and restore portions of City-owned property. Specifically, the property commonly known as the “Malton Road Area Fill Site”. The area proposed for modification is as indicated in the attached Exhibit labeled Malton Road Fill Site (attached) and is accessible using existing city streets as shown.

1. Lindberg and Sons will provide fill (uncontaminated soils with rock limited to 6” or less **ONLY**), excavated from the Drinking Water State Revolving Fund (DWSRF) Water Project. Total volume of fill placed shall not exceed 25,000 cubic yards. Placement and Compaction Efforts will be done to ensure no future settlement occurs.
2. Lindberg and Sons will Clear/Grub and Strip Fill Areas as needed. Areas will be filled to match existing contours and elevations. Fill Area will be adequately compacted and graded to drain.
3. Lindberg and Sons will follow all designated soil erosion control practices as established in the DWSRF Water Project Contract as well as site storm water monitoring during construction.
4. Lindberg and Sons will provide topsoil, seed and mulch to all disturbed areas.
5. Lindberg and Sons will replace any damaged pavement caused by this activity.
6. Lindberg and Sons will provide adequate dust control for this site throughout construction activities.
7. Lindberg and Sons will sweep all loose materials and dust from city streets affected by these activities also needed and once at the conclusion of the construction activities.
8. Lindberg and Sons will provide adequate Traffic control signs in the area to alert the public to the construction activities involved with this work.
9. Lindberg and Sons will provide a minimum \$1,000,000 liability insurance policy, naming the City of Ishpeming as an additional insured, and stating: **“It is understood and agreed that the following shall be Additional Insureds: The City of Ishpeming, including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and their board members, employees, and volunteers. It is understood and agreed by naming the City of Ishpeming as additional insured, coverage afforded is considered to be primary and any other insurance the City of Ishpeming may have in effect shall be considered secondary and/or excess.”**

- 10. Lindberg and Sons agrees to indemnify and hold harmless the City of Ishpeming and its agents and employees from and against claims for damages, losses and expenses, including, but not limited to attorneys' fees, arising out of or resulting from the performance of the work described in this Agreement, including the negligent acts or omissions Lindberg and Sons, or anyone directly or indirectly employed by them or anyone for whose actions they may be liable.
- 11. All permits and other regulatory requirements which may be necessary for the work contemplated under this Agreement shall be the responsibility of Lindberg and Sons to secure.
- 12. This Agreement expresses the final agreement and understanding of the parties, and all prior discussions, promises, agreements and all other written or oral communication between the parties relating to the subject matter of this Agreement are superseded and are merged into this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown below.

Dated: _____

City of Ishpeming

By: _____
Pat Scanlon, Mayor

Dated: _____

Lindberg and Sons

By: _____
Its: _____



5(d)



CITY OF ISHPEMING

WATER TOWER FILL AGREEMENT LINDBERG AND SONS

The City of Ishpeming does hereby grant permission to Lindberg and Sons to access, fill, grade, and restore portions of City-owned property. Specifically, the property commonly known as the "Water Tower Fill Site". The area proposed for modification is as indicated in the attached Exhibit labeled Water Tower Fill Site (attached) and is accessible using existing city streets as shown.

1. Lindberg and Sons will provide fill (uncontaminated soils with rock limited to 6" or less **ONLY**), excavated from the Drinking Water State Revolving Fund (DWSRF) Water Project. Total volume of fill placed shall not exceed 25,000 cubic yards. Placement and Compaction Efforts will be done to ensure no future settlement occurs.
2. Lindberg and Sons will Clear/Grub and Strip Fill Areas as needed. Areas will be filled to match existing contours and elevations. Fill Area will be adequately compacted and graded to drain.
3. Lindberg and Sons will follow all designated soil erosion control practices as established in the DWSRF Water Project Contract as well as site storm water monitoring during construction.
4. Lindberg and Sons will provide topsoil, seed and mulch to all disturbed areas.
5. Lindberg and Sons will replace any damaged pavement caused by this activity.
6. Lindberg and Sons will provide adequate dust control for this site throughout construction activities.
7. Lindberg and Sons will sweep all loose materials and dust from city streets affected by these activities also needed and once at the conclusion of the construction activities.
8. Lindberg and Sons will provide adequate Traffic control signs in the area to alert the public to the construction activities involved with this work.
9. Lindberg and Sons will provide a minimum \$1,000,000 liability insurance policy, naming the City of Ishpeming as an additional insured, and stating: **"It is understood and agreed that the following shall be Additional Insureds: The City of Ishpeming, including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and their board members, employees, and volunteers. It is understood and agreed by naming the City of Ishpeming as additional insured, coverage afforded is considered to be primary and any other insurance the City of Ishpeming may have in effect shall be considered secondary and/or excess."**

10. Lindberg and Sons agrees to indemnify and hold harmless the City of Ishpeming and its agents and employees from and against claims for damages, losses and expenses, including, but not limited to attorneys' fees, arising out of or resulting from the performance of the work described in this Agreement, including the negligent acts or omissions Lindberg and Sons, or anyone directly or indirectly employed by them or anyone for whose actions they may be liable.
11. All permits and other regulatory requirements which may be necessary for the work contemplated under this Agreement shall be the responsibility of Lindberg and Sons to secure.
12. This Agreement expresses the final agreement and understanding of the parties, and all prior discussions, promises, agreements and all other written or oral communication between the parties relating to the subject matter of this Agreement are superseded and are merged into this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown below.

Dated: _____

City of Ishpeming

By: _____
Pat Scanlon, Mayor

Dated: _____

Lindberg and Sons

By: _____

Its: _____

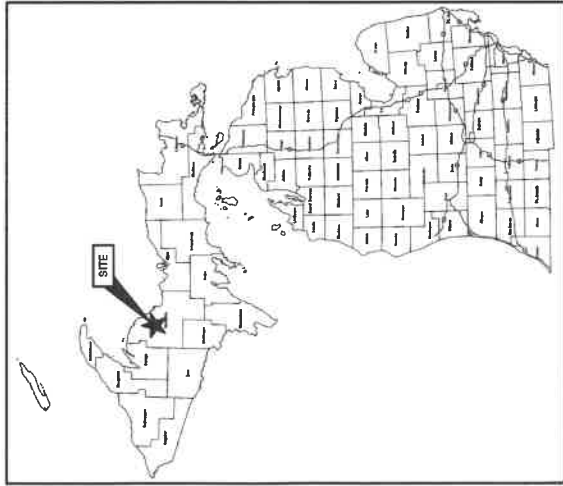


Water Tower...mp Site.png



NEGAUNEE - ISHPEMING WATER AUTHORITY

TEAL LAKE WELL SRF DRINKING WATER PROJECT
 CONTRACT B - WELLHOUSE AND TRANSMISSION PIPING



STATE & COUNTY MAP
(NOT TO SCALE)



SITE LOCATION MAP
(NOT TO SCALE)

PREPARED FOR:
 NEGAUNEE-ISHPEMING
 WATER AUTHORITY (NIWA)
 1800 NORTH ROAD
 ISHPEMING, MI. 39849
 (906)486-8399

PREPARED BY:
 GEI CONSULTANTS OF MICHIGAN, P.C.
 990 LALLEY ROAD
 IRON RIVER, MI 49935
 (906)214-4140



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GEI PROJECT NO. 2305711

SHEET NO.		01-G-01	
REV. NO.		A	
NO.	DATE	ISSUE/REVISION	R/J/M/APP
A	11/14/2028	BID SET	RJM
			APP

